



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 at far right.

Regular Meeting

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

April 16, 2013

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

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.)

Approximately thru
10:30 a.m. **CLOSED SESSION**

BOARD OF SUPERVISORS

- 1a) **Closed Session** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.
- 1b) **Closed Session - CAO Position** - PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer.
- 1c) **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.
- 1d) **Closed Session - Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: dispute regarding Conway Ranch grant compliance.
- 1e) **Closed Session--Human Resources** - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph and Lynda Salcido. 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.

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. Approve minutes of the Regular Meeting held on April 2, 2013.

3) **BOARD MEMBER REPORTS**

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

Approximately 10 Minutes **COUNTY ADMINISTRATIVE OFFICE**

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

10:30 a.m. Approximately 15 minutes **DEPARTMENT REPORTS/EMERGING ISSUES** (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Approximately 5 minutes for Consent Items

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.)

CLERK OF THE BOARD

- 5a) **Proclamation Designating April, 2013 as Child Abuse Prevention Month** - April is nationally recognized as Child Abuse Prevention Month. Wild Iris is asking the Board to approve a proclamation designating April, 2013 as Child Abuse Prevention Month in Mono County. This item is being sponsored by Chairman Hunt.

Recommended Action: Approve Proclamation designating April, 2013 as Child Abuse Prevention Month in Mono County.

Fiscal Impact: None.

- 5b) **Proclamation Designating April, 2013 as Sexual Assault Awareness Month** - April is nationally recognized as Sexual Assault Awareness Month. Wild Iris is asking the Board to designate April, 2013 as Sexual Assault Awareness month in Mono County.

Recommended Action: Approve Proclamation designating April, 2013 as Sexual Assault Awareness Month in Mono County.

Fiscal Impact: None.

- 5c) **Appoint Mono County Representatives to the Trindel Insurance Fund and the CSAC-EIA Board of Directors** - Appointment of Mono County representatives to the Trindel Insurance Fund Board of Directors and the CSAC-EIA Board of Directors, effective April 16, 2013, as required by the JPA's already in place.

Recommended Action: Authorize appointment of Mono County representatives to the Trindel Insurance Fund Board of Directors and the CSAC-EIA Board of Directors, effective April 16, 2013; the County Administrative Officer as Board Member and the Director of Human Resources/Risk Management as Alternate Board Member.

Fiscal Impact: None.

- 5d) **Appointment of Deborah Preschutti to the CSA #1 Board** - At a recent CSA #1 Board meeting, a motion was made to recommend that Deborah Preschutti be appointed to fill a vacancy on this Board created by the resignation of Robert Matthiessen. This term will expire November 30, 2015.

Recommended Action: Appoint Deborah Preschutti to the CSA #1 Board, filling a vacancy created by a resignation of a member. This term will expire on November 30, 2015.

Fiscal Impact: None.

COUNTY COUNSEL

- 6a) **Approve Mammoth Community Water District's Amended Conflict of Interest Code** - The Political Reform Act, Gov. Code sections 81000, et seq. requires public agencies to conduct a biennial review and update of their conflict of interest codes. As such, the Mammoth Community Water District has amended its Conflict of Interest Code by Ordinance No. 10-18-12-12 and seeks approval of its new Conflict of Interest Code by the Mono County Board of Supervisors, its code-reviewing body.

Recommended Action: Approve the Mammoth Community Water District's Conflict of Interest Code, as amended by Mammoth Community Water District Ordinance No. 10-18-12-12.

Fiscal Impact: None.

Additional Departments: Public Works

- 6b) **Proposed SCE Easement For Digital 395** - Proposed resolution approving an agreement to convey an easement to Southern California Edison for crossing certain County-owned property.

Recommended Action: Adopt proposed resolution #R13-_____, approving an agreement to convey an easement to Southern California Edison for crossing certain County-owned property. Provide any desired direction to staff.

Fiscal Impact: None.

- 6c) **Additional Emergency Standby Officials** - Presentation of additional nominations for emergency standby officials.

Recommended Action: Appoint Phil West to the second option for acting as the Sheriff-Coroner, Jeff Beard to the third option for acting as the Sheriff-Coroner, Jeff Walters as the first option for acting as the Director of Public Works, Garrett Higerd as the second option for acting as the Director of Public Works, Lynda Salcido as the first option for acting as the CAO, and Scott Burns for the second option for acting as the CAO, (as highlighted on the Emergency Standby Official List attached to the agenda item,) in the event of an emergency requiring Emergency Standby Officials, and direct the Director of the Office of Emergency Services to aid in the investigation of the appointees, as appropriate, to ensure they are fit for said positions.

Fiscal Impact: None.

SOCIAL SERVICES

7a) Notice of Intent to Ensure Continued Use of Child Abuse Prevention Funds in Accordance with State and Federal Law (Kathy Peterson, Social Services) - The current Notice of Intent (NOI) for Mono County's 2010-2013 Child Welfare and Juvenile Probation Systems improvement Plan (SIP) expires on June 09, 2013. The next Board of Supervisors approved SIP is due on December 11, 2013. In order to continue to expend CAPIT/CBCAP/PSSF funds, Mono County must have a current NOI on file with the Office of Child Abuse Prevention. As such, Mono County needs to submit a new NOI in order to expend the CAPIT/CBCAP/PSSF funds during the lapse of time between the current SIP period plan end date (June 09, 2013) and the new 5-year SIP period plan begin date (December 11, 2013).

Recommended Action: Authorize the Chair of the Board of Supervisors to approve the Notice of Intent to ensure the Office of Child Abuse Prevention that the CAPIT/CBCAP/PSSF child abuse prevention funds will continue to be used in accordance with state and federal statute, and identify the Department of Social Services as the BOS designated public agency to continue to administer the CAPIT and CBCAP funds, for the period of June 10, 2013 through December 11, 2013.

Fiscal Impact: None. CAPIT services are funded 100% by State funds. CBCAP and PSSF services are funded 100% by Federal funds.

BOARD OF SUPERVISORS

8a) Roberts employment contract amendment - Amendment to Agreement re Employment of Lynda Roberts. The amendment would simply extend the term of the current agreement through June 30, 2013.

Recommended Action: Adopt Resolution No. R13-___, A Resolution of the Mono County Board of Supervisors Approving an Agreement and First Amendment to the Agreement re Employment of Lynda Roberts.

Fiscal Impact: None.

8b) Resolution of Appreciation - Resolution of Appreciation acknowledging recent efforts of a citizen to benefit Mono County. Supervisor Alpers agendized this item.

Recommended Action: Approve Resolution of Appreciation.

Fiscal Impact: None.

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

CLERK OF THE BOARD

9a) Ombudsman - Advocacy Services of Inyo-Mono - Letter dated March 26, 2013 regarding Ombudsman/Advocacy Services closing it's doors. This will occur due to the Inyo County Health and Human Services assuming operation of the Long-Term Care Ombudsman Program in April.

BOARD OF SUPERVISORS

10a) Letter of Support for AB 151 (Duane "Hap" Hazard) - Proposed letter of support for AB 151 (reintroduced and renumbered from last year's AB 1592), which would authorize cities and counties to waive certain building and inspection fees for ADA-type modifications to homes owned by veterans with a service-related disability. This item was requested by Chairman Hunt.

15 minutes

Recommended Action: Approve and authorize the Board Chair to sign the proposed letter of support for AB 151.

Fiscal Impact: None. AB 151 would merely authorize fee waivers; it would not require them.

PUBLIC WORKS - ENGINEERING DIVISION

11a) Bryant Field Airport – Helibase Lease Renewal (Vianey White) - The U.S. Department of Agriculture (USDA) Forest Service is seeking a 20 year lease renewal for the Bryant Field Airport Helibase facility.

5 minutes

Recommended Action: Approve the U.S. Department of Agriculture (USDA) Forest Service 20 year lease renewal for the Bryant Field Airport Helibase facility. Approval must be by 4/5 vote. Provide any desired direction to staff.

Fiscal Impact: \$100 monthly lease rate will be paid by the USDA. Facilities Staff time to clean the restrooms, on an as needed basis. Staff time will be charged to the Airport Fund.

11b)

5 minutes

Contract Award for the Bridgeport Streets Rehabilitation Project (Garrett Higerd) - Rehabilitation of approximately 3 miles of local streets in Bridgeport.

Recommended Action: Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Qualcon Contractors, Inc. as responsible bidder submitting the lowest responsive bid; 2) award contract to Qualcon Contractors, Inc. for the Bridgeport Streets Rehabilitation Project in an amount not to exceed \$1,821,836.20; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$103,591.81 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$2,119,000, and are approved as to form and legality by County Counsel.

Fiscal Impact: This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$2,119,000 for the construction phase of this project on June 28, 2012. Contractor payments will not impact the General Fund.

11c)

5 minutes

Contract Award for the Lee Vining Streets Rehabilitation Project (Garrett Higerd) - Rehabilitation of approximately 1.7 miles of local streets in Lee Vining.

Recommended Action: Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Herback General Engineering as responsible bidder submitting the lowest responsive bid; 2) award contract to Herback General Engineering for the Lee Vining Streets Rehabilitation Project in an amount not to exceed \$1,327,452.80; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$78,872.64 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$2,047,000, and are approved as to form and legality by County Counsel.

Fiscal Impact: This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$2,047,000 for the construction phase of this project on June 28, 2012. Contractor payments will not impact the General Fund.

11d)

10 minutes

Application for Federal Lands Access Program (FLAP) Grant Funding to Rehabilitate Convict Lake Road (Garrett Higerd) - If selected this project would rehabilitate approximately 2.3 to 2.7 miles of Convict Lake Road and add an up-hill bicycle climbing lane.

Recommended Action: Approve submittal of a Federal Lands Access Program (FLAP) grant application to the Federal Highway Administration for a potential road rehabilitation project on Convict Lake Road.

Fiscal Impact: None at this time. If selected by California's Programming Decisions Committee, the total project cost is expected to be approximately \$2,500,000 and would be paid for with Federal Lands Access Program (FLAP) funds, with an 11.47% match. In order to be considered, County must be prepared to address the match requirement (approximately \$300,000 over five years). In addition, County would provide in-kind staff time and other necessary resources for CEQA compliance (which could include hiring outside consultants), project coordination and engineering review, partially chargeable to LTC funds.

LUNCH

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.)

HUMAN RESOURCES

- 12a)** **Employment Contract for Leslie Chapman** (Marshall Rudolph) - Proposed resolution approving a two-year contract with Leslie Chapman as the Director of Finance and prescribing the compensation, appointment and conditions of said employment.
10 minutes
- Recommended Action:** Approve Resolution #R13-____, approving a contract with Leslie Chapman as Director of Finance 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 12-13 is approximately \$35,636.68, of which \$23,228.00 is salary; \$4,528.30 is the employer portion of PERS, and \$7,880.39 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$214,237.27, of which \$139,368.00 is salary; \$26,573.30 is the employer portion of PERS, and \$48,295.97 is the cost of the benefits.

SOCIAL SERVICES

- 13a)** **Children's Trust Fund Request** (Kathy Peterson) - Request of the Mono County Child and Family Advisory Board to spend funds held in the County's Children's Trust Fund.
10 minutes
- Recommended Action:** Approve request to use Children's Trust Fund monies in an amount not to exceed \$800.00 to fund the purchase of child passenger car seats for distribution to Mono County families, as recommended by the Child and Family Advisory Board.
- Fiscal Impact:** The total request for funding is an amount not to exceed eight hundred dollars (\$800.00). The Mono County Children's Trust Fund currently has available funding to meet the cost of this request. Accordingly, all requested funds shall come from the Mono County Children's Trust Fund and there is no cost to the Mono County General Fund.

COUNTY COUNSEL

Additional Departments: Clerk / Recorder

- 14a)** **Update to MCC Chapter 3.24** (John-Carl Vallejo) - Proposed ordinance of the Mono County Board of Supervisors Amending sections 3.24.020, 3.24.060, 3.24.080, 3.24.100, 3.24.110, 3.24.120, 3.24.140, 3.24.150, 3.24.160 and 3.24.170, repealing section 3.24.130, and adding sections 3.24.180, 3.24.190, 3.24.200 and 3.24.210 to the Mono County Code pertaining to real property transfer tax.
20 minutes
- Recommended Action:** Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.
- Fiscal Impact:** None.
- 14b)** **Walker River Irrigation District Storage Water Leasing Program - Change Petition** (Stacey Simon)
20 minutes
- Presentation regarding the Walker River Irrigation District storage water leasing program and related change petition filed with the California State Water Resources Control Board. Provide direction to staff regarding County comments on petition.
- Recommended Action:** Approve and authorize Chair to sign letter of the California State Water Resources Control Board providing comments on water rights change petitions filed by the Walker River Irrigation District for its storage water leasing program. Provide any desired direction to staff.
- Fiscal Impact:** None.

Additional Departments: Economic Development

- 14c)** **Amendment to Conway Ranch Foundation Permission Agreement** (Marshall Rudolph, Dan Lyster)
5 minutes
- Proposed amendment to Conway Ranch Permission Agreement. The amendment would extend the term of the Agreement for one year.
- Recommended Action:** Approve County entry into proposed Agreement and First Amendment to Conway Ranch Foundation Permission Agreement and authorize the Board Chair to sign said Agreement and First Amendment on behalf of the County.

Fiscal Impact: None.

14d)

15 minutes

Gateway Sign Landscaping (Marshall Rudolph, Jessica Morriss) - Proposed extension of landscaping associated with the Gateway monument sign onto adjacent County property. The extension could be permitted through a license from the County to the Town under which the Town would assume all costs and liability risks associated with the landscaping. The County could terminate the license if and when it needs to use the affected land for another purpose. Town staff will present information regarding this proposal.

Recommended Action: Discuss the proposal. Potentially consider and approve County entry into a license agreement with the Town for said proposal. Provide any desired direction to staff.

Fiscal Impact: None.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

Additional Departments: Economic Development

15a)

15 minutes

Merced River Plan Comments (Heather deBethizy, Alicia Vennos) - Merced Wild and Scenic River Draft Comprehensive Management Plan and Environmental Impact Statement Comments.

Recommended Action: Authorize the Chair's signature on comment letter and provide any desired direction to staff.

Fiscal Impact: No fiscal impact.

PUBLIC WORKS - SOLID WASTE DIVISION

16a)

10 minutes

Change in Hours of Operation at County Transfer Stations (Tony Dublino) - Presentation by Tony Dublino regarding proposed change to Transfer Station hours of operation.

Recommended Action: None (informational only). Provide any desired direction to staff.

Fiscal Impact: None.

BOARD OF SUPERVISORS

17a)

30 minutes

June Mountain Ski Area (Supervisor Alpers) - Opportunity for the public to provide new information about the re-opening of June Mountain. Supervisor Tim Alpers sponsored this agenda item.

Recommended Action: Provide direction to staff.

Fiscal Impact: None.

ADJOURNMENT

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

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session		

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
4/10/2013 4:33 PM	County Administrative Office	Yes
4/10/2013 3:34 PM	County Counsel	Yes
4/10/2013 4:38 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2013 **DEPARTMENT** Board of Supervisors
ADDITIONAL DEPARTMENTS
TIME REQUIRED **PERSONS APPEARING BEFORE THE BOARD**
SUBJECT Closed Session - CAO Position

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
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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
3/14/2013 11:23 AM	County Administrative Office	Yes
4/10/2013 2:26 PM	County Counsel	Yes
3/14/2013 1:25 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference With Legal Counsel		

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
4/1/2013 11:44 AM	County Administrative Office	Yes
4/10/2013 3:07 PM	County Counsel	Yes
4/2/2013 10:11 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference with Legal Counsel		

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: dispute regarding Conway Ranch grant compliance.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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**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
4/10/2013 4:33 PM	County Administrative Office	Yes
4/10/2013 3:33 PM	County Counsel	Yes
4/10/2013 4:38 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
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 and Lynda Salcido. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
3/14/2013 11:26 AM	County Administrative Office	Yes
4/10/2013 3:06 PM	County Counsel	Yes
3/14/2013 1:30 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Board Minutes		

AGENDA DESCRIPTION:

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

A. Approve minutes of the Regular Meeting held on April 2, 2013.

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:

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[Draft Mins 04-02-13](#)

History

Time	Who	Approval
4/10/2013 12:45 PM	County Administrative Office	Yes
4/10/2013 3:16 PM	County Counsel	Yes
4/10/2013 11:48 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 at far right.

Regular Meeting

MEETING LOCATION
County Courthouse,
Bridgeport, CA 93517

April 2, 2013

Flash Drive	File #1007
Minute Orders	M13-64 to M13-72
Resolutions	R13-20 NOT USED
Ordinance	Ord13-01 NOT USED

9:04 AM Meeting Called to Order by Chairman Hunt.

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

Pledge of Allegiance led by Roberta Reed.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Erinn Wells:

- Small business owner in Bridgeport.
- Gave clarification on Bridgeport PUD Arsenic Plan and rates being paid. Could be a 95% increase.
- She will have to close one business and terminate employment for people if this happens.
- We have to find another way to solve the arsenic issue.

Joe Parrino:

- Said he's on the agenda for 4/16; would like to change his agenda item to end of May (clerk to work with him on this).
- Gave updates/information to demonstrate motocross is still a growing sport.
- OHV discussion.

Closed Session: 9:11 a.m.

Break: 10:39 a.m.

Reconvene: 10:42 a.m.

Lunch: 12:05 p.m.

Break: 3:06 p.m.

Reconvene: 3:14 p.m.

Closed Session: 3:45 p.m.

Note

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

Adjourn: 3:54 p.m.

CLOSED SESSION

There was nothing to report out of closed session.

BOARD OF SUPERVISORS

- 1a) Closed Session - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: United States v. Walker River Irrigation District, et al.
- 1b) Closed Session - CAO Position - PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer.
- 1c) 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.
- 1d) Closed Session - Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: dispute related to Conway Ranch grant compliance.
- 1e) Closed Session - Finance Director Position - PUBLIC EMPLOYMENT. Government Code section 54957. Title: Finance Director.
- 1f) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph and Lynda Salcido. 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.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2) APPROVAL OF MINUTES

- M13-64** **Action:** Approve minutes of the Regular Meeting held on March 12, 2013.

Note

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

Stump moved; Fesko seconded

Vote: 5 yes; 0 no

M13-65

Action: Approve minutes of the Regular Meeting held on March 19, 2013.

Johnston moved; Stump seconded

Vote: 4 yes; 0 no; 1 abstain: Alpers

3)

BOARD MEMBER REPORTS

Supervisor Alpers:

- He's been sick for six weeks.
- Couldn't attend Peer Tour Resort; was able to keep his airline ticket intact for future use. Intends to go back this summer to see what activities happen at that time of year.
- Fred Hall show – went for five days. Attendance up 15% from before. Eastern Sierra/Mono County dominated the entrance at the show.
- RPAC meeting – 2nd Wed. in March; relatively quiet. Next week will be busier.
- Meeting with Supervisor Stump and various employees; eye opening and productive.

Supervisor Fesko:

- Attended MCPE Negotiations for the first time.
- Bridgeport RPAC; met Bill Dunkleberger, Forest Supervisor.
- Meetings with various constituents regarding Virginia Lakes road closure; Twin Lakes issue with diversion ditch, etc.
- Meeting with Supervisor Stump and At-Will Employees; need to work on solution to problems.
- CSAC Institute Class last week in Sacramento – History of Revenues, post Prop 13.
- Last Saturday – first ATV ride of the year. Made it up to 8200 feet.
- Fred and Jean Harris – spent Easter with them. Celebrated 62nd wedding anniversary.

Supervisor Hunt:

- 3/20 – LAFCO meeting.
- 3/20 - Biomass meeting with Larry; feasibility study out now.
- 3/22 – Minaret Mall Lease meeting; there is more space available there.
- 3/27 – ESCOG meeting. Mammoth to Bishop Bike ride brought up.
- 3/27 – ESTA meeting.
- Heard from a person in Bridgeport regarding AB1213 (outlaw bobcat trapping in California). Is anyone interested in agendizing this?
- AB350 – Forest Fire Prevention – asking for support; he'll put on an agenda. Supervisor Stump to forward information to Clerk.

Supervisor Johnston:

- ESCOG meeting; working on legislative platform; approved letter.
- ML Housing meeting tonight at 5:00.
- Biomass meeting; proposals out for feasibility study.
- Minaret Mall lease meeting.
- Great Basin meeting with Ted Shady and Matt Kingsley. Cross complaint received from DWP. He'll keep board posted.
- Meeting with commissioners tomorrow; he'll update board.

Supervisor Stump:

- Meeting with Management Staff; got asked blunt questions. They want to

Note

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- continue dialogue.
- Similar meeting with other employees and Supervisor Alpers; have received follow up emails. The employees were appreciative of meeting.
- Last week spent time working on item – letter of support for SB740 (relating to telecommunications) on next week’s agenda.
- Attended BLM meeting regarding McGee Creek.

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

Lynda Salcido:

- Continues to work in Bridgeport 1-2 days of week, meetings with staff.
- Worked with CAO staff in getting recruitment together for Assessor.
- 3/27 – MCPE meeting.
- Met with CAO staff regarding annual picnics. Mammoth will be June 10th, Bridgeport will be June 11th. Explained past donations (Board agrees to \$50).
- Email, talking to people, answering questions, etc. She’s gone for two weeks, returning Monday 4/22. Marshall will be acting CAO in her absence.

DEPARTMENT REPORTS/EMERGING ISSUES

(PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Lynda Roberts:

- Announcements about upcoming planning workshop in papers and on the radio; will run for another week. The word is out there.
- Antique clock update:
 - It’s broken; she’s been working with facilities department to see what can be done.
 - Clock needs to go to repair shop in Lodi, CA.
 - Need board to weigh in with some direction; will be agendized for discussion at the May 7th meeting.
 - Estimate to repair: actual restoration was \$4600; there were other repairs \$50-100; clock from courtroom involved in some of these. She needs to call clock shop and get more history on it.
 - Supervisor Fesko – doesn’t need to come back to the board; we don’t need to spend more time and money fixing it.
 - Supervisor Johnston disagrees – clock represents more than just “the clock”, it represents how the county takes care of things. We need to maintain what we have, item needs to be agendized.

Tony Dublino:

- Information passed out; franchise waste hauler floor increase in CPI/PPI:
 - He’s wondering if this needs to be agendized?
 - Increases to occur in January.
 - Supervisor Stump: Is this a unanimous request?
 - Supervisor Fesko – they can raise it, but the county should not.
 - Do not agendize for now.

Robert Reed:

- She has gotten the ACH payment process working; testing process has worked fine; ready to implement.
- CalPers is looking at getting an audit in July:
 - Regarding dependent’s in health care system. They want to make sure only appropriate people are enrolled.

Note

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- People can be dis-enrolled before July 1st without penalty.
- Finance has a letter prepared (being reviewed by County Counsel) to go out.
- CalPers is also notifying people.

Lynda Salcido:

- Miles of Smiles (dental) event update: UCLA and the School of Dentistry came to our county last week.
- Local schools visited; 276 children received education about dental care. Lots of kids received actual treatment. 6 were referred for emergency treatment.
- Lively dinner held between dental providers that gave presentation; there was some disagreement. The papers did a great job of balancing the issues, however.
- Mono County will continue to support sealant program in Mono County.

Vianey White:

- Update for School Street Plaza Project in Bridgeport; going forward.
- Cemetery Mapping Ordinance update:
 - Site maps becoming available; will go to local RPACS. Need to determine potential future fees; address changes in ordinance (will be agendized all at same time).
 - She'd suggest markers which would make everything cleaner; this is not required.
 - Supervisor Stump: Are we required to put markers on graves, not just relying on map?

Marshall Rudolph:

- Gateway Monument Sign in Mammoth Lakes
 - Awhile back, we provided land for that.
 - Their proposal would allow landscaping to extend out past parcel onto part we still own. This will be coming to the Board at some point.

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.)

CLERK OF THE BOARD

5a) Reappointment of Dr. Rick Johnson to First 5 - Reappointment of Dr. Rick Johnson to the First 5 Mono County Children and Families Commission. This term will commence on May 1, 2013 and expire on April 30, 2016.

M13-66 **Action:** Reappoint Dr. Rick Johnson to the First 5 Mono County Children and Families Commission. This subsequent three year term will expire on April 30, 2016.

Fesko moved; Johnston seconded

Vote: 5 yes; 0 no

5b) Appointment to Mono County Child Care Council - The Mono County Child Care Council wishes to add a member to its council. Mr. Salvador Montanez has submitted an application for membership to the council. It has been reviewed and the council would like Mr. Montanez to be appointed. His term will begin April 1, 2013 and will expire March 31, 2015.

Note

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- M13-67** **Action:** Appoint Salvador Montanez to the Mono County Child Care Council. This term will begin April 1, 2013 and will expire March 31, 2015.
Fesko moved; Johnston seconded
Vote: 5 yes; 0 no

BOARD OF SUPERVISORS

- 6a) Bridgeport Fire Request for Waiver of Building Fees - The Bridgeport Fire Protection District has submitted plans to the Mono County Building Department to renovate the exterior of the fire facility on Main Street in Bridgeport. The District is requesting that all county fees associated with the project be waived. This item is being agendized at the request of Supervisor Fesko.

- M13-68** **Action:** Authorize the Mono County Building Department to waive all fees associated with the Bridgeport Fire Protection's facility renovation project.
Fesko moved; Johnston seconded
Vote: 5 yes; 0 no

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 7a) Appointment to the Antelope Valley Regional Planning Advisory Committee - Consider the appointment of Ned Welsh to the Antelope Valley Regional Planning Advisory Committee.

- M13-69** **Action:** Appoint Ned Welsh to the Antelope Valley Regional Planning Advisory Committee.
Fesko moved; Johnston seconded
Vote: 5 yes; 0 no

HEALTH DEPARTMENT

- 8a) AIDS Drug Assistance Program (ADAP) Contract, July 1, 2012-June 30, 2015 - Proposed contract with the California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) pertaining to the administration of the AIDS Drug Assistance Program (ADAP) enrollment process for contract period of July 1, 2012-June 30, 2015.

- M13-70** **Action:** (1) Approve County entry into proposed contract, and authorize the Chair of the Board of Supervisors to execute said contract on behalf of the County and sign the following documents: (a) 4 copies of Standard Agreement Form 213; (b) Darfur Contracting Act- CCC-307-Contractor Certification; (c) Certification Regarding Lobbying. (2) Authorize the Public Health Director to sign any contract amendments during the 3-year contract period from July 1, 2012, to June 30, 2015.
Fesko moved; Johnston seconded
Vote: 5 yes; 0 no

REGULAR AGENDA

Note

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CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

CLERK OF THE BOARD

- 9a) CalEMA Letter Regarding Secretarial Disaster Designation Granted by USDA -
Correspondence dated March 11, 2013 regarding a Secretarial disaster designation by the U.S. Department of Agriculture that names Mono County. This is informational only.
- 9b) CalEMA Letter Regarding Declaration by the U.S. Small Business Administration - Correspondence dated March 11, 2013 wherein the U.S. Small Business Administration declared certain counties (Mono County included) as a result of a USDA disaster designation due to drought. This is informational only.
- 9c) Inland Counties Emergency Medical Agency Letter - Correspondence dated 3/12/13 from Tom Lynch of Inland Counties Emergency Medical Agency, providing further comments on the Fitch & Associates EMS Assessment for Mono County.
Pulled for discussion:
Supervisor Fesko:
 - Apparently ICEMA had not been approached; he finds this disturbing.
 - He's aware of problem; somebody's feet needs to be held to the fire on this.**Marshall Rudolph:**
 - He didn't see any reason not to pay them their final invoice; they dealt with the county's designated representatives.**Supervisor Stump:**
 - Who is responsible?**Lynda Salcido:**
 - It was originally conveyed that ICEMA was not a major player.
 - She attended meetings where representatives of Bridgeport Fire were there.
 - The commentary on the draft was the issue.
 - Perhaps given a different set of directives from the County, the work would have been different.
- 9d) Tuolumne County River Plan DEIS Letter - Correspondence to Yosemite National Park dated March 5, 2013 from the Tuolumne County Board of Supervisors providing comments on the Tuolumne Wild and Scenic River Draft Comprehensive Management Plan.
Supervisor Stump:
 - He likes the Tuolumne County letter; thinks our proposed item 11a might be a bit wordy.
 - This can be discussed when the item comes up.

The Board acknowledged receipt of the correspondence.

Note

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BOARD OF SUPERVISORS

- 10a) Solarization of County Facilities, Update and Workshop (Dan Modisette) - The Clean Air Project Program Block Grant includes seed money for potentially enabling installation of solar photovoltaic systems on county facilities. This workshop will provide a discussion of options that may be available to the county, and ideas for financing projects that may evolve from the utilization of funding incentives currently available. This item is being sponsored by Supervisor Johnston.

Action: None.

Dad Modisette:

- Handout (will be posted online after the meeting).
- Hoping to interest Board in the merits of renewable energy.
- Some of what he will be talking about will be fairly complicated; he encourages questions.
- Went over his background, work history, qualifications.
- Slide show of photos.
- Detailed discussion regarding efficient energy.
- Local labor and subcontractors have been given high priority when meeting with Lisa Isaacs.
- The major goal is to save money without doing any harm to the county; cost is the important issue.
- Questions?
- He'll have to do research on extremely cold temperatures.
- There have been changes to proposal since he left Arizona yesterday.
- California Legislators need to be emailed to move ideas forward (referencing SB 43).

Board Comments

Supervisor Hunt:

- We have varying snow loads each year.
- What is durability of solar panels these days?
- What is typical lifespan of panels?
- Encouraged Dan to stay in touch with staffers.
- Appreciates him coming; definitely something we need to consider and look at.

Supervisor Johnston:

- MCWD Panels are tracking, how does he feel about those?
- P. 4 of proposal – talking about how this works for Mono County.
- Where do we go next with this? He'd like staff involved as well.
- We need to hammer out the details of how to get there; need to make sure it's legal, etc.
- He's pleased with system proposal.

Supervisor Fesko:

- With this proposal, how much of the county will it run (he showed a diagram).
- Does he see a 56KW on top of Annex I?

Supervisor Stump:

- He spoke about his solar system; how much or little electricity is made.
- According to his inverter, it doesn't appear he's getting a much power as he should be getting.
- Likes the way it will be paid for.

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Marshall Rudolph:

- Without the handout, he can't really make any comments.
- He would like a copy of the handout.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

Additional Departments: Economic Development

11a) Tuolumne River Plan Comments (Heather deBethizy, Jeff Simpson) - Consider Tuolumne River Plan and Environmental Impact Statement comments.

M13-71 **Action:** Authorize Chair's signature on comment letter, revised as discussed.

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

Scott Burns:

- Filling in for Heather deBethizy and Jeff Simpson who are otherwise occupied. This is a comprehensive reflection of these two individuals.
- Staff report highlights the importance of this by including the policies.
- Tried to highlight items that Tourism Commission felt was important.
- Outlined/explained the draft letter included in packet.

Supervisor Stump:

- Generally speaking, the longer the letter it seems the less people pay attention. If this is not true, then the proposed letter is great.

Supervisor Johnston:

- Not sure about the word "note" – should be an actual recommendation.
- Add: to keep the Mountaineer School; it's a small operation. Similar to what Tuolumne letter said.

Supervisor Alpers:

- Agrees, needs to be more insistent.
- The attention to detail on this issue is important for us to show we have policies in regards to the park; demonstrates our commitment. Lays it out clearly.
- The policies are right there; we need to be firm.

Alicia Venno:

- Would the Board like to do an official letter regarding the Merced River plan as well? By the 16th?

LUNCH

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

FINANCE

12a) Property Tax Software Maintenance Contract (Roberta Reed) - Proposed contract with Megabyte Systems, Inc. pertaining to annual maintenance and addendum for web services.

M13-72 **Action:** Approve County entry into proposed contract and authorize

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County Administrative Officer to execute said contract and addendum for web services on behalf of the County.

Alpers moved; Stump seconded

Vote: 4 yes; 1 no: Fesko

Roberta Reed:

- Gave update on Megabyte System.
- This system had capabilities to do what we needed: integrating the Tax Collector, Assessor and Finance Office.
- This is the company that deals with glitches. She explained what the company does, what the contract covers, etc.
- She doesn't anticipate it costing more than \$114,000 but there is extra in case something comes up. It's not to exceed \$130,000.
- All of this will be passed on to Property Tax Admin. fees.
- County ends up paying a percentage of the fees that can't be absorbed.
- This will most likely be the continual upgrade/maintenance fee as we go forward.
- We budgeted \$120,000 last year but didn't spend it; we are "over a barrel". This is the amount the company says it costs to maintain system.
- It's not an option to not have a maintenance agreement. There was one other system when we looked but it wasn't sufficient to meet our needs. We had too many special assessments.
- Amounts come out of the following budgets: Finance 2/3 of cost; Assessor 1/3 of cost. Major part of original cost was conversion of old records.
- She will work with new Finance Director on Board's concerns; this needs to be renewed between now and June 30th.
- Megabyte was the best for us.

Supervisor Stump:

- How much passed along as Property Tax Admin. Fees?
- Is entire cost of upgrade passed to other entities you collect monies from?
- Is this fee going to be typical or future upgrades?
- Would we need this upgrade even without the special districts?
- Which Department contains the line item to pay for this?
- What is time frame?

Supervisor Fesko:

- The cost keeps jumping up each year; history shows it's going to keep rising each year.
- Have we asked for a reduced maintenance rate, in light of poor economic times?
- If we didn't do the maintenance agreement but asked for help when we needed it, what would happen?

Supervisor Johnston:

- He thought the system was \$800,000 - \$1 million when it was purchased.
- We've gotten into a situation where it looks like we don't have any choices. There are many other counties not using this system.
- We need to find a less costly system in future budget cycles.
- Feels we aren't spending our money wisely; we're trapped in spending over \$100,000 each year.

Supervisor Hunt:

- Would this money buy us an in-house person? Or, is there any alternative for us?
- Agrees with Supervisor Johnston that we need to keep our eyes open for other options.

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Supervisor Alpers:

- Where do the dollar amounts come from?

PUBLIC WORKS - SOLID WASTE DIVISION

13a)

Continue Solid Waste Planning Workshop from March 12, 2013 (Tony Dublino) - Continue discussion from the March 12, 2013, Board meeting about the current state of the county's Solid Waste system and related issues, and a look at future alternatives. This item was requested by Supervisor Fesko.

Action: None.

Tony Dublino:

- Handed out alternatives for County Solid Waste System (to be posted on the website).
- Recognizes how important the discussion is. Sounds like potential partial fee increase may be an option.
- As pivotal as what the town is going to do, it all lies down in the disposal category. What the town does, as far as collection, doesn't really affect this board. This is what he was hoping for some direction on.
- He has a whole laundry list of things to bring to Town/County Liaison meeting.
- There is concern about what might happen in the future; he's trying to position the county to minimize potential impacts from town. He may be a bit premature, but some contingency plans would be beneficial. He's not certain he'll come away from any meetings in future months with any set answers.
- Should he continue to work with the town? Or should we create individual contingencies?
- Maybe after more meetings with the town he can then take additional steps forward with options, etc.

Jeff Walters:

- Solid waste not part of the vehicle replacement plan.

Supervisor Johnston:

- How long will equipment last?
- We don't have vehicle replacement program for the landfill?
- When is meeting with Town? Will we get unit costs/time frame from that discussion?
- There are a lot of unknowns at this point.
- Increase parcel fees for everyone? Thinks we'd need some coordination (MOU) with the Town so that fees are addressed both in the county and in the town.
- We need more information.
- When meeting with the town, regarding MRF, all information about this should be public – all numbers, etc.

Supervisor Hunt:

- We have a lot of work left to do on this.
- Believes the idea of "regionalization" is important and will affect what happens now and later.
- Asked how Board felt about the Enterprise Fund?
- We have toolbox of options; once additional research is done.
- He's heard private vs. public a lot today. Both the town and the county should be looking at this for way down the road.

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Supervisor Stump:

- At the moment, not a lot to say without discussion with the Town first.
- Staff needs to investigate what we need to do to level playing field for first and second home owners. Or, recommends small parcel fee increase. Property owners only would get a say on this.
- Need firm answer to who pays for the MRF?
- What is involved in getting rid of partial occupancy waiver?
- He sees a lot of unanswered questions. Staff needs to tell us what will be involved in raising fees? It may not fly.
- If we go with examining parcels that receive partial fee waivers and make any single family home that is capable of supporting year round residents, the fee should be consistent. Would notice only go to those property owners?

Supervisor Fesko:

- Assuming the property owners would agree to an increase, he could agree but it could only be temporary. These monies would need to be dedicated for closure of Benton Crossing.
- In tough economic times, businesses should be involved in discussion. Would be different for businesses/residential.
- We can't increase gate fees even more.
- We need to get out of the garbage business.
- In the long run, what is the goal? Taking into account what will happen with Benton Crossing closure, etc.
- Wants Tony to look again at curbside service.
- Public vs. Private Transfer Station?
- Consolidate Transfer Stations? Not sure that helps.
- Improve Recycling Programs – what does this do?
- Community Dumpsters doesn't work.
- Asked Kevin to work with Tony on getting numbers, etc.

Supervisor Alpers:

- A lot has been brought up; there is still a lot of discussion left to have regarding this issue.

Marshall Rudolph:

- We can't change the Town's fees.
- Stacey Simon would be the person to really research this.
- Does this only relate to an optional thing? Or different types of residences (i.e. condos)?
- All county properties or is there separate vote within jurisdiction on the town?

Stacey Simon:

- Is researching question of response/closure/post-closure costs if Town leaves program?
- Stacey went over procedures for increasing or imposing new Property Related Fees (handout, will be posted on website).
- Went over substantive requirements.
- Final procedural step for most parcel fees is voter approval (following majority protest hearing). Exception to that requirement for refuse collection fees.

Mary Booher:

- She feels the condo issue is an inequity that would need to be addressed.
- She can probably get projections with clean ups (reagarding change in parcel fee) within a month.

Kevin Brown (D&S Waste removal):

- Can't keep raising gate fees; thinks it's wise for the county to get out of the trash

Note

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business eventually.

- Every time fees are raised, all his customers have to pay for it. He believes in a parcel fee increase.
- If you make it mandatory service, make recycling part of it.
- Mono County's tipping fees are in the middle, not the lowest.
- Don't need the town of Mammoth to run your own system.
- Tony does need direction now; it is urgent. We don't need the town to make this work.

ADJOURNMENT 3:54 p.m.

ATTEST:

BYNG HUNT
CHAIR

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

§§§§§

Note

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Proclamation Designating April, 2013 as Child Abuse Prevention Month		

AGENDA DESCRIPTION:

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

April is nationally recognized as Child Abuse Prevention Month. Wild Iris is asking the Board to approve a proclamation designating April, 2013 as Child Abuse Prevention Month in Mono County. This item is being sponsored by Chairman Hunt.

RECOMMENDED ACTION:

Approve Proclamation designating April, 2013 as Child Abuse Prevention Month in Mono County.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Child Abuse Staff](#)

[Child Abuse Proclamation](#)

History

Time	Who	Approval
4/10/2013 12:46 PM	County Administrative Office	Yes
4/10/2013 3:12 PM	County Counsel	Yes
4/10/2013 12:03 PM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538/5534 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk of the Board
lromero@mono.ca.gov

TO: Honorable Board of Supervisors
FROM: Shannon Kendall, Sr. Deputy Clerk
DATE: April 16, 2013

Subject

Proclamation designating the Month of April, 2013 as Child Abuse Prevention Month.

Recommendation

Approve Proclamation.

Discussion

April is nationally recognized as Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence, and is asking the Board of Supervisors to approve an official proclamation to recognize April as Child Abuse Prevention Month. This item is being sponsored by Chairman Hunt.

Fiscal Impact

None.

**A PROCLAMATION OF THE MONO COUNTY
BOARD OF SUPERVISORS
DECLARING APRIL, 2013
AS CHILD ABUSE PREVENTION MONTH**

WHEREAS, the public cares deeply about child abuse, and a majority report that child abuse is a very important moral issue to them; and

WHEREAS, preventing child abuse and neglect is a community issue that depends on involvement among people throughout Mono County; and

WHEREAS, child abuse and neglect not only directly harm children, but also increase the likelihood of long-term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior; and

WHEREAS, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, child abuse and neglect can be reduced in Mono County by making sure each family has the support they need in raising their children in a safe, nurturing environment; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, Wild Iris has set an important example of how forging collaborative relationships among service agencies and organizations serves to improve the quality of service for those profoundly and directly affected by child abuse, thus providing a model for how the rest of the community might work together to speak out and find solutions to end child abuse; and

WHEREAS, Wild Iris requests public support and assistance as it continues its effort to bring real hope for ending child abuse in Mono County and creating a future where all children can live free from abuse.

NOW, THEREFORE, BE IT PROCLAIMED that the Mono County Board of Supervisors designate the month of April, 2013 as Child Abuse Prevention Month and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening the communities in which we live. APPROVED AND ADOPTED this 16th day of April, 2013, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Tim Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Proclamation Designating April, 2013 as Sexual Assault Awareness Month		

AGENDA DESCRIPTION:

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

April is nationally recognized as Sexual Assault Awareness Month. Wild Iris is asking the Board to designate April, 2013 as Sexual Assault Awareness month in Mono County.

RECOMMENDED ACTION:

Approve Proclamation designating April, 2013 as Sexual Assault Awareness Month in Mono County.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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- [Sexual Assault Staff](#)
- [Sexual Assault Proclamation](#)

History

Time	Who	Approval
4/10/2013 12:46 PM	County Administrative Office	Yes
4/10/2013 3:13 PM	County Counsel	Yes
4/10/2013 12:04 PM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538/5534 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk of the Board
lromero@mono.ca.gov

TO: Honorable Board of Supervisors
FROM: Shannon Kendall, Sr. Deputy Clerk
DATE: April 16, 2013

Subject

Proclamation designating the Month of April, 2013 as Sexual Assault Awareness Month.

Recommendation

Approve Proclamation.

Discussion

April is nationally recognized as Sexual Assault Awareness Month. Wild Iris is asking for county-wide participation to prevent sexual violence, and is asking the Board of Supervisors to approve an official proclamation to recognize April as Sexual Assault Awareness Month. This item is being sponsored by Chairman Hunt.

Fiscal Impact

None.

**PROCLAMATION BY THE MONO COUNTY BOARD OF SUPERVISORS
DESIGNATING APRIL, 2013
AS SEXUAL ASSAULT AWARENESS MONTH**

WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of Mono County; and

WHEREAS, rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in six women and one in thirty-three men will have experienced sexual assault in their lifetime; and

WHEREAS, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

WHEREAS, staff and volunteers of anti-violence programs at Wild Iris encourage every person to speak out when witnessing acts of violence however small; and

WHEREAS, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in Mono County through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

WHEREAS, Wild Iris strongly supports the efforts of national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

NOW THEREFORE, BE IT PROCLAIMED that the Mono County Board of Supervisors designate the month of April, 2013 as Sexual Assault Awareness Month and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in efforts to support victims and families, thereby preventing sexual assault and strengthening the communities in which we live. APPROVED AND ADOPTED this 16th day of April, 2013, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Tim Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Appoint Mono County Representatives to the Trindel Insurance Fund and the CSAC-EIA Board of Directors		

AGENDA DESCRIPTION:

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

Appointment of Mono County representatives to the Trindel Insurance Fund Board of Directors and the CSAC-EIA Board of Directors, effective April 16, 2013, as required by the JPA's already in place.

RECOMMENDED ACTION:

Authorize appointment of Mono County representatives to the Trindel Insurance Fund Board of Directors and the CSAC-EIA Board of Directors, effective April 16, 2013; the County Administrative Officer as Board Member and the Director of Human Resources/Risk Management as Alternate Board Member.

FISCAL IMPACT:

None.

CONTACT NAME: Sarah Messerlian

PHONE/EMAIL: x5405 / smesserlian@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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[CSAC Triindell staff](#)

History

Time	Who	Approval
3/15/2013 4:29 PM	County Administrative Office	Yes
4/10/2013 1:07 PM	County Counsel	Yes
3/21/2013 4:51 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Lynda Salcido
Acting County Administrative Officer

April 16, 2013

Honorable Chair and Members of the Board of Supervisors

SUBJECT

Authorize appointment of Mono County representatives to the Trindel Insurance Fund Board of Directors and the CSAC-EIA Board of Directors effective April 16, 2013.

RECOMMENDATION

Authorize appointment of Mono County representatives to the Trindel Insurance Fund Board of Directors and the CSAC-EIA Board of Directors effective April 16, 2013; the County Administrative Officer, Board Member and the Director of Human Resources/Risk Management, Alternate Board Member.

FISCAL IMPACT

None at this time.

DISCUSSION

The Trindel Insurance Fund is a Joint Powers Authority (JPA) of which the County is a member. The Joint Powers Agreement creating the Trindel Insurance Fund requires that there be a board member and an alternate board member from each member county.

Article VII of the Joint Powers Agreement requires that a Board member or alternate “shall be either a member of the Board of Supervisors, a department head, or a staff member responsible for risk management.”

The CSAC Excess Insurance Authority (EIA) is a Joint Powers Authority of which the County is a member. The EIA was established to provide pooled and group purchase of insurance and risk management services to counties.

The Board of Directors of the EIA is comprised of one primary representative and an alternate from each member county. The Board of Directors establishes policy and governs the operations of the EIA. The CSAC-EIA requires that the “representative and alternate be either a member of the Board of Supervisors, other county official or staff person of the member county.”



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Appointment of Deborah Preschutti to the CSA #1 Board		

AGENDA DESCRIPTION:

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

At a recent CSA #1 Board meeting, a motion was made to recommend that Deborah Preschutti be appointed to fill a vacancy on this Board created by the resignation of Robert Matthiessen. This term will expire November 30, 2015.

RECOMMENDED ACTION:

Appoint Deborah Preschutti to the CSA #1 Board, filling a vacancy created by a resignation of a member. This term will expire on November 30, 2015.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[CSA Staff](#)

[CSA 1 Memo to Board](#)

History

Time	Who	Approval
4/1/2013 7:54 AM	County Administrative Office	Yes
4/10/2013 3:08 PM	County Counsel	Yes
4/2/2013 10:11 AM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538/5534 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk of the Board
lromero@mono.ca.gov

TO: Honorable Board of Supervisors
FROM: Shannon Kendall, Sr. Deputy Clerk
DATE: April 16, 2013

Subject

Appointment of Deborah Preschutti to the CSA #1 Board.

Recommendation

Appoint Deborah Preschutti to the CSA #1 Board, filling a vacancy created by the resignation of Robert Matthiessen. This term will expire November 30, 2015.

Discussion

At a recent Board meeting of the Mono County Service Area No. 1, a motion was made to recommend Deborah Preschutti for appointment to the Board to fill the vacancy created by the resignation of Robert Matthiessen. This is an unexpired term that will run until November 30, 2015.

Fiscal Impact

None.

Mono County Service Area No. 1
PO Box 3861
Mammoth Lakes, CA 93546

March 27, 2013

Lynda Roberts
Mono County Clerk-Recorder
Bridgeport, CA 93517

At the regular Board meeting of the Mono County Service Area No. 1 Board of Directors, held March 26, 2013 a motion was made by Board member Lynda Salcido, and seconded by Board member John Connolly, to recommend Deborah Preschutti for appointment to the CSA1 Board to fill the vacancy created by the resignation of Robert Matthiessen. The motion was passed with all current Board members voting in favor. Deborah is a past Board member and wishes to rejoin the efforts of the CSA1 Board of Directors.

Please request that this appointment be placed on the next available Board of Supervisors agenda.

Thank you,

Marianne O'Connor
Secretary of the Board



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2013 **DEPARTMENT** County Counsel
ADDITIONAL DEPARTMENTS
TIME REQUIRED
SUBJECT Approve Mammoth Community Water District's Amended Conflict of Interest Code **PERSONS APPEARING BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

The Political Reform Act, Gov. Code sections 81000, et seq. requires public agencies to conduct a biennial review and update of their conflict of interest codes. As such, the Mammoth Community Water District has amended its Conflict of Interest Code by Ordinance No. 10-18-12-12 and seeks approval of its new Conflict of Interest Code by the Mono County Board of Supervisors, its code-reviewing body.

RECOMMENDED ACTION:

Approve the Mammoth Community Water District's Conflict of Interest Code, as amended by Mammoth Community Water District Ordinance No. 10-18-12-12.

FISCAL IMPACT:

None.

CONTACT NAME: Tara McKenzie

PHONE/EMAIL: 760-924-1706 / tmckenzie@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:

Tara McKenzie, Office of the County Counsel

Linda Jermain, Executive Assistant
Mammoth Community Water District
P.O. Box 237
Bridgeport, CA 93517

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Mammoth Community Water District Ordinance and Conflict of Interest Code](#)

History

Time	Who	Approval
3/27/2013 8:58 PM	County Administrative Office	Yes
4/11/2013 9:08 AM	County Counsel	Yes
4/2/2013 10:12 AM	Finance	Yes

ORDINANCE NO. 10-18-12-12

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE
MAMMOTH COMMUNITY WATER DISTRICT
AMENDING CHAPTER 6 OF THE DISTRICT CODE RELATING
TO THE DISTRICT'S CONFLICT OF INTEREST CODE**

BE IT ORDAINED by the Board of Directors of the Mammoth Community Water District as follows:

SECTION ONE:

The first page of Chapter 6 of the Mammoth Community Water District Code respecting the District Conflict of Interest Code is hereby amended to read:

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of the standard conflict of interest code. Section 18730 is attached hereto as Appendix A. Section 18730 can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Pursuant to Ordinance No. 11-19-92-25 of the Board of Directors of the Mammoth Community Water District, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix B in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the Mammoth Community Water District.

Pursuant to Section 4 of the standard code, designated employees shall file statements of economic interests with the District. Upon receipt of the statements of the Mammoth Community Water District Board members, General Manager, Finance Department Manager, District Engineer, Human Resource Manager, Operations Superintendent, Maintenance Superintendent, Executive Assistant, Environmental Specialist/Public Affairs, Purchasing Agent, District Counsel, and Consultants, the District shall make and retain a copy and forward the original of these statements to the County of Mono.

SECTION TWO:

Appendix B to the District's Conflict of Interest Code is amended as attached hereto.

SECTION THREE:

To the extent the terms and conditions of this Ordinance may be inconsistent or in conflict with the terms or provisions of any prior District ordinances, resolutions, rules, or regulations, the terms of this Ordinance shall prevail with respect to the terms or provisions thereof and such inconsistent or conflicting terms or provisions of prior ordinances, resolutions, rules, or regulations are hereby repealed.

SECTION FOUR:

This Ordinance shall be in full force and effect upon Mono County Board of Supervisors' approval of the District's amended Conflict of Interest Code, and shall be published not less than once in a newspaper of general circulation published in the District within ten (10) days after adoption.

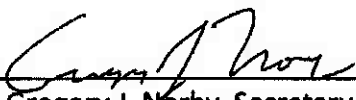
PASSED AND ADOPTED by the Board of Directors of the Mammoth Community Water District, County of Mono, State of California, this 18th day of October 2012, at a regular meeting of the Board by the following vote:

AYES: Directors Alper, Cage, Domaille, Henderson and Smith
NOES: None
ABSENT: None
ABSTAIN: None

MAMMOTH COMMUNITY WATER DISTRICT

By: 
Thomas R. Smith, President
Board of Directors

ATTEST:

By: 
Gregory J. Norby, Secretary
Board of Directors

CHAPTER 6

CONFLICT OF INTEREST CODE FOR MAMMOTH COMMUNITY WATER DISTRICT

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of the standard conflict of interest code. Section 18730 is attached hereto as Appendix A. Section 18730 can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Pursuant to Ordinance No. 11-19-92-25 of the Board of Directors of the Mammoth Community Water District, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix B in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the Mammoth Community Water District.

Pursuant to Section 4 of the standard code, designated employees shall file statements of economic interests with the District. Upon receipt of the statements of the Mammoth Community Water District Board members, General Manager, Finance Department Manager, District Engineer, Human Resource Manager, Operations Superintendent, Maintenance Superintendent, Executive Assistant, Environmental Specialist/Public Affairs, Purchasing Agent, District Counsel, and Consultants, the District shall make and retain a copy and forward the original of these statements to the County of Mono. {Amended by Ordinance No. 04-17-08-09, effective 5/17/2008 l}

APPENDIX A

(REGULATIONS OF THE Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict-of-interest code within the meaning of Section 87300 or the amendment of a conflict-of-interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict-of-interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict-of-interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict-of-interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict-of-interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict-of-interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict-of-interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly

acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$420.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$420 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or

other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person

making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹Designated employees who are required to file statements of economic interests under any other agency's conflict-of-interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

²See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).
21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).
24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).
25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

2 CCR § 18730, 2 ← CA ADC § 18730 →

This database is current through 9/28/12 Register 2012, No. 39

END OF DOCUMENT

APPENDIX B

MAMMOTH COMMUNITY WATER DISTRICT CONFLICT OF INTEREST CODE APPENDIX OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

I. Designated Positions.¹ The positions listed below include those persons who are deemed to make, or participate in the making of, decisions which may foreseeably have a material effect on any financial interest. The persons holding the designated positions listed shall disclose interests and investments in accordance with the corresponding disclosure categories, which are defined below.

<u>Designated Positions</u>	<u>Disclosure Category</u>
District Engineer	1, 2, 3
Human Resources Manager	1, 2, 3
Executive Assistant	1, 2, 3
Purchasing Agent	3
Operations Superintendent	1, 2, 3
Maintenance Superintendent	1, 2, 3
Environmental Specialist/Public Affairs	1, 2, 3
District Counsel	1, 2, 3
Consultants ²	1, 2, 3

¹ **Officials Who Manage Public Investments:** It has been determined that the following positions manage public investments of the District (within the meaning of Govt. Code Sec. 87200) and persons holding these positions must file FPPC Form 700 pursuant to the State Political Reform Act instead of the District's conflict of interest code: Members of Board of Directors, General Manager, and Finance Manager. Therefore, these positions were deleted from the District's conflict of interest code appendix of designated positions.

² **Consultants:** "Consultant" means an individual who, pursuant to a contract with the District, either: (A) Makes a governmental decision whether to – (1) approve a rate, rule, or regulation; (2) adopt or enforce a law; (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; (4) authorize the District to enter into, modify, or renew a contract provided it is the type of contract that requires District approval; (5) grant District approval to a contract that requires District approval and to which the District is a party, or to the specifications for such a contract; (6) grant District approval to a plan, design, report, study, or similar item; or (7) adopt or grant District approval of policies, standards, or guidelines for the

District, or for any subdivision thereof; or (B) Serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in California Code of Regulations, title 2, section 18702.2 or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's conflict of interest code. (California Code of Regulations, title 2, section 18701(a)(2).)

"Consultants" are included in the list of designated positions and must disclose interests and investments in accordance with the broadest disclosure category in the District's conflict of interest code, subject to the following limitation: The General Manager may determine in writing that a particular consultant, although a "consultant" and "designated position," nevertheless is hired or retained to perform a range of duties that is limited in scope and therefore is not required to fully comply with the disclosure requirements described in this section. The General Manager's written determination shall include a description of the consultant's duties, and, based on that description, a statement of the extent of disclosure requirements. The written determination is a public record and shall be retained for public inspection in the same manner and location as the District's conflict of interest code.

II. Disclosure Categories

1. Investments, business positions, and income from sources located in or doing business within the District. This disclosure category is not applicable to investments with a fair market value of less than \$2000.

2. Interests in real property located in the District, including but not limited to property located within a two mile radius of any property owned or used by the District. This disclosure category is not applicable to the person's principal residence or real property interests with a fair market value of less than \$2,000.

3. Investments and business positions in business entities, and sources of income, which provide services, supplies, materials, machinery or equipment of the type utilized by the District.

{Res. 11-16-94-36, Res. 08-19-04-15 lj}
{Amended by Res. 03-16-06-05 – lj}



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS	Public Works		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Proposed SCE Easement For Digital 395		

AGENDA DESCRIPTION:

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

Proposed resolution approving an agreement to convey an easement to Southern California Edison for crossing certain County-owned property.

RECOMMENDED ACTION:

Adopt proposed resolution #R13-_____, approving an agreement to convey an easement to Southern California Edison for crossing certain County-owned property. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: John-Carl Vallejo

PHONE/EMAIL: 760.924.1700 / jvallejo@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:

County Counsel. Public Works. Digital 395 Coordinator.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Easement Agreement](#)
- [Resolution](#)

History

Time	Who	Approval
4/2/2013 1:21 PM	County Administrative Office	Yes
4/10/2013 12:57 PM	County Counsel	Yes
4/3/2013 1:00 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Michelle Robinson

TO: Board of Supervisors
FROM: John-Carl Vallejo
DATE: 04/16/2013
RE: SCE Request For An Easement

Recommendation:

Adopt resolution accepting proposed easement agreement. Provide any desired direction to staff.

Fiscal/Mandates Impact:

None.

Discussion:

Southern California Edison is requesting that the County grant it an easement in order to complete an electrical tie-in to a Digital 395 facility. This is in conjunction with SCE's request for an encroachment permit for the same purpose (not before the Board), but since the expected path of the power line will deviate from a County right-of-way and onto a County-owned parcel of land, an easement is contemplated. A copy of the easement agreement is attached to this agenda item.

If you have any questions regarding this item, please call me at 760.924.1712.

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF
EASEMENT**

<u>DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)</u>		DISTRICT Bishop	WORK ORDER TD616351	IDENTITY n/a	MAP SIZE n/a
SCE Company		FIM 640-2364-2	APPROVED: REAL PROPERTIES	BY SLS/GB	DATE 03/19/2013
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 008-080-007			

COUNTY OF MONO, a political subdivision of the State of California (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Mono, State of California, described as follows:

A 15.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, SAID PORTION IS MORE PARTICULARLY SHOWN AS "PROPOSED HOSPITAL SITE" ON A RECORD OF SURVEY FILED IN BOOK 2, PAGE 26 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE NORTHERLY LINE OF SAID STRIP OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PORTION SHOWN AS "PROPOSED HOSPITAL SITE" ON SAID RECORD OF SURVEY; THENCE ALONG THE NORTHERLY LINE OF SAID PORTION, NORTH 82°07'00" EAST 50.00 FEET.

THE SOUTHERLY LINE OF SAID STRIP IS TO BE PROLONGED TO TERMINATE WESTERLY IN THE WESTERLY LINE OF SAID PORTION.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

In consideration for the COUNTY OF MONO, a political subdivision of the State of California (hereinafter referred to as "County", granting SOUTHERN CALIFORNIA EDISON COMPANY, a corporation (hereinafter referred to as "SCE") the easement (hereinafter referred to as "Easement"), SCE agrees to the following:

1. GENERAL PROVISIONS

- A. **Purpose:** The purpose of the Easement is to allow SCE to provide electrical power to a California Broadband Cooperative, Inc. ("CBC") owned Digital 395 facility on or about the land subject to the Easement.
- B. **Term:** The Grantee, by the acceptance of this instrument, agrees that in the event the electric service for which said systems are constructed is ordered discontinued, and the Grantee is not required by any law, rule or regulation of any governmental authority to furnish electric service or electric energy from said systems, Grantee will, at its election, remove and/or abandon in place, in whole or in part, said systems within 120 days after the receipt from the Grantor of a notice in writing of the discontinuance of service and requesting removal and/or abandonment of said systems, and subsequent to such removal and/or abandonment shall quitclaim to Grantor all rights acquired under this Grant of Easement.
- C. **Responsible Party:** No party other than SCE or SCE's duly retained and authorized contractor is authorized to work on the land subject to the Easement.
- D. **Notice Prior to Starting Work:** Unless due to an emergency, SCE shall notify the Department of Public Works at least 48 hours prior to the initial start of any work by SCE or its duly retained and license contractors, on the land subject to the Easement.
- E. **Permits From Other Agencies:** SCE shall, whenever the same is required by law, secure the written order or consent to any work hereunder from the Public Utilities Commission of the State of California, CAL-OSHA, or any other public agency having jurisdiction, prior to the initial start of any work on the land subject to the Easement.
- F. **Protection of Traffic:** Adequate provisions shall be made for the protection of traveling public that may be affected by any work on the land subject to the Easement. Warning signs, lights, and other safety devices and measures required for public safety shall comply with the requirements of Section 21401 of the Vehicle Code and any sign manual issued by the California Department of Transportation. Nothing in this Agreement is intended to impose on SCE a different or higher standard of care than that otherwise required by law.
- G. **Clean Up:** Upon completion of the work, or as otherwise directed by the Department of Public Works, all debris, brush, timber, scraps, construction material, etc. shall be entirely removed from County property, which shall be left in as a presentable condition as existed before work started.
- H. **Standards of Construction:** Unless otherwise pre-empted by law, all work performed on County owned property shall conform to the requirements of the Department of Public Works, and is subject to inspection and approval by an authorized representative from the Department of Public Works.
- I. **Expense of Inspection:** SCE shall pay the actual and reasonable cost of inspection as may be required herein.
- J. **Making Repairs:** In every case, SCE shall be responsible for restoring to its former condition any portion of County property which has been excavated or otherwise disturbed except where the Department of Public Works elects to make repairs. If the County property is not restored as provided herein and County undertakes to make the repairs, or if the Department of Public Works elects to make repairs, SCE agrees to bear the cost liability related thereto.
- K. **Maintenance:** SCE agrees to exercise reasonable care to properly maintain the land subject to the Easement and to exercise reasonable care in inspection of, and immediate repair of, any portion of County property subject to the Easement which is damaged as a result of the construction or maintenance completed under the Easement. Such inspection and repair shall apply to any and all injury to County property which would not have occurred had such work not been done.
- L. **Sedimentation and Erosion Control:** SCE shall ensure that no sediment or erosion shall impact adjoining County property interests during construction. Areas disturbed as a result of work conducted under the Easement shall be stabilized against future erosion by a method approved by the Department of Public Works.

2. INSURANCE

SCE may satisfy the insurance requirements below through a policy of self-insurance.

A. General Liability

SCE shall procure, and maintain for all relevant times, a policy of general liability insurance which covers all the services and work to be performed by SCE, and/or its duly retained and licensed contractors, on or about the property subject to the Easement. Such policy shall have a per occurrence combined single limit coverage of not less than one million dollars (\$1,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by SCE, and/or its duly retained and licensed contractors, related to the Easement. 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 rating of "A" or "A_+". Prior to commencing any work related to the Easement, SCE shall provide the County: 1.) a certificate of insurance documenting evidence of the required coverage; 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 30 days' written notice to the County.

B. Business Vehicle

SCE shall procure and maintain in force for all times relevant to work being performed on or about the property subject to the Easement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all SCE-owned, non-owned, and hired vehicles employed by SCE in the performance of the services and work related to the Easement. A certificate of insurance shall be provided to the County by SCE prior to commencing any work on or about the property subject to the Easement. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon 30 days' prior written notice to the County.

C. Pollution Liability

SCE shall purchase and thereafter maintain Pollution Liability insurance of not less than one million dollars (\$1,000,000) each occurrence / two million dollars (\$2,000,000) policy aggregate covering liability arising from the sudden and accidental release of pollution.

D. Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared by SCE and must be approved by the County prior to SCE commencing services and work on or about the property subject to the Easement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers, or SCE shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Subcontractors

SCE shall include all subcontractors as insured's under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein for SCE.

F. Unemployment, Disability, and Liability Insurance.

SCE shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by SCE in performing work on or about the property subject to the Easement.

3. DEFENSE AND INDEMNIFICATION

SCE shall defend, indemnify, and hold harmless the 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, work performed on or about the property subject to the Easement, by SCE, or SCE's agents, officers, employees, contractors, or subcontractors. SCE'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. SCE's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part by any act or omission of SCE, its agents, employees, suppliers or anyone directly or indirectly employed by any of them, or anyone for whose acts or omission any of them may be liable.

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

This provision shall survive the life of the contract and remain in effect to meet the intent of this paragraph.

In Witness Whereof, the County and SCE have executed this Easement on the _____ day of _____, 20__.

GRANTOR

APPROVED TO AS FORM
State of California

COUNTY OF MONO, a political subdivision of the

County Counsel

Signature

Print Name

Title

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Dino J. LaBanca,
Real Properties Department

Date _____

State of California)
)
County of _____)

On _____ before me, _____, notary public,
(here insert name)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

State of California)
)
County of _____)

On _____ before me, _____, notary public,
(here insert name)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)



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RESOLUTION NO. R13-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN AGREEMENT
TO CONVEY AN EASEMENT TO SCE FOR
CROSSING CERTAIN COUNTY-OWNED PROPERTY**

WHEREAS, Government Code section 25526.6 authorizes the County to grant an easement to a public utility corporation for use of County real property in the manner and on such terms and conditions as the Board determines, upon a finding by the Board that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County; and

WHEREAS, County is willing to grant certain easements to SCE crossing certain County-owned property on Twin Lakes Road (County Rd. #4012) in Bridgeport, CA (APN: 008-080-007) for the purpose of completing an electrical tie-in to a California Broadband Cooperative (i.e. Praxis) owned Digital 395 facility located at 203 Twin Lakes Road, pursuant to the proposed Agreement & Easement Deed, which are attached hereto as Exhibit 1, and incorporated herein by this reference; and

WHEREAS, the electrical tie-in is within the scope of the Digital 395 Project as originally analyzed under the California Environmental Quality Act (CEQA) by the California Public Utilities Commission (CPUC) as the lead agency, and by the federal Department of Commerce's National Telecommunications and Information Administration (NTIA) as lead agency under the National Environmental Policy Act (NEPA), which agencies jointly prepared an Environmental Assessment / Initial Study, which is incorporated herein by this reference; and

WHEREAS, on November 10, 2011, the CPUC approved a Mitigated Negative Declaration for the Digital 395 Project, which is incorporated herein by this reference; and

WHEREAS, the County is a responsible agency under CEQA for the Digital 395 Project and has already duly considered the analysis of environmental impacts and the Mitigated Negative Declaration prepared by the CPUC under CEQA (see 14 Cal. Code of Regs § 15096);

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors as follows:

SECTION ONE: Pursuant to Government Code section 25526.6, the Board finds that the conveyances of easements in County real property contained in the proposed Agreement & Easement Deed are in the public interest and that those conveyances will not substantially conflict or interfere with use of that property by the County.

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Additional Emergency Standby Officials		

AGENDA DESCRIPTION:

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

Presentation of additional nominations for emergency standby officials.

RECOMMENDED ACTION:

Appoint Phil West to the second option for acting as the Sheriff-Coroner, Jeff Beard to the third option for acting as the Sheriff-Coroner, Jeff Walters as the first option for acting as the Director of Public Works, Garrett Higerd as the second option for acting as the Director of Public Works, Lynda Salcido as the first option for acting as the CAO, and Scott Burns for the second option for acting as the CAO, (as highlighted on the Emergency Standby Official List attached to the agenda item,) in the event of an emergency requiring Emergency Standby Officials, and direct the Director of the Office of Emergency Services to aid in the investigation of the appointees, as appropriate, to ensure they are fit for said positions.

FISCAL IMPACT:

None.

CONTACT NAME: John-Carl Vallejo

PHONE/EMAIL: 760.924.1700 / jvallejo@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:
CAO. County Counsel.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time	Who	Approval
4/1/2013 11:43 AM	County Administrative Office	Yes
4/10/2013 2:09 PM	County Counsel	Yes
4/2/2013 10:10 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: John-Carl Vallejo

DATE: 04/16/2013

RE: Appointment of standby officials.

Recommendation:

Consider additional nominations and appoint standby officials to serve as members of the Board of Supervisors and key County positions in the event of a disaster where a Board Member or key County officer is unavailable as a result of the disaster. Direct the Sheriff, as Director of the Office of Emergency Services, to aid in the investigation of the nominees.¹

Fiscal/Mandates Impact: None.

Discussion:

As considered at the 01/22/2013 Board meeting, the County began updating its list of emergency standby officials. Since that time, County staff has made the remainder of their nominations for the appointment of emergency standby officials. Also since that time, Rita Sherman, who the Board earlier appointed to be an emergency standby official for the CAO and Director of Public Works positions, retired from her service with Mono County. The Board may want to revisit those positions. The attached list includes the new nominations as well as a suggested change for the CAO and Public Works positions.

¹ Government Code § 8639 sets forth as follows: “[t]he qualifications of each standby officer should be carefully investigated, and the governing body may request the Secretary of Emergency Management to aid in the investigation of any prospective appointee. No examination or investigation shall be made without the consent of the prospective appointee. Consideration shall be given to places of residence and work, so that for each office for which standby officers are appointed there shall be the greatest probability of survivorship. Standby officers may be residents or officers of a political subdivision other than that to which they are appointed as standby officers.

After a sufficient background check for all nominees has been performed, the oaths of office for the additional nominations for elected positions will be administered by the Clerk's Office at the convenience of those emergency standby officials.

If you have any questions regarding this item, please call me at 760.924.1700.

POSITION	#1	#2	#3
Supervisor District 1	Tom Farnetti	NONE	NONE
Supervisor District 2	Roger B Thompson	Dale Schmidt	NONE
Supervisor District 3	Timothy Hansen	NONE	NONE
Supervisor District 4	Jerry Spindler	Rose Murray	NONE
Supervisor District 5	Don Sage Neil McCarroll	Norman Anthony Taylor	Neil McCarroll
Sheriff-Coroner	Robert Weber	Phil West	Jeff Beard
County Health Director	Hillary Bayliss	Rick Johnson	Sandra Pearce
Director of Public Works	Jeff Walters	Garrett Higerd	NONE
District Attorney	Todd Graham	NONE	NONE
County Counsel	Stacey Simon	NONE	NONE
County Clerk	Linda Romero	Shannon Kendall	Renn Nolan
Director of Social Services	Suzanne West	Marlo Preis	NONE
CAO	Lynda Salcido	Scott Burns	NONE



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	Kathy Peterson, Social Services
SUBJECT	Notice of Intent to Ensure Continued Use of Child Abuse Prevention Funds in Accordance with State and Federal Law		

AGENDA DESCRIPTION:

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

The current Notice of Intent (NOI) for Mono County's 2010-2013 Child Welfare and Juvenile Probation Systems improvement Plan (SIP) expires on June 09, 2013. The next Board of Supervisors approved SIP is due on December 11, 2013. In order to continue to expend CAPIT/CBCAP/PSSF funds, Mono County must have a current NOI on file with the Office of Child Abuse Prevention. As such, Mono County needs to submit a new NOI in order to expend the CAPIT/CBCAP/PSSF funds during the lapse of time between the current SIP period plan end date (June 09, 2013) and the new 5-year SIP period plan begin date (December 11, 2013).

RECOMMENDED ACTION:

Authorize the Chair of the Board of Supervisors to approve the Notice of Intent to ensure the Office of Child Abuse Prevention that the CAPIT/CBCAP/PSSF child abuse prevention funds will continue to be used in accordance with state and federal statute, and identify the Department of Social Services as the BOS designated public agency to continue to administer the CAPIT and CBCAP funds, for the period of June 10, 2013 through December 11, 2013.

FISCAL IMPACT:

None. CAPIT services are funded 100% by State funds. CBCAP and PSSF services are funded 100% by Federal funds.

CONTACT NAME: Kathy Peterson

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, Dept of Social Services, Mammoth

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[📄 NOI OCAP Funds Agenda Cover Memo](#)

[📄 Exh A Notice of Intent](#)

History	Time	Who	Approval
4/1/2013 11:10 AM	County Administrative Office	Yes	
4/10/2013 3:11 PM	County Counsel	Yes	
4/2/2013 10:13 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
Director

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

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



To: Honorable Board of Supervisors

From: Kathy Peterson, Social Services Director 

Date: April 16, 2013

Re: Notice of Intent to ensure continued use of child abuse prevention funds in accordance with state and federal law.

Recommended Action:

Authorize the Chair of the Board of Supervisors to approve the Notice of Intent to ensure the Office of Child Abuse Prevention that the CAPIT/CBCAP/PSSF child abuse prevention funds will continue to be used in accordance with state and federal statute, and identify the Department of Social Services as the BOS designated public agency to continue to administer the CAPIT and CBCAP funds, for the period of June 10, 2013 through December 11, 2013.

Fiscal Impact:

None. CAPIT services are funded 100% by State funds. CBCAP and PSSF services are funded 100% by Federal funds.

Discussion:

The current Notice of Intent (NOI) for Mono County's 2010-2013 Child Welfare and Juvenile Probation Systems improvement Plan (SIP) expires on June 09, 2013. The next Board of Supervisors approved SIP is due on December 11, 2013. In order to continue to expend CAPIT/CBCAP/PSSF funds, Mono County must have a current NOI on file with the Office of Child Abuse Prevention. As such, Mono County needs to submit a new NOI in order to expend the CAPIT/CBCAP/PSSF funds during the lapse of time between the current SIP period plan end date (June 09, 2013) and the new 5-year SIP period plan begin date (December 11, 2013). Our NOI period of plan dates will be from June 10, 2013 to December 11, 2013.

The NOI provides the assurances to the Office of Child Abuse Prevention (OCAP) that the Child Abuse Prevention Intervention (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) funds will continue to be used as outlined in state and federal statute and identifies the county BOS designated public agency to administer CAPIT and CBCAP funds. The Department of Social Services is required to distribute and account for PSSF program funds allocated to the county.

The NOI also notifies the OCAP whether the county intends to contract, or subcontract for the provision of services in accordance with Welfare and Institutions Code (W&I Code Section 18962(a) (2)). The Department of Social Services administers the CAPIT and CBCAP funds on behalf of the County, and currently contracts with Wild Iris and First 5 Mono County to provide community based child abuse prevention and intervention services under these funding sources.

The proposed Notice of Intent is attached as Exhibit A.

APPENDIX X: BOS NOTICE OF INTENT

THIS FORM SERVES AS NOTIFICATION OF THE COUNTY'S INTENT TO MEET ASSURANCES FOR THE CAPIT/CBCAP/PSSF PROGRAMS.

**CAPIT/CBCAP/PSSF PROGRAM FUNDING ASSURANCES
FOR MONO COUNTY**

PERIOD OF PLAN: 06/10/13 THROUGH 12/11/13

DESIGNATION OF ADMINISTRATION OF FUNDS

The County Board of Supervisors designates **Mono County Department of Social Services** as the public agency to administer CAPIT and CBCAP.

W&I Code Section 16602 (b) requires that the local Welfare Department administer the PSSF funds. The County Board of Supervisors designates **Mono County Department of Social Services** as the local welfare department to administer PSSF.

FUNDING ASSURANCES

The undersigned assures that the Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) funds will be used as outlined in state and federal statute¹:

- Funding will be used to supplement, but not supplant, existing child welfare services;
- Funds will be expended by the county in a manner that will maximize eligibility for federal financial participation;
- The designated public agency to administer the CAPIT/CBCAP/PSSF funds will provide to the OCAP all information necessary to meet federal reporting mandates;
- Approval will be obtained from the California Department of Social Services (CDSS), Office of Child Abuse Prevention (OCAP) prior to modifying the service provision plan for CAPIT, CBCAP and/or PSSF funds to avoid any potential disallowances;
- Compliance with federal requirements to ensure that anyone who has or will be awarded funds has not been excluded from receiving Federal contracts, certain subcontracts, certain Federal financial and nonfinancial assistance or benefits as specified at <http://www.epls.gov/>.

In order to continue to receive funding, please sign and return the Notice of Intent with the County's System Improvement Plan to:

California Department of Social Services
Office of Child Abuse Prevention
744 P Street, MS 8-11-82
Sacramento, California 95814

County Board of Supervisors Authorized Signature	Date
Print Name	Title

¹ Fact Sheets for the CAPIT, CBCAP and PSSF Programs outlining state and federal requirements can be found at: <http://www.dss.cahwnet.gov/cfsweb/PG2287.htm>



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Roberts employment contract amendment		

AGENDA DESCRIPTION:

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

Amendment to Agreement re Employment of Lynda Roberts. The amendment would simply extend the term of the current agreement through June 30, 2013.

RECOMMENDED ACTION:

Adopt Resolution No. R13-___, A Resolution of the Mono County Board of Supervisors Approving an Agreement and First Amendment to the Agreement re Employment of Lynda Roberts.

FISCAL IMPACT:

None.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: (760) 924-1707 / mrudolph@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

- [Roberts amendment staff report](#)
- [Roberts resolution](#)
- [Roberts contract amendment](#)

History

Time	Who	Approval
4/10/2013 12:47 PM	County Administrative Office	Yes
4/10/2013 3:16 PM	County Counsel	Yes
4/10/2013 11:29 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: April 16, 2013

RE: Resolution approving Agreement and First Amendment to Agreement re
Employment of Lynda Roberts

Recommendation:

Adopt proposed resolution.

Fiscal/Mandates Impact:

None.

Discussion:

The proposed agreement and first amendment is self-explanatory and would effectuate an extension of Ms. Roberts' current contract until June 30, 2013.

Please contact me with any questions or comments.



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RESOLUTION NO. R13-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT AND FIRST AMENDMENT TO AGREEMENT RE EMPLOYMENT OF LYNDA ROBERTS

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 and First Amendment to Agreement re Employment of Lynda Roberts, 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 amended Agreement are hereby prescribed and shall govern the employment of Ms. Roberts. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT
OF LYNDA ROBERTS**

This Agreement and First Amendment is entered into this 16th day of April, 2013, by and between Lynda Roberts and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Lynda Roberts.

I. RECITALS

- A. The County currently employs Lynda Roberts in accordance with an employment agreement entered into on or about May 4, 2010, which would expire on May 3, 2013 (referred to herein as "the Agreement").
- B. The parties wish to amend the Agreement to extend the Agreement's expiration date until June 30, 2013.

II. AGREEMENT

NOW, THEREFORE, the parties agree as follows:

- 1. The first sentence of Section 1 of the Agreement is amended to read as follows: "The term of this Agreement shall be May 4, 2010, until June 30, 2013, unless earlier terminated by either party in accordance with this Agreement."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The parties hereby execute this Agreement and First Amendment as of the date first written above.

LYNDA ROBERTS

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Resolution of Appreciation		

AGENDA DESCRIPTION:

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

Resolution of Appreciation acknowledging recent efforts of a citizen to benefit Mono County. Supervisor Alpers agendized this item.

RECOMMENDED ACTION:

Approve Resolution of Appreciation.

FISCAL IMPACT:

None.

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@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

4/10/2013 12:47 PM	County Administrative Office	Yes
4/10/2013 3:07 PM	County Counsel	Yes
4/10/2013 12:29 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Ombudsman - Advocacy Services of Inyo-Mono		

AGENDA DESCRIPTION:

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

Letter dated March 26, 2013 regarding Ombudsman/Advocacy Services closing it's doors. This will occur due to the Inyo County Health and Human Services assuming operation of the Long-Term Care Ombudsman Program in April.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Ombudsman](#)

History

Time	Who	Approval
4/3/2013 12:38 PM	Clerk of the Board	Yes

OMBUDSMAN/ADVOCACY SERVICES OF INYO-MONO

P.O. BOX 518

BISHOP, CA 93515

e-mail: oasimco@gmail.com

26 March 2013

Dear Friends,

As you may know, on April 1st, Inyo County Health and Human Services will assume operation of the Long-Term Care Ombudsman Program. At that time, Ombudsman / Advocacy Services will begin the process of closing our doors.

We would like to take this opportunity to thank all of you for the support you have given the Ombudsman program, its volunteers and staff. For twenty two years, O/ASIM has been advocating for and protecting the rights of frail, elderly persons in residential care and skilled nursing facilities. But it takes more than a "program" to be successful. It involves family, friends, senior service providers, law enforcement, facility staff, and other community members. *You have all been a part of the success of our program, and we thank you.*

We have transferred our telephone number to the county for their ombudsman program. Please call 760-872-4128 regarding the long-term care ombudsman program, complaints or concerns in the facilities, placement information, etc.

If you have questions *not* related to long-term care, but need to talk to former staff or board members of O/ASIM, please call Kathryn Williams at 760-933-2357. She will return your call as soon as possible. It may take a day or so, please be patient.

Again, we thank you for your support and encourage you to extend that same courtesy to the county ombudsman program.

Sincerely,



Patricia Gardner
President, Board of Directors



Kathryn Williams
Executive Director



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Duane "Hap" Hazard
SUBJECT	Letter of Support for AB 151		

AGENDA DESCRIPTION:

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

Proposed letter of support for AB 151 (reintroduced and renumbered from last year's AB 1592), which would authorize cities and counties to waive certain building and inspection fees for ADA-type modifications to homes owned by veterans with a service-related disability. This item was requested by Chairman Hunt.

RECOMMENDED ACTION:

Approve and authorize the Board Chair to sign the proposed letter of support for AB 151.

FISCAL IMPACT:

None. AB 151 would merely authorize fee waivers; it would not require them.

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

- [staff report re AB 151 letter](#)
- [ab 151 suport letter](#)
- [AB 151 copy](#)

 [Additional Info](#)

History

Time	Who	Approval
2/26/2013 4:11 PM	County Administrative Office	Yes
4/11/2013 10:38 AM	County Counsel	Yes
3/6/2013 5:21 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Michelle Robinson

TO: Board of Supervisors
FROM: Marshall Rudolph
DATE: April 16, 2013
RE: AB 151; letter of support

Recommendation:

Approve and authorize the Board chair to sign the proposed letter to Assemblymember Kristin Olsen in support of AB 151, which would authorize cities and counties to waive certain building and inspection fees for ADA-type modifications to homes owned by veterans with a service-related disability.

Fiscal/Mandates Impact:

None. AB 1592 would merely authorize the waiver of fees; it would not require it.

Discussion:

Prior to leaving the Board of Supervisors, former supervisor Hap Hazard was spearheading an effort to obtain legislation authorizing cities and counties to waive certain fees for veterans with a service-related disabilities, such as building and inspection fees for ADA-type modifications to homes owned by such disabled veterans. Existing statutes arguably do not authorize such a waiver, especially as interpreted by an Attorney General opinion. AB 151 by Assemblymember Kristin Olsen would create express authority for such a waiver. A draft letter of support is enclosed.

Incidentally, a previous version of the bill (AB 1592) was introduced last year but did not move past the Local Government Committee. AB 151 differs from the previous bill in one respect: it requires agencies who choose to reduce or waive fees for disabled veterans to compensate for that reduction or waiver through their own general fund revenue or other "appropriate" revenue. I read this as meaning that an agency cannot

recoup or fund the cost of providing such reductions or waivers through higher building fees charged to the general public.

If you have any questions regarding this item, please feel free to contact me at (760) 924-1707.

Encl.



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538/5534 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk of the Board
lromero@mono.ca.gov

April 16, 2013

Assemblymember Kristin Olsen
State Capitol, Room 2170
Sacramento, CA 95814

Fax: (916) 319-2112

RE: AB 151; letter of support

Dear Assemblymember Olsen:

The Mono County Board of Supervisors wishes to express its strong and unanimous support for Assembly Bill 151, authorizing counties to provide certain fee waivers to veterans with service-related disabilities. We commend and thank you for introducing it. Like many other counties, Mono County is committed to honoring veterans for their service to our country. One way we would like to put that commitment into action is by waiving building and inspection fees for ADA-type modifications to homes owned by veterans with service-related disabilities. AB 151 would grant us the express authority to do so, which is not otherwise clear under existing statutory provisions.

Again, our heartfelt thanks for your efforts.

Sincerely yours,

MONO COUNTY BOARD OF SUPERVISORS

By: _____
Byng Hunt, Chairman

ASSEMBLY BILL

No. 151

Introduced by Assembly Member Olsen
(Coauthors: Assembly Members Achadjian, Chávez, Donnelly,
Gorell, and Wieckowski)
(Coauthors: Senators Cannella and Fuller)

January 18, 2013

An act to add Section 17951.5 to the Health and Safety Code, relating to local government fees.

LEGISLATIVE COUNSEL'S DIGEST

AB 151, as introduced, Olsen. Local government: fee waiver: disabled veterans.

The State Housing Law authorizes cities and counties to prescribe fees for permits required or authorized pursuant to the State Housing Law.

This bill would authorize the governing board of any city or county to grant financial assistance, relief, and support to disabled veterans, as defined, by waiving service-related fees charged by the city or county, as specified.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 17951.5 is added to the Health and Safety
- 2 Code, to read:
- 3 17951.5. (a) The governing board of any city or county may
- 4 grant financial assistance, relief, and support to disabled veterans

1 by reducing or waiving building inspection or permit fees charged
2 by the city or county for the modification of a dwelling owned by
3 a disabled veteran for the purpose of making the dwelling more
4 accessible.

5 (b) The governing body shall use its general fund or other
6 appropriate revenue source to compensate for the difference
7 between a fee reduced or waived pursuant to this section and the
8 fee that would otherwise be charged.

9 (c) For purposes of this section, “disabled veteran” has the same
10 meaning as defined in Section 999 of the Military and Veterans
11 Code.

AB 151 – WAIVING BUILDING FEES FOR DISABLED VETERANS

Assemblymember Kristin Olsen

IN BRIEF

AB 151 will allow local jurisdictions the option of waiving building and inspection permit fees for ADA-type modifications to homes owned by veterans with service-related disabilities.

THE ISSUE

Each county is required to collect fees for home modifications, improvements, and inspections. Many military members who have returned home from active duty must retrofit their homes in some fashion to accommodate disabilities and other injuries sustained during service. The process is often drawn out and expensive. This becomes a burden for those who are trying to readjust to civilian life while at the same time coming to terms with their injuries.

Counties are able to waive fees for low-income veterans, but would like to be able to extend this service to disabled veterans.

EXISTING LAW

Existing law allows local jurisdictions the ability to grant

financial assistance, relief, and support to low-income veterans.

THE SOLUTION

AB 151 allows local jurisdictions the option to waive building and inspection fees related to ADA modifications for disabled veterans. This will streamline the modification process.

FOR MORE INFORMATION

Staff: Matt Theis
(916) 319-2012
(916) 319-2112 [Fax]

- [📄 Exhibit 1 - Lease Renewal - Exhibit A](#)
- [📄 Exhibit 1 - Lease Renewal - Exhibit B](#)
- [📄 Exhibit 2 - Current Lease](#)
- [📄 Exhibit 3 - Lease Comparable Rates](#)

History

Time	Who	Approval
4/1/2013 7:54 AM	County Administrative Office	Yes
4/10/2013 5:31 PM	County Counsel	Yes
4/3/2013 1:06 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Public Works - Engineering Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Vianey White
SUBJECT	Bryant Field Airport – Helibase Lease Renewal		

AGENDA DESCRIPTION:

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

The U.S. Department of Agriculture (USDA) Forest Service is seeking a 20 year lease renewal for the Bryant Field Airport Helibase facility.

RECOMMENDED ACTION:

Approve the U.S. Department of Agriculture (USDA) Forest Service 20 year lease renewal for the Bryant Field Airport Helibase facility. Approval must be by 4/5 vote. Provide any desired direction to staff.

FISCAL IMPACT:

\$100 monthly lease rate will be paid by the USDA. Facilities Staff time to clean the restrooms, on an as needed basis. Staff time will be charged to the Airport Fund.

CONTACT NAME: Vianey White

PHONE/EMAIL: 760-932-5446 / vwhite@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:

vwhite@mono.ca.gov; ssimon@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Exhibit 1 - Lease Renewal](#)



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: April 16, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Vianey White, Project Manager
Re: Bryant Field Airport – Helibase Lease Renewal

Recommended Action:

Approve the U.S. Department of Agriculture (USDA) Forest Service 20 year lease renewal for the Bryant Field Airport Helibase facility. Provide any desired direction to staff.

Fiscal Impact:

\$100 monthly lease rate will be paid by the USDA. Facilities Staff time to clean the restrooms, on an as needed basis. Staff time will be charged to the Airport Fund.

Background:

On July 11, 1995, the County of Mono and the USDA signed a 20-year lease for the Bryant Field Airport Helibase facilities, land was provided by the County at the lease rate of one dollar per year. The lease is scheduled to expire on June 13, 2013. The USDA is seeking a 20-year lease renewal for the Helibase facilities.

During the current lease term the USDA was granted the right to erect two structures, a Helibase facility and a rappel simulator tower. In-kind labor was provided by County Staff and approximately \$10,000 was paid by the County Sheriff's Department to assist in the construction of the Helibase facility. Therefore, the lease renewal includes language allowing the County continued use of the equipment room and storage room (see Exhibit B for room locations).

The USDA determined it cannot indemnify the County for the leased facilities, so a \$100 monthly lease rate has been established to cover the County's costs to insure the premises.

Language has been included to allow renegotiations of the lease terms as may be necessary to meet the Federal Aviation Administration's Grant Assurances requirements for federal aviation grants.

The restrooms within the facility will be available to the public during normal business hours as posted at the Helibase facility. A keypad with access code will be installed by the County on the outside of the Helibase facility restroom door for after hours usage by airport pilots.

Pursuant to CEQA Guidelines section 15301 (class 1 exemption), ongoing operations of existing facilities are exempt.

Government Code Section 25536 requires a four-fifths vote for lease of county-owned property held for airport use. If a four-fifths vote is not obtained, the property will have to go out for Request for Proposals.

Exhibit 3 is included to demonstrate the County's proposed monthly lease rate as compared to other USDA/Forest Service leasing rates.

Please contact me at 760.932.5446 or by email at vwhite@mono.ca.gov with any questions.

Respectfully submitted,



Vianey White
Project Manager

Attachment: Exhibit 1 – Lease Renewal with Exhibit A and Exhibit B
Exhibit 2 – Current Lease signed July 11, 1995
Exhibit 3 – Spreadsheet with USDA Land Lease Comparable rates

ADDRESS OF PREMISES USFS Bridgeport Helibase
Bryant Field
Bridgeport, California 93517

THIS AGREEMENT, is made and entered into this date by and between **COUNTY OF MONO**, whose address is Bridgeport, California 93517, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, _____, as follows:

RENEWAL OF LEASE TERMS

In accordance with Part I, Paragraph 5, the Lessor and the Government mutually agree to renew this Lease for an additional 20-year period to expire on June 13, 2033. No additional renewal periods shall be exercised.

LEASE AMENDMENTS

Paragraph 3 shall be amended to read as follows: *"The Lessor will provide the aforementioned land at the rate of one hundred dollars (\$100.00) per month starting in June, 2013. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears. In the event the Lessor must charge additional rent to meet Grant Assurances requirements for Federal aviation grants and/or to cover the Lessor's costs to insure the premises, the parties agree to meet in good faith to renegotiate the rent charged pursuant to this Lease. If the parties agree to a revised rent, this Lease shall be amended to reflect the new Lease rate. If the parties are unable to reach agreement, this Lease may be terminated by either party upon thirty (30) days written notice."*

Paragraph 4 shall be amended to read as follows: *"Except for terminations in accordance with Part 1, Paragraph 3, the Government may terminate this agreement at any time by giving at least 90-days' notice in writing to the Lessor. The Lessor may terminate this agreement at any time by giving at least 180-days' notice in writing to the Government."*

Paragraph 6 shall be amended to read as follows: *"The said premises will be used for Government purposes, including but not limited to Interagency Fire and Aviation Operations, Interagency Search and Rescue Operations, Mono County Search and Rescue Operations and reserved meetings held by Mono County, Humboldt-Toiyabe National Forest, and the Bridgeport Ranger District. The Government hereby covenants and agrees not to assign this Lease without written permission from the Lessor. The Government also covenants and agrees not to permit the use of the above described tract of land by anyone other than the Government, its agents and servant, and cooperators with the Government."*

Paragraph 8 shall be amended to read as follows: *"Subject to the provisions of Paragraph 1, the Government has erected two structures; a 40' X 60' building currently used as the Helibase facility and a 10' wide X 18' long X 25' high rappel simulator tower. The said improvements are to be and remain the property of the Government for as long as the Lease is in place. Upon termination of the Lease, the Government shall dispose of said improvements in accordance with the Federal Management Regulations for Real Property Disposal. In the event disposition of the improvements is to a party or parties other than the Lessor, the improvements are to be removed from the premises within a reasonable period of time, not to exceed ninety (90) days from the Lessor's request, unless otherwise agreed to in writing by both parties."* This amendment documents the construction, location, and disposition of the U. S. Forest Service structures and facilities described in the Bryant Field Airport Facilities, Exhibit A and Bridgeport Helibase Floor Plan, Exhibit B attached hereto and made a part hereof, upon the said premises.

In addition to the above amendments, the Lease is further amended to include the following provisions:

Part 1,

15. The restrooms within the facility shall be available to the public during normal business hours as posted at the facility.

- a) The County will install a keypad on the outside of the restroom door. The access code to the restrooms will only be provided to pilots using the airport and to the Forest Service Staff. The County may change the access code as necessary and agrees to inform the Forest Service of the changed code.

- b) The County will install a deadbolt on the interior door that leads to the Forest Service offices. The County will not retain a copy of the key.
- c) The County will clean the restrooms regularly.

16. All utilities, including but not limited to, propane, electrical, telephone, facsimile, internet, water, and sewer shall be the sole responsibility of the Lessee.

17. Lessee agrees to continue to work in good faith with Lessor and other public agencies to make the premises and the facility available for use as an incident command center.

18. The 28' X 24'-5 1/4" room located on the south side of the building and the 12' X 12' storage room (both shown on Exhibit B) located on the southeast side of the building were constructed with County funds and labor for the purpose of housing the Mono County Sheriff's Department and related purposes. Lessee agrees these rooms may continue to be used by Lessor for the above stated purpose during the term of this Lease.

19. If Federal Regulations are enacted or interpreted during the term of this Lease to require additional security measures at airport facilities, including the Bryant Field Airport, Lessee shall be responsible for providing such security measures for the premises covered by this Lease to the extent applicable thereto.

The Lease is further amended to strike the paragraph "Complimentary Aeronautical" under FAA Lease Requirements, Part II, Scope.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Chairman, Board of Supervisors
 Entity Name: Mono County, California
 Date: _____

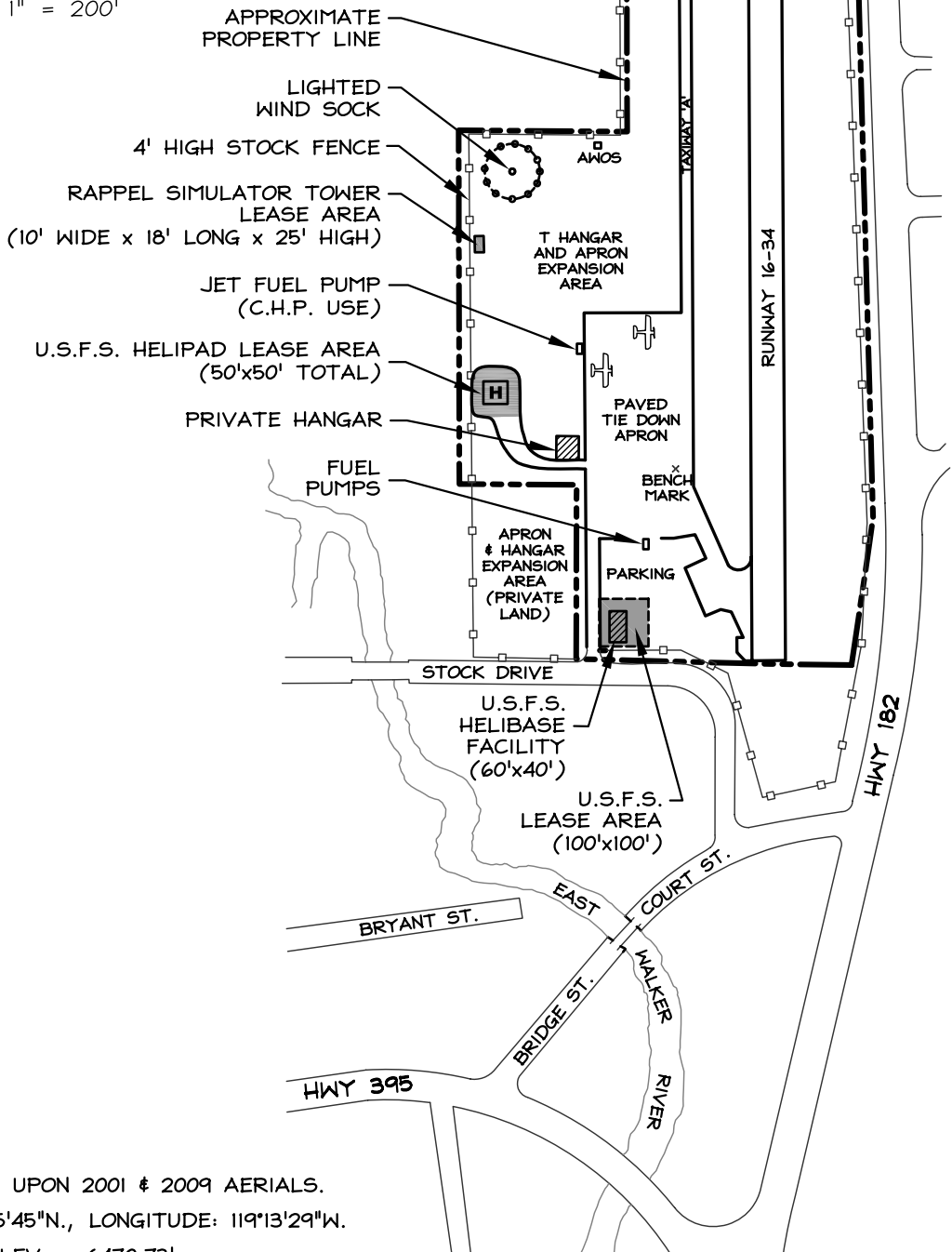
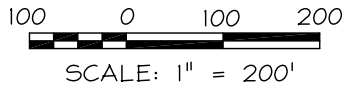
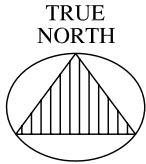
Signature: _____
 Name: ANN S. ALLAN
 Title: Contracting Officer
 Entity Name: USDA Forest Service
 Date: _____

APPROVED AS TO FORM:

Signature: _____
 Name: _____
 Title: County Counsel
 Entity Name: Mono County, California
 Date: _____

ATTEST:

Signature: _____
 Name: _____
 Title: Clerk of the Board
 Entity Name: Mono County, California

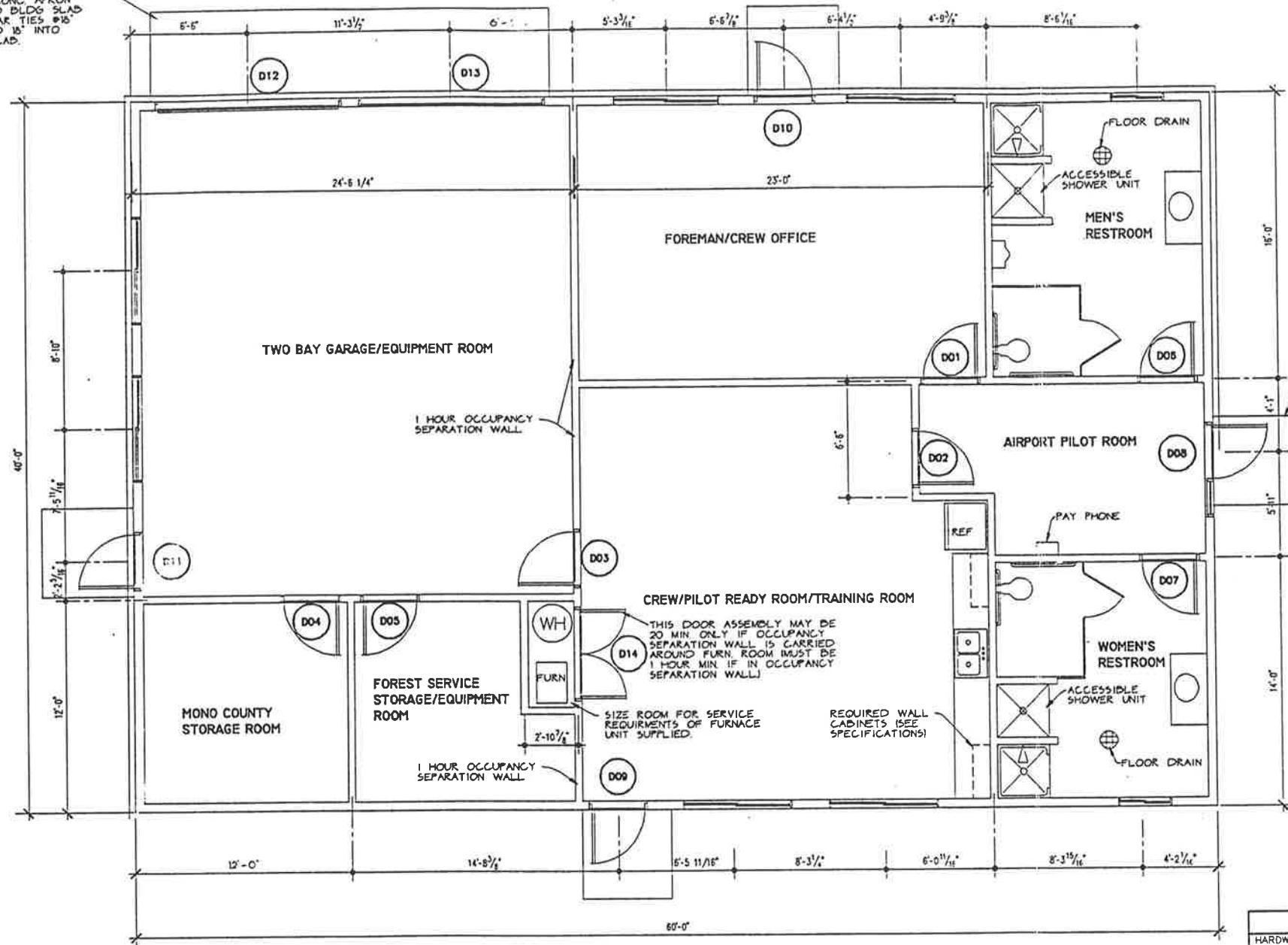


SITE NOTES:

LAYOUT BASED UPON 2001 & 2009 AERIALS.
 LATITUDE: 38°15'45"N., LONGITUDE: 119°13'29"W.
 BENCH MARK ELEV. = 6470.73'
 TOWNSHIP 5 NORTH, RANGE 25 EAST, SECTION 28
 U.S. GOV. LEASE NO. 57-84M8-3-0030

MONO COUNTY PUBLIC WORKS DEPARTMENT				BRYANT FIELD AIRPORT FACILITIES		Exhibit A
Date:	3/14/13	Rev.#	Date	A.P.N. 008-060-057		
Drawn By:	W.L. Engr Tech.			Mono County, California		
Checked By:				U.S.F.S. LEASE AREAS		
Approved By:						

5'-0" X 22'-0" X 6" THICK CONG. APRON TIED TO BLDG SLAB W/ #4 BAR TIES @ 18" O.C. AND 18" INTO EACH SLAB.



FLOOR PLAN
 NO SCALE



DOOR SCHEDULE						
NUMBER	SIZE	TYPE	MATERIAL	FRAME	HARDWARE GROUP	REMARKS
D01	1 3/4" X 6'-8" X 3'-0"	A	WOOD S.C.	STEEL	B	
D02	1 3/4" X 6'-8" X 3'-0"	A	WOOD S.C.	STEEL	B	
D03	1 3/4" X 6'-8" X 3'-0"	A	STEEL INSUL	STEEL	B	1 HOUR MIN. RATED ASSEMBLY
D04	1 3/4" X 6'-8" X 3'-0"	A	WOOD S.C.	STEEL	B	
D05	1 3/4" X 6'-8" X 3'-0"	A	WOOD S.C.	STEEL	B	
D06	1 3/4" X 6'-8" X 3'-0"	A	WOOD S.C.	STEEL	A	
D07	1 3/4" X 6'-8" X 3'-0"	A	WOOD S.C.	STEEL	A	
D08	1 3/4" X 6'-8" X 3'-0"	D	STEEL INSUL	STEEL OR ALUM.	C	2'-0" X 6'-8" SIDELITE REQ'D
D09	1 3/4" X 6'-8" X 3'-0"	B	STEEL INSUL	STEEL	B	
D10	1 3/4" X 6'-8" X 3'-0"	B	STEEL INSUL	STEEL	B	
D11	1 3/4" X 6'-8" X 3'-0"	B	STEEL INSUL	STEEL	B	
D12	10'-0" X 10'-0"	C	STEEL INSUL	STEEL	PER MANUF.	
D13	10'-0" X 10'-0"	C	STEEL INSUL	STEEL	PER MANUF.	
D14	1 3/4" X 6'-8" X 2'-8"	D	STEEL	STEEL	D	DOUBLE FLUSH 20 MIN. DOOR

HARDWARE GROUP	QUANTITY PER DOOR	ITEM & MODEL	MANUFACTURER
A	1-1/2 PAIR	HINGES= 4-1, CLOSER= #83	
	1 EA	PUSHPLATE=	
	1 EA	PULLPLATE= 4" X 16" BEVELED EDGES, #340, US10 FINISH	HAGER
	1 EA	PULL= 1" ROUND, 3" OFFSET, BASE CENTERS @ 8" O.C., #12G, 26D FINISH	HAGER
	2 EA	KICKPLATE= 34" X 10", NO BEVEL, .050" BRUSHED STAINLESS STEEL, #190S	HAGER
	1 EA	WALLSTOP= #237W	HAGER
	1 EA	PULL= 1" ROUND, 3" OFFSET, BASE CENTERS @ 8" O.C., #12G, US32D FINISH	HAGER
	3 EA	DOOR SILENCER= RUBBER TYPE, FOR METAL FRAMES, #307D	HAGER
	1 EA	DOOR GASKET= SILICON, PRESSURE SENSITIVE, BRONZE COLOR, #S8BD17	PEMKO
	1 EA	SIGN= PLASTIC, #368M-W3 "MEN", OR #368W-W3 "WOMEN"	HAGER
B	1-1/2 PAIR	HINGES= 4-1/2" X 4-1/2" #BB1279, US26D FINISH	HAGER
	1 EA	CLOSER= #B301BFDA SERIES, BARRIER FREE, DELAYED ACTION	NORTON
	1 EA	LATCHSET= ENTRANCE LOCKSET, RHODES LEVER, B28 FINISH, #D50PD	SCHLAGE
	2 EA	KICKPLATE= 34" X 10", NO BEVEL, .050" STAINLESS STEEL, #190S	HAGER
	1 EA	WALLSTOP= #237W (INT. DOORS ONLY)	HAGER
	3 EA	DOOR SILENCER= RUBBER TYPE, FOR METAL FRAMES, #307D (INT. DOORS ONLY)	HAGER
C	1-1/2 PAIR	HINGES= 4 1/2" X 4 1/2" #BB1279 FULL MORTISE, US 26D FINISH, NRP	HAGER
	1 EA	CLOSER= #PRB501BFDA, BARRIER FREE, DELAYED ACTION, US10 FINISH	NORTON
	1 EA	PUSHPLATE= 4" X 16" BEVELED EDGES, #305, US10 FINISH	HAGER
	1 EA	PULLPLATE= 4" X 16" BEVELED EDGES, #340, US10 FINISH	HAGER
	1 EA	PULL= 1" ROUND, 3" OFFSET, BASE CENTERS @ 8" O.C., #12G, US10 FINISH	HAGER
	1 EA	KICKPLATE= 34" X 10", NO BEVEL, .050" BRONZE, #190S	HAGER
	1 EA	WALLSTOP= #237W	HAGER
	1 EA	MORTISE AUXILIARY LOCKSET= YALE #314-1/4, US10 FINISH	YALE
	1 EA	WEATHERSTRIPPING= SILICON, PRESSURE SENSITIVE, BRONZE COLOR, #S8BD17	PEMKO
	1 EA	DOOR BOTTOM SEAL= #209D, W/COLD WEATHER VINYL (SPECIAL ORDER)	PEMKO
1 EA	THRESHOLD= #276D, 7" WIDE, ACCESSIBLE.	PEMKO	

NOTE: MANUFACTURERS & MODEL NUMBERS ARE GIVEN TO INDICATE FUNCTION AND QUALITY- OTHER PRODUCTS MAY BE SUBMITTED FOR REVIEW AND APPROVAL.
 *THESE ITEMS NOT REQUIRED ON INTERIOR DOORS EXCEPT DOOR D03. ALSO ON DOOR D03, SUBSTITUTE A D05 PASSAGE LATCH FOR ENTRANCE LOCKSET.

JUL 20 1995

United States
Department of
Agriculture

Forest
Service

Toiyabe N.F.
Bridgeport R.D.

P.O. Box 595
Bridgeport, Ca. 93517
(619) 932-7070

Reply To: 7300


Date: July 11, 1995

Subject: Helibase Lease

To: Bob Manns

Attached is the signed lease for the Helibase at Bryant Airport. Would you please sign and get back to me.

Thanks for all your help in getting this completed.


Bill Bryant
Fire Management Officer

UNITED STATES GOVERNMENT LEASE FOR LAND

(Under authority of sec. 1, Act of August 4, 1965; 79 Stat. 431; 7 U.S.C. 2250a)

Lease No. 57-84M8-3-0030

Date of June 20, 1995

Lease _____

Lessor: County of Mono, California

Lessee: The United States of America
By the Contracting Officer, Region 4
Forest Service, Department of Agriculture

THIS LEASE, made and entered into this date by and between the COUNTY OF MONO, STATE OF CALIFORNIA, whose address is Bridgeport, California, and whose interest in the property hereinafter described is that of owner, hereinafter called the Lessor and the UNITED STATES OF AMERICA by the Contracting Officer, Region 4, Forest Service, Department of Agriculture, whose office address is Ogden, Utah, herinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

Part I

1. The Lessor hereby leases to the Government the following described premises at Bryant Field, Bridgeport, California; Two parcels of land in Section 28, Township 5 North, Range 25 East, M.D.B. & M., in the County of Mono, State of California. Parcel one; 100 feet X 100 feet in the southwest corner adjacent to Stock Drive road and the access road into the airport, Parcel two; 50 feet X 50 feet area in the northwest corner of the T-hangar and apron expansion area. The said parcels combined containing 0.29 acre, more or less, as shown on the attached plats.

The leased premises may be utilized to construct, maintain, and occupy the improvements and facilities necessary for air operations as they relate to the Bridgeport Interagency Helibase at Bryant Field, subject to applicable federal, state and county land use regulations and the prior written approval of the Lessor.

2. TO HAVE AND TO HOLD the said premises with appurtenances for the term beginning on June 14, 1993, through June 13, 2013, subject to termination and renewal rights as may be hereinafter set forth.

3. The Lessor will provide the aforementioned space at the rate of one dollar (\$1.00) per annum to the Government during the stated term and any renewal terms of the lease.

4. The Government may terminate this agreement at any time by giving at least 90 days notice in writing to the Lessor.

5. This lease may be renewed upon mutual agreement between the Lessor and the Government for a period not to exceed 20 years under the terms and conditions specified herein, provided notice be given in writing to the Lessor at least 120 days before this lease would otherwise expire.

6. The said premises will be used for Government purposes, and the Government hereby covenants and agrees not to assign this lease without written permission from the Lessor and not to permit the use of the above described tract of land by anyone other than the Government, its agents and servant, and cooperators with the Government.

7. The Lessor shall furnish to the Government, during the occupancy of said premises under the terms of this lease, the following:

a. Ingress To and Egress From Adjacent Property. The Government shall have all reasonable right, free of charge, to ingress to and egress from said property for the uses and purposes herein mentioned, provided, that the use of adjacent property and of all runways and airport facilities shall be subject to all rules and regulations governing the use of said airport facilities.

b. Rights-of-Way. The Lessor guarantees to the Government, subject to Lessor approval, rights-of-way, free of charge, to install at Government expense all powerlines, and waterlines required to service Government improvements and facilities. The Government agrees to maintain and repair all such improvements at the Government's expense.

8. Subject to the provisions of Item No. 1, the Government shall have the right, during the existence of this lease, (1) to erect such structures (30' X 60' building to be used as the helibase facility) and (10' wide X 18' long X 25' high reppel simulator tower) upon the premises hereby leased, such such improvements to be and remain the property of the Government and may be removed therefrom by the Government within a reasonable time after termination of this lease or renewal thereof, and (2) to dispose of improvements in place, in the event that use is discontinued by the Government; provided that if disposition of the improvements is to a party or parties other than the Lessor, the improvements be removed from the premises within a reasonable period.

9. Any structures or improvements erected or constructed upon the premises will not compromise the airport requirements consistent with Federal Acquisition Regulation 77, Objects Affecting Navigable Airspace, and other recommended airport design criteria of the Federal Aviation Administration (FAA), unless previously approved by the Administrator of the FAA or the Administrator's duly authorized representative.

10. It is agreed and understood by and between the parties that the Government will maintain the premises and property furnished under this lease in good repair and tenantable condition during the continuance of the lease.

11. A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and shall be signed on behalf of the parties hereto.

12. The Lessor agrees not to discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guest, and invitities.

13. No member of, or Delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom: but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

14. The Lessor assumes no public liability for the improvements or structures constructed by the Government. Lessee shall assume all liability for acts and omissions of its agents and officers in accord with applicable law.

FAA LEASE REQUIREMENTS

PART II

SCOPE.

Lease, license, permit, contract, etc., for the right or privilege to provide services, accommodations and/or commodities to the public or other government agencies for the following classes of activities:

Direct & Supportive Aeronautical. The following activities, commonly conducted on airports, are aeronautical activities: air carrier, charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of an aircraft can appropriately be regarded as an "aeronautical activity".

Complimentary Aeronautical. The following are examples of what are not considered direct and supportive aeronautical activities:

Ground transportation (taxis, car rentals, limousines); restaurants, barber shops, auto parking lots, recreational facilities and any other commodities, services or accommodations made available to the general public.

1. The Government, as a part of the consideration hereof, does hereby covenant and agree (in the case of lease add "as a covenant running with the Land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for a purpose involving the provision of

similar services or benefits, the Government shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

2. The Government does hereby covenant and agree (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said

facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Government shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease, and to reenter and repossess said land and the facilities, thereon, and hold the same as if said lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. The Government shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Government may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance with Lessor shall have the right to terminate this lease and the estate hereby created without liability therefore or at the election of the Lessor or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. The Government agrees that it shall insert the above five provisions in any lease by which said the Government grants a right of privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Government and without interference or hindrance provided the Lessor does not interfere with the leased area.

8. The Lessor reserves the right, but shall not be obligated to the Government to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Government in this regard.

9. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Government and the FAA, relative to the development, operation or maintenance of the airport.

10. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Bryant Field Airport.

11. The Government agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned modification or alteration of any present or future building or structure situated on the leased premises.

12. The Government by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structures or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 6490 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Government.

13. The Government by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Bryant Field or otherwise constitute a hazard (As specified in 14 CFR Part 77 of the Federal Aviation Regulations). In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Government.

14. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

15. This lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names as of the date first above written.

LESSOR: County of Mono

Jim Spies
CHAIRMAN
Board of Supervisors

ATTEST:

by Roberta Speed, Deputy
Clerk of the Board
Mono County
Bridgeport, California

APPROVED AS TO FORM:

Neil McCarroll
NEIL MCCARROLL, Assistant
County Counsel

LESSEE: United States of America

Robert B. Manns
ROBERT B. MANNS
Contracting Officer, Region 4
U.S. Department of Agriculture
Forest Service

USDA/Forest Service Land Leases	Bryant Field Bridgeport, CA Airport (Proposed)	Plumas County, CA Chester Airport	Independence, CA Inyo National Forest	Bishop, CA Inyo National Forest (2)	McCall, Idaho	Challis, Idaho	Sun Valley, Idaho	Coeur d'Alene, Idaho Airfield	Grangeville, Idaho Airfield	Dillon, Montana Airfield
Acreage leased	0.29	7.20	2.00	8.00	1.47	3.67	0.23			
Cost/Year	\$ 1,200	\$ 3,000	\$ 14,400	\$ 12,000	\$ 3,202	\$ 12,789	\$ 5,010			
Cost/Square Foot (per year)	\$ 0.0946	\$ 0.0096	\$ 0.1653	\$ 0.0344	\$ 0.0500	\$ 0.0800	\$ 0.5000	\$ 0.1733	\$ 0.0300	\$ 0.0300

1. Data provided by USDA

2. Bishop, CA - Inyo National Forest - This fee is waived when the Forest Service pays for landing fees.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Public Works - Engineering Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Contract Award for the Bridgeport Streets Rehabilitation Project		

AGENDA DESCRIPTION:

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

Rehabilitation of approximately 3 miles of local streets in Bridgeport.

RECOMMENDED ACTION:

Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Qualcon Contractors, Inc. as responsible bidder submitting the lowest responsive bid; 2) award contract to Qualcon Contractors, Inc. for the Bridgeport Streets Rehabilitation Project in an amount not to exceed \$1,821,836.20; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$103,591.81 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$2,119,000, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$2,119,000 for the construction phase of this project on June 28, 2012. Contractor payments will not impact the General Fund.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.932.5457 / 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](#)

History

Time	Who	Approval
4/1/2013 7:54 AM	County Administrative Office	Yes
4/10/2013 1:15 PM	County Counsel	Yes
4/10/2013 3:08 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: April 16, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Senior Engineer
Re: Contract Award for the Bridgeport Streets Rehabilitation Project

Recommended Action:

Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Qualcon Contractors, Inc. as responsible bidder submitting the lowest responsive bid; 2) award contract to Qualcon Contractors, Inc. for the Bridgeport Streets Rehabilitation Project in an amount not to exceed \$1,821,836.20; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$103,591.81 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$2,119,000, and are approved as to form and legality by County Counsel.

Fiscal Impact:

This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$2,119,000 for the construction phase of this project on June 28, 2012. Contractor payments will not impact the General Fund.

Background:

This project was first programmed for use of STIP funds by the Mono LTC in 2002. The major work items of this project are: rehabilitation of approximately 3 miles of local streets, removal of existing sidewalk, curb, gutter, asphalt and placement of new sidewalk, curb and gutter, pedestrian ramps, and drainage facilities. The project also includes installation of signage and driveway transitions. The project plans and manual were approved at the Board meeting of March 5, 2013, an optional pre-bid meeting was held in Bridgeport on Monday March 25, and six bids were received on April 8th. See the Bid Tabulation attached as Exhibit 1. Staff recommends that the Board of Supervisors award the contract to Qualcon Contractors, which submitted a responsive bid and is the lowest responsible bidder.

County staff will perform inspection duties for this project and quality assurance testing will be performed by a local consultant. Construction is expected to begin in May.

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
Senior Engineer

Attachments: Exhibit 1 – Bid Tabulation

Bid Tabulation
Bridgeport Streets Rehabilitation Project
 Monday, April 08, 2013

Item No.	Description	Qty	Unit	Qualcon Contractors	A & K Earth Movers	Herback General Engineering	Sierra Nevada Construction	Granite Construction	Don Garcia Excavating and Paving						
BASE BID:															
1	Mobilization	1	LS	\$80,000.00	\$80,000.00	\$91,669.90	\$91,669.90	\$54,320.00	\$54,320.00	\$95,000.00	\$95,000.00	\$97,636.60	\$97,636.60	\$135,000.00	\$135,000.00
2	Maintaining Traffic/Traffic Control	1	LS	\$25,000.00	\$25,000.00	\$82,000.00	\$82,000.00	\$32,500.00	\$32,500.00	\$211,662.25	\$211,662.25	\$25,000.00	\$25,000.00	\$60,000.00	\$60,000.00
3	Over-excavation of Unsuitable Material (Contingent Item)	1,000	CY	\$57.00	\$57,000.00	\$30.00	\$30,000.00	\$25.00	\$25,000.00	\$0.01	\$10.00	\$1.00	\$1,000.00	\$10.00	\$10,000.00
4	3-inch HMAC	8,986	TON	\$112.00	\$1,006,432.00	\$126.00	\$1,132,236.00	\$131.00	\$1,177,166.00	\$96.00	\$862,656.00	\$130.00	\$1,168,180.00	\$118.00	\$1,060,348.00
5	6-inch Pulvarization	39,555	SY	\$4.00	\$158,220.00	\$2.60	\$102,843.00	\$2.75	\$108,776.25	\$4.00	\$158,220.00	\$4.00	\$158,220.00	\$5.50	\$217,552.50
6	8-inch Pulvarization	9,511	SY	\$4.20	\$39,946.20	\$2.70	\$25,679.70	\$2.85	\$27,106.35	\$4.25	\$40,421.75	\$5.00	\$47,555.00	\$6.00	\$57,066.00
7	PCC Curb and Gutter	3,279	LF	\$35.00	\$114,765.00	\$34.00	\$111,486.00	\$42.00	\$137,718.00	\$75.00	\$245,925.00	\$50.00	\$163,950.00	\$60.00	\$196,740.00
8	PCC Sidewalk	5,808	SF	\$13.00	\$75,504.00	\$8.75	\$50,820.00	\$15.00	\$87,120.00	\$16.00	\$92,928.00	\$11.00	\$63,888.00	\$16.00	\$92,928.00
9	PCC Pedestrian Ramps	1,726	SF	\$22.00	\$37,972.00	\$11.15	\$19,244.90	\$24.00	\$41,424.00	\$22.00	\$37,972.00	\$22.00	\$37,972.00	\$33.00	\$56,958.00
10	PCC Bulbout with Steel Plate	1	LS	\$4,000.00	\$4,000.00	\$14,036.00	\$14,036.00	\$5,880.00	\$5,880.00	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00
11	PCC Valley Gutter	2,651	SF	\$15.00	\$39,765.00	\$11.50	\$30,486.50	\$21.00	\$55,671.00	\$28.00	\$74,228.00	\$15.00	\$39,765.00	\$18.00	\$47,718.00
12	PCC Commercial Driveway	460	SF	\$15.00	\$6,900.00	\$18.15	\$8,349.00	\$13.50	\$6,210.00	\$20.00	\$9,200.00	\$16.00	\$7,360.00	\$28.00	\$12,880.00
13	PCC Residential Driveway	443	SF	\$14.00	\$6,202.00	\$18.80	\$8,328.40	\$12.50	\$5,537.50	\$15.00	\$6,645.00	\$10.00	\$4,430.00	\$26.00	\$11,518.00
14	Catch Basin	1	EA	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
15	Storm Drain Pipe	65	LF	\$60.00	\$3,900.00	\$118.00	\$7,670.00	\$65.00	\$4,225.00	\$120.00	\$7,800.00	\$50.00	\$3,250.00	\$85.00	\$5,525.00
16	Protect and Reset Existing Valve Boxes	82	EA	\$500.00	\$41,000.00	\$305.00	\$25,010.00	\$525.00	\$43,050.00	\$550.00	\$45,100.00	\$1,200.00	\$98,400.00	\$600.00	\$49,200.00
17	Protect and Reset Existing Manholes	33	EA	\$1,200.00	\$39,600.00	\$425.00	\$14,025.00	\$665.00	\$21,945.00	\$750.00	\$24,750.00	\$2,000.00	\$66,000.00	\$1,200.00	\$39,600.00
18	8-foot High White Pavement Marking Words (Preformed Thermoplastic)	11	EA	\$350.00	\$3,850.00	\$315.00	\$3,465.00	\$364.00	\$4,004.00	\$330.00	\$3,630.00	\$525.00	\$5,775.00	\$575.00	\$6,325.00
19	8-foot High Yellow Pavement Marking Words (Preformed Thermoplastic)	4	EA	\$500.00	\$2,000.00	\$510.00	\$2,040.00	\$532.00	\$2,128.00	\$485.00	\$1,940.00	\$625.00	\$2,500.00	\$685.00	\$2,740.00
20	12-inch Solid White Line (Preformed Thermoplastic)	464	LF	\$7.00	\$3,248.00	\$7.90	\$3,665.60	\$10.00	\$4,640.00	\$9.00	\$4,176.00	\$12.00	\$5,568.00	\$13.00	\$6,032.00
21	12-inch Solid Yellow Line (Preformed Thermoplastic)	106	LF	\$8.00	\$848.00	\$8.45	\$895.70	\$10.00	\$1,060.00	\$9.00	\$954.00	\$12.00	\$1,272.00	\$13.00	\$1,378.00
22	Traffic Sign	19	EA	\$450.00	\$8,550.00	\$500.00	\$9,500.00	\$420.00	\$7,980.00	\$385.00	\$7,315.00	\$295.00	\$5,605.00	\$325.00	\$6,175.00
23	HMA Driveway Transition	4,552	SF	\$11.00	\$50,072.00	\$12.50	\$56,900.00	\$8.25	\$37,554.00	\$5.75	\$26,174.00	\$3.45	\$15,704.40	\$12.00	\$54,624.00
BASE BID TOTAL:				\$1,807,774.20	\$1,835,350.70	\$1,894,515.10	\$1,963,007.00	\$2,031,031.00	\$2,138,807.50						

Item No.	Description	Qty	Unit	Qualcon Contractors	A & K Earth Movers	Herback General Engineering	Sierra Nevada Construction	Granite Construction	Don Garcia Excavating and Paving						
SCHOOL STREET BID ALTERNATE															
A-1	3-inch HMA	30	TON	\$112.00	\$3,360.00	\$550.00	\$16,500.00	\$185.00	\$5,550.00	\$96.00	\$2,880.00	\$92.00	\$2,760.00	\$120.00	\$3,600.00
A-2	8-inch Pulvarization	-144	SY	\$4.00	-\$576.00	\$2.60	-\$374.40	\$2.85	-\$410.40	\$0.01	-\$1.44	\$5.00	-\$720.00	\$6.00	-\$864.00
A-3	PCC Valley Gutter	633	SF	\$15.00	\$9,495.00	\$10.00	\$6,330.00	\$21.00	\$13,293.00	\$15.00	\$9,495.00	\$16.00	\$10,128.00	\$25.00	\$15,825.00
A-4	4-inch Solid White Stripe (Paint)	261	LF	\$3.00	\$783.00	\$1.70	\$443.70	\$1.15	\$300.15	\$1.00	\$261.00	\$0.50	\$130.50	\$1.00	\$261.00
A-5	Accessible Off-Street Parking Striping and Sign	1	EA	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$4,600.00	\$4,600.00	\$365.44	\$365.44	\$714.50	\$714.50	\$700.00	\$700.00
SCHOOL STREET BID ALTERNATE				\$14,062.00	\$23,649.30	\$23,332.75	\$13,000.00	\$13,013.00	\$19,522.00						

BIDDER'S GRAND TOTAL: **\$1,821,836.20** **\$1,859,000.00** **\$1,917,847.85** **\$1,976,007.00** **\$2,044,044.00** **\$2,158,329.50**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Public Works - Engineering Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Contract Award for the Lee Vining Streets Rehabilitation Project		

AGENDA DESCRIPTION:

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

Rehabilitation of approximately 1.7 miles of local streets in Lee Vining.

RECOMMENDED ACTION:

Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Herback General Engineering as responsible bidder submitting the lowest responsive bid; 2) award contract to Herback General Engineering for the Lee Vining Streets Rehabilitation Project in an amount not to exceed \$1,327,452.80; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$78,872.64 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$2,047,000, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$2,047,000 for the construction phase of this project on June 28, 2012. Contractor payments will not impact the General Fund.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.932.5457 / 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

 [LV Streets Attachments](#)

History

Time	Who	Approval
4/1/2013 7:55 AM	County Administrative Office	Yes
4/10/2013 1:18 PM	County Counsel	Yes
4/10/2013 3:09 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: April 16, 2013

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, Senior Engineer

Re: Contract Award for the Lee Vining Streets Rehabilitation Project

Recommended Action:

Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Herback General Engineering as responsible bidder submitting the lowest responsive bid; 2) award contract to Herback General Engineering for the Lee Vining Streets Rehabilitation Project in an amount not to exceed \$1,327,452.80; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$78,872.64 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$2,047,000, and are approved as to form and legality by County Counsel.

Fiscal Impact:

This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$2,047,000 for the construction phase of this project on June 28, 2012. Contractor payments will not impact the General Fund.

Background:

This project was first programmed for use of STIP funds by the Mono LTC in 2007. The major work items of this Project are: rehabilitation of approximately 1.7 miles of local streets, removal of existing sidewalk, curb, gutter, asphalt and placement of new sidewalk, curb and gutter, pedestrian ramps, and drainage facilities. The project also includes installation of signage, a slatted fence to screen the Caltrans yard, a small amount of landscaping, and driveway transitions. The project plans and manual were approved at the Board meeting of March 5, 2013, an optional pre-bid meeting was held in Bridgeport on Monday March 25, and six bids were received on April 8th. See the Bid Tabulation attached as Exhibit 1. Staff recommends that the Board of Supervisors award the contract to Herback General Engineering, which submitted a responsive bid and is the lowest responsible bidder.

Because bids came in under the cost estimate, County staff will hire a local consultant to perform inspection duties and quality assurance testing for this project. Construction is expected to begin in May.

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
Senior Engineer

Attachments: Exhibit 1 – Bid Tabulation

Bid Tabulation
Lee Vining Streets Rehabilitation Project
 Monday, April 08, 2013

Item No.	Description	Qty	Unit	Herback General Engineering	Qualcon Contractors	A & K Earth Movers	West Coast Contractors of Nv	Granite Construction	Don Garcia Excavating and Paving						
BASE BID:															
1	Mobilization	1	LS	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$65,000.00	\$65,000.00	\$60,500.00	\$60,500.00	\$67,000.00	\$67,000.00	\$102,000.00	\$102,000.00
2	Erosion Control	1	LS	\$10,300.00	\$10,300.00	\$10,000.00	\$10,000.00	\$24,029.70	\$24,029.70	\$15,900.00	\$15,900.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	Traffic Control	1	LS	\$18,500.00	\$18,500.00	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00	\$54,400.00	\$54,400.00	\$49,000.00	\$49,000.00	\$60,000.00	\$60,000.00
4	Demolition	1	LS	\$60,400.00	\$60,400.00	\$8,500.00	\$8,500.00	\$82,750.00	\$82,750.00	\$106,000.00	\$106,000.00	\$17,000.00	\$17,000.00	\$15,000.00	\$15,000.00
5	Landscaping & Irrigation	1	LS	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$6,000.00	\$6,000.00	\$27,000.00	\$27,000.00	\$31,000.00	\$31,000.00	\$10,000.00	\$10,000.00
6	Pulverize AC	28,564	SY	\$2.75	\$78,551.00	\$3.50	\$99,974.00	\$2.50	\$71,410.00	\$1.00	\$28,564.00	\$6.00	\$171,384.00	\$5.00	\$142,820.00
7	Haul & Stockpile Grindings	1,596	CY	\$21.75	\$34,713.00	\$20.00	\$31,920.00	\$6.00	\$9,576.00	\$15.00	\$23,940.00	\$27.00	\$43,092.00	\$25.00	\$39,900.00
8	Earthwork	460	CY	\$28.00	\$12,880.00	\$70.00	\$32,200.00	\$35.00	\$16,100.00	\$212.00	\$97,520.00	\$56.00	\$25,760.00	\$65.00	\$29,900.00
9	HMAC Overlay	4,993	TON	\$122.00	\$609,146.00	\$120.00	\$599,160.00	\$125.00	\$624,125.00	\$131.00	\$654,083.00	\$135.00	\$674,055.00	\$135.00	\$674,055.00
10	Curb & Spandrel	10	EA	\$3,765.00	\$37,650.00	\$2,500.00	\$25,000.00	\$2,785.00	\$27,850.00	\$3,450.00	\$34,500.00	\$954.00	\$9,540.00	\$3,110.00	\$31,100.00
11	Curb Ramp - Case A	2	EA	\$2,766.00	\$5,532.00	\$3,000.00	\$6,000.00	\$2,400.00	\$4,800.00	\$4,200.00	\$8,400.00	\$3,210.00	\$6,420.00	\$5,200.00	\$10,400.00
12	Curb Ramp - Case C	4	EA	\$2,766.00	\$11,064.00	\$2,500.00	\$10,000.00	\$2,235.00	\$8,940.00	\$3,500.00	\$14,000.00	\$1,820.00	\$7,280.00	\$5,200.00	\$20,800.00
13	Cross Gutter	8,199	SF	\$13.00	\$106,587.00	\$16.00	\$131,184.00	\$12.00	\$98,388.00	\$9.30	\$76,250.70	\$11.00	\$90,189.00	\$22.00	\$180,378.00
14	Curb & Gutter	1,162	LF	\$24.60	\$28,585.20	\$35.00	\$40,670.00	\$35.00	\$40,670.00	\$38.00	\$44,156.00	\$37.00	\$42,994.00	\$68.00	\$79,016.00
15	Curb	266	LF	\$32.00	\$8,512.00	\$35.00	\$9,310.00	\$30.00	\$7,980.00	\$35.00	\$9,310.00	\$22.00	\$5,852.00	\$57.00	\$15,162.00
16	AC Dike	1,234	LF	\$19.00	\$23,446.00	\$7.00	\$8,638.00	\$7.50	\$9,255.00	\$10.50	\$12,957.00	\$9.00	\$11,106.00	\$11.00	\$13,574.00
17	Sidewalk	5,813	SF	\$7.00	\$40,691.00	\$14.00	\$81,382.00	\$8.50	\$49,410.50	\$7.50	\$43,597.50	\$11.00	\$63,943.00	\$16.00	\$93,008.00
18	Driveway	595	SF	\$12.00	\$7,140.00	\$15.00	\$8,925.00	\$18.00	\$10,710.00	\$13.00	\$7,735.00	\$12.00	\$7,140.00	\$28.00	\$16,660.00
19	Adjust Utility	52	EA	\$695.00	\$36,140.00	\$800.00	\$41,600.00	\$500.00	\$26,000.00	\$300.00	\$15,600.00	\$1,080.00	\$56,160.00	\$800.00	\$41,600.00
20	Sign - Remove and Salvage	11	EA	\$220.00	\$2,420.00	\$100.00	\$1,100.00	\$200.00	\$2,200.00	\$48.00	\$528.00	\$50.00	\$550.00	\$150.00	\$1,650.00
20A	Sign - Remove and Reinstall	15	EA	\$400.00	\$6,000.00	\$450.00	\$6,750.00	\$625.00	\$9,375.00	\$185.00	\$2,775.00	\$500.00	\$7,500.00	\$150.00	\$2,250.00
21	Sign - Install New	11	EA	\$518.00	\$5,698.00	\$550.00	\$6,050.00	\$450.00	\$4,950.00	\$450.00	\$4,950.00	\$400.00	\$4,400.00	\$325.00	\$3,575.00
22	Cross Walk Line	658	LF	\$7.75	\$5,099.50	\$8.00	\$5,264.00	\$8.00	\$5,264.00	\$4.75	\$3,125.50	\$4.50	\$2,961.00	\$11.00	\$7,238.00
23	STOP Marking	9	EA	\$410.00	\$3,690.00	\$400.00	\$3,600.00	\$400.00	\$3,600.00	\$125.00	\$1,125.00	\$120.00	\$1,080.00	\$385.00	\$3,465.00
24	Painted Traffic Stripe	600	LF	\$2.50	\$1,500.00	\$2.50	\$1,500.00	\$2.30	\$1,380.00	\$3.90	\$2,340.00	\$0.50	\$300.00	\$3.30	\$1,980.00
25	Painted Curb	354	LF	\$2.15	\$761.10	\$2.00	\$708.00	\$1.70	\$601.80	\$2.10	\$743.40	\$2.00	\$708.00	\$2.50	\$885.00
26	Survey Monument	8	EA	\$467.00	\$3,736.00	\$650.00	\$5,200.00	\$365.00	\$2,920.00	\$950.00	\$7,600.00	\$2,263.00	\$18,104.00	\$500.00	\$4,000.00
27	Storm Drain Flat Top Solid Lid	1	EA	\$3,200.00	\$3,200.00	\$4,000.00	\$4,000.00	\$2,150.00	\$2,150.00	\$3,300.00	\$3,300.00	\$6,166.00	\$6,166.00	\$2,000.00	\$2,000.00
28	Drainage Inlet - 36"x36" Precast	1	EA	\$4,200.00	\$4,200.00	\$9,000.00	\$9,000.00	\$3,500.00	\$3,500.00	\$4,100.00	\$4,100.00	\$9,388.00	\$9,388.00	\$3,000.00	\$3,000.00
29	Down Drain with Cable Anchorage System	40	LF	\$68.00	\$2,720.00	\$350.00	\$14,000.00	\$400.00	\$16,000.00	\$330.00	\$13,200.00	\$156.00	\$6,240.00	\$300.00	\$12,000.00
30	Storm Drain Pipe - 18 inch	100	LF	\$55.00	\$5,500.00	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$95.00	\$9,500.00	\$101.00	\$10,100.00	\$80.00	\$8,000.00
31	Cobble-Lined Basin	1	EA	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00	\$6,100.00	\$6,100.00	\$7,900.00	\$7,900.00	\$9,468.00	\$9,468.00	\$5,000.00	\$5,000.00
32	Cobble-Lined Swale	570	SF	\$24.00	\$13,680.00	\$17.00	\$9,690.00	\$17.00	\$9,690.00	\$42.00	\$23,940.00	\$19.00	\$10,830.00	\$60.00	\$34,200.00
33	Chain Link Fence, Slatted	258	LF	\$25.00	\$6,450.00	\$30.00	\$7,740.00	\$45.00	\$11,610.00	\$49.00	\$12,642.00	\$29.00	\$7,482.00	\$52.00	\$13,416.00
34	Curb and Chain Link Fence, Slatted	276	LF	\$61.00	\$16,836.00	\$70.00	\$19,320.00	\$75.00	\$20,700.00	\$50.00	\$13,800.00	\$45.00	\$12,420.00	\$72.00	\$19,872.00
35	Gate - 12' Wide	4	EA	\$3,200.00	\$12,800.00	\$1,800.00	\$7,200.00	\$785.00	\$3,140.00	\$500.00	\$2,000.00	\$1,690.00	\$6,760.00	\$525.00	\$2,100.00
36	Snow Pole	55	EA	\$75.00	\$4,125.00	\$85.00	\$4,675.00	\$165.00	\$9,075.00	\$81.00	\$4,455.00	\$100.00	\$5,500.00	\$250.00	\$13,750.00
37	Storm Water Separator	1	EA	\$30,400.00	\$30,400.00	\$32,000.00	\$32,000.00	\$22,500.00	\$22,500.00	\$23,500.00	\$23,500.00	\$28,100.00	\$28,100.00	\$23,000.00	\$23,000.00
BIDDERS GRAND TOTAL:				\$1,327,452.80	\$1,387,260.00	\$1,398,750.00	\$1,475,937.10	\$1,546,972.00	\$1,756,754.00						



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Public Works - Engineering Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Application for Federal Lands Access Program (FLAP) Grant Funding to Rehabilitate Convict Lake Road		

AGENDA DESCRIPTION:

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

If selected this project would rehabilitate approximately 2.3 to 2.7 miles of Convict Lake Road and add an up-hill bicycle climbing lane.

RECOMMENDED ACTION:

Approve submittal of a Federal Lands Access Program (FLAP) grant application to the Federal Highway Administration for a potential road rehabilitation project on Convict Lake Road.

FISCAL IMPACT:

None at this time. If selected by California's Programming Decisions Committee, the total project cost is expected to be approximately \$2,500,000 and would be paid for with Federal Lands Access Program (FLAP) funds, with an 11.47% match. In order to be considered, County must be prepared to address the match requirement (approximately \$300,000 over five years). In addition, County would provide in-kind staff time and other necessary resources for CEQA compliance (which could include hiring outside consultants), project coordination and engineering review, partially chargeable to LTC funds.

LUNCH

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.)

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.932.5457 / 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](#)

History

Time	Who	Approval
4/2/2013 11:31 AM	County Administrative Office	Yes
4/10/2013 1:11 PM	County Counsel	Yes
4/3/2013 3:16 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: April 16, 2013
To: Board of Supervisors
From: Garrett Higerd, Senior Engineer
Re: Application for Federal Lands Access Program (FLAP) Grant Funding to Rehabilitate Convict Lake Road

Recommended Action:

Approve submittal of a Federal Lands Access Program (FLAP) grant application to the Federal Highway Administration for a potential road rehabilitation project on Convict Lake Road.

Fiscal Impact:

None at this time. If selected by California's Programming Decisions Committee, the total project cost is expected to be approximately \$2,500,000 and would be paid for with Federal Lands Access Program (FLAP) funds, with an 11.47% match. In order to be considered, County must be prepared to address the match requirement (approximately \$300,000 over five years). In addition, County would provide in-kind staff time and other necessary resources for CEQA compliance (which could include hiring outside consultants), project coordination and engineering review, partially chargeable to LTC funds.

Background:

The Federal Highway Administration issued a "Request for Project Applications California Federal Lands Access Program" on February 28, 2013. This is a new program that was established by the Moving Ahead for Progress in the 21st Century (MAP-21) to provide funding for a variety of transportation projects accessing Federal Lands in the state of California. Project applications are now being accepted until April 30, 2013 to develop a robust 5-7 year program of transportation projects (estimated program availability from \$71 to \$130 million).

Mono County roads that may fit the FLAP grant criteria are:

- Twin Lakes Road
- Virginia Lakes Road
- Lundy Lake Road
- Convict Lake Road

- McGee Creek Road
- Owens River Road
- Rock Creek Road

Of these, the following have either recently been rehabilitated (within the last ten years or so) or a rehabilitation project is in the works:

- Twin Lakes Road
- Virginia Lakes Road
- Lundy Lake Road
- Rock Creek Road (programmed for rehabilitation beginning in 2015)

Of the roads that have not been addressed recently, Convict Lake Road is a good choice because it needs work, provides world-class access to recreation on federal lands, and is a relatively small project – requiring a more manageable match.

Because of the very short turnaround time, the proposed project needed to be selected quickly. After presenting the idea in Department Head Reports/Emerging Issues on March 5th, and consulting with individual Board members, staff made the decision to prepare an application for Convict Lake Road. The proposed project would rehabilitate approximately 2.3 to 2.7 miles of road and add an up-hill bicycle climbing lane. This proposed project was presented to the Mono LTC for information on April 8th and was received positively.

Public Works contracted with Lumos & Associates to prepare the grant application including coordination with project stakeholders (Economic Development, Inyo National Forest, private businesses, cycling groups, etc.). See the draft application attached as Exhibit A.

California's Programming Decisions Committee (PDC) expects to score and rank applications in May, develop a short list with greater scope and cost information in June, and announce the funded program in August. If selected, the Board will need to prepare a plan to address the 11.47% match. It is possible that other funding sources could be applied to a portion of the match. However, it is unlikely that they could cover it completely.

Respectfully submitted,



Garrett Higerd, P.E.
Senior Engineer

Attachments: Exhibit A – Draft California Access Program Project Application

California Access Program Project Application

General Information:

EXHIBIT A DRAFT

The Programming Decisions Committee (PDC) of the California Access Program will review project applications and rank them based on weighted selection criteria developed by the PDC. The selection criteria are reflective of needs in the state of California and Federal regulations and guidelines.

It is important to note that the top ranked project is not guaranteed funding and the approved list of projects will be agreed upon by the PDC. Project approval resides with the PDC. The PDC will select a balanced program made up of some large projects with smaller projects used to maximize funding and address critical needs. Access Program funds are eligible for design, construction, or reconstruction and are not intended for maintenance (chipseal, potholes, etc.) projects. This Call for Projects will program approximately \$135 million from 2015-2019 depending on program needs.

Access Program projects require a non-federal match of 11.47%. By submission of an application you are acknowledging the match requirement and indicating that funds are available. If the project is selected you will be expected to enter into an agreement for the completion of project scoping by Central Federal Lands that will result in a more accurate project scope, schedule and budget. If the PDC and the applicant agree with the project scope and cost then an agreement for the project will be executed with the applicant.

Instructions:

Applications must be received by **April 30, 2013** to be considered.

1. All project applications must be submitted using the California Access Program Project Application form. Complete the project application to the best of your ability. It is the responsibility of the entity proposing a project to supply the necessary information to complete the project application. It is understood that data may not be available for all of the project application questions, but the agency may use anecdotal information as a substitute. If possible, please keep this form as a writable PDF form, this makes it easier review your application
2. Complete Project Application Signature Pages.
3. Email your completed application package to cfl.planning@dot.gov

If you are considering this application for your project and would like assistance in completing this form, contact:

Stephanie Lind, Transportation Planner
Central Federal Lands Highway Division
12300 West Dakota Ave, Ste 380B, Lakewood, CO 80228
Phone: 720-963-3555 | stephanie.lind@dot.gov

Additional information on the Access Program is located at www.cflhd.gov/programs/flap/ca

California Access Program Project Application

Checklist of Requirements for Certification:

EXHIBIT A DRAFT

- The title or maintenance responsibility for the facility is vested in a State, county, town, tribal, municipal, or local government?
- The project has the required match
- The facility is located on, is adjacent to, or provides direct access to Federal land(s)
- Project photos
- Project maps (include one identifying termini)
- Video tour of project limits (optional but strongly encouraged), mailed in an electronic format
- Signed support page/letter from applicant and applicable Federal Land Management Agency (back pages)
- Supplemental alternative transportation worksheet (alternative transportation projects only) [Link to form](#)

General Project Information:

Project Identification (fill out what is applicable):

Project Name: Convict Lake Road Rehabilitation Project	
Facility Name: Convict Lake Road	Local Route #: 4S07
Other (local) Facility Names/Designator (if any): FH-199, County Road 2018	
Agency with Jurisdiction (authority to control traffic): Mono County	
Agency currently maintaining facility: Mono County Road Division	
Functional Classification:	
<input type="checkbox"/> National Highway System <input type="checkbox"/> Arterial <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Road	
Termini (mileposts or landmarks):	
Begin: US Highway 395	End: Convict Lake +
Termini (latitude/longitude):	
Begin: 37d37'21.47"N, 118d50'23.34"W	End: 37d35'22.15"N, 118d51'14.33"W
Project Length: 2.75	Miles
Road Width, Existing: 22' - 24'	Road Width, Proposed: 26' - 28'
Posted speed limit of facility: 10 mph - 35 mph	Proposed speed limit: 10 mph - 35 mph
Project is designed to the following standard:	
<input checked="" type="checkbox"/> AASHTO <input type="checkbox"/> State <input type="checkbox"/> Local Government <input type="checkbox"/> Federal Lands Highway (FLH)	

1. Provide a brief summary of the project (stay within space provided):

The project is intended to rehabilitate and widen Convict Lake Road. Rehabilitation will consist of full pulverization and re-compaction of the existing asphalt surface and placement of a new asphalt section. The roadway will be widened to accommodate bicycle access along Convict Lake Road, and encourage both bicycle and pedestrian circulation between amenities near Convict Lake.

California Access Program Project Application

EXHIBIT A DRAFT

2. **Description of project need:** summarize the need for this project (what purpose does this project serve) (List physical and functional deficiencies, anticipated changes in road use, or known safety problems. Describe consequences and actions that will be taken if Access Program funding is not received).

The current alignment of Convict Lake Road was initially constructed nearly 50 years ago and is in fair condition, however, significant block cracking and edge deterioration are present. Pavement deterioration will accelerate without a major investment. Despite a significant number of cyclists in the Mammoth Lakes area, the narrow roadway, block cracking and edge deterioration can be hazardous and discourage use by both bicycles and pedestrians. Recent planning work by the Inyo National Forest acknowledges the close proximity between the origins and destinations within the Convict Lake recreation area and the opportunity to provide alternatives to motor vehicles.

3. **Description of the proposed work** (Provide a summary of the work required to complete this project:)

As with most roads in the Mono County, cracking is the primary form of deterioration, resulting from the extreme weather and diurnal temperature variation in the Eastern Sierra. Full-depth pulverization provides the opportunity to fully remove existing cracks and provide an adequate base section. In addition, newer performance-graded asphalts and polymerized asphalt concrete have proved to be more resistant to thermal cracking. Widening of the northerly 1.45 miles to 26 feet will provide for an uphill bicycle climbing lane, while widening of the southerly 1.3 miles to 28 feet will provide paved shoulders on each side for use by bicycles and pedestrians.

4. **Key Items of work (check all that apply):**

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Paving | <input type="checkbox"/> Road base or surface Course | <input type="checkbox"/> Major concrete structures |
| <input type="checkbox"/> Major culverts | <input type="checkbox"/> Safety enhancements | <input type="checkbox"/> Earthwork |
| <input checked="" type="checkbox"/> Bridges | <input checked="" type="checkbox"/> Minor drainage improvements | <input checked="" type="checkbox"/> Bicycle/Pedestrian facilities |
| <input type="checkbox"/> Technical study | <input type="checkbox"/> Retaining Walls | <input type="checkbox"/> Transit Facilities |
| <input type="checkbox"/> Other (specify): _____ | | |

Note: Applications that include alternative transportation elements (transit, bicycle, pedestrian, etc), please fill out the supplemental worksheet for alternative transportation, it can be found at: <http://www.cflhd.gov/programs/flap/documents/AlternativeTransportationWorksheet.pdf>

5. **Right-of-Way Acquisition:**

All ROW costs must be accounted for by the applicant, whether borne by the applicant or included as project cost. ROW acquired by the applicant will be detailed under the project cost estimate including in-kind estimates for match.

Is right-of-way acquisition required? Yes No Not Applicable If "no" then proceed to Utilities item

Classification of right-of-way required for project:

- Extensive (5 or more owners) Minor (1-5 owners)

How does the applicant plan to acquire and pay for right-of-way?

N/A

Estimate how long will it take to acquire right-of-way? Describe the key issues and circumstances.

N/A

California Access Program Project Application

EXHIBIT A DRAFT

6. Utilities: All utility relocation costs must be accounted for by the applicant, whether borne by the applicant or included as project cost. Utility relocation costs estimated by the applicant will be detailed under the project cost estimate including in-kind estimates for match.

Identify utilities in the roadway corridor.

Only underground utility crossings have been noted in the roadway corridor.

Would relocation be required? Yes No

How does the Cooperator plan to pay for utility relocation?

N/A

Estimate how long will it take to coordinate or relocate utilities? Describe the key issues and circumstances.

N/A

Criteria 1 - Access Mobility and Connectivity:

1. What FLMAs are accessed by this project:

Name of FLMA	Site(s) or Major Destinations Accessed	Distance from Project (miles)	Annual Visitation Estimate
U. S. Forest Service	Convict Lake	0	353/day average
U. S. Forest Service	John Muir Wilderness	0.3	Unknown

2. Provide any available traffic data from recent counts or other documented sources:

	Current	20-Year Projection	Data Source
Average Daily Traffic (ADT)	<400	<400	Estimated
Seasonal Average Daily Traffic	663		Inyo National Forest
Recreation Visitor Days (RVD)			
% ADT as FLMA visitors/users	%	%	

Note: If no data (i.e., counts) are available, please estimate range. (< 200, 200-500, 500-1000, > 1000 vehicles per day)

3. Describe how the project will improve access to high use FLMA recreational site(s):

In addition to the obvious improvement in ride quality and safety for both automobiles and bicycles along Convict Lake Road, the project has great potential for increasing the number of cyclists venturing to Convict Lake and vicinity. As the resort is situated approximately 10 miles from the Town of Mammoth Lakes, this route could easily become a destination for moderate day rides by both residents and visitors to Mammoth Lakes. Paved shoulders will also enhance pedestrian and bicycle circulation between the campground, lodging, restaurant, general store, marina, and horse stables. Thus improving access for fisherman, hikers, horsemen, and backpackers to the Inyo National Forest and adjacent John Muir Wilderness.

EXHIBIT A DRAFT

4. Describe any other means of access to the FLMA site(s), is there an alternate route, what is the detour length if this route is unavailable:

Convict Lake Road provides the only motor vehicle access to Convict Lake. A limited number of long distance hikers and backpackers may access the site from trails within the John Muir Wilderness.

5. Describe how the project is addressing parking shortages, if applicable:

This road rehabilitation project does not impact existing parking.

6. To what extent does the project improve or provide linkages to alternative modes? Explain in detail. Alternative mode improvements could include transit, bicycles, pedestrians, equestrians, park-and-rides, etc. *Note: This will not apply to all projects.*

Reconstruction and widening of Convict Lake Road will greatly improve bicycle access to Convict Lake from US 395. Both improving access to Convict Lake as a destination with the installation of an uphill bicycle lane and providing widened shoulders along both sides of the road as it levels off and approaches the resort (beginning approximately 4,000 feet from the lake) will expand both cycling and pedestrian opportunities for visitors.

7. What is the anticipated usage for the alternative transportation system? *Note: This may not apply to all projects. Applications specifically for alternative transportation facilities should attach the Alternative Transportation Worksheet, located here: [Link](#)*

(INSERT DATA FROM EASTSIDE VELO)

8. Does the project provide for a new transportation mode on the corridor? Yes No

If so, what modes: _____

9. Will the project reduce congestion and travel time? If yes, how:

As reflected in the relatively low traffic volumes, congestion of vehicular traffic is not currently an issue along Convict Lake Road. This project does not address motor vehicle congestion.

10. How will the project enhance the experience of visitors to the relative FLMA? (e.g.: enhanced way-finding, interpretation at vehicle pull-off, etc):

The project will improve the visitor experiences by enhancing opportunities for alternative modes of transportation through improved bicycle facilities for both accessing the site and traveling throughout the Convict Lake recreation area. In addition, pedestrians can utilize the paved shoulder when travelling between the campground, resort, marina, stables, and the lake. By providing non-motorized transportation opportunities, visitors are more inclined to leave their vehicles and have a more direct, and potentially longer, experience with the natural amenities.

11. How will the project improve connectivity of the transportation network?

US 395 is a designated bicycle route. Widening Convict Lake Road and installing appropriate "Share the Road" signage, along with striping, will provide connectivity to the Convict Lake destination.

12. How does the route connect to other recreational corridors?

Convict Lake Road connects directly with US 395 at its northern terminus. US 395 serves as a backbone for access to recreation all along the Eastern Sierra.

Criteria 2 - Economic Development:

EXHIBIT A DRAFT

1. Describe how the project supports economic development at the local, regional, or state level:

(EXPAND WITH INFO FROM EASTSIDE VELO REGARDING ADDITIONAL BICYCLE TRIPS TO CONVICT LAKE).

2. Describe any economic benefit for Federal Lands due to the project (e.g. renewable, non-renewable or recreational resources):

Throughout the summer months, cyclists tour the Eastern Sierra by travelling along US 395. Since the destination of Convict Lake is just over two miles, those cyclists looking for campsites can easily access and increase usage of the USFS campground. The project will provide safe access for bicycles and the ability to designate Convict Lake Road as a bicycle route, thus encouraging use by cyclists.

(ADD SPECIFIC ECONOMIC BENEFIT INFO FROM RESORT)

Criteria 3 - Condition:

1. What is the current road condition (using standard pavement condition ratings)?

The 2007 California Forest Highway Network and Planning Data indicates Convict Lake Road has an overall rating of "Fair" (pavement condition rating = 56). The ½ mile segment between the resort and marina is rated as "poor". Block cracking and edge deterioration are the primary forms of pavement distress found on Convict Lake Road.

2. List structures and sufficiency ratings included in the project, if any:

National Bridge Inventory Structure #	Bridge Dimension Length x Width	Bridge Sufficiency Rating
N/A		

3. How would the proposed project affect maintenance and operating costs of the existing transportation network?

Without the project, cracking and deterioration will continue, requiring more and more maintenance effort to keep the road serviceable. Rehabilitation of Convict Lake Road will restore the road to excellent condition. Improvement of the base section and use of crack-resistant polymerized asphalt will provide many years of serviceable life with minimal maintenance requirements.

Criteria 4 -Safety:

1. Describe any known safety risks (e.g. crash sites, inadequate sight distance, roadside hazards, poor vertical/horizontal alignment, hazardous intersections, inadequate lane and shoulder widths, etc):

According to California Highway Patrol data, seven motor vehicle accidents were reported for Convict Lake Road between 2002 and 2012 (2 injury accidents and 5 property damage). According to USFS data, the 85 percentile speed is 40 mph. The absence of a paved shoulder and significant edge cracking forces cyclists toward the center of the motor vehicle lane while travelling at slow uphill speeds. In addition, motorists will tend to steer outside of the travel lane to avoid areas of significant cracking and rough ride.

2. How will the project correct safety issues noted above? Describe the benefits of the project (ex: if available, include crash reduction factors or benefit/cost to support your answer):

Providing a bicycle climbing lane along the northerly 1.45 miles will separate slow-moving bicycles from motor vehicle traffic and further encourage use of the road by cyclists. In addition providing paved shoulders within the recreation area reduces potential vehicles conflicts with pedestrians and bicycles.

3. Describe how your project improves safety for a wide range of users:

The project match of \$272,527 (11.47%) will be provided by Mono County and be available during the construction year (2015 or later).

California Access Program Project Application

Criteria 5 - Funding, Coordination and Cost:

EXHIBIT A DRAFT

1. Project Cost Estimate

Fill in amount for appropriate scope items given the Central Federal Lands unit cost listed after each item. When applicable, unit cost is based on a two-lane road. Check all that apply. (If detailed estimate exists for this project it may be used instead of this standard calculation, or if project doesn't fit well into this estimating format.)

Bridge replacement
 Square Feet (SF) of Bridge: _____ x \$250/SF = \$ _____

*If the project is solely a bridge replacement, include a quantity under light 4R to cover approach work required.

Pulverize and aggregate surfacing
 Number of Miles: _____ x \$200k/mile = \$ _____

3R (i.e., Pulverize/Pave)
 Number of Miles: _____ 2.75 x \$720k/mile = \$ _____ 1,980,000

Light 4R (i.e., Regrade Road Template)
 Number of Miles (gravel only): _____ x \$1.2M/mile = \$ _____
 Number of Miles (asphalt): _____ x \$1.6M/mile = \$ _____

Medium 4R (i.e., Widening, Minor Wall Work)
 Number of Miles: _____ x \$3M/mile = \$ _____

Heavy 4R (i.e., Major Widening, Major Wall Work)
 Number of Miles: _____ x \$4.6M/mile = \$ _____

Right of way \$ _____

Utilities \$ _____

Other: _____
 Unit: _____ x \$ _____ /unit = \$ _____

Preliminary Engineering/Construction Engineering
 Use 20% of the total cost unless more detailed information is available . . . \$ _____ 396,000

ESTIMATED TOTAL COST OF PROPOSED PROJECT: \$ _____ 2,376,000

2. Funds requested from Federal Lands Access Program: \$ _____ 2,103,473

3. What is the amount, source, and timing of project match (year(s) available):

The project match of \$272,527 (11.47%) will be provided by Mono County and be available during the construction year (2015 or later).

5. Describe any other funding contributions to project (include cost-sharing and in-kind donations, attach supporting documentation):

No other funding contribution are anticipated. Mono County is otherwise pursuing funding for rehabilitation of ADA pathways within the recreation area but not specifically included in this project.

6. What other funds have been committed to the project? Describe any other funding sources that are available to be used on the project:

None.

7. Quantify the benefit of the project. Please attach your analysis, this will be used to establish cost effectiveness:

(TO BE COMPLETED)

8. Describe any other improvements planned or programmed for the transportation facility in the next 10 years:

No other improvements are planned for Convict Lake Road in the next 10 years.

9. Describe how you plan to maintain the project after completion, including funding:

Convict Lake Road will be maintained by the Mono County Road Division as part of normal maintenance activities funded by the State of California and the Mono County General Fund.

10. What tribal, state, regional, or local plans has this project been included (e.g.: Regional Transportation Plan, Capitol Improvement Program):

(VERIFY WITH GERRY IF ON RTP PROJECT LIST AND WITH JEFF, CIP)

11. Describe how or why this project is consistent with each approved FLMA plans as applicable (e.g., Forest Land Management Plan, US Fish and Wildlife Regional Transportation Plan, etc):

(USFS ASSISTANCE)

12. Who are the key partners in this project (What role have these partners played on this project to date? Describe the support or opposition that this proposed project may receive from outside organizations or the public. Also, include State, and community coordination efforts completed to date.):

Partners in this project include the Eastside Velo Bicycling Club, Convict Lake Resort, Friends of the Inyo, and the US Forest Service. These groups and agencies have provided support letters and valuable information necessary to prepare the project application.

Criteria 6 - Natural and Cultural Resource Protection:

1. Describe any environmental work or permitting that is completed on this project:

None completed to date.

EXHIBIT A DRAFT

2. Identify any known natural or cultural resources associated with this project):

Negative Impact	Positive Impact	No Impact	Unknown Impact	Resource
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wetlands/Water Resources
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Threatened & Endangered Species
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sensitive Species
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other biological resources (fisheries, wildlife, species of concern, etc)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wild & Scenic River
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Non-attainment areas (air quality)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Historic & archaeological resources
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Native American areas/concerns
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wilderness or roadless areas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Parks & recreation areas/wildlife refuge (Section 4(f)/6(f))
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hazardous materials
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Air, noise, and/or visual impacts, list _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other, please explain _____

4. Please describe how the project does the following:

(a) Protects or restores natural, cultural and historic resources:

Convict Lake holds historic significance as it was the site of a 1871 incident where a group of escaped prisoners from Carson City ambushed the posse sent to capture them. This project will rehabilitate the access road, thus providing many more years of access to the historic site.

(b) Enhances wildlife connectivity and habitats:

None.

(c) Reduces pollution (noise, emissions, water, dust):

The project has the potential to reduce noise and vehicle emissions by reducing the number of motor vehicles destined for Convict Lake. Improving the opportunity for travelling to Convict Lake by bicycle, along with providing paved shoulders so that visitors at the site can choose alternative modes of transportation is expected to reduce vehicle traffic along Convict Lake Road and throughout the resort and campground amenities.

3. Describe any opportunities to address existing environmental concerns (reduction in road-related sedimentation, fish passage improvements, dust abatement, managing visitor access, directing vehicles away from sensitive natural resources, etc.):

Widening Convict Lake Road will stabilize those disturbed soil areas directly adjacent to the road and lessen the likelihood that vehicles will leave the roadway surface, disturbing soils and creating airborne dust. Reducing erosion at the point source ultimately leads to reduced sedimentation of the adjacent Convict Creek and other drainages.

4. How does the project incorporate Context Sensitive Solutions (CSS):

Mono County, and particularly the Mammoth Lakes area, has a significant cycling community who uses many of the rural county roads for training and events. In addition to pavement rehabilitation, a primary goal of the project is to provide facilities that encourage cycling and pedestrian activities. Mono County is building relationships with project stakeholders early in the process in an effort to understand any specific concerns they may have, stimulate ideas, and solicit support.

California Access Program Project Application

Project endorsement can be printed, signed and submitted as separate PDF, or signed electronically.

EXHIBIT A DRAFT

Project Endorsement - Agency with Title or Maintenance Responsibility

By signing this sponsorship form, the agency representative certifies that the projects provides access to, is adjacent to, or are located within a Federal recreational site or Federal economic generator. The signatory also certifies that maintenance funding will be provided for a period not less than 20 years.

1. Agency submitting application: Mono County Department of Public Works
2. Name of authorized agency official: Jeff Walters
3. Title: Director of Public Works
4. Signature: _____
5. Date: April 23, 2013
6. Email: jwalters@mono.ca.gov
7. Telephone: 760.932.5440
8. Comments on proposed project (letter of support allowed, please attach):

California Access Program Project Application

This can be printed, signed and submitted as separate PDF, or signed electronically.

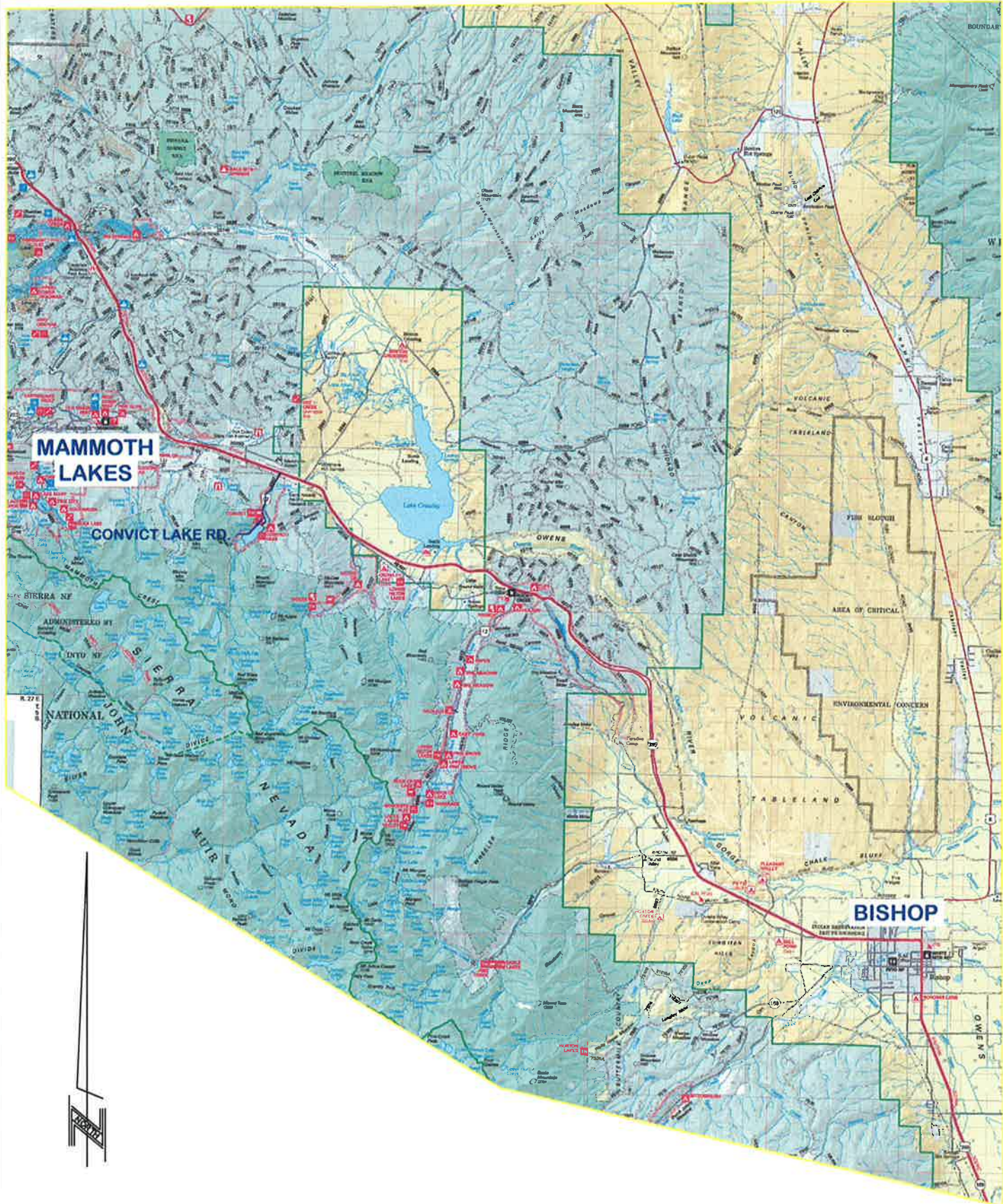
EXHIBIT A DRAFT

Letters of support will also be accepted in lieu of this signature page.

Acknowledgement of Coordination with Federal Land Management Agency

By signing this sponsorship form, the FLMA representative certifies that the projects provides access to, is adjacent to, or are located within a Federal recreational site or Federal economic generator.

1. Federal Land Management Agency (FLMA) supporting project: Inyo National Forest
2. Name of FLMA representative: Edward E. Armenta
3. Title: Forest Supervisor
4. Signature: _____
5. Date: _____
6. Email: earmenta@fs.fed.us
7. Telephone: 760.873.2400
8. Comments on proposed project (letter of support allowed, please attach):



LUMOS
 & ASSOCIATES
 800 E. COLLEGE PARKWAY
 CARSON CITY, NEVADA 89706
 PH. (775) 883-7077 FAX (775) 883-7114

MONO COUNTY PUBLIC WORKS DEPARTMENT

**CONVICT LAKE ROAD
LOCATION SKETCH**

MONO COUNTY

CALIFORNIA

Date: APRIL 1, 2013

Scale: 1" = ±5mi

Job No: 8379.000

FIGURE 1

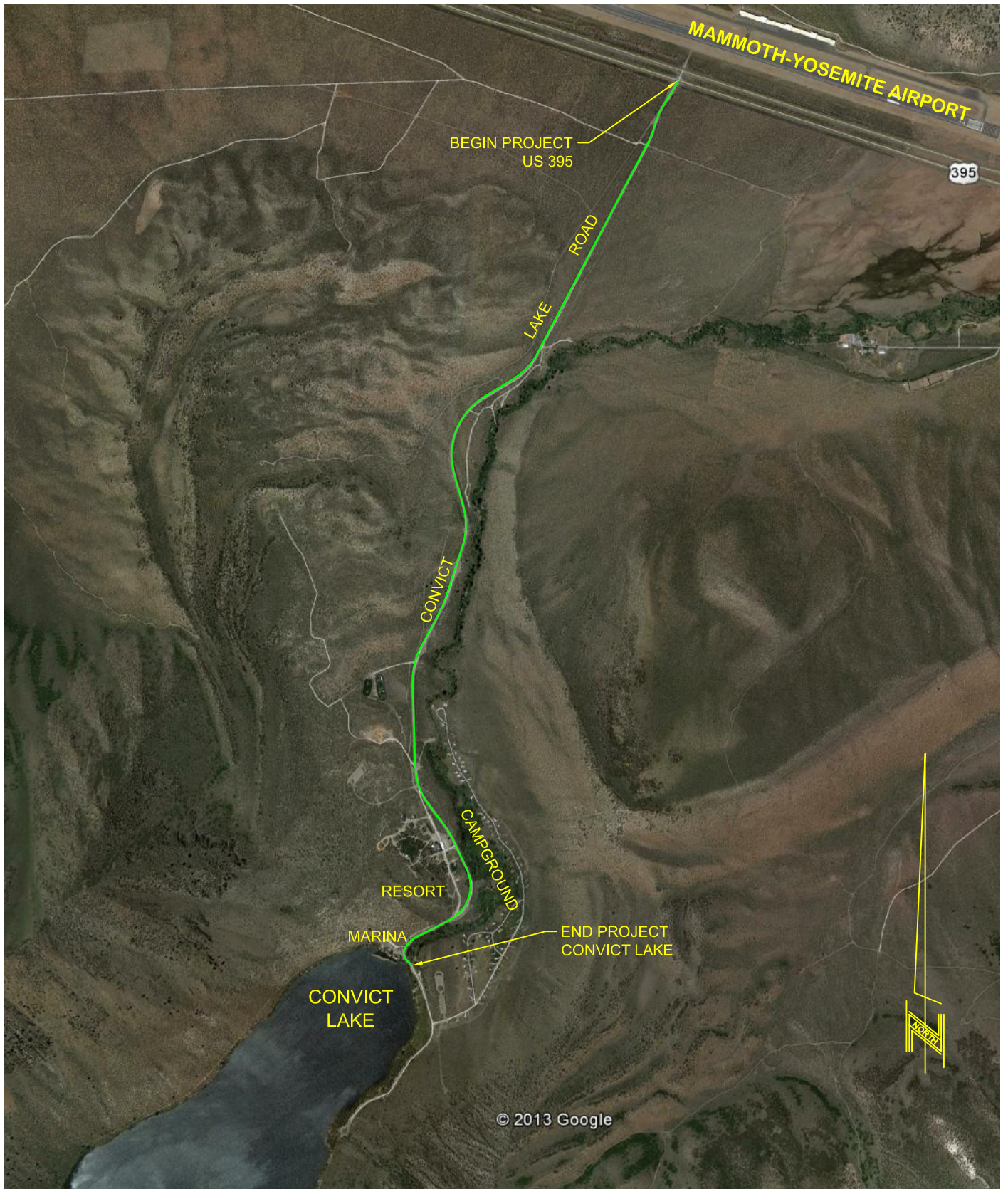
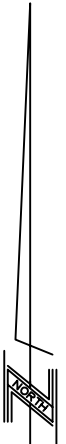
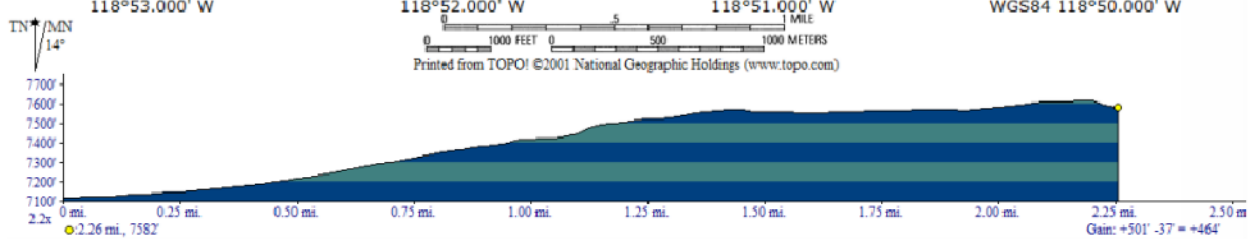
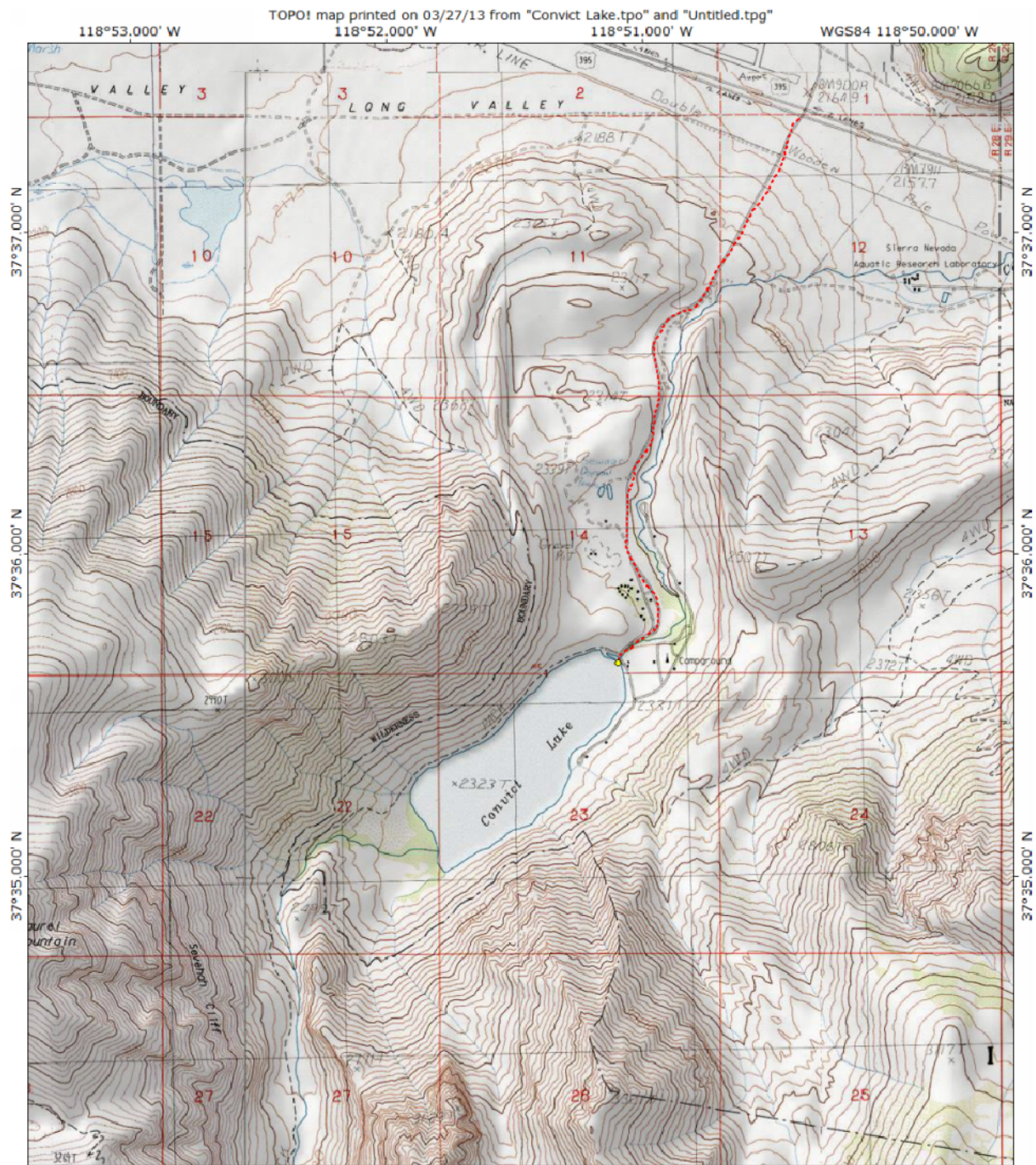


EXHIBIT A DRAFT



LUMOS & ASSOCIATES
 800 E. COLLEGE PARKWAY
 CARSON CITY, NEVADA 89706
 PH. (775) 883-7077 FAX (775) 883-7114

MONO COUNTY PUBLIC WORKS DEPARTMENT

CONVICT LAKE ROAD TOPOGRAPHY

MONO COUNTY CALIFORNIA

Date: APRIL 1, 2013
 Scale: N/A
 Job No: 8379.000
 FIGURE 3



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Human Resources
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Marshall Rudolph
SUBJECT	Employment Contract for Leslie Chapman		

AGENDA DESCRIPTION:

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

Proposed resolution approving a two-year contract with Leslie Chapman as the Director of Finance and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13-____, approving a contract with Leslie Chapman as Director of Finance 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 12-13 is approximately \$35,636.68, of which \$23,228.00 is salary; \$4,528.30 is the employer portion of PERS, and \$7,880.39 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$214,237.27, of which \$139,368.00 is salary; \$26,573.30 is the employer portion of PERS, and \$48,295.97 is the cost of the benefits.

CONTACT NAME: Teresa Neely

PHONE/EMAIL: (760)932-5416 / tneely@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 Chapman](#)
- [Resolution Chapman](#)
- [Contract](#)

History

Time	Who	Approval
4/1/2013 11:44 AM	County Administrative Office	Yes
4/2/2013 11:57 AM	County Counsel	Yes
4/2/2013 10:03 AM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Email: jarkens@mono.ca.gov

Lynda Salcido
Acting County Administrative Officer

March 26, 2013

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Lynda Salcido, Acting County Administrative Officer

Subject: Approval of employment contract for Leslie Chapman

Recommended Action:

Adopt resolution # 13-__ approving a 2-year contract with Leslie Chapman

Discussion:

The approval of this contract allows Ms. Chapman to serve Mono County as Director of Finance effective May 1, 2013. In her previous employment, Ms. Chapman served Inyo County as the elected Inyo County Auditor-Controller for 10 years. She is a Certified Public Accountant licensed in the State of California. She graduated Magna cum Laude from the University of the Pacific in Stockton with a Bachelor's degree in Business Administration/Accounting and has a Master's degree in Accounting from California State University, Sacramento.

Fiscal Impact:

The cost of this position for the remainder of FY 12-13 is approximately \$35,636.68, of which \$23,228.00 is salary; \$4,528.30 is the employer portion of PERS, and \$7,880.39 is the cost of the benefits and is included in the approved budget.

Cost for a full year is \$214,237.27, of which \$139,368.00 is salary; \$26,573.30 is the employer portion of PERS, and \$48,295.97 is the cost of the benefits.

If there are any questions regarding this item, please contact Lynda Salcido at 760-932-5414.

Thank you,

Submitted by: _____ Date: _____
Lynda Salcido, Acting County Administrative Officer



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RESOLUTION NO. R13-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH LESLIE CHAPMAN 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 Leslie Chapman 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 Leslie Chapman. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF LESLIE CHAPMAN

This Agreement is entered into this 16th day of April, 2013, by and between Leslie Chapman and the County of Mono.

I. RECITALS

The County wishes to employ Leslie Chapman as its Director of Finance on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Chapman wishes to accept such employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be April 16, 2013, until April 16, 2015, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Chapman in writing no later than October 16, 2014, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Chapman 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 the County cures the breach and notifies Ms. Chapman 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. Chapman as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.
2. Commencing May 1, 2013, Ms. Chapman shall be employed by Mono County as a Director of Finance, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Chapman accepts such employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Chapman's employment.
3. Effective May 1, 2013, Ms. Chapman's salary shall be \$11,614 per month. During each calendar year commencing with 2013, the Board of Supervisors may increase or decrease Ms. Chapman's then-current salary in its discretion; provided, however, that the Board shall not decrease her salary by more than two percent (2%) during any one calendar year. In exercising its discretion to increase or decrease Ms. Chapman's salary, the Board may consider the survey and cost-of-living-adjustment principles of the County's management compensation policies (most recently amended by Board Resolution R10-74), but

Ms. Chapman's salary and compensation shall not be formally governed by such policies and thus, among other things, she shall not be eligible at any time to receive "performance pay" under those policies. Ms. Chapman understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County.

4. Ms. Chapman shall 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 be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Chapman 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. (Due to Ms. Chapman's start date of May 1, 2013; her merit leave shall be pro-rated to 53 hours for 2013.)
5. The County shall reimburse Ms. Chapman for reasonable moving expenses up to \$500.00 in relocating to the Mono County area. Ms. Chapman shall provide the County Administrative Officer with receipts or other proof of actual expenditures made.
6. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Chapman's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Chapman 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, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, because Ms. Chapman is being hired by the County within six months of leaving another CalPERS agency, the CalPERS retirement formula applicable to her County employment will be "2.5% @ 55" (the formula in effect on December 31, 2012). 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," amended most recently by Resolution R11-56 of the Mono County Board of Supervisors

and as the same may be further amended from time to time and unilaterally implemented by the County.

8. Ms. Chapman 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. Chapman 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. Chapman'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).
9. Consistent with the "at will" nature of Ms. Chapman's employment, the County Administrative Officer may terminate Ms. Chapman'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. Chapman 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 County Administrative Officer may, in his or her discretion, take during Ms. Chapman's employment.
10. May 1, 2014, (i.e., after the first twelve months of employment), Ms. Chapman 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. Chapman 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. Chapman shall receive severance pay equal to six months' salary in the event that termination occurs after the County has

notified Ms. Chapman that it intends to negotiate a renewal of this Agreement 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 (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).

11. Notwithstanding the foregoing, Ms. Chapman shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time he or she 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. Chapman 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.
12. Ms. Chapman 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. Chapman shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Chapman.
14. 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. Chapman'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. Chapman's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
15. Ms. Chapman acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Chapman 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 April 16, 2013.

LESLIE CHAPMAN

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Kathy Peterson
SUBJECT	Children's Trust Fund Request		

AGENDA DESCRIPTION:

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

Request of the Mono County Child and Family Advisory Board to spend funds held in the County's Children's Trust Fund.

RECOMMENDED ACTION:

Approve request to use Children's Trust Fund monies in an amount not to exceed \$800.00 to fund the purchase of child passenger car seats for distribution to Mono County families, as recommended by the Child and Family Advisory Board.

FISCAL IMPACT:

The total request for funding is an amount not to exceed eight hundred dollars (\$800.00). The Mono County Children's Trust Fund currently has available funding to meet the cost of this request. Accordingly, all requested funds shall come from the Mono County Children's Trust Fund and there is no cost to the Mono County General Fund.

CONTACT NAME: Kathy Peterson

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, Social Services - Mammoth

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Cover Memo](#)

[Exh A Children's Trust Fund Resolution](#)

[Exh B Draft CAPC Minutes](#)

[IMACA Memo RE: Car Seat Program](#)

History

Time	Who	Approval
4/1/2013 11:07 AM	County Administrative Office	Yes
4/10/2013 3:10 PM	County Counsel	Yes
4/2/2013 10:14 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
Director

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

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



To: Honorable Board of Supervisors

From: Kathy Peterson, Social Services Director 
at the request of the Mono County Child and Family Advisory Board

Date: April 16, 2013

Re: Request of the Mono County Child and Family Advisory Board to spend funds held in the County's Children's Trust Fund.

Recommended Action:

Approve request to use Children's Trust Fund monies in an amount not to exceed \$800.00 to fund the purchase of child passenger car seats for distribution to Mono County families, as recommended by the Child and Family Advisory Board.

Fiscal Impact:

The total request for funding is an amount not to exceed eight hundred dollars (\$800.00). The Mono County Children's Trust Fund currently has available funding to meet the cost of this request. Accordingly, all requested funds shall come from the Mono County Children's Trust Fund and there is no cost to the Mono County General Fund.

Discussion:

In 2001 the Mono County Board of Supervisors (BOS) passed Resolution R01-114 creating the Mono County Child and Family Advisory Board (commonly known as the Mono County Child Abuse Prevention Council or CAPC) and establishing a County Children's Trust Fund. A copy of such Resolution is attached to this Staff Report as Exhibit A. In accordance with California Welfare and Institutions Code Sections 18966 et seq., the County Children's Trust Fund is funded through fees collected from Birth Certificates in addition to certain state funding known as the Community Based Child Abuse Prevention Grant (CBCAP). California Welfare and Institution section 18967 further provides that the funds held in the

Children's Trust Fund shall be used to fund programs that the CAPC feels meet the goals set forth above. Upon receipt of such proposals the Mono County BOS shall make the final determination as to whether such programs shall be funded. The CAPC comes before the BOS with a request to fund a program it feels will aid in preventing child abuse and neglect in Mono County.

In accordance with the draft Minutes of the March 11, 2013 CAPC meeting, the Council is recommending that funds held in the County Children's Trust Fund be used in part to fund car seats for distribution to Mono County families through the Inyo Mono Advocates for Community Action (IMACA) Child Passenger Car Seat Program. A copy of the draft Minutes of the above referenced meeting is attached to this Staff Report as Exhibit B.

IMACA provides no-cost child passenger car seats to low-income families in Mono County. Currently, all the families served through the car seat program have been from Mammoth. In April 2013 IMACA staff will attend planned Health and Safety Fairs in Coleville, Lee Vining, Bridgeport and Benton to provide car seat safety checks, distribute child car seat information, and promote the IMACA Car Seat Program. Thereafter, IMACA will provide Child Car Seat training and distribution in outlying Mono County communities two times per year, as well as continue the training and distributions in Mammoth. IMACA will share with parents and caregivers changes to the CPS (Child Passenger Seat) law that went into effect on January 1, 2012.

By providing free child passenger car seats and education on proper installation, IMACA's intention is to prevent incidences of child neglect in Mono County.

A copy of the Proposal is attached hereto and made a part hereof as Exhibit C. The Child Abuse Prevention Council is requesting funding not to exceed eight hundred dollars (\$800.00).



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RESOLUTION NO. R01- 114

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DESIGNATING THE MONO COUNTY CHILD AND FAMILY ADVISORY BOARD AS ITS "DESIGNATED COMMISSION" THAT SHALL CARRY OUT THE PURPOSES OF ARTICLE 5 OF CHAPTER 11 OF PART 6 OF DIVISION 9 OF THE WELFARE AND INSTITUTIONS CODE (CHILDREN'S TRUST FUND), AND ESTABLISHING THE MONO COUNTY CHILDREN'S TRUST FUND

WHEREAS, a board of supervisors may designate an existing local voluntary commission, board or council (hereinafter referred to as "designated commission") in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund); and

WHEREAS, the designated commission must either be a commission whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services, or whose duties relate to human services; and

WHEREAS, when a board of supervisors designates such a commission, it shall also establish a county children's trust fund; and

WHEREAS, the duties of a designated commission include establishing criteria for determining those programs that shall receive funding from the children's trust fund, accepting and prioritizing proposals that meet such criteria, and making recommendations to the board of supervisors as to those proposals that the commission feels should receive funding; and

WHEREAS, the Mono County Child and Family Advisory Board is an existing local voluntary commission, board or council whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors as follows:

SECTION ONE: Pursuant to Section 18965 of the Welfare and Institutions Code, the Board hereby designates the Mono County Child and Family Advisory Board as its "designated commission" in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

SECTION TWO: Pursuant to Section 18966 of the Welfare and Institutions Code, the Board hereby establishes the Mono County Children's Trust Fund. The Fund shall consist of such funds and be administered for such purposes as are specified by Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

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PASSED AND ADOPTED this 20th day of November , 2001 by the following vote:

AYES : Supervisors Cecil, Farnetti, Pipersky & Ronci
NOES : NONE
ABSTAIN : NONE
ABSENT : Supervisor Hunt

ATTEST: 
RENN NOLAN
Clerk of the Board


Tom Farnetti, Vice Chairman
Board of Supervisors

APPROVED AS TO FORM:


COUNTY COUNSEL

Mono County Child Abuse Prevention Council

North Star Counseling Center

365 Sierra Park Road, Suite 103, Mammoth Lakes

March 11, 2013 12:00-1:00PM

Draft Minutes

CAPC Members Present: Barbara Miller, Sandra Pearce, Susi Bains, Robbi Downey, Robyn Wisdom. **Guests:** Karen Olson, Ellen Thompson. **CAPC Coordinator:** Didi Tergesen.

Call to Order: The meeting was called to order by Barbara Miller at 12:02 PM.

Public Comment: There was no public comment.

Approval of Minutes: Susi Bains moved to approve the amended December 10, 2012 draft minutes. Sandra Pearce seconded the motion. **Motion carried.**

CAPC Membership Update: Kathy Peterson, as the new Director of Social Services will no longer serve on the CAPC. Mary Stanley retired from Social Services, so will no longer be on the CAPC. Robbi Downey announced she is leaving the area at the end of the month. At this time, no new *letters of interest* were submitted. We will continue to pursue new members to expand the CAPC.

Mono County CAPC Mission Statement and Website: Didi Tergesen introduced the new CAPC website that was created with help from Sandra Pearce and Kirk Hartstrom, from Mono County IT. The CAPC webpage is housed within Mono County's website, under "Boards and Commissions". Now that we are able to update and manage our website, it may be a good time to reassess our Mission Statement and Goals. Didi will send out the current Mission Statement and Goals for review with some suggestions for new CAPC Mission Statements. Updating the Mission Statement and Goals will be an action item on the next meeting agenda. Also, Didi will continue to add content to and manage the website. Please consider this a great opportunity to share resources, programs, trainings etc.

Program Updates:

- **CAPIT (Child Abuse Prevention, Intervention and Treatment)**
- **CBCAP (Community Based Child Abuse and Prevention Program)**
- **PSSF (Promoting Safe and Stable Families)**
 1. **Wild Iris:** CBCAP, PSSF and CAPIT Activities - Susi Bains shared that Wild Iris, through the CAPIT grant is offering two new parenting classes – one in Chalfant and one in Mammoth Lakes. Wild Iris has a total of two parenting classes in Mammoth (one in English and one in Spanish). Additionally, there is a weekly Parent Support group in Mammoth attended by 13 individuals. Through PSSF funds, Wild Iris is working with two families involved in reunification. Under the CBCAP, Wild Iris has referred six clients who are uninsured or underinsured to receive counseling from Mono County Behavioral Health Department. Wild Iris has started a Community Outreach and Education campaign for Child Abuse Prevention Month. Currently they have 30-second PSA's on the radio. Next month they will continue with newspaper articles and advertisements in both English and Spanish.
 2. **First 5 Mono County:** CAPIT Activities, John Fisher provided a written summary of the "Parenting Partners Year to Date Report" (see attached).
 3. **IMACA:** This past fall, Alex Ellis and Marlo Preis offered a "Child Abuse Mandated Reporter Training" for local child care providers. The training was well attended and well received. Participants explored topics such as child abuse and neglect warning signs, what constitutes neglect, culturally acceptable discipline, provider responsibility and how to complete report forms. IMACA is interested in providing an annual

training. Two online Mandated Reporter trainings were mentioned (UC Davis and Rady's) as additional valuable resources. These links will be added to our website.

4. Strengthening Families

a. Supporting Father Involvement (SFI): Robbi Downey shared that she, Ana Danielson and Didi Tergesen went to a one-day training on SFI in Sacramento on January 11, 2013 where they gained information on the importance of the father's role and ways to encourage greater father involvement. Simple strategies such as changing office décor, posters depicting negative images of males and mother-dominated forms were offered as ways to create a more welcoming environment for men. A more in depth SFI grant is being offered through Sierra-Sacramento Regional Coalition and Strategies that would provide training to 2 Mental Health Providers per county. The Strengthening Families team will look to possibly coordinate with another small county (Inyo or Alpine) to receive this grant and more in depth training. The Strengthening Families team will continue to look at ways to encourage greater Father Involvement locally.

b. An Introduction to the Protective Factors (PF): Sandra Pearce shared that "An Introduction to the 5 PF" training held in Bishop on February 7, 2013 was well attended by Mono County (16 participants attended from Mono County, 6-7 from Inyo County and 2-3 from Alpine). This training was paid for from the Children's Trust Fund. The training combined good presentations with practical activities. If we would like to offer a Strategies training in Mono County, they offer free trainings and are willing to come to Mono County. This may be something that the Strengthening Families team will pursue for a Community Educational event for next fall.

Update on County Self Assessment (CSA): Karen Olsen, Community Services Solutions (CSS), is currently doing the County Self Assessment (CSA). They have completed 9 out of the 10 sections. They have incorporated CAPC activities into the report. The CSA will be sent for edit to the Child Welfare and Probation Departments. The Draft CSA Report will be sent to the state for review and edits in Middle mid-April. The Final 2013 CSA will be presented to the Board of Supervisors in Mid-May. The CSA cycle will be every 5 years now.

Update on Children's Trust Fund Balance: As of 3/4/2013 there was a balance of \$5,000 in the CTF. After MCOE is reimbursed the \$960 for the 16 registrations for An Intro to the PF, the balance will be \$4040.

IMACA request for CTF: Robyn Wisdom from IMACA presented a request for Children's Trust Fund monies to purchase 7 additional car seats for low-income families. Last year, First 5 received a Child Passenger Car Seat Technician mini-grant. First 5 contracted with IMACA, who had two individuals trained as Certified Technicians. IMACA would like to continue to offer free car seats to low-income families. The initial request was for \$730. The council discussed increasing the amount to not to exceed \$800 to cover any potential increases in cost or shipping. Susi Bains moved to recommend funding IMACA's Child Car Seat proposal from the Children's Trust Fund in an amount not to exceed \$800. Robbi Downey seconded the motion. **Motion carried.**

Round Table Discussion: Wild Iris is hosting two Darkness2Light trainings – one in Bishop (which is full) and one in Mammoth (still open). The training teaches individuals how to recognize and respond to child sexual abuse. The Mammoth training will be on April 29, 2013 from 8:00 AM to 12:00 PM. The Registration Form is available for download on our CAPC website. Mammoth Hospital is hosting a Kid Safe Coalition meeting on Thursday, March 28th from 1:30 – 3:00 PM. Sandra will email Didi with additional information to send out to the CAPC.

Next meeting June 10, 2013 12:00 – 1:00 PM North Star Counseling Center

Meeting adjourned at 1:03 PM

Respectfully submitted; Didi Tergesen, Mono County CAPC Coordinator



People Helping People

Request for Use of Children's Trust Fund Monies to Support the IMACA Child Passenger Car Seat Program

Administration
Emergency
Services
Housing
224 S. Main St.
P.O. Box 845
Bishop, CA 93514
(760) 873-8557
800-541-1822
Fax 760-873-8182

Community
Connection
for Children
625 Old Mammoth
Rd.
P.O. Box 8571
Mammoth Lakes, CA
93546
(760) 934-3343
800-317-4600
Fax (760) 934-2075

IMACA Head Start
Administration Office
218-A S. Main St.
Bishop, CA 93514
(760) 873-3001
Fax (760) 873-6724

Glass Mountain
Apartments
3554 Main St.
Mammoth Lakes, CA
93546
(760)) 924-3888

Valley Apartments
156 E. Clark St.
Bishop, CA 93514
(760) 873-8557

February 19, 2013

The Inyo Mono Advocates for Community Action is a non-profit organization seeking to empower clients to improve their living conditions through advocacy, affordable housing, assistive technology service, child care resource and referral and subsidies, commodities distribution, economic development, emergency food and shelter, energy assistance, energy conservation and education, Head Start and State Preschool, holiday food and gifts, home weatherization, information and referral, parent support and education, and rental assistance, educational opportunities and trainings for families and child care professionals.

Request: Inyo Mono Advocates for Community Action (IMACA) is requesting nte \$800 (eight hundred dollars) from the Mono County Children's Trust Fund for the purpose of purchasing Child Passenger Car Seats.

One of the reasons the Child Passenger Car Seat Program is being offered by IMACA is to share with parents and caregivers changes to the CPS (Child Passenger Seat) law that went into effect on January 1, 2012. Vehicle Code Section 27360 extended the existing CPS law to include a requirement to keep youngsters in booster seats up to age eight. It now states:

27360. (a) Except as provided in Section 27363 a parent, legal guardian, or driver shall not transport on a highway in a motor vehicle, as defined in paragraph (1) of subdivision (3) of Section 27315, a child or ward who is under eight years of age, without properly securing that child in a rear seat in an appropriate child passenger restraint system meeting applicable federal motor vehicle safety standards.

In June 2012 First 5 Mono County obtained one time grant funding and partnered with Inyo Mono Advocates for Community Action (IMACA) to provide no-cost child passenger car seats to low income families in Mono County. Through this grant IMACA Community Connection staff attended car seat technician training and became certified car seat technician(s). In addition, the grant funds purchased 16 child car seats and 10 child booster seats to be distributed through the IMACA Child Passenger Car Seat Program. In the last 8 months child car seat information and 10 car seats and 1 booster seat have been distributed by the certified IMACA car seat technician(s) to 11 families/caregivers at the Child Care Connection office in Mammoth Lakes and at car seat check up events throughout Mono County. In April 2013 IMACA staff will attend the Health and Safety Fairs in Coleville, Lee Vining, Bridgeport and Benton to provide car seat safety checks, distribute child car seat information and promote the IMACA Car Seat Program.

Families have been referred to the IMACA Car Seat Program from CPS, doctor's offices and the Mammoth Hospital. Other families have heard about the program and have come to the IMACA CCC office on their own. At this point all the families served have been from Mammoth. It is our intention, beginning with the Health and Safety Fairs in

April 2013, to provide Child Car Seat training and distribution in the outlying communities in Mono County two times per year as well as continue the training and distributions in Mammoth.

The families self-certify using the IMACA in-take form and the program keeps record of number of families served, number of car seats distributed as well as an inventory of car seats on hand. A referral form has been distributed to agencies throughout the county which allows tracking of families referred to the program.

Thank you for considering this funding request. I am available to answer any questions that you might have regarding this funding request and the IMACA Child Car Seat Passenger program.

Sincerely,

Robyn Wisdom

Robyn Wisdom
Child Development and Family Services Director
rwisdom@imaca.net

Serving Inyo, Mono & Alpine Counties Since 1981



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS	Clerk / Recorder		
TIME REQUIRED	20 minutes	PERSONS APPEARING BEFORE THE BOARD	John-Carl Vallejo
SUBJECT	Update to MCC Chapter 3.24		

AGENDA DESCRIPTION:

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

Proposed ordinance of the Mono County Board of Supervisors Amending sections 3.24.020, 3.24.060, 3.24.080, 3.24.100, 3.24.110, 3.24.120, 3.24.140, 3.24.150, 3.24.160 and 3.24.170, repealing section 3.24.130, and adding sections 3.24.180, 3.24.190, 3.24.200 and 3.24.210 to the Mono County Code pertaining to real property transfer tax.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: 760.924.1700 / jvallejo@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 - Chapter 3.24 Update](#)
- [Draft Ordinance](#)
- [MCC chapter 3.24 \(existing\)](#)

History

Time	Who	Approval
4/2/2013 1:54 PM	County Administrative Office	Yes
4/10/2013 2:35 PM	County Counsel	Yes
4/3/2013 3:01 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: John-Carl Vallejo

DATE: 04/16/2013

RE: Documentary Transfer Tax Ordinance Clarifying Amendments

Recommendation:

First Reading.

Fiscal/Mandates Impact:

No impact.

Discussion:

This agenda item is the first reading of the ordinance proposing updates and clarification to Mono County Code Chapter 3.24. If approved, a second reading will be agendized for the next Board meeting.

Simply stated, the Documentary Transfer Tax (“DTT”), also known as the Real Property Transfer Tax, is a tax imposed on the transfer of lands. For example, the tax applies to the sale of a house, lot, commercial space, and other rights to the use and control of real property. The authority to impose this tax was created in the California Revenue and Taxation Code back in the 1960s. Mono County passed its ordinance imposing the tax in 1967. The ordinance is largely unchanged since that time. The ordinance is found in Chapter 3.24 of the Mono County Code, a copy of which is attached to this staff report for your reference.

As the Board is aware, the County was recently involved in a litigation matter surrounding a dispute about the scope of transactions to which DTT applies. That matter, and others since, lead to a desire to clarify for the general public the scope of the tax. This proposed ordinance is aimed at that goal.

The following clarifications and changes are proposed:

- The existing section 3.24.020 is the operative provision of our Code imposing DTT. This section was updated to include a definition of its key terms. These definitions are declarative of current law and are not intended to expand the scope of the tax.
- The existing section 3.24.060 was amended to reflect changes to the laws affecting our DTT ordinance.
- The heading of section 3.24.080 was amended for clarity. Section 080 was also amended to reflect changes to the laws affecting our DTT ordinance. A subsection was also added to section 3.24.080 to reflect an exemption in Revenue and Taxation Code Section 11925.
- The existing section 3.24.100 related to the repurchase of unused stamps. That provision is long-outdated, and was replaced with a provision exempting transfers of real property assets shared by spouses. This update is guided by Revenue and Taxation Code Section 11927.
- The existing section 3.24.110 related to the Recorder's obligation to report the DTT collected. This requirement was relocated to section 3.24.180. Section 3.24.110 was replaced with a provision exempting buy-back agreements with agencies that would not otherwise be subject to the tax. This update is guided by Revenue and Taxation Code Section 11929.
- The existing section 3.24.120 related to the what information and payment to the Recorder's office was required before a record of the property transaction would be recorded. These provisions were relocated to section 3.24.160. Section 3.24.120 was replaced with a provision exempting conveyances involving nonprofit corporations. This provision is guided by Revenue and Taxation Code Section 11929.
- The existing section 3.24.130 related to a tax payer's ability to challenge the DTT paid. That provision was repealed, but its substance was relocated to section 3.24.210.
- The existing section 3.24.140 related to the interpretation of Chapter 3.24. This interpretation provision was restated and relocated to Section 3.24.020. Section 3.24.140 was replaced with a provision explaining to the taxpayer what information they must provide when claiming an exemption to DTT.
- The existing section 3.24.150 related to the ability of the Recorder to investigate a transaction for which he/she has reason to believe that the full amount of the tax owed was not paid. These provisions were relocated to section 3.24.170, and the related title was changed for the sake of clarity. Section 3.24.150 was replaced with the provision

requiring the parcel number information to be included on the document to be recorded (previously located in section 3.24.160).

- The existing section 3.24.160 related to the requirement that a taxpayer include parcel number information on the document to be recorded. That provision was relocated to section 3.24.150. Section 3.24.160 was replaced with the provision relating to the what information and payment to the Recorder's office was required before a record of the property transaction would be recorded (previously section 3.24.120).
- The existing section 3.24.170 related to criminal repercussions for violation of the ordinance. That provision was relocated to Section 3.24.180. Section 3.24.170 was replaced with a provisions relating to the ability of the Recorder to investigate a transaction for which he/she has reason to believe that the full amount of the tax owed was not paid (formerly section 3.24.150).
- There is no existing section 3.24.180. The proposed section 3.24.180 contains the provisions related to the reporting of taxes collected to the Auditor/Controller (previously section 3.24.170).
- There is no existing section 3.24.190. The proposed section 3.24.180 contains the provisions related to criminal liability for a violation of the ordinance (previously section 3.24.110).
- Section 3.24.200 was added to notify taxpayers that the tax is considered to be a debt owed to the County.
- Section 3.24.210 was added and includes the notification to the taxpayer about how to challenge DTT paid. This was formerly section 3.24.130.

If you have any questions regarding this item, please call me at (760) 924-1712.



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ORDINANCE NO. ORD13- _____
AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
AMENDING SECTIONS 3.24.020, 3.24.060, 3.24.080, 3.24.100, 3.24.110, 3.24.120,
3.24.140, 3.24.150, 3.24.160 AND 3.24.170, REPEALING SECTION 3.24.130, AND
ADDING SECTIONS 3.24.180, 3.24.190, 3.24.200 AND 3.24.210 TO THE MONO
COUNTY CODE PERTAINING TO REAL PROPERTY TRANSFER TAX

WHEREAS, Mono County Code Chapter 3.24 imposes an excise tax on the transfer of real property interests; and

WHEREAS, recent events made Mono County aware that some members of the public were uncertain as to what constituted a transfer of a real property interest within the meaning of the currently existing Mono County Code Chapter 3.24 and how the tax liability is calculated; and

WHEREAS, Mono County desires to clarify for the public the scope of its existing Real Property Transfer Tax and to clarify how the amount of the Real Property Transfer Tax is calculated; and

WHEREAS, Mono County desires to amend Mono County Code Chapter 3.24 to account for exemptions specified by state law and modifications to the provisions of relevant federal laws; and

WHEREAS, all provisions of this ordinance are declarative of existing law;

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

SECTION ONE: Section 3.24.020 of the Mono County Code shall be amended to add the following language to the end of the section:

“For purposes of this section, the definition of “realty sold” includes, but is not limited to, a change in ownership as currently set forth in Part 0.5, commencing with Section 60 of Division 1 of the Revenue and Taxation Code, with special reference to Sections 64(c) and 64(d). For the purposes of this section “lien or encumbrances” means third-party liens or encumbrances that are not accounted for in the financing of the property transaction, but does not mean financing mechanisms for the property transfer, such as the purchaser assuming a mortgage or loan on the property held by the seller.”

SECTION TWO: Section 3.24.060 of the Mono County Code is amended so that the references in subsection 2 to “subdivision (m) of Section 205” and in subsection 3 to “subdivision (3) of Section 506” shall be changed to instead reference “Section 101.”

SECTION THREE: The heading of Section 3.24.080 of the Mono County Code shall be amended to read as follows: “Exemption – Partnership interest & method of holding title transfers.”

SECTION FOUR: The references to the year “1954” in subsections (A)(1) and (A)(2) of Section 3.24.080 of the Mono County Code shall be amended to instead read “1986, as may be amended.”

1 **SECTION FIVE:** Subsection D shall be added to Section 3.24.080 of the Mono
2 County Code to read as follows:

3 “D. No levy shall be imposed pursuant to this chapter by reason of any
4 transfer between an individual or individuals and a legal entity or between legal
5 entities that results solely in a change in method of holding title to the realty and
6 in which proportional ownership interests in realty, whether represented by
7 stock, membership interest, partnership interest, co-tenancy interest, or
8 otherwise directly or indirectly, remain the same immediately after the transfer.”

9 **SECTION SIX:** Section 3.24.100 of the Mono County Code shall be amended to
10 read as follows:

11 **“3.24.100 Allocation of assets between spouses.**

12 A. The tax imposed pursuant to this chapter shall not apply to any deed,
13 instrument or writing which transfers, divides or allocates community, quasi-
14 community or quasi-marital property assets between spouses for purposes of
15 effecting a division of the same, which is required by a judgment decreeing a
16 dissolution or legal separation, by a judgment of nullity or by any other
17 judgment or order rendered pursuant to the Family Code, or by a written
18 agreement between the spouses, executed in contemplation of any such
19 judgment or order, whether or not it is incorporated as part of any such
20 judgment or order.

21 B. In order to qualify for the exemption provided in subdivision (A), the
22 deed, instrument or writing shall include a written recital, signed by either
23 spouse, stating that it is entitled to the exemption.”

24 **SECTION SEVEN:** Section 3.24.110 of the Mono County Code shall be amended
25 to read as follows:

26 **“3.24.110 Certain deeds with agreement for purchaser to re-convey.**

27 The tax imposed pursuant to this chapter shall not apply with respect to any
28 deed, instrument, or other writing by which realty is conveyed by the State of
California, any political subdivision thereof, or agency or instrumentality of
either thereof, pursuant to an agreement whereby the purchaser agrees to
immediately re-convey the realty to the exempt agency.”

SECTION EIGHT: Section 3.24.120 of the Mono County Code shall be amended
to read as follows:

“3.24.120 Certain conveyances involving nonprofit corporations.

 The tax imposed pursuant to this chapter shall not apply with respect to any
deed, instrument or other writing by which the State of California, any political
subdivision thereof, or agency or instrumentality of either thereof, conveys to a
nonprofit corporation realty the acquisition, construction, or improvement of
which was financed or refinanced by obligations issued by the nonprofit
corporation on behalf of a governmental unit, within the meaning of Section
1.103-1(b) of Title 26 of the Code of Federal Regulations.”

1 **SECTION NINE:** Section 3.24.130 of the Mono County Code is hereby repealed.

2 **SECTION TEN:** Section 3.24.140 of the Mono County Code shall be amended to
3 read as follows:

4 **“3.24.140 Claims of exemption.**

5 Except as otherwise provided by law, every person who records a deed,
6 instrument, or writing, on behalf of him/herself or an entity, which he/she
7 claims is exempt from the tax imposed pursuant to this chapter, shall declare in
8 writing, under penalty of perjury, in the manner and form prescribed by the
9 recorder, the reason why it is exempt under law.”

10 **SECTION ELEVEN:** Section 3.24.150 of the Mono County Code shall be
11 amended to read as follows:

12 **“3.24.150 Assessor parcel number requirements.**

13 A. Every deed, instrument or writing by which lands, tenements or other
14 realty is sold, granted, assigned, transferred or otherwise conveyed shall have
15 noted upon it the tax roll parcel number. The number will be used only for
16 administrative and procedural purposes and will not be proof of title and in the
17 event of any conflicts, the stated legal description noted upon the document shall
18 govern.

19 B. The validity of such a document shall not be affected by the fact that such
20 parcel number is erroneous or omitted, and there shall be no liability attaching to
21 any person for an error in such number or for omission of such number.

22 C. The recorder shall not accept any deed, instrument or conveyance for
23 recording unless the tax roll parcel number has been noted upon it. A parcel
24 which has been created by the division of an existing parcel and which at the
25 time of recording has no separate parcel number shall have noted upon it the
26 words "portion of" and the parcel number of the parcel from which it was
27 created.”

28 **SECTION TWELVE:** Section 3.24.160 of the Mono County Code shall be
amended to read as follows:

“3.24.160 Recordation subject to payment of tax.

 The Recorder shall not record any deed, instrument, or writing subject to the tax
imposed by this chapter unless the tax is paid. A declaration of the amount of
tax due, signed by the party determining the tax or his/her/its agent, shall
appear on the face of the document. The declaration shall include a statement
that the consideration or value on which the tax due was computed was, or that
it was not, exclusive of the value of a lien or encumbrance remain on the interest
or property conveyed at the time of sale. If the party submitting the document
so requests, the declaration may be made on a separate paper which shall be
affixed to the document by the Recorder after the permanent record is made and
before the original is returned as specified in Government Code Section 27321.”

1 **SECTION THIRTEEN:** Section 3.24.170 of the Mono County Code shall be
2 amended to read as follows:

3 **“3.24.170 Authority to require records.**

4 The Recorder may rely on the declaration as to the amount of the tax due
5 provided he/she has no reason to believe that the full amount of the tax due has
6 not been paid. However, should the Recorder become aware of information
7 indicating that the full amount of the tax due has not been paid, after the
8 recording of the deed, instrument, or writing subject to the tax imposed by this
9 chapter, the Recorder may, by notice served upon any person or entity liable
therefor, require him/her/it to furnish a true copy of his/her/its records
relevant to the amount of the consideration or value of the interest or property
conveyed. The Recorder may also demand that the person(s) and/or entity(s)
liable for the tax pay the full amount of tax due, and the Recorder may pursue
said demand by any and all lawful means. ”

10 **SECTION FOURTEEN:** Section 3.24.180 shall be added to the Mono County
Code and shall read as follows:

11 **“3.24.180 Collection report required.**

12 On or before the fifteenth day of the month the Recorder shall report to the
13 County Auditor the amounts of taxes collected during the preceding month
pursuant to this chapter and each city ordinance.”

14 **SECTION FIFTEEN:** Section 3.24.190 shall be added to the Mono County Code
and shall read as follows:

15 **“3.24.190 Violation a misdemeanor.**

16 Any person or person who makes, signs, issues or accepts or causes to be made,
17 signed, issued or accepted, and who submits or causes to be submitted for
18 recordation any deed, instrument, or writing subject to the tax imposed by this
chapter and makes any material misrepresentation of fact for the purpose of
19 avoiding all or any part of the tax imposed by this chapter shall be guilty of a
misdemeanor. No person or persons shall be liable, either civilly or criminally,
20 for any unintentional error made in designating the location of the lands,
tenements, or other realty described in a document subject to the tax imposed by
this chapter.”

21 **SECTION SIXTEEN:** Section 3.24.200 shall be added to the Mono County Code
22 and shall read as follows:

23 **“3.24.200 Tax as a debt.**

24 The amount of any tax imposed by this chapter shall be deemed a debt owed to
25 the County. Any person or entity owing the tax shall be liable in an action
brought in the name of the County for the recovery of such debt. The provisions
26 of this section shall not be deemed a limitation upon the right of the County to
bring any other action including criminal, civil, and equitable actions, based
27 upon the failure to pay the tax imposed by this chapter or the failure to comply
with any of the provisions hereof.”

Mono County, California, Code of Ordinances >> Title 3 - REVENUE AND FINANCE >> Chapter 3.24 - REAL PROPERTY TRANSFER TAX >>

Chapter 3.24 - REAL PROPERTY TRANSFER TAX

Sections:

- [3.24.010 - Title.](#)
- [3.24.020 - Imposition—Rate.](#)
- [3.24.030 - Persons liable.](#)
- [3.24.040 - Exemption—Debt instrument.](#)
- [3.24.050 - Exemption—Governmental bodies.](#)
- [3.24.060 - Exemption—Conveyances.](#)
- [3.24.070 - Exemption—Securities and Exchange Commission order.](#)
- [3.24.080 - Exemption—Partnership interest transfers.](#)
- [3.24.090 - City tax credit.](#)
- [3.24.100 - Unused stamps—Repurchase.](#)
- [3.24.110 - Collection report required.](#)
- [3.24.120 - Nonpayment action.](#)
- [3.24.130 - Refund claims.](#)
- [3.24.140 - Provisions interpretation.](#)
- [3.24.150 - Records exposure required when.](#)
- [3.24.160 - Tax roll parcel number requirements.](#)
- [3.24.170 - Violation a misdemeanor.](#)

3.24.010 - Title.

The ordinance codified in this chapter shall be known as the "real property transfer tax ordinance of the county." It is adopted pursuant to Part 6.7 (commencing with Section 11901) of [Division 2](#) of the Revenue and Taxation Code.

(Ord. 379 § 1, 1967.)

3.24.020 - Imposition—Rate.

There is imposed on each deed, instrument or writing by which any lands, tenements or other realty sold within the county is granted, assigned, transferred or otherwise conveyed to or vested in the purchaser or purchasers or any other person or persons by his or their direction when the consideration or value of the interest or property conveyed (exclusive of the value of any lien or encumbrances remaining thereon at the time of sale) exceeds one hundred dollars, a tax at the rate of fifty-five cents for each five hundred dollars or fractional part thereof.

(Ord. 379 § 2, 1967.)

3.24.030 - Persons liable.

The tax imposed by [Section 3.24.020](#) shall be paid by any person who makes, signs or issues any document or instrument subject to the tax, or for whose use or benefit the same is made, signed or issued.

(Ord. 379 § 3, 1967.)

3.24.040 - Exemption—Debt instrument.

The tax imposed pursuant to this chapter shall not apply to any instrument in writing given to secure a debt.

(Ord. 379 § 4, 1967.)

3.24.050 - Exemption—Governmental bodies.

The United States or any agency or instrumentality thereof, any state or territory or political subdivision thereof, or the District of Columbia shall not be liable for any tax imposed pursuant to this chapter with respect to any deed, instrument or writing by which an exempt agency acquires title, but the tax may be collected by assessment from any other party liable therefor.

(Ord. 81-493 § 7, 1981; Ord. 379 § 5, 1967.)

3.24.060 - Exemption—Conveyances.

- A. The tax imposed pursuant to this chapter shall not apply to the making, delivering or filing of conveyances to make effective any plan of reorganization or adjustment:
1. Confirmed under the [Federal Bankruptcy Act](#), as amended;
 2. Approved in an equity receivership proceeding in a court involving a railroad corporation, as defined in subdivision (m) of Section 205 of [Title 11](#) of the United States Code, as amended;
 3. Approved in an equity receivership proceeding in a court involving a corporation, as defined in subdivision (3) of Section 506 of [Title 11](#) of the United States Code, as amended; or
 4. Whereby a mere change in identity, form or place of organization is effected.
- B. Subsections 1 to 4, inclusive, of this section shall only apply if the making, delivery or filing of instruments of transfer or conveyances occurs within five years from the date of such confirmation, approval or change.
- C. Any tax imposed pursuant to this chapter shall not apply with respect to any deed, instrument, or writing to a beneficiary or [mortgagee](#), which is taken from the mortgagor or trustor as a result of or in lieu of foreclosure; provided, that such tax shall apply to the extent that the consideration exceeds the unpaid debt, including accrued interest and cost of foreclosure. Consideration, unpaid debt amount and identification of grantee as beneficiary or mortgagee shall be noted on the deed, instrument or writing or stated in an affidavit or declaration under penalty of perjury for tax purposes.

(Ord. 81-493 § 12, 1981; Ord. 379 § 6, 1967.)

3.24.070 - Exemption—Securities and Exchange Commission order.

The tax imposed pursuant to this chapter shall not apply to the making or delivery of conveyances to make effective any order of the Securities and Exchange Commission, as defined in subdivision (a) of Section 1083 of the Internal Revenue Code of 1954, but only if:

- A. The order of the Securities and Exchange Commission in obedience to which such conveyance is made recites that such conveyance is necessary or appropriate to effectuate the provisions of Section 79k of [Title 15](#) of the United States Code, relating to the Public Utility Holding Company Act of 1935;
- B. Such order specifies the property which is ordered to be conveyed;
- C. Such conveyance is made in obedience to such order.

(Ord. 379 § 7, 1967.)

3.24.080 - Exemption—Partnership interest transfers.

- A. In the case of any realty held by a partnership, no tax shall be imposed pursuant to this chapter by reason of any transfer of an interest in the partnership or otherwise, if:
 - 1. Such partnership (or other partnership) is considered a continuing partnership within the meaning of Section 708 of the Internal Revenue Code of 1954; and
 - 2. Such continuing partnership continues to hold the realty concerned.
- B. If there is a termination of any partnership within the meaning of Section 708 of the Internal Revenue Code of 1954, for purposes of this chapter, such partnership shall be treated as having executed an instrument whereby there was conveyed, for fair market value (exclusive of the value of any lien or encumbrance remaining thereon), all realty held by such partnership at the time of such termination.
- C. Not more than one tax shall be imposed pursuant to this chapter by reason of a termination described in subsection B, and any transfer pursuant thereto, with respect to the realty held by such partnership at the time of such termination.

(Ord. 379 § 8, 1967.)

3.24.090 - City tax credit.

If the legislative body of any city in the county imposes a tax pursuant to Part 6.7 of [Division 2](#) of the Revenue and Taxation Code equal to one-half the amount specified in [Section 3.24.020](#), a credit shall be granted against the taxes due under this chapter in the amount of the city's tax.

(Ord. 379 § 9, 1967.)

3.24.100 - Unused stamps—Repurchase.

The recorder shall repurchase any unused documentary tax stamps sold by him prior to July 1, 1968. The recorder shall accept in payment of the tax any such stamps affixed to a document offered for recordation and shall cancel the stamps so affixed.

(Ord. 379-A § 2, 1968; Ord. 379 § 10, 1967.)

3.24.110 - Collection report required.

On or before the fifteenth day of the month the recorder shall report to the county auditor the amounts of taxes collected during the preceding month pursuant to this chapter and each city ordinance.

(Ord. 379-A § 3, 1968; Ord. 379 § 11, 1967.)

3.24.120 - Nonpayment action.

The recorder shall not record any deed, instrument or writing subject to the tax imposed by this chapter unless the tax is paid. If the party submitting the document so requests, the amount of tax due shall be shown on a separate paper which shall be affixed to the document by the recorder after the permanent record is made and before the original is returned as specified in Section 27321 of the Government Code.

(Ord. 379-A § 4, 1968; Ord. 379 § 12, 1967.)

3.24.130 - Refund claims.

Claims for refunds of taxes imposed pursuant to this chapter shall be governed by the provisions of [Chapter 5](#) (commencing with Section 5096) of Part [9](#) of [Division 1](#) of the Revenue and Taxation Code.

(Ord. 379-A § 5 (part), 1968; Ord. 379 § 14, 1967.)

3.24.140 - Provisions interpretation.

In the administration of this chapter the recorder shall interpret its provisions consistently with those documentary stamp tax regulations adopted by the Internal Revenue Service of the United States Treasury Department which relate to the tax on conveyances and identified as Sections 47.4361-1, 47.4361-2 and 47.4362-1 of Part 47 of Title 26 of the Code of Federal Regulations, as the same existed on November 8, 1967; except that for the purposes of this chapter, the determination of what constitutes "realty" shall be determined by the definition or scope of that term under state law.

(Ord. 379-A § 5 (part), 1968: Ord. 379 § 15, 1967.)

3.24.150 - Records exposure required when.

Whenever the county recorder has reason to believe that the full amount of tax due under this chapter has not been paid, he may, by notice served upon any person liable therefor, require him to furnish a true copy of his records relevant to the amount of the consideration or value of the interest or property conveyed.

(Ord. 379-A § 5 (part), 1968: Ord. 379 § 16, 1967.)

3.24.160 - Tax roll parcel number requirements.

Each deed, instrument or writing by which lands, tenements or other realty is sold, granted, assigned, transferred or otherwise conveyed shall have noted upon it the tax roll parcel number. The number will be used only for administrative and procedural purposes and will not be proof of title and in the event of any conflicts, the stated legal description noted upon the document shall govern. The validity of such a document shall not be affected by the fact that such parcel number is erroneous or omitted, and there shall be no liability attaching to any person for an error in such number or for omission of such number. The recorder shall not accept any deed, instrument or conveyance for recording unless the tax roll parcel number has been noted upon it. A parcel which has been created by the division of an existing parcel and which at the time of recording has no separate parcel number shall have noted upon it the words "portion of" and the parcel number of the parcel from which it was created.

(Ord. 379-B § 1, 1973: Ord. 379 § 18, 1967.)

3.24.170 - Violation a misdemeanor.

Any person or persons who makes, signs, issues or accepts or causes to be made, signed, issued or accepted and who submits or causes to be submitted for recordation any deed, instrument or writing subject to the tax imposed by this chapter and makes any material misrepresentation of fact for the purpose of avoiding all or any part of the tax imposed by this chapter are guilty of a misdemeanor.

No person or persons are liable, either civilly or criminally, for any unintentional error made in designating the location of the lands, tenements or other realty described in a document subject to the tax imposed by this chapter.

(Ord. 379-A § 5 (part), 1968: Ord. 379 § 17, 1967.)



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes	PERSONS APPEARING BEFORE THE BOARD	Stacey Simon
SUBJECT	Walker River Irrigation District Storage Water Leasing Program - Change Petition		

AGENDA DESCRIPTION:

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

Presentation regarding the Walker River Irrigation District storage water leasing program and related change petition filed with the California State Water Resources Control Board. Provide direction to staff regarding County comments on petition.

RECOMMENDED ACTION:

Approve and authorize Chair to sign letter of the California State Water Resources Control Board providing comments on water rights change petitions filed by the Walker River Irrigation District for its storage water leasing program. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: (760) 924-1704 / (760) 932-5418 / ssimon@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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[Staff Report](#)

History

Time	Who	Approval
4/2/2013 12:03 PM	County Administrative Office	Yes
4/10/2013 1:30 PM	County Counsel	Yes
4/3/2013 3:27 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Legal Assistant
Michelle Robinson

To: Board of Supervisors

From: Stacey Simon

Date: March 19, 2013

Re: Rock Creek Road Rehabilitation Project Agreement

Recommendation

Approve County entry into proposed agreement and authorize the Public Works Director to execute said agreement on behalf of the County. Ratify August 2012 execution of initial Rock Creek Road Project Agreement. Provide any desired direction to staff.

Fiscal Impact

Total project cost is estimated to be approximately \$9,000,000, and would be paid for with Federal Lands Access Program (FLAP) funds, with an 11.47% match from CalTrans toll credits. County would provide in-kind staff time and resources, partially chargeable to LTC funds.

Discussion

The project, which would rehabilitate approximately 9.2 miles of Rock Creek Road (primarily in Mono County but also in Inyo County) was approved for federal funding in 2012. However, due to regulatory and program changes, funding sources and matches were unclear.

In August of 2012 an initial project agreement was executed by the Inyo National Forest and Federal Highway Administration and sent to both Inyo and Mono Counties. The CAO signed the agreement on behalf of Mono County, but it never took effect due to a lack of signature from Inyo County.

Since then, additional information has been obtained regarding funding sources and matches and the Federal Highway Administration has prepared a supplement to the initial agreement to set forth that detail. The FHWA has provided this supplemental agreement to Inyo and Mono Counties and to the

Forest Service for review and approval. Inyo County's approval of the initial agreement is also required.

Under the initial (and supplemental) agreements, Mono County would perform CEQA review and compliance (i.e., serve as the lead agency under CEQA), provide data for project development, review technical documents and plans, provide utility information and coordination, be responsible for the NPDES permit until a Notice of Termination is accepted, and continue to provide long-term maintenance and operation of Rock Creek Road, among other things, in support of the Rock Creek Road project. The federal government is responsible for NEPA review.

In order for the project to move forward, your Board must approve the supplemental agreement, which is provided in the agenda packet. Additionally, the Board should ratify execution of the prior agreement by the CAO.

If you have any questions regarding this item prior to your meeting, please call Garrett at 760-932-5457 or me at 760-924-1704.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS	Economic Development		
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Marshall Rudolph, Dan Lyster
SUBJECT	Amendment to Conway Ranch Foundation Permission Agreement		

AGENDA DESCRIPTION:

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

Proposed amendment to Conway Ranch Permission Agreement. The amendment would extend the term of the Agreement for one year.

RECOMMENDED ACTION:

Approve County entry into proposed Agreement and First Amendment to Conway Ranch Foundation Permission Agreement and authorize the Board Chair to sign said Agreement and First Amendment on behalf of the County.

FISCAL IMPACT:

None.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: (760) 924-1707 / mrudolph@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

- [CRF extension staff report](#)
- [CRF amendment](#)
- [CRF agreement](#)

History

Time	Who	Approval
4/10/2013 4:32 PM	County Administrative Office	Yes
4/11/2013 11:06 AM	County Counsel	Yes
4/11/2013 11:33 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: April 16, 2013

RE: Agreement and First Amendment to Conway Ranch Permission Agreement

Recommendation:

Approve County entry into proposed Agreement and First Amendment to Conway Ranch Permission Agreement.

Fiscal/Mandates Impact:

Possible revenue from the Foundation's fund-raising activities, dedicated to purposes benefitting the Conway Ranch Property.

Discussion:

The proposed agreement and first amendment is self-explanatory and would effectuate an extension of the current Conway Ranch Permission Agreement until April 21, 2014. A copy of the current Agreement is enclosed for reference.

Please contact me with any questions or comments.

**AGREEMENT AND FIRST AMENDMENT TO
CONWAY RANCH FOUNDATION
PERMISSION AGREEMENT**

This Agreement and First Amendment is entered into this 16th day of April, 2013, by and between the County of Mono, a political subdivision of the State of California ("County") and the Inland Aquaculture Group, LLC, a California Limited Liability Company ("IAG"), and the Conway Ranch Foundation, a California nonprofit public benefit corporation ("CRF"), for the purpose of amending that certain Conway Ranch Permission Agreement ("the Agreement"). The County, IAG, and CRF are collectively referred to as "the parties."

Recitals

A. The parties entered into a Conway Ranch Permission Agreement on or about April 22, 2012, which would expire on April 21, 2013. Under that Agreement, the County has granted IAG permission to subcontract with CRF to provide public educational and interpretive activities on the Conway Ranch Property, and has permitted CRF to specifically engage in fund-raising fishing activities on Conway Ranch, subject to the conditions specified in the Agreement.

B. The parties wish to amend the Agreement to extend its expiration date until April 21, 2014.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Section 3 of the Agreement (entitled "Term") is amended to read as follows: "This Agreement shall commence on its Effective Date and terminate on April 21, 2014, unless earlier terminated by the parties in the manner specified below."

2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

///
///
///
///
///

IN WITNESS of the foregoing provisions the parties have signed this Agreement and First Amendment below.

INLAND AQUACULTURE GROUP,
a California limited liability company

CONWAY RANCH FOUNDATION,
a California nonprofit public benefit corporation

John Frederickson, Managing Member

John Frederickson, Principal

APPROVED AS TO FORM:

James S. Reed
Liebersbach, Mohun, Carney & Reed
Attorneys for IAG & CRF

COUNTY OF MONO,
a political subdivision of the State of California

By: Byng Hunt, Chair
Mono County Board of Supervisors

APPROVED AS TO FORM:

Marshall S. Rudolph
Mono County Counsel

**CONWAY RANCH FOUNDATION
PERMISSION AGREEMENT**

The parties to this Agreement are the County of Mono, a political subdivision of the State of California ("County") and the Inland Aquaculture Group, LLC, a California Limited Liability Company ("IAG"), and the Conway Ranch Foundation, a California nonprofit public benefit corporation ("CRF"). County, IAG, and CRF are collectively referred to as "the parties." The effective date of this Agreement shall be April 22, 2012.

Recitals

A. The County owns certain real property known generally as the Conway Ranch.

B. From time to time, the County has authorized various private parties to utilize the Conway Ranch Property for purposes that benefit the County and the Property and that are consistent with any governing documents (e.g., grant restrictions, MOUs, and County land-use policies).

C. Pursuant to a 2006 agreement, the County authorized IAG to utilize the property for certain purposes, including aquaculture and public interpretative and educational activities.

D. In 2009, the principals of IAG have formed CRF, among whose stated purposes are to "assist in the economic development and enhancement of [Conway Ranch] . . . and to educate the public on aquaculture"

E. CRF's bylaws state that it "will work towards a number of programs including but not limited to educational fishing programs for the physically challenged, a children's fishing pond, a trophy angling pond, a visitor's center, and other educational and interpretive activities."

F. Fishing activities on the Property are permitted by the Conway Ranch Combined Specific Plan and Final Environmental Impact Report and would not violate any grant restrictions on the Property, provided they are nonprofit in nature.

G. Commencing in April of 2009, the County has permitted IAG to subcontract with CRF to provide such educational and interpretative activities and, in particular, that the County permit CRF to engage in fund-raising fishing activities on Conway Ranch, provided that 100% of the net proceeds are dedicated to maintaining and improving the Conway Ranch property, in ways to be determined in cooperation with the County and duly approved by the

County. See Resolution R09-17 and the previous Conway Ranch Permission Agreement effective April 21, 2009.

H. The parties wish to continue that contractual relationship through a new Permission Agreement.

Agreement

On the basis of the mutual covenants, conditions and understanding set forth in this Agreement, together with its Recitals, the Parties agree as follows:

1. Permission granted; conditions.
 - A. The County grants IAG permission to subcontract with CRF to provide public educational and interpretive activities on the Conway Ranch Property, and permits CRF to specifically engage in fund-raising fishing activities on Conway Ranch, subject to the conditions specified in this Agreement. IAG shall be responsible to ensure that CRF, as a subcontractor, complies with applicable contractual obligations of IAG. The permission herein granted is non-exclusive, non-transferrable, and revocable at any time by the County, with cause.
 - B. Activities shall only be conducted at existing facilities on the Property. No new facilities shall be constructed without the County's prior written permission and after obtaining any required permits.
 - C. Activities shall be conducted in a manner consistent with the Conway Ranch Combined Specific Plan and Final Environmental Impact Report (State Clearinghouse No. 87092804), which is incorporated herein by this reference, and any applicable mitigation measures therein contained.
 - D. Activities shall be conducted in cooperation and consultation with the County's Director of Economic Development and the Mono County Fisheries Commission.
2. Dedication and use of net proceeds.

100% of the Foundation's net proceeds from any fund-raising activities on the Conway Ranch Property shall be dedicated and utilized only for public purposes benefitting the Property and no such funds shall be spent without the County's prior permission.

3. Term.

This Agreement shall commence on its Effective Date and terminate on April 21, 2013, unless earlier terminated by the parties in the manner specified below.

4. Required Licenses, Certificates, and Permits.

Any license, certificates or permits required by the federal, state, county, or municipal governments for CRF to provide the services and work described in this Agreement must be procured by CRF with due diligence and be valid at the time CRF engages in any activities under this Agreement legally requiring such licenses or permits. Further, during the term of this Agreement, CRF 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 CRF at no expense to the County. CRF will provide the County, on or before the execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in this Agreement; the County reserves the right to make such determinations.

5. Office Space, Supplies, Equipment, Etc.

IAG and/or CRF shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for CRF to provide services identified in this Agreement. The County is not obligated to reimburse or pay CRF for any expense or cost incurred by CRF in procuring or maintaining such items. Responsibility for the costs and expenses incurred by CRF in providing and maintaining such items is the sole responsibility and obligation of CRF and/or IAG.

6. County Property.

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 IAG or CRF by the County pursuant to this Agreement are, and at the termination of this Agreement, remain, the sole and exclusive property of the County. IAG and CRF will use reasonable care to protect, safeguard, and maintain such items while they are in IAG and/or CRF's possession. IAG and CRF will be financially responsible for

any loss or damage to such items, partial or total, which is the result of CRF's or IAG's negligence.

7. Workers' Compensation.

CRF shall provide statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1,000,000.00 per occurrence for all employees engaged in services or operations under this Agreement.

8. Insurance.

A. General Liability. CRF 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 CRF 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 CRF 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 "AA" or "A+." Prior to commencing any work under this agreement, CRF shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

B. Automobile/Aircraft/Watercraft Liability Insurance. CRF 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. 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 CRF shall provide evidence satisfactory to Mono County guaranteeing

payment of losses and related investigations, claim administration, and defense expenses.

9. Independent Contractor Status.

A. All acts of IAG and CRF, their 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. IAG and CRF by virtue of this Agreement have no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth on this Agreement. No agent, officer, or employee of the County is to be considered an employee of IAG or CRF. It is understood by both IAG and CRF and the County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As independent contractors:

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

10. Defense and Indemnification.

A. IAG and CRF, jointly and severally, shall defend, indemnify, and hold harmless the 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 or resulting from or in connection with, the performance of this Agreement by CRF or its agents, officers, or employees. IAG's and CRF'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 the Property or to other tangible or intangible property. IAG's and CRF'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 CRF, 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.

B. County shall defend, indemnify, and hold harmless IAG and CRF, 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 or resulting from or in connection with, the performance of this Agreement by County or its agents, officers, or employees. County's obligation to defend, indemnify, and hold IAG and CRF, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to the Property or to other tangible or intangible property. County'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 County, 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.

C. IAG's and CRF's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this Section 10 is not limited to, or restricted by, any requirement in this Agreement for CRF to procure and maintain a policy of insurance.

11. Records and Audit.

A. Records. CRF shall prepare and maintain bookkeeping records regarding its income and expenses and any records required by the various provisions of any grants it may accept during the term of this Agreement, as well as any applicable federal, state, county, municipal, ordinances, regulations, and directions. CRF shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. CRF may fulfill its obligation to maintain records as require by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. On reasonable notice, the Director shall have access to any books, documents, papers, records, including, but not limited to, financial records of CRF, which the County determines to be pertinent to this Agreement, for the purposes of making audits and evaluations. Further, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Any such records shall remain confidential to the extent permitted by law, except that

any records supporting or related to the calculation, amount, and use of net proceeds of CRF's fund-raising activities shall be a matter of public record.

12. Nondiscrimination.

During the performance of this Agreement, CRF, 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 other person because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, sex, or any other protected status. CRF 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 there under in the California Code of Regulations. CRF 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.

13. Publicity.

The parties shall endeavor to coordinate their press releases and other efforts to publicize CRF's activities, although each party shall have final editorial authority regarding its own press releases.

14. Taxes and Assessments.

CRF agrees to pay all taxes and assessments (if any) lawfully imposed on CRF by any governmental agency with respect to CRF's activities under his Agreement, including but not limited to taxes or assessments imposed against CRF's property, inventory, activities, and employee wages. Pursuant to Revenue and Taxation Code section 107.6, notice is hereby given that in the event that this Agreement creates a possessory interest that may be subject to property taxation, the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

15. Assignment; Surrender of Property.

Assignment; subcontracting. This is an agreement for the personal services of CRF. County has relied upon the skills, knowledge, experience, and training of CRF as an inducement to enter into this Agreement. CRF shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

Surrender. At the expiration of the Term or sooner termination of the Agreement, CRF shall peaceably and quietly quit and surrender the Property to the County or its agent or designee in as good order, condition and state of repairs as received by CRF, reasonable wear and damage by the elements excepted.

16. Termination.

It is mutually understood and agreed that should IAG and/or CRF fail to faithfully and truly comply with each and every provision of this Agreement, the County may, at its option, declare the Agreement to be materially breached and IAG and CRF to be in default as a result of said breach and give IAG and CRF thirty (30) days written notice of its intent to terminate. The County, IAG, or CRF may also terminate the Agreement pursuant to any other provision of this Agreement expressly authorizing such termination.

17. Insolvency and Bankruptcy.

If CRF becomes insolvent or makes an assignment for the benefit of creditors or is adjudged bankrupt, either voluntary or involuntary, this Agreement shall immediately terminate and shall not be assignable by any operation or process of the law, nor be treated in any way whatsoever as an asset of the CRF after such event.

18. Notices.

All notices required or permitted under this Agreement shall be in writing and delivered to the parties by facsimile transmission, by personal service, by express mail, or by first class mail, postage prepaid, at the addresses stated below:

Mono County

Mono County Board of Supervisors
P.O. Box 715
Bridgeport CA 93517

Telephone: 760.932-5530
Facsimile: 760-932-5531

CRF

Conway Ranch Foundation, Inc.

IAG

Inland Aquaculture Group, LLC
P.O. Box 419
Lee Vining CA 93541

Telephone: 760-647-6652
Facsimile: 760-647-6001

P.O. Box 100 PMB 127
Mammoth Lakes, CA 93546
Telephone: 760-709-6446
Facsimile: 760-647-6392

Copies of any notices shall also be sent to:

Mono County Counsel
P.O. Box 2415
Mammoth Lakes CA 93546

Liebersbach Mohun Carney & Reed
P.O. Box 3337
Mammoth Lakes CA 93546

Telephone: 760-924-1700
Facsimile: 760-924-1701

Telephone: 760-934-4558
Facsimile: 760-934-2530

The Parties may, by notice as provided above, designate a different address to which notice will be give.

19. Entire Agreement; Modification; Waiver.

This Agreement constitutes the entire Agreement among the parties pertaining to the subject matter contained herein and supercedes all prior and contemporaneous Agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. Severability.

Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the parties shall not be impaired thereby.

21. Governing Law.

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

22. Representation by Counsel.

The parties each acknowledge that this Agreement is executed voluntarily and without duress or undue influence on the part of the other party.. They further acknowledge that they have knowingly participated in the negotiation and preparation of this Agreement and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive the right to do so, and that it they are fully aware of the contents of this Agreement and of its legal effect. Therefore, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same Agreement.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below.

INLAND AQUACULTURE GROUP,
a California limited liability company

CONWAY RANCH FOUNDATION,
a California nonprofit public benefit
corporation

John Frederickson, Managing Member

John Frederickson, Principal

APPROVED AS TO FORM:

James S. Reed
Liebersbach, Mohun, Carney & Reed
Attorneys for IAG & CRF

COUNTY OF MONO,
a political subdivision of the State of California

By: Vikki Bauer, Chair
Mono County Board of Supervisors

APPROVED AS TO FORM:

Marshall S. Rudolph
Mono County Counsel

APPROVED AS TO RISK MANAGEMENT:

Rita Sherman, Risk Manager



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Marshall Rudolph, Jessica Morriss
SUBJECT	Gateway Sign Landscaping		

AGENDA DESCRIPTION:

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

Proposed extension of landscaping associated with the Gateway monument sign onto adjacent County property. The extension could be permitted through a license from the County to the Town under which the Town would assume all costs and liability risks associated with the landscaping. The County could terminate the license if and when it needs to use the affected land for another purpose. Town staff will present information regarding this proposal.

RECOMMENDED ACTION:

Discuss the proposal. Potentially consider and approve County entry into a license agreement with the Town for said proposal. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: (760) 924-1707 / mrudolph@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

[Gateway landscaping staff report](#)

[Gateway landscaping proposal](#)

[sign parcel](#)

History

Time	Who	Approval
4/10/2013 4:33 PM	County Administrative Office	Yes
4/11/2013 11:22 AM	County Counsel	Yes
4/11/2013 11:36 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: April 16, 2013

RE: Proposed extension of Gateway sign landscaping

Recommendation:

Discuss the proposal. Potentially consider and approve County entry into a license agreement with the Town for said proposal. Provide any desired direction to staff.

Fiscal/Mandates Impact:

None.

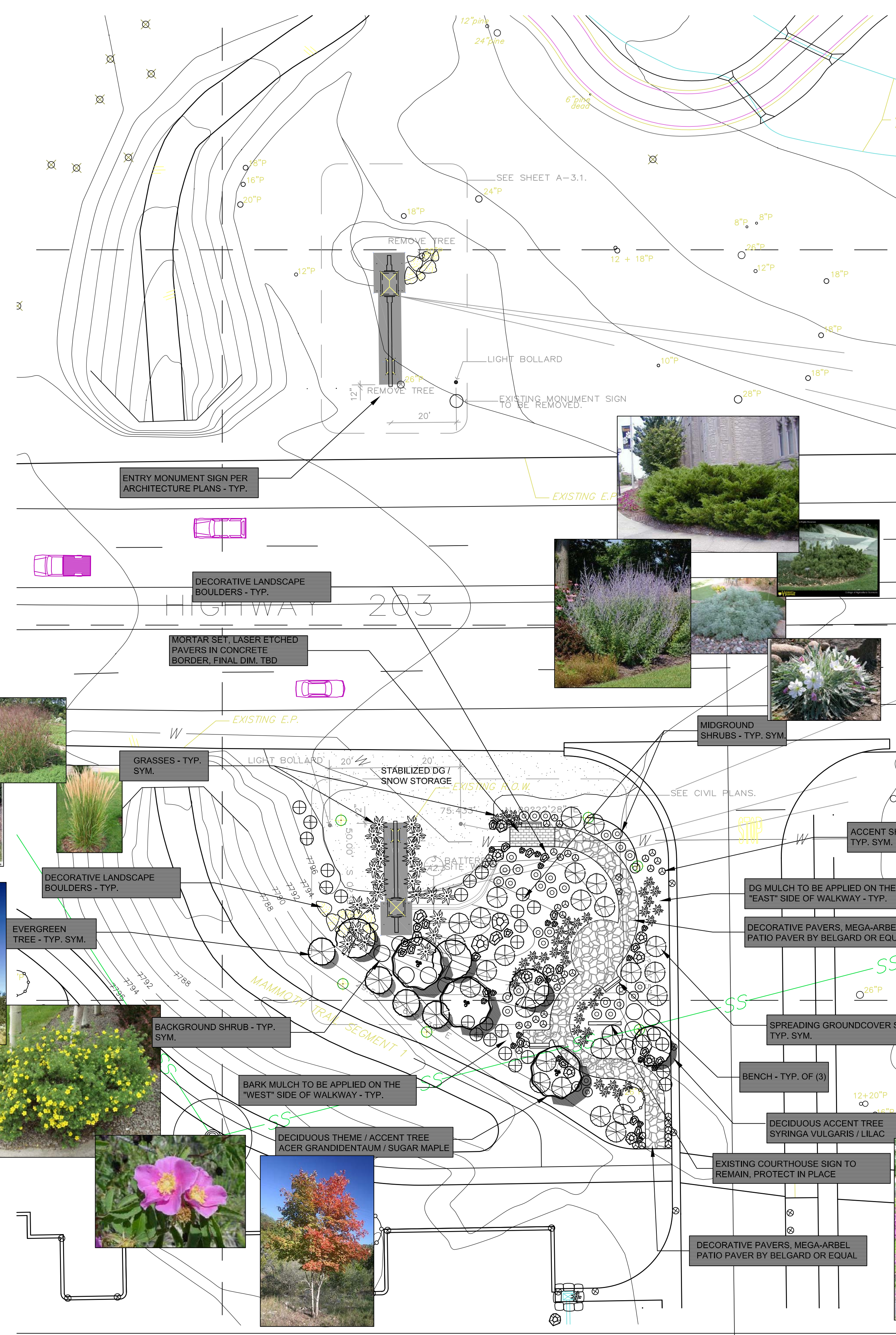
Discussion:

In 2012, the County conveyed a parcel of land to the Town for its use as the site of the Gateway monument sign and associated landscaping. As the Board knows, that sign has since been constructed. The Town and its partners are now ready to proceed with landscaping and wish to extend that landscaping outside of the boundaries of the conveyed parcel. This proposal could be accomplished through a license agreement under which the Town would assume all costs and liability associated with the landscaping on County-owned land, and whereby the County could terminate the license if and when it wishes to use the land for a different purpose.

Town staff will be present at the meeting to explain the proposal and answer any questions. The Board can discuss and consider the proposal and potentially give conceptual approval. There is also a chance that a proposed license agreement (currently in draft form) may be ready by the Board meeting, which the Board could also approve if it so wishes. Otherwise, such an agreement could be agendized for the first Board meeting in May (if the Board gives conceptual approval).

Attached are two diagrams: one showing the parcel conveyed to the Town and the other showing the proposed expanded area of landscaping.

Please call me if you have any questions or comments.



PROPOSED PLANT PALETTE

SYMBOL	BOTANICAL NAME / COMMON NAME
	THEME /SCREEN TREE ACER GRANDIDENTATUM / SUGAR MAPLE
	ACCENT TREE SYRINGA VULGARIS / LILAC
	EVERGREEN TREE PINUS JEFFERYI / JEFFERY PINE
	BACKGROUND SHRUBS POTENTILLA GOLDFINGER / POTENTILLA ROSA WOODSI / WLD ROSE
	MIDGROUND SHRUBS ARTEMESIA 'POWIS CASTLE' / ARTEMESIA JUNIPERUS 'SEA GREEN' / JUNIPER VAR. OENOTHERA CAESPITOSA / WHITE EVENING PRIMROSE PEROVSKIA 'BLUE SPIRE' / RUSSIAN SAGE PINUS MUGO 'MUGO' / DWARF PINE VAR.
	SPREADING SHRUBS CERASTIUM TOMENTOSUM / SNOW IN SUMMER JUNIPERUS 'WILTONII' / JUNIPER VAR.
	ACCENT SHRUBS GALLARDIA ARISTATA / BLANKETFLOWER KNIPHOFIA UVARIA / RED HOT POKER PENSTEMON SPECTABILIS / BEARD TONGUE SALVIA 'MAY NIGHT' / SALVIA VAR.
	GRASSES BOUTELLOUA GRECILIS / BLUE GRAMA CALAMAGROSTIS ACUTIFLORA / FEATHER REED GRASS FESTUCA GLAUCA / BLUE FESCUE PANICUM VIRGATUM / SWITCHGRASS

- PROJECT NOTES:**
- PROPOSED PLANT MATERIAL IS DROUGHT TOLERANT AND/OR NATIVE TO THE LOCAL ECOSYSTEM.
 - REFERENCES USED FOR LANDSCAPE PLAN DEVELOPMENT INCLUDE:
 - DROUGHT TOLERANT PLANT GUIDE FOR MAMMOTH LAKES
 - PLANTS OF MAMMOTH MOUNTAIN
 - TOWN OF MAMMOTH LAKES DESIGN GUIDELINES
 - MAMMOTH COMMUNITY WATER DISTRICT PLANT LIST
 - SUNSET WESTERN GARDEN BOOK
 - PROPOSED LANDSCAPE WILL BE IRRIGATED WITH LOW PRECIPITATION IRRIGATION EQUIPMENT AND CONTROLLED BY AN AUTOMATIC IRRIGATION CONTROLLER WITH AN ET/WEATHER SENSOR AND AUTOMATIC RAIN SHUT-OFF DEVICE.
 - ALL PROPOSED SHRUBS WILL BE PLANTED IN GROUPINGS / MASSES OF SIMILAR PLANT MATERIAL (I.E. SMALL SHRUBS, MEDIUM SHRUBS, GROUNDCOVER, ETC.). THE COMBINATION OR LAYERING OF THESE MASSES THROUGHOUT THE OVERALL PLANTING DESIGN WILL ALLOW HOMEOWNERS TO SEE HOW THESE PLANTS CAN BE GROUPED TOGETHER TO CREATE A SUCCESSFUL LANDSCAPE AND ALLOW THE LANDSCAPE DESIGN TO FUNCTION AS A TRUE 'DEMONSTRATION' LANDSCAPE AREA.

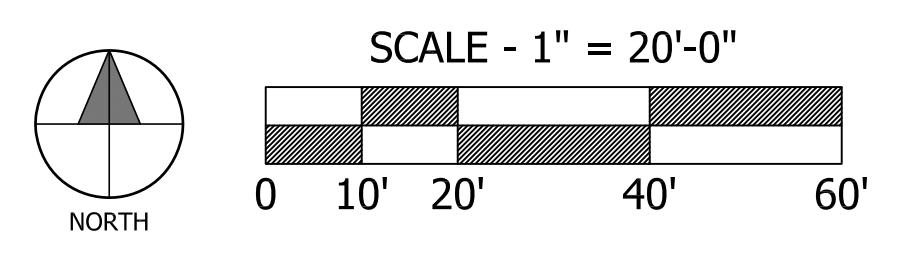
LANDSCAPE CONCEPT PLAN FOR:
MAMMOTH GATEWAY
 PREPARED FOR: WOODWARD ARCHITECTURE
 IN THE TOWN OF MAMMOTH LAKES

WELAND & ASSOCIATES, INC.
 291 SIERRA WAVE SMALL MEADOWS, CA 93514
 PHONE: (760) 214-1870 FAX: (888) 486-0939
 E-MAIL: KLONICRO@WAL-INC.COM

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REVISIONS	BY
03/11/13	KTL

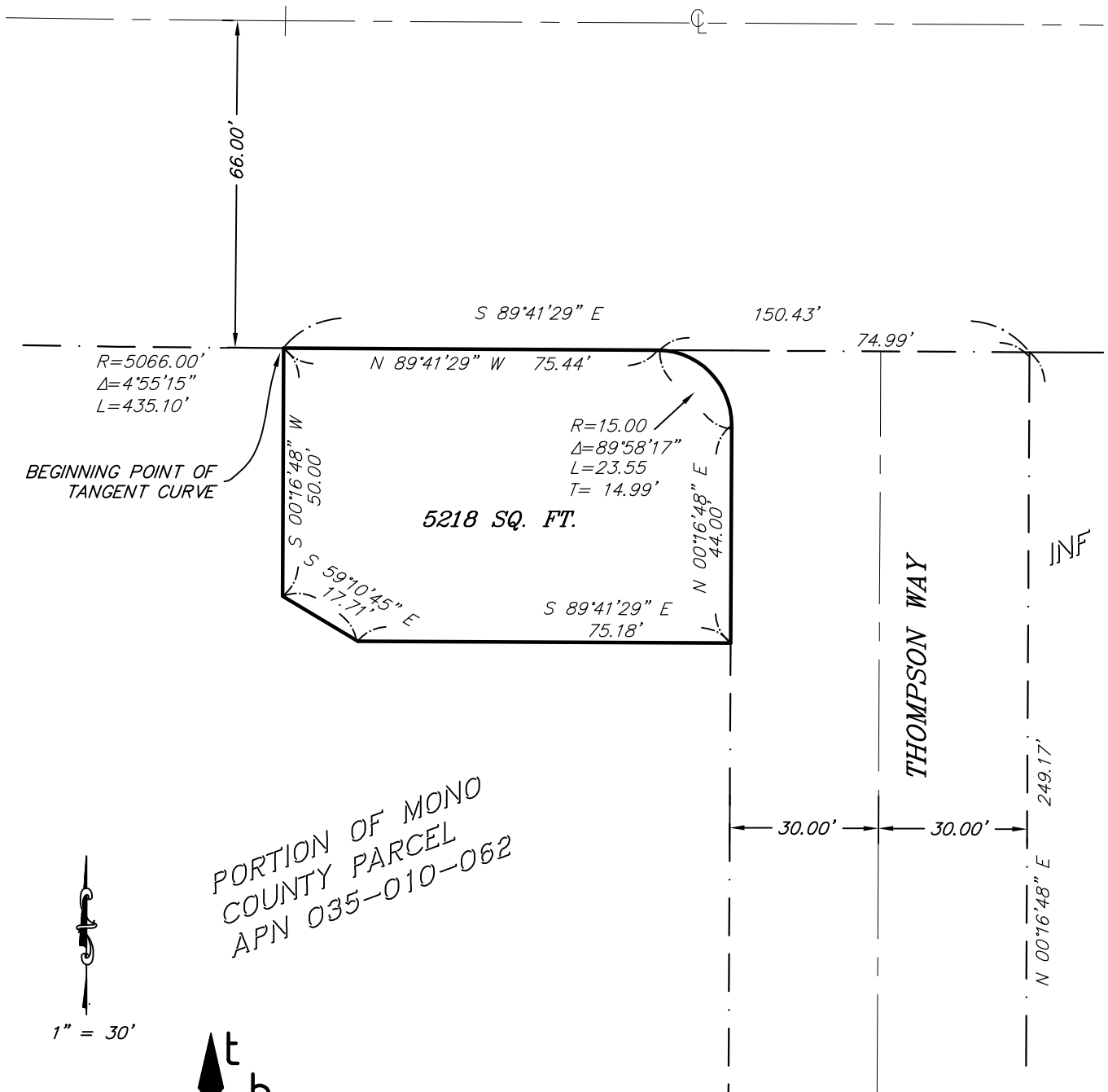
DATE	05/29/12
SCALE	SEE SHEET
DRAWN	KTL
JOB NO.	12-018
DWG	
SHEET	LC-01
	1 OF 1 SHEETS



PREPARED AND SUBMITTED BY:
 KIM T. LONICRO DATE
 LLA No. 5508 EXP. 09/30/12

TOWN OF MAMMOTH LAKES
EXHIBIT "B" SIGN PARCEL

STATE HIGHWAY 203



PORTION OF MONO
COUNTY PARCEL
APN 035-010-062





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Community Development - Planning Division
ADDITIONAL DEPARTMENTS	Economic Development		
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Heather deBethizy, Alicia Vennos
SUBJECT	Merced River Plan Comments		

AGENDA DESCRIPTION:

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

Merced Wild and Scenic River Draft Comprehensive Management Plan and Environmental Impact Statement Comments.

RECOMMENDED ACTION:

Authorize the Chair's signature on comment letter and provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impact.

CONTACT NAME: Alicia Vennos, Heather deBethizy

PHONE/EMAIL: 924-1743; 924-1812 / avennos@mono.ca.gov; hdebethizy@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

[Merced Letter](#)

History

Time

Who

Approval

4/10/2013 12:45 PM	County Administrative Office	Yes
4/10/2013 3:11 PM	County Counsel	Yes
4/10/2013 12:01 PM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538/5534 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk of the Board
lromero@mono.ca.gov

April 16, 2013

Superintendent Don Neubacher
Yosemite National Park
Attn: Merced River Plan
PO Box 577
Yosemite, CA 95389

Dear Superintendent Neubacher,

The Mono County Board of Supervisors appreciates your invitation to comment on the Merced Wild and Scenic River Comprehensive Management Plan and Environmental Impact Statement. Yosemite National Park is a vital part of our county's economic well-being and the Board is committed to working collaboratively with you, your staff and the National Park Service to enhance the visitor experience in the park.

As you are well aware, Yosemite National Park is one of the primary attractions and destinations for visitors to Mono County, with roughly 25% of our visitors traveling to and from the park by way of Tioga Pass. The visitor experience in Yosemite is of critical concern to our tourism partners and county stakeholders as the quality of the park experience impacts both new and repeat visitation, and thus the health of tourism in the Eastern Sierra. The following comments reflect Mono County policy which promotes maximum access to Yosemite for the public with minimum restrictions, as well as feedback from the Mono County Tourism Commission, Local Transportation Commission, and local residents.

The Board is in full support of certain elements of the preferred Alternative 5 for the Merced River Plan, specifically the positive improvements to meadow restoration, traffic circulation, parking, pedestrian mobility and the increased campsite inventory.

However, the Board strongly opposes the elimination of existing visitor amenities and services in the Valley, as proposed, including the removal of bike rentals, raft rentals, horseback riding

day trips, the ice rink in Curry Village, and the removal of the swimming pools at the Yosemite Lodge and the Ahwahnee hotels. These amenities and services do not pose a threat to the environment; bicycle rentals and raft rentals, in fact, encourage visitors to park their cars and enjoy the Valley in a non-motorized way which contributes positively to environmental impact goals. The elimination of horseback day rides negatively impacts visitor diversity as it eliminates back-country access for a segment of the visitor population, particularly families and individuals with mobility issues. Removing these visitor services also creates a potential negative impact on "generational" travel to the park – travel decisions inspired by a traditional Yosemite activity in which families and visitors have returned to participate for generations.

The Board wishes to emphasize the need for these visitor amenities to continue to be available and accessible in the Valley, as these amenities serve to maximize the enjoyment and access of the park for the public, thereby increasing visitor motivation to return or to stay longer.

In conclusion, the Mono County Board of Supervisors would like to express its support for the proposals in preferred Alternative 5 which are designed to improve traffic flow and circulation and to ease congestion in the Valley. However, the Board does not support the removal of the existing guest activities, amenities and services that enhance the visitor experience in the park and therefore in the Eastern Sierra. Elimination of experiential visitor services and attractions reduces the motivation for people to stay longer in the region and/or to return at another time to take part in these activities. The Board respectfully requests that the Merced River Plan preferred alternative be modified to retain the existing visitor services and activities.

The Mono County Board of Supervisors appreciates the opportunity to provide these comments at this time, and commends Park staff for traveling to Mono County for the recent public scoping session. Thank you for your favorable consideration of these comments in the Merced Wild and Scenic River Comprehensive Management Plan and Environmental Impact Statement.

Respectfully,

Byng Hunt, Chairman
Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Public Works - Solid Waste Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Tony Dublino
SUBJECT	Change in Hours of Operation at County Transfer Stations		

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino regarding proposed change to Transfer Station hours of operation.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 923 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

- [Transfer Hours Staff](#)
- [Attachment One](#)
- [Current LF and TS](#)
- [Proposed Hours](#)

History

Time	Who	Approval
4/10/2013 12:45 PM	County Administrative Office	Yes
4/11/2013 9:00 AM	County Counsel	Yes
4/10/2013 11:59 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

April 16, 2013

TO: Honorable Mono County Board of Supervisors

FROM: Tony Dublino, Solid Waste Superintendent

RE: Proposed changes in hours of operations at County Transfer Stations

RECOMMENDED ACTION:

No board action required, provide any desired direction to staff.

BACKGROUND AND DISCUSSION:

County Transfer Stations (all except Paradise) operate on a seasonal schedule, with winter hours and summer hours. During summer, there is at least one day when the Transfer Station opens late and closes late—from 10:30 a.m. to 6:30 p.m.

This schedule was originally adopted to provide access to the Transfer Stations for citizens who were unable to make it to the Transfer Station in the early morning or mid-day. While these late hours have no doubt provided convenience for a certain number of people, it has created inconveniences that staff feels may exceed the benefits.

Records indicate that vast majority of Transfer Station customers arrive in the morning and through mid-day. On the days with 6:30 closure times, 90% of daily customers have come and gone by 4:00.

The primary unintended consequence of the late hours is found at the busier Transfer Stations, when the facility doesn't open until 10:30 and customers are often queued up at the gate and arrive rapidly over the first hour of the day, which causes delays for those customers as the scale gets backed up. After 4:00, the Station will sit idle for hours at a time.

Additionally, the varying hours seem to confuse and inconvenience others who arrive to the Transfer Station on these late days after 8:00, only to find the facility doesn't open until 10:30 on that day in the summer.

As a result of these issues, it is staff's belief that the late hours at the Transfer Stations do not provide the greatest overall benefit to the citizens of the county.

In an effort to maintain a schedule that will provide the greatest overall benefit, staff proposes to eliminate the varying hours from the Transfer Station schedules altogether, and provide a consistent 7:30 a.m.-3:30 p.m. service at all facilities, on all operating days throughout the year.

Respectfully Submitted,

Tony Dublino
Solid Waste Superintendent

Site **Total Traffic that Day** **Traffic after 4:00** **% after 4:00**
(2.5 of 8 hours = 30%)

Benton

7/5/2012	3	0	0%
7/12/2012	1	0	0%
7/19/2012	6	0	0%
7/26/2012	11	0	0%
8/2/2012	4	0	0%
8/11/2012	9	0	0%
8/16/2012	5	0	0%
8/23/2012	8	1	13%
8/30/2012	3	1	33%
		av.	5%

Bridgeport

7/5/2012	60	5	8%
7/12/2012	33	5	15%
7/19/2012	48	10	21%
7/26/2012	36	5	14%
8/2/2012	33	0	0%
8/9/2012	39	9	23%
8/16/2012	26	0	0%
8/23/2012	39	6	15%
8/30/2012	36	3	8%
		av.	12%

Pumice Valley

7/11/2012	30	3	10%
7/18/2012	25	1	4%
7/25/2012	29	0	0%
8/1/2012	24	1	4%
8/8/2012	21	2	10%
8/15/2012	34	6	18%
8/22/2012	18	2	11%
8/29/2012	29	4	14%
		av.	9%

Walker

7/11/2012	60	11	18%
7/18/2012	38	5	13%
7/25/2012	43	8	19%
8/1/2012	39	8	21%
8/8/2012	33	1	3%
8/18/2012	48	0	0%
8/25/2012	45	0	0%
		av.	11%

Chalfant

7/6/2012	15	1	7%
7/13/2012	13	3	23%
7/20/2012	13	0	0%
7/27/2012	10	1	10%
8/3/2012	11	2	18%
8/10/2012	7	1	14%
8/17/2012	11	2	18%
8/24/2012	9	1	11%
8/31/2012	16	0	0%
		av.	11%

Total Average: 9%

DAYS & HOURS OF FACILITY OPERATION

Mono County Solid Waste Program

Benton Crossing – Winter

Mon. - Fri.: 8:00 am – 4:00 pm
 Saturday: 8:00 am – 12:00 pm

Benton - Winter

Thursday: 7:00 am – 3:00 pm
 Saturday: 8:00 am – 4:00 pm

Bridgeport – Winter

Thursday: 7:00 am – 3:00 pm
 Sunday: 8:00 am – 4:00 pm

Chalfant - Winter

Friday: 7:00 am – 3:00 pm
 Sunday: 8:00 am – 4:00 pm

Pumice Valley - Winter

Wednesday: 7:00 am – 3:00 pm
 Saturday: 7:00 am – 3:00 pm

Walker - Winter

Wednesday: 7:00 am – 3:00 pm
 Saturday: 8:00 am – 4:00 pm

Paradise – All Year

Tuesday: 7:00 am – 3:00 pm
 Saturday: 8:00 am – 4:00 pm

Benton Crossing - Summer

Mon. - Fri.: 8:30 am – 4:30 pm
 Saturday: 8:30 am – 12:30 pm

Benton - Summer

Thursday: 10:30 am – 6:30 pm
 Saturday: 8:00 am – 4:00 pm

Bridgeport - Summer

Tuesday: 7:00 am – 3:00 pm
 Thursday: 10:30 am – 6:30 pm
 Sunday: 8:00 am – 4:00 pm

Chalfant - Summer

Friday: 10:30 am – 6:30 pm
 Sunday: 8:00 am – 4:00 pm

Pumice Valley - Summer

Wednesday: 10:30 am – 6:30 pm
 Saturday: 7:00 am – 3:00 pm

Walker - Summer

Wednesday: 10:30 am – 6:30 pm
 Saturday: 8:00 am – 4:00 pm

Holidays for Transfer Stations:

Jan. 1st, July 4th, Thanksgiving, Christmas

Summer Schedule: May 1 through September 30.

Winter Schedule: October 1 through April 30.

DAYS & HOURS OF FACILITY OPERATION

Mono County Solid Waste Program

Benton Crossing – Oct 1 – Apr 30

Mon. - Fri.: 8:00 am – 4:00 pm
Saturday: 8:00 am – 12:00 pm

Benton Crossing – May 1 – Sep 30

Mon. - Fri.: 8:30 am – 4:30 pm
Saturday: 8:30 am – 12:30 pm

Bridgeport – Oct 1 - Apr 30

Thursday: 7:30 am – 3:30 pm
Sunday: 7:30 am – 3:30 pm

Bridgeport - May 1 – Sep 30

Tuesday: 7:30 am – 3:30 pm
Thursday: 7:30 am – 3:30 pm
Sunday: 7:30 am – 3:30 pm

Benton

Thursday: 7:30 am – 3:30 pm
Saturday: 7:30 am – 3:30 pm

Chalfant

Friday: 7:30 am – 3:30 pm
Sunday: 7:30 am – 3:30 pm

Pumice Valley

Wednesday: 7:30 am – 3:30 pm
Saturday: 7:30 am – 3:30 pm

Walker

Wednesday: 7:30 am – 3:30 pm
Saturday: 7:30 am – 3:30 pm

Paradise

Tuesday: 7:30 am – 3:30 pm
Saturday: 7:30 am – 3:30 pm

Holidays for Transfer Stations:

Jan. 1st, July 4th, Thanksgiving, Christmas



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	April 16, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	30 minutes	PERSONS APPEARING BEFORE THE BOARD	Supervisor Alpers
SUBJECT	June Mountain Ski Area		

AGENDA DESCRIPTION:

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

Opportunity for the public to provide new information about the re-opening of June Mountain. Supervisor Tim Alpers sponsored this agenda item.

RECOMMENDED ACTION:

Provide direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@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

[June Mountain Ski Area](#)

[Letters re June Mountain Ski Area](#)

History

Time	Who	Approval
3/15/2013 4:29 PM	County Administrative Office	Yes
4/10/2013 1:07 PM	County Counsel	Yes
4/3/2013 3:23 PM	Finance	Yes

Committee for a Viable June Mountain
PO Box 343
June Lake, CA 93529

March 14, 2013

Mono County Board of Supervisors
Bridgeport, CA

Thank you for putting us on the April 2, 2013 agenda. As you are aware we are very concerned with the fate of our mountain and the town of June Lake. Although we are dealing with a huge enterprise, MMSA, we believe our opposition to the Mammoth Base Land Exchange is an effective tool to push back against what we feel is the reprehensible treatment of our ski area and our community by MMSA.

Of course, opposition is not enough. We must stand on firm ground and have solid rationale behind what we are doing. If MMSA were operating on private land we would not be justified in critique but this company relies on taxpayer owned property to function. You will be hearing from speakers on April 2 and we are including many documents which show that MMSA is a poor steward of public lands for myriad reasons.

Our main goal is to pressure MMSA into recognizing its responsibility to our community and into investing in marketing, updating and improving June Mountain.

Thank you for your time.
Alice Suszynski
Committee for a Viable June Mountain

Table of Contents:

- 1) **Proposed Development at Mammoth Base.** We ask that you compare what you see in the proposal with the rather modest claims which were made by Buck McKeon and Rusty Gregory as to why this exchange was so necessary and good for 'the community'.
- 2) **US Forest Service map of parcels of land which are to be traded for 21 acres at the Mammoth Base.** We ask that the Supervisors consider and investigate whether the value of these lands is in the proximity of the value of the public land, prime acreage at the base of Mammoth Mountain.
- 3) **Article from *The Sheet*** where Rusty Gregory announces his plan for a \$1 million investment in the Canyon Lodge summer venue. Contrast this with Gregory's statement that he "doesn't have any capital to throw at June Mountain".
- 4) ***The Sheet* article** detailing its multi-million dollar plans for Mammoth Mountain. Please note the quote from the Jim Smith, MMSA real estate manager.
"Main Lodge, by comparison, is a much bigger proposition, calling for a massive 3- to 4-phase redevelopment, which might cost as much as \$500million to \$600 million. Smith pointed out that any redevelopment at Main remains conceptual, and will be largely contingent on the land trade to finalize and the market to come back."

- 5) ***The Sheet* article which shows that there was indeed an interested buyer for June Mountain.**
We ask that the Supervisors inquire as to why US Forest Service Supervisor, Ed Armenta said that there were not any buyers who have come forth when he received a letter to that effect and also why a buyer would be expected to contact the Forest Service about such a matter.
- 6) **An email correspondence between MMSA and June Lake resident, Dorothy Burdette.** In this email, Rusty Gregory says that the decision to close June Mountain was not 'sudden' and his reference to the past 'dialogue' MMSA has had with the June Lake community shows that the decision was very connected to Gregory's unrealized desire for development in June Lake. We believe this shows that the reason for the closure was not for the financial reasons Rusty stated. The citizens of June Lake have spent countless months/years attempting to satisfy the myriad requirements Mr. Gregory has put forth and what he always wants is more...always holding the carrot just outside of reach.
- 7) **An article in the *Portland Press* featuring Jamie Schectman, former potential buyer of June Mountain and owner of Mountain Riders Alliance.** Also, a screen shot of prices for lift tickets at Big Bear.
- 8) **Minutes from the *Hearing before the Subcommittee on Public Lands*.** This is a long document so we are providing a link if you want to read it in its entirety. Pay special attention to the items regarding S. 607, the Ski Area Recreational Opportunity Enhancement Act. This act, which has passed, expands the opportunities for ski areas to enhance their summer activities for the public and the community benefit. **These activities have been exploited at Mammoth Mountain but have not seen their way to June Mountain, putting the June lake community, yet again, at a disadvantage.** We have provided pertinent quotations in this packet which show the definition of public land stewardship and we ask that you contrast that with the stewardship MMSA has shown to the community of June Lake and the public lands MMSA operates at June Mountain.
- 9) ***The Sheet* article which reports that Rusty Gregory threw an expensive fundraiser for Congressman Buck McKeon** prior to McKeon's House Bill on the Mammoth Base Land Exchange being introduced. It also shows that Gregory misrepresented the reasons the bill wasn't passed... specifically, the chairman of the Committee on Natural Resources and Public Lands is not elected and is appointed. The chairmanship changes hands at the end of the Congress, not in August.
- 10) **A screen shot of the invitation to Buck McKeon's fundraiser** at Mammoth Mountain hosted by Rusty Gregory...price, \$2500. We're not saying this is illegal, we just want full disclosure.
- 11) **The Mono County tax bill for June Mountain** which shows the assessed value of June Mountain is far from being \$14 million, which is what the purported selling price is.
- 12) **An email sent by the Committee for a Viable June Mountain to Mono Lake Committee asking them to amend the letter to Congressman McKeon submitted by MMSA** to the Mono County Board of Supervisors in support of the Land Exchange. In it the committee says that the reason they are supporting the Land Exchange is because it protects the Mono Lake western shoreline. It doesn't
- 13) ***The Sheet* article which shows clearly that the June Lake community has worked hard to satisfy Gregory time after time.**

Document 1

“McKeon said, “The base area of the mountain is aging rapidly and is in need of renovation and redevelopment.” The Congressman said under the terms of the use permit, these renovations are tough to achieve.”

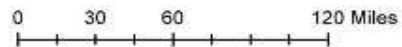
“Gregory had earlier stated that carrying out the land exchange would make it possible to address inadequacies at Mammoth Mountain Inn, the Main Lodge building, better lift line situations, circulation, lack of on-site employee housing and other amenities.”



Document 2

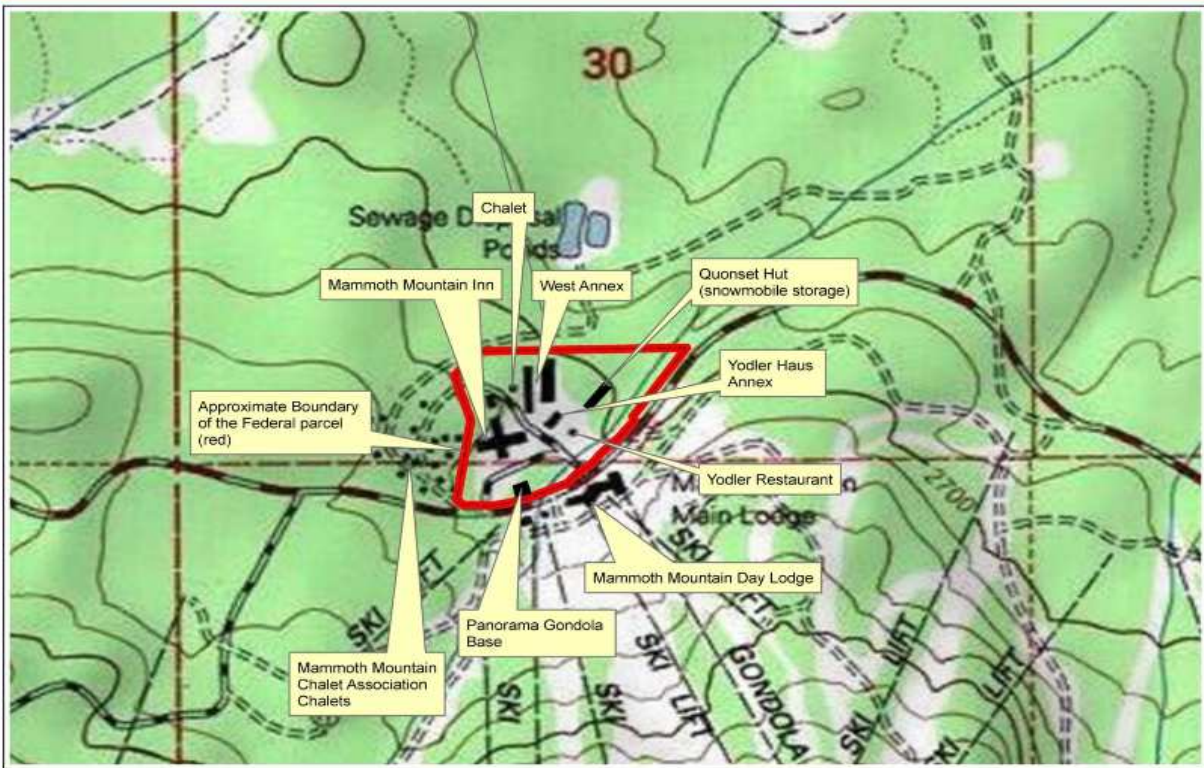


**Mammoth Base Land Exchange
Parcel Location Map**
Inyo, Stanislaus, Eldorado and Plumas National Forests
**Inyo, Mono, Tuolumne, El Dorado,
 Amador and Plumas Counties, California**



*Map drawn by Jim Webb
January 28, 2011*





**Mammoth Base Land Exchange
Federal Parcel
Town of Mammoth Lakes
Mono County, California**



Map drawn by Jim Mills
March 26, 2011

Categorized | **News**

MMSA to invest \$1 million in creating outdoor events venue at Canyon

Posted on 15 March 2013. Tags: [Canyon Lodge](#), [events](#), [Mammoth Lakes Measure U](#), [Mammoth Mountain Ski Area revitalization](#)

What could be shaping up to be the town's sequel to last year's Best Summer Ever will see venue changes for some key events.

During a Special Meeting of Mammoth Lakes' Measure U Steering Committee Tuesday, it was revealed that Mammoth Mountain Ski Area has plans to revitalize Canyon Lodge as a major summer events and concert venue. Canyon has a much-storied history as a big concert venue during the '70s and '80s, but of late with few exceptions hasn't been as active.

MMSA Senior VP Bill Cockroft said the plan this summer is to "recapitalize" the lodge, which will play host not only to the new incarnation of the Kamikaze bike racing event, but also to Mammoth Rocks, Mammoth Bluegrass Festival and the Wine Festival. Rocks and Bluegrass were previously located in the Village at Mammoth, and the Wine Festival was held at Sam's Woodsite. Rocks and Bluegrass might split days and venues with the Village, though that has yet to be worked out.

MMSA CEO Rusty Gregory said this week that the Mountain plans to spend about \$1 million creating the venue.

Cockroft elaborated that the idea is to give both the events and their patrons a "common venue," and make better use of MMSA's real estate and resources. He said the hope is that shared costs, particularly of building one main stage for four events, would make it more efficient. While he acknowledged it does mean a change from what patrons have been used to, the events will still have a 10 p.m. curfew and the gondola will be employed, helping the Village with at least pass through traffic. The goal, said Cockroft, is to drive more tourism for Mammoth.

Village at Mammoth Director of Events Robert Richards said he was fully supportive of the idea, and if the Village can host second stages for some of the events, he's happy to partner. "Anything to help these events grow and be successful," he said.

Document4

<http://thesheetnews.com/archives/11417>

And we're not talking just a few new chairlifts, i.e. the recent upgrade of Chair 5, which debuts this season. Recapitalizing the Mountain's debt freed up capital, he said, leading to the upgrade of 5, which has been moved to the base of Coyote Run. Plans and concepts are being readied for big changes to Eagle, Canyon and Main Lodge sections, with everything from new buildings to daycare centers to new eateries and more on the drawing board.

"We've come a long way from the days of Dave McCoy," Gregory said. Talking about the world of capital and debt the Mountain now moves within, in particular its ownership by Barry Sternlicht and his Starwood Capital Group, Gregory went on to say, "We're now players on the world stage. Equity and debt are really just the same thing; they're just at different spots on the food chain of the world capital markets."

Gregory is a 15% shareholder in the privately held MMSA company, which also boasts other big-name owners such as former 20th Century Fox CEO Barry Diller and sports agent Casey Wasserman, grandson of former MCA and Universal Studios CEO Lew Wasserman. MMSA, Gregory explained, is a half-billion dollar part of Sternlicht's newest funding portfolios, which also boasts Baccarat Crystal and at one time included Taittinger Champagne. "[MMSA] is worth \$100 million more now, and there are buyers interested in it," Gregory said. "We want to be affordable to new buyers, as debt goes and money comes in."

Pointing to a strong opening weekend this season (Saturday, Nov. 12, logged 4,000 skier visits), Gregory said that in 2005-2006, there were 7 million skier visits in California ski areas. MMSA had about 20% of that at 1.6 million. Last year, taking the recession into account, MMSA was still strong, but off about 20% from its peak season, which Gregory is out to remedy going forward, using new tools, such as the Radio-Frequency Information Devices (RFID) passes and scanners and keeping more mid-level runs open on snowy days, such as chairs 22, 5 and 3. A new free app, Mammoth To Go, allows pass holders to purchase more lift tickets and add them on directly to the RF passes without waiting in long ticket lines. (Tickets can also be added using www.mymammoth.com.) The goal, according to Gregory in a previous interview with Lunch, is "not only to reduce lift lines and congestion, but also gain information, which can then be used to flexibly target promotions to guests." Those guests, he told the Coldwell audience, include families, and young singles and couples as MMSA's main target groups.

A long timeline, involving a tremendous amount of funding, means the plans, while grand, won't happen overnight, but some have either been started or will soon commence. A pending vote by the Los Angeles Department of Parks and Recreation approving a lease to MMSA for Camp High Sierra, located off Lake Mary Road and a 21-acre proposed land trade at Main Lodge are both in the works.

"There are no [immediate] plans at the moment, but we need to own [the Mammoth Mountain Inn] land to finance those plans," Gregory said. One concept mulls the idea of demolishing most of the present Main Lodge building, and setting up new skier services across the street from the current location.

Additionally, \$10 million is planned to be spent on major upgrades to Canyon Lodge, and would involve far more than just changing the paint color. As Gregory put, "It'll be more than just putting lipstick on a pig." Eagle Lodge will get a new full-service base facility, instead of the sprung structure there now, as well as an all-new restaurant. Work could start on Canyon as early as summer 2012, and

new construction on Eagle by 2013, “if things go well.

Main Lodge, by comparison, is a much bigger proposition, calling for a massive 3- to 4-phase redevelopment, which might cost as much as \$500million to \$600 million. Smith pointed out that any redevelopment at Main remains conceptual, and will be largely contingent on the land trade to finalize and the market to come back. Assuming the land trade goes the distance, the earliest Gregory and Smith project for completion of the trade itself would be 2013. Add another year or so for entitlement work, blueprinting and budgeting, and Smith estimated it might not be until 2015 before a shovel goes in the ground.

New lodging is part of Main Lodge redevelopment, a good portion of which is expected to be “for sale,” according to Smith. Also conceived are additional hotel properties, which would generate transient occupancy (room) tax. Even some of MMSA’s holdings in the Village at Mammoth are getting makeovers. Hyde Lounge is undergoing a bit of “reconceiving,” and Sushi Rei is re-opening with a new “action sports vibe.” Both are being run by Levy Restaurants, a Chicago-based company with extensive food service experience, including large-scale venues such as the Staples Center, and 32 other arena facilities across the country.

And, for the first time since its inception, the Village could soon be the home of a daycare facility. “We bought land in the Village when property was \$4.50 a square foot, \$150,000 an acre and no one wanted it,” Smith pointed out. Just up the road from the Village, MMSA has also purchased the Sledz kids park, and is putting in a new “carousel” feature and expanding tubing lanes to six. A new bar for parents is slated for 2013.

Pass pricing even made it into the presentation, with Gregory maintaining that the daily ski pass rate, which was increased again this year, is being held under the \$100 threshold, and emphasized other discounts. The Senior individual ticket price went up 100% over last year, but the new Senior Pass, at \$399, brings that down 50%. Kids 12 and under tickets used to be \$49 per day, but are now reduced to \$30, which Gregory said makes them the cheapest of any ski area in the West.

Gregory didn’t shy away from a question about the Mountain’s perceived disconnect with the town. “There’s no disconnect, but the two are not exactly in sync,” he posited. “We haven’t been very good at that.” He added his vision of better distribution of rental properties in town. “We’re not into closing people out, but getting them to compete,” Gregory suggested. “We want to come down from MMSA and develop more joint business ideas.” He cited Main Street’s redevelopment process as one example. The concept work and Neighborhood District Plan are parts of the long-term goal. “The Gateway, including Elizabeth Tenney’s sign project, is a kick start,” he said. “We want to work with the town on more signage and wayfinding, from the airport through the town all the way up to MMSA.”

Gregory pointed to a need to “get the arguments out of the way” about “how big and how dense,” and “get on with things before big business comes in and does it for us.” He also placed an emphasis on fast-tracking more guest relations and business education programs. Gregory praised Jack Copeland’s successful Ambassador program, and supports a BA/MBA course track Copeland’s developing in conjunction with Cerro Coso College, that will be open to roughly 25 applicants, as well as the Mammoth Lakes Chamber’s Guest Services program.

Document 5

<http://thesheetnews.com/archives/17634>

Caveat emptor

“Supervisor Fred Stump said that a recent conversation with Forest Supervisor Ed Armenta revealed that there are currently no interested buyers who have contacted the INF about buying JMSA.

Patty Heinrich said she knew of one potential buyer, Wyoming-based Mountain Riders Alliance, which had approached MMSA, but was sidelined due to the asking price. The Sheet spoke with MRA’s founder, Jamie Schectman, who said the firm was started three years ago with the aim of helping “niche, small to medium mom-and-pop ski areas,” that are having trouble competing with larger, corporate-owned resorts. “They’re getting squeezed out,” Schectman said, “while skiing is becoming less and less affordable to the masses.”

Schectman said he’s been following the June Mountain saga. “I’ve skied the entire U.S. 395 corridor, I grew up skiing Mammoth Mountain and Dave McCoy is one of my heroes,” he said. “It’s close to my heart. When the [June Mountain closing] story broke, I took great interest. MRA was started to take back ski areas.”

Having studied small to mid-size ski areas, he described June as “special,” and said it “still has its charm.” MRA, if it had purchased June, wanted to “play to its strength” as “California’s premiere family ski resort,” and also highlight it as perhaps the state’s leading lift-served backcountry ski outlet, lowering lift ticket prices roughly 30% in the bargain. Hosting ski and snowboard events were also part of the plan.

The way Schectman sees it, MMSA is holding June Mountain “hostage” to get some form of entitlements, be it the Rodeo Grounds property or the land exchange, or perhaps both. “June’s operated at a loss for 26 years, and [MMSA CFO] Mark Clausen told me it was mostly considered overflow from MMSA,” he pointed out. “We collected data, attended meetings in June Lake and met with the June Lake Revitalization Committee, including Connie Black and Ralph Lockhart, Alice Suszynski and Supervisor Tim Alpers.”

Clausen, he added, checked out MRA’s interest and qualifications, and finally MRA had a meeting with Gregory. “He told us it was, ‘(Colorful expletive omitted) \$14 million, not a dime less,’” Schectman related. “Basically it was his way of saying it’s not for sale.”

He did acknowledge, however, that Clausen also told MRA that any deal would be further complicated by the fact that JMSA has been leveraged as collateral against bank loans.

Schectman balked at the price, indicating it’s unlikely any buyer would spend that much for it. JMSA, he described, has deferred maintenance and upgrade needs, including a new J1 chairlift, snowmaking equipment and infrastructure improvements.

Schectman said he hopes that a philanthropic remedy presents itself, or that MMSA and Starwood change their minds and opt to divest of it. “[JMSA] is probably worth 2-4% of MMSA’s portfolio; that’s a small piece for a lot of headaches.” Meanwhile, he fears economic atrophy might have set in. “That poor community is getting hosed,” he concluded. “It could take them years to recover.”

Document 6

Please note the first sentence written by Mr Gregory stating the reason for the closure was not sudden as he continually claimed in public.

---- "Gregory wrote:

You have followed our dialogue with the June community over the years Dorothy so you know this is far from sudden. We announced this now so that June Lake has the summer to make adjustments.

RE: June Mtn closure

lildabldoya@suddenlink.net

6/25/2012 6:06 PM

To: Gregory, Rusty;

Rusty,

Thank you for your response. I will, indeed, be at the July 10 meeting.

Dorothy Burdette

---- "Gregory wrote:

> You have followed our dialogue with the June community over the years Dorothy so you know this is far from sudden. We announced this now so that June Lake has the summer to make adjustments. I'm sincere about working on a plan for a sustainable future for June and hope others are too. I know that there needs to be some emotional outpouring before we can actually start communicating with each other effectively. I have asked to have a public forum which is scheduled on July 10. I will be there to be personally accountable to you and other members of the June community and will be happy to listen to anything you or others have to say. I hope you can be there. Once people are done yelling at me I hope we can start working on June's future together. Thanks for your note.

>

> From: Dorothy Burdette [mailto:lildabldoya@suddenlink.net]

> Sent: Thursday, June 21, 2012 6:23 PM

> To: Gregory, Rusty

> Subject: June Mtn closure

>

> Rusty,

> I am shocked at your "sudden" decision that affects all of the community of June Lake and especially those who work at June Mtn year round.

> Very poor form, man. Couldn't you have at least informed the community at a public meeting or had Carl do so?

> Fool us once, shame on us...fool us twice, shame, shame, shame on you!!!

> Dorothy Burdette

Document 7

http://www.pressherald.com/sports/by-only-thinking-big-ski-industry-would-go-downhill_2013-02-03.html

“As Jamie succinctly elucidates his vision, "Let's leave the time-shares, fine dining and theme-park attractions to the mega-resorts and their \$100 lift tickets, and restore the smaller ski hills so local folks can enjoy positive and affordable outdoor recreational activity in the wintertime. It's time to return the focus to the communities and recapture what contributed to the growth we experienced 30 and 40 years ago."

Simply stated, the MRA will be the vehicle through which smaller ski areas who share the same pricing and customer service philosophies, as well as environmentally sensitive and community-oriented development programs, can cooperatively market their facilities and share the knowledge and economic benefits of scale resulting from spreading the expense of common purchasing and other programs over multiple areas.

It's envisioned that the MRA will create a portfolio of small to mid-size ski areas that share the philosophy espoused by both that alliance and Mt. Abram, and could form part of a network of areas that would honor a common lift ticket for MRA member skiers and boarders. Reductions in food and merchandise could also be a benefit to members.”

Lift Tickets

Big Bear Mountain Resorts lift ticket is good for both Snow Summit and Bear Mountain. Take advantage of our free shuttle service where you can park once and ride the shuttle to and from both mountains. It's just a 10-minute ride and shuttles depart from each resort every half hour. We limit ticket sales in order to reduce lift lines, and to keep runs and lodge areas comfortable. We encourage you to make reservations for weekends and holidays. Click here to [Buy your tickets](#) now. Current prices subject to change.

Regular Season	Day	Half-Day	Night	Half-Night
Adult (22+)	\$59	\$49	\$33	\$23
Senior (62+)*	\$49	\$39	\$29	\$21
Young Adult (13-21)*	\$49	\$39	\$29	\$21
Child (7-12)	\$25	\$20	\$15	\$10
Child (6 & Under)**	FREE	FREE	FREE	FREE

Document 8

<http://www.gpo.gov/fdsys/pkg/CHRG-111shrg54226/pdf/CHRG-111shrg54226.pdf>

pertinent quotes referring to public lands use and stewardship:

From Senator John Ensign page 1

The legislation under consideration today would allow the U.S. Forest Service to provide more consistent and informed decisions across the country. ***Increasing the amount and availability of year-round activities at ski resorts will help attract more visitors to the resort communities. By allowing these year-round activities, families will have a greater variety of activities to choose from.***

Attracting guests with new experiences and activities will also help local communities by stimulating the economy. Many of these communities have the capability to accommodate visitors all four seasons but lack the tourism needed to capitalize on their current infrastructure. This leaves many businesses behind and stagnant in the off months as their potential is being greatly underutilized.

In my home State of Nevada, we have tremendous ski resorts at Lake Tahoe, Mount Rose, and Mount Charleston. Their slopes are breathtaking when they are covered in fresh snow, but they are also beautiful on a warm summer day. We should not prevent people from enjoying these recreational areas all year long. Let's update this law to allow for more opportunities to take advantage of our recreational areas. ***It will benefit our local economies, benefit visitors to these areas, encourage an appreciation for our natural surroundings, and lead to increased health and fitness opportunities.***

From Rusty Gregory CEO of MMSA page 59-60

Economic benefits are dramatic. The ski area that I own and operate, Mammoth Mountain Ski Area in California, we have a town of approximately 7,000 people. 3,000 in the winter work for the ski area. In the summertime, we have approximately 1,000 year round employees.

With the current economic crisis that we're going through our standard 1,000 person, year round employees with benefits that go with that year round employment has been reduced by approximately 200. ***So these fragile communities are always fragile. During economic times like this they're even more so with unemployment ranging often close to 20 and above 20 percent.***

So opportunities to work on the same resource in the summertime and the winter time, to be able to be employed on a year round basis, you know, makes a huge difference to these rural economies. Makes them, you know, a little less fragile than they al-

ready are.

From Senator Mark Udall page 79:

“Clarifying the appropriateness of summer trail use at ski areas will also benefit local economies. Many summer visitors rely on hotels, sports retailers, restaurants, and gas stations to provide essential tourism and recreation services. **Mountain bikers and other trail users can help resorts and the local communities sustain a year-round economy by improving visitation in traditionally slow summer months.**”

From Senator Ron Wyden page 60:

What is striking about natural resources policy is almost everybody wants a win/win. In other words they want to protect their treasures and at the same time **they want to be sensitive to local economies.** If you don't find a way to bring people together in effect you get, what I call a lose/lose. You don't protect your treasures nor do you do what is sensitive in terms of local economies.

The point Dr. Moseley, my constituent makes in terms of getting good paying jobs, particularly in our State where we have consistently had close to a 12 percent unemployment rate for quite some time. So you've given us a lot of good ideas in the course of the afternoon for doing natural resources the right way which is to bring people together.

From Ryan Bidwell chairman of Colorado Wild page 64:

I'm encouraged because, I think, there is agreement in principle between the conservation community and the ski industry and your office on this issue. **We would all very much like to see ski areas continue to play an important role economically in their communities.** We'd all frankly like to see them play a role in getting more children out into the woods. It's just a question of making sure that we do that in an appropriate way.

From Ryan Bidwell page 44:

In closing we support amending S. 607 to clarify the characteristics of recreational activities and facilities that may be authorized to concentrate new facility construction in appropriate areas and to level the playing field for other recreational businesses. **We are willing and interested in working with the committee to achieve a Ski Area Permit Act that ensures year round recreation at ski areas encourages healthy, natural, outdoor dependent exploration and discovery of the public's National Forests in a manner that's fair, sustainable and consistent nationwide.** Thank you for the opportunity to address the subcommittee.

From Senator Udall page 58:

Skiers are very important to mountain economies in general. In a time of tough economic prospects we've seen pretty strong numbers relative to the general economy. We had a hearing yesterday on the Great Smoky National Park, among other topics. It was nice to hear that in the communities around the park this summer their numbers have held up. People are staying a little closer to home, taking advantage of vacation opportunities in our parks on our public lands. What do you think the economic benefits of this bill would be if and when we move the bill through the Congress into the desk?

From Rusty Gregory CEO of MMSA page 38

Background

Public land ski areas work in partnership with the US Forest Service to deliver an outdoor recreation experience unmatched in the world. Our longstanding partnership-dating back to the 1940s, is a model public-private partnership that greatly benefits the American public. **The recreation opportunities provided at public land resorts help benefit rural economies, improve the health and fitness of millions of Americans, get more kids in the woods and promote appreciation for the natural environment.**

Summer and Year-Round Activities

So why are we here? NSAA strongly **supports S. 607 to create a national comprehensive approach to growing seasonal and year-round recreational opportunities.**

Because of longer summers and higher temperatures due to climate change, it is possible that ski areas in some locations may see somewhat shorter winter operating seasons. Increasing the scope of activities and facilities that may be authorized under a ski area permit, where appropriate and in conformance with environmental law, could **help ski areas remain economically viable by more fully utilizing their significant investment in infrastructure, such as ski lifts, in the off-season or year-round.**

From JOEL HOLTROP, DEPUTY CHIEF, NATIONAL FOREST SYSTEM, FOREST SERVICE, DEPARTMENT OF AGRICULTURE Page 14:

S. 607 would amend the National Forest Ski Area Permit Act of 1986 to authorize the Secretary to permit seasonal and year round resource based developed recreational activities at ski areas in addition to the Nordic and alpine skiing and related facilities that are

currently authorized. ***This amendment would assist the Forest Service to further its goal of encouraging people, especially youth, to experience the outdoors.*** We would develop directives that establish criteria for implementing the expanded authority based onsite specific review of proposals.

Page 13:

Mr. Chairman, as you and my colleagues on the Committee know, ski areas are an important part of many mountain communities. Many of these areas operate their lifts, runs and warming lodges under permits on National Forest system lands. Many of these permits are authorized under a law that intended to capture the scope of winter activities-the National Forest Ski Area Permit Act of 1986. Under that Act, the Forest Service is authorized to issue permits for the establishment of nordic and alpine ski areas and facilities.

But as many of my colleagues know, these areas present many more opportunities for outdoor recreation than just nordic and alpine skiing. Snowboarding is a good example. ***So are a number of summertime activities, like mountain biking, horse-back riding and musical concerts and stage plays. These areas already possess the infrastructure and other facilities in place to provide these experiences.***

<http://www.mammothtimes.com/content/mammoth-mountain-land-swap-may-be-risk>

Mammoth Mountain land swap may be at risk

August 17, 2012

By

Wendilyn Grasseschi - Mammoth Times Staff Writer

wendilyn@mammothtimes.com

The future of a land trade that Mammoth Mountain Ski Area is pursuing for land at the base of Main Lodge may be at risk, according to Mono County Supervisor Vikki Bauer.

A proposed land trade with the U.S. Forest Service for the parcel of federal land needs the approval of Congress, since the forest service does not have enough land to trade to match the value of the property, she said. Congress must get involved when it takes a certain amount of cash to make up the difference in value and land available.

Legislation was sponsored by Mono County's representative (until redistricting changes force him out of the district next year), Buck McKeon (R-Santa Clarita), and passed the House of Representatives in April. But Bauer believes Mammoth Mountain will have much harder time getting the Senate to pass the bill, called H.R. 2157, after MMSA took June Mountain off operation.

"Tim Alpers and I both spoke with Dianne Feinstein and Barbra Boxer's office and we heard they expressed concerns because of this," Bauer said. Mammoth Mountain would need at least one U.S. Senator to sponsor the bill through the Senate.

The issue, according to Bauer, is that even as MMSA tries to do a land trade with the forest service, its facing an upcoming "letter of non compliance" regarding not operating the land June Mountain sits on as a ski resort.

The other issue is McKeon himself.

In recent years, according to the L.A. Times, McKeon has been investigated by the House Oversight and Government Reform Committee over allegations that a loan he received from the now-defunct Countrywide Financial mortgage company (whose massive collapse was instrumental in the housing market collapse in 2008), gave McKeon a preferential rate in exchange for donations to his race.

That investigation was completed this year and, according to an article by the Huffington Post, dated July 10, and an earlier article in the L.A. Times ("Details Emerge on Buck McKeon's Countrywide Loan", Feb. 12, 2012), McKeon and another small group of lawmakers did get personal attention from the CEO of Countrywide, Angelo Mozillo, "as part of a wide-ranging lobbying effort by the company."

McKeon denies that he knew he was getting "VIP treatment," according to the article.

Rusty Gregory, Mammoth Mountain Ski Area CEO, said the land trade is unlikely this year—but not for either of the reasons Bauer noted above. "I'm not aware that the land trade is at risk for either of those reasons," he said. "In my conversations with Boxer and Feinstein's offices, I've been told it is unlikely that the land trade could get through the Senate this year due to the election year backlog, and due to the fact that the head of the resources committee was not re-elected. It looks likely that we will have to start the whole process over again next year."

He said he is “only distantly aware” of the problems McKeon is facing and said he only knows McKeon as “a fine man and a great friend to Mammoth.”

Calls to McKeon, Boxer, and Feinstein were not returned before press time.

Document 10

Rusty Gregory

Cordially invites you to a Day on the Mountain
in support of

Congressman Howard P. "Buck" McKeon

Armed Services Committee
Education and Labor Committee

On

Friday, March 4, 2011

Mammoth Mountain Ski Resort
Mammoth Lakes, CA

Check in: 9:30 am On hill coaching: 10 am Lunch: Noon Ski Race: 1:30 pm

Reception: 5:30 pm

Dinner: 6:30 pm

___ Yes, I would like to attend. Please reserve 4 tickets for \$5,000, includes, lunch, ski race & dinner.

___ Yes, I would like to attend and **co-host** by contributing \$2,500 per person.

___ Yes, I would like to attend and by contributing \$1,500 per person.

___ I would like to attend the Reception and Dinner only. Please reserve ___ ticket(s) at \$100 per person.

___ I cannot attend but would like to contribute \$ _____ to Buck's campaign.

*****Credit card charges may be made online at www.buckmckeeon.com**

Please R.S.V.P. to Cheryl at 661-255-5709 or Fax to 661-255-5765

Email: cheryl@buckmckeeon.com

Please make checks payable to: "Buck McKeon for Congress"

And mail to: 23942 Lyons Ave. Suite 105, Santa Clarita, CA 91321

Document 11

TC0100v095: Main Current Unsecured Jun 29, 2012 02:35 pm

Assessment	Year	As of Date	Owner
860-000-209-000	2011	Fri 06/29/2012	MAMMOTH MTN SKI AREA, LLC

Desc: Possessory Interest
Situs1:
Situs2:

Address:
 Mark Clausen, CFO
 DBA JUNE MOUNTAIN SKI AREA
 P.O. BOX 24
 MAMMOTH LAKES CA 93546

Fee Parcel: 015-010-054-000
Orig Asmt: 860-000-209-000
Supplemental Count: **Corr/Addl Bill(s) exist:**
Rate: A15 - 0.015 rate - (1-1/2%) ui

Contact:
Loan #:
Name:
Phone: **Lender #:**

Taxes	1	Total
	PAID	
Date	08/31/2011	
Total Due	\$34,287.90	\$34,287.90
Total Paid	\$34,287.90	\$34,287.90
Balance	\$0.00	\$0.00

Status: C **TRA:** 051-014
Bill Type: CB **Event Dt:**
Taxability: 001 **Printed Dt:** 07/13/2011
Roll Type: U **Lot SqFt:** 0

Find

Document 12



**MONO LAKE
COMMITTEE**

P.O. Box 29
Hwy 395 and Third Street
Lee Vining, CA 93541

Phone (760) 847-6595
Fax (760) 847-6377

Board of Directors

Chair:
Sally Gaines

Martha Davis
Virso Gaines
David Kanner
Richard Lehman
Tom Soto
Sherry Taylor
Doug Virtue

Directors Emeriti :

Helen Green
Ed Grosswiler
Genny Smith

Executive Director

Geoffrey McQuilkin

**Southern California
Office**

1718 Wellesley Avenue
Los Angeles, CA
90025-3634

On the Internet

monolake.org
monobasinresearch.org

August 24, 2010

Congressman Buck McKeon
Santa Clarita Office
26650 The Old Road
Suite 203
Santa Clarita, CA 91381

RE: Proposed land transfer between Mammoth Mountain Ski Area and the Inyo National Forest specifically regarding the Mono Lake parcel.

Dear Congressman McKeon,

The Mono Lake Committee (MLC) is writing in support of the Mammoth Mountain Ski Area (MMSA) proposed land transfer to the US Forest Service (USFS), specifically due to the inclusion of a 112 acre parcel located along the west shoreline of Mono Lake. To help preserve and protect the natural values of open space in the Eastern Sierra, MLC also supports reasonable boundary adjustments and the retainment of any cash equalization funds pertaining to the proposed transfer within the Inyo National Forest for the purpose of acquiring similar high natural value land in the future.

From: info@dreammountainstudio.com

Sent: Wednesday, March 13, 2013 7:00 PM

To: [Morgan Lindsay](#)

Subject: mammoth base land exchange

Hi Morgan,

I am with the Committee for a Viable June Mountain. I was reading through some documents Mammoth Mountain submitted to the Mono County Board of Supervisors and I found a letter written by you and the Mono Lake Committee to Congressman Buck McKeon supporting the Mammoth Base Land Exchange.

You state in this letter that you are supporting the exchange “specifically due to the inclusion of a 112 acre parcel along the western shoreline on Mono Lake.”

Surely you are aware that the shoreline is not included in the parcel MMSA wants to trade.

Would you be willing to amend your letter to specify that? It seems to be somewhat misleading and we are trying to present the truest picture of the Land Exchange possible.

I’d love to include your correction in our packet for the Board of Supervisors meeting on April 2.

Thanks in advance,

Alice Suszynski

Committee for a Viable June Mountain.

Document 13

<http://thesheetnews.com/archives/14800>

“June Mountain Ski Area General Manager Carl Williams told the full house of concerned citizens who attended the Keep June Mountain Open Coalition (KJMOC) meeting in June Lake on Wednesday evening that despite their best efforts, “June Mountain will not operate this season.”

And to make it perfectly clear, he repeated it twice.

The news appeared to stun Double Eagle Resort Owner Connie Black, who moderated the meeting. Prior to Williams’ statement, she had said, “If we don’t continue [pressing forward] and get June Mountain open this year, the odds of getting it open in future years are slim.”

Black and fellow KJMOC members had just spent the previous 20 minutes talking about the number of meetings they’d had and who they’d contacted.

At a July 10 meeting, Black said Mammoth Mountain CEO Rusty Gregory had outlined three things he needed [to even consider opening June]: for the County to approve a \$100,000 commercial air service subsidy, entitlements on the zoning of the Rodeo Grounds property, and assurance that June Lake’s vision and development strategy would support a ski area. *(In short: put a lot more heads on a lot more beds.)*

“I heard we had time,” said Black.

Williams, who attended the July 10 meeting, replied, “We said two weeks. It’s been two weeks. Time’s up.”

“It was like extortion,” current District 4 Supervisor Tim Hansen said of the earlier June Lake CAC meeting with Gregory. Hansen said he found Gregory’s responses “offensive,” and railed against Mammoth Lakes’ “doubling down” on air service. He also called attempts to link air service and June Mountain’s predicament essentially “extorting and further trying to shame the County into putting in more money.”

Lynda Roberts

From: William P. Bleha [wpbleha@holoeyesystems.com]
Sent: Wednesday, April 03, 2013 12:39 PM
To: Lynda Roberts; Larry Johnston; Fred Stump; Tim Alpers; Tim Fesko; Byng Hunt
Subject: Compromise about MMSA Land Swap

Gentlemen:

I was happy to have the opportunity to talk with Tim Alpers last night and to meet Tim Fesko, and today after having more time to think about the issues I would like to add more thoughts.

Of course as someone said, there will have to be compromise, which as we all know is a huge part of politics, I think what really stood out to me was the following:

- (1) June Lake needs improvements to thrive in the future. They are
 - (a) better way to get up the mountain, such as a gondola which we used to have and/or more flatcars or other mechanisms to get equipment up, especially for young families
 - (b) licensed childcare facility in the existing building at the base
 - (c) supervised snow tube play area after skiing located by the June Mtn. restaurant/bar
 - (d) a family snow play area in the Rodeo Grounds (picnic area in the summer)
 - (e) better marketing of June
 - (f) reduced ticket prices (possible if a co-op) This would make it truly a family oriented place.
- (2) More snowmaking equipment and a thorough hydrology study of the underground water.
- (3) Doesn't it strike you as fishy (sorry for the pun about June Lake!) that although MMSA bought June Mtn. Ski Area in 1985 that they suddenly needed to close it this winter? Would they take losses for almost 30 years? Regardless, it is time that they relinquish it and let another entity take over which could better manage it.
- (4) The deal could be that MMSA get the land swap from the US Forest Service IF they turn over June Mtn. Ski Area and the Rodeo Grounds at a fair market value price preferably to a co-op plus \$10 million for the improvements mentioned above as payment to the June Lake community for losses incurred this past winter.
- (5) Last night you supervisors offered to help and your help could be paying for the hydrology studies, for example.
- (6) The reason there is so much community interest in this area is because, as we all know, it is so unique (unlike the resort areas visited in the tour) with its stunning alpine scenery and fishing, hiking, and backpacking opportunities in the summer as well. We all want to keep those treasures. It is possible if we proceed in a sensible, well-planned way we can have all of that and a sustainable business atmosphere for the village as it is now at the 60,000 skier visits a year level we used to have.

Thanks for considering my suggestions. Pat Bleha, property owner June Lake, and president North County Advocates, Carlsbad CA



Lynda Roberts

From: William P. Bleha [wpbleha@holoeyesystems.com]
Sent: Tuesday, April 02, 2013 11:01 PM
To: Tom_Bohigian@boxer.senate.gov; Shelly_Abajian@feinstein.senate.gov; Lynda Roberts; Larry Johnston; Fred Stump; Tim Alpers; Tim Fesko; Byng Hunt
Subject: June Mountain's Crisis

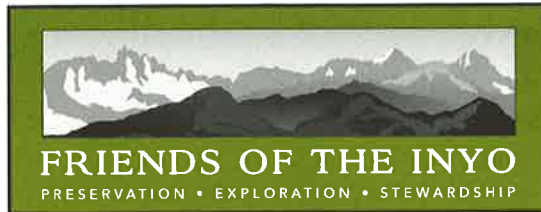
As property owners at June Lake, we support the June Lake Revitalization Committee efforts to deny any land swap between MMSA and the Forest Service for the following reasons:

- 1) The Forest Service has allowed the situation at June Mountain to go on for too long. The current deadline for MMSA to provide a plan for 13/14 season is June 2013 and that is too late considering what needs to be done in order to open after such a long period of closure. This needs to be changed. MMSA has put millions of dollars into improvement at Mammoth Mtn. but negligible investment into June Mtn.
- 2) MMSA has been a poor steward of June Mountain and should relinquish it. MMSA has failed to adhere to its agreement for its US Forest Service permit because not only has it not maintained June Mtn. Ski Area, but it shut it down this past winter season causing financial hardships for the entire community. June Lake is a unique alpine area and with adequate marketing (which MMSA failed to do) and proper maintenance, there is no reason why it cannot be a viable operation. There are other buyers out there who would make the investments to make this happen, but MMSA refuses to sell and reportedly has raised the price whenever an offer to buy is made.
- 3) We suspect the reason MMSA wants to keep the June Mountain Ski Area is to put a massive development in the Rodeo Grounds which would spoil the natural beauty and natural water resources so important to the fishing industry which thrives here in the summer.
- 4) As property owners who rent our condominium through a rental agency, we have had almost zero occupancy this past winter incurring substantial income loss as have other businesses and their employees.

So therefore, MMSA should not be rewarded for their disregard for stewardship of public lands with a land swap deal.

Sincerely, William and Patricia Bleha





RECEIVED

APR 01 2013

OFFICE OF THE CLERK

March 28, 2013

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

Dear County Supervisors:

On March 6, 2011, Stacy Corless, who was Executive Director of the Friends of the Inyo at that time, sent you a letter in support of a land exchange between the Mammoth Mountain Ski Area and the U.S. Forest Service. The Board of Directors has revisited this issue. Based on the available information, it is much less clear to us if the potential benefits of this trade exceed the potential costs. We have determined to withdraw our support of the trade at this time and adopt a neutral position.

Respectfully,

James Wilson
President,
Board of Directors

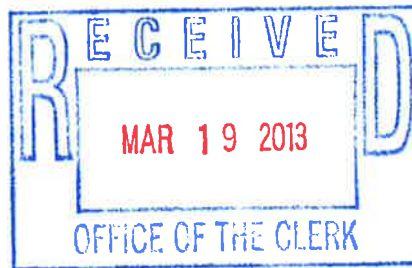
cc. Sen. Dianne Feinstein
Sen. Barbara Boxer
Rep. Howard "Buck" McKeon
Rep. Paul Cook
Mono Lake Committee
Sierra Club Range of Light
Eastern Sierra Land Trust

KEN HARRISON
COMMUNITY CONSULTANT

SUPPORTING COMMUNITIES, RESIDENTS, HOMEOWNERS, AND SMALL BUSINESSES

March 14, 2013

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



and;

Congressman Paul Cook
1222 Longworth House Office Building
Washington, DC 20515

**RE: Mammoth Mountain Ski Area (MMSA)
and U.S. Forest Service (USFS)
Proposed Land Exchange**

Dear Interested Parties,

As a four-times-a-year visitor to June Lake, CA, I am in solidarity with June Lake's fight toward having MMSA operate June Mountain, or offer it for sale to a competent ski operator.

I understand the USFS has declared MMSA to be not in compliance with their public use permits, as they choose to not operate June Mountain this past season.

Therefore the USFS should not be in any discussions with MMSA about a proposed land exchange near the MMSA, until this matter is resolved.

Furthermore, it would be inappropriate for the Mono County Board of Supervisors to support any effort on behalf of MMSA and this land exchange, as long as MMSA continues to keep the Village of June Lake a financial hostage.

Looking forward to your reply.

Sincerely,

Ken Harrison



Charley & Dorothy Burdette

March 14, 2013

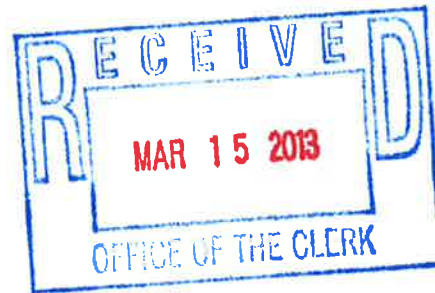
PO Box 523

June Lake, CA 93529

Mono County Board of Supervisors

Bridgeport, CA

ATTN: Lynda Roberts, Clerk to the Board



Dear Supervisors:

We are writing this letter to inform the Board we are not in support of the Mammoth Mountain Ski Area (MMSA) Base Land Exchange as it is written. Inyo County does not appear agreeable to the exchange of the 2 parcels within their county and too much money is needed from MMSA to supplement the value of the exchange involved.

MMSA has shown poor stewardship for the public lands at June Mountain and frankly a lack of good business acumen and ethics. Putting the onus on the community of June Lake "to adjust" (Rusty Gregory's words) after MMSA decided to close June Mountain for the season is deplorable. It is **not** the responsibility of the community of June Lake to ensure MMSA make a profit at June Mountain nor is it the county's responsibility. It is purely the job of MMSA to make sound business plans to make a viable business. Please remember the county has already invested \$100,000.00 to the community of June Lake to help keep it afloat due to MMSA's poor business planning. MVP Pass holders were deprived of June Mountain skiing but were never refunded the difference.

Before this land exchange can ever be entertained by the Board we request MMSA immediately take action by implementing desperately needed upgrades to June Mountain with those upgrade assurances guaranteed in writing along with the proper funding in place. Whether June Mountain opens or not, it will not be a viable ski resort without those guaranteed upgrades and proper marketing. Not until these upgrades are met should MMSA receive any special treatment.

There is still that land across from June Mountain that was a land exchange with MMSA/USFS during Dave McCoy's reign. Perhaps the best use of the Rodeo Grounds parcel is to trade that back to the USFS for the land at the base of June Mountain and develop June Mountain into a "world-class destination resort!" We hear the land is up for sale cheap!!

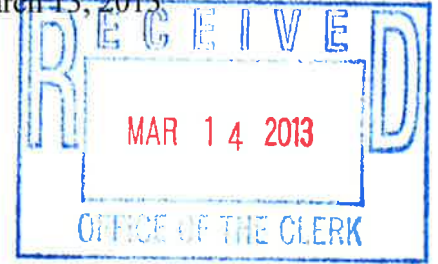
Respectfully,

Charley & Dorothy Burdette

June Lake residents

March 13, 2013

Subject: Mammoth Mountain Ski Area (MMSA) Land Exchange



Dear Honorable Mono County Board of Supervisors (BOS),

We believe that the BOS should deny MMSA's request for a letter of support regarding the proposed Land exchange converting 20 acres of public USFS land into private MMSA ownership at Mammoth Mountain's Main Lodge. Instead we support letters to the Honorable Senator Dianne Feinstein, Senator Barbara Boxer and the US House of Representative Paul Cook, stating that the Mono County BOS does not support MMSA's proposed Land Exchange. The reason for not supporting the exchange is because according to the USFS, MMSA is in Non-Compliance with the June Mountain Ski area's current use Permit. This single action of closing June Mountain has devastated the Community and has created non recoverable economic loss and hardship for local businesses and residents in June Lake and Mono County.

Accountability and compliance to MMSA's use permit and improvement expenditures must happen before any new considerations should be made. MMSA has not provided tangible evidence that justifies any benefits of the land trade to the County. Make you decision on facts.

As voters in Mono County and residents of June Lake, we again request letters of **NON-SUPPORT** to be written regarding MMSA's proposed Land Exchange.

Thank You,

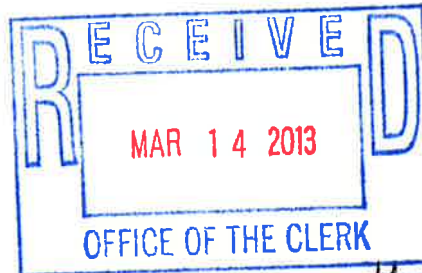
Bill & Floria Whipple
P. O. Box 34
June Lake, CA 93529
209 629 1389

Lynda Roberts

From: HeinrichsFour@aol.com
Sent: Wednesday, March 13, 2013 10:11 PM
To: Lynda Roberts
Subject: MMSA Land Exchange

Hi Lynda,
Can you please include our letter regarding the land exchange to the 4/2/13 BOS packet?

Thank you,
Al & Patti Heinrich



Letter Follows this Page

Lynda Roberts

From: HeinrichsFour@aol.com
Sent: Tuesday, February 26, 2013 2:06 PM
To: Lynda Roberts
Cc: Tim Alpers; Larry Johnston; Fred Stump; Tim Fesko; Byng Hunt; HeinrichsFour@aol.com
Subject: Letter Regarding MMSA Land Exchange

Lynda - please include in BOS packet for 3/5/13 meeting

Honorable Mono County Supervisors,

We are requesting the BOS to defer support of the MMSA Land Exchange of private lands for forest service administered public land adjacent to the MMSA main lodge. This request is predicated on the fact that MMSA needs to fulfill its stewardship obligations of providing an open June Mountain Ski area to public usage. If MMSA can not or will not meet their permit obligations by opening the ski resort and exercising good public land stewardship to continue to improve and maintain June Mountain Ski Area, MMSA should divest their ownership and offer the area at a fair market value to potential new operators. We have been advised that June Mountain currently has a tax rate value of \$3.5 million while in a recent meeting a potential buyer was told that the sale price was \$14 million. This large discrepancy in price may necessitate a reevaluation of June Mountain.

One would believe that the county would be also be concerned about the exchange of private property for USFS property that will result in a decrease in tax revenue for both Mono and Inyo counties.

This appears simple: why support additional public land acquisition when stewardship of an existing June Mountain permit needs significant improvement.

Thank you for your consideration in this matter.

Al & Patti Heinrich
P. O. Box 439
June Lake, CA 93529
(661) 400-0922

