



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 Mammoth Lakes BOS Meeting Room, 3rd Fl. Sierra Center Mall, Suite 307, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

Regular Meeting June 17, 2014

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

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

A. Board Minutes

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on June 3, 2014.

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS - NONE

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 - NONE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS - NONE

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. Access Agreement for Asphalt Recycling at Pumice Valley Landfill

Departments: Public Works / Solid Waste Division

Proposed agreement with W Jaxon Baker providing short-term access to Pumice Valley Landfill for the purposes of an asphalt recycling and diversion program.

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

Fiscal Impact: Estimated \$5,000-\$10,000 in revenue to the Solid Waste Enterprise Fund.

B. Agreement with Mammoth Community Water District for Sludge Disposal at Benton Crossing Landfill

Departments: Public Works / Solid Waste

Proposed 2-year extension of the agreement with Mammoth Community Water District pertaining to sludge disposal at Benton Crossing Landfill.

Recommended Action: Approve County entry into proposed 2-year extension of existing agreement and authorize Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The disposal of sludge at Benton Crossing Landfill by Mammoth Community Water District represents a critical service provided to the Town, and provides approximately \$130,000 per year in revenue.

C. Mono City Emergency Access Road

Departments: Community Development and Public Works

Adopt environmental document and authorize right-of way grant with BLM for Mono City Emergency Access Road.

Recommended Action: 1. Adopt the proposed Mitigated Negative Declaration (MND), consisting of the BLM's Mono City Ingress/Egress Road Environmental Assessment (EA) and Finding of No Significant Impact (FONSI), and supplemental Mitigation Monitoring Plan (MMP) prepared by Mono County, finding that on the basis of the whole record that there is no substantial evidence that the project will have a significant effect on the environment; that the MND reflects Mono County's independent judgment and analysis; and that the record will reside with the Mono County Clerk. Authorize the County Administrative Officer to sign the thirty (30) year renewable right-of-way grant from BLM for the Mono City Secondary Ingress/Egress Gravel Road, consistent with the project MND and Mitigation Monitoring Plan. 2. Commend the BLM, particularly Steve Nelson and Larry Primosch, for their significant efforts accommodating this important safety project for Mono City, and thank the Mono City Fire Protection District (FPD) for its persistence in advocating for and funding the project.

Fiscal Impact: There is no fiscal impact associated with certification of the environmental document.

D. Rock Creek Road Rehabilitation Project and Southern California Edison (SCE)

Departments: Public Works

SCE recently proposed a project to install 8.5 miles of new underground electrical lines in Rock Creek Road by trenching. SCE's project could negatively impact Rock Creek Road if SCE does not take action immediately to fast-track their project so that the lines may be installed during the Rock Creek Road Rehabilitation project now underway.

Recommended Action: Authorize the Chair's signature on a letter to SCE expressing concerns regarding their proposed project to install 8.5 miles of new underground electrical lines in Rock Creek Road.

Fiscal Impact: The proposed SCE project could impact the construction schedule and long-term quality of the Rock Creek Road Rehabilitation Project. Impacts could increase maintenance costs and reduce the service life of the current \$9M road rehabilitation project.

E. Letter in support of Paradise Estates' Effort to Resolve Phone Service Issues

Departments: Information Technology; Board of Supervisors

The community of Paradise Estates has been experiencing issues with basic Verizon land-line telephone service for over a decade now. As a result of a long distance 'backhaul' and old copper phone lines residents experience static, dropped calls, and sometimes complete lack of service. Community member Liz O'Sullivan has collected 98 signatures from other residents, and the petition has been sent to the

California Public Utilities Commission (CPUC). This letter supports the effort of resolving the service issues, and encourages the CPUC to take action on this matter.

Recommended Action: Approve letter and authorize signature by Board Chair.

Fiscal Impact: None.

F. UC Davis Training Services Agreement

Departments: Social Services

Proposed contract with University of California, Davis pertaining to Eligibility and Child Welfare training services for FY 2014-15. These training services are arranged and approved by the State Department of Social Services for County Social Services Agencies that are too small to have staff development departments.

Recommended Action: Approve UC Davis Training Agreements EW#-2014-21 and CW#-2014-21 and authorize the Director of Social Services to execute said Agreements.

Fiscal Impact: The total cost is \$43,252.50 for the two contracts, being contract #EW-2013-21 in the amount of \$24,440.00, and contract #CW-2013-21 in the amount of \$14,812.50. The cost for the two contracts is reimbursed by the State through the Social Services Department claiming process.

G. Unanticipated Gas Tax Revenue

Departments: Agricultural Commissioner

The Agricultural Commissioner's Department has received unanticipated gas tax revenue in the approximate amount of \$27,103.02, on which \$11,701 has already been requested to be reserved for the construction of the building. This is a request that the additional funds of \$15,402.02 be set aside for future construction of the building to house his Department.

Recommended Action: Reserve the remainder of the unanticipated gas tax revenue in the amount of \$15,402.02 for the Agricultural Commissioner's future use in constructing a building for his department.

Fiscal Impact: FY 13/14 \$15,402.02 reduced cash in the General Fund.

H. Employment Agreement of Vianey White as Public Works Project Manager

Departments: Public Works / Human Resources

Proposed resolution approving an employment agreement with Vianey White as Public Works Project Manager, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R_____, approving an employment agreement with Vianey White, 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: The cost of this position for the remainder of FY 13/14 is approximately \$ 6,010.60, of which \$3,112.80 is salary; \$623.25 is the employer portion of PERS, and \$2,274.56 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (14/15) would be \$129,735.74 of which \$ 77,820.00 is salary; \$ 16,478.98 is the employer portion of PERS, and \$35,436.76 is the cost of the benefits.

I. Fiscal Year 2014-15 Recommended Budget

Departments: Finance

Proposed Resolution #R14-_____, a resolution of the Mono County Board of Supervisors adopting the recommended budget for Fiscal Year 2014-15.

Recommended Action: Adopt proposed resolution #R14-_____, adopting the recommended budget for Fiscal Year 2014-15. Provide any desired direction to staff.

Fiscal Impact: The total fiscal impact is \$59,307,863 including \$32,179,879 of General Fund and \$27,127,984 of Non-General Fund expenditures.

J. Public Defender Investigator Contract

Departments: Finance, Public Defender

Proposed First Amendment to Agreement between the County and Tyrone Atwater dba Atwater Investigations for the provision of private investigation services for the Mono County Public Defenders.

Recommended Action: Approve and authorize the Chairman's signature on the proposed First Amendment to Agreement between the County and Tyrone Atwater dba Atwater Investigations for the provision of private investigation services for the Mono County Public Defenders increasing the maximum contract limit to \$67,000. Provide any desired direction to staff.

Fiscal Impact: There is currently sufficient budget available within the public defender budget to pay for this increase therefore the overall budget will not be increased.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. County Service Area #1 Budget Request

Departments: Clerk of the Board

Letter from Kim McCarthy, CSA #1 Board President, dated June 3, 2014, requesting to budget \$12,000.00 for the upcoming fiscal year and all years to follow for use toward the Community Wellness/Recreation Classes.

B. LTC Letter to SCE Regarding Rock Creek Road Rehab Project

Departments: Clerk of the Board

Letter from the Local Transportation Commission dated June 9, 2014 to Southern California Edison regarding the status of Rock Creek Road Rehabilitation Project within Mono and Inyo Counties.

9. REGULAR AGENDA - MORNING

A. Budget Workshop - Continued

Departments: CAO/Finance

9:30 a.m., 3 hours

(Jim Leddy, Leslie Chapman) -

Presentation by Jim Leddy with subsequent discussion regarding budget status to date, along with input from departments and opportunity for the Board to ask questions, consider alternatives and provide input for development of the 2014-15 final budget. Budget workshop documents can be accessed online: <http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

Recommended Action: Provide direction to staff.

Fiscal Impact: None at this time.

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 - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group, LLC. v. Mono County et al.

B. Closed Session - Conference with Legal Counsel

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

C. 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.

REGULAR AFTERNOON SESSION COMMENCES AT 1:30 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. Public Hearing: Sierra Business Park Specific Plan Amendment 14-001

Departments: Community Development

Public Hearing: 1:30 p.m. (10 minutes presentation; 10 minutes discussion)

(Courtney Weiche. Nick Criss) - Public hearing regarding Sierra Business Park Specific Plan Amendment 14-001, which would: 1) make minor technical changes, 2) require any proposed use to be reviewed by the Land Technical Advisory Committee, 3) clarify requirements for on-site storm water retention and oil/water separator, 4) consolidate references to fencing and screening requirements into one section and clarify appropriate construction, design and applicability, 5) require Verticrete (or similar material) to screen any use along property frontage, 6) require areas devoted for vehicular access and storage to be paved to facilitate on-site retention system, and 7) require snow storage to equal 25% of the area from which the snow is to be removed. In accordance with the California Environmental Quality Act, an addendum to the existing Specific Plan EIR is being utilized.

Recommended Action: The Planning Commission recommends approval of Resolution R14 - Sierra Business Park Specific Plan Amendment 14-001, adopting the Amendment and approving and adopting the Addendum to the Sierra Business Park EIR.

Fiscal Impact: No fiscal impact.

B. Re-Authorization and Extension of Solid Waste Parcel Fees for FY14-15

Departments: Public Works/Solid Waste Division

15 minutes (5 minute presentation; 10 minute discussion)

(Tony Dublino, Solid Waste Superintendent) - Resolution Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2014-2015, and Resolution Authorizing the Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Year 2014-2015.

Recommended Action: 1. Approve and authorize the Chair's signature on Resolution No. R14-_____, "A Resolution of the Mono County Board of Supervisors Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2014-2015." 2. Approve and authorize the Chair's signature on Resolution No. R14-_____, "A Resolution of the Mono County Board of Supervisors Authorizing the Implementation of a Solid Waste Fee Agreement with the Town of

Mammoth Lakes for Fiscal Year 2014-2015.”

Fiscal Impact: The extension and re-authorization of the solid waste parcel generates approximately \$800,000 in revenue to provide landfill closure, post-closure, and operations funding.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve Minutes of the Regular Meeting held on June 3, 2014.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Draft 6-3-14](#)

History

Time	Who	Approval
6/10/2014 11:06 AM	County Administrative Office	Yes
6/10/2014 11:11 AM	County Counsel	Yes
6/9/2014 11:23 AM	Finance	Yes



**DRAFT MEETING MINUTES
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
June 3, 2014**

Flash Drive	#1012
Minute Orders	M14-92 to M14-98
Resolutions	R14-35 NOT USED
Ordinance	Ord14-02

9:00 AM Meeting Called to Order by Chairman Larry K. Johnston.

*Supervisors Present: Alpers, Fesko, Hunt, Johnston and Stump.
Supervisors Absent: None.*

*Break: m 10:34 a.m.
Reconvene: 10:47 a.m.
Closed Session/Lunch: 11:58 am.
Adjourn: 3:16 p.m.*

Pledge of Allegiance led by Supervisor Hunt.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
No one spoke.

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Action: Approve Minutes of the Regular Meeting held on May 20, 2014, as

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

corrected.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-92

Supervisor Johnston:

- On p. 5 of the draft minutes, under correspondence titled "Notice from Fish and Game Commission", should say "pulled by Supervisors Johnston *and Stump*" not just Johnston.

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- 5/22 – Double Eagle meeting; met the representative from Feinstein's office; her visit that day was very productive.
- 5/23 – Congressman Paul Cook had event in Mammoth; gave overview of district; discussed various V.A. issues and healthcare issues.
- 5/31 – Mono City Annual Town hall meeting held at the Mono City Fire Station; major concern is fire. Concerned with how county is managing campground and all issues associated with this.

Supervisor Fesko:

- 5/21 – discussions with constituents regarding recycling center and thrift centers in Walker. They may need to close recycling center.
- 5/22 – Antelope Valley Cert meeting; many members have agreed to help out with Eastern Sierra Jamboree this year; a lot of people are stepping up.
- 5/23 – 5/25; did pre-rides to prepare for the Eastern Sierra Jamboree. They'll complete pre-riding all trails by this weekend. Next week is 7th annual Jamboree; have a lot of sign-ups this year.
- 5/27 – attended Sage Grouse meeting in Bridgeport. Thanks to Wendy Sugimura, Brent Calloway and Scott Burns. They did a great job at the meeting. There were some good exercises.
- 5/30 – Jerry Spindler's birthday; he had the ATV accident last year. He's doing great.
- Head's up that on July 26th will potentially be the Antelope Valley Community Center Open House. He will update with additional information as date gets closer.
- Good luck to people running in the election this year.

Supervisor Hunt:

- Spent last week with daughter who recently graduated from Santa Barbara City College where she studied nursing.
- Encouraged people to vote today. It's very important.

Supervisor Johnston:

- Thanked Lynda Roberts and entire Elections Division for organizing and doing the election.
- Attended Mammoth Lakes Housing meeting where it was Rick Wood's last night.
- Went to meeting where Congressman Cook was.
- June Lake meeting with representative of Feinstein's office.
- Attended ARC meetings.

Supervisor Stump:

- Meeting with representative from Feinstein's office regarding power line, utility corridor issue; good conversation.
- 5/27 – Budget meeting in Benton; received major opposition to the idea of an expansion

Note

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of existing utility corridor. There were not a lot of people in attendance, no complaining, just lots of questions. Thanked Leslie Chapman and Bob Musil for travelling there.

- 5/29 – Attended meeting with fire chiefs and OES regarding reimbursement issues.
- 5/30 – There was an EOC drill in Mammoth; wildland fire scenario. We need county staff trained to perform various functions in the ICS system.
- Meeting tomorrow with Brett McCurry regarding road issues.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- Since 5/20, had a meeting with Tony Dublino and Town Manager, Dan Holler.
- 5/23 – Attended Congressman Cook's reception; they continue to work on our Appropriations Request.
- 5/27 - Budget Town Hall.
- North County employee budget briefing on 5/27 and in Mammoth on 5/28; continuing to provide information about what's coming up.
- 5/29 – Jeff Hunter came in and gave update on converting Bodie Hills into a national monument; in the next year we may see idea coming forth.
- Strategic Plan Steering Committee met last Thursday night; still collecting information. Tentative target date will be first two weeks in July. Still need employees to educate and give information to other employees who couldn't attend any meetings.
- Employee Roundtables coming up.
- Superintendent of Public Instruction, tomorrow 3:30 at Mammoth Library.
- Two Employee Picnics: Bridgeport 6/10 and Mammoth 6/11. Next year will be looking at an all employee thing for next year, maybe in Lee Vining, during the week. (Supervisor Stump: will we be asked to donate money for these picnics?)
- Thanked Stacie Klemm for participating in the EOC training. Shout out to Jennifer Hansen in PIO function.

6. DEPARTMENT/COMMISSION REPORTS

Leslie Chapman:

- Discussed a good fortune her office has experienced: received a call from Stacey Simon about a young man looking for an internship. Jack Gephart who did an internship in County Counsel's office will now be working in her office as an intern. Her office is coming up with lots of things for him to do. He secured his own grant for ten weeks.

Stacey Simon:

- Piece of good news relating to an action by Water Board in response to Appeal authorized and filed by Board. Their original response lacked detail.
- Last week received a response back. They considered appeal and modified their original order to address some of the concerns. She went over specifics.

Bob Musil:

- In clean up stages of Assessment Roll; will begin running it on June 23rd.
- Right now, both secure roll and unsecure roll is positive for the first time in a long time.

7. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a

Note

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board member requests separate action on a specific item.)

A. Property Tax Software Maintenance Agreement

Departments: Finance

Renewal of contract and addendum with Megabyte Systems, Inc. for software maintenance and web services for the County's property tax system.

Action: Approve and authorize the Chairman's signature on contract and addendum with Megabyte Systems, Inc. for software maintenance and web services.

Hunt moved; Stump seconded

Vote: 3 yes; 2 no: Johnston and Fesko

M14-93

Pulled by Supervisor Fesko:

- Asked questions about cost.

Leslie Chapman:

- Roberta worked on this.
- There are 23 counties on this software.
- Some counties are moving to Mountatron.
- We've already invested \$1.5 million dollars.

Bob Musil:

- Assessor's Office not requesting anything new as far as modules.

B. Agreement between County of Los Angeles and County of Mono for Intrastate Transportation Services for Prisoners

Departments: Sheriff

A signed agreement from the Board of Supervisors giving the Los Angeles County Sheriff's Department the authority to transport Mono County prisoners pursuant to California Government Code Section 26775.

Action: Request the Board of Supervisors to authorize and sign a five-year (2014-2019) agreement with the Los Angeles County Sheriff's Office for inmate transportation services.

Alpers moved; Stump seconded

Vote: 5 yes; 0 no

M14-94

C. Mailbox Ordinance - Second Reading (Adoption)

Departments: Pubic Works

Proposed Ordinance Adding Section 13.04.025 to the Mono County Code, pertaining to mailboxes. This ordinance was previously introduced and read at the Board's May 20th meeting and may now be adopted.

Action: Adopt proposed Ordinance No. 14-02, "An Ordinance of the Mono County Board of Supervisors Adding Section 13.04.025 to the Mono County Code, Pertaining To Mailboxes."

Note

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Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

ORD14-02

Supervisor Stump:

- Talked about the establishment of the fee, when will that be determined?
- He doesn't want constituents to get slapped with an over \$500 fee.
- Change date in section "F"?

Marshall Rudolph:

- These are at the discretion by the board.
- Status quo doesn't change for thirty days.

Supervisor Fesko:

- At this time, there is no fee?
- Asked that the mailbox fee be separated out to be discussed and decided upon

Jeff Walters:

- The encroachment permit fee applies as it's written now.

D. FY13-14 RSTP Road Funding Agreement

Departments: Public Works

Annual funding through the Regional Surface Transportation Program (RSTP) is a major source of revenue for Mono County's road maintenance programs. This exchange agreement allows the State to forward non-federal highway apportionments directly to the Road Fund and the County maintains total control of how the funds are expended.

Action: Approve and authorize Chairman's signature on the FY13-14 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's regional Surface Transportation Program.

Alpers moved; Stump seconded

Vote: 5 yes; 0 no

M14-95

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Inyo National Forest Re Snow Making at June Mountain

Letter from John Regelbrugge (of the Forest Service), dated May 21, 2014 regarding a proposal received from June Mountain Ski Area to drill three or four test wells at JMSA for snowmaking for ski trails.

Supervisor Fesko:

- It is great to see forward movement; that the mountain is trying to keep their word to the community.

Note

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B. LADWP Letter with Mono Basin Compliance Reporting

Information dated May 14, 2014 from Richard Harasick, Director of Water Operations at Los Angeles Department of Water and Power, detailing required compliance reports. A compact disc, containing copies of all three reports are available in the clerk's office. The CD will be filed in the June 3, 2014 meeting folder.

Supervisor Alpers:

- Wants to sit with Jim Leddy and appropriate staff member to draft a letter to address all concerns and weigh in on reports.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Senior Services Update

Departments: Social Services

(Kathy Peterson and Megan Foster) - Presentation by Social Services Kathy Peterson and Megan Foster regarding Mono County Senior Services Program update.

Action: None.

Kathy Peterson:

Powerpoint Presentation – to be posted online:

- Overview of Services, Additional Benefits, Outlook: FY 2014-2015; Questions and Direction
- Senior Services
- Tri-Valley Senior Services
- Antelope Valley Senior Center
- Antelope Valley Thrift Store & Recycling
- Garden Volunteer & Pantry Stocker
- Transportation Services
- Home Delivered Meals (aka Meals on Wheels). AV CERT Volunteers help deliver meals
- Services Provided FY 2012-2013
- Service Trends FY 2013-2014
- Investing in Community-based services saves money
- Sara's Story
- Depression in Older Adults
- Healthy Ideas Program
- Outlook, Fiscal Impact, Proposed Goals for FY 2014-2015
- Questions?
- There is a significant amount of money (\$8000) brought in by donations each year.

Supervisor Hunt:

- Our county is doing a great job linking various services.
- Impressed by volunteerism. What do we do for those people? Should look at a volunteer event (a ball or something)?

Note

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Supervisor Fesko:

- The services we provide reduces and helps eliminate people getting as bad as “Sara” got. It’s hard to quantify the results.

Supervisor Stump:

- Asked about the ability for these people to pay increased fees?
- There are people that donate food although the donations are not a regular thing.
- He believes that the meals purchased from Inyo for that end of the county has been a benefit.
- Asked Ellen about her contact time in the Tri-Valley; still going up?

Megan Foster:

- Spoke about being able to mitigate conditions before they get worse.
- The individuals in this program cannot afford to have increased rates.

B. Antelope Valley Fire Protection District Request for Fireworks Approval

Departments: Board of Supervisors

(Mike Curti, Fire Chief) - Request from Antelope Valley Fire Protection District for Board approval to issue Fireworks Permit(s) to the Park Family on days other than the 4th of July, pursuant to Mono County Code 10.18.040, on any given year and provided that the following conditions are met as to each Permit issued by the District: (1) The Fire Chief has approved of the use or discharge at the proposed date and time; (2) The owner, lessee, or occupier of the property has authorized the use or discharge; (3) The Fire Chief retains authority to revoke his authorization at any time based on conditions at the time, date, and designated location; and (4) The Fire Chief supervises and controls the fireworks activities. This item is being sponsored by Supervisor Fesko.

Action: Approve the issuance of Fireworks Permit(s) to the Park family by the Antelope Valley Fire Protection District on days other than the 4th of July, pursuant to Mono County Code 10.18.040, on any given year, provided that all of the conditions in section 10.18.040 are met.

Fesko moved; Stump seconded

Vote: 5 yes; 0 no

M14-96

Mike Curti (Antelope Valley Fire Chief):

- Explained item; he’s asking for a fireworks permit for the Park family to do fireworks at a time other than the 4th of July.
- Even with Board permission, probably won’t grant this year due to drought. It’s very dry.

Stacey Simon:

- She reviewed this and can answer questions regarding the code sections referenced.
- The code can be interpreted two ways. Gave explanation and conditions.
- She doesn’t see any problem with giving this type of blanket permission; there is nothing in the way the code is written that prevents it.

Supervisor Hunt:

- Asked general questions about the Park family, the location where the fireworks will be done, etc.

C. Mono County Tourism & Film Commission Workshop

Departments: Economic Development

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

(Alicia Vennos/Jeff Simpson) - Presentation by Alicia Vennos and Jeff Simpson regarding the Tourism & Film Commission's highlights, successes, and challenges in 2013-14.

Action: None.

Alicia Vennos (powerpoint, to be posted to web):

- Acknowledged Steve Morrison, Tourism Commission who is here today. Also a shout out to the Tourism commission; Elizabeth Erdelyi and Jeff Simpson is a huge part of the team.
- Showed a video
- Funding
- MonoCounty.org
- Booking.com
- Social Media
- Visitor Guide & Collateral
- Tradeshows
- Advertising
- Television Advertising
- P.R. Media Highlights
- Tourism Partners
- Community Event Marketing
- TOT April – June
- TOT July – September
- TOT October – December
- TOT January – March
- Fisheries Commission
- Economic Development
- Filming in Mono County
- Just One Commercial
- Fiscal Impact 2013
- Keep Productions in California
- Assembly passed AB 1839
- FilmMonoCounty.com
- Location Pages
- Location Pages: Ranches
- Filming Support Resources
- Behind the Scenes: Filming in Mono County

Other comments:

- Saturn Returns begins filming today.

Supervisor Stump:

- If we get into a smoky situation with fires, it would be helpful to counteract with pictures showing our clean air.

Supervisor Johnston:

- Asked about our “dark sky” and it’s potential for filming.

Ted Carlton:

- Has TOT rate been the same over past several years?
- Any graphs with CPI factored in?

D. Great Basin Unified Air Pollution Control District - Distribution of Environmental Public Benefit Funds

Departments: County Administrator

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

(Jim Leddy) - Per the request of Chairman Larry K. Johnston, this item is being brought forward to have the Board provide direction to on use of the Great Basin Unified Air Pollution Control District's distribution of Environmental Public Benefit funds for Mono County.

Action: Dedicate the Great Basin Unified Air Pollution Control District's distribution of Environmental Public Benefit funds for Mono County, in the amount of \$193,936.37 to the continuation of the Wood Stove Replacement Program that currently exists.

Stump moved; Fesko seconded

Vote: 5 yes; 0 no

M14-97

Jim Leddy:

- What to do with these funds? Here to have a brief discussion.
- If first round is missed, we can go back in after that.
- Kind of limited on what to use it for.
- It could be set aside for CARB issues, but the Wood Stove program gives the most immediate solution.

Supervisor Johnston:

- This money was part of a settlement; he thinks that there are a number of ways we can go.
- He supports continuing with the Wood Stove program; it's good because it directly impacts the quality of our air.

Supervisor Stump:

- Agrees with Supervisor Johnston on wood stove program; asked questions.
- Asked about disbursement.
- Wanted to make sure that the Mono County funding goes toward Mono County.
- Is there more than one vendor?

Supervisor Hunt:

- Agrees that these funds are best used by Wood Stove Replacement Program.
- There is a need to reach out to those that need this.

Supervisor Fesko:

- Agrees with Wood Stove Program; doing a base model for those that can't afford to put additional monies into such a replacement.

Greg Eckert:

- Can this money be reserved and put towards future CARB problems?

E. Continuing Publication of Legal Notices

Departments: Clerk of the Board

(Shannon Kendall) - On June 30, 2014, the Purchase Order Agreement with both Mammoth Times and The Sheet for the publication of legal notices will expire. At this time, we need to decide how the Board would like to proceed as we go forward.

Action: Authorize the County to maintain status quo by extending the current Purchase Agreements with Mammoth Times and The Sheet for one year.

Hunt moved; Alpers seconded

Vote: 4 yes; 1 no: Fesko

M14-98

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Shannon Kendall:

- Gave brief overview of item.

Supervisor Fesko:

- Asked about rate, would it stay the same?
- Assumes the reason we're using two papers to saturate different markets?
- Would like to see how they are different?
- Without answers to some of his questions, he can't vote on this today.

Supervisor Hunt:

- He sees a value to having ads in both papers.
- He thinks there are certain followers for each paper.

Supervisor Stump:

- Concurs with Supervisor Hunt.
- Should we bring back at a later date?

Wendy:

- Not here to speak for Aleksandra of Mammoth Times.

Ted Carlton:

- Gave history of how the first agreements came about.
- Mammoth Times submitted a predatory bid; they low balled it.
- He offered his base rate price; Board determined that they could get two for the price of one.
- If this went to bid again, he'd submit the same rates and numbers.
- Doesn't want to give him numbers off the top of his head.
- Gave some basic numbers that were given in a recent town bid.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Supervisor Fesko:

- Asked that today's meeting be adjourned in honor of the following individuals that recently passed away: Colleen Lowery; Jack and Maggie Davis; Ted Glassburn.

11. CLOSED SESSION

There was nothing to report out of 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 - Public Employee Performance Evaluation - Government Code section 54957. Title: County Administrator.

Departments: County Administrator

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

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

C. Closed Session - Conference with Real Property Negotiators

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Conway Ranch. Agency negotiators: Marshall Rudolph and Tony Dublino. Negotiating parties: Mono County and Eastern Sierra Land Trust. Under negotiation: price and terms of payment (for conservation easement).

D. Closed Session - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group, LLC v. Mono County et al.

E. Closed Session - Conference with Legal Counsel

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

REGULAR AFTERNOON SESSION - NONE

ADJOURN at 3:16 p.m. in honor of Colleen Lowery; Jack and Maggie Davis; Ted Glassburn, North County residents who recently passed away.

ATTEST:

LARRY K. JOHNSTON
CHAIRMAN

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Public Works / Solid Waste Division

TIME REQUIRED

SUBJECT Access Agreement for Asphalt
Recycling at Pumice Valley Landfill

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed agreement with W Jaxon Baker providing short-term access to Pumice Valley Landfill for the purposes of an asphalt recycling and diversion program.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

Estimated \$5,000-\$10,000 in revenue to the Solid Waste Enterprise Fund.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 932 5453 / tdublino@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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 - [Access Agreement](#)
 - [Access 752](#)
-

History

Time	Who	Approval
6/10/2014 11:05 AM	County Administrative Office	Yes
6/10/2014 4:32 PM	County Counsel	Yes
6/9/2014 11:19 AM	Finance	Yes



MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 17, 2014
To: Honorable Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Right-of-Entry Agreement with W. Jaxon Baker

Recommended Action: Approve and authorize Chairman to enter Access Agreement with W. Jaxon Baker allowing for asphalt recycling.

Fiscal Impact: Depending on the amount of asphalt recycled, between \$5,000 and \$10,000 positive impact to the Solid Waste Enterprise Fund.

Discussion:

In years past, a significant amount of asphalt has been deposited at the Pumice Valley Landfill. Recently, the value of that product has increased and the call for recycled materials has steadily increased, making the material a valuable commodity. There is a considerable amount of this material currently placed along the outer edge of the waste footprint, making extraction of the material a relatively straightforward task.

The agreement would allow W Jaxon Baker Inc. the opportunity to enter the facility for approximately one month, stage and store equipment adjacent to the asphalt stockpiles, crush and grind the material, and transport the material off-site for use in a project on U.S. 395 near Lee Vining.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,

Tony Dublino
Solid Waste Superintendent

Attachments: Right-of-Entry Agreement
W Jaxon Baker Proof of Insurance

**RIGHT-OF-ENTRY AGREEMENT
BETWEEN THE COUNTY OF MONO AND
W JAXON BAKER INC.
FOR ACCESS TO THE PUMICE VALLEY LANDFILL
AND PROCESSING AND REMOVAL OF ASPHALT**

This right-of-entry agreement ("Agreement") is entered into this ____ day of June, 2014, by and between the County of Mono, a political subdivision of the State of California ("the County"), and W Jaxon Baker, Inc. ("Contractor").

I. RECITALS

- A. The County owns or leases, and operates several landfills in the County, including the Pumice Valley Landfill located on Highway 120, three miles east of its junction with Highway 395.
- B. W Jaxon Baker Inc. is engaged in a highway improvement project in Mono County, along U.S. Highway 395, south of Lee Vining, CA.
- C. W Jaxon Baker Inc. has need of asphalt material for the aforementioned construction project, some of which is present at the Pumice Valley Landfill (the "Landfill").
- D. It is in the public and the County's interest for the asphalt to be recycled and put to use, rather than buried in the landfill.

II. TERMS AND CONDITIONS

In light of the foregoing recitals, the parties hereto AGREE as follows:

- 1. The County hereby grants permission to Contractor to enter designated portions of the Pumice Valley Landfill located on Highway 120, three miles east of its junction with Highway 395, for the purpose of gathering, processing, and removing asphalt material located on-site. Access is granted only during daytime hours 7a.m. to 7p.m. and only to those portions of the site designated by Landfill staff. County shall provide Contractor with a means of accessing the Landfill (e.g., by providing a key or making staff available to open locked gates) during Contractor's hours of operation that occur when the Landfill is closed to the public.
- 2. Contractor accepts ownership of any material removed from the Landfill under this Agreement and the County may, in its sole discretion, refuse to allow any such material to be returned to the Landfill or charge a fee for its return.
- 3. Contractor shall utilize the scale on the premises to weigh, and obtain a printed receipt for, all asphalt removed from the site. Contractor shall pay the County \$2.00 per ton of asphalt removed. County shall instruct Contractor's employee who will be utilizing the scale as to its proper use.
- 4. Contractor will provide all equipment necessary to maneuver, sort, crush, load, and transport the asphalt. During asphalt processing and removal, Contractor may store its wheel loader and other asphalt processing equipment on-site at its own risk and at no expense to Mono County. Upon completion of asphalt removal, Contractor will consolidate any remaining asphalt and clean and uniformly grade the asphalt processing area.

5. This Agreement will be in place from the date of execution through August 31, 2014, unless otherwise terminated by either party in the manner described below.
6. Either party may terminate this Agreement at any time before its expiration, with or without cause, by giving the other party 15 days' written notice. By the date of termination, Contractor shall have removed all equipment from the Landfill and returned the premises to their prior condition.
7. All acts of Contractor, its agents, officers, and employees relating to the performance of this Agreement shall be performed as independent Contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County. No agent, officer, or employee of the County is to be considered an employee of Contractor.
8. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture.
9. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.
10. Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.
11. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

Contractor shall provide Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. This coverage may be waived by Risk Management in writing if it is determined there is no significant exposure to these risks.

Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

12. This Agreement constitutes the entire agreement of the parties with respect to the subject matters set forth herein.
13. The parties hereto, and each of them, acknowledge that this Agreement is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Agreement and of its legal effect.

III. EXECUTION

The parties, through their authorized representatives as listed below, hereby approve this Agreement as of the date of execution set forth above.

W Jaxon Baker, Inc.

County of Mono

Date

Larry K. Johnston, Chairman Date

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO FORM:

Mono County Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0B29370 Edgewood Partners Insurance Center (EPIC) 135 Main Street, 21st Floor San Francisco, CA 94105 Requests@edgewoodins.com	1-415-356-3989	CONTACT NAME: Denise LeClerc PHONE (A/C, No. Ext): 650-295-2657 E-MAIL ADDRESS: dleclerc@edgewoodins.com	FAX (A/C, No): 415-284-9947
INSURED Jaxon Enterprises dba: W. Jaxon Baker, Inc. PO Box 994248 Redding, CA 96099-4248		INSURER(S) AFFORDING COVERAGE	
		INSURER A: OLD REPUBLIC GEN INS CORP	NAIC # 24139
		INSURER B: OLD REPUBLIC GENERAL INS CORP	24139
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 40076839

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		A1CG49461308	10/01/13	10/01/14	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> \$5,000 Ded <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			A1CA49461308	10/01/13	10/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			A1CW49461308	10/01/13	10/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Mono County right-of-entry agreement for access to the Pumice Valley Landfill, located on Hwy 120, three miles east of its junction with Hwy 395. County of Mono, its officers, officials, employees and volunteers, a political subdivision of the State of California is included as additional insured as respects General Liability, per the attached endorsement, CG 2012 0790.

30 Days Written Notice of Cancellation for Non-Renewal and 10 Days Notice of Cancellation for Non-Payment of Premiums

CERTIFICATE HOLDER**CANCELLATION**

County of Mono its officers, officials, employees and volunteers 74 North School Street Bridgeport, CA 93517 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Denise LeClerc</i>
--	--

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cmccclure

40076839

POLICY NUMBER: A1CG49461308

COMMERCIAL GENERAL LIABILITY

INSURED: Jaxon Enterprises

dba: W. Jaxon Baker, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED —
STATE OR POLITICAL SUBDIVISIONS - PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State or Political Subdivision:

County of Mono
its officers, officials, employees and volunteers
74 North School Street

Bridgeport, CA 93517

USA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

Section II - Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage," "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Public Works / Solid Waste

TIME REQUIRED

SUBJECT Agreement with Mammoth
Community Water District for Sludge
Disposal at Benton Crossing Landfill

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed 2-year extension of the agreement with Mammoth Community Water District pertaining to sludge disposal at Benton Crossing Landfill.

RECOMMENDED ACTION:

Approve County entry into proposed 2-year extension of existing agreement and authorize Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The disposal of sludge at Benton Crossing Landfill by Mammoth Community Water District represents a critical service provided to the Town, and provides approximately \$130,000 per year in revenue.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 932 5453 / tdublino@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

[Sludge Staff](#)

[Sludge Extension](#)

History

Time	Who	Approval
6/10/2014 11:06 AM	County Administrative Office	Yes
6/10/2014 4:50 PM	County Counsel	Yes
6/9/2014 11:22 AM	Finance	Yes



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 17, 2014
To: Honorable Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Extension of Agreement with Mammoth Community Water District for Sludge Disposal at Benton Crossing Landfill

Recommended Action: Approve 2-year extension of agreement with Mammoth Community Water District

Fiscal Impact: Approximately \$130,000 per year in gate fee revenue to the Solid Waste Enterprise Fund.

Discussion: Since June 16, 2011, Mammoth Community Water District has been disposing of sludge at the Benton Crossing Landfill pursuant to a "Sludge Disposal and Tipping Fee Agreement" that set certain operational requirements, as well as fees for the disposal. The agreement is set to expire on June 30, 2014.

The District has expressed interest in continuing the agreement for another 2 years. Considering the current stability of the Solid Waste Enterprise Fund, it does not appear necessary to increase the fees associated with this service at this time. Operationally, this agreement has been effective and there are no operational problems anticipated should the status quo continue for another two years.

Therefore, staff is recommending an extension to the agreement for another two year period, at which time the County and MCWD can negotiate any necessary changes to the agreement.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,

Tony Dublino
Solid Waste Superintendent

Attachments: MCWD Sludge Agreement Extension
Current MCWD Sludge Agreement

**FIRST AMENDMENT TO AGREEMENT
BETWEEN COUNTY OF MONO
AND MAMMOTH COMMUNITY WATER DISTRICT
FOR SLUDGE DISPOSAL AND TIPPING FEES**

This First Amendment is entered into on June 17, 2014, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Mammoth Community Water District (hereinafter, "District"), a California public agency, for the purpose of extending the agreement for the District's disposal of sludge at the County's Benton Crossing Landfill (hereinafter, "the Agreement"). The County and the District are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The term of the Agreement shall be extended until June 30, 2016, unless sooner terminated as provided in the Agreement.
2. Paragraph (a) of Section 2 of the Agreement, "Payment for Disposal" shall be amended and restated in full as follows:

2. Payment For Disposal.

a. The District shall pay the County \$68.50 per-ton (the "Tipping Fee") of sludge that it disposes during the term of this Agreement. Any extension beyond June 2016 agreed to by the parties may include an adjustment in the Tipping Fee, as negotiated between the parties at that time. In order to calculate the weight of the sludge: (i) the District's truck will be weighed upon entry to the Landfill before the sludge is off-loaded from the truck; (ii) the truck will be weighed a second time before it exits the Landfill after the sludge has been removed from the truck; and (iii) the difference between the two weights will be considered the weight of the District's sludge, which will be used to calculate the Tipping Fee.

3. All other provisions of the Agreement not herein modified shall remain in full force and effect.
4. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which constitute one and the same written instrument.

IN WITNESS of the foregoing, the parties have signed this First Amendment through their duly-authorized representatives, as set forth below:

County of Mono:

Mammoth Community Water District:

By: _____

By: _____

Name: Larry K. Johnston Name:

Thomas R. Smith

Title: Chairman, Board of Supervisors

Title: President, Board of Directors

Attest:

Secretary, Board of Directors

Approved as to Form:

Stacey Simon
Assistant County Counsel

Approved by Risk Management:

Bill Van Lente

SLUDGE DISPOSAL AND TIPPING FEE AGREEMENT

This Sludge Disposal and Tipping Fee Agreement (the "Agreement") is entered into on this the 16th day of June, 2011, by and between the Mammoth Community Water District (the "District") and the County of Mono (the "County"), which are collectively referred to herein as the "Parties."

Recitals

A. The District accumulates sludge at its wastewater treatment plant. The District must dispose of the sludge in a manner that is consistent with best industry practices and the Mono County Sludge Operating Management Plan (OMP) and Sampling and Analysis Plan (SAP) (the "County OMP/SAP").

B. The County operates the Benton Crossing Sanitary Landfill located in Mono County at 899 Pit Road off of Owens River Road, near Whitmore Hot Springs, California (the "Landfill").

C. The District had been utilizing a contractor to haul its sludge to and dispose of the sludge at the Landfill. In July 2010, the contractor retired and since that time the District has been using its own employees and equipment to haul the sludge to and dispose of the sludge at the Landfill under an informal agreement with the County.

D. The District desires to continue to use its own employees and equipment to haul its sludge to and dispose of the sludge at the Landfill and the District desires to enter into a formal agreement with the County that allows the District to continue to dispose of its sludge at the Landfill or another County landfill.

E. The County desires to allow the District to continue to dispose of its sludge at the Landfill, or another County landfill, provided that the District pays a reasonable fee for the right to dispose of the sludge.

WHEREFORE, in consideration of the above recitals, the Parties agree as follows:

Agreement

1. Disposal of Sludge. The County hereby grants to the District a right to dispose of its sludge at the Landfill pursuant to the terms of the Agreement. The County shall be responsible for complying with section 7 of the County OMP/SAP, which requires that sludge be processed and mixed with soil at the Landfill and that soil samples be taken as specified in the County OMP/SAP. If, during the term of this Agreement, the Landfill closes or the County can no longer accept the District's sludge at the Landfill, then the County may designate an alternate location within Mono County where the District may dispose of its sludge for the remainder of the term of the Agreement and in accordance with the terms set forth herein, or it may terminate this Agreement. If the County will require the District to dispose of the sludge at a disposal site

within Mono County that is not the Landfill, or if the County elects to terminate this Agreement, then the County shall provide written notice of such change or termination to the District at least ninety (90) days before the change is required or the date of termination, unless shorter notice is required for the immediate protection of public health, safety, or welfare, or required by order or direction of a regulatory authority having jurisdiction over the activities specified in this Agreement.

2. Payment For Disposal.

a. The District shall pay the County \$68.50 per-ton of sludge that it disposes during the term of this Agreement, or any extension or renewal thereof (the "Tipping Fee"). In order to calculate the weight of the sludge: (i) the District's truck will be weighed upon entry to the Landfill before the sludge is off-loaded from the truck; (ii) the truck will be weighed a second time before it exits the Landfill after the sludge has been removed from the truck; and (iii) the difference between the two weights will be considered the weight of the District's sludge, which will be used to calculate the Tipping Fee.

b. Within 10 business days after the last day of each month, the County shall provide the District with a detailed invoice that includes the following information: (i) the weight of each load of sludge that the District disposed of under the terms of this Agreement during the preceding month; (ii) the Tipping Fee for each load of sludge; and (iii) the total amount of the Tipping Fees for the District's sludge disposal during the preceding month (the "Invoice Amount"). Within 10 business days after receiving each monthly invoice, the District shall pay the County the Invoice Amount, unless the District disputes that amount pursuant to Section 2.c., hereof.

c. If the District believes that the Invoice Amount is incorrect, then, within 10 business days after receiving the invoice, the District shall notify the County that it is disputing the Invoice Amount. After the District notifies the County that it is disputing the Invoice Amount, the County shall review the disputed invoice and, if the County believes that the Invoice Amount is correct, the County shall provide the District all records on which it relied to calculate the Invoice Amount. If the Invoice Amount is supported by the County's records, then the District shall pay the Invoice Amount within 10 business days after receiving copies of those records. If the County's records do not support the Invoice Amount and if the Parties can not agree on a correct Invoice Amount for any invoice that the District disputes, then the District shall pay the County for the 12-month running average of its monthly Invoice Amounts, or the Invoice Amount of the disputed invoice, whichever is less.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2011 until June 30, 2014.

4. Schedule of Disposal. The District shall dispose of the sludge at the Landfill or other designated disposal site at times that are convenient for the District during the Landfill's or other site's normal operating hours.

5. Compliance with OMP/SAP. The Parties acknowledge that the District's sludge is waste that is collected at its wastewater treatment plant. The Parties acknowledge that the constituents in the sludge are outside of the District's control. The County shall not refuse to accept the District's sludge at the Landfill or other designated disposal site within Mono County, provided that the sludge threshold concentrations for disposal in the County OMP/SAP, as same may be amended from time to time, are not exceeded, and that the District has complied with the testing and disposal procedures that are set forth in the County OMP/SAP, as same may be amended from time to time.

6. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of agreement between the Parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement.

7. Construction and Interpretation. The Parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

8. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

9. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

10. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and will be fully binding, provided that each party still receives the benefits of this Agreement.

11. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective assigns and successors of the Parties. The Parties agree that neither party shall assign this Agreement or any interest therein without first obtaining written consent to such assignment from the other party. The District hereby consents to any assignment of this Agreement by the County to a joint powers authority or agency formed by the County and the Town of Mammoth Lakes which would assume the County's rights and obligations under this Agreement.

12. Relationship of Parties. Nothing in this Agreement shall be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to any one or more of the Parties.

13. No Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the Parties and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

14. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by the Parties.

15. Governing Law. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

16. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

District:

General Manager
Mammoth Community Water District
P.O. Box 597
1315 Meridian Blvd.
Mammoth Lakes, CA 93546

County:

Solid Waste Superintendent
Mono County Department of Public Works
P.O. Box 457
74 North School Street
Bridgeport, CA 93517

Any party may change its address by notifying the other party in writing of the change of address.

WHEREFORE, this Agreement was entered into by the Parties on the date first written above in the County of Mono, State of California.

MAMMOTH COMMUNITY WATER
DISTRICT

President, Board of Directors

COUNTY OF MONO

Chair, Board of Supervisors

Attest:

Secretary, Board of Directors

Approved by Risk Management:

Mono County Risk Manager

Approved as to Form:

Mono County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Community Development and Public Works

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Mono City Emergency Access Road

AGENDA DESCRIPTION:

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

Adopt environmental document and authorize right-of way grant with BLM for Mono City Emergency Access Road.

RECOMMENDED ACTION:

1. Adopt the proposed Mitigated Negative Declaration (MND), consisting of the BLM's Mono City Ingress/Egress Road Environmental Assessment (EA) and Finding of No Significant Impact (FONSI), and supplemental Mitigation Monitoring Plan (MMP) prepared by Mono County, finding that on the basis of the whole record that there is no substantial evidence that the project will have a significant effect on the environment; that the MND reflects Mono County's independent judgment and analysis; and that the record will reside with the Mono County Clerk. Authorize the County Administrative Officer to sign the thirty (30) year renewable right-of-way grant from BLM for the Mono City Secondary Ingress/Egress Gravel Road, consistent with the project MND and Mitigation Monitoring Plan. 2. Commend the BLM, particularly Steve Nelson and Larry Primosch, for their significant efforts accommodating this important safety project for Mono City, and thank the Mono City Fire Protection District (FPD) for its persistence in advocating for and funding the project.

FISCAL IMPACT:

There is no fiscal impact associated with certification of the environmental document.

CONTACT NAME: Scott Burns, Jeff Walters

PHONE/EMAIL: 924.1807; 932.5459 / sburns@mono.ca.gov;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

- [📄 Staff report](#)
- [📄 FONSJ](#)
- [📄 EA](#)
- [📄 EA Exhibit](#)
- [📄 Mit Monitor](#)
- [📄 Clearinghouse](#)
- [📄 NOI](#)
- [📄 Report](#)

History

Time	Who	Approval
6/12/2014 10:01 AM	County Administrative Office	Yes
6/11/2014 4:04 PM	County Counsel	Yes
6/11/2014 4:03 PM	Finance	Yes

June 17, 2014

To: Board of Supervisors

From: Jeff Walters, Public Works Director
Scott Burns, Community Development Director

Re: MONO CITY EMERGENCY ACCESS ROAD

Recommendation

1. Adopt the proposed Mitigated Negative Declaration (MND), consisting of the BLM's Mono City Ingress/Egress Road Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) both of which were independently reviewed by the County, and supplemental Mitigation Monitoring Plan (MMP) prepared by Mono County, finding that on the basis of the whole record that there is no substantial evidence that the project will have a significant effect on the environment; that the MND reflects Mono County's independent judgment and analysis; and that the record will reside with the Mono County Clerk.
2. Direct staff to agendize for Board action, the thirty (30) year renewable right-of-way grant from BLM for the Mono City Secondary Ingress/Egress Gravel Road, consistent with the project MND and Mitigation Monitoring Plan.
3. Commend the BLM, particularly Steve Nelson and Larry Primosch, for their significant efforts accommodating this important safety project for Mono City, and thank the Mono City Fire Protection District (FPD) for its persistence in advocating for and funding the project.

Fiscal Impact

There is no fiscal impact associated with certification of the environmental document.

Discussion

Following significant efforts over multiple years by the BLM, the Mono City Community, Mono City FPD and Mono County, the design and environmental process has been concluded for the Mono City Emergency Access Road. The access road would provide an alternate route for the evacuation of residents and for emergency vehicle access, namely in the event of fire, but also for any emergency which may arise that prohibits use of East Mono Lake Drive. The proposed project requires issuance of a thirty (30) year renewable road right-of-way (ROW) (CACA 052688) to Mono County by BLM for the construction, operation, maintenance, and termination of a gravel secondary ingress/egress road for Mono City. Board action on the road right-of-way grant will be agendized for a future date.

Project Analyzed in Environmental Documents

The existing material pit dirt road would be improved to 12 feet wide, approximately 2,220 feet long, and designed to be a one-way road. A new one-way road segment 12 feet wide and 370 feet long would be constructed from the pit road intersection with the

parallel road to the well located at the fire station. The existing 12 foot wide 260 feet long dirt road from the fire station parking area to the well would be widened to 18 feet and would be designed as a two-way road. The overall length of this proposed secondary access route would be 2,850 feet (0.53 miles). Two turnouts would be utilized. Total project area surface disturbance would be about 0.82 acres, the majority of which would be within the footprint of an existing road. New vegetation loss from construction and maintenance would be limited to 0.30 acres. The proposed road would be gated at the two primary access points (Highway 167 and just north of the Mono City Fire Station) and managed by Mono County for emergency ingress/egress purposes only. Three locking gates would be installed, with keys to be controlled by the Mono City FPD. The project has been designed to fully comply with State and local Fire Safe requirements, in direct consultation with Cal Fire (see attached Mono City Emergency Road Technical Report).

Environmental Process

In response to initial Board of Supervisors concerns regarding mitigation costs and responsibilities, the road alignment has been refined, impacts and costs have been reduced, and the EA has been adjusted to reflect reduced disturbance and a partnership with BLM on the restoration of abandoned segments. The revised EA, which concludes the project will have no significant impacts to the environment, was circulated through the State Clearinghouse with a Mitigation Monitoring Plan prepared by county staff for review in accordance with the California Environmental Quality Act (CEQA). The only comment received, which is from Caltrans, is attached.

BLM and Mono City FPD Appreciation

The staff of the BLM has been extremely helpful in accommodating this important project for Mono City, as has the Mono City FPD. We wish to extend a big thanks to the BLM for its efforts preparing the environmental document and working with the community, Mono County, and other involved agencies. The FPD persistence in advocating for and funding the project are also to be commended.

ATTACHMENT

Mitigated Negative Declaration, including EA, FONSI and MMP
Clearinghouse Comments – Caltrans
Notice of Intent
Technical Report



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Bishop Field Office
351 Pacu Lane Suite 100
Bishop, California 93514
www.blm.gov/ca/bishop



**Finding of No Significant Impact
for the
Mono City Secondary Ingress/Egress Road Right-of-Way
Environmental Assessment, Revised March, 2014
Mono County, California
(DOI-BLM-CAC-070-2013-0025-EA)**

One of the primary purposes for preparing an environmental assessment (EA) is to determine whether or not a proposed action will have a significant impact on the human environment and therefore require the preparation of an environmental impact statement (EIS). As defined in 40 CFR 1508.13, a finding of no significant impact (FONSI) is a document that briefly presents the reasons why a federal agency action will not have a significant effect on the human environment and for which an EIS will therefore not be prepared. The regulations specify that both the context and intensity of effects be considered when determining significance (40 CFR 1508.27). This document presents the findings of the Bureau of Land Management (BLM) Bishop Field Manager concerning the selected alternative (Fire Station Alternative - Proposed Action) for the issuance of a thirty (30) year renewable road right-of-way (ROW) (CACA 052688) to Mono County for a gravel secondary ingress/egress road for Mono City, California, as described and analyzed in EA DOI-BLM-CAC-070-2013-025-EA.

Finding of No Significant Impact and Land Use Plan Conformance Determination

I have reviewed EA DOI-BLM-CAC-070-2013-0025-EA which includes the identification, explanation, and resolution of any potentially significant effects on the human environment that would result from implementation of the selected alternative (Fire Station Alternative - Proposed Action) for the construction, operation, maintenance, and termination of a gravel secondary ingress/egress road for Mono City, California. Based on my review of the environmental analyses, I have determined that implementation of the Fire Station Alternative, when fully mitigated as recommended by staff in the EA, does not constitute a major federal action that would significantly affect the quality of the human environment. None of the effects identified, including the direct, indirect and cumulative effects, in the environmental analyses meet the definition of significance either in context or intensity as outlined in 40 CFR 1508.27. Therefore, an EIS is not required and will not be prepared.

I have also reviewed the *Bishop Resource Management Plan Record of Decision* (Bishop RMP) and determined that the selected alternative, when all recommended mitigation measures are applied, does conform to the terms and conditions of the applicable land use plan as defined at 43

CFR 1601.0-5(b) and as required by 43 CFR 1610.5-3(b). Specifically, the Bishop RMP provides that “Management will be on the basis of multiple use and sustained yield” pursuant to Section 102 (a)(7) of the Federal Land Policy and Management Act of 1976 (FLPMA) (General Policies, Page 8, No. 1). The Bishop RMP also provides that “Management of public lands will consider ... [s]afety of the public and Bureau personnel” (General Policies, Page 8, No. 8 a).

In addition, the Fire Station Alternative, when fully mitigated, is consistent with the following Area Manager’s Guidelines, Standard Operating Procedures, and Decisions prescribed by the Bishop RMP:

1. Actions that interfere significantly with efforts to maintain or enhance sage grouse habitat will generally not be allowed (Area Manager’s Guidelines, Page 9, No. 8).
2. Manage candidate species, sensitive species and other species of management concern in a manner to avoid the need for listing as state or federal endangered or threatened species (Standard Operating Procedures, Wildlife, Page 12, No. 3).
3. Protect and enhance unique or important vegetation communities and wildlife habitats (Area-Wide Decisions, Page 17).
 - Yearlong Protection of endangered, threatened, candidate, and sensitive plant and animal habitats.
 - Seasonal Protection within 2 miles of active sage grouse leks from 5/1 to 6/30.
4. Manage the area to conform to the following Visual Resource Management (VRM) standards (Granite Mountain Management Area Decisions, Page 36).
 - VRM II - Mono Basin and Granite Mountain.

Pursuant to Section 501(a)(1-7) of the FLPMA, the BLM is authorized to grant rights-of-ways, amendments, and temporary use permits for uses such as pipelines, roads, power lines, wells, and other facilities on the public lands for the public good. Consistent with both Bishop RMP direction and law, the BLM can authorize a ROW as proposed by Mono County under the FLPMA and 43 CFR 2800 regulations.

Therefore, I will issue a thirty (30) year renewable road right-of-way (ROW) (CACA 052688) to Mono County for a gravel secondary ingress/egress road for Mono City, California, as described and analyzed under the Fire Station Alternative (Proposed Action) in EA DOI-BLM-CAC-070-2013-0025-EA. The ROW grant document will include all the mitigation measures identified in section B.1.M. of the EA and will identify about 0.44 acres of existing roads and previously disturbed areas in the immediate project vicinity to be rehabbed. A separate decision record for the proposed action based on the analyses provided in the EA and this FONSI will be used to issue the ROW. The decision record will include a description of administrative remedies and appeal procedures that may be available to those who believe they will be adversely affected by my decision to issue this ROW.

Rationale for Finding of No Significant Impact

My finding is based on consideration of both the context (40 CFR 1508.27(a)) and intensity (40 CFR 1508.27(b)) of the effects identified in EA DOI-BLM-CAC-070-2013-0025-EA as summarized below:

Context

The proposed action is the issuance of a thirty (30) year renewable road right-of-way (ROW) (CACA 052688) to Mono County for the construction, operation, maintenance, and termination of a gravel secondary ingress/egress road for Mono City, California. The proposed road would be approximately 2,850 feet (0.54 miles) long varying from 12 feet wide to 18 feet wide and include 2 turnouts. Total project area surface disturbance would be about 0.82 acres, the majority of which would be within the footprint of an existing road. New vegetation loss from construction and maintenance would be limited to 0.30 acres.

The proposed road would be gated at the three primary access points (Highway 167, intersection of the secondary road and parallel road, and just northwest of the Mono City well) and managed by Mono County for emergency ingress/egress purposes only.

The ROW grant document would include all the mitigation measures identified by BLM staff specialists in section B.1.M. of the EA. The rehabilitation of a about 0.44 acres of existing roads and previously disturbed areas in the immediate project vicinity would exceed the 0.30 acres of new vegetation disturbance that would result from road construction and maintenance. The ROW grant document would also include stipulations to minimize and/or eliminate potential adverse impacts to vegetation, nesting and wintering sage-grouse, migrating or holding mule deer, nesting migratory song birds, cultural resources, and Mono City residents living adjacent to the Mono City Fire Station.

The beneficial and adverse effects expected from the construction, operation, maintenance, and termination of a gravel secondary ingress/egress road for Mono City are site specific and localized in scale. None of the effects associated with the proposed action are considered measureable at the regional, state-wide, national, or international scale.

Intensity

I have considered the intensity and severity of effects anticipated from the issuance of a thirty (30) year renewable road right-of-way (ROW) (CACA 052688) to Mono County for the construction, operation, maintenance, and termination of a gravel secondary ingress/egress road for Mono City, California, as described and analyzed under the Fire Station Alternative (Proposed Action) in EA DOI-BLM-CAC-070-2013-025-EA. My consideration of the ten “significance” criteria identified in 40 CFR 1508.27(b) is summarized below:

1) Impacts that may be both beneficial and adverse.

The EA provides a description of both beneficial and adverse effects expected from implementation of the proposed action. Primary effects are briefly summarized below.

Beneficial Effects

The primary beneficial effects will accrue from: 1) Providing a secondary ingress/egress route for the Mono City subdivision, and; 2) Rehabilitating about 0.44 acres of existing roads and previously disturbed areas in the immediate project vicinity to improve sagebrush-bitterbrush vegetation and associated habitat conditions for greater sage-grouse and migratory mule deer. Overall, the magnitude of the predicted beneficial effects are limited and restricted to the local scale.

Adverse Effects

The primary adverse effects will incur from the: 1) Long-term loss of 0.30 acres of sagebrush-bitterbrush vegetation and associated wildlife habitat from road construction and maintenance, and; 2) Long-term loss of motorized vehicle access on 1,361 feet (0.26 miles) of existing roads in the immediate project area that are targeted to be closed and rehabbed as mitigation.

There may also be some short-term disturbance and displacement of wildlife in the immediate project vicinity as the result of noise and human activity associated with road construction and maintenance. Displacement and disturbance impacts will be short-term and no measureable long-term detrimental effects are expected.

Due to the installation of a gate at the well area, disturbance impacts to property owners living adjacent to the Mono City Fire Station from increased vehicle use through the fire station are not expected. Mitigation is identified that will require Mono County, the Mono City Fire Department, and the BLM to work together to minimize any unanticipated disturbance impacts should they occur.

Overall, the magnitude of the predicted adverse effects are limited and restricted to the local scale.

Conclusion

The EA provided a description of both beneficial and adverse effects expected from implementation of the proposed action. The magnitude of both the predicted beneficial effects and the predicted adverse effects of the proposed action are minimal and restricted to the local scale. None of the direct, indirect, or cumulative effects associated with the proposed action are considered significant, either individually or cumulatively, based on the analyses provided in the EA. In addition, none of the predicted adverse effects are considered significant, even when evaluated independent of the beneficial effects that will occur from implementation of the proposed action.

2) The degree to which the proposed action affects public health or safety.

I have determined the proposed action meets the intended purpose of Mono County's applied for right-of-way, which is, to improve public safety by providing a secondary ingress/egress route for the Mono City subdivision. However, the degree to which the proposed action affects public safety will be dependent upon Mono County's management of the secondary ingress/egress route, particularly under an emergency situation. The issuance of a thirty (30) year renewable road right-of-way (ROW) (CACA 052688) to Mono County for a gravel secondary ingress/egress road for Mono City by the BLM will not ensure that the authorized route will provide for the safe evacuation of the Mono City subdivision, or for safe access to the community by emergency response vehicles, under all emergency situations. To ensure public safety, Mono County will need to closely manage the use of the secondary ingress/egress road in the event of an emergency.

3) Unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas.

The proposed project site is not characterized by proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas. Implementation of the proposed action will have no effect on any historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas in the surrounding geographic area.

The proposed project site is located just northwest of the Mono Basin National Forest Scenic Area. The Bishop RMP prescribes Class II Visual Resource Management (VRM) standards for public lands immediately adjacent to the Mono Basin to maintain the existing scenic quality of the characteristic landscape. Implementation of the proposed action will result in minimal changes to the basic elements of form, line, color and texture in the characteristic landscape and would not attract the attention of the casual observer. The proposed action conforms to VRM Class II objectives prescribed by the Bishop RMP and no measurable adverse effect on scenic quality in the Mono Basin is predicted.

4) The degree to which the effects on the quality of the human environment are likely to be highly controversial.

The effects of road construction and maintenance activities are well understood. In addition, the majority of the proposed ROW alignment is restricted to the footprint of an existing road and new surface disturbance will be limited to about 0.30 acres. None of the anticipated effects identified in the EA are considered highly controversial.

5) The degree to which the possible effects on the human environment are highly uncertain or involve unique or unknown risks.

The proposed action is not unique or unusual. The effects of road construction and maintenance activities are well understood and the BLM has extensive experience evaluating the

environmental effects associated with road ROW authorizations. There are no predicted effects on the human environment that are considered to be highly uncertain or involve unique or unknown risks.

6) The degree to which the action may establish a precedent for future actions with significant effects or represents a decision in principle about a future consideration.

Any similar action must be evaluated through an appropriate site-specific environmental review and decision making process consistent with applicable law, regulation, policy, and land use plan guidance. Implementation of the proposed action will not set a precedent for future actions that may have significant effects, nor does it represent a decision in principle about a future consideration.

7) Whether the action is related to other actions with individually insignificant but cumulatively significant impacts.

The proposed action was evaluated in the context of past, present, and reasonably foreseeable actions. No individually significant or cumulatively significant effects are identified in the EA. None of the alternatives analyzed in the EA were predicted to contribute to significant cumulative effects on the human environment at either the local, regional, state-wide, national, or international scale.

8) The degree to which the action may adversely affect districts, sites, highways, structures, or objects listed in or eligible for listing in the National Register of Historic Places or may cause loss or destruction of significant scientific, cultural, or historical resources.

A Class III cultural resource inventory of the area of potential effect for the proposed project was completed and no districts, sites, highways, structures, or other objects currently listed in or eligible for listing in the National Register of Historic Places were identified. Implementation of the proposed action will not adversely affect any cultural properties currently listed in or eligible for listing in the National Register of Historic Places, nor will it cause loss or destruction of significant scientific, cultural, or historical resources.

9) The degree to which the action may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973.

No threatened or endangered species are known or likely to occur within the proposed project area based on historical records, field monitoring, and/or habitat suitability. In addition, there is no designated critical habitat for any listed species within or immediately adjacent to the proposed project site. Implementation of the proposed action will have no effect on any threatened or endangered species, nor will it result in the destruction or adverse modification of any designated critical habitat for any listed species.

The Bi-State distinct population segment (DPS) of greater sage-grouse is currently proposed for listing as threatened under the Endangered Species Act. This DPS occurs within the proposed action area and the proposed action area is within proposed designated critical habitat. The

proposed action, when fully mitigated as recommended in the EA, would have no measureable effect on greater sage-grouse or their habitat and therefore is not likely to adversely affect the Bi-State DPS or its proposed critical habitat.

10) Whether the action threatens a violation of federal, state, or local law or requirements imposed for the protection of the environment.

The EA included consideration of applicable federal, state, and local laws and requirements imposed for the protection of the environment. Federal, state, local, and tribal interests were consulted and/or considered during the environmental review process and no potential violations or inconsistencies with existing laws or policies were identified or left unresolved. Implementation of the proposed action does not threaten a violation of any known federal, state, or local law or requirements imposed for the protection of the environment.

Authorized Official

/s/ by Steven Nelson

Steven Nelson
Bishop Field Manager

4/8/2014

Date: _____

ENVIRONMENTAL ASSESSMENT

**BLM, Bishop Field Office
351 Pacu Lane, Suite 100
Bishop, CA 93514**

EA Number: DOI-BLM-CAC-070-2013-0025-EA

Lease/Serial/Case File No.: CACA 052688

Proposed Action Title/Type: Mono City Secondary Ingress/Egress Road ROW (Revised, March, 2014)

Location of Proposed Action: Mt. Diablo Base & Meridian, California, T. 2 N., R. 26 E.,
Section 7, S1/2SW1/4NE1/4,
E1/2NW1/4SE1/4,
NE1/4SW1/4SE1/4.

Applicant (if any): County of Mono, Dept. of Public Works

NOTICE: This is a revised environmental assessment based on Mono County's March, 2014 request to change the proposed action based on a revised technical report from Triad/Holmes Associates (March 13, 2014). The following changes have been incorporated into the proposed action: (1) Widen the existing road between the Fire Station and the Mono City well from 12' to 18' to allow for two-way traffic with a turnaround area (hammerhead) next to well; (2) Reduce the number of turnouts between the parallel road and Highway 167 from 7 to 2; (3) Add an additional gate near the well; (4) Install concrete filled bollards around the well and monitoring station; and (5) Reduce estimated project costs from \$75,000-\$100,000 to \$41,800. See Map 3-A.

Background:

In April 2003, the Lundy wildland fire started at the toe-slope of Copper Mountain in the eastern Sierra Nevada. Driven by high westerly winds and burning in mature shrub vegetation, the fire swept eastward crossing Highway 395 stopping near the Conway Ranch subdivision. The fire burned 740 acres and was located north of the Mono City subdivision and within 1/2 mile of the subdivision. Although wind direction did not change during the initial burn, the wind had the potential to change direction and drive the fire south into Mono City (see Map 1).

Due to fire proximity, access to and from the Mono City subdivision (179 lots, about 100 developed) was blocked by emergency response equipment due to concern of fire

movement into the area. Residents used various dirt roads to exit the subdivision. After the fire, fire-fighting personnel and Mono City residents raised concerns that a similar event would prohibit evacuation, there was an inability of emergency vehicles to quickly turn-around within the subdivision, and local fire-fighting personnel/equipment and emergency personnel/vehicles may be deterred from entering the subdivision due to the lack of a secondary access road. Fire chiefs from surrounding communities have taken a position that responding to a mutual aid call to fight a fire in Mono City would put their crews at risk since there is only one improved route into and out of the community.

As a result of the fire and the lack of secondary ingress/egress, the matter was brought to the attention of the BLM, USFS, and Mono County. In response, the USFS permitted construction of a hard surface connector road at the end of the Mono City subdivision (connecting East Mono Lake Drive and Peeler Lake Drive) to aid in the turning around of emergency vehicles. In 2004, the BLM and USFS established a fuel break to provide some defensive space around the community.

The CalTrans mineral material pit (Poleline Pit, MS 117 and 117A) located near and north of the Mono City subdivision was identified as a potential solution to the secondary road issue due to the number of roads within the pit. CalTrans had not used this pit for years and had scheduled the pit for closure in 2012. As part of that closure, all surface disturbances within the pit would be rehabbed.

The pit had numerous interior roads which provided a connection to Highway 167 and the subdivision. Although these roads were not developed for access to the subdivision or as another way for Mono City residents to get to Highway 167, these existing pit roads could provide a potential access route. In 2009, a BLM fire official, staff, and the local volunteer fire department chief reviewed the pit roads, concluding that the eastern most pit road, with improvement, could satisfy the need for secondary access.

The secondary road issue was brought to the attention of the Mono Basin Regional Planning Advisory Committee (RPAC) and a subcommittee was formed to evaluate the issue and propose solutions. The subcommittee made contact with Mono City residents and sent out questionnaires regarding the issue. As a result of these efforts, the RPAC petitioned the Mono County Board of Supervisors to apply for a secondary ingress/egress road on BLM administered public land.

In June 2010, Mono County applied to the BLM for a secondary ingress/egress road right-of-way (ROW). In May 2011, the BLM conducted a public scoping meeting at the Mono City Fire Station to discuss the proposed project and to identify any reasonable alternatives. During this scoping meeting, the public identified three alternatives that utilized some of the pit roads: the Fire Station, Blue Lake, and Goat Ranch alternatives.

As a result of the Mono County road application, the public scoping meeting, and Caltran's need to close and complete the material pit rehab, the BLM and Mono County requested that the pit rehab plan be amended so that the eastern most road would not be rehabbed as part of the pit closure. This was done so that the road could be

considered as a viable alternative for environmental review. Mono County committed to full rehab of the road should this alternative not be selected. CalTrans completed the pit rehab in July 2012. As part of that effort, the eastern most pit road was closed but not rehabbed. This road is considered to be part of the Fire Station alternative.

This document does not address the various methods or plans available to Mono City residents for handling emergency ingress/egress situations which may develop. Such methods or plans are outside the BLM's jurisdiction and are better developed through local community, fire department, and county planning.

Purpose and Need:

Current Situation and Mono County Proposal

When the Mono City subdivision was originally constructed by the developer, it was served by a single paved road (East Mono Lake Drive) which originates off of Highway 167 (Poleline/Hawthorne Highway) near the Highway 395 intersection. There is no secondary improved access road to the subdivision, but three single lane dirt roads do connect the subdivision to the highway or county roads. This lack of improved secondary access limits ingress/egress options available to residents, fire trucks, and ambulances should it be necessary in the event of an emergency. An improved secondary access road would resolve this issue and make for a safer community. The community is surrounded on four sides by public lands (including National Forest System lands) administered by the BLM Bishop Field Office and the Inyo National Forest, so any alternative secondary access would impact public lands (Mono County road application dated 6-4-2010). The 2003 Lundy wildland fire raised the community awareness of this issue to the Mono County Board of Supervisors.

The Mono County Board of Supervisors recognized that the lack of suitable secondary access to the subdivision was a potential safety issue. The Mono County Community Wildfire Protection Plan (CWPP, May 2009) authorized by the Board of Supervisors calls for a secondary access road for Mono City. Within the plan, Mono City has a community hazard rating of moderate (rating range-low to extreme) which is near the bottom of the rating system. The Board of Supervisors directed the county public works department to propose a remedy to this issue.

In response, the Mono County Public Works Department contracted with Triad/Holmes Engineering for a proposed access road technical report and subsequently filed a road ROW application with the BLM on June 4, 2010 for an existing dirt road located on the east side of the CalTrans mineral material pit (Poleline Pit) as a proposed secondary ingress/egress road for the Mono City subdivision. As proposed, this road would run from the Mono City Fire station to Highway 167 and is the most direct access from the community through public lands to the highway. Triad/Holmes Engineering revised their original report and the revision is now the proposed ROW requested by the County. Road improvement costs are important to the county and proposed road improvement

costs are estimated at \$41,800 per the revised Triad/Holmes technical report dated March 13, 2014.

Purpose and Need for the Proposed Action

The purpose of the proposed action, as defined by Mono County, is to improve public safety by providing a secondary ingress/egress route for the Mono City subdivision that would provide access to the community for emergency response vehicles or for evacuation of the community should the primary access road (East Mono Lake Drive) be blocked. The route should be the most direct route possible, provide for safe travel, use existing roads, minimize disturbance to BLM lands, and be cost effective. Route design should accommodate both ingress/egress traffic and have a compacted stable road surface capable of supporting a 40,000 pound load.

The need for the action is established by the BLM's responsibility under the Federal Land Policy and Management Act of 1976 (FLPMA) to respond to Mono County's application for a right-of-way (ROW) for the construction, operation, maintenance, and termination of a gravel secondary ingress/egress access road across public land.

Decision to be Made

This environmental assessment will be used by the BLM Bishop Field Manager to make a decision as to whether or not to issue a right-of way (ROW) to Mono County for a secondary ingress/egress road across public land for Mono City and if authorized, where the road would be located and what stipulations and mitigation measures would be required.

Public Contact, Comments and Scoping:

Local discussion of a secondary road began shortly after the 2003 Lundy wildfire. The secondary road issue was brought to the attention of the Mono Basin Regional Planning Advisory Committee (RPAC) which took the initiative to gather information and analyze the proposal.

The Mono Basin RPAC held a number of informational sessions regarding the proposed secondary road beginning in May 2009. These discussions took place during scheduled RPAC meetings (agenda item) open to the public. The RPAC set up a subcommittee to handle the secondary road proposal. Surveys or questionnaires were provided to people or sent to Mono City residents on the concept of a secondary road.

In April 2009, a Fire Safe Council meeting was held at the Mono City Fire Hall to discuss preparation for wildfire events. The lack of a secondary access road was identified by fire personnel as a safety issue. Twenty-six (26) people were in attendance.

In August 2009, a Mono City resident/property owner community meeting was held at the Mono City Fire Hall. Fire/emergency personnel from various communities were in attendance. A survey was handed out regarding the secondary road issue. There were 23 responses to the survey with 22 wanting a secondary road, 17 supporting using the eastside pit road for secondary access (Fire Station alternative), and 3 opposing this location. The majority also wanted a minimal impact road, a road gated or closed by signage to control access vs. unrestricted access, and a road that could be plowed in the winter.

In September 2009, Mono County obtained a contracted technical report titled "Mono City Emergency Access Road" from Triad/Homes Associates. This report evaluated and provided engineering recommendations for the route that was identified by Mono County as a secondary access and evacuation route for Mono City. In March, 2014 this report was revised. This revised report provided the basis for Mono County's ROW application to the BLM and is effectively the Fire Station alternative in this document.

In November 2009, the RPAC subcommittee conducted a door-to-door survey that gathered 20 responses. All 20 respondents' wanted a road, although the location was not asked. All supported a road that would result in minimal environmental disturbance. This survey was an attempt to solicit information from people that didn't attend the August meeting or did not comment at that time.

In December 2009, a request for comments was sent out by the RPAC to all Mono City property owners. This request answered some questions and provided an additional opportunity for owners to comment on the proposed route or suggest other alternatives. Four responses were received. Three responses provided alternative routes and one response supported the Fire Station alternative but wanted no roads blocked as mitigation. One response was a letter dated January 2, 2010, which provided numerous reasons against the Fire Station alternative, asked a number of questions, and suggested three other alternatives (see the discussion below on letters received by the BLM).

In April 2011, the RPAC subcommittee provided a petition signed by 49 individuals which requested that the BLM and Mono County act on the ROW application for a secondary ingress/egress access road. The petition stated that the road is essential to protect life and property due to the lack of a secondary road, that existing roads are unmaintained and unmarked, that without secondary access people are at risk of being trapped in the community in the event of fire, and that fire-fighters are at risk if they enter the community with equipment and have no secondary exit.

On May 10, 2011, the BLM conducted a public scoping meeting in order to provide information, answer questions, and obtain comments, concerns and identify issues related to the Mono County road ROW application for a proposed secondary ingress/egress access road for Mono City. A "Notice of Public Scoping Meeting for Mono City Emergency Road" was published in the Mammoth Times on April 29, May 6, and May 13, 2011, and was published in the Inyo Register on April 28 and April 30,

2011. The Notice was also sent to all Mono City private property owners of record. There were 25 people at the meeting, including agency personnel. Appendix A includes a summary of the issues raised at that meeting.

At the time of the public scoping meeting, three routes were being considered by the BLM: the Fire Station (Mono County ROW application), East Side, and Cemetery alternatives. At the meeting, participants identified two additional routes for consideration. CalTrans, at the meeting and by letter, suggested a route (Goat Ranch Alternative) that would begin opposite the existing intersection of Goat Ranch Road and Highway 167 and then make its way to Mono City through the material pit. The other alternative that was suggested would begin at the intersection of Peeler Road and East Mono Lake Drive (Blue Lake Alternative). This route would use the parallel road to get to the material pit and then to Highway 167. All five action alternatives are considered in this environmental review and are described in Section A (see Map 2 and Map 3).

Meeting participants also listed the parameters that should be considered for the proposed alternatives. These were minimize vegetation/habitat loss, reduce risk, minimize gates, minimize length, minimize cost, minimize escape travel time, reduce congestion, construct for the intended use, be a safe route, allow for visibility, allow for the fastest emergency response from surrounding communities, and provide the best evacuation point.

Additional comments were directed towards the potential gating of the road, such as gates could be a hazard during evacuation, gates could be a maintenance problem, gates could be defeated by driving around, gates could cause vehicle damage if crashed, and if not gated there could be unsupervised vehicle use on the secondary access road.

There was concern that all existing dirt road access along the north subdivision boundary, regardless of alternative, be maintained. A couple of residents stated that regardless of what happened, they would drive out the cemetery road if needed.

Another concern was potential impacts to property owners near the proposed access road's point of entry to the subdivision. This was primarily directed at the Fire Station alternative due to the proposed construction of a new road connecting the Fire Station parking lot directly to the parallel road and the existing eastern most material pit road. Commenters pointed out that the new road would encourage increased use through the Fire Station and thereby impact adjacent land owners. It was also mentioned that using the Fire Station as a staging area/entry point may result in confusion and congestion due to evacuating residents and incoming emergency vehicles.

There was a suggestion that a fire history study be conducted in order to help determine the best location for the proposed secondary access road (i.e. furthest from the west side paved road and at the opposite end of Mono City) and that the alternatives be rated based on predicted fire movement (prediction of fire spread and/or direction).

The BLM also received three letters from Mono City residents (and various emails from same) which were located near the Fire Station, citing potential impact to land owners should the Fire Station alternative be chosen. Those concerns were that the process was slanted and a decision for the Fire Station alternative had already been reached by the BLM, that any attempt to contact or register resident support or lack thereof was flawed, that use of the Fire Station would contribute to confusion and congestion during an emergency, that the only sensible alternative was the East Side or Cemetery alternative due to greatest distance from the west side paved road near Highway 395, and that it was unfair that only a certain number of landowners had to bear the burden of being next to the proposed road (i.e. the bluff-side residents wouldn't be impacted by the proposed secondary road). Another comment referenced the timing of the proposal and the proposed access road location, stating that processing the proposed secondary road at this time was premature and that more discussion with residents, fire officials, agencies, and the county should be taking place so that an emergency action plan could be developed for the whole community, whereby, the location of the secondary road could be determined in relation with that plan. The letters also cited some of the same concerns or comments that were also presented at the May 10, 2011 public scoping meeting.

In summary, the majority of people that provided written responses and/or attended the scoping meeting want a secondary access road and, in general, the Fire Station alternative is the preferred location. Out of the 147 lot owners in the community, the majority did not respond to various requests for comments and provided no comments on the proposal. There is clear concern that without a secondary access road, lives and property are at risk as well as fire-fighters and emergency personnel. There are some residents that want a secondary road but not necessarily the Fire Station alternative.

In regards to the suggestion of further emergency planning for the community, this is outside BLM's jurisdiction. Mono City residents have always had the ability to conduct emergency planning activities, as well as discuss how emergency events should be handled in conjunction with local, county and state agencies.

For this proposed project, the BLM is responding to a ROW application filed by Mono County for a secondary ingress/egress road for Mono City. The proposed secondary road has county support and Mono City residents have shown partial support.

Public comments and associated public outreach for this proposed project has been taken into consideration during the development of this environmental assessment. Six alternatives are considered; however, only 3 alternatives are considered in detail. A fire history report has been incorporated into the document. Issues identified and considered include access location, gates and associated problems, road closures, minimum environmental impact of development, locations of proposed alternative routes, staging areas, road length, access location within the community, and potential impacts to nearby residences.

During Mono County's California Environmental Quality Act (CEQA) process in early 2014, comments were received regarding the proposed project. Those comments and a revised Triad Holmes Associates technical report dated March 13, 2014 resulted in Mono County revising their ROW application.

Plan Conformance:

The proposed action is subject to the Bishop Resource Management Plan (RMP), approved March 25, 1993 and is within the Granite Mountain Management Area. The RMP has been reviewed.

The management theme for the Granite Mountain Management Area is to protect and enhance wildlife habitat and scenic values, and provide opportunities for dispersed recreation while allowing mineral exploration and development.

Bishop RMP direction that specifically applies to the proposed action provides that "Management will be on the basis of multiple use and sustained yield" pursuant to Section 102 (a)(7) of the Federal Land Policy and Management Act of 1976 (FLPMA), (General Policies, Page 8, No. 1). The Bishop RMP also provides that "Management of public lands will consider ... [s]afety of the public and Bureau personnel" (General Policies, Page 8, No. 8 a.).

Pursuant to Section 501(a)(1-7) of the FLPMA, the BLM is authorized to grant rights-of-ways, amendments, and temporary use permits for uses such as pipelines, roads, power lines, wells, and other facilities on the public lands for the public good.

In addition, the following Area Manager's Guidelines, Standard Operating Procedures, and Decisions prescribed by the Bishop RMP apply to the proposed action:

1. Actions that interfere significantly with efforts to maintain or enhance sage grouse habitat will generally not be allowed (Area Manager's Guidelines, Page 9, No. 8).
2. Manage candidate species, sensitive species and other species of management concern in a manner to avoid the need for listing as state or federal endangered or threatened species (Standard Operating Procedures, Wildlife, Page 12, No. 3).
3. Protect and enhance unique or important vegetation communities and wildlife habitats (Area-Wide Decisions, Page 17).
 - Yearlong Protection of endangered, threatened, candidate, and sensitive plant and animal habitats.
 - Seasonal Protection within 2 miles of active sage grouse leks from 5/1 to 6/30.

4. Manage the area to conform to the following Visual Resource Management (VRM) standards (Granite Mountain Management Area Decisions, Page 36)

- VRM II - Mono Basin and Granite Mountain.

The Bishop RMP defines Yearlong Protection as: No discretionary actions which would adversely affect target resources would be allowed. Existing uses and casual use would be managed to prevent disturbance which would adversely affect the target resources. Locatable mineral exploration and development could continue, with appropriate mitigation (see Bishop RMP Glossary G-7).

The Bishop RMP defines Seasonal Protection as: During the period specified, no discretionary actions which would adversely affect target resources would be allowed. Existing uses and casual use would be managed to prevent disturbance which would adversely affect the target resources. Locatable mineral exploration and development could continue, with appropriate mitigation (see Bishop RMP Glossary G-6).

Without mitigation, the proposed action and alternatives, except for the “No Action” alternative, would result in minor adverse impacts to sensitive wildlife species habitat, specifically habitat for the Bi-State distinct population segment (DPS) of greater sage-grouse. This would not conform to the RMP decision that requires “Yearlong Protection” of endangered, threatened, candidate and sensitive plant and animal habitats. Additionally, without mitigation, the action alternatives would likely not conform to the RMP decision that requires “Seasonal Protection” within 2 miles of active sage grouse leks from 5/1 to 6/30. Finally, without mitigation, the proposed action and action alternatives would not be consistent with RMP guidance specific to the maintenance and improvement of sage-grouse and mule deer habitat. Please refer to the vegetation and wildlife affected environment and environmental impacts sections concerning these issues.

Mitigation measures have been recommended for all the action alternatives which, if applied, would bring the action into conformance with the Bishop RMP.

A. Proposed Action and Alternatives

As a result of the Mono Basin RPAC subcommittee work, BLM public scoping, various discussions with fire personnel, and the Mono County ROW application, six alternatives were developed for consideration in this environmental review. The following table provides a comparison of the alternatives regarding certain features of each alternative (see Map 2, Map 3 and Photos 1-7).

SUMMARY OF ALTERNATIVES

Alternative	Length (Feet)	Number Turnout	Gates	Vegetation* Loss (Acre)	Potential** Mitigation (Acre)
Fire Station	2,850	2	3	0.30	0.30
East Side	3,242	1	2	0.85	1.35
Blue Lake	3,918	10	2	0.82	1.32
Cemetery	7,107	18	0	0.79	1.29
Goat Ranch	3,654	9	2	0.98	1.48
No Action	0	0	0	0.00	0.00

As of the date of this EA, the Poleline material pit has been closed and rehabbed, except for the eastern most access road which has been blocked with boulders and signed.

Under all alternatives, the secondary access road would be 12 feet wide with a hard-packed or graveled surface and locking gates (except for the Cemetery alternative). The road would be county maintained and snow-plowed.

The access road must comply with the County Fire Safe Standards listed in Chapter 22, Land Use Element of the Mono County General Plan. Under the plan, one-way roads shall be a minimum of 10 feet wide and shall not exceed 2,640 feet in length and a turnout shall be placed and constructed at approximately the midpoint of the one-way road. The Fire Station alternative would have a one-way portion being 2,590 feet long and a two-way portion being 260 feet long. The East Side alternative would have a one-way portion being 2,550 feet long and a two-way portion being 692 feet long. The remaining alternatives have one-way routes and exceed 2,640 feet and would utilize a turnout every 400 feet.

*Assumptions: Because the interior material pit roads have been ripped and seeded except for the eastern most pit road, the vegetation loss for alternatives that use these rehabbed roads was calculated using a full 12 feet wide road disturbance.

**For all alternatives, except for the Fire Station and No Action, total vegetation loss would be increased by 0.5 acres due to eastern most pit road not being currently rehabbed. Total mitigation for replacing vegetation loss for each alternative would then be: Column 5 Veg Loss + 0.5 Acres = Maximum Potential Mitigation Acres.

A.1. Fire Station Alternative - Proposed Action:

This alternative represents the Mono County revised secondary ingress/egress road right-of-way (ROW) application. The proposed action would be the issuance of a FLPMA thirty (30) year renewable road ROW (CACA 052688) for the construction, operation, maintenance, and termination of a gravel secondary ingress/egress access road. The access road would begin at the Mono City Fire station and end at Highway 167 (see Map 2, Map 3, Map 3-A, and Photos 1-4).

The existing material pit dirt road would be improved to 12 feet wide, would be about 2,220 feet long, and considered to be a one-way road. A new one-way road segment being 12 feet wide and 370 feet long would be constructed from the pit road intersection with the parallel road to the well located at the fire station. The existing 12 foot wide 260 feet long dirt road from the fire station parking area to the well would be widened to 18 feet and would be considered to be a two-way road. The overall length of this proposed secondary access route would be 2,850 feet (0.53 miles).

Two turnouts would be utilized. One turnout at the mid-point between the well and Highway 167 would have a width of 10 feet, length of 30 feet, and a 25 foot long taper at each end (550 ft² of disturbance). The other turnout (hammerhead) being 20 feet wide and 60 feet long would be adjacent to the well utilizing an existing disturbed area. This turnaround would be at the end of the two-way road. It is also expected that at the intersection of the parallel road and the proposed secondary access road, this intersection could be used for turn-around or turnout purposes.

The surface area of the proposed road would be about 35,760 ft² (0.82 acres) and two turnouts would comprise about 550 ft² (one turnout-turnaround at the well is previously disturbed). The total project disturbance area would be about 13,210 ft² (0.30 acres). Vegetation loss from construction would be 0.30 acres.

For road construction, the underlying dirt soil would be scarified, moisture-conditioned and re-compacted to provide a competent base. This would either serve as the road surface or it may be topped with a four-inch layer of compacted Class II aggregate base capable of supporting a 40,000 pound load. Any existing asphalt road pavement base would be retained if it could be incorporated into the new road surface.

Signs stating that the road is for "emergency use only" would be posted at Highway 167, both sides of parallel road intersection, and at the fire station.

Three locking gates would be installed: one gate at the Highway 167 entrance, one gate where the road intersects the parallel road on the north side of intersection, and one gate just past the well on the new road segment. The gates would replace the existing boulders currently blocking road use as the result of rehabilitation of the material pit.

Concrete filled steel bollards would be placed around the well head and monitoring station to prevent accidental damage.

Construction activities would take place once authorization is received and funding is approved by Mono County. Construction would take about 2 weeks. Water would be used for dust control during construction activities. Mono County would apply for a road encroachment permit from CalTrans for Highway 167 which may require an asphalt paved apron.

The road would require periodic grading and would be plowed for snow. It is expected that maintenance grading would be minimal since the road would receive little use except for in emergencies. Snow removal would be conducted at any time and on a “when needed” basis as determined by the county. The road could be used for emergency access during any time of year.

Mono County would be responsible for all construction, material, long-term maintenance and mitigation costs.

This alternative by its location would utilize the existing Fire Station as a gathering or staging point for Mono City residents evacuating the subdivision during an emergency.

The station is accessed by Silver Lake Way, a paved road intersecting with East Mono Lake Drive. The station is located on the subdivision northern boundary and near the subdivision eastern end and about three-quarters (3/4) of the way through the subdivision. The station parking lot is paved with asphalt grindings which wrap around the east and north side of the station with a paved driveway on the west side. The paved area is 80 feet by 150 feet (east side) and 40 feet by 45 feet (north side) and the driveway is 12 feet wide. The proposed access road would enter the paved area on the north side near the existing water well. This well area was fenced with chain-link about two years ago. The parking lot or paved areas could be used for staging for both residents and emergency vehicles entering or exiting the subdivision.

A.2. East Side Alternative:

Under the East Side alternative, the proposed action would be the issuance of a FLPMA thirty (30) year renewable road right-of-way (ROW) (CACA 052688) for the construction, operation, maintenance, and termination of a gravel secondary ingress/egress access road. The access road would begin at the east end of the Mono City subdivision and end at Highway 167 (see Map 2, Map 3 and Photo 5).

Near the eastern edge of Mono City, the existing 692 foot long dirt road would be improved to 18 feet wide creating a two-way road. In addition, the proposal would require new road construction beginning at the parallel road intersection and going north toward Highway 167. This new one-way road segment would be 12 feet wide and 2,550 feet long. Portions of the existing road are located on National Forest System lands would require a USFS analysis and land use authorization in addition to the BLM ROW grant. A road application has not been submitted to the USFS for the proposed use in this alternative. The overall length of this proposed secondary access route would be 3,242 feet (0.61 miles).

One turnout, at the midpoint between the parallel road and Highway 167, would be constructed with a width of 10 feet, length of 30 feet, and a 25 foot long taper at each end. It is also expected that at the intersection of the parallel road and the proposed secondary access road, this intersection could be used for turn-around or turnout purposes.

The surface area of the proposed road would be about 43,056 ft² and the one turnout would comprise about 550 ft². The total project disturbance area would be about 37,378 ft² (0.85 acres). Vegetation loss from construction would be 0.85 acres.

For road construction, the underlying dirt soil would be scarified, moisture-conditioned and re-compacted to provide a competent base. This would either serve as the road surface or it may be topped with a four-inch layer of compacted Class II aggregate base capable of supporting a 40,000 pound load.

The eastern most material pit road covering 0.5 acres would be rehabbed with native vegetation.

Signs stating that the road is for “emergency use only” would be posted at Highway 167 and the parallel road intersection.

Two gates would be installed, one at the Highway 167 entrance and one where the road would intersect the parallel road.

Construction activities would take place once authorization is received and funding is approved by Mono County. Construction would take about 2 weeks. Water would be used for dust control during construction activities. Mono County would apply for a road encroachment permit from CalTrans for Highway 167 which may require an asphalt paved apron.

The road would require periodic grading and would be plowed for snow. It is expected that maintenance grading would be minimal since the road would receive little use except for in emergencies. Snow removal would be conducted at any time and on a “when needed” basis as determined by the county. The road could be used for emergency access during any time of year.

Mono County would be responsible for all construction, material, long-term maintenance, and mitigation costs.

Under this alternative, residents and emergency vehicles would use both East Mono Lake Drive and Peeler Lake Drive as entrance and exiting routes leading to the proposed secondary access road. There would be little ability to stage or organize vehicles during an emergency event except for using the existing paved subdivision roads.

A.3. No Action Alternative:

Under the no action alternative, the proposed road ROW would not be issued for a secondary access road and the proposed road work would not be completed (see Map 2 and Map 3).

The eastern material pit road would be rehabbed covering 0.5 acres. The existing asphalt pavement (16 feet by 400 feet by 2-3 inches thick) would be removed. The 2,170 foot long material pit road would be scarified, seeded, and straw mulched and would remain closed. Mono County would be responsible for all construction and material costs for the rehab.

Secondary ingress/egress for Mono City would be limited to East Mono Lake Drive and an unimproved dirt road known as the eastern portion of the parallel road which ties into the county maintained Cemetery road. The unimproved dirt road that would most likely be used by residents to access the parallel road would be the road at the east end of Mono City which intersects the parallel road and then turn east towards the county maintained road known as Cemetery road.

Access to the parallel road could also be from a two track trail near Blue Lake Road (parallel road), two unauthorized dirt roads originating from three residential yards (not considered to be useable by anyone else), and a curvy dirt road near the fire station well (road is actually over the buried water pipeline).

A.4. Alternatives Considered but Eliminated from Detailed Analysis:

As a result of the May 10, 2011 public scoping meeting and written comments on the proposed project, three additional alternatives were identified for consideration in this environmental review: the Blue Lake, Cemetery (eastern portion of the parallel road), and Goat Ranch alternatives. These alternatives were considered but eliminated from detailed analysis (see Map 2 and Map 3).

The **Blue Lake Alternative** originates within the Mono City development and takes its name from Blue Lake Road. Located about half way through the subdivision, Blue Lake Road intersects with East Mono Lake Drive and runs south. The north extension of the road was never developed and within the subdivision it is a dirt trail, which upon entering public land becomes a dirt road that winds northeast and intersects with the poleline or parallel dirt road located north of Mono City. Under this alternative, the secondary road would start at the Blue Lake intersection going north and continue to the parallel road and then continue until the intersection of the first pit road that travels north through the now rehabilitated CalTrans mineral material pit to Highway 167. Mono County would be responsible for all construction, material, long-term maintenance costs, and rehab of the eastern pit road.

The Blue Lake alternative would be about 3,918 feet (0.74 miles) in length, have ten turnouts, and two gates. The total project disturbance area and vegetation loss from

construction would be 0.82 acres. In addition, the eastern most pit road (0.5 acres) would have to be rehabbed. There would be no staging area associated with this alternative.

This alternative was eliminated from detailed analysis because it would not meet the purpose and need as defined by Mono County. It is the fourth longest alternative, would not be a direct route, and would have numerous curves. It is unknown whether the north extension of the Blue Lake Road actually exists, and if not, then an easement would have to be obtained from the private property owner for this segment of this proposed route. There would be no opportunity for a staging area associated with this alternative.

The **Cemetery Alternative** (eastern portion of the parallel road) originates at the east side of the Mono City subdivision, goes north on an existing dirt road until meeting the parallel road then turns east and goes until meeting the county maintained cemetery road at which point travel could be east to Highway 167 or west to Highway 395. Mono County would be responsible for all construction, material, long-term maintenance costs and rehab of the eastern pit road (see Photo 6).

The Cemetery alternative would be about 7,107 feet (1.35 miles) in length, have 18 turnouts, and no gates. The total project disturbance area and vegetation loss from construction would be 0.79 acres. In addition, the eastern most pit road (0.5 acres) would have to be rehabbed.

Under this alternative, residents and emergency vehicles would use both East Mono Lake Drive and Peeler Lake Drive as entrance and exit routes leading to the proposed secondary access road. There would be no staging area associated with this alternative.

The majority of this alternative would be located on National Forest System lands. The BLM requested input on this alternative from the Inyo National Forest. Generally, the forest indicated that this alternative would not be consistent with the Mono Basin National Forest Scenic Area Comprehensive Management Plan direction. As a result of this, the forest would prefer an alternative that avoided impacts to the scenic area and would support any reasonable alternative in that regard.

This alternative was considered but eliminated from detailed analysis because it would not meet the purpose and need as defined by Mono County. It has the greatest length of all alternatives considered and therefore poses a higher safety risk due to longer travel time during an emergency. There would be little ability to stage or organize road use during an emergency event. In addition, it appears that development of this road would not meet USFS direction for management of the Mono Basin National Forest Scenic Area and from a USFS perspective, other alternatives would be preferable.

The **Goat Ranch Alternative** was suggested by CalTrans (Letter dated May 6, 2011) due to their desire to have the secondary route enter Highway 167 at an established

intersection where the Goat Ranch Road meets Highway 167 on the north side of the highway.

Under this alternative, a new road (795 Feet long) would be created opposite the Goat Ranch Road and tend southeast toward the rehabbed material pit, at which point it would tie into pit roads running diagonally through the pit and connecting with the parallel road then travelling across a new road to the Mono City Fire Station. Mono County would be responsible for all construction, material, long-term maintenance costs, and rehab of the eastern pit road.

The Goat Ranch alternative would be about 3,654 feet (0.69 miles) in length, have 9 turnouts, and two gates. The total project disturbance area and vegetation loss from construction would be 0.98 acres. In addition, the eastern most pit road (0.5 acres) would have to be rehabbed. There would be a staging area associated with this alternative by using the fire station.

This alternative was considered but eliminated from detailed analysis because it would not meet the purpose and need as defined by Mono County. The road would not be a direct route and would have numerous curves throughout. It is the third longest route of all the alternatives considered and therefore poses a higher safety risk due to longer travel time during an emergency. There would be some ability to stage or organize road use during an emergency event by using the fire station parking lot. This alternative has the highest vegetation loss.

B. Affected Environment and Environmental Impacts

B.1. Fire Station Alternative - Proposed Action:

Required Resource Analysis

The proposed action is not within a Wilderness, Wilderness Study Area (WSA), Area of Critical Environmental Concern, Wild and Scenic River Corridor, Essential Fishery Habitat or Wild Horse and Burro Herd Management Area and there would be no effects on any lands so designated.

There would be no impacts to prime farm lands or water quality (including ground or surface waters).

There would be no effect on any federally listed threatened or endangered species, or any designated critical habitat for any federally listed species. The Bi-State distinct population segment (DPS) of greater sage-grouse, a BLM designated sensitive species and a proposed threatened species under the Endangered Species Act, occurs within the proposed action area and the proposed action area is within proposed designated critical habitat.

Wilderness Characteristics

The proposed action would be on public land that was inventoried for wilderness characteristics in 1979 and was identified as CA-010-091 Mono Lake, and was considered an area which clearly and obviously did not meet the criteria for identification as a Wilderness Study Area (WSA).

The inventoried area was impacted by power distribution lines and telephone lines with associated maintenance roads, two old material sites which are active, an existing material pit that has recently been rehabilitated, livestock drift fences and associated maintenance road, county maintained dirt roads, two highways, and established roads that reduced the contiguous road-less area into less than 5,000 acres. The area was reviewed in 2011 and 2012 and all of the various man-made intrusions are still there and continue to impact the area. The area does not have wilderness characteristics at this time.

Air Quality

The project area is within the Great Basin Unified Air Pollution Control District (GBUAPCD). The proposed action is within the Mono Basin federal air quality nonattainment area. A State Implementation Plan (SIP) has been prepared for the planning area which identifies sources of emissions and control measures to reduce emissions. Federal actions are subject to conformity determinations under 40 CFR 93.

In order to determine the impact of PM₁₀ emission, the action's emissions must fall below the Federal Conformity Rule De Minimis threshold level of 70 ton/yr. It must also be below a significant level which is defined as less than 10 percent of a non-attainment or maintenance area's total emissions budgeted for that pollutant. In the case of the Mono Basin non-attainment area this budgeted amount is 5,665 tons per year and 10 percent of this amount is 566 tons per year.

The proposed action would result in PM₁₀ emissions from construction generated dust and equipment exhaust. Water would be used for dust control during construction and rehab activities. It is projected that direct and cumulative emissions would be well below the 70 tons/year threshold for a conformity determination (40 CFR 93) and below the 566 tons per year maximum. Because the increase in PM₁₀ associated with the proposed action is clearly de minimis, there is minimal impact on air quality.

Cultural Resources

A Class III cultural resource inventory of the area of potential effect (APE) for the proposed project including three alternatives was completed in May 13, 2011 by the Bishop Field Office Archaeologist. No cultural resources were located within the APE or 5 meter buffer for the proposed project. There will be no impact to cultural resources as a result of the proposed action. The results of this evaluation are detailed in Cultural Resource Inventory Report: CA170-09-28. If previously unidentified cultural resources

are encountered during project implementation, all project activity shall cease and the Field Manager and Archaeologist will be contacted (see Cultural Mitigation B.1.M. 11).

Visual Resources

The proposed action would take place on public lands having a Visual Resource Management (VRM) rating of Class II. VRM Class II is defined as, "Changes in any of the basic elements (form, line, color, texture) caused by a management activity should not be evident in the characteristic landscape. A contrast may be seen but should not attract attention."

The Key Observation point for the proposed action would be along Highway 167. The highway is traveled by the public moving between Hawthorne, NV and Highway 395 along the eastern Sierra Nevada. The highway is used by Mono City residents for access to the Mono City subdivision via East Mono Lake Drive and as a secondary access road to Bodie via the Cottonwood Canyon Road. The highway is also used by recreationalist, livestock operators, ranch owners, and utility maintenance crews periodically throughout the year with highest travel taking place during summer. Travel speed on this highway is about 60-65 MPH and the dominant views are to the south towards Mono Lake when traveling easterly and towards the Sierras and Mono Lake when traveling westerly.

Under the Fire Station alternative, an existing dirt road which intersects the highway would be improved. This road originates from the highway at an 80-90 degree angle to the south, generally heading southeast and continuing in a curvilinear path for about 1,600 feet. The road entrance is blocked by large boulders which are set back from the highway by 25 feet. The road is un-noticeable to any travelers along the highway, except when directly opposite the road entrance. The road is flanked by 2-3 foot high shrub vegetation which shields the road from view. This vegetation effectively blocks the road from view along the highway.

Upon completion of the proposed action, the road would be widened and graveled. Shrub vegetation along both edges would still be retained. A gate would replace the boulders in the same location.

It is expected that travelers on Highway 167 would not notice the road after improvement. Regardless of travel direction, the shrub vegetation bordering the improved road would block views of the improved road. The high travel speeds prohibit the viewer from being exposed to the dirt road entrance and gate for an extended time period thereby causing the landscape variance to quickly pass from view.

The project would meet Class II VRM standards. The proposed action would not be evident to the traveling public. The minimal changes in the basic elements caused by the proposed management activity would be slightly noticed in the characteristic landscape but not attract attention.

Vegetation/Threatened and Endangered/Special Status Plants

Vegetation, General

For the purposes of the vegetation sections of this document, the project area is considered to be the area that lies south of Highway 167, north of Mono City, east of Highway 395 and west of the BLM/National Forest boundary (just east of the East Side route alternative). This area is approximately 300 acres. The project area occurs within a Great Basin mixed scrub (Holland 1986) vegetation community. Vegetation cover is approximately 30 - 50% and is dominated by big sagebrush (*Artemisia tridentata* ssp.), bitterbrush (*Purshia tridentata*), desert peach (*Prunus andersonii*) and rabbitbrush (*Chrysothamnus*, *Ericameria* species). Around the old CalTrans material pit, big sagebrush (*Artemisia tridentata* ssp.) occurs in a low growing form which resembles the low sagebrush (*Artemisia arbuscula*) vegetation type in terms of its growth form and openness between shrubs. Indian ricegrass (*Stipa hymenoides*) is common and abundant in many areas. Several species of forbs also occur throughout the understory. The vegetation type is common to the area.

The Fire Station route would primarily follow an existing dirt and asphalt road that is generally devoid of vegetation. There is vegetation lining the road on both sides. The vegetation that is adjacent to the proposed Fire Station route is broken up by ground/vegetation disturbances due to several old, unpaved roads and the old CalTrans material pit. These roads (excluding the Fire Station alternative road) have been rehabbed along with the material pit as described in the Proposed Action and Alternatives section of this document. The Fire Station road was planned to be rehabbed as part of the material pit rehab, but road rehab was postponed until a final determination concerning future use of the road was made.

The widening of the existing road (from approximately 9' to 12'), the construction of 370 feet of new road, the widening (from 12' to 18') of 260 feet of existing road, and the creation of one turnout would result in approximately 0.30 acres of new vegetation disturbance, therefore, the proposed action would result in a permanent (reasonable foreseeable future) vegetation/habitat loss of 0.30 acres. Due to road construction and maintenance, vegetation would not regrow in this area.

The proposed action would cause direct impacts to the vegetation due to removal of native vegetation and permanent loss of habitat, indirect impacts may occur due to a slight increase in potential for spread of invasive plants (see Invasive Plants section below). Overall, the proposed action would: a) result in an approximately 0.30 acre of new vegetation disturbance; b) result in the permanent loss of 0.30 acre of vegetation; and c) primarily impact vegetation that is common and abundant in the area and elsewhere in the Great Basin.

Special Status Plant Species

The BLM uses the term "Special Status Plants" to include:

- Federal endangered, threatened, and proposed plants.
- BLM designated sensitive plants. Sensitive plants are those species that are not federally listed as endangered, threatened or proposed for federal listing, but which are designated by the BLM State Director for special management consideration. By national policy, federal candidate species are automatically treated as sensitive. The California State Director has also conferred sensitive status on California state listed endangered, threatened, and rare species, on species on List 1B (plants rare and endangered in California and elsewhere) of the California Native Plant Society's Inventory of Rare and Endangered Plants of California (unless specifically excluded by the State Director on a case-by-case basis), and on certain other plants the State Director believes meet the definition of sensitive.

No federally listed threatened, endangered, or proposed plants or designated critical habitat are known or suspected to occur in the project area. Therefore, the proposed action would have no effect on threatened, endangered, or proposed plants or their designated critical habitat.

No BLM designated sensitive plants are known or expected to occur within or immediately adjacent to the project based on a records search of the California Natural Diversity Database (CNDDDB - 2013), California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants, Bishop Field Office records and surveys conducted in the proposed project area.

Invasive, Non-native Plants

The majority of the project area, including the existing road (proposed Fire Station road) and the old material pit, is relatively free of invasive, non-native plants. However, cheatgrass (*Bromus tectorum*) and Russian thistle (*Salsola tragus*) are common within the fuel break that runs along the BLM boundary just north of Mono City. This mowed fuel break was established in 2005, subsequent mowings have occurred every 2-3 years.

It is reported by BLM staff (personal communication, Dale Johnson) that Russian thistle and other non-natives existed along the very north edge of Mono City prior to the mowing. An increase was noted after the first mowing however perennial grasses have also responded favorably to the mowing. Perennial grasses continue to do well in the mowed area despite apparent increases in cheatgrass and Russian thistle (Field Office staff observation).

No California A-rated invasive, non-native species are known to occur within the project area.

Equipment used in the implementation of the proposed action could result in the introduction and/or spread of invasive, non-native plants. Ground disturbance associated with the proposed project would result in the area being more susceptible to invasion by non-natives such as cheatgrass, Russian thistle, tumble mustard (*Sisymbrium altissimum*) and other non-natives. Establishment and spread of non-natives could result in adverse impacts to the native vegetation and increased fire danger.

Given that the existing vegetation is relatively intact and free of non-natives, the majority of the footprint of the disturbance area is already free of vegetation, and the majority of the disturbed area would be topped with gravel, it is not expected that the proposed action would result in a dramatic increase in non-natives throughout the project area. Overall, the proposed action is expected to have minimal impacts to invasive, non-native plant distribution or abundance, however without invasive plant mitigation measures there is some chance of invasive plants establishing and spreading.

Wildlife/Threatened and Endangered/Sensitive Species and Habitat

Site specific wildlife surveys occurred June of 2012 and March of 2013.

Wildlife General

The sagebrush-bitterbrush habitats in the area support a variety of wildlife species, including migratory birds, small mammals, mule deer (*Odocoileus hemionus*), coyotes, and other species. Migratory birds in the vicinity of the project area may include sagebrush-obligate songbirds such as sage sparrow, sage thrasher and brewer's sparrow and other birds that largely depend on shrub habitats. Pygmy rabbit (*Brachylagus idahoensis*) and greater sage-grouse (*Centrocercus urophasianus*) are both BLM sensitive species that could be found in or near the project area and are discussed in further detail below.

No long-term impacts are expected to wildlife in general because the amount of habitat lost (less than one acre) is a very small proportion of the habitat available to wildlife in the area. The project area is surrounded by thousands of acres of suitable habitat with similar characteristics as found along the edges of the road that is proposed for use. Additionally, the existing habitat is fragmented by the pit road and therefore of lower quality for wildlife. In the short-term, wildlife may be displaced during road grading, road construction or turnout construction activities, but these activities are expected to be of short duration, resulting in minimal disturbance.

There may be negative impacts, such as nest destruction or abandonment, to nesting migratory birds if project activities occur during the breeding season, unless mitigation to limit vegetation removal during the breeding season is in place.

The proposed action area is important habitat for the Mono Lake mule deer herd, particularly in spring and fall as they migrate to and from the Sierra. Evidence of deer

use was found throughout the proposed action area. Additionally, bitterbrush, a primary forage plant for deer, is abundant in and around the proposed road. Project activities, particularly heavy equipment use, during the spring and fall would result in adverse disturbance impacts to deer. Increased dispersal or avoidance of an area of use could result in increased metabolic costs, which could in turn lead to decreased reproductive success and survival. Project activities would also result in less than an acre of habitat loss. Additionally, if no mitigations to limit the spread of invasives are in place, habitat could be lost as a result of impacts from invasive plant species. Because most of the proposed road is already in existence, and little new vegetation removal is proposed, use of the existing road with the additional turnouts would have minimal adverse impacts on deer habitat. However, despite the minimal impacts, an unmitigated loss of 0.30 acres of habitat would not be consistent with Bishop RMP direction for the Granite Mountain Management area to maintain and enhance habitat for mule deer.

Threatened, Endangered, Candidate and Sensitive Species

There are no federally listed threatened or endangered species or designated critical habitat in the project area. The Bi-State Distinct Population Segment (DPS) of greater sage-grouse (*Centrocercus urophasianus*) is proposed as threatened under the Endangered Species Act. The Bi-State DPS is also a BLM designated sensitive species. The Bi-State DPS occurs in the project area and the project area is within the boundaries of proposed critical habitat. The pygmy rabbit is also known to occur near the project area and is a BLM designated sensitive species.

Pygmy rabbit

Pygmy rabbits are a sagebrush-obligate species known to occur in the project vicinity. One of two rabbit species in North America that dig their own burrows, pygmy rabbits are dependent on areas of sagebrush growing in deep, friable soils. Pygmy rabbits remain close to their distinctive-looking burrows, so their presence or absence in a specific area may often be determined with a high degree of confidence by searching for their burrows.

The project area was searched for sign of pygmy rabbits. No burrows were located and it is likely that the soils are too sandy to support pygmy rabbit burrows. Only a small number of shallow holes (less than a 3 inches deep) dug by animals were located, which also indicates that the soil is not suitable for burrows. The nearest known pygmy rabbit location is approximately 1.75 miles to the west. Because pygmy rabbits are not expected to occur in the project area, no impacts are expected.

Greater Sage-Grouse

On October 28, 2013 the US Fish and Wildlife Service (FWS) proposed to list the Bi-State DPS as threatened under the Endangered Species Act and at that same time proposed to designate approximately 1.8 million acres of critical habitat (USDI 2013 a and b). Proposed critical habitat for the DPS was divided into 4 units and the project

area is in the North Mono Unit (853,397 acres) (USDI 2013b). A conservation plan for sage-grouse in the Bi-State area was created in 2004. In 2012, a new plan (Action Plan) was created to summarize accomplishments related to the 2004 plan and to strategize future conservation efforts (Bi-State Technical Advisory Committee (TAC) 2012). Population Management Units (PMU) were delineated for the Bi-State DPS and the project area is in the Bodie PMU. The Action Plan characterizes wildfire and pinyon-juniper encroachment as the highest threats in the Bodie PMU while linear infrastructure (such as power lines) and urbanization (such as an increase in residential structures in grouse habitat) are moderate threats.

The Bodie PMU includes one of the largest breeding complexes in the Bi-State area. The Thompson Ranch lek (strutting area for males) is approximately 1 mile from the proposed road. This lek is considered active at this time, as 2 males were observed strutting there in 2011. Greater sage-grouse generally nest in the vicinity of leks and studies have found high percentages of nests within 3.2 km (2 miles) of occupied leks (Braun 1977). Sage-grouse population trends in the Bodie PMU, as indicated by annual lek censuses, go through periods of highs and lows, but overall remain stable (Bi-State Technical Advisory Committee 2012).

A conservation plan for sage-grouse in the Bi-State area was created in 2004. In 2012, a new plan was created to summarize accomplishments related to the 2004 plan and to strategize future conservation efforts (Bi-State Technical Advisory Committee 2012). This 2012 plan characterizes wildfire and pinyon-juniper encroachment as the highest threats in the Bodie PMU while linear infrastructure (such as power lines) and urbanization (such as an increase in residential structures in grouse habitat) are moderate threats.

The density and distribution of the sagebrush and bitterbrush in the project area is characteristic of winter and nesting habitat for grouse throughout the Bodie PMU. Suitable canopy cover of sagebrush for sage-grouse varies throughout their range and across seasons, with shrub cover generally ranging from 12-45% (Connelly et. al 2000, Kolada et. al 2009) and the vegetation in the project area falls within this range. Grouse scat was observed in the vicinity of the proposed roads during surveys. However, grouse sign increased with distance from Mono City. The location of the majority of proposed permanent vegetation loss is directly adjacent to the fire station. No grouse sign was observed in this area. This area is of poor quality for grouse due to existing surface disturbance and the potential for disturbance and edge effects from the adjacent development.

Potential impacts to sage-grouse include direct loss of habitat, alteration of habitat through introduction of invasive species and disturbance from noise during construction and maintenance of the road.

The proposed action would result in the direct loss approximately 0.30 acres of proposed critical habitat. This represents less than 0.000117% of the proposed critical habitat in the North Mono Unit. This amount of habitat loss is so small that there

would be no impact on grouse populations. Additionally, the majority of the habitat loss is of habitat that is of lower quality due to the proximity to development. The loss of 0.3 acres of habitat, without mitigation, is inconsistent with the Bishop RMP direction of yearlong protection of sensitive species habitat.

Habitat alteration could occur from invasive species that could be spread during construction activities. Any potential habitat alteration would be a small proportion of the habitat available to grouse in the area because of the limited disturbance proposed. However, because there could be a loss of a small amount of habitat, without mitigation this alternative is inconsistent with the Bishop RMP direction of yearlong protection of sensitive species habitat.

Additionally, unless timing mitigations are in place to limit disturbance to grouse from project activities during the nesting season, this alternative would not conform to Bishop RMP direction to provide "Seasonal Protection" within 2 miles of active leks during the period of 5/1 to 6/30 (nesting season). Without mitigation, use of heavy equipment, such as snow plows and construction or maintenance equipment during the winter and nesting periods could lead to grouse avoiding the area.

In summary, the proposed action is not likely to adversely affect proposed critical habitat. Any potential effects are discountable because the amount of habitat removed is minimal in relation to the amount available (less than 1 acre of an available 853,397 acres) and the habitat where the majority of the disturbance is proposed is of poor quality for grouse due existing surface disturbance and proximity to development. However, without mitigation the proposed action would be inconsistent with direction in the Bishop RMP and could have short-term impacts on individual grouse that may be displaced during construction activities.

Minerals

No impact. There are no known mining claims or mineral material leases or ROWs in the proposed action area except for the CalTrans material pit known as the Poleline Pit (MS 117 and 117A) which was authorized under ROWs CAS 0057323 and CAS 0051776. The pit was closed and rehabbed in July 2012, except for the eastern most pit road which has been blocked. CalTrans is responsible for a successful pit rehab which usually spans about 3 years. Mono County has committed to rehab the pit road if the road is not authorized for the secondary access road.

Economic Impacts

The proposed action would result in economic impacts at the county level. Mono County would incur all costs for construction, materials, long-term maintenance, and mitigation for the proposed secondary road. The proposed action has been estimated to cost \$41,800 and this estimate does not include mitigation costs which are unknown for potential mitigation rehabilitation. The county has expressed concern that project costs be contained.

Environmental Justice

There would be no disproportionate impacts to low income or minority groups, per Executive Order 12898 (2/11/94). There are no known local groups or low income groups that use the proposed action area.

Hazardous Materials

There would be no hazardous materials associated with the proposed action.

The existing eastern most material pit road does have an old asphalt road base measuring 16 feet by 400 feet by 2-3 inches thick. The asphalt age, location, and form are not considered to be a hazmat issue.

The material pit rehab removed all old asphalt from the pit including old pavement. During pit rehab a tracked vehicle traveled on the eastern road segment easily breaking up portions of the old surface. Since the pit rehab removed all old asphalt and the existing asphalt pavement shows poor mechanical structure, this old asphalt material should be removed unless it can be incorporated into the new road surface.

Adherence to Local, State and Federal Environmental Ordinances/Laws

State and county planning direction is that new subdivisions are required to provide adequate traffic flow in, out, and within a proposed subdivision. Although the county does not have to retrofit an existing subdivision for secondary access, in this project proposal, the county desires to remedy the lack of secondary access to Mono City through a secondary ingress/egress road.

Without an improved secondary access road, it is possible that under certain emergency situations where East Mono Lake Drive would be blocked or unusable, emergency personnel/vehicles may not be able to enter the Mono City subdivision and provide service/aid. It is also possible that fire-fighting personnel/vehicles could not enter the subdivision for structure protection due to safety concerns.

Similarly, evacuation from Mono City may be compromised since the parallel road to cemetery road is not improved and may present a hazard to residents trying to use the road for escape during an emergency event. During the Lundy Fire, reports were that vehicles were detained when a vehicle got stuck while trying to leave Mono City.

Construction and maintenance of an improved secondary access road would help minimize, but not eliminate, these issues.

The access road must comply with the County Fire Safe Standards listed in Chapter 22, Land Use Element of the Mono County General Plan. Under the plan, one-way roads shall be a minimum of 10 feet wide and shall not exceed 2,640 feet in length and a turnout shall be placed and constructed at approximately the midpoint of the one-way

road. The Fire Station alternative would have a one-way portion being 2,590 feet long and a two-way portion being 260 feet long. Two turnouts are proposed for this alternative. This alternative would meet the fire safe standards established by the Mono County General Plan.

Discussion of Trust Status, Federal Trust Responsibilities, Tribal Sovereignty

There will be no impact to tribal interests as a result of this undertaking. The Mono Basin Kutzadikaa Native American community is near the proposed action area. The Kutzadikaa are not a federally recognized tribal group, but they have expressed interest in the Mono Lake Basin regarding BLM proposed management actions in the past. Neither has asserted any interest or concern for the public land involved in the proposed action area. There will be no federal trust responsibilities affected as a result of this project and there is no potential to impact tribal sovereignty.

Land Uses/Realty/Rights-of-Way

The CalTrans mineral material pit (Poleline Pit, MS 117 and 117A) was authorized under ROWs CAS 057323 and CAS 051776. The pit had not been used for years and CalTrans identified the material pit for closure. The material pit has been reclaimed as of 2012.

The pit had numerous interior roads which provided a connection to Highway 167 and the subdivision. Although these roads were not developed for access to the subdivision or as another way for Mono City residents to get to Highway 167, these existing roads could provide a potential secondary access route. In 2009, a BLM fire official, staff, and the local volunteer fire department chief reviewed the pit roads, concluding that the eastern most road with improvement could satisfy the need for secondary access.

During the 2011 public scoping meeting, the public identified three alternatives that utilized some of the pit roads: the Fire Station, Blue Lake, and Goat Ranch road alternatives.

As a result of the Mono County road application, the road scoping meeting, and Caltrans's desire to close and complete the material pit rehab, the BLM and Mono County requested that the pit rehab plan be amended so that the eastern most road would not be rehabbed as part of the pit closure. This was done so that the road could be considered as a viable alternative for this environmental review. Mono County committed to full rehab of the road should this alternative not be selected.

CalTrans completed the pit rehab in July-August, 2012 and the eastern most road was closed but not rehabbed. Since this pit road was planned to be rehabbed under the pit closure and wasn't, any alternative that does not use the eastern most pit road would include rehabbing of the eastern pit road. The vegetation rehab derives from the material pit rehab plan which required rehab of the road.

The Mono City Fire Station is located on a BLM issued Recreational and Public Purpose (R&PP CACA 000153) lease which is expired. A portion of the Fire Station alternative, consisting of a road segment would be located at the northeast corner of the lease and within lease boundaries. The lease would have to be amended for this use. It is expected that this could take place upon renewal of the R&PP lease.

Mono County would be required to obtain an encroachment permit from CalTrans for any road entering Highway 167. CalTrans may require a paved apron where the road would enter the highway. It is expected that the county would obtain the permit, and if needed, pave the access entrance.

Recreation/Social

There would be a slight impact to recreational users from the proposed action. The multiple pit roads were used mostly by local residents to access Highway 167 and areas north of the highway. The use was by pickups, motorcycles, quads, bicycles, and walking. The roads were also used to access the material pit for riding and walking trails, as well as, local dumping of residential debris. This access was eliminated when the material pit was reclaimed in July 2012. Under the proposed action, this loss of access would not change since the pit roads would remain closed and the gated eastern most material pit road would be used only for emergency purposes. Walking could still take place (see Map 1).

The potential for an increase of recreational use activity through the Fire Station, due to the creation of a new road to connect the Fire Station parking lot to the parallel road as part of the secondary access road, would be eliminated by the proposed placement of a gate between the Mono City well and the parallel road. Although this connection was previously accomplished using an existing dirt road near the well (buried water pipeline corridor), the new road would be a convenient path to get to the parallel road and most likely be used rather than well road (buried pipeline corridor). It is unknown how often the Fire Station well road was used and whether the general public was also using that route. In the public scoping meeting, an adjacent resident voiced concern over the potential increased use through the Fire Station as a result of the new road, such as, during hunting season. The addition of a gate at the well and the beginning of the new one-way road has eliminated the potential increase recreational use through the Fire Station and using the new secondary road.

In addition, there are four north side Mono City residents with dirt road access to the parallel road. These access points, which are unauthorized and have been developed over time, have been used by individual property owners for exclusive access to the parallel road and eventual access through the material pit and the cemetery road. The parallel road terminates at the west end into a private parcel located along East Mono Lake Drive. The above uses would continue under the proposed action except for the access through the pit which has been closed (see Photo 7).

The parallel road does not meet BLM Travel and Transportation System criteria for providing reasonable and varied transportation routes for accessing the public land and for recreational use, agricultural purposes, commercial and educational uses. The parallel road terminates into a private parcel at one end and ends at a county road. It does not lead to a recreational site, nor can it be used for through access by non-street legal vehicles since the vehicles can't use the county road. In this case, should the private parcel be developed, then access to parallel road would be terminated, therefore, the BLM would not consider the parallel road as part of the inventoried transportation system. The parallel road could be closed for mitigation.

In an emergency event, East Mono Lake Drive, the parallel road to Cemetery road, and the proposed Fire Station secondary ingress/egress road could be used for evacuation and emergency vehicle access.

In an emergency event where East Mono Lake Drive might be blocked, the proposed Fire Station secondary ingress/egress road could be used for evacuation and emergency vehicle access. The Fire Station parking lot could be used as a staging and gathering area for entrance to or exit from the subdivision. The west portion of parallel road would most likely not be used since it would be faster and safer to drive down East Mono Lake Drive and then proceed to the Fire Station route or east to the end of Mono City and then to the eastern portion of parallel road and to the county Cemetery road.

Fire Management

Since 1970 there have been 41 documented wildland fire ignitions within 5 miles of Mono City. Twenty-three (56%) were lightning caused. Fires occurred from April through December with June, July and August being the busiest months. Eight fires exceeded 1/2 acre in size while most (66%) were less than 1/10th acre. No fires occurred in Mono City itself. The largest (Lundy Fire) burned 740 acres during a wind event on April 24, 2003 and was contained later that day. Same day containment is common due to patchy fuels, relatively flat topography and ease of access for nearby suppression resources. Cheatgrass is making fuels more continuous (see Map 5).

Most large fires in the Mono Basin are wind driven. Wind events associated with frontal passage are common from October through May and occasional in June and August. The most commonly observed wind direction is south-southwest. Topography, generally, does not alter wind speed and/or direction except for erratic winds near canyon mouths. Fuels are typically very dry during fire season and fires will respond quickly to wind shifts, gusts and changes in topography. Live fuels green up in May, reach peak fuel moisture in July and are dormant by mid-October. Most precipitation falls as snow and fuels may be snowbound November-March. Thunderstorms may have enough rain to extinguish fires. Thermal lows develop in the Mono Basin during the summer and low level atmospheric instability may be observed on otherwise stable days. This can increase fire behavior (see Appendix B).

Based on the above, although one may say that a wildfire would tend to travel north or northeast driven by south or southwest winds, it is not possible to accurately predict where a fire start might occur or which direction a fire would progress.

Beginning in 2004, a vegetative mowing was conducted around the community in order to provide defensive space. The fuel break has been retreated by the BLM and USFS every 3 years. A Fire Safe Council was established for the Mono City community in 2005.

The Mono County Board of Supervisors recognized that the lack of suitable secondary access to the subdivision was a potential safety issue. The Mono County Community Wildfire Protection Plan (CWPP, May 2009) authorized by the Board of Supervisors calls for a secondary access road for Mono City. Within the plan, Mono City has a community hazard rating of moderate (rating range-low to extreme) which is near the bottom of the rating system. That plan also recommended a second means of ingress/egress for the Mono City community. In 2010, The Board of Supervisors directed the county public works department to propose a remedy to this issue (i.e. using the contracted 2009 Triad/Homes Associates Engineering report and the filing of the road ROW application). The Triad engineering report was revised in March, 2014.

Regarding a potential wildland fire event, federal, CalFire, and local fire departments respond to fires with an overriding direction for fire-fighter safety and the goal of protecting life, property, and natural resources. Federal fire-fighters respond to wildland fires and threats to the wildland but are not trained, equipped or responsible for structure fires. CalFire responds to both wildland and structure fires, and local fire departments respond to structure fires and may also work on wildland fires. Regardless of jurisdiction, fire suppression decisions are based on fire-fighter safety and the ability of fire-fighters to safely enter and leave a fire area.

Establishing a secondary ingress/egress road would meet Mono County guidance and would provide a secondary route for both residents and emergency personnel during an emergency event. However, none of the proposed routes would provide for guaranteed secondary ingress/egress under all emergency situations. Mono County would need to closely manage the use of the secondary ingress/egress in the event of an emergency to ensure public safety.

Cumulative Effects

For most resources, there would be no or minimal direct or indirect impacts, therefore there would be no cumulative impacts from implementation of this project.

For vegetation, while there would be some disturbance and loss of habitat, the incremental impact of the project when combined with any past, present, and reasonably foreseeable future actions would be negligible.

For wildlife, while there may be short-term impacts from displacement and minimal habitat loss, these impacts are minor, therefore the incremental impact of the project when combined with any past, present, and reasonably foreseeable future actions would be negligible and are not expected to lead to population level impacts.

B.1.M. Description of Proposed Mitigation Measures:

1. Close and rehab at least 0.30 acre of dirt roads and/or selected disturbed areas in the immediate local area (refer to Appendix C Potential Mitigation Rehab Areas). The road segments and/or disturbed areas would be rehabbed by ripping three (3) to six (6) inches deep and would be seeded with native species, chosen in consultation with the BLM. The road segments would be closed at each end with 3-4 foot diameter boulders. All rehab would be completed cooperatively by Mono County and the BLM. Rehabbed roads and areas would be signed as closed. The BLM would provide the signs and coordinate the sign locations with the county (see Map 4, Potential Rehab Areas).
2. No road construction or maintenance activities would be allowed between May 1 and June 30. Low intensity activities of short duration and limited scale such as rock removal and gate installation may occur if the BLM, in consultation with the CDFW, determines that such activities are not likely to have an adverse effect on nesting sage-grouse.
3. Project activities, including future road maintenance and snow plowing, would be authorized to occur from July 1 to April 30 with the following stipulations:
 - a. From July 1 to August 15, a nest survey would be conducted within 50 feet of any planned vegetation disturbance by a qualified biologist provided by the county, or the BLM, prior to any vegetation disturbance during the migratory bird breeding season. If nests are located, or if other evidence of nesting is observed, a protective buffer would be delineated in coordination with the BLM and the area would be avoided to prevent the destruction or disturbance of nests until they are no longer active. The start and end dates of this seasonal restriction may be altered in coordination with the BLM based on site-specific information such as elevation and winter weather patterns, which could affect breeding chronology and the presence of the species.
 - b. From October 15 to December 15, work may occur if the BLM, in consultation with the CDFW, determines that project activities are not likely to have an adverse effect on migrating or holding mule deer.
 - c. From November 15 to April 30, snow plowing may occur if the BLM, in consultation with the CDFW, determines plowing activities are not likely to have an adverse effect on wintering sage-grouse.

4. Remove old asphalt road base in the eastern most material pit road prior to road improvement unless it can be incorporated into the new road surface.
5. Gravel or road base for road improvement activities would be reviewed and approved by the BLM prior to use to insure the material is clean and free of non-native invasive plants.
6. The installed gates would have a maximum height of 36 inches and be painted flat dark olive green.
7. All equipment and vehicles utilized during road work would be washed or sprayed off prior to entering public land in order to remove any vegetation, seeds, or debris.
8. Turnouts would be placed as designed, but should attempt to utilize previously disturbed areas where practicable in order to minimize new vegetation disturbance.
9. Routine road maintenance would be conducted so as to not cause cast off debris into adjacent vegetation.
10. The BLM would survey the completed road and five feet of the road edge for non-native invasive plants for two growing season following completion of the project. Non-native plants would be documented and the amount and coverage would be assessed qualitatively. If non-native invasive plants are present, the BLM would determine if treatment is necessary. If it the BLM determines that treatment is necessary, the BLM would work with Mono County on the required plant removal method.
11. If increased vehicle use is observed in the vicinity of the fire station and well, Mono County, the Mono City Fire Department, and the BLM would work together to determine how to reduce this use.
12. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land would be immediately reported to the authorized officer (Bishop Field Manager). Holder would suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery would be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder would be responsible for the cost of the evaluation. Any decision, as to proper mitigation measures, would be made by the authorized officer after consulting with the holder.

Residual Impacts after Mitigation

The application of all the above mitigation would bring the proposed action **into conformance** with the Bishop RMP and provide a secondary ingress/egress road. Compliance with the RMP through mitigation is described below:

Mitigation Measures for Wildlife Seasonal Protections

- M 2: From May 1 to June 30, sage-grouse nesting protection
- From November 15 to April 30, sage-grouse wintering protection
- From July 1 to August 30, migratory bird breeding season protection
- From October 15 to December 15, migratory mule deer fall protection

Limiting project activities to outside the nesting and wintering periods for greater sage-grouse would remove disturbance related impacts to sage-grouse. With the identified mitigation, the proposed action would conform to Bishop RMP direction to provide Seasonal Protection and Yearlong Protection for sage-grouse. Potential disturbance to sage-grouse would be highly unlikely as project activities would be outside of periods when grouse are likely to use the area. Due to the limited amount of disturbance proposed and because of these timing restrictions, the project is not likely to adversely affect the Bi-State DPS of greater sage-grouse.

This mitigation would remove impacts to nesting migratory birds because activities would take place outside the breeding season for migratory birds or if work is proposed during the breeding season, no work would occur in a buffer around located nests.

Limiting project activities to outside the fall migration period for mule deer would remove disturbance impacts that could lead to metabolic costs the deer would have incurred from avoidance or disturbance during project activities.

No residual impacts from project activities related to disturbance would remain after implementation of these mitigations.

Mitigation Measures for Vegetation

M 1: Rehabilitation of at least 0.30 acres of roads and/or previously disturbed areas would mitigate the impact of the loss of Great Basin mixed scrub vegetation due to the proposed action. However, rehab of previously disturbed areas, such as a well-used road, can be a slow and sometimes difficult process. It is estimated that successful rehab would result in the establishment/re-colonization of perennial grasses and forbs within 1- 5 years following rehab. Early succession shrubs such as rabbitbrush and desert peach would likely begin to establish within 3-10 years. Sagebrush, which is desired for sage-grouse habitat may take upwards of 15-30 years to fully establish.

M 4, 5, 8: These mitigation measures would help minimize the potential for the introduction or spread of invasive non-native plants. Minimizing the introduction and

spread of non-native invasive plants would help prevent adverse impacts to native vegetation as well reduce the risk of increased susceptibility to wildfire. However, treatment options for eradicating cheatgrass (or other annual grasses) are limited.

M 6, 7: Utilizing previously disturbed areas for turnouts and limiting the amount of castoff onto vegetation would help minimize adverse impacts to vegetation.

Overall, portions of the proposed route are already disturbed and the proposed mitigation measures would rehab other disturbed areas and reduce the potential for adverse impacts from non-native invasive plants.

Mitigation Measures for Wildlife Habitat

M 1: Rehabilitation of at least 0.30 acre or more of dirt roads and/or previously disturbed areas.

This mitigation would result in restoration of the same amount of habitat lost as a result of the proposed activities. In the short-term, the rehabbed roads would provide little wildlife habitat, but over the long-term, native vegetation should return, making these areas appropriate habitat for wildlife including mule deer and sage-grouse. No long term residual impacts due to project activities related to habitat loss would remain after this mitigation. The proposed action would meet Bishop RMP direction for Yearlong Protection of sage-grouse habitat Bishop RMP direction to maintain and enhance sage-grouse and mule deer habitat. No residual impacts to habitat would remain after implementation of these mitigations.

M 4, 5, 6, 7: Invasive species and turnout mitigations.

These mitigations would reduce potential adverse impacts to wildlife habitat from the spread of non-native invasive species.

Mitigation Measures for Recreation/Social

M 1: There would be a minor recreational impact as a result of mitigating the shrub vegetation loss due to secondary road construction. This recreational impact would mostly inconvenience individual Mono City residents where unauthorized dirt roads were developed behind their houses and used to access public land to the north and east through the parallel road and through the now closed and rehabbed material pit. Depending on what roads or disturbed areas would be rehabbed, access to public land could still be accomplished through the fire station to the parallel road by using the pipeline corridor or using the dirt road at the end of Mono City to access the parallel road. This may also force users to use paved roads with vehicles prohibited to use such roads due to lack of safety devices or licenses.

Cumulative impacts would not change as a result of mitigation. Although closing various dirt roads that originate from the back yards of a few Mono City residents would

impact those specific residences by reducing convenient access to public land, it is not expected that the access loss would contribute to an overall loss of public access to public lands in the Mono Basin.

B.2. East Side Alternative:

Under this alternative the affected environment would be the same as stated under Section B-1 except as stated below, noting that the route location is different for this alternative (see Map 2 and Map 3).

Resource impacts would be the same as under Section B-1, except as stated below.

Vegetation/Threatened and Endangered/Special Status Plants

Vegetation General

As with the Fire Station alternative, the East Side alternative is also within Great Basin mixed scrub vegetation. The primary difference between the two alternatives is that there is no existing road and the area is not currently disturbed in the area of the East Side route. The vegetation in the vicinity of the East Side route is largely intact. To the west (of the East Side alternative), the nearest road or other vegetation disturbance is nearly ¼ mile away and to the east the nearest road is over a mile away.

Implementation of the East Side alternative would result in the permanent loss of approximately 0.85 acres of vegetation and habitat. All of this would be new disturbance in an otherwise relatively undisturbed area.

There would be a slight positive impact to vegetation and the shrub community due to the rehab of the eastern most material pit road covering 0.5 acres.

The types of impacts from the East Side alternative are similar to those discussed in the proposed action alternative. However, the East Side alternative would result in new vegetation/ground disturbance of more than 2.6 times the area compared to the proposed action alternative. The presence of a new road may have indirect effects to native vegetation aside from, or greater than, those discussed in the proposed action alternative. These include the potential for route proliferation off the new road. Route proliferation would further impact the surrounding vegetation and increase the areas susceptibility to non-native invasive plant infestation.

Special Status Plant Species

See the discussion of Special Status Plants in the proposed action alternative. Impacts would be the same as the proposed action because no Special Status Plants are known to occur in the larger project area.

Invasive, Non-native Plants

See the discussion in the proposed action alternative. The affected environment is generally the same for both alternatives, the primary difference being the location of the East Side route is currently undisturbed.

The effects of the East Side alternative would also be similar to those discussed in the proposed action alternative. However, as discussed above in the General Vegetation section of this alternative, there is no existing road in the area of the East Side route and the area is not currently disturbed. Therefore, implementing the East Side alternative would disturb an approximately 0.85 acres in an area that is an otherwise undisturbed and intact. Generally, areas with native vegetation that is undisturbed and intact are more resistant and resilient to invasion by invasive, non-native plants. Therefore, it is expected that implementation of the East Side alternative would make the area more likely to be negatively impacted by invasive, non-native plants including the potential for increased fire danger. The potential for these adverse impacts to occur is expected to be small, but the potential is greater than that associated with the proposed action alternative.

Wildlife/Threatened and Endangered/Sensitive Species and Habitat

Impacts to wildlife are similar to those in the proposed action, with an increase of approximately 0.85 acres of habitat loss. The primary difference between this alternative and the proposed action is that this area is currently undisturbed and therefore provides habitat that is of higher quality for wildlife. Habitat that is unfragmented by roads or disturbance provides better cover and forage and less exposure to human disturbance. A new disturbance, such as road building, could lead to increased invasive species both in the disturbed area and area adjacent to the disturbance thereby decreasing wildlife habitat quality. Additionally, if this new road led to route proliferation, that would increase the loss of wildlife habitat. Similar to the proposed action, without mitigation, there are no seasonal restrictions to limit disturbance impacts to wildlife and therefore wildlife may avoid the area during project activities. Increased dispersal or avoidance of an area of use could result in increased metabolic costs, which could in turn lead to decreased reproductive success and lower survival.

There would be a slight positive impact to wildlife species and habitat due to the rehab of the 0.5 acres of the eastern most material pit road.

Adherence to Local, State and Federal Environmental Ordinances/Laws

The access road must comply with the County Fire Safe Standards listed in Chapter 22, Land Use Element of the Mono County General Plan. Under the plan, one-way roads shall be a minimum of 10 feet wide and shall not exceed 2,640 feet in length and a turnout shall be placed and constructed at approximately the midpoint of the one-way road. The East Side alternative would have a one-way portion being 2,550 feet long

and a two-way portion being 692 feet long. One turnout is proposed for this alternative. This alternative would meet fire safe standards established by the Mono County General Plan.

Economic Impacts

The proposed action would result in economic impacts at the county level. Mono County would incur all costs for construction, materials, long-term maintenance, and mitigation for the proposed secondary road. The proposed action has been estimated to cost \$41,800 and this estimate does not include mitigation costs which are unknown for potential mitigation rehabilitation. The county has expressed a concern that project cost be contained.

Although there are no cost estimates for this alternative, it would cost more than the proposed action. This alternative would construct 2,550 feet of new road versus 370 feet of new road under the proposed action. It would also require up to 1.35 acres of potential rehabilitation versus 0.30 acres for the proposed action.

Land Uses/Realty/Rights-of-Way

The BLM issued Recreational and Public Purpose (R&PP CACA 000153) lease for the Mono City Fire Station would not have to be amended for this alternative.

Recreation/Social

There would be no impact to recreational users under this alternative.

There would be no increase of recreational use activity through the Fire Station since under this alternative there would be no new road connecting the Fire Station parking lot to the parallel road as part of the secondary access road.

In an emergency event, East Mono Lake Drive, the parallel road to Cemetery road, and the proposed East Side secondary ingress/egress road could be used for evacuation and emergency vehicle access.

In an emergency event where East Mono Lake Drive might be blocked, the proposed East Side Fire Station secondary ingress/egress road could be used for evacuation and emergency vehicle access. Residents and emergency vehicles would use both East Mono Lake Drive and Peeler Lake Drive as entrance and exiting routes leading to the proposed secondary access road. There would be little ability to stage or organize vehicles during an emergency event except for using the existing paved roads for staging.

The west portion of parallel road would most likely not be used since it would be faster and safer to drive down East Mono Lake Drive and to the end of Mono City and then to

the proposed East Side road or to the eastern portion of parallel road and to the county Cemetery road.

Cumulative Effects

The cumulative effects for all resources are similar to those discussed in the proposed action because the effects are similar.

B.2.M. Description of Proposed Mitigation Measures:

Mitigation measures for this alternative are the same as for the proposed action except for the following:

1. Close and rehab at least 0.85 acres of dirt roads and/or previously disturbed areas (see Appendix C Potential Rehab Areas) in the immediate local area. In addition, the eastern most material pit road covering 0.5 acre would be rehabbed. The road segments and disturbed areas would be rehabbed by ripping three (3) to six (6) inches deep and would be seeded with native species, chosen in consultation with the BLM. The road segments would be closed at each end with 3-4 foot diameter boulders. All rehab would be completed by Mono County under BLM guidance, and the county would be responsible for all expenses. Rehabbed roads and areas would be signed as closed. BLM would provide the signs and coordinate the sign locations with the county (see Map 4, Potential Rehab Areas).

10. This mitigation would be removed.

Residual Impacts after Mitigation

The application of all the above mitigation would bring the alternative action **into conformance** with the Bishop RMP and provide a secondary ingress/egress road. Compliance with the RMP through mitigation is described in the Proposed Action Residual Impact after Mitigation Section and as stated below.

Vegetation including Invasive Non-Native Plants

See the discussion in the proposed action alternative for vegetation response and residual impacts. Impacts would be similar except the disturbance would be occurring in a currently undisturbed area and therefore the overall impact is expected to be greater.

Wildlife

See the discussion in the proposed action alternative for residual impacts related to wildlife. Impacts would be similar except the disturbance would be occurring in a currently undisturbed area and therefore the loss of this habitat would be more

detrimental to wildlife because it would result in new fragmentation in a previously undisturbed area.

Recreational Use/Social

There would be a minor recreational impact as a result of mitigating the shrub vegetation loss of 0.85 acres due to secondary road construction. This recreational impact would mostly inconvenience individual Mono City residents where unauthorized dirt roads were developed behind their houses and used to access public land to the north and east through the parallel road and through the now closed and rehabbed material pit. Depending on what roads or disturbed areas would be rehabbed, access to public land by certain residents would probably be limited to using the dirt road at the end of Mono City to access the parallel road. In order to meet 0.85 acres of mitigation rehabilitation, all areas in the mitigation rehab area table would have to be used including half of the parallel road. This may also force users to use paved roads with vehicles prohibited to use such roads due to lack of safety devices or licenses.

B. 3. No Action Alternative:

Under this alternative the affected environment would be the same as stated under Section B-1. There would be no resource impacts except for the following:

Under the no action alternative, the proposed secondary egress/ingress road ROW would not be issued and the proposed road work would not be completed. The eastern most material pit road would be rehabbed and the road would remain blocked.

In an emergency event where the East Mono Lake Drive might be blocked, Mono City residents would have to evacuate the area using the existing dirt roads to access the parallel road and then proceed east to the county Cemetery road.

It is unknown whether emergency vehicles could or would enter Mono City using other access to provide services or aid.

A component of the Mono County Community Wildfire Protection Plan (CWPP, May 2009) authorized by the Board of Supervisors which calls for a secondary access road for Mono City would not be completed.

Mono City resident's concern for a secondary egress/ingress road would not be remedied.

Vegetation/Threatened and Endangered/Special Status Plants

Vegetation, General

There would be no impact to vegetation because no vegetation removal would occur. In addition, there would be a slight positive impact to vegetation because the eastern most

pit road would be rehabbed with native vegetation covering 0.5 acres.

Special Status Plant Species

The No Action Alternative is expected to have no effect (either positive or negative) on federally listed threatened, endangered, proposed or BLM designated sensitive plants or their habitat because none are known to occur.

Invasive, Non-native Plants

Under the No Action Alternative, there would be no impact either positive or negative to invasive, non-native plants because no action would occur and currently invasive, non-native plants occur only sparingly and are not believed to be impacting the native vegetative communities of the project area.

Wildlife/Threatened and Endangered/Sensitive Species and Habitat

There would be no impact to wildlife species and habitat because no project activities would occur. There would be a slight positive impact to wildlife species and habitat because the eastern most material pit road would be rehabbed with native vegetation covering 0.5 acres.

B.3.M. Description of Proposed Mitigation Measures

No mitigation measures are proposed for this alternative.

Residual Impacts after Mitigation

This alternative would meet the Bishop RMP decisions, guidelines, and plan direction without mitigation.

Cumulative Effects

There would be no identifiable cumulative effects as a result of No Action.

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Triad/Holmes Associates, 2009. Mono City Emergency Access Road, Technical Report, September 2009.

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USDI, US Fish and Wildlife Service. 2013b. 50 CFR part 17. Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Bi-State Distinct Population of Greater Sage-Grouse. October 28, 2013.

Implementation Monitoring:

Bishop Realty Specialist, Botanist, and Wildlife Biologist would monitor the proposed project.

Persons/Agencies Consulted:

Jon Regelbrugge	USFS Inyo NF, District Ranger
Tom Hallenbeck	CalTrans, District 9 Director
Brad Mettam	CalTrans, Deputy District Director Planning
Mark Heckman	CalTrans, Environmental Branch
Rebecca Eastman	CalTrans, SMARA Coordinator
Scott Burns	Mono County, Planning Director
Jerry LeFrancois	Mono County, Planner
Heather DeBethizy	Mono County, Planner
Jeff Walters	Mono County, Public Works Director
Evan Nikirk	Mono County, Past Public Works Director
Nick Criss	Mono County, Compliance Officer
Katie Bellomo	Mono Basin RPAC, Subcommittee Chair
Randy DesBaillets	Mono City, Fire Department Assist Chief
Jim Kirby	Mono City, Volunteer Fire Dept Chief
Attendees	Mono City, Scoping Meeting, May 10, 2011

Preparer(s):

Greg Haverstock	BLM, Archaeologist
Sherri Lisius	BLM, Wildlife Biologist
Martin Oliver	BLM, Botanist
Kirstin Heins	BLM, Recreation Planner
Larry Primosch	BLM, Realty Specialist
Dale Johnson	BLM, Interagency Fuels Specialist
Alan Taylor	INF/OVD, Interagency Fire Planner

Date: April 3, 2014

Reviewed By: _____ **Date:** _____
/s/ by Heather E. Stone 4/8/2014
Environmental Coordinator

APPENDIX A

PUBLIC SCOPING MEETING NOTES

May 20, 2011

ALTERNATIVES FOR MEETING DISCUSSIONS

- #1 = FIRE STATION ALT
- #2 = EAST SIDE ALT
- #3 = BLUE LAKE ALT
- #4 = CEMETERY ALT
- #5 = GOAT RANCH ALT

ISSUES RAISED

1. WHAT HAPPENS WHEN GATE CLOSES ACCESS NEAR WELL FORCING USE ON ROADS NEAR RESIDENTCES (WESTSIDE FS)
2. ALTERNATIVE SHOULD MINIMIZE VEGETATION/HABITAT LOSS
3. ALTERNATIVE SHOULD MINIMIZE GATES
4. ALTERNATIVE SHOULD MINIMIZE LENGTH
5. ALTERNATIVE SHOULD MINIMIZE COST
6. MINIMIZE ESCAPE TRAVEL TIME AND REDUCE CONGESTION (ALL ROUTES)
7. HOW ALTERNATIVES RATE BASED ON FIRE MOVEMENT (PREDICTION OF FIRE SPREAD AND/OR DIRECTION), REDUCE RISK AND BEST EVACUATION POINT, ESTIMATED TRIAD COST MAY NOT WORK IF USED OR EXPANDED TO ALTERNATIVES (\$/FT)
8. USFS ALTERNATIVE #4 PROVIDES GOOD POINT OF COMMUNICATION, ETC.; PRO/CON; USFS ALTERNATIVE #4 COULD INCREASE CONGESTION
9. ALTERNATIVE S.B. SUPPORTIVE OF FIREFIGHTER/EMERGENCY PERSONNEL, PROTECT PROPERTY (INSURANCE) IN A TIMELY MANNER
10. ROW WILL ENSURE THAT AGREEMENT IN PLACE FOR GATES
11. GATES MAY BE A HAZARD DURING TIME OF INITIAL EVACUATION; OPEN LEADS TO UNSUPERVISED USE, MAINTENANCE PROBLEMS, DAMAGE; LOCKED LEADS TO VEHICLE DAMAGE, POTENTIAL HAZARDS/DANGER
12. LOCKED GATE CAN BE DEFEATED BY DRIVING AROUND
13. ROAD NEEDS SIGNING
14. CERTAIN ALTERNATIVES MAY PRECLUDE CURRENT USE BY LOCALS (CEMETERY AND EASTSIDE (FIRE STATION ALT))
15. POTENTIAL ALTERNATIVE AT WEST OF 859 E MONO LAKE DRIVE (BLUE LAKE ALT);
16. BLUE LAKE ALTERNATIVE NOT FEASIBLE DUE TO PRIVATE PROPERTY REFERS TO #15
17. PIT RECLAMATION COULD BE AFFECTED BY ALT 3 (BLUE LAKE ALT) THAT USE PIT LOCATION (ROADS)
18. ALTERNATIVE 1 (FIRE STATION) AND ALT 3 (BLUE LAKE) REQUIRE CALTRANS RECLAMATION PLAN TO BE AMENDED
19. ENSURE ROUTE IS CONSTRUCTED TO USE , SAFE, PROVIDES VISIBILITY
20. ALTERNATIVE SHOULD ALLOW FASTEST RESPONSE FROM SURROUNDING COMMUNITIES
21. IF ALTERNATIVE 2 (EAST SIDE ALT) SELECTED, MAINTAIN ACCESS FROM PRIVATE PROPERTY TO CEMETERY ROAD; GATE NORTH OF CEMETERY ROAD, REDUCE TO 2 GATES TO ALLOW EXISTING USE
22. Goat Ranch Alternative from CalTrans 5-6-2011 letter and voiced at meeting

APPENDIX B

Mono City Fire Road - Fire Behavior Report - June 2012

Fire History

Since 1970 there have been 41 documented wildland fire ignitions within 5 miles of Mono City. 23 (56%) were lightning caused. Fires occurred April through December with June, July and August being the busiest months. 8 fires exceeded 1/2 acre in size while most (66%) were less than 1/10th acre. No fires occurred in Mono City itself. The largest (Lundy Fire – 740 acres – down power line) burned during a wind event on April 4, 2003 and was contained later that day. Same day containment is common due to patchy fuels, relatively flat topography and ease of access for nearby suppression resources. Cheatgrass is making fuels more continuous.

Figure 1. Fires within 5 miles of Mono City by Month, Cause and Size (1970-2011)

Month	Total Fires		Size Class (Acres)									
			A (<0.1)		B (0.1-10)		C (10-100)		D (100-300)		E (300-1000)	
	# of Fires	% of Fires	Lightning	Human	Lightning	Human	Lightning	Human	Lightning	Human	Lightning	Human
April	2	5%		1								1
May	1	2%					1					
June	9	22%	5	2	1		1	1				
July	13	32%	8	2	2		1	1				
August	9	22%	2	3	1	1		1	1			
September	2	5%			1		1					
November	4	10%			3		1					
December	1	2%						1				
Total	41	100%	15	8	8	1	5	4	1	0	0	1

Fire Behavior

Most large fires in the Mono Basin are wind driven. Wind events associated with frontal passage are common from October through May and occasional in June and August. SSW is the most commonly observed wind direction and topography, generally, does not alter wind speed and/or direction except for erratic winds near canyon mouths. Fuels are typically very dry during fire season and fires will respond quickly to wind shifts, gusts and changes in topography. Live fuels green up in May, reach peak fuel moisture in July and are dormant by mid-October. Most precipitation falls as snow and fuels may be snowbound November-March. Thunderstorms may have enough rain to extinguish fires. Thermal lows develop in the Mono Basin during the summer and low level atmospheric instability may be observed on otherwise stable days. This can increase fire behavior.

Behave Outputs using typical late-summer thresholds for Fuel Model SH4 (Brush):

Inputs: Relative Humidity = 21%,
 Temperature = 80°
 10-hour Dead Fuel Moisture = 6%
 Live Fuel Moisture = 60%
 Slope = 0%

MidFlame Wind Speed	Rate of Spread (ch/hr)	Flame Length* (feet)
4.2 mph	37	8.3
10 mph	118	14.2

*Flame Lengths up to 4 feet may be attacked with handtools, beyond 8 feet can be difficult to control even with hoselays.

Prepared by Alan Taylor, Interagency Fire Planner (INF/OVD)

APPENDIX C

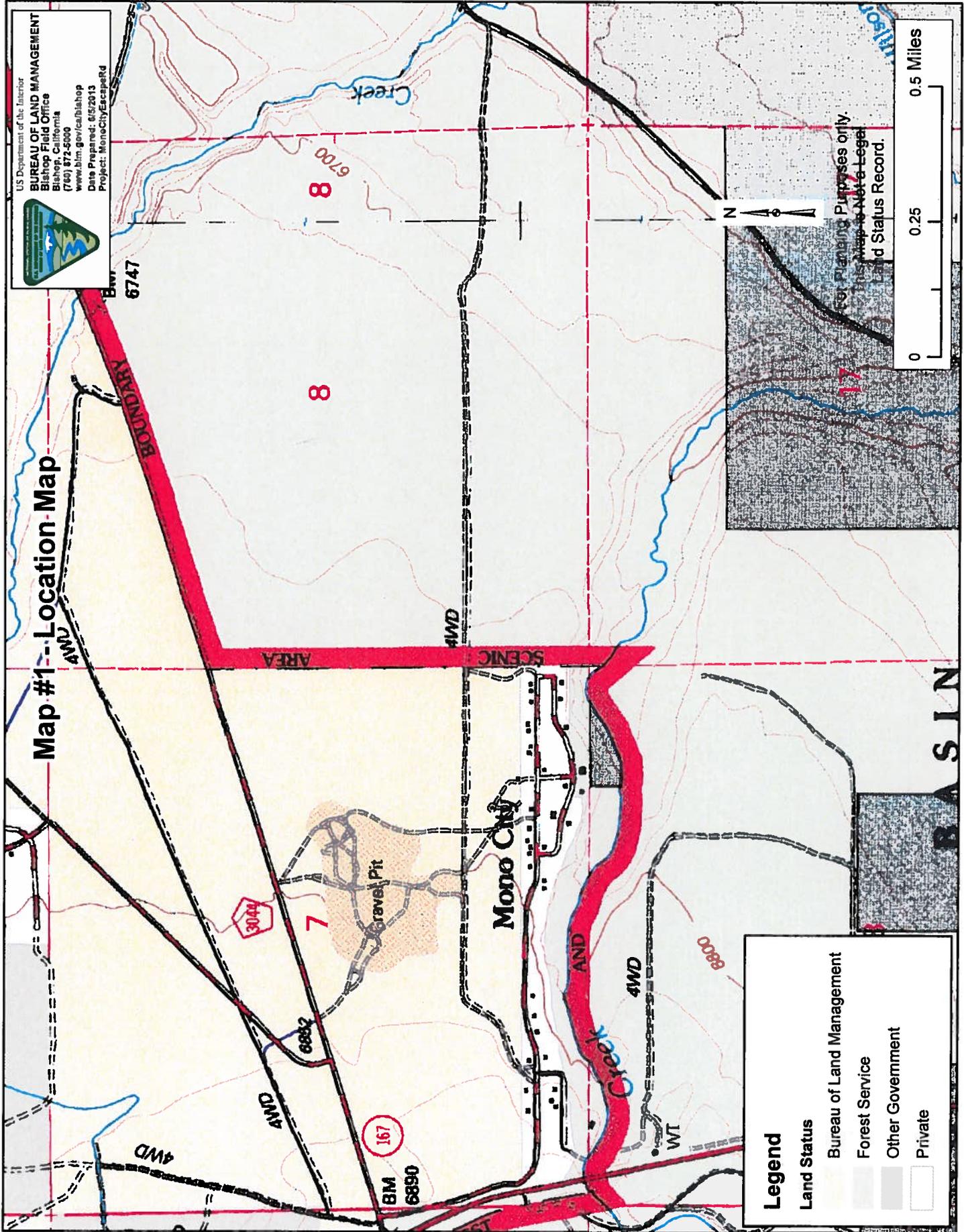
Mono City Local Area Potential Mitigation Rehab Areas

<u>Location - See Map 4</u>	<u>Length x Width</u>	<u>Square Ft.</u>	<u>Acres</u>
Pit Road Diagonal Ext. #1	769' x 8.5'	6,537 sq ft	0.15
Pit Road North/South Ext. #2	592' x 9'	5,328 sq ft	0.12
Well Road-Pipeline Corridor #3	273' x 10'	2,730 sq ft	0.06
Disturbed Area North Side #4	Varying	7,600 sq ft	0.17
Parallel Road #5	4,095' x 6.5'	<u>26,617 sq ft</u>	<u>0.61</u>
	Total	48,812 sq ft	1.11 Ac

U.S. Department of the Interior
BUREAU OF LAND MANAGEMENT
 Bishop Field Office
 Bishop, California
 (760) 872-5000
 www.blm.gov/calbishop
 Date Prepared: 6/5/2013
 Project: MonoCityEscapeRd



Map #1 -- Location Map



Legend

Land Status

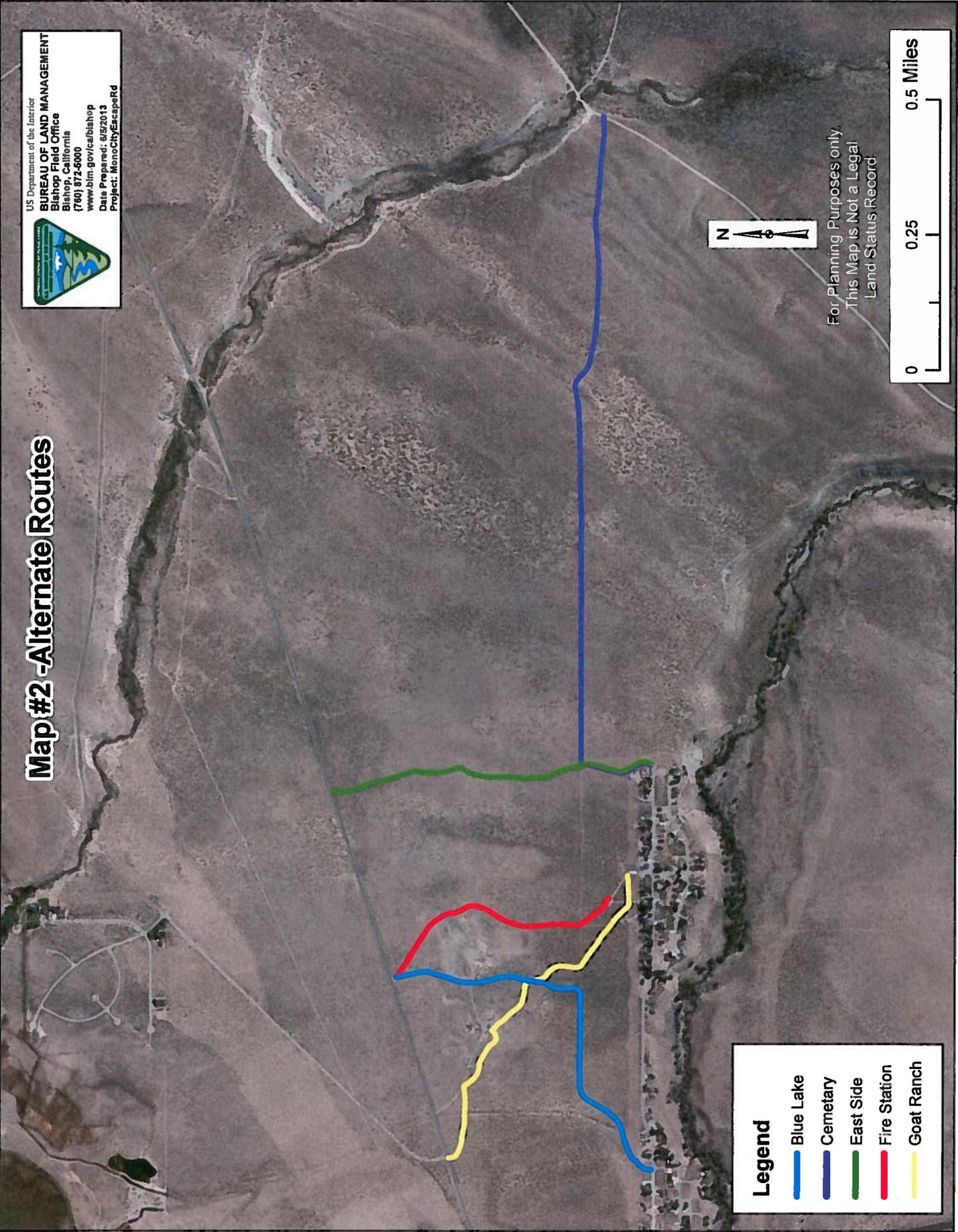
- Bureau of Land Management
- Forest Service
- Other Government
- Private

For Planning Purposes only.
 This Map is Not a Legal
 Land Status Record.

R26E

Map #2 -Alternate Routes


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 www.blm.gov/calbishop
 Date Prepared: 6/5/2013
 Project: MonoCityEscapeRd



- Legend**
- Blue Lake
 - Cemetery
 - East Side
 - Fire Station
 - Goat Ranch

T2N

T2N

R26E

R26E

Map #3 - Alternate Routes



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 Bishop, California
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 www.blm.gov/calbishop
 Data Prepared: 6/5/2013
 Project: MonoCityEscapeRd

T2N

08

167

07

18

395

Legend

Alternative Access Routes

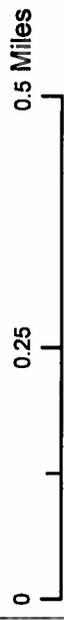
- Blue Lake
- Cemetery
- East Side
- Fire Station
- Goat Ranch

Land Status

- Bureau of Land Management
- Forest Service
- Other Government
- Private



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 Land Status Record.



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T2N

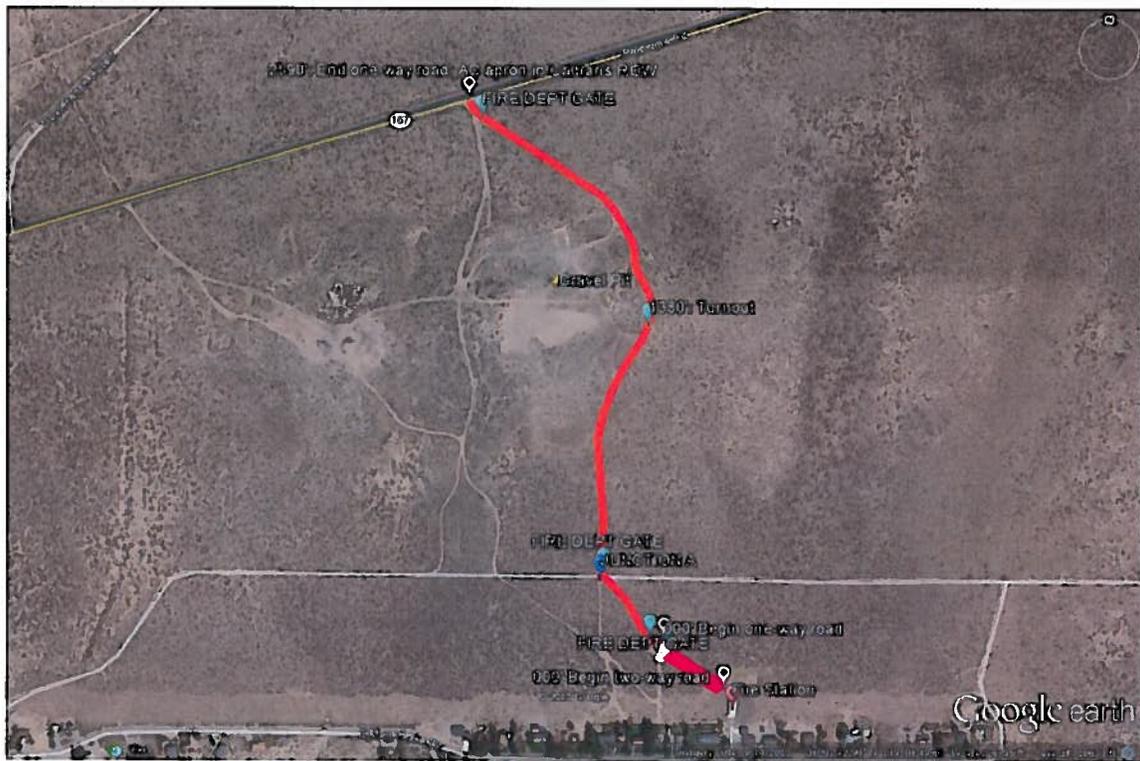


FIGURE 2.1 – ROUTE OVERVIEW



FIGURE 2.2 – FIRE STATION & WELL DETAIL

FIRE STATION ALTERNATIVE - PROPOSED ACTION

R26E

Map #4 - Potential Rehab. Areas



US Department of the Interior
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 Date Prepared: 6/5/2013
 Project: MonoCityEscapellid

T2N

Parallel Road #5

Disturbed Area
on North Side #4

Well Pipeline
Corridor #3

Pit Road N/S Ext. #2

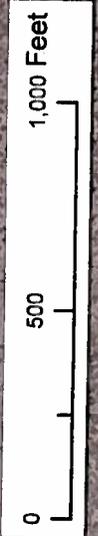
Pit Road Diagonal
Ext. #1

Parallel Road #5

Parallel Road #6



For Planning Purposes only.
This Map is Not a Legal
Land Status Record.



R26E

T2N

Fire History & Fuel Treatments Mono City, CA

1:48,000

Interagency Fire Planning
(760)-947-3034
June 2012

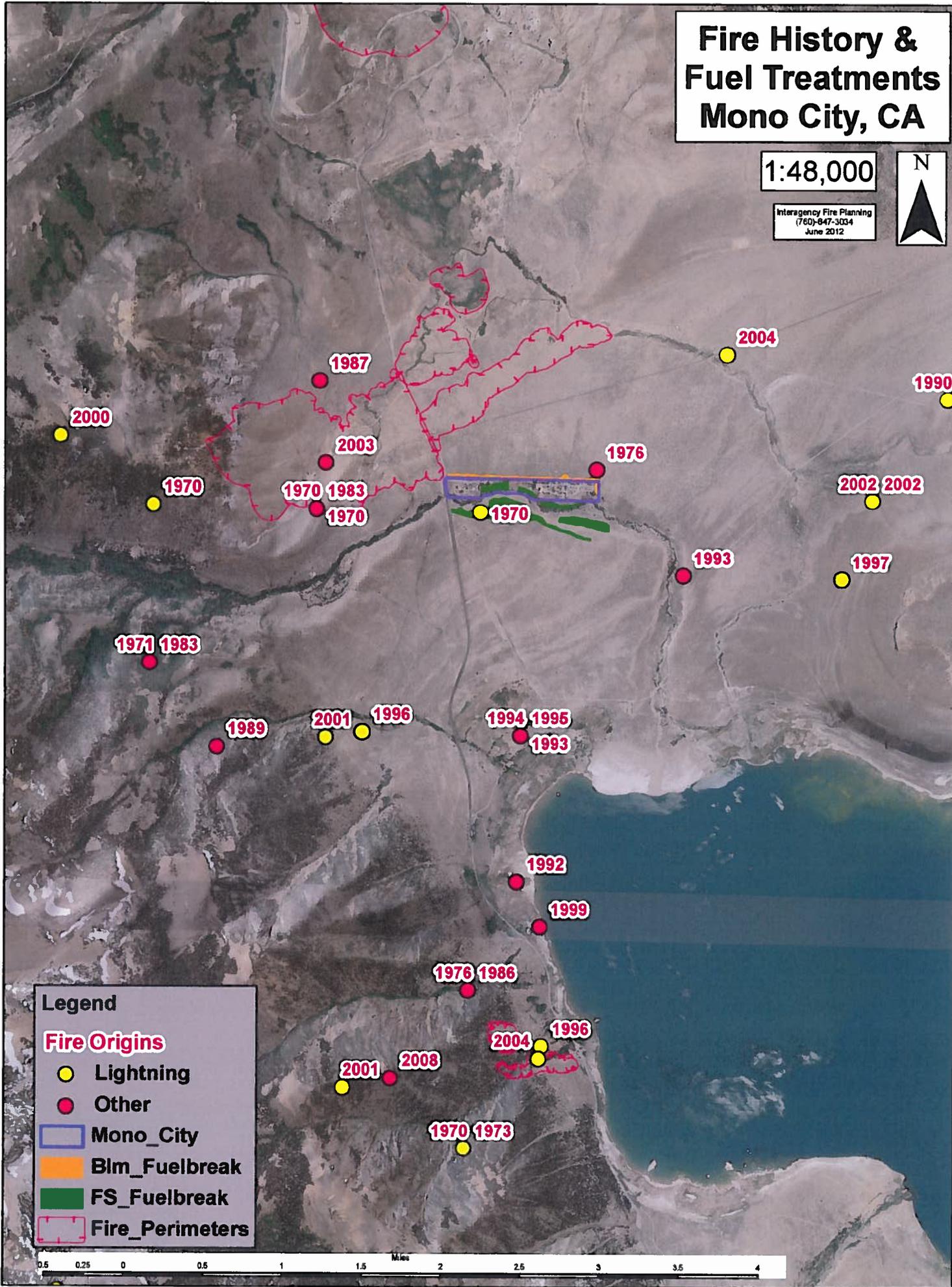




PHOTO 1
FIRE STATION ALT 1
EXISTING PIT ROAD



PHOTO 2
FIRE STATION ALT 1
NEW CONSTRUCTION



PHOTO 3
FIRE STATION ALT 1
STATION TO WELL RD

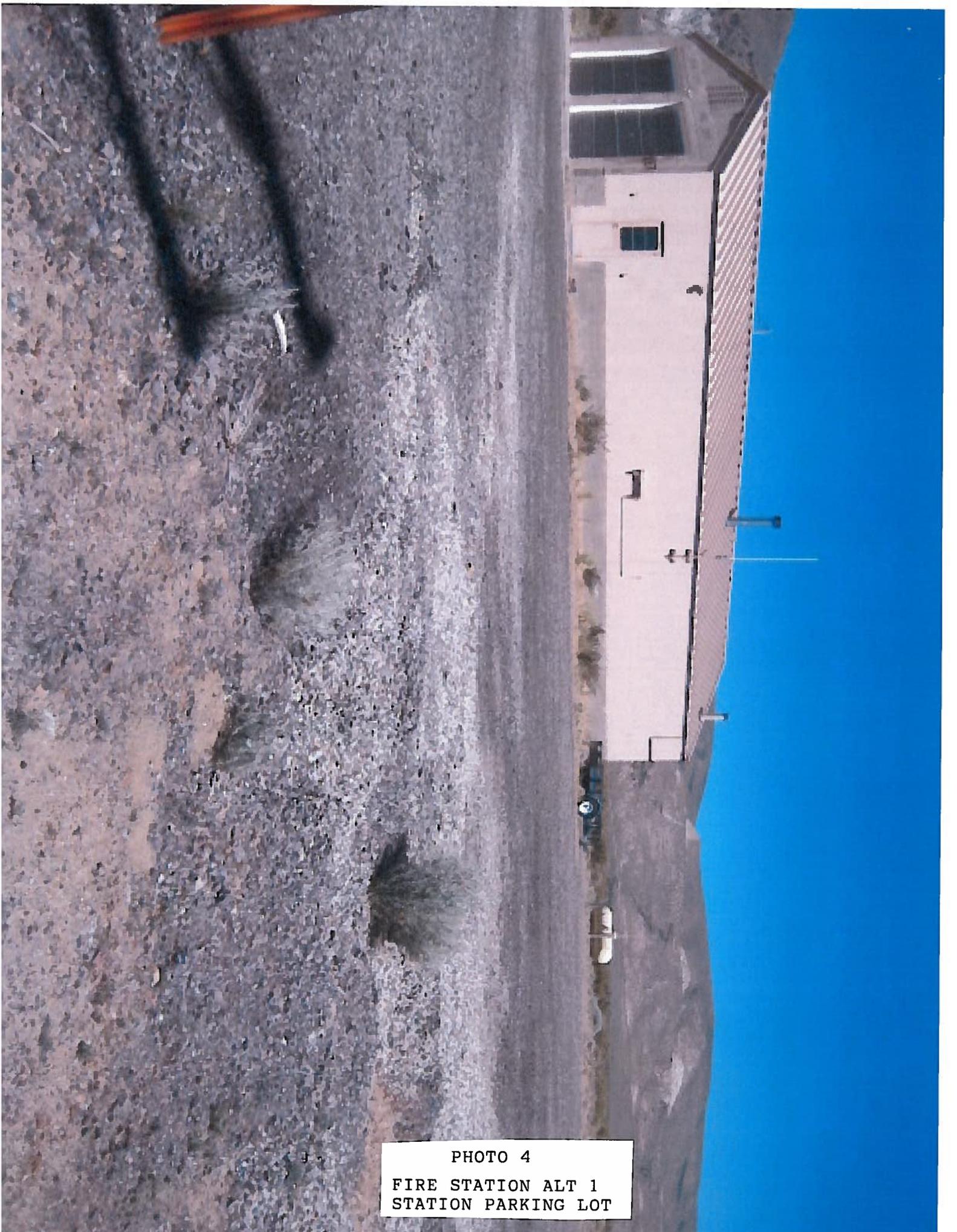


PHOTO 4
FIRE STATION ALT 1
STATION PARKING LOT



PHOTO 5
EAST SIDE ALT 2
EXISTING VEGETATION



PHOTO 6
CEMETERY ROAD



PHOTO 7
PARALLEL ROAD

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring ¹	VERIFICATION OF COMPLIANCE	
					Initials	Date
Right-of-way Mitigations						
1	Close and rehab 0.44 acres of dirt roads and selected disturbed areas in the immediate local area (refer to Exhibit C, Mono County Local Area Mitigation Rehab Areas, April 8, 2014). The identified road segments and disturbed areas shall be rehabbed by ripping three (3) to six (6) inches deep and shall be seeded with native species, chosen in consultation with the BLM. The road segments shall be closed at each end with 3-4 foot diameter boulders. All rehab will be completed cooperatively by Mono County and the BLM. Rehabbed roads and areas shall be signed as closed. The BLM will provide the signs and coordinate the sign locations with the county (see Map 4, Potential Rehab Areas).	Review and Approval of Construction Plans; Mono County Field Inspections	Prior to Project Grading and Construction Plans Approval; During Construction	Mono County CDD, Mono County FWD, and BLM		
2	No road construction or maintenance activities are allowed between May 1 and June 30. Low intensity activities of short duration and limited scale such as rock removal and gate installation may occur if the BLM, in consultation with the CDDFW, determines that such activities are not likely to have an adverse effect on nesting sage-grouse.	Prior to Construction or maintenance; BLM Field Inspections	Prior to Vegetation Clearing / Construction / Grading Activity; During Construction / Grading Activity (if necessary)	BLM Mono County FWD		
3	Project activities, including future road maintenance and snow plowing, are authorized to occur from July 1 to April 30 with the following stipulations: a. From July 1 to August 15, a nest survey	Vegetation clearing between July 1 and April 30, or nesting bird survey conducted	Prior to Vegetation Clearing / Construction / Grading Activity;	Mono County CDD / FWD, BLM, and Qualified Biologist (if necessary)		

¹ CDD = Community Development; FWD = Public Works Department

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring ¹	Verification of Compliance		
					Initials	Date	Remarks
	<p>shall be conducted within 50 feet of any planned vegetation disturbance by a qualified biologist provided by the county, or the BLM, prior to any vegetation disturbance during the migratory bird breeding season. If nests are located, or if other evidence of nesting is observed, a protective buffer will be delineated in coordination with the BLM and the area shall be avoided to prevent the destruction or disturbance of nests until they are no longer active. The start and end dates of this seasonal restriction may be altered in coordination with the BLM based on site-specific information such as elevation and winter weather patterns, which could affect breeding chronology and the presence of the species.</p> <p>b. From October 15 to December 15, work may occur if the BLM, in consultation with the CDFW, determines that project activities are not likely to have an adverse effect on migrating or hibernating mule deer.</p> <p>c. From November 15 to April 30, snow plowing may occur if the BLM, in consultation with the CDFW, determines plowing activities are not likely to have an adverse effect on wintering sage-grouse.</p>	by qualified biologist	During Construction / Grading Activity (if necessary)				
4	Remove old asphalt road base in the eastern most lateral pit road prior to road improvement unless it can be incorporated into	Review and Approval of Project Plans and	Prior to Project Grading and Construction	Mono County PWD, and BLM			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring ¹	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
5	the new road surface Gravel or road base for road improvement activities must be reviewed and approved by the BLM prior to use to insure the material is clean and free of non-native invasive plants.	Specifications; Mono County Field Inspections Review and Approval of Grading Plans and Specifications; Mono County Field Inspections	Plans Approval; During Construction Prior to Project Grading Plan and Specification Approval; During Construction / Grading Activity / Re-vegetation	Mono County PW D, and BLM			
6	The installed gates shall have a maximum height of 36 inches and be painted flat dark olive green.	Review and Approval of Construction Plans and Specifications; Mono County Field Inspections	Prior to Project Grading Plan, Construction Plan, and Specifications Approval; During Construction	Mono County PW D, and BLM			
7	All equipment and vehicles utilized during the road work must be washed or sprayed off prior to entering public land in order to remove any vegetation, seeds, or debris.	Review and Approval of Construction Plans and Specifications; Mono County Field Inspections	During Construction	Mono County PW D			
8	Turnouts may be placed as designed, but should attempt to utilize previously disturbed areas where practicable in order to minimize new vegetation disturbance.	Review and Approval of Grading Plans and Specifications; Mono County Field Inspections	Prior to Project Grading Plan and Specification Approval; During Construction /	Mono County PW D			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring ¹	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
9	Routine road maintenance shall be conducted so as to not cause cast of debris into adjacent vegetation.	Mono County Road Maintenance; Mono County Field Inspections	G grading Activity During Construction / G grading Activity	Mono County PWD			
10	The BLM will survey the completed road and five feet of the road edge for non-native invasive plants will be documented and the amount and coverage will be assessed qualitatively. If non-native invasive plants are present, the BLM will determine if treatment is necessary. If the BLM determines that treatment is necessary, the BLM will work with Mono County on the required plant removal method.	Prior to Construction; BLM Field Inspections	Prior to Project Grading Plan and Specification Approval; During Construction / G grading Activity	BLM, Mono County PWD			
11	If it is observed that there is an increase of use through the fire station and secondary road, the BLM will work with Mono County and the Mono City Fire District to determine how to reduce this use.	Inspections; Project Operations	Field Inspections; Project Operations	BLM, Mono County PWD, and Mono City Fire District			
12	Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land must be immediately reported to the authorized officer (Bishop Field Manager). Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural	Ground Disturbance Activities	During Ground Disturbance Activities	Mono County PWD, BLM			

Mitigation Number	Mitigation Measure	Monitoring and Reporting Process	Monitoring Milestones	Party Responsible for Monitoring ¹	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	<p>or scientific values. The holder will be responsible for the cost of the evaluation. Any decision, as to proper mitigation measures, will be made by the authorized officer after consulting with the holder.</p>						
13	<p>The county will consult with the Mono County Fire District regarding an emergency evacuation plan for the use and operation of the Mono County Secondary Ingress/Egress gravel road.</p>	Project Operations	Project Operations	Mono County CDD & PWD, and Mono County Fire District			



Edmund G. Brown Jr.
Governor

STATE OF CALIFORNIA
Governor's Office of Planning and Research
State Clearinghouse and Planning Unit



Ken Alex
Director

May 21, 2014

Scott Burns
Mono County
P.O. Box 347
Mammoth Lakes, CA 93546

RECEIVED
MAY 27 2014
MONO COUNTY
Community Development

Subject: Secondary Ingress/Egress Road ROW
SCH#: 2014042064

Dear Scott Burns:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on May 20, 2014, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for environmental documents pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

Document Details Report
State Clearinghouse Data Base

SCH# 2014042064
Project Title Secondary Ingress/Egress Road ROW
Lead Agency Mono County

Type MND Mitigated Negative Declaration

Description The proposed project is the issuance of a thirty year renewable road right-of-way (CACA 052688) to Mono County by BLM for the construction, operation, maintenance, and termination of a gravel secondary ingress/egress road for Mono City, CA. The existing material pit dirt road would be improved to 12 feet wide, would be about 2,220 feet long, and considered to be a one-way road. A new one-way road segment being 12 feet wide and 370 feet long would be constructed from the pit road intersection with the parallel road to the well located at the fire station. The existing 12 foot wide 260 feet long dirt road from the fire station parking area to the well would be widened to 18 feet and would be considered to be a two-way road. The overall length of this proposed secondary access route would be 2,850 feet (.53 miles).

Lead Agency Contact

Name Scott Burns
Agency Mono County
Phone 760 924 1800 **Fax**
email
Address P.O. Box 347
City Mammoth Lakes **State** CA **Zip** 93546

Project Location

County Mono
City
Region
Lat / Long 38° 2' 40.68" N / 119° 8' 56.03" W
Cross Streets Highway 167
Parcel No. 019-110-001
Township 2N **Range** 26E **Section** 7 **Base**

Proximity to:

Highways Hwy 167 & 395
Airports
Railways
Waterways
Schools
Land Use Resource Management

Project Issues Aesthetic/Visual; Air Quality; Biological Resources; Forest Land/Fire Hazard; Soil Erosion/Compaction/Grading; Traffic/Circulation; Vegetation

Reviewing Agencies Resources Agency; Department of Conservation; Department of Fish and Wildlife, Region 6 (Inyo & Mono Region); Cal Fire; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 9; Air Resources Board; Regional Water Quality Control Bd., Region 6 (Victorville); Native American Heritage Commission; State Lands Commission

Date Received 04/21/2014 **Start of Review** 04/21/2014 **End of Review** 05/20/2014

DEPARTMENT OF TRANSPORTATION

DISTRICT 9

500 SOUTH MAIN STREET

BISHOP, CA 93514

PHONE (760) 872-0785

FAX (760) 872-0754

TTY 711

www.dot.ca.gov



Serious drought.
Help save water!

cleared
05/20/14 RECEIVED

MAY 13 2014

STATE CLEARINGHOUSE

May 8, 2014

Ms. Heather deBethizy
Mono County Planning Division
P.O. Box 347
Mammoth Lakes, CA 93546

File: Mno-167-0.69
MND
SCH#: 2014042064

**Mono City Secondary Ingress/Egress Road - Mitigated Negative Declaration (MND)/
Environmental Assessment (EA) and Finding of No Significant Impact (FONSI)**

Dear Ms. deBethizy:

Thank you for giving the California Department of Transportation (Caltrans) District 9
The opportunity to review the County proposal to adopt the EA and FONSI prepared by the
Bureau of Land Management (BLM) in place of a Mitigated Negative Declaration.

Caltrans appreciates our interaction with the County and BLM in working through assorted mine
reclamation and permitting issues in order to provide this secondary (emergency) access for the
community of Mono City. Per the field review and Caltrans' permission to proceed, gate
installation and boulder relocation has occurred; that permit application is now being processed.
We currently await an application from the County for the access point and improvements at
State Route 167.

We value our cooperative working relationship with Mono County related to transportation
issues. Please contact me at (760) 872-0785, with any questions.

Sincerely,

GAYLE J. ROSANDER
IGR/CEQA Coordinator

c: State Clearinghouse
Steve Nelson, BLM
Mark Reistetter, Caltrans

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

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

April 21, 2014

To: Agencies, Organizations, and Interested Parties

NOTICE OF INTENT TO USE AN ENVIRONMENTAL ASSESSMENT AS A MITIGATED NEGATIVE DECLARATION/ INTENT TO ADOPT/NOTICE OF AVAILABILITY FOR MONO CITY SECONDARY INGRESS/EGRESS ROAD RIGHT OF WAY (ROW) EA AND FONSI AND MITIGATION MONITORING REPORT

Project Title: MONO CITY SECONDARY INGRESS/EGRESS ROAD ROW

Project Location: APN 019-110-001 Located off Hwy 167 Adjacent to Mono City, CA.

Project Description: The proposed project is the issuance of a thirty (30) year renewable road right-of-way (ROW) (CACA 052688) to Mono County by BLM for the construction, operation, maintenance, and termination of a gravel secondary ingress/egress road for Mono City, California. The existing material pit dirt road would be improved to 12 feet wide, would be about 2,220 feet long, and considered to be a one-way road. A new one-way road segment being 12 feet wide and 370 feet long would be constructed from the pit road intersection with the parallel road to the well located at the fire station. The existing 12 foot wide 260 feet long dirt road from the fire station parking area to the well would be widened to 18 feet and would be considered to be a two-way road. The overall length of this proposed secondary access route would be 2,850 feet (0.53 miles). Two turnouts would be utilized. Total project area surface disturbance would be about 0.82 acres, the majority of which would be within the footprint of an existing road. New vegetation loss from construction and maintenance would be limited to 0.30 acres. The proposed road would be gated at the two primary access points (Highway 167 and just north of the Mono City Fire Station) and managed by Mono County for emergency ingress/egress purposes only. Three locking gates would be installed.

Notice is hereby given that Mono County proposes to adopt the Mono City Secondary Ingress/Egress Road ROW EA and FONSI prepared by the Bureau of Land Management, Bishop Field Office in the place of a Mitigated Negative Declaration as it meets the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15221 and 15225.

Section 21083.5 of the Public Resources Code (see also CEQA Guidelines section 15221) directs that when an EA/FONSI has been prepared for a project pursuant to the requirements of NEPA, all or part of the EA/FONSI may be submitted in lieu of all or any part of an mitigated negative declaration (MND) required by CEQA if the EA/FONSI complies with the requirements of CEQA and the CEQA Guidelines. Prior to using the EA/FONSI in place of an MND, the lead agency must provide notice that it will use the EA in place of the MND and believes that the EA/FONSI meets the requirements of CEQA. The Mono County finds that the EA/FONSI prepared by the BLM complies with the requirements and provisions of CEQA and the CEQA Guidelines. Accordingly, Mono County is providing this notice that it intends to use the EA/FONSI prepared by the BLM, along with a supplemental Mitigation Monitoring Plan prepared by Mono County to meet the requirements of CEQA.

The EA and FONSI included a description of the Proposed Action and evaluated potential for adverse environmental impacts. The EA concludes the Proposed Action would have no significant impacts to the environment. Mono County believes that the federal document meets the requirements of CEQA.

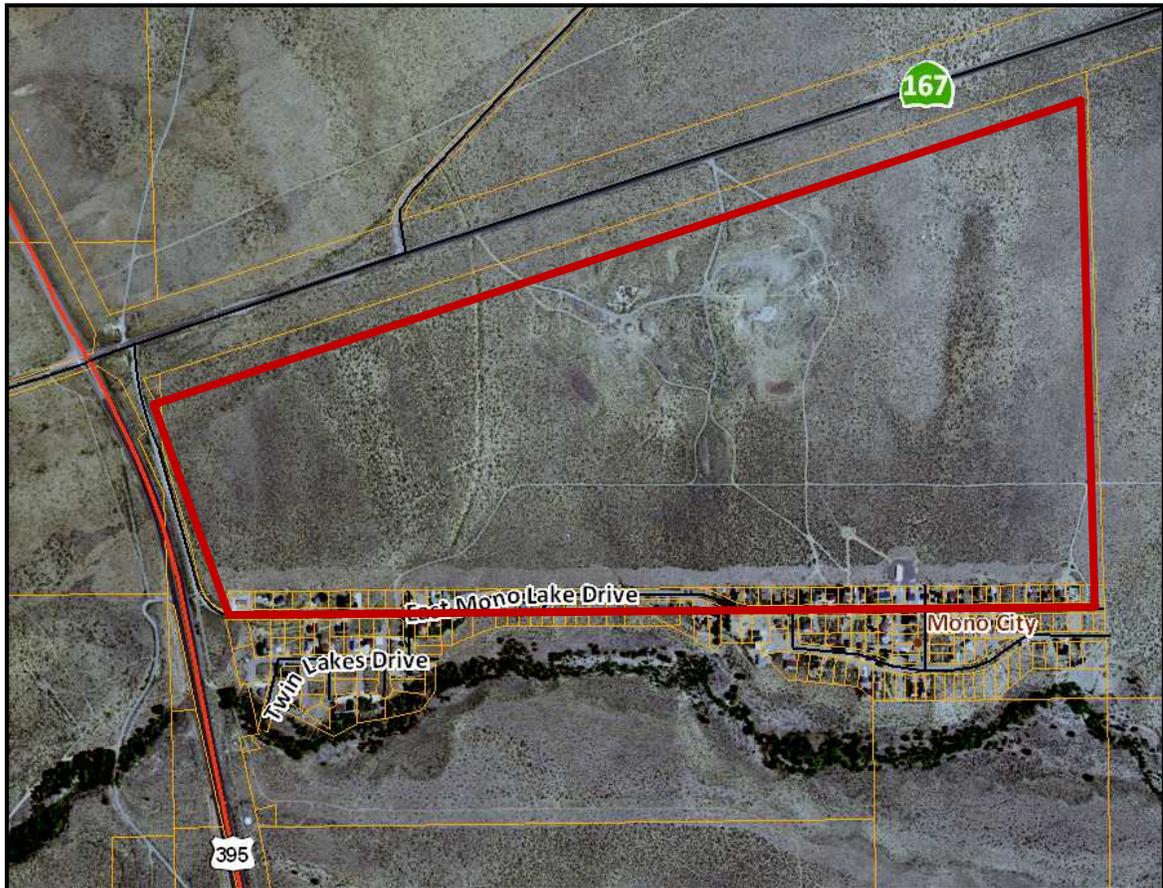
Public Review Period: In accordance with the California Environmental Quality Act (CEQA) Guidelines, there will be a 30-day public review period. Any comments concerning the findings of the proposed Initial Study/Mitigated Negative Declaration must be submitted in writing and received by Mono County no later than 5:00 pm on May 20, 2014. Comments received will be considered by Mono County prior to certification of the Mitigated Negative Declaration and action on the proposed project.

Start date: April 25, 2014 End Date: May 24, 2014

The Proposed Mitigated Negative Declaration and related documents can be viewed online at: <http://monocounty.ca.gov/planning/>, or by visiting the Community Development Department offices in Mammoth Lakes or Bridgeport.

For additional information and comments, please contact:

Heather deBethizy
Mono County Planning Division
PO Box 347
Mammoth Lakes, CA 93546
760-924-1800
hdebethizy@mono.ca.gov



Project location APN 019-110-001

**MONO CITY
EMERGENCY ACCESS ROAD**

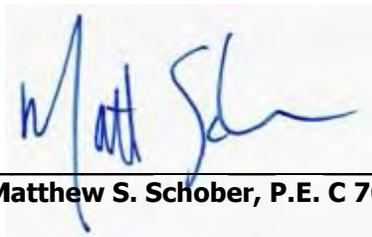
TECHNICAL REPORT
Mono City, Mono County, California

March 2014

Prepared for:
Mono County Public Works

Prepared by:
Triad/Holmes Associates
873 North Main Street, Suite 150
Bishop, CA 93514

Project 01.2984.1



3/13/14

Matthew S. Schober, P.E. C 70489

Date

Technical Report

Mono City Emergency Access Road

NEED AND PURPOSE	2
EMERGENCY ACCESS REQUIREMENTS	3
ROUTE DESCRIPTION	3
RECOMMENDATIONS	9
ENGINEER’S ESTIMATE OF COST	11

NEED AND PURPOSE

The purpose of this report is to evaluate and provide engineering recommendations for the route defined by Mono County as an emergency access and evacuation route for the community of Mono City. Mono City is located east of Highway 395 about 2 miles north of Mono Lake and is accessed from Highway 167 via East Mono Lake Drive. There is no other paved access to Mono City. The community has a fire station located on BLM leased land to the north of the residential area. The proposed access route begins at the Fire Station and heads north and northwest to join Highway 167 about 0.7 miles east of the intersection of 395. The total length of the proposed emergency access route is about 2850 feet, approximately 2590 feet of which will be one-way. The purpose for the access road is to provide an alternate way for the evacuation of residents and for the access of emergency vehicles, namely in the event of fire, but also for any emergency which may arise that prohibits use of East Mono Lake Drive.

Triad/Holmes previously prepared a study in 2009. Since then, the proposed access route has been reviewed by the community and several agencies including Mono County, the local Fire Department, Cal Fire, BLM and Caltrans. In 2010, the Land Use Element of the Mono County General Plan was updated. This report is intended to update the previous study and address the comments and concerns brought forward by those involved.

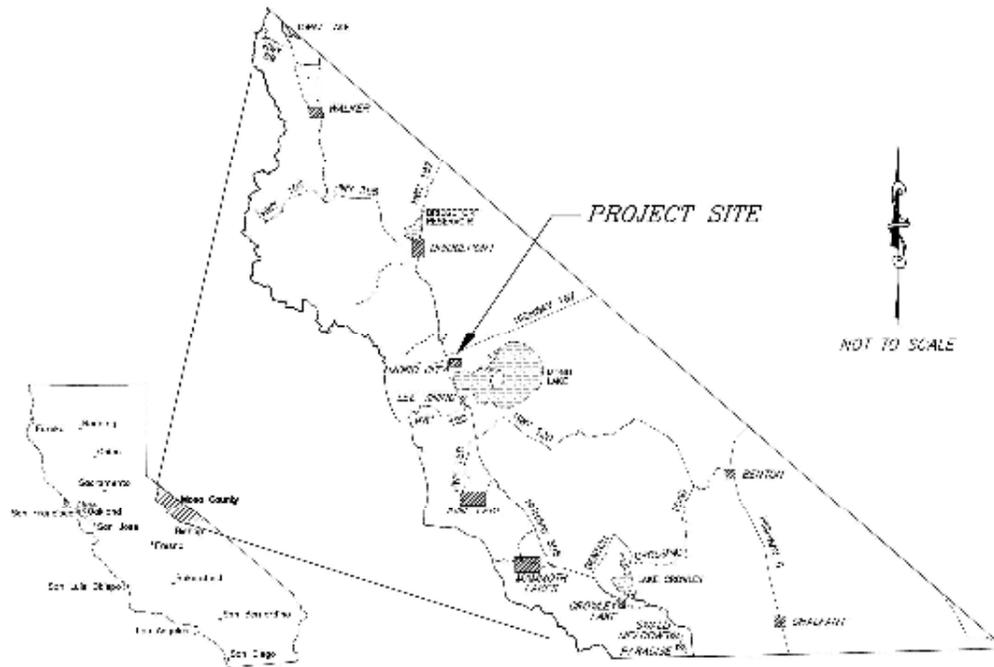


FIGURE 1 – VICINITY MAP

EMERGENCY ACCESS REQUIREMENTS

The access road must comply with the County Fire Safe Standards listed in Chapter 22, Land Use Element of the Mono County General Plan. The access road will be comprised of two sections: a two-way section near the Fire Department and a one-way section which shall not exceed 2640 feet in length. The emergency access road must be a minimum of 10' wide for one-way access with a single turnout placed at the midpoint. The two-way section shall be a minimum of 18' wide. The access road shall have a minimum inside radius of 50'. The turnout shall be a minimum of 10 feet wide and 30 feet long with a minimum 25-foot taper on each end. The road can be graded native soil, but must be able to support a 40,000 pound load. The road shall not exceed a grade of 16%. Based on the existing topography, the access road will average 1-2% and is not expected to exceed 5% in any area. The one-way portion of the road shall have gates at each end with Fire Department locks. Caltrans requires that an asphalt apron be constructed where the road joins State Route 167.

In general, the route of the emergency access road shall be chosen to use existing roads as much as possible and to minimize disturbance to native vegetation and soil, but also to provide the most direct route possible for evacuation of residents and access by emergency equipment.

ROUTE DESCRIPTION

Figures 2.1 through 2.4 show the route traced over Google Earth images with approximate distances in feet. Figure 3 shows the route on the USGS topo quad of the area.

As depicted in Figure 2.2, the proposed 18' wide two-way access road will begin at the north side of the Fire Station and follow an existing 12-foot wide dirt road for about 250 feet. At this point, the road must go around the Mono City well (see Figure 4). Concrete-filled steel bollards should be placed around the well head and the monitoring station to prevent accidental damage. There is an existing dirt road which heads due south from the well, which can serve as a portion of a hammerhead turnaround at the end of the two-way road. A hammerhead turnaround 20' wide by 60' long with 40' inside radius per CalFire and County standards should be constructed at the terminus of the two-way road. The portion of the access roads which are adjacent to the Mono City well shall be constructed with minimum of 4 inches of compacted aggregate base to maintain an even surface around the well area for maintenance operations. See Figure 2.2.

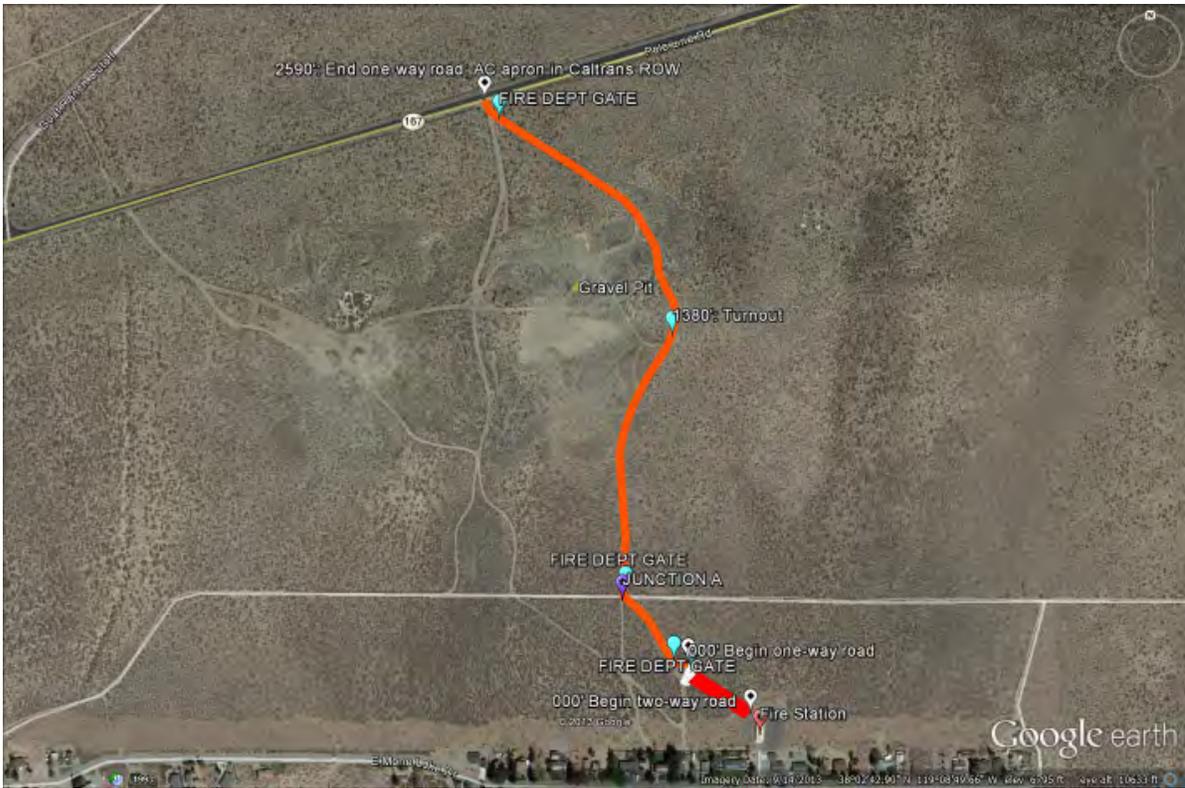


FIGURE 2.1 – ROUTE OVERVIEW



FIGURE 2.2 – FIRE STATION & WELL DETAIL



FIGURE 2.3 – ROADS TO BE REHABILITATED (GREEN LINES)

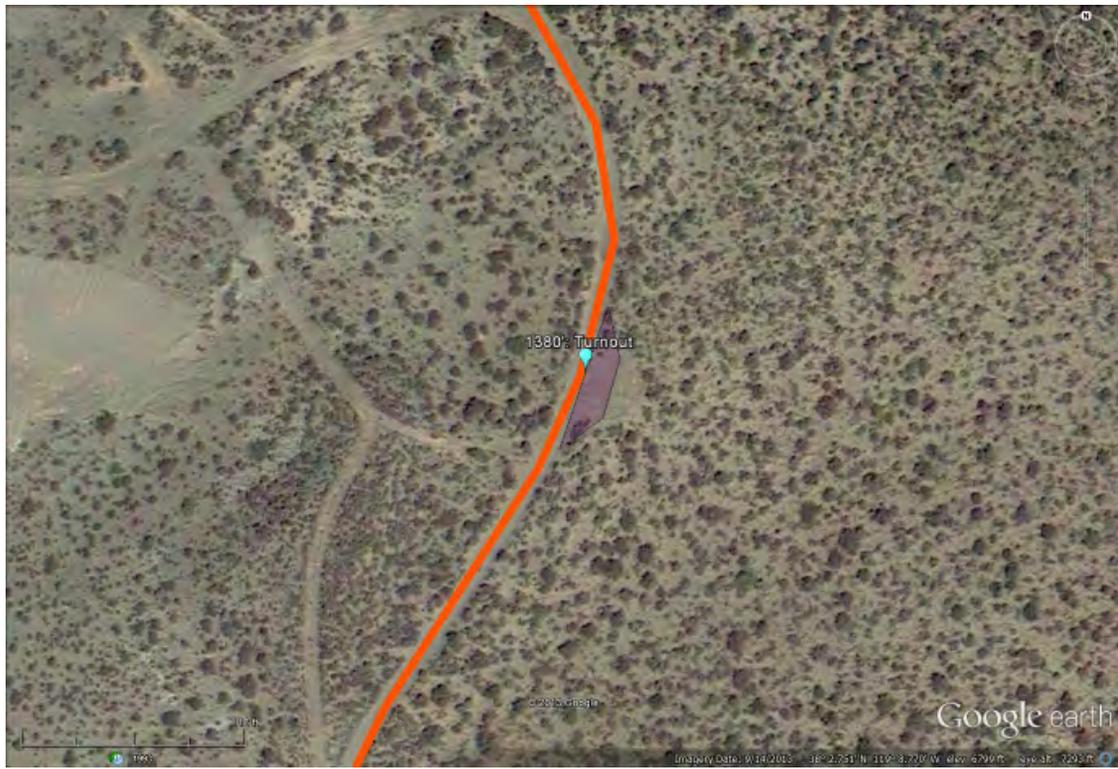


FIGURE 2.4 – MIDPOINT TURNOUT

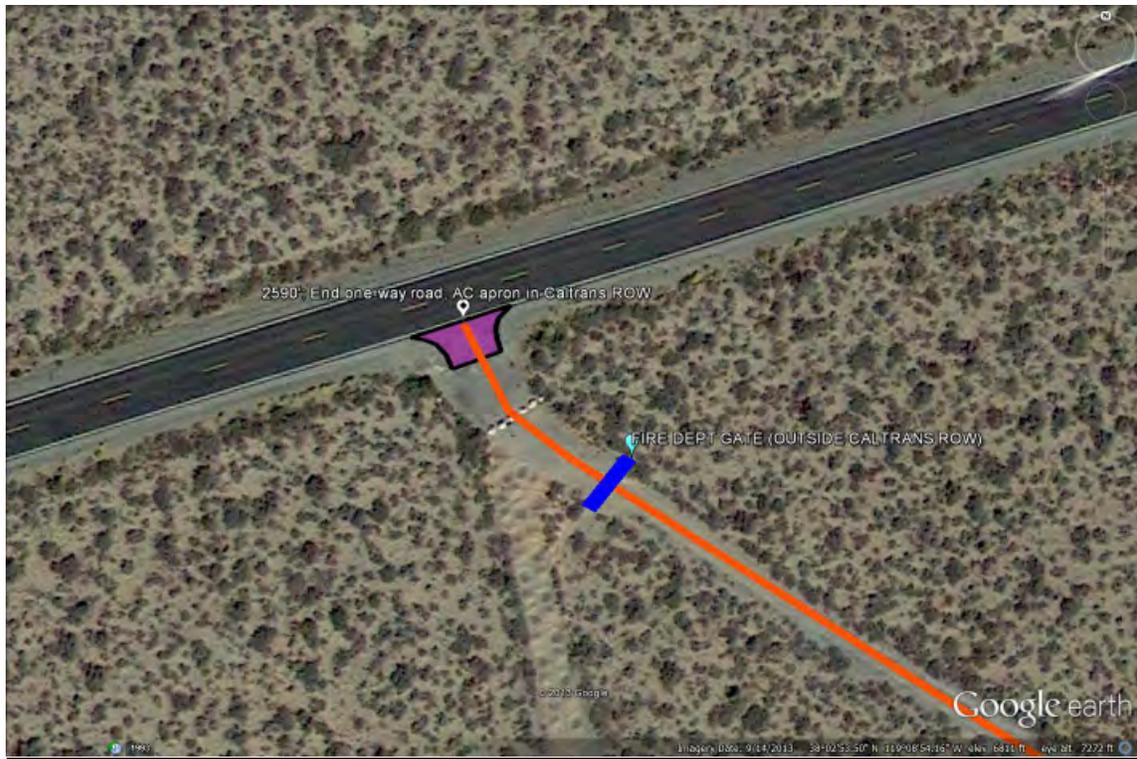


FIGURE 2.5 – HWY 167 INTERSECTION DETAIL

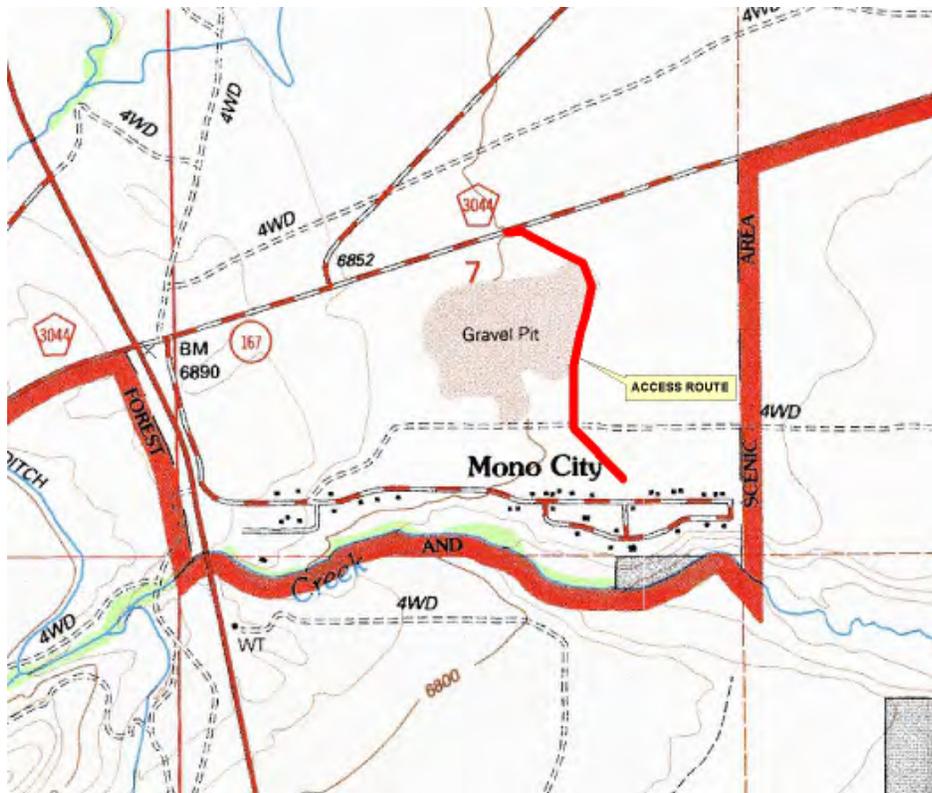


FIGURE 3 – ROUTE OVERVIEW ON USGS TOPO QUAD MAP

From the north side of the well, the route transitions to a 10' wide one-way road which follows a foot trail on a northwest diagonal for about 370 feet to the intersection of two dirt roads. This portion of the route is the only place in which a new road will need to be cut through the native vegetation. The reason for clearing new road instead of using the existing dirt roads is to provide a clear and direct route with a minimum of required turns and decision points. If the route were to follow the existing dirt roads at this location it would require a direction reversal and potentially confusing decisions at road forks.

A direct route will eliminate confusion during an evacuation. In addition, it is anticipated that some of the other unused, redundant roads in this area will be blocked off with cooperation from BLM. Refer to Figure 2.3.

At about 370', labeled Junction A, the one-way portion of the route will connect to a four-way intersection which can function as an unofficial and non-standard hammerhead type turnaround (see Figures 5 and 6). The existing road which runs south from this junction will be closed and rehabilitated by the BLM. The road to the east joins Cemetery Road in about 1.5 miles. The road to the north will be the continuation of the emergency access road and will have a Fire Department gate on it. The road to the west joins back into the north boundary of Mono City near the intersection of East Mono Lake Drive and Blue Lake Road. The new emergency road will join the intersection at the southeast. It is recommended that some type of permanent County signage is placed to direct the public to the north along the intended escape route.

From Junction A the route heads north along an existing 9-foot wide dirt road which curves around the east side of an abandoned gravel pit. The approximate location of the mid-point pullout is indicated on Figure 2.4. This location was chosen because there is an area adjacent to the road which is already cleared of vegetation. It will need to be slightly enlarged to provide the required tapers.

The final 600-800 feet of one-way road is about 12-feet wide and has evidence of being previously paved for the use of trucks going to the gravel pit. This section of road will not need much improvement except for grading.



FIGURE 4 – MONO CITY WELL



FIGURE 5 – LOOKING SOUTHEAST TOWARDS THE FIRE STATION FROM JUNCTION A



FIGURE 6 – LOOKING NORTH FROM JUNCTION A

RECOMMENDATIONS

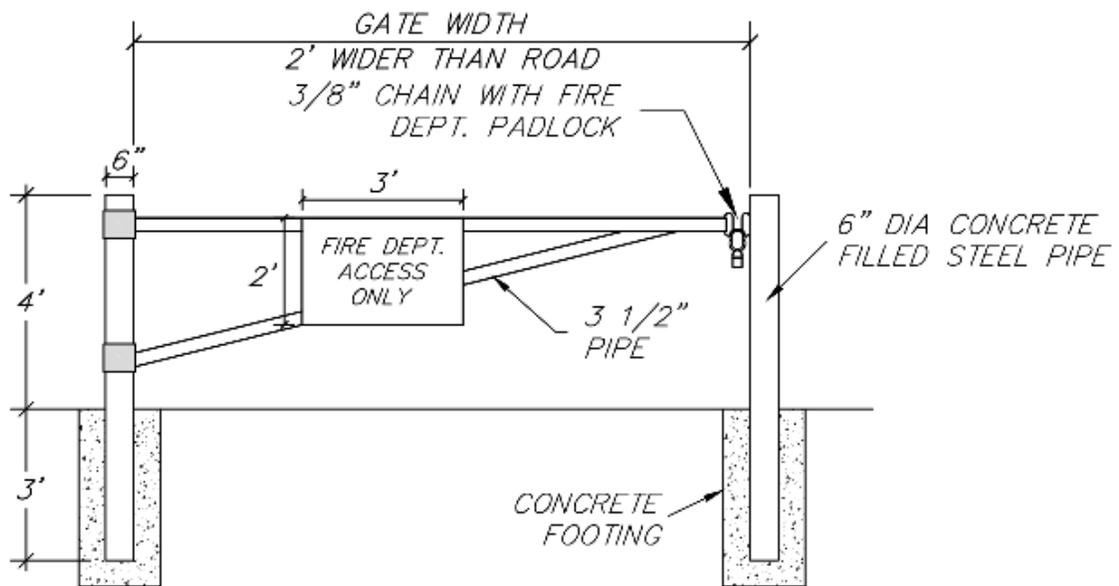
The access route in its current form will need to be improved to meet the requirements as stated above. The portions of the one-way route which are less than 10 feet wide will need to be cleared of brush and rocks and graded. It is assumed that brush will need to be hauled off site, and rocks will remain on-site, however, there do not appear to be many large rocks near the surface. The two-way portion of the road will need to be widened from approximately 12' wide to 18' wide. One midpoint turnout, two gates and an asphalt apron at HWY 167 will be required.

Our site visit included a preliminary review of the soils. The existing soil is mostly composed of decomposed granite and sand, which has the structural strength required for supporting a 40,000-pound load. However, in some locations the soil may be too sandy and loose and may require the addition of aggregate base material, water conditioning and compaction. For the purposes of estimating cost, it was assumed that approximately 1600 linear feet of the route at an average of 10' wide would require placement of about 3 inches of aggregate base material. More or less material may be required. It is recommended that a soils engineer be present during construction for testing and inspection of these areas.

The emergency access road is not intended to provide public access to the adjacent BLM lands. In order to prevent some residents from using the emergency access road from their backyards, some of the existing dirt roads which connect to it shall be re-vegetated and rehabilitated.

Signs shall be placed at appropriate locations, both to inform the public that the road is for emergency access only, and also to give clear direction for the route in an emergency.

The recommended gate design is shown below. There shall be a total of 3 gates, one north of the well, one at Junction A and one near the northern terminus of the access road. The exact location of the gates will need to be coordinated with BLM and the Fire Department. There shall not be a gate between the Fire Station and the well. The gate at the north end should not be placed in the Caltrans Right of Way. The proposed gate locations are shown on Figures 2.2, 2.3 and 2.5.



Below is the estimated cost to improve the emergency access road at current prevailing wage rates. Not included is the cost of preparing detailed engineering plans and specifications as would be used for bidding and construction.

Item Description	Quantity	Unit	Unit Cost	Total Cost
<u>EARTHWORK</u>				
MOB & EROSION CONTROL	1	LS	2,500.00	\$ 2,500
CLEARING AND GRUBBING	1	LS	6,000.00	\$ 6,000
GRADING	1	LS	8,000.00	\$ 8,000
CLASS 2 AGG. BASE	200	CY	45.00	\$ 9,000
<u>OTHER</u>				
SOILS ENGINEER INSPECTION	1	EA	1,000.00	\$ 1,000
ASPHALT APRON AT HWY 167	1	LS	4,000.00	\$ 4,000
GATES	3	EA	2,500.00	\$ 7,500
SUBTOTAL:				\$ 38,000
10% CONTINGENCIES:				\$ 3,800
TOTAL:				\$ 41,800



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Public Works

TIME REQUIRED

SUBJECT Rock Creek Road Rehabilitation
Project and Southern California
Edison (SCE)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

SCE recently proposed a project to install 8.5 miles of new underground electrical lines in Rock Creek Road by trenching. SCE's project could negatively impact Rock Creek Road if SCE does not take action immediately to fast-track their project so that the lines may be installed during the Rock Creek Road Rehabilitation project now underway.

RECOMMENDED ACTION:

Authorize the Chair's signature on a letter to SCE expressing concerns regarding their proposed project to install 8.5 miles of new underground electrical lines in Rock Creek Road.

FISCAL IMPACT:

The proposed SCE project could impact the construction schedule and long-term quality of the Rock Creek Road Rehabilitation Project. Impacts could increase maintenance costs and reduce the service life of the current \$9M road rehabilitation project.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760-924-1802 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report and Letter](#)

History

Time	Who	Approval
6/12/2014 8:12 AM	County Administrative Office	Yes
6/11/2014 4:09 PM	County Counsel	Yes
6/11/2014 4:24 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 17, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Re: Rock Creek Road Rehabilitation Project and Southern California Edison (SCE)

Recommended Action:

Authorize the Chair's signature on a letter to SCE expressing concerns regarding their proposed project to install 8.5 miles of new underground electrical lines in Rock Creek Road.

Fiscal Impact:

The proposed SCE project could impact the construction schedule and long-term quality of the Rock Creek Road Rehabilitation Project. Impacts could increase maintenance costs and reduce the service life of the current \$9M road rehabilitation project.

Background:

The Federal Highways Administration (FHWA) has contracted with Ace Engineering to reconstruct 9.2 miles of Rock Creek Road in Mono and Inyo Counties. Road construction has started and is scheduled to be completed by the fall of 2015.

Approximately six weeks ago, SCE first contacted the project partners (FHWA, Mono County, Inyo County, and the Inyo National Forest) with news that their direct-burial power cable to upper Rock Creek has reached the end of its useful life and needs to be replaced. SCE is proposing to trench and install a new underground power line for 8.5 miles of the Rock Creek Road Rehabilitation project. They propose to install the new line by trenching under the center of the up-hill traffic lane (between the wheel paths).

If SCE does not fast-track this project, then Rock Creek Road will be paved prior to the start of SCE's electrical project. SCE has indicated that if this were to occur, it would propose to saw cut and patch the new asphalt. This is unacceptable, as it would compromise the long-term quality of Rock Creek Road.

In order to avoid the potential of these negative consequences, staff would like the Board to impress upon SCE the urgent need to pursue all alternatives to fast-track this project. All available contractor procurement alternatives should be considered, including greater coordination with the FHWA so as not to impede the current road rehabilitation project. In addition, SCE should be informed that saw cutting and patching is not an acceptable solution.

NEPA and CEQA documents have been prepared for the Rock Creek Road Rehabilitation Project. The proposed SCE electrical project is on federal land and will require encroachment permits from both Mono and Inyo counties. Environmental documents will need to be amended to reflect the changing project scope.

Please see the draft letter attached expressing these concepts for the Board's review and possible approval.

Please contact me at 760.932.5457 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE
Assistant Public Works Director

Attachment: Letter to SCE



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts, Clerk of the Board

June 17, 2014

Debra Hess
Regional Manager
Southern California Edison
374 Lagoon Street
Bishop, CA 93514

Dear Ms. Hess:

At its meeting this week, the Mono County Board of Supervisors considered the status of the Rock Creek Road Rehabilitation Project (the "Rehabilitation Project") within Mono and Inyo Counties. Construction on the Rehabilitation Project started this April after a multi-year grant-writing, planning, and engineering effort by the Federal Highway Administration (FHWA), Mono County, Inyo County, and the Inyo National Forest (the "Project Partners"). Completion of this important \$9,000,000 Project is scheduled for the fall of 2015.

The Board is informed by its staff that approximately six weeks ago, Southern California Edison (SCE) contacted the Project Partners with news that SCE's direct-burial power cable to upper Rock Creek has reached the end of its useful life and needs to be replaced. On May 30, 2014, SCE presented the Project Partners with a proposal to install 8.5 miles of new underground electrical lines in Rock Creek Road by trenching under the center of the up-hill traffic lane between the wheel paths (the "Trenching Project").

This Board is concerned that SCE's proposed Trenching Project will impact the construction schedule for the Rehabilitation Project as well as the long-term quality of Rock Creek Road. These impacts could increase maintenance costs and reduce the service life of this \$9,000,000, multi-year Rehabilitation Project. The Board feels strongly that such impacts are unacceptable and demands that SCE take the following actions immediately:

1. Redesign the Trenching Project to move all electrical pull boxes out of the paved roadway and utilize contractor procurement procedures which will fast-track the Trenching Project by working in coordination with the FHWA, so that the Rehabilitation Project will not be impeded or delayed and the power cable is installed prior to asphalt paving.
2. If #1 above is not accomplished, work with the Inyo National Forest and the California Public Utilities Commission to explore and fund energy alternatives for the facilities in Rock Creek Canyon thereby eliminating the need for the Trenching Project.

The Board stresses that if neither option 1 or 2 is accomplished, saw cutting and patching the newly-paved road will not be an acceptable solution and any encroachment permit issued for the Trenching Project by Mono County will require that the road be completely avoided with trenchless methods, or the entire road re-paved to FHWA standards equivalent to those achieved by the Rehabilitation Project.

Respectfully,

Larry K. Johnston
Chair of the Board of Supervisors

cc: Town Council, Town of Mammoth Lakes
Ed Armenta, Forest Supervisor, Inyo National Forest
Inyo County Board of Supervisors
Wendy Longley, Project Manager, FHWA
Ryan Dermody, Caltrans District 9
Tim Rafferty, Service Planner, Southern California Edison



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Information Technology; Board of Supervisors

TIME REQUIRED

SUBJECT Letter in support of Paradise Estates'
Effort to Resolve Phone Service
Issues

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The community of Paradise Estates has been experiencing issues with basic Verizon land-line telephone service for over a decade now. As a result of a long distance 'backhaul' and old copper phone lines residents experience static, dropped calls, and sometimes complete lack of service. Community member Liz O'Sullivan has collected 98 signatures from other residents, and the petition has been sent to the California Public Utilities Commission (CPUC). This letter supports the effort of resolving the service issues, and encourages the CPUC to take action on this matter.

RECOMMENDED ACTION:

Approve letter and authorize signature by Board Chair.

FISCAL IMPACT:

None.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@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:

Charles Christiansen

Supervisor, QOS

Communications Division

California Public Utilities Commission

505 Van Ness Avenue

San Francisco, CA 94102

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Letter of Support](#)

 [Petition](#)

History

Time	Who	Approval
6/10/2014 11:06 AM	County Administrative Office	Yes
6/10/2014 11:06 AM	County Counsel	Yes
6/9/2014 11:24 AM	Finance	Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531
Lynda Roberts, Clerk of the Board

June 6, 2014

Charles Christiansen
Supervisor, QOS
Communications Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

RE: Verizon landline issues – Paradise Estates, Mono County, CA

Dear Mr. Christiansen:

Earlier this year, Mono County staff met with you to discuss issues with Verizon's Plain Old Telephone Service (POTS) in the community of Paradise Estates. As indicated in that meeting, a number of residents in this community have been experiencing a range of issues including humming, static, and complete service failure for over twelve years. Several residents have complained to Verizon directly in the past, and have recently contacted the Public Utilities Commission seeking out resolution.

Paradise Estates contains 273 full time residents in 156 households. Among these residents are doctors who are required to be on-call, law enforcement personnel who must be available to respond during emergency situations, and elderly who depend on 911 in case of an emergency. Given that Paradise does not have consistent or reliable cell phone coverage from any of the carriers in the area, nor access to broadband (the community is classified as Underserved by the Public Utilities Commission), it is exceptionally important that terrestrial phone service be dependable.

Nearly 100 households in Paradise Estates recently signed a petition to Verizon and the Public Utilities Commission urging the provider to upgrade their aged and failing infrastructure. With approximately 25 additional lots planned in this community, and a number of vacant lots currently existing, it is safe to expect the community to grow over the coming years. Ensuring adequate communications for residents in Paradise Estates is vitally important to Mono County for public safety and economic vitality.

We look forward to working with you and Verizon to resolve these issues, and appreciate your attention to this matter.

Sincerely,

Larry Johnston
Chair



June 6, 2014

Mr. Charles Christiansen
Supervisor - QOS
California Public Utilities Commission
San Francisco, CA 94102

Dear Mr. Christiansen:

We the undersigned Sierra Paradise Estates residents request that the California Public Utilities Commission (PUC) proactively work to provide reliable, quality phone and internet service to the our rural community in Mono County.

For decades our small community has struggled with substandard and antiquated phone equipment at the end of a seven-mile copper cable, which repeatedly fails during rain, snow, and windstorms, or for no apparent reason. Reasons for these problems are:

- Outdated equipment,
- Static and noisy lines,
- Insufficient cable pairs for community growth and demand,
- Copper line and splicing corrosion,
- Damaged lines due to bird hunters, and,
- Year-round access and repair difficulties for service providers due to soggy or snow covered cattle pastures.

Landline phone service to our community is paramount since cellular telephone service is spotty and unreliable. Sierra Paradise Estates is surrounded by sagebrush wildlands, therefore, 911 and fire communications are critical for the safety and security of our community. Our neighborhood also has a large number of retirees and elderly residents who are much more likely to depend on landline connections for medical services and "Life Alert" needs. Additionally, two new residential developments are in the planning/build-out process, which puts even more service pressure on the current system.

In the last few years, Verizon installed a fiber optic cable on the pole-line, which passes within one third of a mile of our neighborhood, to provide

service for the Town of Mammoth Lakes. Verizon did not extend the cable the short distance to our neighborhood because the company did deem this action economically profitable. A resident from the nearby community of Swall Meadows protested Verizon's failure to provide service to his small neighborhood by filling a complaint with the PUC. The PUC determined that Verizon must provide fiber optic telephone and Internet service to Swall Meadows. Currently, Verizon is not providing Sierra Paradise Estates with the same level of telephone/Internet service that it is providing Swall Meadows.

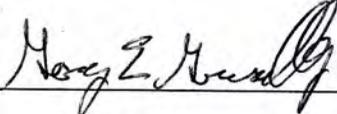
We ask that the California Public Utilities Commission to ensure that Verizon provides Sierra Paradise Estates with reasonable and reliable phone service, which meets our community's basic needs for medical, fire, and safety communications.

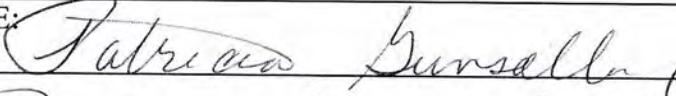
Thank you for your time and attention,

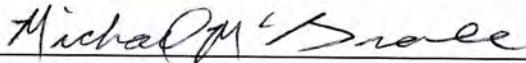
SIGNATURE:	
NAME:	ELIZABETH O'SULLIVAN
ADDRESS:	133 SUMMIT ROAD BISHOP CA 93514

SIGNATURE:	
NAME:	MICHAEL J. SULLIVAN
ADDRESS:	133 SUMMIT ROAD BISHOP, CA 93514

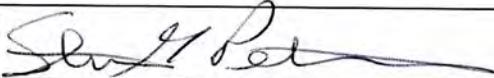
SIGNATURE:	Catherine Gilbert
NAME:	Catherine Gilbert
ADDRESS:	159 Summit Rd Bishop, CA 93514

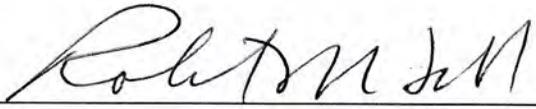
SIGNATURE:	
NAME:	GARY GONSALVES
ADDRESS:	4801 ALISON LANE BISHOP, CA 93514

SIGNATURE:	
NAME:	PATRICIA GONSOLLEN
ADDRESS:	4801 ALISON LANE - BISHOP, CA 93514

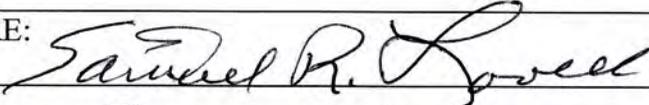
SIGNATURE:	
NAME:	MIKE MCGRAE
ADDRESS:	4809 ALISON LN, BISHOP, CA, 93514

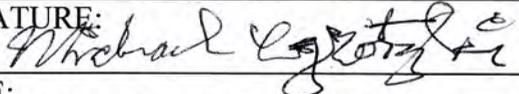
SIGNATURE:	
NAME:	SHARON G. THOMPSON
ADDRESS:	4813 ALISON LN, BISHOP 93514

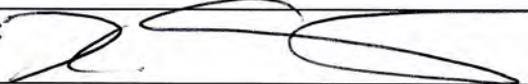
SIGNATURE:	
NAME:	STEVEN G PETERSON
ADDRESS:	17 SIERRA VISTA CIRCLE
SIGNATURE:	

SIGNATURE:	
NAME:	ROBERT M. TODD
ADDRESS:	129 PARADISE PT.

SIGNATURE:	
NAME:	125 Summit Rd FREDA LOVELL
ADDRESS:	125 Summit Rd

SIGNATURE:	
NAME:	125 Samuel Lovell
ADDRESS:	125 Summit Rd

SIGNATURE:	
NAME:	MICHAEL GROTZKI
ADDRESS:	104 DENNIS WAY, BISHOP, CA. 93514

SIGNATURE:	 Kristin Collins
NAME:	Kristin Collins
ADDRESS:	4944 Westridge Rd Bishop, CA

SIGNATURE:	<i>Gail Hays</i>
NAME:	GAIL HAYS
ADDRESS:	180 Summit RD BISHOP, CA 93514

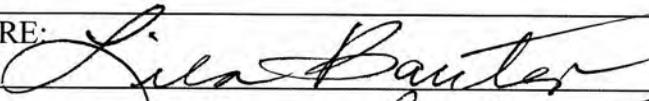
SIGNATURE:	<i>Margaret Brockman</i>
NAME:	MARGARET BROCKMAN
ADDRESS:	165 Summit Rd Bishop, CA 93514

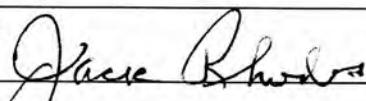
SIGNATURE:	<i>Em Holland</i>
NAME:	Em Holland
ADDRESS:	5157 Westridge Rd, Bishop CA 93514

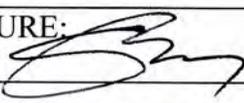
SIGNATURE:	<i>MARTINA MOONER</i>
NAME:	5158 WESTRIDGE ROAD. BISHOP. CA 93514
ADDRESS:	<i>Martina Mooner</i>

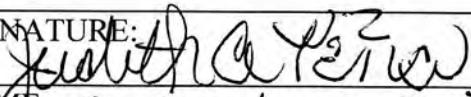
SIGNATURE:	<i>Mike Barnett</i>
NAME:	<i>Mike Barnett</i>
ADDRESS:	5189 Westridge Paradise Cal.

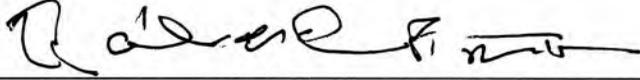
SIGNATURE:	
NAME:	Joseph Slovacek
ADDRESS:	5195 Westridge Rd BISHOP, CA 93514

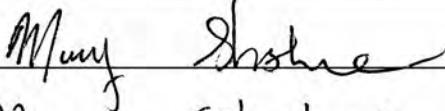
SIGNATURE:	
NAME:	Lila Bantler
ADDRESS:	4864 Deer Park Trail Bishop, Ca 93514

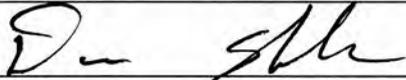
SIGNATURE:	
NAME:	Jack Rhodes
ADDRESS:	5206 WESTRIDGE BISHOP, CA. 93514

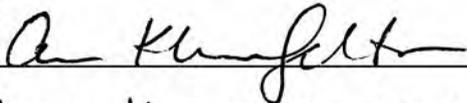
SIGNATURE:	
NAME:	Shawn Ray-Delmas
ADDRESS:	103 Glen CT 103 Glen CT

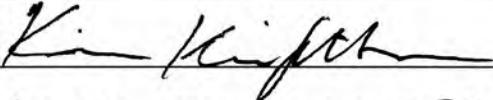
SIGNATURE:	
NAME:	Judith A Peña
ADDRESS:	105 Glen CT

SIGNATURE:	
NAME:	Richard J. J. J.
ADDRESS:	105 Glen Ct

SIGNATURE:	
NAME:	Mary Shoshone
ADDRESS:	104 Glen Ct

SIGNATURE:	
NAME:	DAN Shoshone
ADDRESS:	104 Glen Ct

SIGNATURE:	
NAME:	ANN KUNIEFELTER
ADDRESS:	5201 WESTRIDGE RD

SIGNATURE:	
NAME:	KEVIN KUNIEFELTER
ADDRESS:	5201 WESTRIDGE RD

SIGNATURE:	<i>Robert M Struckman</i>
NAME:	ROBERT M STRUCKMAN
ADDRESS:	5068 WESTRIDGE RD, 93514 ⁹³⁵¹⁴

SIGNATURE:	<i>Patrick A. Struckman</i>
NAME:	PATRICK A. STRUCKMAN
ADDRESS:	5068 WESTRIDGE RD, 93514

SIGNATURE:	<i>Barbara Jo Schneider</i>
NAME:	BARBARA JO SCHNEIDER
ADDRESS:	5046 Westridge Rd., 93514

SIGNATURE:	<i>Jeanne A Schneider</i>
NAME:	Jeanne A Schneider
ADDRESS:	5046 Westridge Rd 93514

SIGNATURE:	<i>Carolyn Cheveya</i>
NAME:	CAROLYN CHEVEYA
ADDRESS:	116 SUMMIT ROAD 93514

SIGNATURE:	<i>Roger Chevoya</i>
NAME:	Roger Chevoya
ADDRESS:	116 Summit Road Bishop Ca.

SIGNATURE:	<i>Eugene Marten</i>
NAME:	Eugene Marten
ADDRESS:	113 Scott Rd Bishop Ca 93514

SIGNATURE:	<i>Judith Marten</i>
NAME:	Judith Marten
ADDRESS:	113 Scott Rd. Bishop, Ca. 93514

SIGNATURE:	<i>Adam Richman</i>
NAME:	ADAM RICHMAN
ADDRESS:	154 Scott Rd Bishop CA 93514

SIGNATURE:	<i>Paul Richman</i>
NAME:	PAUL RICHMAN
ADDRESS:	154 Scott Rd Bishop CA 93514

SIGNATURE:	<i>Carol Richman</i>
NAME:	CAROL RICHMAN
ADDRESS:	154 Scott Rd Bishop CA 93514

SIGNATURE:	<i>James Moyer</i>
NAME:	JAMES MOYER
ADDRESS:	137 Scott Rd. - Bishop, CA 93514

SIGNATURE:	<i>Debbie Moyer</i>
NAME:	Debbie Moyer
ADDRESS:	137 Scott Rd Bishop, CA 93514

SIGNATURE:	<i>Judith Ann Stclair</i>
NAME:	JUDITH ANN STCLAIR
ADDRESS:	106 Scott Rd Bishop CA

SIGNATURE:	<i>Lillian Todd</i>
NAME:	LILLIAN TODD
ADDRESS:	129 Paradise Point, Bishop CA 93514

SIGNATURE: <i>Michael R. House</i>
NAME: Michael R. House
ADDRESS: 172 Summit Rd. Bishop, CA 93514-7111

SIGNATURE: <i>Harry Zappe</i>
NAME: HARRY ZAPPE
ADDRESS: 169 SUMMIT DR BISHOP CA 93514

SIGNATURE: <i>Patricia Zappe</i>
NAME:
ADDRESS: 109 SUMMITTE DR. BISHOP CAL. 93514

SIGNATURE: <i>St. J. Case</i>
NAME: STEVEN CASE
ADDRESS: 4973 Westridge Rd, Bishop, CA. 93514

SIGNATURE: <i>Valerie Case</i>
NAME: Valerie Case
ADDRESS: 4973 Westridge Rd Bishop, CA 93514

SIGNATURE:

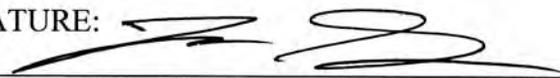
Casey Shannon *JOHN M. WEBBER*
NAME: Casey Shannon / Dawn Pils /
ADDRESS: 14 Sierra Vista Circle, Bishop, CA 93514

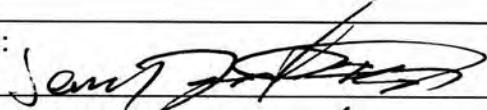
SIGNATURE: *Lynn M. Peterson*
NAME: ~~FF~~ LYNN M. PETERSON
ADDRESS: 17 Sierra Vista Circle, Bishop CA 93514.

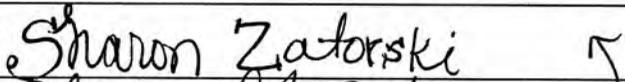
SIGNATURE: *Gina Webber*
NAME: gina Webber
ADDRESS: 40 Sierra Vista Circle, Bishop, CA 93514

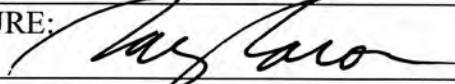
SIGNATURE: *[Signature]*
NAME: JOHN WEBBER
ADDRESS: 40 SIERRA VISTA CIRCLE, BISHOP, CA 93514

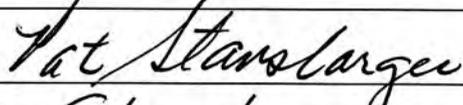
SIGNATURE: *Deborah House*
NAME: Deborah House
ADDRESS: 172 Summit Road, Bishop 93514

SIGNATURE:	
NAME:	Travis Gilbert
ADDRESS:	159 Summit Rd. Paradise, Ca. 93514

SIGNATURE:	
NAME:	Jerry Zatorski
ADDRESS:	102 Glen Ct. Bishop, CA 93514

SIGNATURE:	
NAME:	Sharon Zatorski
ADDRESS:	102 Glen Ct., Bishop, CA 93514

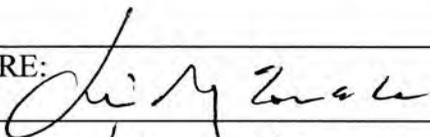
SIGNATURE:	
NAME:	GARY NARAN
ADDRESS:	5204 Westside Rd. Bishop, CA 93514

SIGNATURE:	
NAME:	Pat Stansbarger
ADDRESS:	4844 Sherwin Trail Bishop, CA 93514

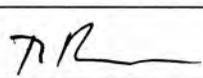
SIGNATURE:	
------------	--

NAME:	PAT BROWN-BEPPY
ADDRESS:	SIGNATURE AUTHORIZED VIA EMAIL
ADDRESS:	134 EAGLE VISTA, BISHOP CA 93514

SIGNATURE:	
NAME:	Wendy McConachie
ADDRESS:	5101 Westridge Rd, Bishop 93514

SIGNATURE:	
NAME:	Jim McConachie
ADDRESS:	5101 Westridge Rd Bishop 93514

SIGNATURE:	
NAME:	HOUNTHARAK BEDORE
ADDRESS:	4930 WESTRIDGE RD., BISHOP, CA 93514

SIGNATURE:	
NAME:	Robert Bedore
ADDRESS:	4930 Westridge Rd Bishop CA 93514

SIGNATURE:	
------------	--

JON MCCONACHIE
NAME:
SIGNATURE AUTHORIZED VIA EMAIL
ADDRESS:
125 EAGLE VISTA, BISHOP CA 93514

SIGNATURE: Sherry Dodson
NAME: Sherry Dodson
ADDRESS: 148 Summit Rd
Bishop, CA 93514

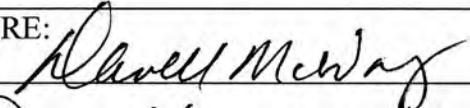
SIGNATURE: Jim Dodson
NAME: Jim Dodson
ADDRESS: 148 Summit Rd.
Bishop, CA. 93514

SIGNATURE: Joseph Napoles
NAME: JOSEPH NAPOLES
ADDRESS: 5001 WESTRIDE RD
BISHOP CA 93514

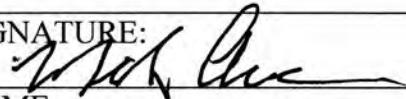
SIGNATURE: P. Porstak
NAME: Pat Porstak
ADDRESS: 130 SCOTT RD.
Bishop, CA 93514

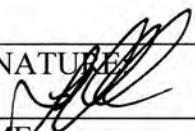
SIGNATURE:

Natasha Toni Sevilla	
NAME:	NATASHA TONI SEVILLA
ADDRESS:	87 EAGLE VISTA BISHOP CA 93514

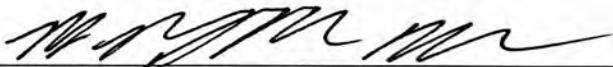
SIGNATURE:	
NAME:	Darrell M. Wong
ADDRESS:	130 SCOTT RD BISHOP CA 93514

SIGNATURE:	
NAME:	JANNA OWENS
ADDRESS:	4806 DEER PEAK TR BISHOP CA 93514

SIGNATURE:	
NAME:	MICHAEL OWENS
ADDRESS:	4806 DEER PEAK TR BISHOP, CA. 93514

SIGNATURE:	
NAME:	LOU MACK
ADDRESS:	4838 DEER PEAK TR. BISHOP, CA 93514

SIGNATURE:


NAME: Bryan Mack
ADDRESS:
4838 Deer Peak Trail, Bishop CA

SIGNATURE: ANNIE HOFFMAN
NAME: SIGNATURE AUTHORIZATION VEA EMAIL
ADDRESS:
173 SUMMIT RD BISHOP CA 93514

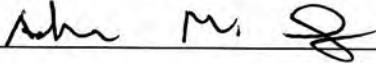
SIGNATURE: JOHN HOFFMAN
NAME: SIGNATURE AUTHORIZATION VEA EMAIL
ADDRESS:
173 SUMMIT RD BISHOP CA 93514

SIGNATURE: 
NAME: Tyler Lovell
ADDRESS:
125 Summit Rd. Bishop CA 93514

SIGNATURE: 
NAME: Stacey Castellano
ADDRESS:
124 Summit Rd, Bishop, CA 93514

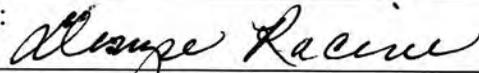
SIGNATURE: Ruth J. Castellano

NAME:	RUTH T. CASTELLANO
ADDRESS:	124 SUMMIT RD, BISHOP, CA 93514

SIGNATURE:	
NAME:	Andrew M. Sears
ADDRESS:	124 Summit Rd., Bishop, CA. 93514

SIGNATURE:	
NAME:	LOUIS F. CASTELLANO
ADDRESS:	124 SUMMIT RD., BISHOP, CA 93514

SIGNATURE:	
NAME:	Randy Weiche
ADDRESS:	132 Summit Rd Bishop, CA 93514

SIGNATURE:	
NAME:	DENISE RACINE
ADDRESS:	103 DENNIS WAY BISHOP, CA 93514

SIGNATURE:	<i>Mark C Daniel</i>
NAME:	Mark C. Daniel
ADDRESS:	103 Dennis Way, Bishop, CA 93514

SIGNATURE:	<i>Ruth Goede</i>
NAME:	Ruth Goede
ADDRESS:	101 Dennis Way Bishop Ca 93514

SIGNATURE:	<i>Steven W. Fredericksen</i>
NAME:	Steven W. Fredericksen
ADDRESS:	75 Lower Canyon Road, Bishop, CA 93514

SIGNATURE:	
NAME:	
ADDRESS:	

SIGNATURE:	
NAME:	
ADDRESS:	

cc: Assemblyman Frank Bigelow
Senator Tom Berryhill
Ms. Lauren Bennett, Verizon



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Social Services

TIME REQUIRED

SUBJECT UC Davis Training Services
Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with University of California, Davis pertaining to Eligibility and Child Welfare training services for FY 2014-15. These training services are arranged and approved by the State Department of Social Services for County Social Services Agencies that are too small to have staff development departments.

RECOMMENDED ACTION:

Approve UC Davis Training Agreements EW#-2014-21 and CW#-2014-21 and authorize the Director of Social Services to execute said Agreements.

FISCAL IMPACT:

The total cost is \$43,252.50 for the two contracts, being contract #EW-2013-21 in the amount of \$24,440.00, and contract #CW-2013-21 in the amount of \$14,812.50. The cost for the two contracts is reimbursed by the State through the Social Services Department claiming process.

CONTACT NAME: Kathy Peterson, Social Services

PHONE/EMAIL: 760-924-1763 / kpeterson@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:

Kathy Peterson, Department of Social Services

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report - UC Davis Training Agreements](#)

 [UC Davis Training Agreement #CW-2014-21](#)

 [UC Davis Training Agreement #EW-2014-21](#)

History

Time	Who	Approval
6/11/2014 9:29 AM	County Administrative Office	Yes
6/10/2014 11:11 AM	County Counsel	Yes
6/10/2014 7:22 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH
Director

BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director 

Date: June 17, 2014

Re: University of California at Davis, Training Services Agreement

Recommended Action:

Approve UC Davis Training Agreements EW#-2014-21 and CW#-2014-21 and authorize the Director of Social Services to execute said Agreements.

Fiscal Impact:

The total cost is \$43,252.50 for the two contracts, being contract #EW-2014-21 in the amount of \$24,440.00, and contract #CW-2014-21 in the amount of \$14,812.50. The cost for the two contracts is reimbursed by the State through the Social Services Department claiming process.

Discussion:

The University of California at Davis has historically provided ongoing Social Services education and training to the majority of Northern California Counties. This training was arranged and approved by the State Department of Social Services for County Social Services Agencies that are too small to have Staff Development Departments. This training provides skills specifically used by Social Services Agencies in the areas of Income Maintenance, Fiscal and Social Worker practice. The arrangement has been in practice for many years and has proved extremely valuable to smaller counties in ensuring consistent and uniform training. It specifically provides onsite training to staff and saves on travel and out of office time.



UC DAVIS EXTENSION
WEB SITE WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT
DAVIS, CALIFORNIA, CA 95618-4852

Agreement #CW-2014-21

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and MONO COUNTY ("User"),

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2014 through June 30, 2015. All courses must be completed by June 30, 2015.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.

6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.

9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

Mono County
Department of Social Services
PO Box 2969
Mammoth Lakes, CA 93546

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

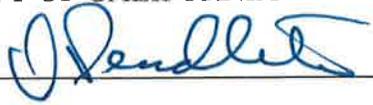
political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By 
Name
Title

Date 3/19/14

MONO COUNTY

By _____
Name
Title

Date _____

FEIN: 94-6036494

EXHIBIT A

TRAINING PROGRAM

1. 5.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$ 19,750.00
University's in-kind contribution	\$ 4,937.50
User's share of cost	\$ 14,812.50



UC DAVIS EXTENSION
WEB SITE: www.extension.ucdavis.edu

1632 DA VINCI COURT
DAVIS, CALIFORNIA 95618 -4852

Agreement #EW-2014-21

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and MONO COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

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1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
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2. Term. The term of this agreement shall be from July 1, 2014 through June 30, 2015. All courses must be completed by June 30, 2015.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.

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 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.

9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

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UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

Mono County
Department of Social Services
PO Box 2969
Mammoth Lakes, CA 93546

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

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13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

MONO COUNTY

By 
Name
Title

By _____
Name
Title

Date 3/19/14

Date _____

FEIN: 94-6036494

EXHIBIT A
TRAINING PROGRAM

1. 8.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.

2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)

3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$ 31,600.00
University's in-kind contribution	\$ 3,160.00
User's share of cost	\$ 28,440.00



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Agricultural Commissioner

TIME REQUIRED

SUBJECT Unanticipated Gas Tax Revenue

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Agricultural Commissioner's Department has received unanticipated gas tax revenue in the approximate amount of \$27,103.02, on which \$11,701 has already been requested to be reserved for the construction of the building. This is a request that the additional funds of \$15,402.02 be set aside for future construction of the building to house his Department.

RECOMMENDED ACTION:

Reserve the remainder of the unanticipated gas tax revenue in the amount of \$15,402.02 for the Agricultural Commissioner's future use in constructing a building for his department.

FISCAL IMPACT:

FY 13/14 \$15,402.02 reduced cash in the General Fund.

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

[Gas Tax Consent](#)

History

Time	Who	Approval
6/11/2014 9:30 AM	County Administrative Office	Yes
6/10/2014 11:09 AM	County Counsel	Yes
6/11/2014 4:33 PM	Finance	Yes



Counties of Inyo & Mono

Nathan D. Reade
Agricultural Commissioner
Director of Weights and Measures
207 W. South Street, Bishop, CA 93514
Telephone – (760) 873-7860 Fax – (760) 872-1610
Email – inyomonoag@gmail.com Web - www.inyomonoagriculture.com



Date: June 9, 2014
To: Honorable Board of Supervisors
From: Nathan D. Reade, Agricultural Commissioner
Subject: Unanticipated Gas Tax Revenue

Recommended Action:

Consider request to reserve remainder funds for future use in constructing a building for use by the Agricultural Commissioner's Department.

Fiscal Impact

FY 13/14 \$15,402.02 reduced cash in the General Fund.

Discussion

The Agricultural Commissioner's Department has received unanticipated gas tax revenue in the approximate amount of \$27,103.02 of which 11,701 has already been requested to be reserved for the construction of the building. Per CDFR these additional monies are to be spent in an Agricultural Program in order to be expended on our annual financial statement. Inyo County has reserved their portion for the construction of the building. The Agricultural Commissioner is requesting that the additional funds be set aside for future the constructing of the building to house his Department.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Public Works / Human Resources

TIME REQUIRED

SUBJECT Employment Agreement of Vianey
White as Public Works Project
Manager

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving an employment agreement with Vianey White as Public Works Project Manager, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R_____, approving an employment agreement with Vianey White, 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:

The cost of this position for the remainder of FY 13/14 is approximately \$ 6,010.60, of which \$3,112.80 is salary; \$623.25 is the employer portion of PERS, and \$2,274.56 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (14/15) would be \$129,735.74 of which \$ 77,820.00 is salary; \$ 16,478.98 is the employer portion of PERS, and \$35,436.76 is the cost of the benefits.

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / 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:

Click to download

[Staff Report Vianey White](#)

 [resolution re White](#)

 [White Contract](#)

History

Time	Who	Approval
6/11/2014 9:28 AM	County Administrative Office	Yes
6/10/2014 11:09 AM	County Counsel	Yes
6/10/2014 7:26 AM	Finance	Yes



COUNTY OF MONO – County Administrative Office

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

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: June 9, 2014

Subject:
At-will employment agreement of Vianey White

Recommendation:
Approve the At-Will Employment Agreement of Vianey White, in the position of Public Works Project Manager, at a salary of \$6,400.00.

Background
Vianey White has served Mono County since June, 2012 in the Public Works Department as a Project Manager.

Discussion
The approval of this contract allows Vianey White to continue serving the County in this position with a salary of \$6,400.00, which is no change to her current salary.

Fiscal Impact
The cost of this position for the remainder of FY 13/14 is approximately \$ 6,010.60 of which \$ 3,112.80 is salary; \$ 623.25 is the employer portion of PERS, and \$ 2,274.56 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (14/15) would be \$ 129,735.74 of which \$ 77,820.00 is salary; \$ 16,478.98 is the employer portion of PERS, and \$ 35,436.76 is the cost of the benefits.

If you have any questions about this contract renewal, please feel free to contact me at (760) 932-5413.



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RESOLUTION NO. R14-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH VIANEY WHITE
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 Vianey White 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 Vianey White. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2014, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Larry K. Johnston , Chairman
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Vianey White

This Agreement is entered into this 17th day of June, 2014, by and between Ms. Vianey White and the County of Mono.

I. RECITALS

The County wishes to continue to employ Ms. White as Public Works Project Manager on a full-time basis on the terms and conditions set forth in this Agreement. Ms. White wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be June 17, 2014, until June 17, 2017, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. White in writing no later than December 17, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. White 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 Ms. White 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 Ms. White 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 June 17, 2014, Ms. White shall continue to be employed by Mono County as Public Works Project Manager, serving at the will and pleasure of the Public Works Director in accordance with the terms and conditions of this Agreement. Ms. White accepts such continued employment. The Public Works Director shall be deemed the "appointing authority" for all purposes with respect to Ms. White's employment.
3. Effective June 17, 2014, Ms. White's salary shall be \$6,400.00 per month. The Board may unilaterally increase Ms. White'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 Ms. White's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Ms. White 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 Ms. White'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.

4. Ms. White 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 her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. White understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st 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 Ms. White was already entitled to for the 2014 calendar year under her former employment agreement).
5. To the extent deemed appropriate by the Public Works Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. White's full participation in applicable professional associations, or for her continued professional growth and for the good of the County. It is understood that Ms. White may desire to enroll in a job-related or promotion-oriented master's degree program during the term of this Agreement; in that event, the County and Ms. White agree to meet to discuss possible incentives and terms related to such enrollment.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. White 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 2.5% at 55 for Ms. White), 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 R13-46 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. White understands and agrees that her 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 her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. White cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she 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 Ms. White’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 Ms. White’s employment, the Public Works Director may terminate Ms. White’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. Ms. White understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her 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, she will have no property interest in her 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 Public Works Director may, in his discretion, take during Ms. White’s employment.
9. On or before the effective date of any such termination without cause, Ms. White 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, Ms. White shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. White shall receive severance pay equal to six months’ salary in the event that termination occurs after the County has notified Ms. White 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, Ms. White shall not be entitled to any severance pay in the event that the Public Works Director has grounds to discipline her on or about the time he gives her 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. Ms. White shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. White may resign her employment with the County at any time. Her 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. Ms. White 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 Ms. White. It specifically supersedes the employment agreement between the parties dated June 11, 2012. Consistent with Ms. White's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. White may have accrued as of the effective date of this Agreement nor on her 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 Ms. White'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 Ms. White'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 Ms. White's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Ms. White acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. White further acknowledges that she 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 her right to do so, and that she 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 June 17, 2014.

VIANEY WHITE

THE COUNTY OF MONO

By: Larry K. Johnston, 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

MEETING DATE June 17, 2014

Departments: Finance

TIME REQUIRED

SUBJECT Fiscal Year 2014-15 Recommended
Budget

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Resolution #R14-_____, a resolution of the Mono County Board of Supervisors adopting the recommended budget for Fiscal Year 2014-15.

RECOMMENDED ACTION:

Adopt proposed resolution #R14-_____, adopting the recommended budget for Fiscal Year 2014-15. Provide any desired direction to staff.

FISCAL IMPACT:

The total fiscal impact is \$59,307,863 including \$32,179,879 of General Fund and \$27,127,984 of Non-General Fund expenditures.

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:

Leslie Chapman

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Temporary Budget Resolution](#)

History

Time	Who	Approval
6/11/2014 9:28 AM	County Administrative Office	Yes
6/10/2014 11:01 AM	County Counsel	Yes
6/10/2014 8:24 AM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5490 • FAX (760) 932-5491

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: June 10, 2014
To: Honorable Board of Supervisors
From: Leslie Chapman, Director of Finance
Subject: Requested (Temporary) Budget for Fiscal Year 2014-2015

Recommended Action:

1. Adopt Resolution Establishing the Requested Budget as the temporary operating budget for Fiscal Year 2014-2015 including expenditures of \$59,307,863.

Fiscal Impact:

\$59,307,863 including \$32,179,879 of General Fund and \$27,127,984 on Non-General Fund expenditures.

Discussion:

Government Code 29000 et seq. is known as the County Budget Act and describes the procedures and timelines required for development and adoption of the County's annual budget. Section 29064(a) states that "On or before June 30 of each year the board, by formal action, shall approve the recommended budget, including the revisions it deems necessary for the purpose of having authority to spend until the budget is adopted." Mono County has historically adopted a temporary budget based on the prior year's budget, excluding fixed assets and operating transfers. While tradition remains the same, the terminology has changed. What used to be known as the Temporary budget is now the Recommended Budget.

Adoption of this budget will provide sufficient spending authority to continue County operations until the final budget is adopted no later than October 2nd by Resolution of the Board of Supervisors.

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ATTEST:
LYNDA ROBERTS
CLERK OF THE BOARD

APPROVED AS TO FORM

MARSHALL RUDOLPH
COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Finance, Public Defender

TIME REQUIRED

SUBJECT Public Defender Investigator Contract

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed First Amendment to Agreement between the County and Tyrone Atwater dba Atwater Investigations for the provision of private investigation services for the Mono County Public Defenders.

RECOMMENDED ACTION:

Approve and authorize the Chairman's signature on the proposed First Amendment to Agreement between the County and Tyrone Atwater dba Atwater Investigations for the provision of private investigation services for the Mono County Public Defenders increasing the maximum contract limit to \$67,000. Provide any desired direction to staff.

FISCAL IMPACT:

There is currently sufficient budget available within the public defender budget to pay for this increase therefore the overall budget will not be increased.

CONTACT NAME: Roberta Reed

PHONE/EMAIL: 760 932-5492 / rreed@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[First Amendment](#)

 [PD email](#)

 [Original Contract](#)

History

Time	Who	Approval
6/12/2014 10:01 AM	County Administrative Office	Yes
6/12/2014 9:42 AM	County Counsel	Yes
6/12/2014 9:06 AM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman
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

MEMORANDUM

TO: Board of Supervisors

FROM: Roberta Reed, Assistant Finance Director

DATE: June 17, 2014

SUBJECT: Public Defender Investigator Contract

RECOMMENDED ACTION:

Approve and authorize the Chairman's signature on the First Amendment to Agreement between the County and Tyrone Atwater dba Atwater Investigations for the provision of private investigation services for the Mono County Public Defenders increasing the maximum contract limit to \$67,000.

BACKGROUND INFORMATION:

On July 1, 2013, the County entered in to a contract for the provision of investigation services on behalf of our contracted Public Defenders with Atwater Investigations. This contact provided for an hourly rate of \$40.00/hour in addition to actual expenditures including, but not limited to, mileage reimbursement. The County has had a similar contract with Atwater Investigation for several years, all with contract maximum of \$55,000 per year. A new contract will have to be prepared for the 2014-15 fiscal year.

For the first time, the investigative service required by the public defenders on behalf of their clients has pushed Atwater Investigations to exceed the contract limit. The County was unable to pay the entire invoice for May because both the contract limit and the appropriation limit for this contract had been reached. Atwater Investigations at the time of this writing has already exceeded 30 hours of services for June.

Attached are emails from Randy Gephart, one of Mono County's Contract Public Defenders, supporting the request to increase the contract limit based upon the needs of the Mono County Public Defenders, as well as from Tyrone Atwater. Please review these emails in conjunction with this request for approval of an amended contract.

As the services were performed in good faith at the request of the public defenders, Atwater Investigations should be paid. It is anticipated that the remaining costs for May and anticipated costs for June should not exceed \$12,000.

FISCAL IMPACT:

There is currently sufficient budget available within the public defender budget to pay for this increase therefore the overall budget will not be increased.

**FIRST AMENDMENT TO AGREEMENT
BETWEEN COUNTY OF MONO
AND TYRONE ATWATER d/b/a/ ATWATER INVESTIGATIONS
FOR THE PROVISION OF PRIVATE INVESTIGATION SERVICES FOR
THE MONO COUNTY PUBLIC DEFENDERS**

INTRODUCTION

This First Amendment is entered into by and between the County of Mono (hereinafter referred to as "County") and Tyrone Atwater d/b/a/ Atwater Investigations of Gardnerville, Nevada (hereinafter referred to as "Contractor"), for the purpose of amending that certain Agreement between the parties for the provision of private investigation services for the Mono County Public Defenders entered into on or about July 1, 2013 ("the Agreement").

TERMS AND CONDITIONS

1. The first sentence of Subsection "D" of Section Three of the Agreement (entitled "Limit upon amount payable under Agreement") is hereby amended to read as follows: "The total sum of all payments made by the County to Contractor for services and work performed under his Agreement shall not exceed \$67,000 (Sixty Seven Thousand Dollars) (hereinafter referred to as "contract limit")."
2. All other provisions of the Agreement not affected by this First Amendment shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO SHALL BE DEEMED TO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF June, 2014.

COUNTY OF MONO

CONTRACTOR

By: _____
Larry K. Johnston, Chairman

By: _____
Tyrone Atwater

APPROVED AS TO FORM:

County Counsel

Leslie Chapman

From: Randy Gephart <Randy@rgcslaw.com>
Sent: Wednesday, June 11, 2014 11:25 AM
To: Leslie Chapman
Cc: Alicia Richmond; Gerald Mohun (Mohun@mammothlaw.com); hammon52@yahoo.com; Tye Atwater (atwatpi@yahoo.com); Stan Eller (staneller@monocourt.org); Mark Magit (mmagit@monocourt.org); Tim Kendall; Larry Johnston; Fred Stump; Tim Alpers; Tim Fesko; Byng Hunt
Subject: Investigator's contract

Dear Ms. Chapman:

This confirms our discussion today.

I understand that the Public Defender investigator, Tye Atwater, has exceeded his contract amount.

You have advised he is over his contract amount in May, leaving no funds left to complete the fiscal year ending in June.

In order that this matter can be addressed by the Board forthwith, I understand you will ask that it be on the agenda for next Tuesday, June 17.

Please include this letter in your request to the Board.

I understand Mr. Atwater did not have in mind the contract limit and certainly did not know that he had exceeded it.

Please know that he is the only investigator working for 3 public defender offices and handles all investigation in all criminal cases (except in the rare case where a conflict between the clients precludes him from working on behalf of more than one defendant in a multiple defendant case).

During this fiscal year, and over the past months, I understand that he has been busier than normal with investigating and assisting in trials. The trial work is in addition to his normal investigative work which he carries out on a daily basis in assisting our respective offices to resolve cases without going to trial. His work is essential to ensure that effective indigent defense is provided in all cases.

While the District Attorney can rely upon two full time investigators in the DA's office, as well as the investigative services of the Mammoth Lakes Police, the Mono County Sheriff and the CHP, defense counsel rely exclusively on Tye Atwater.

Much of what he does is to assist our respective offices in resolving cases by interviewing witnesses, both prosecution and defense witnesses, so that all parties know the facts and fair and expeditious resolution can be achieved without the time and resources expended in a trial. If, due to lack of funding, he is unable to provide his services, the public defenders will be unable to continue to effectively prepare cases and the efficient operation of the criminal justice system in Mono County will be severely undercut. By way of explanation, just as the DA's lawyers do not and should not conduct their own investigation of cases (but rely on their investigators and law enforcement officers), the public defenders do not and should not conduct their own investigations but rely on Mr. Atwater. In this way, the lawyers are not put in the position of having to testify but rely on their investigators to do so.

I have asked Mr. Atwater to provide an estimate of the funds necessary for him to complete his work for the duration of the fiscal year and will forward that information as soon as I receive it.

Thank you for your assistance in this matter. Do not hesitate to let me know what additional information you may need from me.

Randall L. Gephart

Law Offices of Gephart & Silverman, A.P.C.

P.O. Box 1768

4 Oak Tree Place

Mammoth Lakes, CA 93546

760-934-6215 (phone)

760-934-4063 (fax)

www.rgcsllaw.com

Leslie Chapman

From: Tye Atwater <atwatpi@yahoo.com>
Sent: Wednesday, June 11, 2014 12:19 PM
To: Leslie Chapman
Subject: Fw: Hours

On Wednesday, June 11, 2014 12:12 PM, Tye Atwater <atwatpi@yahoo.com> wrote:

Gentle Persons

When I first started working under contract for Mono CO as a defense investigator I was averaging about 60 hours a month.

The next year the averages went up to 70 hours a month.

The last two years I have seen the averages go up to 80 hours a month and now in to 90 hours a month.

Last month (May, 2014) I expected another 90 hour month but it went up to 131 hours for the month because of the Lewis trial and other investigations.

It seems that I am getting more cases that need in depth investigations and interviews.

Law enforcement investigators have told me that this because of cut backs in the law enforcement investigation personnel and their investigations.

I was told to expect more jury trials because of these cut backs on the law enforcement side.

The defense investigator is a critical asset to the county because of the potential for Ineffective Assistance of Council law suits that may arise.

Last month I invoiced Mono County for \$7,137.05 (before taxes). I received \$2385.77. I was not paid the remainder because I was over the contract limit,

I believe another \$12,000.00 added to the contract would cover the remainder of the hours for the May 2014 billing and the remainder of June 2014.

As for next physical year starting in July 2014, I believe the \$ 65,000.00 limit will be insufficient because of the upward trend of crime, case filings, and investigations.

Sincerely,

Tyrone R. Atwater, Atwater investigations

**AGREEMENT BETWEEN COUNTY OF MONO
AND TYRONE ATWATER d/b/a ATWATER INVESTIGATIONS
FOR THE PROVISION OF PRIVATE INVESTIGATION SERVICES FOR
THE MONO COUNTY PUBLIC DEFENDERS**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the private investigation services of Tyrone Atwater d/b/a Atwater Investigations, of Coleville, California, an Independent Contractor, (hereinafter referred to as "Contractor"), in connection with the defense of indigent defendants, and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the following persons: (1) Randall Gephart of Berger, Silverman & Gephart; (2) David Hammon of the Law Offices of David Hammon; (3) Gerald F. Mohun, Jr. of Liebersbach, Mohun, Carney & Reed; and (4) such other attorneys, if any, as may be duly appointed from time to time by the court to represent indigent defendants (hereinafter referred to collectively as "Public Defenders"). Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2013, to June 30, 2014, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. As full compensation for all general services performed under this agreement, the County shall make payment amount of \$40.00 per hour to Contractor for services provided for the month. In addition, County shall pay such actual expenses incurred by Contractor to provide any special services rendered in that month. The Contractor shall invoice the County in accordance with Section 3(E) below.

B. Travel and Per Diem. Contractor will be paid mileage reimbursement at the Internal Revenue Service rate for all travel required to provide general services under this agreement. Contractor will not be paid any additional reimbursement for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement unless specific authorization for such services is obtained in these cases where Contractor is required to travel out of Inyo and Mono Counties.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$55,000.00 (Fifty Five Thousand Dollars) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed, the number of miles travelled, and describe the nature of the services and work that were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, the County shall make payment to Contractor no later than the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the Public Defenders. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his schedule, will coordinate with the Public Defenders to ensure that all services and work requested by the Public Defenders under this Agreement will be performed within the time frame set forth by the Public Defenders.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to Public Defenders.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

9. INSURANCE.

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

D. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10. STATUS OF CONTRACTOR.

All acts of Contractor, his agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County or the Public Defenders. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County or the Public Defenders, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County or the Public Defenders is to be considered an employee of Contractor. It is understood by both Contractor and County, and the Public Defenders that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to the Public Defenders only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION.

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

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

12. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of the Public Defenders shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that the Public Defenders determine to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the Public Defenders have the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

This Agreement may be canceled by County and/or the unanimous demand of all three Public Defenders without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) days written notice of such intent to cancel. In the event Contractor is planning to relocate out of the area prior to the expiration of this Agreement, Contractor shall provide as much notice as possible to the County and the Public Defenders.

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the Public Defenders.

19. CONFLICTS.

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

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County or the Public Defenders in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County or the Public Defenders, or who has been an adverse party in litigation with the County, the Public Defenders and their clients, and concerning such, Contractor by virtue of this Agreement has gained access to the County's and the Public Defenders confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

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

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

Contractor:
Tyrone Atwater
Atwater Investigations
P.O. Box 141
Coleville CA 93546 96107

Public Defenders:
Randall Gephart
Berger Silverman & Gephart
P.O. Box 1768
Mammoth Lakes CA 96107 93546

David Hammon
Law Offices of David Hammon
P.O. Box 3267
Mammoth Lakes CA 93546

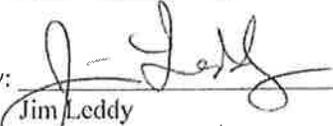
Gerald F. Mohun, Jr.
Liebersbach Mohun Carney & Reed
P.O. Box 3337
Mammoth Lakes CA 93546

25. ENTIRE AGREEMENT.

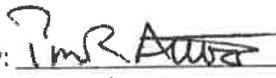
This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. This Agreement specifically supersedes the prior, existing Agreement between the parties. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 1 DAY OF July, 2013.

COUNTY OF MONO

By: 
Jim Leddy
Dated: 7/1/2013

CONTRACTOR

By: 
Tyrone Atwater
Dated: 7/9/2013

Taxpayer's Identification or Social Security
Number: 536-44-9885

APPROVED AS TO FORM:


County Counsel

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND TYRONE ATWATER d/b/a ATWATER INVESTIGATIONS
FOR THE PROVISION OF PRIVATE INVESTIGATION SERVICES FOR
THE MONO COUNTY PUBLIC DEFENDERS**

SCOPE OF WORK:

Contractor enters into this contract with County to provide private investigation services to the Public Defenders for any and all cases which are filed in Mono County, California, in connection with the representation of indigent parties entitled to receive legal representation under the law. Contractor shall be directly responsive to the Public Defenders and provide investigation services as required by them as follows:

GENERAL SERVICES:

1. Investigation services include, but are not limited to, interviews of clients, witnesses, and others identified by the Public Defenders, to the extent possible, such interviews should be in person review; review and obtain law enforcement reports; service of subpoenas; assist in hearing and trial preparation; testify at hearings and trials when necessary; and such other services as may be reasonably be required by the Public Defenders.
2. Contractor shall be available to provide investigative services within 24 hours notice by Public Defenders.
3. Contractor acknowledges that there are three contract Public Defenders and that he is required to provide investigative services for all three Public Defenders.
4. Contractor shall provide notice to the Public Defender(s) of any and all conflicts of interest immediately upon his becoming aware of any such conflict.
5. Contractor understands and acknowledges that the attorney-client and attorney-work product privileges as set forth in the California Evidence Code, and such other statutory and case law, apply to services provided to the Public Defenders under this contract, and agrees that he will maintain such privileges, and confidentiality.

SPECIAL SERVICES:

The parties understand and recognize that from time to time, the Public Defenders may require one or more investigation services to be conducted in Spanish or some other non-English language, and that Contractor is not currently fluent in any language other than English. Such services shall be considered "special services," and Contractor may either decline to provide them without being in breach of this agreement, or Contractor may subcontract or make such other arrangements to provide them on such terms and conditions as may be acceptable to the Public Defenders and mutually agreeable to the parties. In that event, the actual additional expenses incurred by Contractor to provide such special services may be passed through to the County, in addition to the compensation paid for general services.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT County Service Area #1 Budget
Request

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Kim McCarthy, CSA #1 Board President, dated June 3, 2014, requesting to budget \$12,000.00 for the upcoming fiscal year and all years to follow for use toward the Community Wellness/Recreation Classes.

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

[CSA 1 Letter](#)

History

Time	Who	Approval
6/11/2014 11:29 AM	Clerk of the Board	Yes



COUNTY SERVICE AREA #1

Television Service

CROWLEY LAKE - LONG VALLEY

Post Office Box 3861
Mammoth Lakes, CA 93546



June 3, 2014

Mono County Board of Supervisors
Bridgeport, CA 93517

To the Mono County Board of Supervisors,

Mono County Service Area #1 (CSA 1) would like to budget \$12,000.00 for the upcoming fiscal year and all years to follow for use toward Community Wellness/Recreation Classes. We are submitting this request for your approval due to the fact that the CSA 1 spending limit is not more than \$5,000.00 on any one project without your approval.

The Community Wellness Classes are part of the 10-year plan for the CSA 1 which was approved by your Board in 2012. Yet, the funding was not approved to exceed the \$5,000. The CSA 1 board has recently hired a coordinator for these classes (Isabel Connolly) who has done a fantastic job with the first Spring classes offered to the community. Some classes are full and others are being so well received folks are driving up from Bishop to attend (Yoga). Those folks outside the district pay a minimal fee of \$5.00 per class.

The Community Wellness Classes were included in the community survey we conducted and placed second as the most requested service folks wanted. A new library placed first, classes second, ball field improvements third, additional playground equipment at the park and solar came in fourth, and skate park came in fifth.

Since that time the County received a grant for the solar which was installed last fall, we hope to do the ball field improvements this summer (with your approval), we are working on the library (with not much support from the Office of Education) and the skate park with County staff. We have not looked into the additional playground equipment yet.

The CSA 1 board is committed to offer high quality classes to the community utilizing the talent and abilities of our local community. We offer employment to those qualified. We offer members of our community classes for socializing with others who share the same interests and the wellness of all community members. The CSA 1 is asking for your premission to budget up to \$12,000.00 each fiscal year beginning 2014/15 for the Community Wellness/Recreation programs.

Thank you for your time,

Sincerely,

Kim McCarthy
Kim McCarthy
CSA1 Board President



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT LTC Letter to SCE Regarding Rock
Creek Road Rehab Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from the Local Transportation Commission dated June 9, 2014 to Southern California Edison regarding the status of Rock Creek Road Rehabilitation Project within Mono and Inyo Counties.

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

[LTC Letter](#)

History

Time	Who	Approval
6/11/2014 11:35 AM	Clerk of the Board	Yes

Mono County Local Transportation Commission

PO Box 347
Mammoth Lakes, CA 93546
760- 924-1800 phone, 924-1801 fax
monocounty.ca.gov

PO Box 8
Bridgeport, CA 93517
760- 932-5420 phone, 932-5431 fax

June 9, 2014

Debra Hess
Regional Manager
Southern California Edison
374 Lagoon Street
Bishop, CA 93514

Dear Ms. Hess:

At its meeting this week, the Mono County Local Transportation Commission considered the status of the Rock Creek Road Rehabilitation Project (the "Rehabilitation Project") within Mono and Inyo Counties. Construction on the Rehabilitation Project started this April after a multi-year grant-writing, planning, and engineering effort by the Federal Highway Administration (FHWA), Mono County, Inyo County, and the Inyo National Forest (the "Project Partners"). Completion of this important \$9,000,000 Project is scheduled for the fall of 2015.

The Commission is informed by its staff that approximately one month ago, Southern California Edison (SCE) contacted the Project Partners with news that SCE's direct-burial power cable to upper Rock Creek has reached the end of its useful life and needs to be replaced. On May 30, 2014, SCE presented the Project Partners with a proposal to install 9.2 miles of new underground electrical lines in Rock Creek Road by trenching under the center of the up-hill traffic lane between the wheel paths (the "Trenching Project").

This Commission, which includes elected officials of Mono County and the Town of Mammoth Lakes, is concerned that SCE's proposed Trenching Project will impact the construction schedule for the Rehabilitation Project as well as the long-term quality of Rock Creek Road. These impacts could increase maintenance costs and reduce the service life of this \$9,000,000, multi-year Rehabilitation Project. The Commission feels strongly that such impacts are unacceptable and demands that SCE take the following actions immediately:

1. Redesign the Trenching Project to move all electrical pull boxes out of the paved roadway and utilize contractor procurement procedures which will fast-track the Trenching Project by working in coordination with the FHWA, so that the Rehabilitation Project will not be impeded or delayed and the power cable is installed prior to asphalt paving.
2. If #1 above is not accomplished, work with the Inyo National Forest and the California Public Utilities Commission to explore and fund energy alternatives for the facilities in Rock Creek Canyon thereby eliminating the need for the Trenching Project.

The Commission stresses that if neither option 1 or 2 is accomplished, saw cutting and patching the newly-paved road will not be an acceptable solution and the Commission will recommend that any encroachment permit issued for the Trenching Project by Mono County require that the road be completely avoided with trenchless methods, or the entire road re-paved to FHWA standards equivalent to those achieved by the Rehabilitation Project.

Respectfully,



Jo Bacon
Chair, Mono LTC

cc: Mono County Board of Supervisors
Town Council, Town of Mammoth Lakes
Ed Armenta, Forest Supervisor, Inyo National Forest
Inyo County Board of Supervisors
Wendy Longley, Project Manager, FHWA
Ryan Dermody, Caltrans District 9
Tim Rafferty, Service Planner, Southern California Edison



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: CAO/Finance

TIME REQUIRED 9:30 a.m., 3 hours

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jim Leddy, Leslie Chapman

SUBJECT Budget Workshop - Continued

AGENDA DESCRIPTION:

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

Presentation by Jim Leddy with subsequent discussion regarding budget status to date, along with input from departments and opportunity for the Board to ask questions, consider alternatives and provide input for development of the 2014-15 final budget. Budget workshop documents can be accessed online: <http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

RECOMMENDED ACTION:

Provide direction to staff.

FISCAL IMPACT:

None at this time.

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

Time	Who	Approval
6/10/2014 11:05 AM	County Administrative Office	Yes
6/10/2014 11:05 AM	County Counsel	Yes
6/10/2014 7:26 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

TIME REQUIRED

SUBJECT

Closed Session - Conference with
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group, LLC. v. Mono County et al.

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:

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No Attachments Available

History

Time	Who	Approval
6/12/2014 8:12 AM	County Administrative Office	Yes
6/11/2014 1:47 PM	County Counsel	Yes
6/11/2014 4:24 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

TIME REQUIRED

SUBJECT Closed Session - Conference with
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
6/12/2014 8:12 AM	County Administrative Office	Yes
6/11/2014 1:47 PM	County Counsel	Yes
6/11/2014 4:34 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT 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:

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History

Time	Who	Approval
6/11/2014 9:14 AM	Clerk of the Board	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Community Development

TIME REQUIRED Public Hearing: 1:30 p.m. (10 minutes presentation; 10 minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Courtney Weiche. Nick Criss

SUBJECT Public Hearing: Sierra Business Park Specific Plan Amendment 14-001

AGENDA DESCRIPTION:

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

Public hearing regarding Sierra Business Park Specific Plan Amendment 14-001, which would: 1) make minor technical changes, 2) require any proposed use to be reviewed by the Land Technical Advisory Committee, 3) clarify requirements for on-site storm water retention and oil/water separator, 4) consolidate references to fencing and screening requirements into one section and clarify appropriate construction, design and applicability, 5) require Verticrete (or similar material) to screen any use along property frontage, 6) require areas devoted for vehicular access and storage to be paved to facilitate on-site retention system, and 7) require snow storage to equal 25% of the area from which the snow is to be removed. In accordance with the California Environmental Quality Act, an addendum to the existing Specific Plan EIR is being utilized.

RECOMMENDED ACTION:

The Planning Commission recommends approval of Resolution R14 - Sierra Business Park Specific Plan Amendment 14-001, adopting the Amendment and approving and adopting the Addendum to the Sierra Business Park EIR.

FISCAL IMPACT:

No fiscal impact.

CONTACT NAME: Nick Criss

PHONE/EMAIL: 760-924-1826 / ncriss@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

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- [📄 BOS Res](#)
- [📄 Spec Plan clean](#)
- [📄 Spec Plan Leg](#)
- [📄 Addendum](#)
- [📄 PC Res](#)

History

Time	Who	Approval
6/11/2014 9:29 AM	County Administrative Office	Yes
6/10/2014 4:32 PM	County Counsel	Yes
6/11/2014 4:16 PM	Finance	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

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

June 17, 2014

To: Mono County Board of Supervisors

From: Courtney Weiche, Associate Planner
Nick Criss, Code Enforcement Officer

Re: Sierra Business Park Specific Plan Amendment 14-001

I. RECOMMENDATION

The Planning Commission recommends that the Board of Supervisors consider adoption of Resolution R13-__ taking the following actions:

Approving the addendum to the Sierra Business Park EIR, and adopting Sierra Business Park Specific Plan Amendment 14-001.

II. PROJECT BACKGROUND

The Sierra Business Park Specific Plan and Tentative Tract Map (TTM) 36-159, and Final Environmental Impact Report (FEIR) were adopted by the Mono County Board of Supervisors on Dec. 12, 2000. This approval established permitted land uses and development standards for the Sierra Business Park.

Sierra Business Park is located southwest of US 395 about three miles south of the intersection with State Route 203. The site is directly opposite the entry to Mammoth Yosemite Airport and about one mile west of the airport terminal. Sierra Business Park is an industrial park designed for the needs of business, warehouse, storage rentals or light industrial uses. The site is located at the base of the slopes of the eastern Sierra Nevada and is the former site of a sand and gravel extraction operation that was owned by Sierra Materials. The Specific Plan for Sierra Business Park encompasses 36.7 acres of land, including 32.7 acres of industrial lots and 4.0 acres of road right of way. Since its adoption, several minor modifications (primarily changes to required materials and colors) were approved by the planning director as allowed by the Specific Plan. In 2007, an amendment was adopted by the Mono County Board of Supervisors concerning modifications to the number of caretaker units allowed, modified parking standards, and snow storage capacity.

This will be the second amendment to the Specific Plan since it was adopted and was initiated in consultation with the Sierra Business Park Owners Association. The proposal would amend the Specific Plan to: 1) make minor technical changes; 2) clarify Land Development Technical Advisory Committee (LDTAC) requirements; 3) clarify requirements for on-site storm-water retention and oil/water separator; 4) consolidate references to fencing and screening requirements into one section and clarify appropriate construction, design and applicability; 5) refine paving requirements to facilitate on-site retention system; and 6) clarify snow storage.

In accordance with the California Environmental Quality Act, an addendum to the existing Specific Plan EIR is being utilized.

III. SUMMARY OF PROPOSED PROJECT MODIFICATIONS

The proposed specific plan amendment incorporates a number of modifications primarily designed to clarify existing development requirements. The proposed changes are as follows:

- A series of technical updates are included such as changing Uniform Building Code to California Building Code which is now the recognized building code in California. Also, all references to the County Zoning Ordinance which no longer exists were removed and replaced with reference to the General Plan.
- All permitted uses will now require approval by the Land Technical Advisory Committee. This requirement is to better facilitate the application of Specific Plan development requirements on all future projects.
- Screening requirements found throughout the document have been consolidated into one section titled Fencing and Screening. Changes to the screening requirements include clarifying mandatory 8' Verti-Crete wall or similar substitute along front property lines (except where the SCE easement applies) in conjunction with any use of the property, but allowing landscaping plan approved by the Sierra Business Park Owners Association as a substitute for the Verti-Crete requirement. Additionally, an eight foot (8') high entrance gate composed of steel, wrought iron or wide-mesh galvanized chain link with or without dark brown plastic slats shall also be required.
- Due to the under-sized community storm water system, all lots currently require dry well and oil water separator; however there is very little direction as to when and how these improvements are to be installed. The proposed amendment will require that all drainage be retained on site and all vehicular access, parking, and equipment storage areas be paved to facilitate the use of oil water separators. Dry wells will be required as engineered systems with a grading permit issued by Department of Public Works.
- Snow storage shall be provided on site and shall be equal to 25% of the area from which the snow is to be removed (i.e., parking and access/roads areas). This change simply clarifies vague language and sets clear standards.

IV. PLANNING COMMISSION

The Planning Commission considered the item at a noticed public hearing on May 8, 2014. Commission motion directed staff to make appropriate changes based off of public comment, which included refinement of paving requirements and clarification of barbed wire fencing.

The following related changes are recommended by the Planning Commission:

14. d. Barbed wire shall **only** be permitted ~~in conjunction with the required fencing around the site~~ **Sierra Business Park** perimeter.
15. a. ~~All vehicle access, parking and equipment storage areas shall be paved.~~ **Areas devoted to vehicle access, parking and storage of equipment or materials which have potential to discharge oil or other petroleum-based contaminants shall be paved unless otherwise approved by LDTAC.**

The Planning Commission adopted Resolution 14-02 recommending acceptance of the EIR Addendum and that the Board of Supervisors approve the Sierra Business Park Specific Plan Amendment on a 5-0 vote. The Board of Supervisors is required to consider the Planning Commission recommendation at the public hearing and may approve, modify or disapprove the recommendation.

V. ENVIRONMENTAL REVIEW

To comply with the California Environmental Quality Act (CEQA), the Sierra Business Park Final Environmental Impact Report (FEIR) was approved on Dec. 12, 2000. CEQA Section 15164 (a) provides that “the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” In accordance with CEQA, an addendum to the Sierra Business Park FEIR has been prepared and is recommended by the Planning Commission.

VI. ATTACHMENTS

- Resolution R14-
- Specific Plan Amendment 14-001 (changes incorporated)
- Specific Plan Amendment 14-001 (legislative format)
- Addendum to the Sierra Business Park FEIR
- Planning Commission Resolution R14-02



RESOLUTION R14-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING SIERRA BUSINESS PARK SPECIFIC PLAN AMENDMENT 14-001**

WHEREAS, on Dec. 12, 2000, the Mono County Board of Supervisors approved the Sierra Business Park Specific Plan and Tentative Tract Map 36-159 and Final Environmental Impact Report (EIR); and

WHEREAS, on Sept. 13, 2007, the Board of Supervisors approved Amendment #1 to the Sierra Business Park Specific Plan that modified the number of caretaker units allowed, parking standards and snow storage capacity; and

WHEREAS, in the interest of updating the Specific Plan and clarifying its implementation, the proposed Specific Plan Amendment 14-001 would make changes to Sierra Business Park Specific Plan to: 1) make minor technical changes; 2) clarify Land Development Technical Advisory Committee review requirements; 3) clarify requirements for on-site storm-water retention and oil/water separator; 4) consolidate references to fencing and screening requirements into one section and clarify the appropriate construction, design and applicability; 5) institute paving requirements to facilitate on-site retention system; and 6) clarified snow storage; and

WHEREAS, The Planning Commission considered the Amendment at a noticed public hearing on May 8, 2014 and based on specified findings, recommended approval of the Amendment, with the addition that paving requirements and the location of where barbed wire fencing is permitted be further clarified, and these clarifications have been included in the Amendment, Exhibit A; and

WHEREAS, Section 15164 (a) of the California Environmental Quality Act (CEQA) Guidelines provides that “the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred”; and

WHEREAS, a FEIR for the project was approved in 2000; none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred; since the Amendment reduces environmental impacts and will not adversely affect surrounding properties, an addendum to the Final Environmental Impact Report (FEIR) has been recommended as the appropriate level of environmental review under CEQA guidelines sections 15162 and 15164; and

WHEREAS, the Mono County Board of Supervisors did, on June 17, 2014, hold a noticed and advertised public hearing to hear all testimony relevant to Sierra Business Park Specific Plan Amendment 14-001.

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NOW, THEREFORE, BE IT RESOLVED that having considered public testimony and the recommendation of the Mono County Planning Commission, the Mono County Board of Supervisors approves the EIR Addendum and adopts Sierra Business Park Specific Plan Amendment, as described in Exhibit A, finding that the Amendment is consistent with the Mono County General Plan.

PASSED AND ADOPTED this 17th day of June 2014, by the following vote of the Board of Supervisors, County of Mono:

- AYES :
- NOES :
- ABSENT :
- ABSTAIN :

Larry Johnston, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Stacey Simon, County Counsel

Exhibit A
SIERRA BUSINESS PARK
SPECIFIC PLAN

Adopted by the
Mono County Board of Supervisors
December 12, 2000

Minor Modifications by Planning Director 10/20/04, 11/28/05, 12/13/06
Amendment #1 11/13/07
Amendment #2 06/17/14

**SIERRA BUSINESS PARK
SPECIFIC PLAN**

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SIERRA BUSINESS PARK SPECIFIC PLAN

INTRODUCTION

The text presented in this Section of the Sierra Business Park Specific Plan and EIR constitutes the Land Use Regulation governing development of the area hereinafter to be referred to as Sierra Business Park. The Specific Plan properties have been placed into the Specific Plan District by Resolution, as adopted by the Mono County Board of Supervisors.

PURPOSE AND OBJECTIVES

The purpose of these regulations is to provide for development of the Sierra Business Park in a manner that reflects the spirit and intent of the specific plan and industrial development regulations of the Mono County General Plan Land Use Element. A central objective of these regulations is to provide for needed industrial services while protecting the scenic resources of the region as a whole and the Highway 395 Scenic Corridor in particular.

These regulations stipulate site design and site planning standards consistent with Mono County policies governing development and the protection of natural resources.

SITE PLANS

Consistency with provisions of the General Plan is ensured through Site Plan review procedures established herein. The Site Plan review process provides for County review of detailed, final site plans for each lot in Sierra Business Park, and provides assurance that each lot will be planned, constructed and maintained in a manner that conforms to this Specific Plan and is compatible with surrounding environs. The Site Plan process

also provides for a timely sequence of County and public review and input.

AUTHORITY

California Government Code §65507 authorizes a legislative body to adopt an ordinance or resolution requiring that a Specific Plan be prepared when it is in the public interest to do so. Mono County has applied this authority to require Specific Plans for all outlying parcels, including the Sierra Business Park site. As with General Plans, the Board of Supervisors must hold a public hearing before considering adoption of the Specific Plan.

The Subdivision Map Act requires the legislative body to deny approval of a final or tentative subdivision map if it is inconsistent with applicable specific plans (§66474{b}). The Mono County Planning Commission is authorized to approve or deny tentative tract maps.

DEFINITION OF TERMS

Terms used in this Specific Plan shall have the same definitions as given in the Mono County General Plan unless specified otherwise herein.

REGIONAL AND LOCAL SETTING

The Sierra Business Park Specific Plan site is located in southern Mono County, California. The project site encompasses 36 acres situated immediately southwest of Highway 395 about 3 miles south of the intersection with State Route 203 (SR 203 leads into Mammoth Lakes). The site is directly opposite the entry to Mammoth Lakes/Yosemite Airport and about 1 mile west of the airport terminal.

The property is the former site of a sand and gravel extraction operation that was owned by Sierra Materials. Past operations on the site have created an excavated bed that is 20-25 feet below the surrounding land. An elevated berm has been constructed around the site perimeter to screen operations of a batch plant that was installed by the applicant in 1998.

PHYSICAL FEATURES OF THE SIERRA BUSINESS PARK SITE

1. Soils and Elevation

The site is located on the alluvial slopes of the eastern Sierra Nevada. Site elevations range from 7,099 feet (in the excavated central portion of the site) to 7,125 feet (on parts of the site perimeter). Soils are of firm-to-dense compaction and comprised of recent alluvium, including glacial outwash, talus deposits, and stream and river alluvium. Soil depths range from 0-8 feet.¹

2. Vegetation

The site has been excavated as part of its prior use as a sand and gravel mining and processing site. The site is also located in the range of (but is not part of) an existing cattle grazing allotment. These past and on-going uses have removed essentially all vegetation and topsoil from the project site.

3. Viewshed

The entire length of Highway 395 has been designated by the California Department of Transportation (CalTrans) as a Scenic Highway of statewide significance.

The site cannot be seen from most locations to the southeast due to elevation differences. The screening berm, the power lines and the 40' batch plant stack are readily visible from locations to the north and west, which are at higher elevations. The escarpment of the Sierra Nevada dominates mid- and long-range views from Highway 395. The Mammoth Lakes/Yosemite Airport dominates near-field views to the northeast,

and the White Mountains dominate more distant views to the east.

4. Land Use

Land uses on the site as of January 2000 include an operating concrete batch plant (Use Permit No. 37-95-03), two Edison high-power transmission lines, and vacant, previously excavated land with a screening berm around portions of the site perimeter. A dogsled concession (with an office building, storage and kennels), also occupies a portion of the site.

GENERAL PLAN CONSISTENCY

Consistency between the Sierra Business Park and relevant goals and policies of the Mono County General Plan is evaluated in Table 1 below. As indicated, the project conforms to all relevant General Plan goals and policies.

¹ Source: Preliminary Soils Report, Feb. 1997.

Table 1
CONFORMANCE WITH THE GENERAL PLAN

VISUAL RESOURCES:

Goals and Policies: “The General Plan emphasizes the importance of the Highway 395 viewshed from Benton Crossing Road to the intersection with SR 203. Significant visual impacts are to be avoided along this designated scenic highway, as demonstrated by visual impact analyses. Mitigation must be provided, via landscaping, screening or other means, to assure compliance with these goals.

Discussion: A number of project elements have been suggested by County staff and incorporated by the applicant to minimize visibility from Highway 395. This Specific Plan contains requirements specifically intended to protect the visual integrity of the Highway 395 scenic corridor.

Goals and Policies: The General Plan also encourages the concentration of development in or adjacent to existing communities, and supports the transfer of ownership to accomplish this goal.

Discussion: The Sierra Business Park is removed from existing communities, but directly adjacent to the regional airport, which it is expected to support in terms of available services. Efforts to achieve a transfer of ownership have not been successful and the County Board of Supervisors has indicated that the applicant will not be asked to explore this issue any further.

INDUSTRIAL DEVELOPMENT:

Goals and Policies: The General Plan recognizes a countywide need for additional industrial land uses for the services provided, for economic growth and for job stability. Long Valley is cited as an area identified for some additional industrial land.

Discussion: The proposed Sierra Business Park responds to General Plan policies calling for balanced economic growth and employment development, and is directly responsive to the policy that calls for additional light manufacturing in the Long Valley area.

LAND USE COMPATIBILITY:

Goals and Policies: The General Plan requires that land uses around the airport be limited to those that are compatible with airport operations and include proper notification. Additionally, no use may infringe upon the integrity of the airport safety zone or otherwise impact safe air navigation.

Discussion: The proposed Sierra Business Park is compatible with the airport and would offer services that directly support airport operations. The project would neither impact the safety of airport operations nor be significantly impacted by those operations due to the industrial nature of the proposed uses.

Goals and Policies: The General Plan identifies resource extraction uses at the project site and recommends the same policy for other existing quarries in the planning area.

***Discussion:** Aggregate resource extraction opportunities at the site have been fully developed and further aggregate extraction is unfeasible. The project application provides for deletion of this General Plan policy as it applies to the project site.*

SPECIFIC PLAN DEVELOPMENTS:

Goals and Policies: The Specific Plan designation applies to developments proposed in areas outside of existing communities, on large parcels of land within or adjacent to existing communities, to provide direction for potentially conflicting land uses, and to plan for future land uses in the vicinity of surface mining operations. The Specific Plan requires that conditions of approval govern key issues such as the use of open space, treatment of scenic easements, and habitat preservation.

***Discussion:** This Specific Plan has been prepared to comply with General Plan requirements governing outlying parcels. Conditions of approval have been an integral element of Specific Plan preparation as well as the environmental impact report. Appendix B of this Final EIR summarizes all mitigation measures that must be implemented and monitored.*

RESOURCE PRESERVATION:

Goals and Policies: The General Plan requires the protection of critical wildlife habitat through the use of development standards, native vegetation in landscaping, and alternatives or mitigation measures where necessary to assure compliance.

***Discussion:** The biological assessment concluded that project implementation would not have a significant adverse impact on any critical wildlife habitat, including the nearby deer migration corridor or the 3 sage grouse leks in the project vicinity. Additionally, this Specific Plan requires the use, on the PMZ, of native plant species typical of the big sagebrush communities and adapted to the local region. There will be a mix of natives and non-native species on the site interior.*

MINING RECLAMATION:

Goals and Policies: The General Plan limits resource extraction to designated zones, and requires submittal of a Reclamation Plan for sites that have been mined. Conditional Use Permits are required for all mining operations to assure public safety.

***Discussion:** Resource extraction has been discontinued at the site due to the lack of significant additional on-site aggregate materials and the availability of superior resources in other locations. However, batch plant operation would continue. A Reclamation Plan has been submitted as part of project documentation. The Reclamation Plan links reclamation to site development, including access, drainage, landscaping, and other improvements required in a Reclamation Plan.*

WATER RESOURCE PROTECTION POLICIES:

Goals and Policies: The General Plan mandates the protection of local surface and groundwater resources through required studies, standards, and regulations.

Discussion: *This Specific Plan and EIR provides studies conducted for the purpose of identifying relevant water protection policies and standards, quantifying project impacts, and developing measures to safeguard the resources in light of project impacts. The proposals incorporate substantial input from the County Health Department and the Lahontan Regional Water Quality Control Board. Please see EIR Sections 5.2 and 5.10, as well as Appendices C and K for a full discussion of the measures proposed for proper design, maintenance and use of the onsite septic and drainage systems.*

DEVELOPMENT STANDARDS:

Goals and Policies: “The General Plan requires that new developments be served by existing utilities where feasible, and contains strict regulations for the control of toxic substances. It also addresses standards for fire safety and grading ordinance compliance. The General Plan requires compliance with all relevant standards for noise and air quality.

Discussion: *Although the site is about 4 miles from the Town of Mammoth Lakes, communication with the local water and sewer provider indicates that annexation is not feasible (source: Dennis Erdman, General Manager, MCWD, January 27, 2000). This Specific Plan contains requirements for utilities, for the management of toxic substances, for grading, fire safety, noise controls, and for the control of particulate emissions.*

GENERAL PLAN CONSISTENCY

This Specific Plan is adopted pursuant to regulations contained in the Mono County Zoning Ordinance. It is specifically intended by such adoption that the development standards herein shall regulate all development within Sierra Business Park. In cases of explicit conflict between this Specific Plan and the Mono County General Plan, this Specific Plan shall prevail. Details or issues not specifically covered herein shall be subject to the regulations of the Mono County General Plan

REVIEW PROCESS

1. APPROVAL

Approval of this Specific Plan and all subsequent amendments hereto shall be in accordance with Mono County procedures as set forth in Chapter 19.46 of the Mono County Zoning Ordinance.

2. CEQA COMPLIANCE

This Specific Plan has been prepared for the Sierra Business Park in compliance with CEQA. The Final EIR (SCH #1997032100) contains a Mitigation Implementation and Monitoring Program that has been adopted to mitigate the adverse environmental impacts associated with implementation of this Specific Plan. Mono County is responsible for monitoring and enforcement of the Mitigation Program to assure that all measures are implemented in a timely and effective manner, and is also responsible for enforcement of the regulations contained in this Specific Plan.

SPECIFIC PLAN CONCEPT

The development standards and procedures established herein are intended to satisfy the requirements of §19.46 of the Mono County Zoning Ordinance. With adoption of the Sierra Business Park Specific Plan, the development standards and procedures established herein became the governing zoning regulations for all land uses developed on this site. These standards are also intended to reflect the spirit and intent of the Mono County General Plan and Zoning Ordinance.

The purpose of these standards is to (1) provide for the classification of land uses on the site, (2) define standards for the development of those uses, (3) establish procedures for orderly site development through build-out, (4) protect the public health, safety and welfare of those who work and do business in Sierra Business Park, (5) provide for the progress, well-being, and convenience of the County as a whole, and (6) establish and maintain a level of quality in site development.

GENERAL REGULATIONS

1. DEFINITION OF TERMS

Terms used in this Specific Plan shall have the same definition as given in the Mono County General Plan, unless specified otherwise herein.

2. CODE CONSISTENCY

1. The development standards herein shall regulate all development in the Sierra Business Park. In case of a conflict between this Specific Plan and the Mono County General Plan, this Specific Plan shall prevail. In cases where this Specific Plan is silent on an issue of relevance to the project, the Mono County General Plan shall prevail.
2. Any details or issues not covered by the development guidelines or regulations of this Specific Plan shall be subject to the regulations or standards set forth in applicable sections of the Mono County General Plan, Grading Ordinances, and other adopted ordinances of the County.
3. Construction shall comply with all applicable provisions of the California Building Code and the mechanical, electrical, plumbing and other codes related thereto as administered by Mono County and other agencies with jurisdiction over the project.
4. Grading plans submitted for Sierra Business Park shall be based on the County Grading Code and shall be accompanied by all geological and soils reports required by the Grading Code.

3. AIRPORT NOTIFICATION

No construction activities or alterations that meet the notice criteria of the Code of Federal Regulations shall be permitted without first notifying the FAA of the proposed construction and receiving a determination from the FAA that such construction does not constitute a hazard to air navigation.

4. SEVERABILITY

If any portion of these regulations is declared by judicial review to be invalid in whole or in part, such decision shall not affect the validity of the remaining portions.

5. ALTERNATIVE DEVELOPMENT STANDARDS

No alternative development standards shall be permitted unless such standards are established through an amendment to this Specific Plan.

6. DEVELOPMENT FLEXIBILITY

1. All of the lots on the Sierra Business Park Tentative Tract Map may be platted as much as ten percent (10%) above the acreage or square footage shown. Such variances would be subject to review and approval by the Director of Planning, but no amendment to this Specific Plan shall be required for variances that meet these guidelines.
2. Only general boundary alignments and approximate acreage figures are shown in the Tentative Tract Map, Grading Plan and Landscaping and Berm Treatment Plans herein. Adjustments to land use boundaries resulting from final road alignments, the siting of infrastructure facilities, and/or technical refinements to the Specific Plan would not require an amendment to this Specific Plan.

LAND USE PLAN

The Land Use Plan for Sierra Business Park encompasses 36.7 acres of land, including 32.7 acres of industrial lots and 4.0 acres of road right-of-way. Two easements overlay the property.

The SCE easement encompasses a total of 3.8 acres of land, and the Perimeter Maintenance Zone easement encompasses 4.7 acres. The easements are integrated into the underlying parcel boundaries.

DEVELOPMENT STANDARDS

1. USES PERMITTED

The following uses are permitted within the Sierra Business Park subject to approval by the Land Development Technical Advisory Committee (LDTAC) and any other applicable development permit.

1. Shipping and delivery.
2. Storage, mini-storage and warehousing for boats, recreational vehicles, automobiles, etc.
3. Janitorial services and supplies.
4. Rental agencies for motorized and non-motorized modes of transport, and service in connection therewith.
5. Rental agencies for snow and yard equipment, and service thereof.
6. Rental agencies for industrial and construction equipment, and service thereof.
7. Wholesale lumberyards and wholesale plumbing supplies.
8. Vehicular repair facilities, paint shops and tire recapping facilities.
9. Wholesale nurseries and garden shops.
10. Warehousing, rental, and service outlets for appliances, computers, components, and other similar products.
11. Commercial recreational facilities, equipment storage, rental and repair.
12. Card-lock gas fueling stations.
13. Research laboratories and facilities.
14. Product development and testing facilities.
15. Tooling and small machine shops.
16. Photo-finishing and photographic processing facilities.
17. Blueprinting, reproduction, printing, copying and photoengraving services.
18. Construction industries including general and specialty contractors and their accessory & incidental office uses.
19. Manufacture and storage of building, construction, and plumbing parts and equipment.
20. Motion picture, video, television and recording studios.
21. Firewood storage provided the facilities are screened from view of motorists on Highway 395.
22. No more than six caretaker units may be allowed in the entire specific plan area. Such units shall be allowed by the Community Development Director upon finding that the units are a bona fide part of the associated business operation and that sewage disposal meets requirements of the Mono County Environmental Health.
23. Maintenance structures & buildings.
24. Landscape services and landscaping materials (e.g., storage of vehicles, earth, clay and similar materials) for sale
25. Dog kennels and pet kennels.
26. Accessory structures or uses that are customarily incidental or necessary to the permitted main uses.
27. Any other similar use that is found by the Planning Commission to be compatible with the purpose and objectives of this Specific Plan.
28. Large-dish antennae and other large-dish devices for transmission or reception of signals.

29. The following uses must be incidental to a permitted use or conditionally permitted use, and occupy no greater than 500sf of floor area, consistent with the prior section. No use may be permitted which, in the judgment of the Director, would have environmental impacts greater than the permitted use.
 - a. Sales agencies for motorized and non-motorized transport vehicles
 - b. Sales agencies for snow and yard equipment
 - c. Sales agencies for industrial and construction equipment
 - d. Retail nurseries and garden shops
 - e. Sales outlets for appliances, computers, components, etc.
 - f. Food services ancillary to the permitted uses.
 - g. Sales of building, construction, and plumbing parts and equipment.

2. USES PERMITTED SUBJECT TO APPROVAL OF A USE PERMIT BY THE PLANNING COMMISSION

1. Manufacturing and assembly plants and facilities up to 10,000 square feet (sf).
2. Dry Cleaning facilities.
3. Concrete or asphalt batching plant or similar mixing plant, except that only one such plant shall be permitted in Sierra Business Park at any point in time. Ancillary activities (including storage, stockpiling, distribution and sale of rock, sand, gravel, earth, clay, and similar materials, as well as the ancillary manufacture of concrete products) shall also be permitted, subject to a use permit.
4. Water filtration and processing facilities.
5. Communication systems and facilities (telephone, cable, digital and other).
6. Water and bottled water production and distribution facilities, including pump facilities and water bottling facilities.
7. Electricity and natural gas lines and easements. Power lines may include buried and surface features, and may be sized for local and regional service.
8. Retail lumberyards, retail plumbing supplies and general home improvement centers up to 10,000 sf.

3. SITE DEVELOPMENT STANDARDS

The following site development standards shall apply:

1. Building Lot Area and Site Coverage: No minimum lot area or site coverage. The maximum site area is the net usable area as indicated in the Land Use Concept, Section M. Site coverage shall not exceed eighty percent (80%) of any building lot.
2. Building Lot Width and Depth: No minimum, and no maximum. However, no lot may be subdivided without an amendment to this Specific Plan.
3. Building Height Limit: No minimum. The maximum building height limit of all flat-roof structures shall be twenty-five (25'). The maximum height of pitched-roof structures on lot 1, and lots 24 through 30 (including the ridge of the roof and all appurtenant structures, unless otherwise required by code) shall be twenty five (25'). On the remaining lots, the maximum height of pitched roof structures shall be thirty (30').

As long as a batch plant is allowed pursuant to a valid use permit, or the present concrete batch plant continues in operation, the maximum height limit for lot 14 shall be forty-feet (40'; i.e., the maximum height of existing structures). At such time as the concrete batch plant

operations cease, the maximum height limit for this lot shall be twenty-five (25') for flat-roof structures and appurtenant roof structures and 30' for pitched roof.

4. Building Setbacks:
 - a. Along interior streets, buildings shall be set back a minimum of twenty-feet (20') from the property line, except that unsupported roofs or architectural elements may project five-feet (5') into the required setback area. No maximum setback.
 - b. Adjacent to the exterior property boundary: No buildings or development shall be permitted in the designated PMZ. No maximum setback.
 - c. Rear yard setbacks shall be a minimum of ten-feet (10'), unless next to the PMZ. The width of the PMZ shall govern. No maximum setback.
 - d. Side yard setbacks shall be a minimum of ten-feet (10'), unless next to the PMZ. The width of the PMZ shall govern. No maximum setback.
 - e. The PMZ varies in width from 20-60.' Structures may have a 0' rear yard or side yard setback from the PMZ, but may not enter into the PMZ.
5. Loading Standards: All loading shall be performed within each lot; no on-street loading shall be permitted. Loading platforms and areas shall be screened from all off-site views from Highway 395.
6. Trash Storage Areas: All trash storage containers shall be shielded from view of adjacent lots and interior streets by solid fencing not less than five-feet (5') in height and no more than eight-feet (8') in height, and shall be shielded from all off-site views from Highway 395. Trash storage areas shall be designed and maintained to facilitate County compliance with waste load reduction programs. No trash storage area shall be permitted within the PMZ or the street landscape zone.
7. Mechanical and Electrical Equipment: Exterior components of plumbing, processing, heating, cooling and ventilation systems, and transformers shall not be visible from any abutting lot, street or highway.
8. Antennas: Dishes, transmitters and antennas shall not be placed higher than fifteen-feet (15') above floor elevation, and shall be screened from view by architecturally compatible landscaped berms, plantings, walls, solid fencing, or a combination of these materials.
9. Grading: No grading shall be undertaken prior to the posting of a performance bond in compliance with the County Grading Ordinance.
10. Toxic Material Handling: All toxic materials handling on site, whether by the maintenance association or by individual tenants, shall comply with all relevant laws and regulations governing their use, storage and disposal.
11. Heating Systems: Individual tenants and owners shall be prohibited through deeds of sale or lease agreements from installing wood-burning appliances that do not comply with current standards for control of particulate emissions.
12. Structural Fire Protection: All structures in Sierra Business Park shall comply with current requirements of the Long Valley Fire Protection District for structural fire protection.

13. Site Plan Submittal: Before any building permit is issued for a site in the Sierra Business Park, a Site Plan shall be submitted to and approved by Mono County.

14. Fencing and Screening Requirements:

- a) Interior Street Screening: Solid fencing in the form of an eight foot (8') high "Verti-Crete" ledge stone wall shall be erected along the interior street front property line. A substitute for Verti-Crete may be approved by the Sierra Business Park Association if found to be similar color/texture/appearance. A landscaping plan approved by the Sierra Business Park Owners Association may be considered a substitute for the Verti-Crete requirement.
- b) An eight foot (8') high entrance gate composed of steel, rod iron or wide mesh galvanized chain link with or without dark brown plastic slats shall also be required.
- c) Between Property Screenings: An 8' high, wide-mesh galvanized chain link with dark brown plastic slats shall be erected. An emergency access gate may be required between properties.
- d) Solid fencing, in the form of a wall, may be required at the side and rear property lines, subject to review by the LDTAC and shall be eight-feet (8') high. Storage items taller than eight-feet (8') may be visible above solid fencing provided they do not exceed twelve-feet (12') in height.
- e) Barbed wire shall only be permitted around the Sierra Business Park site perimeter.
- f) No fencing shall be permitted in the ten-foot (10') street landscaping zone or the PMZ (except for the existing barbed wire fencing on the site perimeter).
- g) Storage is anything placed outdoors and outside of a building that is not a private vehicle for employee or customer transportation; cars, trucks, and vehicles that stay onsite after hours, machinery, tools, items for rent, materials and items for sale are examples of storage items.
- h) Storage and associated fencing shall not occur within the PMZ or the Street Landscape area.

15. Drainage: All drainage shall be retained on site. The requirements of this section must be completed prior to any use of property.

- a) Areas devoted to vehicle access, parking and storage of equipment or materials which have potential to discharge oil or other petroleum-based contaminants shall be paved unless otherwise approved by LDTAC.
- b) Drywells shall be required on all lots. A grading permit shall be required from the Mono County Department of Public Works for all drywells and on-site retention shall be engineered for maximum lot coverage.
- c) Oil water separators devices shall be required for all drywells.

4. LANDSCAPING, SCREENING AND OPEN SPACE STANDARDS

1. Plant Materials: Landscaping is intended to maintain a sense of continuity with the surrounding lands and to minimize the visual intrusion of Sierra Business Park into the state-designated scenic corridor along Highway 395. The open space area of Sierra Business Park

shall be known as the Perimeter Maintenance Zone (PMZ), as shown on the Tentative Tract Map.

A different landscaping plant palette shall be provided for the street landscaping zone, which is encouraged to include but is not limited to a variety of native plants. Non-native plants that are water-intensive, maintenance-intensive or invasive may not be included in the street palette.

2. Perimeter Maintenance Zone and Berm:

- a. The Sierra Business Park Specific Plan site shall be enclosed by a PMZ around the entire site, broken only at the entry access from Highway 395.
- b. The PMZ berm shall be constructed of landscaped earthen materials with undulant external contours. Except for the SCE right-of-way, the berm height along the western PMZ shall average 7,122' elevation but not less than 7,120'.
- c. All landscaping within the PMZ shall consist of native plant materials typical of big sagebrush communities and adapted to the region, or as approved by the community development director to achieve adequate screening. Trees shall be included along the northern and western PMZ and along the frontage of lots 1 and 2. Where landscaping is derived from seedlings, the seedlings shall be genetically compatible with local plant stock.
- d. A detailed landscape plan for the PMZ shall be prepared and submitted to the Planning Department for approval consistent with the Reclamation Plan.

3. Landscaping of Lots and Along the Interior Street: A ten-foot (10') landscaping strip will be planted by the applicant along the length of all properties contiguous to the interior street. One landscaping plant palette shall be provided for the street landscaping zone, and a different palette shall be provided for the remainder of the site. The maintenance association shall maintain the landscape strip. Extension of site landscaping from the street landscaping zone to the face of buildings or edge of parking areas is encouraged. Landscaping of the street landscape zone and the lots is encouraged to include, but is not limited to, a variety of native plants and plants that resemble native plants in color, texture and form. Non-native plants that are water-intensive, maintenance-intensive or invasive may not be included in the lot plantings or street palette.

4. Landscape Irrigation: A temporary irrigation system shall be provided for irrigation of the PMZ and retained until the County finds that supplemental irrigation is no longer required to maintain plant viability.

5. Landscape Maintenance: All landscaping shall be maintained in a neat, clean, and healthy condition. This shall include proper pruning, mowing, weeding, litter removal, fertilizing, replacement, and irrigation as needed.

5. DESIGN STANDARDS

The following design standards are intended to assure quality architecture that reflects a non-intrusive and pleasing style, quality materials, and professional workmanship. A key objective is to minimize the visual presence of the development from all off-site locations. Consistent with this goal, building masses are to be simple in form and strong in geometry.

6. BUILDING MATERIALS AND COLORS

No polished or mirror-reflective finishes or paints shall be permitted in Sierra Business Park. All exterior building materials and colors in Sierra Business Park are intended to coordinate with colors found in the surrounding landscape.

1. Exterior Roofing Materials and Colors: All exterior roofing materials shall consist of the following materials and colors. It is anticipated that the application would typically be sloped; if flat, colors shall be coordinated.
 - a. Composition Shingle
 - Brown (Elk Prestique Series –Weatheredwood, or equivalent)
 - Dark Green (Elk Prestique Series -Balsam Forest, or equivalent)
 - Dark Gray (Elk Prestique Series –Sablewood, or equivalent)
 - b. Metal
 - Dark Brown (ASC Building Products - Classic Brown, or equivalent)
 - Chestnut (ASC Building Products - Chestnut Brown, or equivalent)
 - Brown (ASC Building Products -Weathered Copper, or equivalent)
 - Dark Green (ASC Building Products - Forest Green, or equivalent)
 - Dark Gray (ASC Building Products - Slate Gray, or equivalent)
 - c. Other: Paint or finish to coordinate with colors above.
2. Exterior Wall Materials and Colors: All exterior walls shall consist of the following materials and primary field colors.
 - a. Concrete
 - Natural Gray
 - b. Split-Face Block
 - Gray (Basalite, Sparks – natural gray)
 - Tan (Basalite, Dixon – D345, no substitutions)
 - c. Rock
 - Any natural rock, shaped or irregular
 - d. Wood Siding
 - Any type with “natural cedar” tint
 - e. Metal Siding
 - Gray (Metal Sales – Ash Gray [25])
 - Taupe (Metal Sales – Taupe [74])
 - Light Bronze (Western Metal – Antique Bronze)
 - Natural Rust (CorTen, aged)
3. Exterior Trim and Accents: Exterior trim and accent features shall be permitted on only very limited areas of each building (not to exceed 10% of total exterior area) and shall consist of the following materials and colors:
 - a. Smooth block
 - Any color
 - b. Split-Face Block
 - Any color
 - c. Rock
 - Any natural rock
 - d. Wood
 - Natural logs, any finish
 - Milled wood, clear or solid finish and choice of color
 - e. Metal

- Any compatible color
- 5. Security Fencing: Open fencing, for security fencing only, shall be limited to the following materials and colors:
 - a. Metal
 - Simple chain link
- 6. Other Provisions:
 - a. The Mono County Community Development Director may approve materials and colors not listed herein, provided such materials and colors are consistent with the design standards above.
 - b. Exterior building materials that are prohibited in Sierra Business Park include asphalt shingles, glass (other than for windows), wood shingles, vinyl siding, imitation wood siding, stucco, and anything not specifically stated as being included.

7. SIGN STANDARDS

1. Signs: Permitted freestanding signs shall include one main project identification sign and one directory sign. In addition, one lot monument sign shall be permitted on each lot.
 - a. All freestanding signs shall be maintained in good operating condition and appearance.
 - b. The project developer shall be responsible for construction of the main project identification sign and the directory sign.
 - c. Maintenance and repair of the main identification and directory signs shall be the responsibility of an association to be formed pursuant to the CC&Rs for each lot on the site.
2. Main Project Identification Sign: The main project identification sign shall be located within the PMZ, adjacent to the project entry on the northern site boundary and readily visible from Highway 395, as shown on the Tentative Tract Map. The main project identification sign shall be as shown in Exhibits 6 and 7, and shall conform to the following standards:
 - a. Maximum Height: Eight-Feet (8')
 - b. Maximum Width: Eight-Feet (8')
 - c. Maximum Depth: Two-Feet (2') for each side of the V-shaped sign (see Exhibit 7).
 - d. Colors and Materials: As identified in the Design Guidelines.
 - e. Minimum Distance from Highway 395 Right-of-Way: Ten-Feet (10')
 - f. Minimum Distance from the Project Access Road: Ten-Feet (10')
 - g. Illumination of this sign shall be prohibited.
 - h. The main project identification sign shall not be located on the PMZ berm.
3. Project Directory Sign: The directory sign shall be located in the site interior, adjacent to the main access road, as shown on the Tentative Tract Map. The directory sign shall be as shown in Exhibit 8, and shall conform to the following standards:
 - a. Maximum Height: Eight-Feet (8')
 - b. Maximum Width: Three-Feet (3')
 - c. Maximum Depth: One-Foot (1')
 - d. Colors and Materials: As identified in the Design Guidelines.
 - e. Location Relative to Interior Road: Within the Right-of-Way
 - f. Illumination of this sign shall be prohibited.

4. Concrete Lot Monument Signs: One lot monument sign shall be permitted on each lot to identify the business complex thereon. The lot monument signs shall be located by the driveway at the street and shall be uniform in scale, design and color. Lot monument signs shall include a reflective lot number and a defined area for the attachment of one custom wood building identification sign.

These signs are intended to identify the occupant(s) or building name, and may not be used to list specific services or products. All lot identification signs shall be maintained in good condition and appearance. All lot identification signs shall be as shown in Exhibit 9, and shall conform to the following standards:

- a. Maximum Height: Thirty inches (30")
- b. Maximum Length: Four-Foot (4')
- c. Maximum Depth: Twenty-four inches (24")
- d. Colors and Materials: As identified in the Design Guidelines.
- e. Illumination of this sign shall be prohibited.
- f. Maintenance and repair of the lot identification signs shall be the responsibility of the lot owner.

It shall be at the sole discretion of the developer whether to construct any or all of the lot identification signs.

5. Building Identification Signs: Building identification signs shall be allowed as permitted by the IP (Industrial Park) Zoning District, §19.35 of the Mono County Zoning Ordinance, except that no monument or freestanding building identification signs or lighted signs shall be permitted. In addition, signing permitted by the IP Zoning District shall be confined to a signage "envelope" on one building per lot, defined as follows:
 - a. The signage envelope shall face the interior street and may occur on only one side of one building, on each lot.
 - b. The signage envelope shall be a horizontal area four-feet (4') high. The top of the envelope shall be no higher than fourteen-feet (14') above the finished floor elevation and no lower than ten-feet (10') above the finished floor elevation of the building upon which it is located. The envelope may extend the entire width of the building upon which it is located.
 - c. The signage envelope may be interrupted by architectural features.
 - d. Building identification signs shall be mounted on the building within the sign envelope area oriented to the interior street, and complementary in scale, design and color to the building it identifies.
 - e. All building identification signs shall be maintained in good condition and appearance. Maintenance and repair of the building identification signs shall be the responsibility of the lot owner/tenant.
6. Temporary Signs: Temporary outdoor signs shall conform to §19.35 of the Zoning Ordinance (pertaining to the IP Zoning District).
7. Other Signs: All other signage shall be minimized, uniform, concise and subtle and shall be strictly limited to unit numbers, door placards, directional, cautionary and handicap signs at their specific points of use.

8. Signs Prohibited: The following signs shall be prohibited within Sierra Business Park.
 - a. Time/Temperature signs.
 - b. Freestanding signs, except as provided in these standards.
 - c. Temporary or permanent advertising devices or displays.
 - d. Rotating, revolving, scintillating, flashing or moving signs.
 - e. Signs that project vertically or horizontally from the building face, except as provided herein.
 - f. Any banner or device designed to wave, flap, rotate or move with the wind.
 - g. Any other signs or components not specifically included in the above descriptions of building identification signs or temporary signs.

8. LIGHTING STANDARDS

- a. Exterior lighting in Sierra Business Park is to be held to the minimum required to assure public safety.
- b. The source of lighting must be concealed on all exterior lighting.
- c. All lighting, interior and exterior, must be designed to confine light rays to the premises of Sierra Business Park. In no event shall a lighting device be placed or directed so as to permit light to fall upon a public street, highway, sidewalk, adjacent lot or land area, or to project upwards into the airspace above the Sierra Business Park site.
- d. All lighting shall emit a light of constant intensity.
- e. All exterior lighting fixtures shall be of uniform design and materials, and painted a non-reflective color that conforms to the Design Guidelines herein and blends with the surrounding environment.
- f. All exterior lighting shall feature low-intensity lighting.

9. STREET AND PARKING STANDARDS

1. Primary Interior Street
 - a. The interior street serving Sierra Business Park shall have a sixty-foot (60') overall right-of-way.
 - b. Two travel lanes shall be provided, with one lane for each travel direction. Each of the two lanes shall have a minimum width of eighteen-feet (18').
 - c. The interior road shall be a minimum thickness of 0.25' asphalt concrete, with four-inches (4") of Class-2 aggregate base, to accommodate a minimum Traffic Index of 8.5.
 - d. Interior road slopes shall not exceed a six percent (6%) grade.
2. Parking Standards
 - a. Off-street parking shall be provided pursuant to Land Use Element Chapter 06.
 - b. Snow storage shall be provided on site and shall be equal to 25% of the area from which the snow is to be removed (i.e. parking and access/roads areas).

MAINTENANCE, OPERATION AND ENFORCEMENT

All maintenance, operations and enforcement requirements and responsibilities within Sierra Business Park shall be handled through an association formed in keeping with the CC&Rs for each site lot.

PROCESSING PROCEDURES

1. AMENDMENT

1. The project developer, or the owner or owners of 50% or more of the lots in Sierra Business Park, may initiate an amendment to this Specific Plan.
2. Any amendment to the Specific Plan shall be in accordance with California Government Code §§65500-65507, and Mono County Code §19.46.
3. Any amendment to this Specific Plan must comply with requirements of CEQA as appropriate.
4. The Board of Supervisors of Mono County may initiate an amendment to this Specific Plan.
5. Modifications to the subdivision plan after approval of the Tentative Tract Map shall be in accordance with the California Subdivision Map Act and Mono County procedures for implementation of the Map Act.

2. MINOR MODIFICATIONS

- a. Minor modifications to the proposed subdivision plan, such as lot mergers and divisions, shall not require an amendment to this Specific Plan provided the Mono County Planning Director finds that the modification is consistent with the general nature and intent of this Plan.

FINANCING

All costs associated with implementation of the Sierra Business Park Specific Plan would be privately financed. No public funds are sought for implementation of the project.

Note: All Specific Plan maps are available in the Mono County Planning Department, Mammoth Lakes or Bridgeport, California.

SIERRA BUSINESS PARK SPECIFIC PLAN

Adopted by the
Mono County Board of Supervisors
December 12, 2000

Minor Modifications by Planning Director 10/20/04, 11/28/05, 12/13/06
Amendment #1 11/13/07
Amendment #2 XX/XX/XX

**SIERRA BUSINESS PARK
SPECIFIC PLAN**

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SIERRA BUSINESS PARK SPECIFIC PLAN

A. INTRODUCTION

The text presented in this Section of the Sierra Business Park Specific Plan and EIR constitutes the Land Use Regulation governing development of the area hereinafter to be referred to as Sierra Business Park. The Specific Plan properties have been placed into the Specific Plan District by Resolution, as adopted by the Mono County Board of Supervisors.

B. PURPOSE AND OBJECTIVES

The purpose of these regulations is to provide for development of the Sierra Business Park in a manner that reflects the spirit and intent of the specific plan and industrial development regulations of the Mono County ~~Zoning Code and the Mono County General Plan General Plan Land Use Element~~. A central objective of these regulations is to provide for needed industrial services while protecting the scenic resources of the region as a whole and the Highway 395 Scenic Corridor in particular.

These regulations stipulate site design and site planning standards consistent with Mono County policies governing development and the protection of natural resources.

C. SITE PLANS

Consistency with provisions of the General Plan ~~and Zoning Code~~ is ensured through Site Plan review procedures established herein. The Site Plan review process provides for County review of detailed, final site plans for each lot in Sierra Business Park, and provides assurance that each lot will be planned, constructed and maintained in a manner that conforms to this Specific Plan and is compatible with surrounding environs.

The Site Plan process also provides for a timely sequence of County and public review and input.

D. AUTHORITY

California Government Code §65507 authorizes a legislative body to adopt an ordinance or resolution requiring that a Specific Plan be prepared when it is in the public interest to do so. Mono County has applied this authority to require Specific Plans for all outlying parcels, including the Sierra Business Park site. As with General Plans, the Board of Supervisors must hold a public hearing before considering adoption of the Specific Plan.

The Subdivision Map Act requires the legislative body to deny approval of a final or tentative subdivision map if it is inconsistent with applicable specific plans (§66474{b}). The Mono County Planning Commission is authorized to approve or deny tentative tract maps.

E. DEFINITION OF TERMS

Terms used in this Specific Plan shall have the same definitions as given in the Mono County ~~Zoning Ordinance~~ General Plan unless specified otherwise herein.

F. REGIONAL AND LOCAL SETTING

The Sierra Business Park Specific Plan site is located in southern Mono County, California. The project site encompasses 36 acres situated immediately southwest of Highway 395 about 3 miles south of the intersection with State Route 203 (SR 203 leads into Mammoth Lakes). The site is directly opposite the entry to Mammoth Lakes/Yosemite Airport and about 1 mile west of the airport terminal.

The property is the former site of a sand and gravel extraction operation that was owned by Sierra Materials. Past operations on the site have created an excavated bed that is 20-25 feet below the surrounding land. An elevated berm has been constructed around the site perimeter to screen operations of a batch plant that was installed by the applicant in 1998.

G. PHYSICAL FEATURES OF THE SIERRA BUSINESS PARK SITE

1. SOILS AND ELEVATION

The site is located on the alluvial slopes of the eastern Sierra Nevada. Site elevations range from 7,099 feet (in the excavated central portion of the site) to 7,125 feet (on parts of the site perimeter). Soils are of firm-to-dense compaction and comprised of recent alluvium, including glacial outwash, talus deposits, and stream and river alluvium. Soil depths range from 0-8 feet.¹

2. VEGETATION

The site has been excavated as part of its prior use as a sand and gravel mining and processing site. The site is also located in the range of (but is not part of) an existing cattle grazing allotment. These past and on-going uses have removed essentially all vegetation and topsoil from the project site.

3. VIEWSHED

The entire length of Highway 395 has been designated by the California Department of Transportation (CalTrans) as a Scenic Highway of statewide significance.

The site cannot be seen from most locations to the southeast due to elevation differences. The screening berm, the power lines and the 40' batch plant stack are readily visible from locations to the north and west, which are at higher elevations. The escarpment of the

Sierra Nevada dominates mid- and long-range views from Highway 395. The Mammoth Lakes/Yosemite Airport dominates near-field views to the northeast, and the White Mountains dominate more distant views to the east.

4. LAND USE

Land uses on the site as of January 2000 include an operating concrete batch plant (Use Permit No. 37-95-03), two Edison high-power transmission lines, and vacant, previously excavated land with a screening berm around portions of the site perimeter. A dogsled concession (with an office building, storage and kennels), also occupies a portion of the site.

H. GENERAL PLAN CONSISTENCY

Consistency between the Sierra Business Park and relevant goals and policies of the Mono County General Plan is evaluated in Table 1 below. As indicated, the project conforms to all relevant General Plan goals and policies.

¹ Source: Preliminary Soils Report, Feb. 1997.

Table 1
CONFORMANCE WITH THE GENERAL PLAN

VISUAL RESOURCES:

Goals and Policies: “The General Plan emphasizes the importance of the Highway 395 viewshed from Benton Crossing Road to the intersection with SR 203. Significant visual impacts are to be avoided along this designated scenic highway, as demonstrated by visual impact analyses. Mitigation must be provided, via landscaping, screening or other means, to assure compliance with these goals. **Discussion:** *A number of project elements have been suggested by County staff and incorporated by the applicant to minimize visibility from Highway 395. This Specific Plan contains requirements specifically intended to protect the visual integrity of the Highway 395 scenic corridor.*

Goals and Policies: The General Plan also encourages the concentration of development in or adjacent to existing communities, and supports the transfer of ownership to accomplish this goal. **Discussion:** *The Sierra Business Park is removed from existing communities, but directly adjacent to the regional airport, which it is expected to support in terms of available services. Efforts to achieve a transfer of ownership have not been successful and the County Board of Supervisors has indicated that the applicant will not be asked to explore this issue any further.*

INDUSTRIAL DEVELOPMENT:

Goals and Policies: The General Plan recognizes a countywide need for additional industrial land uses for the services provided, for economic growth and for job stability. Long Valley is cited as an area identified for some additional industrial land. **Discussion:** *The proposed Sierra Business Park responds to General Plan policies calling for balanced economic growth and employment development, and is directly responsive to the policy that calls for additional light manufacturing in the Long Valley area.*

LAND USE COMPATIBILITY:

Goals and Policies: The General Plan requires that land uses around the airport be limited to those that are compatible with airport operations and include proper notification. Additionally, no use may infringe upon the integrity of the airport safety zone or otherwise impact safe air navigation. **Discussion:** *The proposed Sierra Business Park is compatible with the airport and would offer services that directly support airport operations. The project would neither impact the safety of airport operations nor be significantly impacted by those operations due to the industrial nature of the proposed uses.*

Goals and Policies: The General Plan identifies resource extraction uses at the project site and recommends the same policy for other existing quarries in the planning area. **Discussion:** *Aggregate resource extraction opportunities at the site have been fully developed and further aggregate extraction is unfeasible. The project application provides for deletion of this General Plan policy as it applies to the project site.*

SPECIFIC PLAN DEVELOPMENTS:

Goals and Policies: The Specific Plan designation applies to developments proposed in areas outside of existing communities, on large parcels of land within or adjacent to existing communities, to provide direction for potentially conflicting land uses, and to plan for future land uses in the vicinity of surface mining operations. The Specific Plan requires that conditions of approval govern key issues such as the use of open space, treatment of scenic easements, and habitat preservation. **Discussion:** *This Specific Plan has been prepared to comply with General Plan requirements governing outlying parcels. Conditions of approval have been an integral element of Specific Plan preparation as well as the environmental impact report. Appendix B of this Final EIR summarizes all mitigation measures that must be implemented and monitored.*

RESOURCE PRESERVATION:

Goals and Policies: The General Plan requires the protection of critical wildlife habitat through the use of development standards, native vegetation in landscaping, and alternatives or mitigation measures where necessary to assure compliance. **Discussion:** *The biological assessment concluded that project implementation would not have a significant adverse impact on any critical wildlife habitat, including the nearby deer migration corridor or the 3 sage grouse leks in the project vicinity. Additionally, this Specific Plan requires the use, on the PMZ, of native plant species typical of the big sagebrush communities and adapted to the local region. There will be a mix of natives and non-native species on the site interior.*

MINING RECLAMATION:

Goals and Policies: The General Plan limits resource extraction to designated zones, and requires submittal of a Reclamation Plan for sites that have been mined. Conditional Use Permits are required for all mining operations to assure public safety. **Discussion:** *Resource extraction has been discontinued at the site due to the lack of significant additional on-site aggregate materials and the availability of superior resources in other locations. However, batch plant operation would continue. A Reclamation Plan has been submitted as part of project documentation. The Reclamation Plan links reclamation to site development, including access, drainage, landscaping, and other improvements required in a Reclamation Plan.*

WATER RESOURCE PROTECTION POLICIES:

Goals and Policies: The General Plan mandates the protection of local surface and groundwater resources through required studies, standards, and regulations. **Discussion:** *This Specific Plan and EIR provides studies conducted for the purpose of identifying relevant water protection policies and standards, quantifying project impacts, and developing measures to safeguard the resources in light of project impacts. The proposals incorporate substantial input from the County Health Department and the Lahontan Regional Water Quality Control Board. Please see EIR Sections 5.2 and 5.10, as well as Appendices C and K for a full discussion of the measures proposed for proper design, maintenance and use of the onsite septic and drainage systems.*

DEVELOPMENT STANDARDS:

Goals and Policies: “The General Plan requires that new developments be served by existing utilities where feasible, and contains strict regulations for the control of toxic substances. It also addresses standards for fire safety and grading ordinance compliance. The General Plan requires compliance with all relevant standards for noise and air quality. *Discussion:* Although the site is about 4 miles from the Town of Mammoth Lakes, communication with the local water and sewer provider indicates that annexation is not feasible (source: Dennis Erdman, General Manager, MCWD, January 27, 2000). This Specific Plan contains requirements for utilities, for the management of toxic substances, for grading, fire safety, noise controls, and for the control of particulate emissions.

I. ZONING—GENERAL PLAN CONSISTENCY

This Specific Plan is adopted pursuant to regulations contained in the Mono County Zoning Ordinance. It is specifically intended by such adoption that the development standards herein shall regulate all development within Sierra Business Park. In cases of explicit conflict between this Specific Plan and the Mono County ~~Zoning Ordinance~~ General Plan, this Specific Plan shall prevail. Details or issues not specifically covered herein shall be subject to the regulations of the Mono County ~~Zoning Ordinance~~ General Plan

J. REVIEW PROCESS

1. APPROVAL

Approval of this Specific Plan and all subsequent amendments hereto shall be in accordance with Mono County procedures as set forth in Chapter 19.46 of the Mono County Zoning Ordinance.

2. CEQA COMPLIANCE

This Specific Plan has been prepared for the Sierra Business Park in compliance with CEQA. The Final EIR (SCH #1997032100) contains a Mitigation Implementation and Monitoring Program that has been adopted to mitigate the adverse environmental impacts associated with implementation of this Specific Plan. Mono County is responsible for monitoring and enforcement of the Mitigation Program to assure that all measures are implemented in a timely and effective manner, and is also responsible for enforcement of the regulations contained in this Specific Plan.

K. SPECIFIC PLAN CONCEPT

The development standards and procedures established herein are intended to satisfy the requirements of §19.46 of the Mono County Zoning Ordinance. With adoption of the

Sierra Business Park Specific Plan, the development standards and procedures established herein became the governing zoning regulations for all land uses developed on this site. These standards are also intended to reflect the spirit and intent of the Mono County General Plan and Zoning Ordinance.

The purpose of these standards is to (1) provide for the classification of land uses on the site, (2) define standards for the development of those uses, (3) establish procedures for orderly site development through build-out, (4) protect the public health, safety and welfare of those who work and do business in Sierra Business Park, (5) provide for the progress, well-being, and convenience of the County as a whole, and (6) establish and maintain a level of quality in site development.

L. GENERAL REGULATIONS

1. DEFINITION OF TERMS

Terms used in this Specific Plan shall have the same definition as given in the Mono County ~~Zoning Code~~ General Plan, unless specified otherwise herein.

2. CODE CONSISTENCY

1. The development standards herein shall regulate all development in the Sierra Business Park. In case of a conflict between this Specific Plan and the Mono County ~~Zoning Code~~ General Plan, this Specific Plan shall prevail. In cases where this Specific Plan is silent on an issue of relevance to the project, the Mono County ~~Zoning Code~~ General Plan shall prevail.

2. Any details or issues not covered by the development guidelines or regulations of this Specific Plan shall be subject to the regulations or standards set forth in applicable sections of the Mono County ~~Zoning Code~~ General Plans, Grading Ordinances, and other adopted ordinances of the County.

3. Construction shall comply with all applicable provisions of the Uniform California Building Code and the mechanical, electrical, plumbing and other codes related thereto as administered by Mono County and other agencies with jurisdiction over the project.

4. Grading plans submitted for Sierra Business Park shall be based on the County Grading Code and shall be accompanied by all geological and soils reports required by the Grading Code.

3. AIRPORT NOTIFICATION

No construction activities or alterations that meet the notice criteria of the Code of Federal Regulations[†] shall be permitted without first notifying the FAA of the proposed construction and receiving a determination from the FAA that such construction does not constitute a hazard to air navigation.

4. SEVERABILITY

If any portion of these regulations is declared by judicial review to be invalid in whole or in part, such decision shall not affect the validity of the remaining portions.

5. ALTERNATIVE DEVELOPMENT STANDARDS

No alternative development standards shall be permitted unless such standards are established through an amendment to this Specific Plan.

6. DEVELOPMENT FLEXIBILITY

1. All of the lots on the Sierra Business Park Tentative Tract Map may be platted as much as ten percent (10%) above the acreage or square footage shown. Such variances would be subject to review and approval by the Director of Planning, but no amendment to this Specific Plan shall be

required for variances that meet these guidelines.

2. Only general boundary alignments and approximate acreage figures are shown in the Tentative Tract Map, Grading Plan and Landscaping and Berm Treatment Plans herein. Adjustments to land use boundaries resulting from final road alignments, the siting of infrastructure facilities, and/or technical refinements to the Specific Plan would not require an amendment to this Specific Plan.

M. LAND USE PLAN

The Land Use Plan for Sierra Business Park encompasses 36.7 acres of land, including 32.7 acres of industrial lots and 4.0 acres of road right-of-way. Two easements overlay the property. The SCE easement encompasses a total of 3.8 acres of land, and the Perimeter Maintenance Zone easement encompasses 4.7 acres. The easements are integrated into the underlying parcel boundaries.

N. DEVELOPMENT STANDARDS

1. USES PERMITTED

The following uses are permitted within the Sierra Business Park subject to approval by the Land Development Technical Advisory Committee (LDTAC) and any other applicable development permit. of a Building Permit.

1. Shipping and delivery.
2. Storage, mini-storage and warehousing for boats, recreational vehicles, automobiles, etc.
3. Janitorial services and supplies.
4. Rental agencies for motorized and non-motorized modes of transport, and service in connection therewith.
5. Rental agencies for snow and yard equipment, and service thereof.

[†] For regulated sites outside the boundaries of any airport.

6. Rental agencies for industrial and construction equipment, and service thereof.
7. Wholesale lumberyards and wholesale plumbing supplies.
8. Vehicular repair facilities, paint shops and tire recapping facilities.
9. Wholesale nurseries and garden shops.
10. Warehousing, rental, and service outlets for appliances, computers, components, and other similar products.
11. Commercial recreational facilities, equipment storage, rental and repair.
12. Card-lock gas fueling stations.
13. Research laboratories and facilities.
14. Product development and testing facilities.
15. Tooling and small machine shops.
16. Photo-finishing and photographic processing facilities.
17. Blueprinting, reproduction, printing, copying and photoengraving services.
18. Construction industries including general and specialty contractors and their accessory & incidental office uses.
19. Manufacture and storage of building, construction, and plumbing parts and equipment.
20. Motion picture, video, television and recording studios.
21. Firewood storage provided the facilities are screened from view of motorists on Highway 395.
22. ~~Caretakers' living quarters without outdoor living areas (no more than two caretakers quarters in the entire site).~~ No more than six caretaker units may be allowed in the entire specific plan area. Such units shall be allowed by the Community Development Director upon finding that the units are a bona fide part of the associated business operation and that sewage disposal meets requirements of the Mono County Environmental Health.
23. Maintenance structures & buildings.
24. Landscape services and landscaping materials (e.g., storage of vehicles, earth, clay and similar materials) for sale
25. Dog kennels and pet kennels.
26. Accessory structures or uses that are customarily incidental or necessary to the permitted main uses.
27. Any other similar use that is found by the Planning Commission to be compatible with the purpose and objectives of this Specific Plan.
28. Large-dish antennae and other large-dish devices for transmission or reception of signals.
29. The following uses must be incidental to a permitted use or conditionally permitted use, and occupy no greater than 500sf of floor area, consistent with the prior section. No use may be permitted which, in the judgment of the Director, would have environmental impacts greater than the permitted use.
 - a. Sales agencies for motorized and non-motorized transport vehicles
 - b. Sales agencies for snow and yard equipment
 - c. Sales agencies for industrial and construction equipment
 - d. Retail nurseries and garden shops
 - e. Sales outlets for appliances, computers, components, etc.
 - f. Food services ancillary to the permitted uses.
 - g. Sales of building, construction, and plumbing parts and equipment.

2. USES PERMITTED SUBJECT TO APPROVAL OF A USE PERMIT BY THE PLANNING COMMISSION

1. Manufacturing and assembly plants and facilities up to 10,000 square feet (sf).
2. Dry Cleaning facilities.
3. Concrete or asphalt batching plant or similar mixing plant, except that only one such plant shall be permitted in Sierra Business Park at any point in time. Ancillary activities (including storage, stockpiling, distribution and sale of rock, sand, gravel, earth, clay, and similar materials, as well as the ancillary manufacture of concrete products) shall also be permitted, subject to a use permit.

4. Water filtration and processing facilities.
5. Communication systems and facilities (telephone, cable, digital and other).
6. Water and bottled water production and distribution facilities, including pump facilities and water bottling facilities.
7. Electricity and natural gas lines and easements. Power lines may include buried and surface features, and may be sized for local and regional service.
8. Retail lumberyards, retail plumbing supplies and general home improvement centers up to 10,000 sf.

3. **SITE DEVELOPMENT STANDARDS**

The following site development standards shall apply:

1. Building Lot Area and Site Coverage: No minimum lot area or site coverage. The maximum site area is the net usable area as indicated in the Land Use Concept, Section M. Site coverage shall not exceed eighty percent (80%) of any building lot.
2. Building Lot Width and Depth: No minimum, and no maximum. However, no lot may be subdivided without an amendment to this Specific Plan.
3. Building Height Limit: No minimum. The maximum building height limit of all flat-roof structures shall be twenty-five (25'). The maximum height of pitched-roof structures on lot 1, and lots 24 through 30 (including the ridge of the roof and all appurtenant structures, unless otherwise required by code) shall be twenty five (25'). On the remaining lots, the maximum height of pitched roof structures shall be thirty (30').

As long as a batch plant is allowed pursuant to a valid use permit, or the present concrete batch plant continues in operation, the maximum height limit for lot 14 shall be forty-feet (40'; i.e., the maximum height of existing structures).

At such time as the concrete batch plant operations cease, the maximum height limit for this lot shall be twenty-five (25') for flat-roof structures and appurtenant roof structures and 30' for pitched roof.

4. Building Setbacks:
 - a. Along interior streets, buildings shall be set back a minimum of twenty-feet (20') from the property line, except that unsupported roofs or architectural elements may project five-feet (5') into the required setback area. No maximum setback.
 - b. Adjacent to the exterior property boundary: No buildings or development shall be permitted in the designated PMZ. No maximum setback.
 - c. Rear yard setbacks shall be a minimum of ten-feet (10'), unless next to the PMZ. The width of the PMZ shall govern. No maximum setback.
 - d. Side yard setbacks shall be a minimum of ten-feet (10'), unless next to the PMZ. The width of the PMZ shall govern. No maximum setback.
 - e. The PMZ varies in width from 20-60.' Structures may have a 0' rear yard or side yard setback from the PMZ, but may not enter into the PMZ.
5. Loading Standards: All loading shall be performed within each lot; no on-street loading shall be permitted. Loading platforms and areas shall be screened from all off-site views from Highway 395.
6. Trash Storage Areas: All trash storage containers shall be shielded from view of adjacent lots and interior streets by solid fencing not less than five-feet (5') in height and no more than eight-feet (8') in height, and shall be shielded from all off-site views from Highway 395. Trash storage areas shall be designed and maintained to facilitate County

compliance with waste load reduction programs. No trash storage area shall be permitted within the PMZ or the street landscape zone.

7. Mechanical and Electrical Equipment:

Exterior components of plumbing, processing, heating, cooling and ventilation systems, and transformers shall not be visible from any abutting lot, street or highway.

8. Antennas: Dishes, transmitters and antennas shall not be placed higher than fifteen-feet (15') above floor elevation, and shall be screened from view by architecturally compatible landscaped berms, plantings, walls, solid fencing, or a combination of these materials.

9. Grading:

a) No grading shall be undertaken prior to the posting of a performance bond in compliance with the County Grading Ordinance.

~~b) All lots shall be equipped with an oil/water separator.‡~~

10. Toxic Material Handling: All toxic materials handling on site, whether by the maintenance association or by individual tenants, shall comply with all relevant laws and regulations governing their use, storage and disposal.

11. Heating Systems: Individual tenants and owners shall be prohibited through deeds of sale or lease agreements from installing wood-burning appliances that do not comply with current standards for control of particulate emissions.

12. Structural Fire Protection: All structures in Sierra Business Park shall comply with current requirements of the Long Valley Fire Protection District for structural fire protection.

13. Site Plan Submittal: Before any building permit is issued for a site in the Sierra Business Park, a Site Plan shall be submitted to and approved by Mono County.

~~14. Other Outdoor Storage Areas:~~

~~a. Outdoor storage items placed within 50 feet (50') of the property line(s) contiguous to the interior street shall be screened by solid fencing on the street side(s) of the storage area and at side property lines for the length of the storage area. Outdoor storage items that are placed beyond this 50 foot visual zone do not require solid fencing on the street side. However, solid fencing may be required at the side and rear property lines, subject to review by the Planning Director.~~

~~b. Solid fencing shall be a minimum of 5 feet (5') high and may need to be up to eight feet (8') high, subject to review by the Planning Director. Storage items taller than eight feet (8') may be visible above solid fencing, provided they do not exceed twelve feet (12') in height.~~

~~c. Storage is anything placed outdoors and outside of a building that is not a private vehicle for employee or customer transportation; cars, trucks, and vehicles that stay onsite after hours, machinery, tools, items for rent, materials and items for sale are examples of storage items.~~

~~d. Storage and associated fencing shall not occur within the PMZ or the Street Landscape area~~

14. Fencing and Screening Requirements:

a) Interior Street Screening: Solid fencing in the form of an eight foot (8') high "Verti-Crete" ledge stone wall shall be erected along the interior street front property line as illustrated in Exhibit XX. A substitute for Verti-Crete may be approved by the Sierra Business Park Association if found to be similar color/texture/appearance. A landscaping plan approved by the Sierra Business Park Owners Association may be considered a substitute for the Verti-Crete requirement.

b) An eight foot (8') high entrance gate composed of steel, rod iron or wide mesh galvanized chain link with or without dark brown plastic slats shall also be required.

c) Between Property Screenings: An 8' high, wide-mesh galvanized chain link with dark brown plastic slats shall be erected. An emergency access gate may be required between properties.

d) Solid fencing, in the form of a wall, may be required at the side and rear property lines, subject to review by the LDTAC and shall be eight-feet (8') high. Storage items taller than eight-feet (8') may be visible above solid fencing provided they do not exceed twelve-feet (12') in height.

e) Barbed wire shall only be permitted ~~in~~ conjunction with the required fencing around the Sierra Business Park site perimeter.

f) No fencing shall be permitted in the ten-foot (10') street landscaping zone or the PMZ (except for the existing barbed wire fencing on the site perimeter).

g) Storage is anything placed outdoors and outside of a building that is not a private vehicle for employee or customer transportation; cars, trucks, and vehicles that stay onsite after hours, machinery, tools, items for rent, materials and items for sale are examples of storage items.

h) Storage and associated fencing shall not occur within the PMZ or the Street Landscape area.

15. Drainage: —All drainage shall be retained on site. The requirements of this section must be completed ~~shall be equipped with an oil/water separator~~ prior to any use of property.

a) Areas devoted to vehicle access, parking and storage of equipment or materials which have potential to discharge oil or

other petroleum-based contaminants shall be paved unless otherwise approved by LDTAC.

b) Drywells shall be required on all lots. A grading permit shall be required from the Mono County Department of Public Works for all drywells and on-site retention shall be engineered for maximum lot coverage.

c) Oil water separators devices shall be required for all drywells.

4. LANDSCAPING, SCREENING AND OPEN SPACE STANDARDS

1. Plant Materials: Landscaping is intended to maintain a sense of continuity with the surrounding lands and to minimize the visual intrusion of Sierra Business Park into the state-designated scenic corridor along Highway 395. The open space area of Sierra Business Park shall be known as the Perimeter Maintenance Zone (PMZ), as shown on the Tentative Tract Map.

A different landscaping plant palette shall be provided for the street landscaping zone, which is encouraged to include but is not limited to a variety of native plants. Non-native plants that are water-intensive, maintenance-intensive or invasive may not be included in the street palette.

2. Perimeter Maintenance Zone and Berm:

a. The Sierra Business Park Specific Plan site shall be enclosed by a PMZ around the entire site, broken only at the entry access from Highway 395.

b. The PMZ berm shall be constructed of landscaped earthen materials with undulant external contours. Except for the SCE right-of-way, the berm height along the western PMZ shall average 7,122' elevation but not less than 7,120'.

c. All landscaping within the PMZ shall consist of native plant

materials typical of big sagebrush communities and adapted to the region, or as approved by the community development director to achieve adequate screening. Trees shall be included along the northern and western PMZ and along the frontage of lots 1 and 2. Where landscaping is derived from seedlings, the seedlings shall be genetically compatible with local plant stock.

- d. A detailed landscape plan for the PMZ shall be prepared and submitted to the Planning Department for approval consistent with the Reclamation Plan.

3. Landscaping of Lots and Along the Interior Street: A ten-foot (10') landscaping strip will be planted by the applicant along the length of all properties contiguous to the interior street. One landscaping plant palette shall be provided for the street landscaping zone, and a different palette shall be provided for the remainder of the site. The maintenance association shall maintain the landscape strip. Extension of site landscaping from the street landscaping zone to the face of buildings or edge of parking areas is encouraged. Landscaping of the street landscape zone and the lots is encouraged to include, but is not limited to, a variety of native plants and plants that resemble native plants in color, texture and form. Non-native plants that are water-intensive, maintenance-intensive or invasive may not be included in the lot plantings or street palette.
4. Landscape Irrigation: A temporary irrigation system shall be provided for irrigation of the PMZ and retained until the County finds that supplemental irrigation is no longer required to maintain plant viability.
5. Landscape Maintenance: All landscaping shall be maintained in a neat, clean, and healthy condition. This shall include

proper pruning, mowing, weeding, litter removal, fertilizing, replacement, and irrigation as needed.

~~§6. Interior Street Screening: Where proposed, walls and fences along streets and boundaries shall have a maximum height of six feet (6') within ten feet (10') of the point of intersection of a road or driveway and an interior street or sidewalk. Where solid fencing is provided, such fencing shall have a minimum height of five feet (5') feet and a maximum height of eight feet (8') feet. No fencing shall be allowed in the ten-foot (10') street landscaping zone. Where outdoor storage is proposed on the property, solid fencing in the form of an eight foot (8') high "Verti-Crete" ledge stone wall shall be erected along the interior street property line. An eight foot (8') high gate composed of wide mesh galvanized chain link with dark brown plastic slats shall also be required.~~

~~7. Screening of Parking Areas: For parking areas outside of storage areas, no additional screening shall be required. However, no parking shall be allowed in the ten-foot (10') street landscaping strip or in the PMZ.~~

~~8. Screening Materials: All screening shall consist of one or a combination of the following:~~

~~a. Walls (including retaining walls) shall consist of concrete, rock and stone, brick, tile or similar solid masonry material a minimum of four-inches (4") thick.~~

~~b. Fencing shall be constructed of metal that harmonizes with building exteriors and has minimal visual impact. Barbed wire fencing shall be permitted around the site perimeter (i.e., exterior side of the PMZ).~~

~~c. Solid fencing utilizing gray or tan split face block (Basalite, Sparks~~

~~natural gray, and Basalite, Dixon – D345 tan, respectively) 8' high block wall (Verti-Crete, ledge stone, color: Wrought Ironsm), and /or mesh galvanized chain link with sand dark brown plastic slats.~~

~~d. Walls and fences used for screening of loading zones shall have a maximum height of six feet (6') within ten feet (10') of the point of intersection of a road or driveway and an internal street or sidewalk. No fencing shall be permitted in the ten-foot (10') street landscaping zone, and no fencing shall be permitted in the PMZ (except for the existing barbed wire fencing on the site perimeter). Where solid fencing is provided, such fencing shall have a minimum height of five feet (5') and a maximum height of eight feet (8').~~

9. Screening between Properties:

~~Between properties, an 8' high wide mesh galvanized chain link with dark brown plastic slats shall be erected. An emergency access gate may be required between properties.~~

**5. DESIGN
GUIDELINES STANDARDS**

The following design guidelines standards are intended to assure quality architecture that reflects a non-intrusive and pleasing style, quality materials, and professional workmanship. A key objective is to minimize the visual presence of the development from all off-site locations. Consistent with this goal, building masses are to be simple in form and strong in geometry.

6. BUILDING MATERIALS AND COLORS

No polished or mirror-reflective finishes or paints shall be permitted in Sierra Business Park. All exterior building materials and colors in Sierra Business Park are intended to

coordinate with colors found in the surrounding landscape.

1. Exterior Roofing Materials and Colors: All exterior roofing materials shall consist of the following materials and colors. It is anticipated that the application would typically be sloped; if flat, colors shall be coordinated.

- *a. Composition Shingle
 - Brown (Elk Prestique Series – Weatheredwood, or equivalent)
 - Dark Green (Elk Prestique Series – Balsam Forest, or equivalent)
 - Dark Gray (Elk Prestique Series – Sablewood, or equivalent)

- *b. Metal
 - Dark Brown (ASC Building Products - Classic Brown, or equivalent)
 - Chestnut (ASC Building Products - Chestnut Brown, or equivalent)
 - Brown (ASC Building Products - Weathered Copper, or equivalent)
 - Dark Green (ASC Building Products - Forest Green, or equivalent)
 - Dark Gray (ASC Building Products - Slate Gray, or equivalent)

c. Other: Paint or finish to coordinate with colors above.

2. Exterior Wall Materials and Colors: All exterior walls shall consist of the following materials and primary field colors.

- a. Concrete
 - Natural Gray
- b. Split-Face Block
 - Gray (Basalite, Sparks – natural gray)
 - Tan (Basalite, Dixon – D345, no substitutions)
- c. Rock
 - Any natural rock, shaped or irregular
- d. Wood Siding

Exhibits 6 and 7, and shall conform to the following standards:

- a. Maximum Height: Eight-Feet (8')
 - b. Maximum Width: Eight-Feet (8')
 - c. Maximum Depth: Two-Feet (2') for each side of the V-shaped sign (see Exhibit 7).
 - d. Colors and Materials: As identified in the Design Guidelines.
 - e. Minimum Distance from Highway 395 Right-of-Way: Ten-Feet (10')
 - f. Minimum Distance from the Project Access Road: Ten-Feet (10')
 - g. Illumination of this sign shall be prohibited.
 - h. The main project identification sign shall not be located on the PMZ berm.
3. Project Directory Sign: The directory sign shall be located in the site interior, adjacent to the main access road, as shown on the Tentative Tract Map. The directory sign shall be as shown in Exhibit 8, and shall conform to the following standards:
- a. Maximum Height: Eight-Feet (8')
 - b. Maximum Width: Three-Feet (3')
 - c. Maximum Depth: One-Foot (1')
 - d. Colors and Materials: As identified in the Design Guidelines.
 - e. Location Relative to Interior Road: Within the Right-of-Way
 - f. Illumination of this sign shall be prohibited.
4. Concrete Lot Monument Signs: One lot monument sign shall be permitted on each lot to identify the business complex thereon. The lot monument signs shall be located by the driveway at the street and shall be uniform in scale, design and color. Lot monument signs shall include a reflective lot number and a defined area for the attachment of one custom wood building identification sign.

These signs are intended to identify the occupant(s) or building name, and may not be used to list specific services or products. All lot identification signs shall

be maintained in good condition and appearance. All lot identification signs shall be as shown in Exhibit 9, and shall conform to the following standards:

- a. Maximum Height: Thirty inches (30")
 - b. Maximum Length: Four-Feet (4')
 - c. Maximum Depth: Twenty-four inches (24")
 - d. Colors and Materials: As identified in the Design Guidelines.
 - e. Illumination of this sign shall be prohibited.
 - f. Maintenance and repair of the lot identification signs shall be the responsibility of the lot owner.
- It shall be at the sole discretion of the developer whether to construct any or all of the lot identification signs.
5. Building Identification Signs: Building identification signs shall be allowed as permitted by the IP (Industrial Park) Zoning District, §19.35 of the Mono County Zoning Ordinance, except that no monument or freestanding building identification signs or lighted signs shall be permitted. In addition, signing permitted by the IP Zoning District shall be confined to a signage "envelope" on one building per lot, defined as follows:
- a. The signage envelope shall face the interior street and may occur on only one side of one building, on each lot.
 - b. The signage envelope shall be a horizontal area four-feet (4') high. The top of the envelope shall be no higher than fourteen-feet (14') above the finished floor elevation and no lower than ten-feet (10') above the finished floor elevation of the building upon which it is located. The envelope may extend the entire width of the building upon which it is located.
 - c. The signage envelope may be interrupted by architectural features.
 - d. Building identification signs shall be mounted on the building within the sign envelope area oriented to the

- interior street, and complementary in scale, design and color to the building it identifies.
- e. All building identification signs shall be maintained in good condition and appearance. Maintenance and repair of the building identification signs shall be the responsibility of the lot owner/tenant.
6. Temporary Signs: Temporary outdoor signs shall conform to §19.35 of the Zoning Ordinance (pertaining to the IP Zoning District).
 7. Other Signs: All other signage shall be minimized, uniform, concise and subtle and shall be strictly limited to unit numbers, door placards, directional, cautionary and handicap signs at their specific points of use.
 8. Signs Prohibited: The following signs shall be prohibited within Sierra Business Park.
 - a. Time/Temperature signs.
 - b. Freestanding signs, except as provided in these standards.
 - c. Temporary or permanent advertising devices or displays.
 - d. Rotating, revolving, scintillating, flashing or moving signs.
 - e. Signs that project vertically or horizontally from the building face, except as provided herein.
 - f. Any banner or device designed to wave, flap, rotate or move with the wind.
 - g. Any other signs or components not specifically included in the above descriptions of building identification signs or temporary signs.

8. LIGHTING STANDARDS

- a. Exterior lighting in Sierra Business Park is to be held to the minimum required to assure public safety.
- b. The source of lighting must be concealed on all exterior lighting.

- c. All lighting, interior and exterior, must be designed to confine light rays to the premises of Sierra Business Park. In no event shall a lighting device be placed or directed so as to permit light to fall upon a public street, highway, sidewalk, adjacent lot or land area, or to project upwards into the airspace above the Sierra Business Park site.
- d. All lighting shall emit a light of constant intensity.
- e. All exterior lighting fixtures shall be of uniform design and materials, and painted a non-reflective color that conforms to the Design Guidelines herein and blends with the surrounding environment.
- f. All exterior lighting shall feature low-intensity lighting.

9. STREET AND PARKING STANDARDS

1. Primary Interior Street
 - a. The interior street serving Sierra Business Park shall have a sixty-foot (60') overall right-of-way.
 - b. Two travel lanes shall be provided, with one lane for each travel direction. Each of the two lanes shall have a minimum width of eighteen-feet (18').
 - c. The interior road shall be a minimum thickness of 0.25' asphalt concrete, with four-inches (4") of Class-2 aggregate base, to accommodate a minimum Traffic Index of 8.5.
 - d. Interior road slopes shall not exceed a six percent (6%) grade.
2. Parking Standards
 - a. ~~Off street parking shall be provided on each lot at a ratio of no less than 2 parking spaces per 1,000 square feet of gross building area.~~ Off-street parking shall be provided pursuant to Land Use Element Chapter 06.
 - b. ~~All parking areas shall be designed to provide for snow storage, and parking lot islands and curbs shall be sited to allow for snow removal. Snow storage on~~

~~individual lots shall be accommodated at a 25% rate; all other provisions of Land Use Element Chapter 04, Section 4.300, Snow Storage Requirements, shall be followed. Snow storage shall be provided on site and shall be equal to 25% of the area from which the snow is to be removed (i.e. parking and access/roads areas).~~

O. MAINTENANCE, OPERATION AND ENFORCEMENT

All maintenance, operations and enforcement requirements and responsibilities within Sierra Business Park shall be handled through an association formed in keeping with the CC&Rs for each site lot.

P. PROCESSING PROCEDURES

1. AMENDMENT

1. The project developer, or the owner or owners of 50% or more of the lots in Sierra Business Park, may initiate an amendment to this Specific Plan.
2. Any amendment to the Specific Plan shall be in accordance with California Government Code §§65500-65507, and Mono County Code §19.46.
3. Any amendment to this Specific Plan must comply with requirements of CEQA as appropriate.
4. The Board of Supervisors of Mono County may initiate an amendment to this Specific Plan.
5. Modifications to the subdivision plan after approval of the Tentative Tract Map shall be in accordance with the California Subdivision Map Act and Mono County procedures for implementation of the Map Act.

2. MINOR MODIFICATIONS

- a. Minor modifications to the proposed subdivision plan, such as lot mergers and divisions, shall not require an amendment to this Specific Plan provided the Mono County Planning Director finds that the modification is consistent with the general nature and intent of this Plan.

Q. FINANCING

All costs associated with implementation of the Sierra Business Park Specific Plan would be privately financed. No public funds are sought for implementation of the project.

Note: All Specific Plan maps are available in the Mono County Planning Department, [Mammoth Lakes or](#) Bridgeport, California.

**Draft Addendum
to the
Sierra Business Park Specific Plan
Final Environmental Impact Report (FEIR)**

SCH #1997032100

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Executive Summary

The Sierra Business Park Specific Plan and Tentative Tract Map (TTM) 36-159, and Final Environmental Impact Report (FEIR) were adopted by the Mono County Board of Supervisors on December 12, 2000. This approval established development standards for the Sierra Business Park.

Sierra Business Park is located southwest of Highway 395 about 3 miles south of the intersection with State Route 203. The site is directly opposite the entry to Mammoth Lakes/Yosemite Airport and about 1 mile west of the airport terminal. Sierra Business Park is an industrial park designed for the needs of business, warehouse, storage rentals or light industrial uses. The site is located on the slopes of the eastern Sierra Nevada and is the former site of a sand and gravel extraction operation that was owned by Sierra Materials. The Land Use Plan for Sierra Business Park encompasses 36.7 acres of land, including 32.7 acres of industrial lots and 4.0 acres of road right-of-way. The Specific Plan was adopted by the Board of Supervisors on December 12, 2000. Since its adoption, several small minor modifications have been made by the Planning Director (primarily changes to required materials and colors) as allowed by the specific plan. In 2007, an amendment was adopted by the Mono County Board of Supervisors concerning modifications to the number of caretaker units allowed, modified parking standards and snow storage capacity.

Initiated in consultation with the Sierra Business Park Owners Association, this will be the second amendment to the Specific Plan since it was adopted. The proposal would amend the Specific Plan to: 1) make minor technical changes, 2) clarify Land Technical Advisory Committee requirements, 3) clarify requirements for on-site storm-water retention and oil/water separator, 4) consolidate references to fencing and screening requirements into one section and clarify the appropriate construction, design and applicability, 5) institute paving requirements to facilitate on-site retention system, and 6) clarified snow storage.

The purpose of the current project is to make minor technical changes, clarifications and non-environmentally significant modifications to the approved Specific Plan.

In accordance with the California Environmental Quality Act, an addendum to the existing Specific Plan EIR is being utilized.

Addendum Determination

Mono County has determined that an Addendum to the Final Environmental Impact Report is the appropriate level of environmental review under CEQA. As the analysis shown in Table 1 below demonstrates, the Amendment does not include substantial changes which would require major revisions to the FEIR.

CEQA Section 15164 (a) provides that “the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” None of the conditions described in section 15162 have occurred.

Section 15162 provides for the preparation of a subsequent EIR where:

- (1) Substantial changes are proposed in the project, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects;
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the measure or alternative; or
 - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment but the project proponent declines to adopt the mitigation measure or alternative.

Table 1: Review of findings under CEQA guidelines section 15162

SP page #	Minor technical changes, clarifications and non-environmentally significant modifications	CEQA guidelines section 15162
Throughout	Formatting changes	These technical item(s) are not a substantial change, do not increase the severity of previously identified significant effects, or are not substantial new information.
12 - 16	Consolidate references to fencing and screening requirements into one section and clarify the appropriate construction, design and applicability	This technical item(s) is not a substantial change, does not increase the severity of previously identified significant effects, or is not substantial new information. This change will clarify screening requirements for property owners.
9	Require any proposed use to be reviewed by the Land Technical Advisory Committee	This is not a substantial change, does not increase the severity of previously identified significant effects, or is not substantial new information. This change clarifies the permitting process by requiring any and all proposed uses to be reviewed by the LDTAC, regardless if the proposed project triggers a County permit.
13	Clarify requirements for on-site storm-water retention and oil/water separator	This is not a substantial change, does not increase the severity of previously identified significant effects, or is not substantial new information. This clarifies that <i>any</i> proposed use or development would require proof an on-site storm-water retention system via a Grading Permit issued by the Department of Public Works.
13	Require areas devoted for vehicular access and storage to be paved to facilitate on-site retention system	This proposed change would not increase the amount of impervious surfaces previously analyzed and allowed (maximum 80% lot coverage) in the prior SBP SP EIR. The proposed change clarifies when paving is required and is meant to facilitate proper function of the oil/water separator. Therefore, this is not a substantial change, does not increase the severity of previously identified significant effects, or is not substantial new information.
12	Require Verti-crete (or similar material) to screen any use along property frontage	The original EIR allowed for Verti-crete walls along all front property lines. The proposed change would require Verti-crete (or similar treatment) prior to any use of the property unless an approved landscaping plan was implemented in lieu of the fencing requirement. This is not a substantial change, does not increase the severity of previously identified significant effects, or is not substantial new information.

19	Clarified snow storage shall be equal to 25% of the area from which the snow is to be removed	This technical item provides a specific standard that corresponds to elevation and location of the project and is not a substantial change, does not increase the severity of previously identified significant effects, or is not substantial new information.
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RESOLUTION R14-02

A RESOLUTION OF THE MONO COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL OF SIERRA BUSINESS PARK SPECIFIC PLAN AMENDMENT 14-001

WHEREAS, on Dec. 12, 2000, the Mono County Board of Supervisors approved the Sierra Business Park Specific Plan and Tentative Tract Map 36-159 and Final Environmental Impact Report; and

WHEREAS, on Sept. 13, 2007, the Board of Supervisors approved Amendment #1 to the Sierra Business Park Specific Plan that modified the number of caretaker units allowed, parking standards and snow storage capacity; and

WHEREAS, proposed Specific Plan Amendment 14-001 would make changes to conform the Sierra Business Park Specific to: 1) make minor technical changes; 2) clarify Land Technical Advisory Committee review requirements; 3) clarify requirements for on-site storm-water retention and oil/water separator; 4) consolidate references to fencing and screening requirements into one section and clarify the appropriate construction, design and applicability; 5) institute paving requirements to facilitate on-site retention system; and 6) clarified snow storage; and

WHEREAS, Section 15164 (a) of the California Environmental Quality Act (CEQA) Guidelines provides that “the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred”; and

WHEREAS, Mono County has determined that an addendum to the Final Environmental Impact Report (FEIR) is the appropriate level of environmental review under CEQA guidelines sections 15162 and 15164 because none of the conditions described in Section 15162 have occurred; and

WHEREAS, the Mono County Planning Commission did, on May 8, 2014, hold a noticed and advertised public hearing to hear all testimony relevant to Sierra Business Park Specific Plan Amendment 14-001.

NOW, THEREFORE, BE IT RESOLVED that the Mono County Planning Commission, having taken into consideration staff recommendations, public comment, and all other evidence and testimony before it, recommends approval of Specific Plan Amendment 14-001 making modifications to the Sierra Business Park Specific Plan to reflect the clarification of site development standards, based upon the following findings:

A. The change in the Specific Plan is consistent with the text and maps of the General Plan because:

The changes to the Specific Plan are consistent with General Plan policies that direct the County to utilize the specific plan process for large-scale projects and of to contain growth in and adjacent to existing community areas (LU Element Objective A, Policies 1, 2).

The adopted Specific Plan and Tentative Tract Map were found to be consistent with the General Plan when adopted in 2000. The proposed changes are reasonable and compatible with

1 surrounding and proposed development and do not alter the adopted Specific Plan in a manner that
2 makes it inconsistent with the text or maps of the General Plan.

3 B. *The site of the proposed changes is physically suitable for the type and density of land uses
4 permitted within the Specific Plan and map because:*

5 The site design meets standards for both the physical layout and density and no easements are
6 impacted. This amendment clarifies the regulations governing future development of the property,
7 thus improving the suitability of the project for the site.

8 C. *The change to the Specific Plan is reasonable and beneficial at this time and not likely to cause
9 serious public health problems because:*

10 The property land use designation is Specific Plan (SP). The adopted SP was found to be
11 consistent with the General Plan when adopted in 2000. The proposed changes are reasonable and
12 compatible with the surrounding and proposed development and will help to clarify the regulations
13 governing future development of the property.

14 D. *The change to the Specific Plan and map will not have a substantial adverse effect on surrounding
15 properties or result in substantial environmental damage or injure fish and wildlife or their
16 habitat because:*

17 An FEIR for the project was approved in 2000. None of the conditions described in CEQA
18 Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred. The changes
19 of this amendment reduce environmental impacts and will not adversely affect surrounding
20 properties.

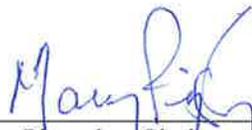
21 **PASSED AND ADOPTED** this 8th day of May 2014, by the following vote of the Planning Commission,
22 County of Mono:

23 AYES : Scott Bush, Chris I. Lizza, Mary Pipersky, Dan Roberts, Rodger B. Thompson

24 NOES :

25 ABSENT :

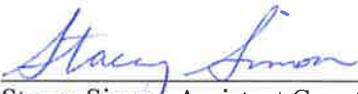
26 ABSTAIN :

27 
28 _____
29 Mary Pipersky, Chair
30 Mono County Planning Commission

ATTEST:

27 
28 _____
29 C.D. Ritter, Secretary

APPROVED AS TO FORM:

27 
28 _____
29 Stacey Simon, Assistant County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 17, 2014

Departments: Public Works/Solid Waste Division

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino, Solid Waste Superintendent

SUBJECT Re-Authorization and Extension of Solid Waste Parcel Fees for FY14-15

AGENDA DESCRIPTION:

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

Resolution Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2014-2015, and Resolution Authorizing the Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Year 2014-2015.

RECOMMENDED ACTION:

1. Approve and authorize the Chair's signature on Resolution No. R14-____, "A Resolution of the Mono County Board of Supervisors Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2014-2015." 2. Approve and authorize the Chair's signature on Resolution No. R14-____, "A Resolution of the Mono County Board of Supervisors Authorizing the Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Year 2014-2015."

FISCAL IMPACT:

The extension and re-authorization of the solid waste parcel generates approximately \$800,000 in revenue to provide landfill closure, post-closure, and operations funding.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 932 5453 / tdublino@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

- [📄 Parcel Fee Staff Rpt](#)
- [📄 Parcel Fees Exhibit 1](#)
- [📄 Parcel Fees Attachment 1](#)
- [📄 Parcel Fees Exhibit 2](#)
- [📄 Parcel Fees Attachment 2](#)

History

Time	Who	Approval
6/11/2014 9:29 AM	County Administrative Office	Yes
6/10/2014 4:46 PM	County Counsel	Yes
6/9/2014 11:23 AM	Finance	Yes



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 17, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Solid Waste Parcel Fee Program, FY14-15

Recommended Action:

1. Approve and authorize the Chair's signature on Resolution No. R14-__, "A Resolution of the Mono County Board of Supervisors Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2014-2015."
2. Approve and authorize the Chair's signature on Resolution No. R14-__, "A Resolution of the Mono County Board of Supervisors Authorizing the Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Year 2014-2015."

Fiscal Impact:

Approximately \$800,000 in revenue from fees and interest.

Discussion:

Consistent with applicable provisions of the Government Code, the Board of Supervisors must annually renew the Solid Waste Fee program prior to July 1 to continue the County's assessment of fees on developed land within the unincorporated areas of Mono County and, under agreement with the Town Council, on lands within the Town of Mammoth Lakes. Adoption of the proposed resolution will provide for a status quo program with no increase to the existing \$60 base fee. Therefore, these are not considered new or increased fees, and as such, the program does not require additional consideration under Proposition 218.

Approval of the proposed resolutions (attached to this report as Exhibit 1 and Exhibit 2) will authorize the continuation of the Solid Waste Fee program and the initiation of an agreement to charge and collect solid waste fees within the Town of Mammoth Lakes. Staff recommends that the existing fee schedule be amended as discussed below, and re-established for fiscal year 2014-2015.

The resolution authorizing the Solid Waste Fee Program (see Exhibit 1) will provide for a continuation of the same fee that has been collected by Mono County since 1991, which is based on a \$60 Residential Equivalency Factor (REF). The Solid Waste Fees (as collected on the tax bill) are utilized to satisfy environmental monitoring and closure deposit requirements for the County's landfills. Remaining fees are used by the Solid Waste Enterprise Fund to offset expenses related to the countywide solid waste program and operation of the County's disposal sites.

The Solid Waste Fee Agreement with the Town (see Exhibit 2) is an annual renewal of previous agreements authorizing the County to collect fees on developed lands within the Town's jurisdiction in exchange for disposal at the Benton Crossing Landfill by Town residents and businesses. Upon approval by the Board, the Agreement will be forwarded to the Town Council for their consideration.

Amendments to Schedule A

Since the adoption of R13-27, a countywide audit and update of the Parcel Fees has been ongoing. In some cases this audit has analyzed the actual waste generation of certain uses and compared that waste generation to the REF that is applied to the activity by Schedule A. In two of those cases ("Mini Storage, per unit" and "Schools, with Food Service, per Student"), it was determined that the existing rate does not accurately reflect the actual waste generation for these activities, and it is recommended that the REF for those uses be amended accordingly.

The amendment of these rates will have the impact of reducing the parcel fees collected for "Mini Storage, per Unit" of approximately \$5,850, and a reduction for "Schools, with Food Service, per Student" of approximately \$28,000, when compared to the REFs from FY13-14. This reduction impacts properties in both unincorporated Mono County, as well as within the Town of Mammoth Lakes.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent

Attachments: Exhibit 1 – Draft Resolution Re-Authorizing the Solid Waste Fee Program
Exhibit 2 – Draft Resolution Authorizing a Solid Waste Fee Agreement with the Town of Mammoth Lakes

**RESOLUTION NO. R14-****A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
EXTENDING AND RE-ESTABLISHING THE MONO COUNTY
SOLID WASTE FEE PROGRAM FOR FISCAL YEAR 2014-2015**

WHEREAS, pursuant to Section 25830 of the Government Code, on or before the first day of July of each year, the Board of Supervisors may by resolution or ordinance establish a schedule of fees to be imposed upon lands within the County in order to pay for County waste disposal and related services; and,

WHEREAS, in past years Mono County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code, against both unincorporated land in the County and, with the agreement/consent of the Town Council of the Town of Mammoth Lakes, against land in the Town; and,

WHEREAS, the Board intends by this resolution to simply extend such existing fees and not to impose any new or increased fees that would be subject to Proposition 218.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors as follows:

1. The program and schedule of solid waste fees imposed by Resolution No. R13-27 is hereby re-established and extended, effective July 1, 2014, against land within the County, including land within the Town of Mammoth Lakes if the Town Council consents through entry into an agreement with the County, according to use and volume of waste generation, in order to raise revenues to pay for County solid waste disposal and related services, and to pay the costs of state-mandated programs related to County waste disposal facilities.

2. Each parcel of land and each of the various waste-generating uses on each parcel in Mono County shall be identified.
3. The “residential equivalent” for determination of the fee on lands containing a single-family dwelling is hereby established as one (1.00). Each parcel or each waste-generating use on each parcel, or both (as identified herein), shall be accorded the appropriate “residential equivalent” on the basis of “Schedule A,” attached hereto and entitled “Solid Waste Generation Factors for Selected Land Uses.” “Schedule A” is incorporated herein by this reference as if fully set forth, and is made a part of the program established by this Resolution.
4. Annual fees shall be charged to the identified lands or uses on the basis of sixty dollars (\$60.00) for each “residential equivalent.”
5. The Mono County “Solid Waste Fee Program” shall be administered and operated in accordance with the following policies:

A. General Provisions.

- 1) There shall be only one fee for each waste-generating use on a parcel of property. For example, if the landowner is assessed for all uses on his parcel, the individual waste generating persons or entities using that parcel shall not be assessed.
- 2) Unless the Public Works Director determines that it is fair and equitable to impose a fee on individual persons or entities generating waste on a parcel, the landowner shall be charged the full amount due as a result of such waste generation.

B. Residential Uses.

- 1) Each owner of a single-family residence shall pay a fee calculated at the rate of “one residential unit” or sixty dollars (\$60.00) per year.
- 2) If it is established that the residence is used fewer than 90 days each year, the owner shall be charged a fee at the rate of one-fourth (0.25) of a “residential unit,” or fifteen dollars (\$15.00) per year. If it is established that the residence is used six months or less, but more than three months, the owner shall be charged a fee at the rate of one-half (0.5) of a “residential unit,” or thirty dollars (\$30.00) per year.
- 3) Mobile homes and individual units in apartments and condominiums shall be charged a fee in accordance with “Schedule A” and Section 5.B.2 of this Resolution.

- 4) The minimum fee for residential use shall not be less than one-fourth the yearly rate for a “residential unit,” or fifteen dollars (\$15.00) per year.

C. Other Uses.

- 1) Motels, Hotels, Lodges, and Campgrounds shall be charged a fee in accordance with a factor established by the “residential equivalent” assigned in “Schedule A.” Occupancy rate and months open for business may be taken into consideration.
- 2) Ranches and/or farms that dispose their waste on-site, in accordance with Mono County Health Department approvals, shall not be charged a fee.
- 3) Except as specified or clarified in Section 5.D, all other uses shall be charged a fee on the basis of the “residential equivalent factor” as set forth in this Resolution and “Schedule A.”

D. Multiple or Complex Uses.

- 1) Except as “Schedule A” may specifically assign a “residential equivalent factor” for the entire use (e.g., ski base lodge), where a single business entity operates or leases more than one type of waste generating business or use in a single building, the owner of the land or business shall be charged a fee on the basis of the use which has the highest “residential equivalent factor” and the assessment shall be the total thereof.
- 2) Except as “Schedule A” may specifically assign a “residential equivalent factor” to the entire use (e.g., shopping center), where individual waste generating entities operate in more than one building on one or more parcels, each waste generating use shall be assigned the highest “residential equivalent factor” and the fee shall be the total thereof.

E. There shall be no fee on unimproved parcels where waste is not generated.

F. There shall be no fee for Special Districts of the County that receive less than six-tenths of one percent (0.6%) of the countywide property tax allocation.

G. Billing and Collection.

- 1) The Public Works Director shall establish the appropriate fee. The billings for fees shall be based on the ownership status and uses of each parcel as of the first day of March preceding the fiscal year for which the fee is charged.

- 2) The Mono County Treasurer-Tax Collector shall collect fee payments through the property tax billing system or, for properties not otherwise receiving a tax bill, the Public Works Department may bill for and collect fee payments by invoice.

H. Appeals.

- 1) A property or business entity who or which has reason to believe that there should be no fee, that the “residential equivalent factor” has been improperly determined, or that the amount of the fee has been incorrectly calculated, may request the appropriate changes by notifying the Public Works Director in writing of the request no later than 60 days following the date of billing.
- 2) The Public Works Director shall, within 20 days following receipt of the written request, review the facts presented and certified to by the property owner or business entity and grant or deny the request. If the request is granted, the Public Works Director shall prepare an appropriately modified billing, if necessary. Modified billings shall be due and payable no later than 60 days following the billing date.
- 3) A property owner or business entity whose request pursuant to Section 5.H.1 is denied by the Public Works Director shall have the right to appeal that decision to the Board of Supervisors. The request for hearing shall be submitted to the Clerk of the Board of Supervisors within 30 days from the date of the denial notice from the Public Works Director.
- 4) The Board of Supervisors shall fix a time, date, and place for the hearing of any such appeal. The Board of Supervisors shall cause notice of the hearing to be mailed to the applicant not less than 10 days prior to the date set for hearing. At the hearing, the Board of Supervisors or its selected member(s) shall hear the applicant and, within five days, order such revision or correction to the fee as the Board deems just, if any.

I. Delinquent Fees.

- 1) The Public Works Director shall prepare a list of solid waste fees for each respective parcel which remain unpaid for a period of 60 or more days after the date upon which they were billed. A certified copy of the confirmed list shall be filed with the Mono County Auditor-Controller.

2) The delinquent solid waste fees set forth in the list shall constitute special assessments against the respective parcels of land and, upon recordation in the office of the County Recorder, are a lien on the property in the amount of the delinquent fees as provided in Government Code section 25831. The assessments may be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes. All laws applicable to the levy, collection, and enforcement of county ad valorem property taxes shall be applicable to the assessment, except as provided by subdivision (d) of Government Code section 25831.

SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Supervisors hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional.

APPROVED AND ADOPTED this 17th day of June, 2014, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :
ABSTAIN :

Larry K. Johnston, Chairman
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel

SCHEDULE A
SOLID WASTE GENERATION FACTORS FOR
SELECTED LAND USES

MONO COUNTY SOLID WASTE FEE PROGRAM

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
1	Aircraft Repair	1.00
2	Airports	4.00
3	Apartment, per Unit	1.00
108	Arcade	4.00
99	Auto Body & Paint Shop	2.00
4	Auto Service, Major Repairs	4.00
5	Auto Service, Minor Repairs	2.00
6	Auto Service, No Repairs	1.00
7	Bakery	2.00
8	Bank	4.00
9	Barber Shop	1.00
10	Batch Plant	4.00
11	Beauty Shop	1.00
12	Beer Bar	2.00
13	Boardinghouse	4.00
14	Boat Dock	4.00
15	Boat Repair	1.00
16	Boat Sales	1.00
17	Bunkhouse	2.00
18	Cabin, Rented	0.50
19	Campground, per Space	0.25
20	Cannery	4.00
21	Car Wash	2.00
22	Catering	2.00
23	Cinema	3.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
24	Church, with Kitchen	1.00
25	Church, without Kitchen	0.50
26	Cleaners	2.00
98	Commercial Ice Manufacturing	1.00
27	Community Center	1.00
28	Condominium, per Unit	0.50
29	Cookhouse	2.00
106	Correction Facility	1.00
107	Daycare Center	4.00
30	Dormitory, per Bed	0.15
31	Duplex	2.00
32	Fast Food Drive-In, No Seats	2.00
33	Fourplex	4.00
34	Government Housing, per Unit	1.00
35	Grocery Store (< 2,000 sq. ft.)	5.00
36	Grocery Store (2,000 - 40,000 sq. ft.)	10.00
37	Grocery Store (> 40,000 sq. ft.)	50.00
38	Guest House	1.00
39	Hangar	0.50
40	Highway Rest Area	10.00
41	Hospital, per Bed	1.00
101	Hotel, per Unit	0.25
42	Laboratory	1.00
43	Laundromat	3.00
105	Library	4.00
44	Light Industry	2.00
45	Lodge	1.00
46	Lounge	3.00
47	Lumber Yard	4.00
48	Machine Shop	1.00
100	Marine Corps Mtn. Warfare Training Center	103.00
49	Mill	4.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
103	Mini-Mart	2.00
50	Mini-Storage, per Unit	0.10
51	Mobile Home on Residential Parcel	1.00
52	Mobile Home Park, Spaces Rented	1.00
53	Mobile Home (3 per Parcel)	3.00
54	Mobile Home (2 per Parcel)	2.00
55	Motel, with Kitchen, per Unit	0.50
56	Motel, without Kitchen, per Unit	0.25
102	Museum	4.00
57	Newspaper	4.00
58	Office (< 10 employees)	2.00
59	Office (10-19 employees)	4.00
60	Office (20-28 employees)	6.00
61	Office (> 29 employees)	8.00
62	Pack Station	2.00
63	Park	6.00
64	Post Office	4.00
65	Recreational Facility (0 - 2,000 sq. ft.)	2.00
66	Recreational Facility (> 2,000 sq. ft.)	4.00
67	Repair, Tire	4.00
68	Repair, Truck	4.00
69	Residence	1.00
70	Residence (3 per Parcel)	3.00
71	Residence (2 per Parcel)	2.00
72	Restaurant (0 - 20 seats)	2.00
73	Restaurant (21 - 40 seats)	4.00
74	Restaurant (41 - 80 seats)	8.00
75	Restaurant (> 80 seats)	16.00
76	Retail, Auto Parts	2.00
77	Retail, Drug	2.00
78	Retail, Drug and Variety	4.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
79	Retail, Gifts	2.00
80	Retail, Hardware	4.00
81	Retail, Liquor	4.00
82	Retail, Other (0 - 2,000 sq. ft.)	2.00
83	Retail, Other (> 2,000 sq. ft.)	4.00
84	Retail, Sporting Goods	4.00
85	RV Park, per Space	0.25
86	Schools, with Food Service, per Student	0.20
87	Shopping Center (0 - 10,000 sq. ft.)	4.00
88	Shopping Center (10,001 - 20,000 sq. ft.)	8.00
89	Shopping Center (20,001 - 40,000 sq. ft.)	16.00
90	Shopping Center (40,001 - 80,000 sq. ft.)	32.00
91	Shopping Center (> 80,000 sq. ft.)	50.00
92	Ski - Base Lodge (0 - 4,000 sq. ft.)	4.00
93	Ski - Base Lodge (> 4,000 sq. ft.)	40.00
94	Studio, Photography	2.00
95	Triplex	3.00
104	USFS Building	4.00
96	Veterinary Hospital	2.00
97	Warehouse	2.00



RESOLUTION NO. R14-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING IMPLEMENTATION OF A SOLID WASTE FEE
AGREEMENT WITH THE TOWN OF MAMMOTH LAKES
FOR FISCAL YEAR 2014 – 2015**

WHEREAS, pursuant to Section 25830 of the Government Code, on or before the first day of July of each year, the Board of Supervisors may by resolution or ordinance establish a schedule of fees to be imposed upon lands within the County in order to pay for County waste disposal and related services; and,

WHEREAS, in past years the County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code, against both unincorporated land in the County and, with the agreement/consent of the Town Council of the Town of Mammoth Lakes, against land in the Town; and,

WHEREAS, the Board intends by resolution to re-establish and extend such existing fees and not to impose any new or increased fees that would be subject to Proposition 218; and,

WHEREAS, the County wishes to re-establish a Solid Waste Fee Agreement with the Town of Mammoth Lakes for the 2014-2015 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the County does hereby authorize implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for the 2014-2015 fiscal year.

BE IT ALSO RESOLVED that the Director of Public Works (in consultation with County Counsel) is hereby authorized to execute such an agreement, said agreement to be in general

1 conformance with the terms and conditions identified in Attachment 1, "Solid Waste Fee Agreement
2 with the Town of Mammoth Lakes."

3
4 **APPROVED AND ADOPTED** this 17th day of June, 2014, by the following vote of the Board of
5 Supervisors, County of Mono:

- 6 **AYES :**
- 7 **NOES :**
- 8 **ABSENT :**
- 9 **ABSTAIN :**

10 _____
11 Larry K. Johnston, Chairman
12 Mono County Board of Supervisors

13 ATTEST: Approved as to Form:

14 _____
15 Clerk of the Board

16 _____
17 County Counsel

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19
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- 1 1. The County agrees to continue to provide a solid waste disposal site for the use by residents and
2 businesses of the Town and by those persons or entities franchised by the Town to provide
3 disposal services to Town residents and businesses pursuant to Public Resources Code, Section
4 49300.
- 5 2. The County agrees that there shall be no significant decrease in the level of services provided at
6 the solid waste disposal site.
- 7 3. The County agrees that the solid waste disposal site shall meet all Federal, State, and local
8 requirements, rules, and regulations, and that the County shall comply with the requirements of
9 the California Government Code Section 25830.
- 10 4. The Town consents to the County's re-establishment and extension, by resolution or ordinance,
11 upon its residents and businesses a fee consistent with the schedule of fees adopted by the
12 County in previous years, which may include a reduction of certain fees, pursuant to California
13 Government Code, Section 25830 and in accordance with Public Resources Code, Section
14 49300.
- 15 5. The County agrees to assume primary responsibility for the collection of fees from Town
16 residents and businesses through annual fees to be charged to identified lands within the
17 incorporated limits of the Town, consistent with previous years.
- 18 6. The Town agrees to use its best efforts to cooperate with the County regarding the collection of
19 the above-referenced fees from its residents and businesses.
- 20 7. Both the Town and the County agree that the County shall bear primary administrative
21 responsibility for provision of solid waste disposal services, including, but not limited to
22 environmental monitoring costs, closure and post-closure funding, setting fees, resident appeals
23 of fees, and all site operations.
- 24 8. Except as otherwise provided below, the County agrees to release, defend, hold harmless, and
25 indemnify the Town, its officers, agents, and employees from and against all suits and cause of
26 action, claims, laws, demands, expenses (including reasonable attorneys fees), damages, or
27 liability of any nature whatsoever arising by reason of, or incident to, the adoption and
28 implementation of the solid waste disposal program as defined and outlined in this Agreement,

1 including, but not limited to, any and all claims with respect to Proposition 13 and Proposition
2 62. Notwithstanding the foregoing, the County shall have no obligation to release, defend, hold
3 harmless, and indemnify the Town, its officers, agents, and employees from and against any
4 suits and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees)
5 damages or liability of any nature whatsoever arising by reason of, or incident to, any
6 noncompliance of the solid waste program and its fees with Proposition 218, which was enacted
7 by the voters in November of 1996.

8 9. Both parties agree and understand that the County shall re-establish and extend the fee schedule
9 previously imposed by Resolution No. R13-27, prior to July 1, 2014, without any increases, and
10 that such fee setting shall be consistent with the requirements of Government Code Section
11 25830.

12 10. Both parties agree that fees may be established, billed, and collected on a monthly or annual
13 basis, and may be billed and collected by the County Tax Collector as part of the regular County
14 property tax billing system.

15 11. Both parties agree that this Agreement shall become effective upon execution by both the Town
16 and the County.

17 12. The term of this Agreement shall be for a period of one year commencing on or retroactive to
18 July 1, 2014 and ending June 30, 2015. Except as specified in paragraph 16 herein, this
19 Agreement may be terminated without cause by either party upon 90 days written notice to the
20 other party.

21 13. The Mono County Board of Supervisors agrees to use all legal means available to increase gate
22 fees to reimburse the Town of Mammoth Lakes and/or the County for its legal and
23 reimbursement fees regarding challenges to Proposition 218, with the caveat that should the
24 County decide to mount a legal defense in response to a challenge of such fees, that the Town
25 will become a partner in that defense and will be able to influence and terminate its involvement
26 in the defense. In addition, the Town of Mammoth Lakes agrees to use all legal means available
27 to require its franchisee to continue to use the Benton Crossing Landfill until such additional
28 gate fees needed to cover the added financial obligation to the Town and/or County are satisfied,
not to exceed five years or some other mutually agreeable number of years.

1 14. The County agrees to provide the Town with any and all documents, reports, or other materials
2 relative to the calculation of fees and the administration of the program contemplated herein as
3 the Town may reasonably request.

4 15. The County and its officers, agents, and employees are independent contractors for the purposes
5 of this Agreement. As such they shall have the rights and duties of independent contractors in
6 providing services under this Agreement.

7 16. In the event of a dispute over the meaning of this Agreement or its performance, the aggrieved
8 party shall notify County Counsel and the Town Attorney who shall thereupon make reasonable
9 efforts to resolve the dispute. In the event that County Counsel and the Town Attorney do not
10 resolve the dispute within 30 days after the notice specified, the parties shall each appoint two
11 members of their governing bodies who shall attempt to resolve the dispute. Neither party shall
12 file a legal action to enforce its Agreement prior to 60 days from the date the specified notice is
13 mailed.

14 **EXECUTION**

15 This Agreement shall be deemed executed as of the date that it is approved by both the Mono County
16 Board of Supervisors and the Mammoth Lakes Town Council.

17
18 COUNTY OF MONO:

APPROVED AS TO FORM:

19
20 _____
Public Works Director

_____ County Counsel

21
22
23 TOWN OF MAMMOTH LAKES:

APPROVED AS TO FORM:

24
25 _____
Mayor

_____ Town Attorney