



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
--	-----------------	---

September 17, 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](http://www.monocounty.ca.gov). If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board : [lroberts@mono.ca.gov](mailto:lroberts@mono.ca.gov).

***UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER***

**THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.**

9:00 AM Call meeting to Order

Pledge of Allegiance

**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.)

CLOSED SESSION

BOARD OF SUPERVISORS

**CLOSED SESSION WILL FOLLOW REGULAR MORNING SESSION.**

1a) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--exclusive 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.

2) APPROVAL OF MINUTES

9:00 a.m.

A. Approve minutes of the Regular Meeting held on September 3, 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 COUNTY ADMINISTRATIVE OFFICE  
10 Minutes

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

Approximately **DEPARTMENT REPORTS/EMERGING ISSUES**  
15 minutes (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.)

### FINANCE

**Additional Departments:** Inyo-Mono Agricultural Commissioner

- 5a) Agricultural Maintenance Facility - Proposed resolution authorizing the transfer of funds in trust to the Inyo County construction fund when appropriate.

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

**Fiscal Impact:** \$248,597.50 from the Capital Improvement Fund.

### SOCIAL SERVICES

- 6a) Approval of Contract between First 5 Mono County Children and Families Commission and County of Mono - Proposed contract with First 5 Mono County Children and Families Commission pertaining to Child Abuse Prevention, Intervention, and Treatment (CAPIT) funds.

**Recommended Action:** Approve County entry into proposed contract and authorize Kathy Peterson, Social Services Director to execute said contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as the Department of Social Services Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

**Fiscal Impact:** The cost of the two year contract is \$59,764 (\$29,882 per year). All funding is State funding and accordingly there is no cost to the County General Fund.

### HUMAN RESOURCES

**Additional Departments:** County Counsel

- 7a) Amendments to Employment Agreements (Bill Van Lente) - Resolutions approving Agreement and Amendment to Agreement re Employment of the following:
1. Garrett Higerd
  2. Richard Johnson
  3. Wade McCammond
  4. Roberta Reed
  5. Lynda Roberts
  6. Lynda Salcido
  7. Franklin W. Smith

8. Stacey Westerlund

**Recommended Action:** Adopt proposed resolutions

**Fiscal Impact:** 60 day extension of current contract terms, which are included in the current budget.

FINANCE

**Additional Departments:** Bridgeport Fire Dept.

- 8a) Bridgeport Fire Department Financial Audit - Bridgeport Fire Department requests a waiver of the annual audit requirement to be replaced by a biennial audit in accordance with Government Code Section 26909.

**Recommended Action:** Waive the annual audit requirement and replace it with a biennial audit by unanimous vote of the Board.

**Fiscal Impact:** None to the County, cost of the audit is paid by Bridgeport Fire Department.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 9a) Letter to US Fish and Wildlife opposing Sage Grouse Listing - Letter to US Fish and Wildlife opposing Sage Grouse Listing

**Recommended Action:** Authorize Chair's signature on attached letter opposing listing of the Bi-Sate Sage Grouse by the US Fish and Wildlife Service

**Fiscal Impact:** NA

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

- 10a) Mono County Fisheries Commission Letter - Correspondence from Steve Marti, Chair of the Mono County Fisheries Commission regarding acquiring Board Approval to spend Fisheries Commission monies for drilling a well and installing a pump.
- 10b) Sharon Clark Appreciation Letter - Email correpondence dated September 4, 2013 from Sharon Clark thanking all the Supervisors for initiating the Economic Development Strategic Plan for Mono County that was presented in July.

\*\*\*\*\*

PUBLIC WORKS - ROAD DIVISION

11a) Mono City Emergency Access Road Workshop (Jeff Walters) - The community of Mono City has expressed concern over the lack of a safe egress road in the event of a wildfire. In 2010, after receiving Board authorization, Public Works applied to the Bureau of Land Management (BLM) for an Application for Facilities on Federal Land. The BLM has completed an Environmental Assessment through the NEPA process. This data can be used by Mono County to complete the necessary CEQA process.

50 minutes  
(10 minute  
presentation;  
40 minute  
discussion)

**Recommended Action:** Hear presentation regarding the proposed Mono City Emergency Access Road. Provide any desired direction to staff.

**Fiscal Impact:** None at this time. The estimated construction cost for the project (based on prevailing wage), including access road improvement, Highway 167 apron construction, and remediation of abandoned roads, is between \$75,000 and \$100,000.

**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.)

\*\*\*\*\*  
**ADJOURN TO CLOSED SESSION UPON  
COMPLETION OF REGULAR AGENDA**  
\*\*\*\*\*

ADJOURNMENT

§§§§§



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	September 17, 2013	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Closed Session--Human Resources		

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/14/2013 8:34 AM	County Administrative Office	Yes
9/10/2013 9:41 AM	County Counsel	Yes
8/14/2013 8:27 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	September 17, 2013	<b>DEPARTMENT</b>	Clerk of the Board
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	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 September 3, 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:**

Click to download

[09-03-13 Draft](#)

**History**

Time	Who	Approval
9/11/2013 1:42 PM	County Administrative Office	Yes
9/11/2013 1:55 PM	County Counsel	Yes
9/11/2013 5:24 PM	Finance	Yes





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

September 3, 2013

Flash Drive	#1005
Minute Orders	M13-189 to M13-198
Resolutions	R13-71 to R13-74
Ordinance	Ord13-04 – NOT USED

8:58 AM Meeting called to order by Chairman Hunt.

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

Pledge of Allegiance led by Marshall Rudolph.

**Supervisor Hunt:**

- Explained the new agenda format and how it will proceed.

*Break: 10:02 a.m.  
Reconvene: 10:08 a.m.  
Break: 11:50 a.m.  
Reconvene: 11:56 a.m.  
Closed Session: 1:30 p.m.  
Reconvene: 2:30 p.m.  
Adjourn: 4:35 p.m.*

**OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Teresa Gilleland:**

- They own the Walker Burger; something came to their attention this weekend.
- No burners came through; wondered why. There was a DUI checkpoint in Mono County. Burners felt that they were being targeted specifically and harassed.
- The message to the burners was to go around Mono County and not spend any money here. Really hurt business.
- Supervisor Fesko: agrees with Teresa and heard the same thing.
- Supervisor Hunt: may be something the Economic Development could address. Asked Dan to head up a discussion regarding this.
- Dan Lyster: They witnessed a little of this as well.

**Note**

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

- Alicia Vennos: need to have a proactive approach to this next year.
- Jim Leddy: The DUI checkpoint was initiated by CHP. May need a conversation with them.

## CLOSED SESSION

### BOARD OF SUPERVISORS

- 1a) **Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS.** Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--exclusive 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.
- 1b) **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: Federal Energy Regulatory Commission Hydroelectric Relicensing P1390 (Lundy).
- 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: Mono County v. Standard Industrial Minerals.
- 1d) **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: Madrid v. County of Mono et al.

### 2) APPROVAL OF MINUTES

#### No Motion

**Action:** None.

**Supervisor Johnston:**

- Thinks the amount that got three votes regarding the Air Service Subsidy should be \$60,000, not \$50,000.

**Jim Leddy:**

- Don't approve today; listen to tape and put minutes back onto next week's agenda for approval.

**M13-189 Action:** Approve minutes of the Special Meeting held on August 15, 2013.

**Stump moved; Fesko seconded**

**Vote: 5 yes; 0 no**

#### Note

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

**M13-190 Action:** Approve minutes of the Regular Meeting held on August 20, 2013, as corrected.

**Johnston moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**Chairman Hunt:**

- Under his Board report, number 7: should be 'they will consider thermal projects' not geothermal projects.

3)

### **BOARD MEMBER REPORTS**

**Supervisor Alpers:**

- Attended RCRC with Supervisor Fesko on 21<sup>st</sup>. Spirited discussion about toads and frogs and is satisfied that organization is making progress on this; overriding concern was the Rim Fire. Also discussed: science by consensus. We need to keep a close eye on science in regards to regulations.

**Supervisor Fesko:**

- Had major car problems last week; attended RCRC on 21<sup>st</sup> in Sacramento, great group of people. Commented on Frog issue.
- Smoke big issue; north county is very bad. 120 is closed right now through the park; has a large economic impact.
- Attending Tourism Commission meeting in Walker on the 27<sup>th</sup>.
- Mike Crawley – Forest District Ranger. He had privilege of being included in an interview process on Wed. the 28<sup>th</sup> for his replacement.
- Betty West (from Walker) passed away in mid August; on 30<sup>th</sup> Dan Smith from Walker Country Store also passed away from long term illnesses. Asked to close meeting in his honor today.
- Attended Founder's Day dinner in Bridgeport on Sunday; not the greatest turnout.

**Supervisor Hunt:**

- First Five Commission meeting – went over five year strategic plan; this organization runs many programs.
- Resiliency of our citizenry in Mono County; they've stepped up.

**Supervisor Johnston:**

- Attended first LADWP video conference session with commissioners (from Bishop).
- Brief presentation at Rotary regarding biomass update.
- Worked with ESCOG agenda; happening this Friday.
- CSAC Board of Directors meeting in Sacramento coming up.

**Supervisor Stump:**

- Flash flooding caused by thunder cell near Benton Hot Springs resort; caused quite a bit of damage. Assistance needed.
- Attended Long Valley RPAC meeting last Wednesday; in process of finalizing area priorities.
- Wants to recognize Road Department; no rocks visible during recent event. Fewer riders this year but signage and roads were ready.

### **COUNTY ADMINISTRATIVE OFFICE**

4)

**CAO Report regarding Board Assignments**

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

**Jim Leddy:**

- This is the first day of new format; more focus in the morning and better use of time.

#### **Note**

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

- Also looking at a very inexpensive way to videotape the meetings; looking long term at issues regarding streaming meetings. Report to come back regarding technology and cost.
- Highway 120 – call into Forest Service and State Parks. Their timing couldn't be worse. Thanked Dr. Johnson for all his information regarding smoke/fire.
- Yellow Legged Frog – had exchange with Inyo CAO; 23<sup>rd</sup> Sept., 7:00 p.m. Inyo Board having special meeting at Bishop Fairgrounds. Our county may want to consider doing special meeting of our own or making the meeting scheduled in Inyo a joint meeting with us. Need to keep awareness up about this.
- Checked out Tri-County fair, got out of the smoke. Enjoyed it.
- Thanked law enforcement and road department for work in Benton with flooding.

## **DEPARTMENT REPORTS/EMERGING ISSUES**

(PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

*No one spoke.*

## **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) **Appointment of Gina Barsi to the Chalfant Valley Fire Protection District** - Gina Barsi will be filling a term left vacant by Margaret Phelps which had expired in November, 2012. This item is being sponsored by Supervisor Stump.

**M13-191** **Action:** Appoint Gina Barsi to the Chalfant Valley Fire Protection District. She will be filling a vacant seat that expired in November, 2012. This newly appointed term will expire in November, 2016.  
**Johnston moved; Stump seconded**  
**Vote: 5 yes; 0 no**

### **COMMUNITY DEVELOPMENT - PLANNING DIVISION**

- 6a) **Appointment of Long Valley RPAC Committee Member** - Consider new appointment, Hank Brown, to the Long Valley Regional Planning Advisory Committee as recommended by Supervisor Stump.

**M13-192** **Action:** Appoint Hank Brown to the Long Valley Regional Planning Advisory Committee.  
**Stump moved; Fesko seconded**  
**Vote: 5 yes; 0 no**

### **PULLED FOR DISCUSSION**

**Supervisor Johnston:**

- Asked about term dates.

**Supervisor Stump:**

- This is actually filling an unexpired term.
- Agrees that for future appointments, need to focus on better staggering.

#### **Note**

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

## FINANCE

7a) **2013-14 Tax Rate Resolution** - Proposed resolution approving Tax Rates for 2013-14.

**R13-71** **Action:** Adopt proposed resolution #R13-71, approving Tax Rates for 2013-14.  
**Johnston moved; Stump seconded**  
**Vote: 5 yes; 0 no**

7b) **Treasury Transaction Report 731** - Per Mono County Investment Policy, monthly transaction report for July 2013.

**M13-193** **Action:** Accept Treasury Transaction Report 731, as presented.  
**Johnston moved; Stump seconded**  
**Vote: 5 yes; 0 no**

## COUNTY ADMINISTRATIVE OFFICE

**Additional Departments:** Human Resources

8a) **Emergency Medical Services Manager Employment Contract** - Proposed resolution approving an employment agreement with Robert DeForrest as Emergency Medical Services (EMS) Manager, and prescribing the compensation, appointment and conditions of said employment. Under the agreement, Mr. DeForrest would be appointed to the position of Emergency Medical Services (EMS) Manager with an effective start date of September 20, 2013.

**R13-72** **Action:** Adopt Resolution R13-72, approving an employment agreement with Robert DeForrest and prescribing the compensation, appointment, and conditions of said employment.  
**Johnston moved; Stump seconded**  
**Vote: 5 yes; 0 no**

## COUNTY COUNSEL

9a) **Letter to Gov. Brown re signature of A.B. 151** - Proposed letter from the Board to Governor Brown urging his signature on A.B. 151 (authorizing counties to provide financial assistance to disabled veterans).

**M13-194** **Action:** Approve and authorize the Board Chair to sign proposed letter from the Board to Governor Brown urging his signature on A.B. 151 (authorizing counties to provide financial assistance to disabled veterans).  
**Johnston moved; Stump seconded**  
**Vote: 5 yes; 0 no**

## REGULAR AGENDA

CORRESPONDENCE RECEIVED  
(INFORMATIONAL)

### Note

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

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

CLERK OF THE BOARD

10a) **Southern California Edison Letter** - Correspondence dated August 20, 2013 from Ms. Meiers de Pastino, Attorney for SCE, regarding Notice of Application of SE for Approval of Greenhouse Gas Cap-and-Trade Program Revenue Allocation and Return to Customers.

10b) **Resolution of Appreciation from Bridgeport RPAC** - A Resolution of Appreciation from the Bridgeport RPAC to Mike Crawley, Bridgeport District Ranger for the Humboldt-Toiyabe National Forest. This is informational for the Board.

**Supervisor Fesko:**

- Just wanted to make note of Mike Crawley's retirement and recognize all the great work he's done here in Mono County.

\*\*\*\*\*

*The Board acknowledged receipt of the correspondence.*

HEALTH DEPARTMENT

11a) **2013-2014 Public Health Emergency Preparedness Agreements (Dr. Richard Johnson)** - Proposed 2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding (Allocation Agreement) and non-supplantation form.

**M13-195 Action:** Approve and authorize the non-supplantation form and authorize Public Health Director to sign and amend the 2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding (Allocation Agreement).

**Stump moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**Dr. Johnson:**

- Spoke briefly about smoke. Met with folks at Great Basin, their smoke problems have to do with Lake not the fires.
- Explained agenda item regarding various agreements (three grants, one agreement).
- Funding has remained steady.
- Trouble engaging School Districts – need to meet with school districts
- They usually have no trouble spending these monies.

**Supervisor Stump:**

- Why is there trouble engaging the School Districts?
- Does he have jurisdictional authority to not hold activities if smoke is bad enough?

COUNTY ADMINISTRATIVE OFFICE

**Note**

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

**Additional Departments: Human Resources**

12a) **Assessor Appointment (Jim Leddy)** - Proposed resolution prescribing the salary for county assessor and proposed appointment of Robert Musil as county assessor. Mr. Musil will also be sworn in and take office immediately.

**R13-73 Action:** Adopt Resolution R13-73, prescribing the salary for the office of assessor.

**Johnston moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**M13-196 Action:** Appoint Robert Musil to the office of assessor pursuant to Government Code section 25304 (thereby filling the current vacancy in that elective office).

**Johnston moved; Stump seconded**

**Vote: 5 yes; 0 no**

**Jim Leddy:**

- Chance for County to see newly appointed Assessor; it's been the most public process this County has gone through.
- This was a very transparent process. We now have the top candidate.
- Here for appointment/approval by the Board; Mr. Musil is ready to get to work today.

**Chairman Hunt:**

- This was a grueling process; first time done in public.
- Chairman Hunt swore in Mr. Musil into the office of Assessor.

**Supervisor Alpers:**

- Feels they've made a good choice; they've got the right man.

**Supervisor Fesko:**

- Hats off to all applicants that went through the process; it's been over a year since an Assessor has been in place.
- This board did what it was supposed to.
- Even though this is an elected position and will be open to others during election time, he asks that everyone support this Board's choice and work with new Assessor.

**Supervisor Stump:**

- Echoes what Supervisor Fesko said.

**FINANCE**

13a) **Budget Hearings (Leslie Chapman)** - Public hearing regarding Fiscal Year 2013-2014 Final Budget – Proposed resolution adopting the final Mono County budget for fiscal year 2013-2014. To view the Final Budget Hearings Document, please visit the following link:  
<http://monocounty.ca.gov/auditor/page/201314-budget-hearings-final>.

**R13-74 Action:** Adopt proposed resolution #R13-74, adopting the final Mono County budget for fiscal year 2013-2014.

**Fesko moved; Stump seconded**

**Vote: 4 yes; 1 no: Johnston**

**Note**

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

**Jim Leddy (Powerpoint, to be uploaded to the Web):**

- Budget adoption (budget review, FY 2013-2014 Recommended County Budget, Final Adoption by Board).
- Total Budget: \$63.18 million.
- Total Budget Sources/Uses.
- Total Budget Trends.
- General Fund Sources/Uses.
- General Fund Trends.
- Follow Up Actions.
- Follow Up Actions/Next Steps.
- 2013-2014 Final Budget.
- Actions today:
  - Board action to formally adopt FY 2013-14 Budget.
  - Direct Staff to complete identified Follow up actions.
  - Adopt Final Budget.
- Formalization of Reallocation takes place today with Board action.

**Leslie Chapman:**

- The moving of First Responder monies out of paramedics has been done.
- Diverting Prop. 172 funds will be dependent upon today's actions.

**Supervisor Stump:**

- Items referenced are dependent upon actions today?

**PUBLIC HEARING OPENED: 10:18 A.M.**

**John Urdi:**

- Brief comments about frog issues and Rim fire.

**Air Subsidy Powerpoint:**

- Overview
- What is Air Subsidy?
- History.
- New Funding Model.
- Economic Impacts of Air Service.
- Air Service Funding.

**Additional Comments:**

- Because of state law, there can't be injunctions against T-bid at this point. Growth of T-bid should continue to occur.
- Discussion regarding property tax dollars. Spoke about record breaking TOT for last three summers which they use to promote entire county, not just Mammoth Lakes.

**Supervisor Hunt:**

- Why doesn't this subsidy just come with an actual cost?
- The need for a subsidy is going to be there no matter what. Any challenges to T-bid that could slow and/or stop it?

**Supervisor Alpers:**

- This has never come close to covering itself; is there any end in sight? Will subsidy just continue to grow?

**Supervisor Fesko:**

- From philosophical standpoint, he's against having money go toward a specific business.
- Feels we guarantee additional business for the airlines that they don't have.
- Previously, he understood that the county's money was to be used last. Last year, however, the county got a bill for \$85,000 with no justification, nothing

**Note**

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



showing why and how the county's money was needed/used.

- Quoted Dave McCoy in an article in the sheet regarding T-bid.
- The Tourism budget could be increased by \$50,000, this is a lot of money.

**Supervisor Stump:**

- In his district, opposition to this is 80%.
- Revenues and staffing levels are down; we're struggling with basic services.
- He doesn't feel it's his obligation to tell Town what to do with the money; he doesn't believe our contingency money should be spent on things like this. He doesn't think the money approved by the Board was necessary.
- Contingency monies should be used for things like the damage done in Benton due to flooding.

**Supervisor Johnston:**

- The majority of the County's budget is based on property taxes; \$5 billion of that within the Town of Mammoth Lakes.
- He's flabbergasted that ALL supervisors won't consider a token amount to air subsidy.
- He doesn't see it as a subsidy, it's an investment.

**ADDITIONAL PUBLIC COMMENTS:**

**Alicia Vennos:**

- Thanked John for coming; brought up air service in relation to international markets; this is truly critical.

**PUBLIC HEARING CLOSED: 11:11 a.m.**

**Supervisor Johnston:**

- He would like \$75,000 support for air subsidy.
- One issue he's been wrestling with during budget process was overtime. Last year there was \$2.68 million in overtime. For this year, \$775,000 was budgeted for overtime. He wants to know why.
- \$400,000 of the requested \$775,000 overtime is in the Sheriff's Department – why not fund another position?
- Why is the amount dedicated for non county agencies down to \$60,000? He feels the \$75,000 should be reinstated.
- He spoke of several other offices that should get requested funding: D.A.'s office, CDD, IT, Road Dept., Vehicle Replacement Fund.
- Carb Compliance monies discussed. What is the plan for next year? It's going to HAVE to be financed, need to set this up systematically now.
- Need to look at reserves from insurance windfall or tax settlements.
- It's not about the number of people; it's about efficiency of work and services provided. Budget as it is now, doesn't do that.
- He feels that the board is biting the hand that feeds it.

**Supervisor Alpers:**

- July 18<sup>th</sup> town hall meeting – we have to start putting money away.
- We've had three tries to address Carb compliance issues – he doesn't think we're going to get any relief legislatively.
- He supports presented budget.
- He'd love to give air subsidy more money but he's sticking with the agreed upon \$50,000.
- We've worked too hard and got too many comments from constituents to make any changes to budget.

**Supervisor Hunt:**

- He personally sees real value in air subsidy program; County stands to gain from supporting this.

**Note**

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

- He'd be supportive of \$100,000 if he could pull it off; need to discuss it again at mid-year.
- Non-profits mean so much to our county, we should up the amount to \$75,000; or bring back at mid-year.
- Carb compliance issue: the \$1 million should maybe go to reserves, not carb-compliance, these are one time monies.
- There is a proposal to have a quarterly review of budget process. Each year it will start in January and be completed by July.
- He's frustrated with the budget for a lot of reasons but can live with it.

**Supervisor Stump:**

- Carb Compliance discussion; the \$1 million is still sitting in Trindell doing what it's supposed to be doing. That's where it needs to stay.

**Supervisor Fesko:**

- We probably will have to finance the Carb Compliance issue at some point.
- We have over \$60 million in unfunded liabilities.
- As far as he's concerned the budget is set.

**Leslie Chapman**

- If you move money in reserves you have one chance to move it around, during budget process.
- Right now it's in CIP budget; board can choose any time to re-appropriate it.

## ECONOMIC DEVELOPMENT

### **Additional Departments:** County Counsel

14a)

**Conway Ranch Irrigation (Dan Lyster)** - Oral staff report and Board discussion regarding Conway Ranch irrigation, including irrigation specialist services and related issues.

**Action:** None.

**Dan Lyster:**

- He's recommending that Board pay outstanding contract amount (\$6,000). Irrigation season coming to a close; proposes we retain Fred Fulstone and pay money owed.
- We can look for new irrigator for next season if that's what Board wants.
- Flow constraint issues.
- He feels confident in FIM Corps skills at the moment.
- Balance of fish and irrigation.

**Supervisor Fesko:**

- Asked for clarification on contract, money paid, etc.
- Asked for clarification on outstanding communicative issues.
- Do we have any type of easement or prescribed?
- It appears that Fred takes many notes?
- Sounds like a communication issue; everyone needs to know who to call.
- He's fine with allowing Fred to finish out his contract.
- If recommendations of Fisheries Commission aren't taken by the Board, it should in no way be in impediment to the Commission doing what they're doing.

**Supervisor Stump:**

- There are a lot of allegations against Mr. Fulstone (according to materials in packet). Have there been any investigations?
- Are these allegations true? The Fisheries Commission is an Advisory Commission.
- Water we're talking about doesn't support IAG? (Only talking about Virginia

**Note**

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

Creek water.)

- Email regarding Matley ditch: asked for clarification on photo, etc.
- Suggested that the Fisheries Commission try to work with FIM.
- If they still feel Fulstone shouldn't be irrigator, they need to offer solutions.

**Supervisor Hunt:**

- Where does the Fisheries Commission think the money will come from?
- Need better planning and awareness; we need to open doors of communication. We need to be partners, not adversaries.

**Marshall Rudolph:**

- These are all prescriptive easements.
- Not sure we have detailed enough records.
- Gave further disclaimers.
- Explained the sequence of events, etc.
- This is an independent contract, not an employment type of thing. As contractor, we describe scope and the person hired decides who to use, how, etc.
- We can revisit scope of work and clarify it; it's been fine for years up until this point.
- Contract has been "evergreen approach": one year term, automatically renewing until it's terminated. Either party can terminate with 30 days notice. FIM will be paid for work done thus far. Need clarification however for going forward.
- Evergreen approach will stay in place.

**Louis Test, FIM Corp.:**

- Handout (will be posted to web) of communication.
- Mr. Fulstone has been trying to get as much water to Conway Ranch as possible.
- The water needs to be used or someone else will want to use it.
- Second handout (answer to complaints filed against Fulstone, to be posted to web).
- The Board can exercise the clause in the contract to replace Mr. Fulstone but he has found the best person to irrigate is the person using the water.

**Supervisor Alpers:**

- Irrigation is a very hard job.
- Has FIM developed some expertise over the years?
- We need communication protocols but he isn't willing to spend any more money on an irrigator.
- We need FIM folks to lay out where biggest problems are and lay out some priorities.

**Supervisor Johnston:**

- Need to not lose waterways; comes back to prioritization.

**Marianne Leinassar:**

- Multiple handouts.
- They've worked with many different people throughout the years. Anytime Dan Lyster would call and say to shut off water, they've been responsive.
- When they started this, there was no fish hatchery.
- There are many improvements to be made and all of them can't be done with \$6,000 a year.
- She feels they've been as responsive as they can be; they are willing to sit down with anyone and have a meeting.
- They've spent more than the \$6,000 this year. Maybe the Fisheries Commission could do part and they could do part. Much more money is needed.

**Steve Marti (Fisheries Commission):**

- Trying to lay out what has happened to the Board.

**Note**

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

- Feels ditches and head gates have been neglected.
- He disagrees that the best person to irrigate is the person using the water.
- He feels this is a conflict of interest where you have two people using the same water.

**Bob Dunn(Fisheries Commission):**

- In regards to cost: current contract at \$6,000 – even though the commission voted to get rid of this contract, he really doesn't see how current contract can accommodate this.
- In order to protect the Conway, increase Fishery, etc. it's going to take a lot more than \$6,000.
- They feel they have a level set of expertise available.
- We need to look at public support as it relates to the Fishery.
- There are some communication issues here; there might be a conflict of issue.

**Fred Fulstone:**

- Went over several lines of current contract and timelines specified.

\*\*\*\*\*

**12:00 P.M. TO 2:00 P.M.**

**CLOSED SESSION**

**REGULAR SESSION WILL COMMENCE AT 2:00 P.M.**

\*\*\*\*\*

**John Vallejo:**

- To report out of closed session: Regarding Standard Industrial Minerals, they have negotiated an agreement to achieve reclamation of mine sites without litigation. The Board has approved this agreement.

**OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

**COUNTY COUNSEL**

**Additional Departments:** Ag Commissioner/Sealer of Weights and Measures

15a)

**Appointment of Ag Commissioner/Sealer of Weights and Measures (Marshall Rudolph, Nathan Reade) -** Proposed appointment of Nathan Reade as County Agricultural Commissioner and County Sealer of Weights and Measures for Mono County, and proposed Agreement between the County of Inyo, County of Mono, and Nathan Reade for the provision of personal services as a county officer.

**M13-197**

**Action:** Appoint Nathan Reade to the consolidated office of County Agricultural Commissioner and County Sealer of Weights and Measures for Mono County, and approve County entry into proposed Agreement between the County of Inyo, County of Mono, and Nathan Reade for the provision of personal services as a county officer.

**Johnston moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**Marshall Rudolph:**

- We need to appoint Nathan Reade on behalf of Mono County as Ag

**Note**

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

Commissioner and County Sealer of Weights and Measures. It's always been done this way with Inyo as a shared position.

- Before the Board today is same agreement, just an updated version.

#### PUBLIC WORKS - ROAD DIVISION

16a) **Speed Limit Ordinance (Jeff Walters)** - Three Mono County roads were included in recent speed surveys. The results of these surveys recommended that new or revised speed limits be created.

**M13-198 Action:** Introduce, read title, and waive further reading of "An Ordinance of the Mono County Board of Supervisors Amending Sections 11.12.030 and 11.12.040, and Adding Section 11.12.070 to, the Mono County Code Pertaining to Speed Limits." Direct staff to agendize the ordinance for adoption at the next regularly-scheduled meeting of the Board of Supervisors (with revisions as requested).

**Johnston moved; Stump seconded**

**Vote: 5 yes; 0 no**

**Jeff Walters:**

- Introduced item; went over proposed changes in speed limits.

**Supervisor Johnston:**

- Asked about adding parentheses to show the mph for the changes.

#### PUBLIC WORKS - ENGINEERING DIVISION

17a) **Convict Lake Road Rehabilitation Project** – Update on Scoping Process for Federal Lands Access Program (FLAP) Grant Funding (Garrett Higerd) - The proposed project would rehabilitate approximately 2.7 miles of Convict Lake Road and add an up-hill bicycle climbing lane to steep sections. The project has been short-listed, scoping documents are being prepared, and it may be selected for funding by the California Programming Decisions Committee at its October meeting.

**Action:** None.

**Garrett Higerd:**

- This project moving along quickly due to grant application process.
- There is a match requirement required with this grant (approx. 11.4%).
- We should know by October 3, 2013 when the decisions committee makes its final decision. If this project selected he'll be back to the board.
- Original cost estimate: \$2.75 million. Looking at it in the field, probably more like \$3 million.

**Additional Departments: IT**

17b) **Update on 2013 Mono County Asset Management System Creation and Implementation (Garrett Higerd and Nate Greenberg)** - Public Works and IT have been working with a consultant to build a new, GIS-based asset management system to track and evaluate pavement condition, striping, signage, bridges, drainage facilities and other infrastructure.

#### Note

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

**Action:** None.

**Jeff Walters:**

- Gave some background on this item; in order to receive certain funding, we need to have a “pavement” system in place.
- Explained the concept of a new GIS-based system.
- He thinks it’s a good opportunity to include Town.
- He is not aware of better crack sealant.

**Kelly Garcia (Lumos and Associates):**

**POWERPOINT:**

- Need for a Payment Management System
- Paser-Pavement Condition Rating
- Pavement Management
- Existing Pavement Management System
- Need for an Asset Management System
- Goals of Project
- Using 10 point scale

**Nate Greenberg:**

- Gave PMS demonstration.
- Overview to visualize data.
- Rest of data will be integrated into GIS as it becomes available.

**Supervisor Stump:**

- How are you capturing data? How time consuming?
- Does Town endorse this system?
- Should we try to wrap Town into LTC adopting?

**Supervisor Johnston:**

- Is criteria consistent with statewide criteria?
- Asked about crack sealant, when you’re riding bikes, etc.

**Garrett Higerd:**

- Perhaps data would be updated with every STIP cycle.
- Looking to have a snapshot of entire system.
- Will be able to contribute to nationwide system.
- He’d like Mono LTC to adopt this, would allow us to maybe spend STIP resources for a reasonable price.

17c)

**Report on State Transportation Improvement Program (STIP) Road Maintenance and Rehabilitation Projects (Garrett Higerd) - Update on road rehabilitation construction and priorities for future projects.**

**Action:** None.

**Garrett Higerd:**

- Update on STIP Road Maintenance and Rehabilitation Projects.
- Not everything needs to be decided today but we’re in 2014 Stip cycle right now.
- A list of projects will eventually need to be determined.
- Brought up other roads near Airport Road that might be able to be rolled into the Airport Road project.
- Sounds like he’s on right track, will be presenting this to LTC next Monday (slightly altered).
- To dial in, we need more cost information.

**STATUS OF PROJECTS:**

- School Street Plaza Project – complete
- Bridgeport Streets Rehab Project – almost complete

**Note**

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

- Lee Vining Streets Rehab Project – complete minus a few signs
- June Lake Streets Rehab Project – in discussion phase
- Chalfant Streets – program plan in place, discussion phase
- Bridge Replacement and Repair – Topaz Lane Bridge to be repaired (moving into Environmental and Design phase)
- Owens Valley Road – plan stopped and shelved

Other funding

- Aspen Road – contract just awarded
- Rock Creek Road Rehab – still moving to construction starting in 2014
- Convict Lake Road Rehab – short listed, should know early October if selected

Suggestions for STIP Projects:

- Airport Road and Hot Creek Hatchery Road
- Convict Lake Road FLAP match
- Community Based Projects
- Asphalt Maintenance Program based on 2013 AMS and Utilizing Best Management Practices (BMPs)
- Benton Crossing Road Rehab
- In-Fill Projects
- TAP
- Lower Rock Creek Road Bicycle Climbing Lane
- Mountain Gate Phase III
- Bridgeport Way

**Supervisor Fesko:**

- Great job on introducing Asset Management System.
- Moving in right direction.
- Topaz Lane (part of the audit).

**Supervisor Stump:**

- Priorities: Current usage and increased usage.
- On the right track.
- Break out grindings based roads vs. paved in system.

**Supervisor Stump:**

- Benton Crossing Road.

**Supervisor Johnston:**

- Airport Road.
- Parts of Benton Crossing.
- Owens Gorge Road.

**Supervisor Alpers:**

- North Shore Road?
- Airport Road.

**Scott Burns:**

- LTC has a non-motorized focus; LTC has tried to push Caltrans to include shoulder to account for bike lane.
- Asked about including a bike lane on Airport Road – sure they don't want them?

COUNTY COUNSEL

18a)

**2013 Great Basin Water Forum (Stacey Simon) -** Designation of Board member(s) to attend the Great Basin Water Forum to be held on October 18, 2013, in Bishop, California. Determination of whether Board member(s) will attend October 17, 2013, field trip.

**Note**

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

**Action:** None.

**Stacey Simon:**

- Explained item; in past years the forum has always been in Nevada which meant there was some travel costs. In Bishop this time, cost reduced.
- There is a field trip on October 17, for those interested.
- Supervisor Fesko volunteered. Stacey will be there.
- Planning Dept. would like to send Brent Calloway.

ADJOURNMENT 4:35 P.M. IN MEMORY OF DAN SMITH, RESIDENT OF WALKER, CA THAT RECENTLY PASSED AWAY.

ATTEST:

---

BYNG HUNT  
CHAIR

---

SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD

§§§§§

Note

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





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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	September 17, 2013	<b>DEPARTMENT</b>	Finance
<b>ADDITIONAL DEPARTMENTS</b>	Inyo-Mono Agricultural Commissioner		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Agricultural Maintenance Facility		

**AGENDA DESCRIPTION:**

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

Proposed resolution authorizing the transfer of funds in trust to the Inyo County construction fund when appropriate.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

\$248,597.50 from the Capital Improvement Fund.

**CONTACT NAME:** Roberta Reed

**PHONE/EMAIL:** 760 932-5492 / rreed@mono.ca.gov

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

**SEND COPIES TO:**

Mono County Finance  
Inyo County Auditor-Controller  
Agricultural Commissioner

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

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

History

Time

Who

Approval

9/9/2013 9:26 AM	County Administrative Office	Yes
9/10/2013 2:40 PM	County Counsel	Yes
9/9/2013 9:14 AM	Finance	Yes



1  
2  
3 RESOLUTION NO. R13-  
BOARD OF SUPERVISORS, COUNTY OF MONO

4  
5 A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING  
6 THE AGRICULTURAL COMMISSIONER TO TRANSFER FUNDING FROM THE MONO  
7 COUNTY BUILDING TRUST TO A CONSTRUCTION FUND FOR THE PURPOSES OF  
8 CONSTRUCTING A DEPARTMENT MAINTENANCE FACILITY

9 WHEREAS, the Inyo-Mono Counties Agricultural Commissioner's Office established  
10 a building trust in both Inyo and Mono Counties in 2010 for the purpose of constructing a  
11 maintenance facility; and

12 WHEREAS, these funds may only be expended for Agricultural Commissioner  
13 programs pursuant to California Food and Agriculture Code section 224(g); and

14  
15 WHEREAS, construction of said maintenance facility will require movement of Mono  
16 County building trust funds held in the Capital Improvements fund to a construction fund in  
17 Inyo County when resources are adequate for this construction to occur;

18  
19 NOW, THEREFORE, LET IT BE RESOLVED BY THE MONO COUNTY BOARD OF  
20 SUPERVISORS as follows:

21  
22 The County Agricultural Commissioner upon presentation and approval of invoices to  
23 the Finance Director is authorized to transfer funds from the Mono County Agricultural  
24 Commissioner Building Capital Improvement Fund to an Inyo County Construction Fund,  
25 for the purposes of constructing a departmental facility to serve the maintenance needs of the  
26 Agricultural Commissioner's Office as it conducts duties in both Inyo and Mono Counties.

27 ///

28 ///

1       **APPROVED AND ADOPTED** this 17th day of September, 2013, by the following vote of  
2 the Board of Supervisors, County of Mono:

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

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

---

BYNG HUNT, CHAIRMAN  
BOARD OF SUPERVISORS  
COUNTY OF MONO

ATTEST:

APPROVED AS TO FORM:

---

LYNDA ROBERTS  
CLERK OF THE BOARD

---

MARSHALL RUDOLPH  
COUNTY COUNSEL



# Counties of Inyo & Mono

Nathan D. Reade  
Agricultural Commissioner  
Director of Weights and Measures  
207 W. South Street, Bishop, CA 93514  
Telephone – (760) 873-7860 Fax – (760) 872-1610  
Email – inyomonoag@gmail.com Web - www.inyomonoagriculture.com



To: Honorable Board of Supervisors, Mono County  
From: Nathan Reade, Agricultural Commissioner/Director of Weights & Measures  
Date: September 6, 2013

**Subject:**

Proposed resolution authorizing the transfer of funds in trust to the Inyo County construction fund when appropriate.

**Recommendation:**

Adopt proposed resolution. Provide any desired direction to staff.

**Background:**

The Agricultural Commissioner/Director of Weights & Measures Department established a building trust in Mono County in fiscal year 2009/2010, with the intention of using these funds to construct a maintenance facility for department activities. Contributions to this fund, resulting from unanticipated gas tax revenues, have continued annually since it was established. It is important to note that funds of this kind can be used only for Agricultural Commissioner Department program activities pursuant to Food and Agriculture Code section 224(g), and must be returned to the State of California if not used for future facilities, as funds have been reported as expenditure for this purpose in the annual department financial statement.

The Mono County Agricultural Commissioner Building Trust has an identical counterpart in Inyo County. When resources are sufficient to meet construction costs, it is the department's intention to transfer both trusts to a construction fund to complete the maintenance facility. This maintenance building will replace inadequate metal cargo containers and tents used currently by department personnel.

**Fiscal Impacts:**

\$248,597.50 from the Capital Improvement Fund.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 17, 2013	<b>DEPARTMENT</b>	Social Services
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Approval of Contract between First 5 Mono County Children and Families Commission and County of Mono		

### AGENDA DESCRIPTION:

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

Proposed contract with First 5 Mono County Children and Families Commission pertaining to Child Abuse Prevention, Intervention, and Treatment (CAPIT) funds.

### RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Kathy Peterson, Social Services Director to execute said contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as the Department of Social Services Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

### FISCAL IMPACT:

The cost of the two year contract is \$59,764 (\$29,882 per year). All funding is State funding and accordingly there is no cost to the 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, Dept of Social Services


### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

 [First 5 Mono CAPIT Funds Contract - Staff Report](#)

 [First 5 contract](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/9/2013 9:25 AM	County Administrative Office	Yes
9/10/2013 10:05 AM	County Counsel	Yes
9/9/2013 9:14 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, MPH  
*Director*

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: September 17, 2013

Re: Contract between First 5 Mono County Children and Families Commission and County of Mono to provide community services directed at preventing child abuse and neglect.

**Recommended Action:**

Approve the County to enter into the proposed contract, and authorize Kathy Peterson, Mono County Director of Social Services, to execute said contract on behalf of the County. This authorization shall include making minor amendments to the agreement from time to time as the Department of Social Services' Director may deem necessary, provided such amendments do not substantially alter the scope of work or contract costs and are approved as to form and legality by County Counsel. Provide any desired direction to staff.

**Fiscal Impact:**

The cost of the two year contract is \$59,764 (\$29,882 per year). All funding is State funding and accordingly, there is no cost to the County General Fund.

**Discussion:**

Mono County Department of Social Services receives various annual funding for the specific purpose of preventing and reducing child abuse and neglect. Last fiscal year, the Department of Social Services issued a Request for Proposals (RFP) for Child Abuse Prevention, Intervention, and Treatment (CAPIT) funds in the amount of \$62,000.00. Social Services conducted an evaluation and rating process of RFP responses received, and recommended funding a child abuse prevention project submitted by First 5 Mono County Children and Families Commission (First 5 Mono County). Based on the recommendation



from Social Services, the Board of Supervisors awarded a portion of the CAPIT funds in the amount of \$29,982.00 to First 5 Mono County for home visiting services.

With the goal of providing services to Mono County families at most risk for child abuse and neglect, First 5 Mono County addressed child abuse prevention through the *Parenting Partners* program. *Parenting Partners* is modeled after an evidenced based program, Parents as Teachers. Through a series of home visits, at-risk families with children ages 1 through 5 are provided parenting support, education, and service referrals. The program delivers services through collaboration with the family and in coordination with other community based service providers. First 5 Mono County also provides a successful home visiting program known as *Welcome Baby!* for children newborn through one year of age and their families. The CAPIT funding enabled First 5 Mono County to expand and extend services to a wider population of Mono County residents, including those families at greatest risk for child abuse and neglect. The home visiting services also serve to create community support systems, and do so despite the isolation experienced in rural counties by families at risk. The program is countywide, serving families in Coleville/Walker, Bridgeport, Benton, Lee Vining, and Mammoth Lakes.

It should be noted that the need for such community support systems as described above are identified and outlined in the Mono County Child Welfare Three Year System Improvement Plan approved by the Board of Supervisors on July 20, 2010 and entered into with the State of California. Accordingly this contract for services is one element of the System Improvement Plan that focuses on addressing issues faced by vulnerable families residing in an isolated and rural county.

Due to the success of the *Parenting Partners* program in its first year of implementation, the continued need for such services, and the continuation of State grant funding, the Department of Social Services requests that the Board of Supervisors approve continued funding for the program for an additional two years. While the program was successful in year one implementation, continued funding will allow First 5 Mono County to refine and fully develop its programming to best meet the needs of clients, while sustaining access to services for families in their struggle for stability.

**AGREEMENT BETWEEN COUNTY OF MONO  
AND FIRST 5 MONO COUNTY CHILDREN AND FAMILIES COMMISSION  
FOR THE PROVISION OF CAPIT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Child Abuse Prevention, Intervention, Treatment (CAPIT) services of First 5 Mono County Children and Families Commission of Mammoth Lakes, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

1. **SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kathryn Peterson, whose title is Director of the Mono County Department of Social Services. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

2. **TERM.**

The term of this Agreement shall be from July 1, 2013, to June 30, 2015, unless sooner terminated as provided below.

3. **CONSIDERATION.**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement **shall not exceed \$29,882.00 per year that this Agreement remains in effect, nor \$59,764.00 during the entire term of this Agreement** (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

E. Billing and Payment. **Contractor shall submit an invoice with a Quarterly Monitoring Report (set forth as Attachment C) to the County on a quarterly basis.** Quarterly invoices and required reporting shall be due from Contractor on October 15, 2013 and 2014; January 15, 2014 and 2015; April 15, 2014 and 2015; and **July 10, 2014 and 2015. Please note the earlier than usual due date for the month of July.** The obligation to provide invoices and receipts shall survive the contract expiration date.

Upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work, the County shall make payment equal to one quarter of the contract limit to Contractor within 30 days of its receipt of the invoice and monitoring report. Should the County determine that services or work have not been completed or performed as called for in the Scope of Work and/or should Contractor produce an incorrect invoice or monitoring report, the County shall withhold payment until the services and work are satisfactorily completed and performed and accepted by the County and/or the invoice or monitoring report is corrected and resubmitted.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

#### 4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

9. INSURANCE.

A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined

single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

- B. Business Vehicle. If Contractor utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.
- C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.
- D. Subcontractors. Contractor shall include all subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements herein for Contractor.

#### 10. STATUS OF CONTRACTOR.

All acts of Contractor, his/her agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

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

11. DEFENSE AND INDEMNIFICATION.

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

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

12. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. TERMINATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

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

County of Mono:

Mono County Department of Social Services  
ATTN: Kathy Peterson, Director  
PO Box 2969  
Mammoth Lakes, CA 93546

Contractor:

First 5 Mono County  
ATTN: Molly DesBaillets, Director  
PO Box 130  
Mammoth Lakes, CA 93546

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.



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

**COUNTY OF MONO**

**CONTRACTOR**

By: \_\_\_\_\_  
Kathryn Peterson, Director  
Mono County Social Services

By: \_\_\_\_\_  
Chair, First 5 Mono County

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel for Social Services

\_\_\_\_\_  
County Counsel for Commission

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND FIRST 5 MONO COUNTY CHILDREN AND FAMILIES COMMISSION  
FOR THE PROVISION OF CAPIT SERVICES**

**TERM:**

**FROM: July 1, 2013 TO: June 30, 2015**

**SCOPE OF WORK:**

The Contractor shall perform and/or provide the following services and programs:

Home Visiting Program to be provided to families with children ages 1 through 6 identified as high risk using research and evidenced based programs. Such home visiting program shall provide services in English or Spanish as is appropriate to address and foster, positive parent child interaction, development centered parenting, and family well being for isolated and families at risk for child abuse and neglect. The Home Visiting Program will use a strengths based model, will focus on implementing positive parenting practices, work with families to address family specific issues, provide information on child safety and identify crisis issues. The Home Visiting Program shall provide information, support and community referral in collaboration with the family working to reduce family stressors, at risk behavior, and family crisis. Contractor shall conduct community outreach to educate the community on the program and services.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND FIRST 5 MONO COUNTY CHILDREN AND FAMILIES COMMISSION  
FOR THE PROVISION OF CAPIT SERVICES**

**TERM:**

**FROM: July 1, 2013**

**TO: June 30, 2015**

Contractor shall submit quarterly financial reports including funding, costs, expenditures and allocation of expenditures for this program. **Line Item changes:** Contractor may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval. However please notify County of line item changes and provide written justification for any line item change exceeding 30%. Notification may be sent via email or in writing. FY 2014-15 Budget to be submitted by Contractor prior to the start of FY 2014-15.

**FY 2013-14 Budget**

<b>PERSONNEL EXPENSES</b>					
<b>POSITIONS</b>	<b>SALARY</b>	<b>% TIME</b>	<b>Requested Budget</b>	<b>In-Kind Budget</b>	<b>TOTAL Budget</b>
Existing F5M Home Visiting Staff	\$ 21,509	45% FTE (approx divided equally by 3 home visitors)	\$ 7,233	\$ 14,276	\$ 21,509
New Bilingual F5M HV Staff	\$ 10,349	25%FTE (approx)	\$ 10,349	\$ -	\$ 10,349
F5M Home Visiting Supervision	\$ 2,268	3%FTE	\$ -	\$ 2,268	\$ 2,268
<b>Total Salaries</b>	<b>\$ 34,126</b>		<b>\$ 17,582</b>	<b>\$ 16,544</b>	<b>\$ 34,126</b>
<b>TOTAL PERSONNEL</b>	<b>\$ 34,126</b>	<b>73% FTE</b>	<b>\$ 17,582</b>	<b>\$ 16,544</b>	<b>\$ 34,126</b>
<b>OPERATING EXPENSES</b>					
			<b>Requested Budget</b>	<b>In-Kind Budget</b>	<b>TOTAL Budget</b>
General Operating Expenses			\$ -	\$ 2,000	\$ 2,000
Office Supplies			\$ -	\$ 1,560	\$ 1,560
Family Counseling, 4 families (max \$500 each)			\$ 2,000		\$ 2,000
Educational Materials			\$ 1,100		\$ 1,100
Training & Travel			\$ 9,200		\$ 9,200
Grant Administration			\$ -	\$ 2,500	\$ 2,500
In-Direct 10%			\$ -	\$ 1,836	\$ 1,836
<b>Total Operating Expenses</b>			<b>\$ 12,300</b>	<b>\$ 7,896</b>	<b>\$ 20,196</b>
<b>Requested Budget Amount</b>	<b>In-Kind Amount</b>	<b>Budget</b>	<b>TOTAL Budget Amount</b>		
<b>\$29,882</b>	<b>\$24,440</b>		<b>\$54,322</b>		

## ATTACHMENT C

### AGREEMENT BETWEEN COUNTY OF MONO AND FIRST 5 MONO COUNTY CHILDREN AND FAMILIES COMMISSION FOR THE PROVISION OF CAPIT SERVICES

**TERM:**

**FROM: July 1, 2013**

**TO: June 30, 2015**

Contractor shall submit quarterly monitoring reports using the following Quarterly Monitoring Report Template:

### Quarterly Monitoring Report Template

#### SECTION 1:

1. Name of Service Provider and Program:
2. What type of service/program does this provider deliver?
3. Describe the population served:
4. List other funding source(s) that support this service/program:
5. List and describe the county “unmet or continued need” identified within the CSA or OCAP plan which justifies the funding of this service/program:
6. Specify the tool(s) utilized and how the tool(s) was used to evaluate the service/program’s effectiveness. Effectiveness should be measured by using a tool(s) inherent to or developed specifically for a participant in the service/program to measure the change or progress made by the participant (micro level). This tool can be a document, equipment, observation, etc.:
7. Discuss the progress achieved by this service/program toward meeting the need as identified in Question Number 5. Progress can be reported as a change in (1) an outcome as defined in the Children and Family Services Review, (2) child welfare participation rates, (3) a change in demographics or systemic factor or (4) other. Include aggregated quantitative and/or qualitative data in the response:

8. Participant Demographics: (please use chart below to describe demographics)

**Participant Demographics**

Referral Source	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>Total</b>				

High Needs Categories (if applicable)	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>Total</b>				

Participant Race/Ethnicity	Quarter 1	Quarter 2	Quarter 3	Quarter 4
White				
Hispanic				
Multi-racial				
Unknown				
Pacific Islander				
<b>Total:</b>				

Primary Language	Quarter 1	Quarter 2	Quarter 3	Quarter 4
English				
Spanish				
<b>Total:</b>				

Town of Residence	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Benton				
Bridgeport				
Chalfant				
Coleville				
Crowley				
June Lake				

Lee Vining				
Mammoth				
Walker				
Other:				
Unknown				
<b>Total:</b>				

9. Next Steps: (describe your activities for the next quarter/period, including any program improvements)

10. How was client satisfaction measured? Please include copies of surveys or other tools used to measure client satisfaction.

**SECTION 2: In-kind contributions this quarter: (please describe)**

**SECTION 3: [Optional] Please share any unexpected positive or negative outcomes, and any unmet community needs, discovered through providing these services.**

////////////////////// NOTHING FOLLOWS //////////////////////////////////////



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	September 17, 2013	<b>DEPARTMENT</b>	Human Resources
<b>ADDITIONAL DEPARTMENTS</b>	County Counsel		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	Bill Van Lente
<b>SUBJECT</b>	Amendments to Employment Agreements		

**AGENDA DESCRIPTION:**

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

Resolutions approving Agreement and Amendment to Agreement re Employment of the following:

1. Garrett Higerd
2. Richard Johnson
3. Wade McCammond
4. Roberta Reed
5. Lynda Roberts
6. Lynda Salcido
7. Franklin W. Smith
8. Stacey Westerlund

**RECOMMENDED ACTION:**

Adopt proposed resolutions

**FISCAL IMPACT:**

60 day extension of current contract terms, which are included in the current budget.

**CONTACT NAME:** Bill Van Lente

**PHONE/EMAIL:** 760.932.5413 / bvanlente@mono.ca.gov

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

**Click to download**

 [Staff report](#)

 [Resolutions approving Agreement and Amendment to Agreement re Employment](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/11/2013 1:51 PM	County Administrative Office	Yes
9/11/2013 1:59 PM	County Counsel	Yes
9/11/2013 5:24 PM	Finance	Yes





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

---

Jim Leddy  
*County Administrative Officer*  
760.932.5414

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

TO: Board of Supervisors

FROM: Bill Van Lente

DATE: September 17, 2013

RE: Resolutions approving Agreement and Amendment to Agreement re  
Employment of the following:

1. Garrett Higerd
2. Richard Johnson
3. Wade McCammond
4. Roberta Reed
5. Lynda Roberts
6. Lynda Salcido
7. Franklin W. Smith
8. Stacey Westerlund

**Recommendation:**

Adopt proposed resolutions.

**Fiscal/Mandates Impact:**

Minor extension of current contract terms, which are included in the current budget.

**Discussion:**

The proposed amendments to the agreements are self-explanatory and will effectuate an extension of current contracts until November 30, 2013.

Please contact me with any questions or comments.



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

**RESOLUTION NO. R13-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AGREEMENT AND SECOND AMENDMENT TO AGREEMENT  
RE EMPLOYMENT OF GARRETT HIGERD**

**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 Second Amendment to Agreement re Employment of Garrett Higerd, 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 Mr. Higerd. 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 SECOND AMENDMENT TO  
AGREEMENT RE EMPLOYMENT  
OF GARRETT HIGERD**

This Agreement and Second Amendment is entered into this 17<sup>th</sup> day of September, 2013, by and between Garrett Higerd and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Garrett Higerd.

**I. RECITALS**

- A. The County currently employs Garrett Higerd in accordance with an employment agreement entered into on or about August 3, 2010, which would expire on August 3, 2013 (referred to herein as "the Agreement").
- B. On or about July 16, 2013 the parties entered into the first amendment to the Agreement Re Employment of Garrett Higerd extending the expiration date of the Agreement until September 30, 2013.
- C. The parties wish to amend the Agreement to extend the Agreement's expiration date until November 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 August 3, 2010, until November 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 Second Amendment as of the date first written above.

GARRETT HIGERD

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Byng Hunt, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel



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

**RESOLUTION NO. R13-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AGREEMENT AND SECOND AMENDMENT TO AGREEMENT  
RE EMPLOYMENT OF RICHARD JOHNSON**

**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 Second Amendment to Agreement re Employment of Richard Johnson, 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 Dr. Johnson. 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 SECOND AMENDMENT TO  
AGREEMENT RE EMPLOYMENT  
OF RICHARD JOHNSON**

This Agreement and Second Amendment is entered into this 17<sup>th</sup> day of September, 2013, by and between Richard Johnson and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Richard Johnson.

**I. RECITALS**

- A. The County currently employs Richard Johnson in accordance with an employment agreement entered into on or about August 17, 2010, which would expire on August 17, 2013 (referred to herein as "the Agreement").
- B. On or about August 17, 2013, the parties entered into the first amendment to the Agreement Re Employment of Richard Johnson extending the expiration date of the Agreement until September 30, 2013.
- C. The parties wish to amend the Agreement to extend the Agreement's expiration date until November 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 August 17, 2010, until November 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 Second Amendment as of the date first written above.

RICHARD JOHNSON

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Byng Hunt, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_

County Counsel



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

**RESOLUTION NO. R13-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AGREEMENT AND SECOND AMENDMENT TO AGREEMENT  
RE EMPLOYMENT OF WADE McCAMMOND**

**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 Second Amendment to Agreement re Employment of Wade McCammond, 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 Mr. McCammond. 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 SECOND AMENDMENT TO  
AGREEMENT RE EMPLOYMENT  
OF WADE MCCAMMOND**

This Agreement and Second Amendment is entered into this 17<sup>TH</sup> day of September, 2013, by and between Wade McCammond and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Wade McCammond.

**I. RECITALS**

- A. The County currently employs Wade McCammond in accordance with an employment agreement entered into on or about June 15, 2010, which would expire on June 15, 2013 (referred to herein as "the Agreement").
- B. On or about June 15, 2013, the parties entered into the first amendment to the Agreement Re Employment of Wade McCammond extending the expiration date of the Agreement until September 30, 2013.
- C. The parties wish to amend the Agreement to extend the Agreement's expiration date until November 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 June 15, 2010, until November 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 Second Amendment as of the date first written above.

WADE MCCAMMOND

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Byng Hunt, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel



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

**RESOLUTION NO. R13-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AGREEMENT AND SECOND AMENDMENT TO AGREEMENT  
RE EMPLOYMENT OF ROBERTA REED**

**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 Second Amendment to Agreement re Employment of Roberta Reed 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. Reed. 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 SECOND AMENDMENT TO  
AGREEMENT RE EMPLOYMENT  
OF ROBERTA REED**

This Agreement and Second Amendment is entered into this 17<sup>th</sup> day of September, 2013, by and between Roberta Reed and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Roberta Reed.

**I. RECITALS**

- A. The County currently employs Roberta Reed in accordance with an employment agreement entered into on or about June 15, 2010, which would expire on June 15, 2013 (referred to herein as "the Agreement").
- B. On or about June 15, 2013, the parties entered into the first amendment to the Agreement Re Employment of Roberta Reed extending the expiration date of the Agreement until September 30, 2013.
- C. The parties wish to amend the Agreement to extend the Agreement's expiration date until November 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 June 15, 2010, until November 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 Second Amendment as of the date first written above.

ROBERTA REED

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Byng Hunt, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_

County Counsel



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

**RESOLUTION NO. R13-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF THIRD 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 Third 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 Lynda 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 THIRD AMENDMENT TO  
AGREEMENT RE EMPLOYMENT  
OF LYNDA ROBERTS**

This Agreement and Third Amendment is entered into this 17<sup>th</sup> day of September, 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 (previously amended on April 16, 2013).

**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 June 30, 2013 (referred to herein as "the Agreement").
- B. On or about June 30, 2013, the parties entered into the Second Amendment to the Agreement Re Employment of Lynda Roberts extending the expiration date of the Agreement until September 30, 2013.
- C. The parties wish to amend the Agreement to extend the Agreement's expiration date until November 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 November 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 Third 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





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

**RESOLUTION NO. R13-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AGREEMENT AND FOURTH AMENDMENT TO AGREEMENT  
RE EMPLOYMENT OF LYNDA SALCIDO**

**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 Fourth Amendment to Agreement re Employment of Lynda Salcido, 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. Salcido. 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 FOURTH AMENDMENT TO  
AGREEMENT RE EMPLOYMENT  
OF LYNDA SALCIDO**

This Agreement and Fourth Amendment is entered into this 17<sup>th</sup> day of September, 2013, by and between Lynda Salcido 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 Salcido (last amended on or about March 5, 2012).

**I. RECITALS**

- A. The County currently employs Lynda Salcido in accordance with an amended employment agreement entered into on or about February 9, 2010, which would expire on June 30, 2013 (referred to herein as "the Agreement").
- B. On or about June 30, 2013, the parties entered into the third amendment to the Agreement Re Employment of Lynda Salcido extending the expiration date of the Agreement until September 30, 2013.
- C. The parties wish to amend the Agreement to extend the Agreement's expiration date until November 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 February 9, 2010, until November 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 Fourth Amendment as of the date first written above.

LYNDA SALCIDO

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Byng Hunt, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel



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

RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT AND SECOND AMENDMENT TO AGREEMENT RE EMPLOYMENT OF FRANKLIN W. SMITH**

**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 Second Amendment to Agreement re Employment of Franklin W. Smith, 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 Mr. Smith. 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 SECOND AMENDMENT TO  
AGREEMENT RE EMPLOYMENT  
OF FRANKLIN W. SMITH**

This Agreement and Second Amendment is entered into this 17<sup>TH</sup> day of September, 2013, by and between Franklin W. Smith and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Franklin W. Smith.

**I. RECITALS**

- A. The County currently employs Franklin W. Smith in accordance with an employment agreement entered into on or about August 5, 2011, which would expire on August 5, 2013 (referred to herein as "the Agreement").
- B. On or about July 16, 2013 the parties entered into the first amendment to the Agreement Re Employment of Richard Johnson extending the expiration date of the Agreement until September 30, 2013.
- C. The parties wish to amend the Agreement to extend the Agreement's expiration date until November 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 August 5, 2011, until November 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 Second Amendment as of the date first written above.

FRANKLIN W. SMITH

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Byng Hunt, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel



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

**RESOLUTION NO. R13-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT AND SECOND AMENDMENT TO AGREEMENT RE EMPLOYMENT OF STACEY WESTERLUND**

**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 Second Amendment to Agreement re Employment of Stacey Westerlund, 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. Westerlund. 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 SECOND AMENDMENT TO  
AGREEMENT RE EMPLOYMENT  
OF STACEY WESTERLUND**

This Agreement and Second Amendment is entered into this 17<sup>th</sup> day of September, 2013, by and between Stacey Westerlund and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Stacey Westerlund.

**I. RECITALS**

- A. The County currently employs Stacey Westerlund in accordance with an employment agreement entered into on or about July 15, 2011, which would expire on July 15, 2013 (referred to herein as "the Agreement").
- B. On or about July 9, 2013 the parties entered into the first amendment to the Agreement Re Employment of Stacey Westerlund extending the expiration date of the Agreement until September 30, 2013.
- C. The parties wish to amend the Agreement to extend the Agreement's expiration date until November 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 July 15, 2011, until November 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 Second Amendment as of the date first written above.

STACEY WESTERLUND

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

<b>MEETING DATE</b>	September 17, 2013	<b>DEPARTMENT</b>	Finance
<b>ADDITIONAL DEPARTMENTS</b>	Bridgeport Fire Dept.		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Bridgeport Fire Department Financial Audit		

### AGENDA DESCRIPTION:

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

Bridgeport Fire Department requests a waiver of the annual audit requirement to be replaced by a biennial audit in accordance with Government Code Section 26909.

### RECOMMENDED ACTION:

Waive the annual audit requirement and replace it with a biennial audit by unanimous vote of the Board.

### FISCAL IMPACT:

None to the County, cost of the audit is paid by Bridgeport Fire Department.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5494 / lchapman@mono.ca.gov

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

**SEND COPIES TO:**  
Michael Booher, Fire Chief  
Bridgeport Fire Department  
PO Box 375  
Bridgeport, CA 93517

### MINUTE ORDER REQUESTED:

YES  NO

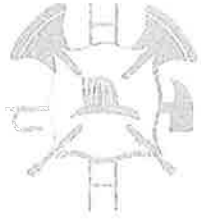
### ATTACHMENTS:

Click to download

[Fire Department Letter](#)

### History

Time	Who	Approval
9/11/2013 11:53 AM	Clerk of the Board	Yes



BRIDGEPORT FIRE PROTECTION DISTRICT  
**Bridgeport Fire Department**

P.O. Box 375 • Bridgeport, CA 93517 • Phone / Fax (760) 932-7353

**MICHAEL BOOHER**  
Fire Chief

**BILL PEMBERTON**  
Assistant Fire Chief

August 8, 2013

Mono County Board of Supervisors

P.O. Box 715

Bridgeport, CA 93517


Members of the Board;

California Government Code Section 26909 allows a special district to replace the annual audit with a biennial audit. The Code section requires that the governing board of the district make a unanimous request to the County Board of Supervisors, who must approve such a request unanimously.

On March 28, 2013, the Board of Commissioners of the Bridgeport Fire Protection District unanimously approved the Chief to request approval of the Board of Supervisors for a biennial audit. We are requesting the Board consider this as soon as feasible, effective for the 2012/13 fiscal year.

Currently, our annual budget is approximately \$150,000/year, and we fully fund our annual audit, at a cost of approximately \$2,200. We have not utilized the county-subsidized auditor since 2009/10, due to a lack of responsiveness and thoroughness of this contractor. We have utilized Craig Fechter, CPA for the past two years, and he has indicated that Bridgeport Fire is an appropriate agency for a biennial audit, and the cost for a biennial audit would be only slightly more than the cost of an annual audit, but only incurred every two years.

Sincerely,



Mike Booher, Chief

Cc: Leslie Chapman, Mono County Director of Finance



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 17, 2013	<b>DEPARTMENT</b>	Community Development - Planning Division
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Letter to US Fish and Wildlife opposing Sage Grouse Listing		

### AGENDA DESCRIPTION:

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

Letter to US Fish and Wildlife opposing Sage Grouse Listing

### RECOMMENDED ACTION:

Authorize Chair's signature on attached letter opposing listing of the Bi-Sate Sage Grouse by the US Fish and Wildlife Service

### FISCAL IMPACT:

NA

**CONTACT NAME:** Scott Burns

**PHONE/EMAIL:** 924-1807 / sburns@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

[Letter](#)

[Attachment](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/11/2013 5:23 PM	County Administrative Office	Yes
9/11/2013 5:51 PM	County Counsel	Yes
9/11/2013 5:24 PM	Finance	Yes



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

---

## **BOARD OF SUPERVISORS COUNTY OF MONO**

---

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

*Lynda Roberts, Clerk of the Board*

September 17, 2013

Steve Abele  
U.S. Fish and Wildlife Service  
Ventura Fish and Wildlife Office  
2403 Portola Road, Suite B  
Ventura, CA 93003

Dear Mr. Abele:

As the U.S. Fish and Wildlife Service (USFWS) examines the status of the Bi-State Sage-Grouse Distinct Population Segment (DPS) for any proposed listing action, the Mono County Board of Supervisors requests that the past and current efforts of the Bi-State Local Area Working Group (LAWG) be carefully considered. It is the position of our Board that the efforts of the LAWG, including the *2004 Greater Sage Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California* and the *2012 Bi-State Action Plan*, have the same practical effect as a recovery plan, but with the added value of voluntary collaboration on the part of local landowners, local government, regional agencies, state departments and federal agencies. This remarkable coordination by multiple entities over a number of years should be commended and the value of their actions accepted by the USFWS as evidence that a listing proposal is not warranted at this time.

Mono County, which has been regularly attending the LAWG, has also obtained a Sustainable Communities Grant from the California Strategic Growth Council specifically to further support the Bi-State effort via the development of mitigation measures and policies as a part of our general plan update. A letter recently sent by our community development department (attached) reports on this progress and provides science-based support for accepting the equivalent of a recovery plan provided by the LAWG planning and implementation efforts.

Please note that Mono County finds itself in an unenviable position regarding potential cumulative listing actions under the Endangered Species Act (ESA). If the current Yosemite toad and Sierra Nevada yellow-legged frog potential listing is taken together with the Bi-State Sage Grouse DPS potential listing, the cumulative impact of subsequent associated restrictions could cripple our recreation and agricultural economies and severely impact the livelihood of our citizens. The impact of these

multiple ESA actions on the Mono County region should be considered in the USFWS findings regarding the Bi-State Sage Grouse DPS.

Your favorable consideration of Mono County's position regarding the Bi-State Sage Grouse DPS is appreciated. Please contact Jim Leddy, County Administrative Officer, at (760) 932-1703 if you have any questions concerning these comments.

Respectfully submitted,

Byng Hunt  
Chair

**Attachment**

- Mono County Community Development Letter dated August 23, 2013

# Mono County Community Development Department

---

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

---

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

August 23, 2013

Carl Benz, Assistant Field Supervisor  
U.S Fish and Wildlife Service  
Ventura Fish and Wildlife Office  
2493 Portola Road, Suite B  
Ventura, CA 93003

Dear Carl:

As the U.S. Fish and Wildlife Service (FWS) is considering the Bi-State sage grouse listing, we wish to follow up prior conversations and provide an update on Mono County progress. As noted previously, in addition to our participation in the past and more recent Bi-State planning effort, Mono County has obtained a Sustainable Communities Grant from the Strategic Growth Council to update sections of the Mono County General Plan, including policies and mitigation requirements pertaining to sage grouse. The General Plan Update is under way with consulting biologist Dr. James Paulus assisting in the assessment and mitigation strategy development for the Bi-State population in Mono County.

With the Bi-State listing decision under the Endangered Species Act (ESA) approaching, this letter summarizes and updates our local efforts, and includes Dr. Paulus's opinions on the potential listing from a Mono County perspective. We request that this summary be considered in the impending decision, as whatever choice is made will surely have significant impact upon the activities and the prosperity of the people who live and work in Mono County. We have gained considerable knowledge of the ecology and management of grouse through this process, as the known range of the population encompasses nearly the entirety of all lands below 10,000 ft elevation in Mono County.

There is concern that the consequences of a decision to list the Bi-State as Threatened or Endangered will be harmful to the overall health of Mono County and that significant social and economic damage will result if listing occurs. The current and future welfare of Mono County citizens is a major consideration of our General Plan Update. We recognize this update is a significant opportunity to create new protections for sustaining the Bi-State sage grouse in Mono County. Meanwhile, as the following demonstrates, intervention in the form of federal listing intended to remove the danger of species extinction will not add benefits of offsetting magnitude; programs and working groups are already in place, and federal land management agencies' local exercise of regulatory power will be sufficient to attain the goal of saving the species from potential extinction even if federal listing is determined to be unwarranted at this time.



Genetic separation of Bi-State grouse as a Distinct Population Segment (DPS) of the greater sage-grouse species (Oyler-McCance, et al., 2005, Oyler-McCance and Casazza, 2011) provides the basis for evaluating the Bi-State population separately when making regulatory decisions. Proof of separation from the larger taxa known from six states outside California likewise confirms that the threats thought to underlie declines in the Bi-State population must be considered separately. The Bi-State's ecological status with regard to identification of significant threats, threat causes and effective remediation must be treated as unique to the DPS. Furthermore, current successes in stabilizing grouse sub-populations in the Bi-State must be evaluated separately from general trends established with other populations elsewhere.

The identified threat that is most relevant to this distinction is the actual and functional loss of grouse habitat. While often given as the "highest priority threat" for greater sage-grouse at large (e.g., USFWS representative Ted Cooke, presentation at the March 18, 2013, meeting of the Bi-State Local Area Working Group), the available evidence shows that the Bi-State DPS has experienced no significant contraction of its historical range in Mono County (Hall, et al., 2008). Contractions of the range that have been documented are small and localized, and can be attributed to specific, manageable factors that naturally fall under the jurisdiction and interest of local agencies and managers. Another example of a potential listing factor (i.e., threat) identified for greater sage-grouse at large is the inadequacy of the existing regulatory mechanisms (U.S. Fish and Wildlife Service, 2013). This also appears to be largely irrelevant to the Bi-State situation. The state and local regulatory efforts described herein, including some that are currently funded by federal grants, in combination with DPS-specific ecological research, effective site mitigations (many ongoing), development restrictions of Mono County, aggressive application of the California Environmental Quality Act by Mono County, and existing and in-process Conservation Easements, Conservation Plans and programmatic threat controls currently in development at the local level, will be sufficient to remove the real danger of extinction.

Listing Bi-State grouse under ESA unfortunately may cause re-prioritization of effective current and future efforts to conserve the population, and instead may emphasize the actual but lesser threats of habitat loss or inadequacy of the existing regulatory mechanisms. There is concern that risk for Bi-State extinction will be increased dangerously if our locally developed recognition of primary threats or our commensurate concrete and enthusiastic local efforts are superseded, replaced, or interfered with by mandated new, currently undefined federal actions subsequent to listing under ESA.

Bi-State habitat loss is precluded in large part by the expansiveness of federal land holdings across the DPS' known range in Eastern California and Western Nevada. Grouse predominantly use undeveloped lands that are and will continue to be administered by the U.S. Forest Service and Bureau of Land Management. We believe this existing federal jurisdiction explains why the range of the DPS has not significantly contracted from its historic (pre-European settlement) extent (Hall, et al., 2008). Furthermore, these lands are inherently more accessible for ecological researchers. Funding or other agency support for research has been and likely will continue to be available. This preponderance of federal landholdings has already fostered a greater scientific understanding of grouse of the Bi-State than anywhere else within the range of the species at large. Research to date has helped to offset the rush to conclude that

habitat loss and fragmentation are primary threats underlying historical declines in abundance. While this threat may be significant for greater sage-grouse in Wyoming (USFWS, 2013) or elsewhere, Bi-State population maintenance is now thought to be controlled mainly by its predators, whose presence has been on the increase. Cassaza, et al. (2007) concluded that avian and mammalian predation was the greatest threat to Bi-State nest success, brood survival, and even adult survival in every Population Management Unit studied. Most notable among these predators are golden eagles (predation of adults), common ravens (nest and brood predation), and coyotes (nests, broods and adults).

In contrast to habitat loss as a perceived primary threat, one which arguably may be difficult to address effectively without the federal power granted by listing under ESA, increased predation due to greater predator presence may be effectively ameliorated through control strategies that are available to local regulators. In Mono County, the Planning Division now requires that all projects that could provide predatory perches for raptors such as golden eagles or for ravens must implement deterrents to perching (e.g., “raptor spikes”), and also requires follow-up monitoring to ensure effectiveness. Perch deterrence requirement exemplifies the County’s self-imposed mandate (as specified in the General Plan – see County of Mono, 2013) that potential impacts to wildlife habitat quality must be quantified by a scientific study funded by the project proponent and assessed in consultation with the California Department of Fish and Wildlife, so as to meet the further requirement that all potential impacts must be brought to below the level of significance for project approval (2012 Conservation/Open Space Element, Biological Resources Objective A).

Revisions recommended for the 2014 General Plan Update include strictly applied Conditions of Approval reducing trash and other attractants for ravens and coyotes and avoiding creation of new nest sites for ravens in grouse habitat. The County’s Benton Crossing Landfill, located within the South Mono Population Management Unit in Long Valley, is scheduled to close no later than 2023, at which time existing anthropogenic subsidies will be eliminated. The operation currently implements a mitigation plan to deter ravens and gulls from the site, but the effort does not eliminate ravens or gulls entirely. Since Bi-State listing under ESA would not provide additional support or expansion of mitigation efforts, we believe funding spent on listing would be more effective if granted in support of state/local predator research and control programs, or if the FWS were to exercise its regulatory power to make it easier to reduce raven and coyote population sizes within and near critical Bi-State habitats.

Mono County has been collaborating in the current Forest Plan Amendment of the Humboldt-Toiyabe National Forest, including presentations before local planning committees, the Mono County Collaborative Planning Team and Board of Supervisors. The draft Plan Amendment includes specific goals, objectives standards, guidelines and monitoring indicators to conserve, enhance and/or restore habitats of the Bi-State population in northern Mono County. The intent of the amendment is to provide the regulatory mechanisms needed to respond to the U.S. Fish and Wildlife Service’s publishing of a “warranted, but precluded” Endangered Species Act listing petition 12-month finding for the Bi-State sage-grouse. The amendment will improve the ability of land management agencies to conserve, enhance, and/or restore sagebrush and associated habitats to provide for the long-term viability of the Bi-State sage-grouse.

The amendment responds to priority risks such as increasing raven and coyote populations, increasing recreational access to prime habitats, and livestock grazing impacts on habitat. A draft Environmental Impact Statement for the amendment has been released for public review.

Similarly, the Bureau of Land Management/Bishop Field Office, which will be updating its Resource Management Plan, intends to include specific language to add regulatory certainty regarding Bi-State conservation. The Bishop District has a strong track record regarding grouse conservation, due in part to the passion of its staff. But this outcome has been and will continue to be guided by a Resource Management Plan that states very broadly, "Do not adversely affect grouse habitat" (Colleen Stevens, personal communication 3/18/13). This conservative policy powerfully imparts regulatory certainty for ongoing preservation of Bi-State habitat quality and connectivity. We encourage this trend, and believe that local federal agency offices have and will continue to improve and enforce the types of regulatory mechanisms that will effect preservation. Additional, imposed U.S. Fish and Wildlife Service actions that may be intended to bolster federal regulatory power are not needed.

The Bi-State grouse are faced with landscape-level changes in their environment, in addition to increasing raven and coyote populations. These include: creeping sagebrush scrub habitat degradation due to the encroachment of pinyon-juniper woodland trees and non-native cheat grass; loss of meadow habitat as historically established irrigated pastures are withdrawn; the presence of a significant disease threat (West Nile Virus); and the depredative effects of barbed-wire fencing and roads where they cross through remaining habitat. Implementation of the Bi-State 2004 Conservation Plan (Bi-State Local Area Working Group, 2004) and 2012 Action Plan (Bi-State Technical Advisory Committee, 2012) will result in effective remediation of these known threats. Actions already implemented under this guidance have resulted in significant progress in the understanding of these aspects of grouse ecology at the local level and in concrete progress toward conservation. Restoration of prime sagebrush habitat (pinyon-juniper removal) has occurred on more than 14,000 acres of public lands. Nearly 13,000 acres of private lands within the Bi-State's range have come under recorded conservation easements that target grouse habitat preservation and enhancement, with an additional 7,240 acres of easement applications currently in the process of being finalized. Modified livestock grazing allotments totaling more than 1 million acres now include grouse-sensitive seasonal use and stocking limits. Anti-collision marking of fences already accomplished under NRCS direction has resulted in an 83% reduction in post-treatment mortality.

The Bi-State Local Area Working Group has implemented or is currently implementing 293 separate projects in response to specific needs pursuant to preservation as identified in the 2012 Action Plan. The many partners and stakeholders who participated in developing the 2004 Bi-State Conservation Plan sought to prioritize risks, identify strategies for conservation, and specify projects to address the risks as they were understood. But this knowledge and administration have not been static. The emergence of the 2012 Action Plan has occurred because the interest and dedication to Bi-State preservation has continued to grow. Current Action Plan partners include the Natural Resource Conservation Service, U.S. Geological Survey, Bureau of Land Management, U.S. Forest Service, California Department of Fish and Wildlife, Nevada

Department of Wildlife, University of Nevada, The Nature Conservancy, Los Angeles Department of Water and Power, and many other local landowners and land administrators. Meetings of the Local Area Working Group consistently overflow the room, and these are the people who can make and have made preservation happen. It is clear that the local administrative structure for the Bi-State DPS has matured and is today a strong and balanced approach to preservation.

These important policy developments, outreach efforts to secure conservation easements, and on-the-ground habitat enhancement works that add to the quality and extent of available habitat will not be affected should the FWS determine that listing under ESA is currently unwarranted. The trend toward effective population stabilization and away from potential extinction is already established and growing – statistically significant increases have been observed for both number of leks and number of males observed at leks within the Bi-State’s range during the period 1995 to 2012 (BLM representative Steve Nelson, 3/5/13 presentation to the Mono County Board of Supervisors). It seems unlikely that the as-yet undefined programs that may be eventually established as a result of listing under the ESA would justifiably render a more effective trend. We believe it more likely that efforts on the part of the FWS to ease the NEPA requirements (specifically, cultural resource clearance) for the existing Bi-State Local Area Working Group programs – for example, local meadow habitat restoration and removal of encroaching conifers and junipers from sagebrush scrub habitat – would go much farther and faster toward preservation of the Bi-State.

Mono County is committed to the 2012 Action Plan goal of stabilizing grouse populations through preservation and enhancement of their habitat. County policy and ongoing involvement in the Bi-State effort reflects this commitment, and we are taking advantage of the General Plan Update to bring grouse to the forefront in future planning decisions. Lands outside existing communities are now largely subject to Resource Management designation, as specified in the Land Use Element of the General Plan. This designation specifically calls for preservation of the habitat of sensitive species “permanently” (County of Mono, 2013). Increased recreation, and development outside existing communities, are unequivocally identified as threats to wildlife habitat sustainability, with established policy calling for the protection and enhancement of these habitats as a basic guideline for regulating such activities where the County has jurisdiction, and calling for cooperation with federal and state agencies toward the goal of preservation of the extensive grouse habitats where these agencies have jurisdiction. Policies also direct County facilitation of habitat acquisition as a result of land exchanges with federal or state land management agencies or by the purchase by land preservation organizations (Policy 6 of the Mono County Conservation/Open Space Element). It is anticipated that the update of the General Plan currently under way and scheduled for adoption in 2014 will provide new lek setbacks, requirements for fence collision-avoidance markers on all new fencing, escape ramps for new troughs and ponds, revegetation standards for restoration of disturbed sagebrush habitat, and new restrictions on road building in grouse habitat for projects on private lands.

We believe that this intensity of local preservation effort is unprecedented for any Candidate species. It reflects our shared concern for our environment, a stewardship which naturally arises from the realization that we are fortunate to live and work in such a bountiful place. In Mono County, efforts now under way to preserve the Bi-State will

continue, and will continue to expand, even should the FWS decide against listing under ESA. Listing would surely impose another gauntlet for the Bi-State's sustainability – administrative confusion, as federal and local experience and priority actions will differ. Even if listing is well-meaning for the species, delay or setback while a new administrative layer is integrated would deal a serious blow to the Bi-State DPS, possibly even to the point of allowing the current threats to extirpate the DPS or some of the sub-populations from their current range. As an alternative to listing, U.S. Fish and Wildlife Service assistance in implementing the locally crafted set of programs, especially help in institutionalizing new, effective predator control and help with burdensome cultural resource requirements under NEPA, would be more justifiable in the case of the Bi-State DPS.

To summarize, we sincerely believe the available evidence supports our position that recovery has already been assured by positive changes in the sentiments of the populace, by the policies we have adopted and are updating, and by the current and planned actions of landowners, volunteers, and agency personnel acting under the guidance of the 2012 Action Plan.

Your favorable consideration of these comments is appreciated. Please call me at (760) 924-1807 if you have questions concerning this matter; technical questions can be directed to consulting biologist, Dr. James Paulus at (760) 937-7177.

Respectfully submitted,



Scott Burns  
Director

cc Jim Leddy, County Administrative Officer  
Dr. James Paulus, Consulting Biologist  
Tony Dublino, Solid Waste Superintendent

#### ATTACHMENTS

- Evaluation of Genetic Distinctiveness
- Multilocus Population Genetic Survey
- California Bird Species of Special Concern
- Ecology of Greater Sage-Grouse.

## REFERENCES

- Bi-State Local Area Working Group, 2004. Greater Sage-Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California. Nevada Governor's Sage Grouse Conservation Team.
- Bi-State Technical Advisory Committee, 2012. Bi-State Action Plan: Past, Present and Future Actions for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment. Bi-State Executive Oversight Committee for Conservation of Greater Sage-Grouse. Report date March 15, 2012.
- Casazza, ML, Overton, CT, Farinha, MA, Torregrosa, A, Fleskes, JP, Miller, MM, Sedinger, JS, and E. Kolada. 2007. Ecology of Greater Sage-Grouse in the Bi-State Planning Area Final Report, September 2007. USGS Open File Report 2009-1113.
- County of Mono, 2013. General Plan. <http://monocounty.ca.gov/planning/page/general-plan>.
- Hall, FA, Gardner, SC, and DS Blankenship, 2008. Greater sage-grouse (*Centrocercus urophasianus*), pp. 96-101 in Shuford, WD and T Gardali (Eds.), California Bird Species of Special Concern: A Ranked Assessment of Species, Subspecies, and Distinct Populations of Birds of Immediate Conservation Concern in California. California Department of Fish and Wildlife, Sacramento.
- Oyler-McCance, SJ, Taylor, SE, and TW Quinn, 2005. A multilocus population genetic survey of the greater sage-grouse across their range. *Molecular Ecology* 14:1293-1310.
- Oyler-McCance, SJ, and ML Casazza, 2011. Evaluation of the genetic distinctiveness of greater sage-grouse in the Bi-State Planning Area. USGS Open File Report 2011-1006.
- U.S. Fish and Wildlife Service, 2013. Greater sage-grouse (*Centrocercus urophasianus*) Conservation Objectives: Final Report (February 2013). USFWS, Denver.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 17, 2013 **DEPARTMENT** Clerk of the Board  
**ADDITIONAL DEPARTMENTS**  
**TIME REQUIRED**  
**SUBJECT** Mono County Fisheries Commission Letter **PERSONS APPEARING BEFORE THE BOARD**

### AGENDA DESCRIPTION:

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

Correspondence from Steve Marti, Chair of the Mono County Fisheries Commission regarding acquiring Board Approval to spend Fisheries Commission monies for drilling a well and installing a pump.

### 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

[MCFC](#)

### History

Time	Who	Approval
9/10/2013 4:46 PM	Clerk of the Board	Yes



## Mono County Fisheries Commission

PO Box 2415 ~ Mammoth Lakes CA 93546 ~ 760.924.1705 ~ Fax 760.924.1697

Steve Marti, Chair  
760.932.7751  
smarti@mono.ca.gov

John Webb, Vice Chair  
760.647.6484  
webb@mono.ca.gov

Dan Anthony  
530.495.2817  
danthony@mono.ca.gov

Jim King  
760.935.4311  
jking@mono.ca.gov

Gaye Mueller  
760.873.7242  
gmueller@mono.ca.gov

Gary Jones  
760.937.7795  
gjones@mono.ca.gov

Robert Dunn  
530.495.2239  
rdunn@mono.ca.gov

Dan Lyster, Staff  
760.924.1705  
dlyster@mono.ca.gov

~ Meeting the Goals to Preserve Trout Fisheries in Mono County ~

---

Honorable Mono County Board of Supervisors:

I am writing this letter to inform you that the Mono County Fisheries Commission has approved partial financial support toward an agricultural well for the Conway Ranch. The anticipated cost of the well is \$30,000 and the Fisheries Commission has approved \$14,084.34 to be used toward the well, contingent upon approval by the Board of Supervisors to expend the remaining cost.

The Fisheries Commission believes that the availability of water on the Conway Ranch is of utmost concern not only for the current aquaculture facility, but also any future endeavors. The recent recurring droughts have not only reduced the ability for the Conway Ranch to reach its full potential, but have resulted in the reduction of production and an increase in the amount of fish lost. In order to sustain production during dry years and provide a back up for emergency use, we believe an agricultural well is a priority. Additionally, this well would be an enhancement to the infrastructure of the ranch.

Maranatha Well Drilling has provided an estimated cost of \$30,000 to drill the well and install the pump with necessary components. As I stated previously the Fisheries Commission has approved an expenditure of \$14,084.34, contingent upon the Board of Supervisors' approval to expend the remaining cost (approximately \$16,000.)

We urge the Board to strongly consider this necessity as it relates to the current and future aquaculture production; which is a key component to the Mono County fishing industry and a primary part of our economy.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Steve Marti".

Steve Marti, MCFC Chair





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

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	September 17, 2013	<b>DEPARTMENT</b>	Clerk of the Board
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Sharon Clark Appreciation Letter		

**AGENDA DESCRIPTION:**

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

Email correspondence dated September 4, 2013 from Sharon Clark thanking all the Supervisors for initiating the Economic Development Strategic Plan for Mono County that was presented in July.

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall  
**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[Clark](#)

History

Time

Who

Approval

9/6/2013 5:37 PM	County Administrative Office	Yes
9/10/2013 9:44 AM	County Counsel	Yes
9/9/2013 10:41 AM	Finance	Yes

**Shannon Kendall**

---

**To:** Lynda Roberts  
**Subject:** RE: Eastside Progress 2013



---

**From:** Sharon Clark [<mailto:srclark@npgcable.com>]  
**Sent:** Wednesday, September 04, 2013 2:54 PM  
**To:** Lynda Roberts  
**Subject:** Re: Eastside Progress 2013

Hi Lynda,

Will you please see that the following letter is part of their public record. I emailed each Supervisor also.

Thanks,  
Sharon

On 9/4/2013 2:45 PM, Sharon Clark wrote:

The Honorable Mono County Board of Supervisors:

Thanks to all Mono County Supervisors for initiating the Economic Development Strategic Plan for Mono County that was presented to you in July. I don't know whether or not your report motivated the Mammoth Times to publish Eastside Progress 2013 but that small booklet/pamphlet is great. I particularly liked "Introductions: Progress" on page 2. It clearly states that our TOML will remain dysfunctional until polarized stakeholders communicate, resolve differences, find common ground and determine what we want to be when our TOML \*grows up\*. The article mentions the "future" but until we determine what we want to be when we grow up, a healthy "future" will continue to elude us. The county statistics, pages 2 & 3, save me much time. I had often wondered about those numbers but was too lazy to find them!

Thanks for all that you do for Mono County citizens. It is reassuring to witness a governing body that truly serves us. Each of you epitomize a genuine public servant instead of the typical 'politician'.

Sincerely,  
Sharon R. Clark



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 17, 2013	<b>DEPARTMENT</b>	Public Works - Road Division
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	50 minutes (10 minute presentation; 40 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jeff Walters
<b>SUBJECT</b>	Mono City Emergency Access Road Workshop		

### AGENDA DESCRIPTION:

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

The community of Mono City has expressed concern over the lack of a safe egress road in the event of a wildfire. In 2010, after receiving Board authorization, Public Works applied to the Bureau of Land Management (BLM) for an Application for Facilities on Federal Land. The BLM has completed an Environmental Assessment through the NEPA process. This data can be used by Mono County to complete the necessary CEQA process.

### RECOMMENDED ACTION:

Hear presentation regarding the proposed Mono City Emergency Access Road. Provide any desired direction to staff.

### FISCAL IMPACT:

None at this time. The estimated construction cost for the project (based on prevailing wage), including access road improvement, Highway 167 apron construction, and remediation of abandoned roads, is between \$75,000 and \$100,000.

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760.932.5459 / jwalters@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Mono City Staff Revised](#)

- [Exhibit 2 - Mono City Emergency Access Rd - Application and Engineers Report](#)
- [Exhibit 1 - Mono City Emergency Access Rd - BLM ROW](#)
- [Exhibit 3 - Mono City Emergency Access Rd - EA](#)
- [Exhibit 4 - Mono City Emergency Access Rd - BLM Invoice](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/6/2013 5:37 PM	County Administrative Office	Yes
9/10/2013 3:14 PM	County Counsel	Yes
9/9/2013 10:40 AM	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](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** September 17, 2013  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Acting Public Works Director  
**Re:** Mono City Emergency Access Road

### **Recommended Action:**

Receive staff report regarding the proposed improvement of an existing dirt road to provide an emergency exit route from the community of Mono City. Provide any desired direction to staff.

### **Fiscal Impact:**

None at this time. The estimated construction cost for the project (based on prevailing wage), including access road improvement, Highway 167 apron construction, and remediation of abandoned roads, is between \$75,000 and \$100,000.

### **Background:**

As the Board is aware, access into and from the community of Mono City is provided by a single County-maintained road, East Mono Lake Drive. In the summer of 2004, a wildfire in the Lundy Canyon area crossed Highway 395 and nearly closed off the community from its exit route. Further, fire chiefs from surrounding communities have taken the position that responding to a mutual aid call to fight a fire in Mono City would put their crews at serious risk since there is only one escape route out of the community.

Mono City residents organized an effort in 2009 to generate support to improve an existing dirt road that connects the community to State Route 167. A community meeting was held in April, 2009, to start a dialogue between residents and local agencies, including the Mono County Department of Public Works. The discussion was focused on need, location, limitations, and process; no commitments were made and funding was not identified.

The emergency access route proposed by residents would extend through BLM lands north of the community and along the east side of the former borrow pit in the Caltrans reclamation area. To determine the viability of the route and the approximate cost for road improvement, Public Works contracted with Triad / Holmes Associates to evaluate the site and prepare an engineering report. A copy of the Draft Engineering Report, and the Application for Facilities on Federal Land, is attached as Exhibit 2 to this staff report.

In 2010 the Mono County Supervisors authorized Public Works to prepare and submit an application for Bureau of Land Management (BLM) permission to construct an emergency access road on federal lands.

In the interim, Caltrans was obligated to reclaim disturbed areas at and around its former borrow pit on BLM lands north of the community. This included a portion of the easternmost dirt road. Last year, an amendment was made to the Reclamation Plan to exclude the easternmost road running through the site from reclamation activities and reserve its future use as a possible emergency road for Mono City. By amending the reclamation plan 200' of road was saved from being restored to open space. As part of the amendment and compromise between the community, the County, Caltrans, and the Bureau of Reclamation, blocking the road with boulders was retained from the original reclamation plan to help protect the reclaimed area from being potentially impacted.

As stated in the EA, crash-able gates would be required at both ends of the road to prevent vehicular access outside of emergencies. They would have a maximum height of 36 inches and be painted flat dark olive green.

If the future emergency road does not come to fruition, the County would be responsible to reclaim the excluded road by performing revegetation work. BLM has completed its Environmental Assessment (EA) of the emergency road options through the NEPA process and has identified this road as the preferred alternative (Exhibit 4 contains the invoice for these services). The County can use this EA and proposed Finding of No Significant Impact (FONSI) to satisfy the requirements of the California Environmental Quality Act (CEQA). It is expected that through public notice coordination with the BLM and minor supplements to the EA and FONSI, the project will comply with CEQA.

Although the Right of Way grant offer does not commit the County to funding and construction of the project, its issuance will likely create expectations in the community. Public Works has, however, forewarned project advocates and the RPAC that the Board of Supervisors and County face severe budget pressures and competing priorities.

Please contact me at 760.932.5459 or by email at [jwalters@mono.ca.gov](mailto:jwalters@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,



Jeff Walters  
Acting Public Works Director

Attachments: Exhibit 1 – BLM ROW Grant Offer  
Exhibit 2 – 2010 Application and Draft Engineering Report  
Exhibit 3 – EA  
Exhibit 4 – BLM Processing and Monitoring Bill Sheets







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](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Evan Nikirk, PE  
Director

Assistant Directors:  
Kelly Garcia, PE  
Jeff Walters

**TRANSMITTAL**

To: Larry Primosch  
Bishop Field Office  
Bureau of Land Management  
351 Pacu Lane, Suite 100  
Bishop, California 93514

From: Evan Nikirk *EN*

Date: June 4, 2010

Re: Application for Facilities on Federal Land – Mono City Emergency Access Road

Via:  First Class Mail     Inter-Office Mail     Hand-Delivery     Other: \_\_\_\_\_

Attached for your review and action is an application for Mono County to construct an emergency access road across federal lands to provide secondary access to the community of Mono City in central Mono County.

Please contact Jeff Walters, Assistant Public Works Director, at 760.932.5459 or by email at [jwalters@mono.ca.gov](mailto:jwalters@mono.ca.gov) should you have any comments or questions regarding this matter.

enclosures (3)

cc: Katie Bellomo, MB RPAC sub-committee

files: Correspondence (w/o attachments); Mono City Emerg. Access Rd. Project File.

Parks • Community Centers • Roads & Bridges • Land Development • Solid Waste  
Building Maintenance • Campgrounds • Airports • Cemeteries • Fleet Maintenance



**APPLICATION FOR TRANSPORTATION AND  
 UTILITY SYSTEMS AND FACILITIES  
 ON FEDERAL LANDS**

FORM APPROVED  
 OMB NO. 0596-0082

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant

Mono County Department of Public Works  
 Post Office Box 457  
 74 North School Street  
 Bridgeport, California 93517

2. Name, title, and address of authorized agent if different from item 1

Same

3. Telephone

760.932.5440

Applicant

Mono County Public Works

Authorized Agent

Evan Nikirk, Director

4. As applicant are you? (check one)

- a.  Individual
- b.  Corporation\*
- c.  Partnership / Association\*
- d.  State Government / State Agency
- e.  Local Government
- f.  Federal Agency

\* If checked, complete supplemental page

4. Specify what application is for: (check one)

- a.  New authorization
- b.  Renewing existing authorization No.
- c.  Amend existing authorization No.
- d.  Assign existing authorization No.
- e.  Existing use for which no authorization has been received \*
- f.  Other\*

\* If checked, provide details under item 7

6. If an individual, or partnership are you a citizen(s) of the United States?  Yes  No  n/a

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

Existing conditions and the proposed road is described in the attached document, which is an excerpt from a technical report prepared for the County. The proposed road crosses through an area designated MS #117, which includes a borrow pit formerly operated by the State of California (Caltrans). See attached Exhibit 1. The pit and surrounding area is scheduled to be remediated by the State in 2010. The road passes to the east of the pit.

- a. Road with surface constructed from native soil or Class II aggregate base to provide emergency access connecting the community from East Mono Lake Drive to State Route 167. Turnouts will be constructed every 400 feet to enable passenger vehicles leaving the community to pull over and allow access to emergency response vehicles. The proposed road will follow the alignment of an existing "two-track" dirt road and disturbed area.
- b. Locking wooden "crash" gates will be installed at each end of the road to prevent access except in emergencies.
- c. A 12-foot-wide road width will be constructed along a centerline length of approximately 2,850 feet. The underlying native soil will be scarified, moisture-conditioned, and recompacted to provide a competent base. This will either serve as the road surface or it may be topped with a four-inch layer of compacted Class II aggregate base. Ten-foot-wide turnouts will be constructed every 400 linear feet, with a width of 10 feet, length of 30 feet, and a 25-foot-long taper at each end. The surface area of the proposed road will be approximately 34,200 square feet and the seven turnouts will comprise approximately 3,850 square feet, for a total project disturbance area of approximately 38,050 square feet (0.87 acres).
- d. Permanent installation.
- e. Potential year-round use.
- f. If used, approximately 470 cubic yards of Class II aggregate base will be required to construct the road.
- g. Road construction will take approximately two weeks and will begin once authorization is received and funding is approved.

8. Attach a map covering area and show location of project proposal. See attached Exhibit 1 and report excerpt.

9. State or Local government approval:  Attached  Applied for  Not Required

(continued on reverse...)

10. Nonreturnable application fee:  Attached  Not Required

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

The project will likely be put out to public bid and constructed by a contractor. Otherwise, the Mono County Department of Public Works has existing grading, paving, and snow removal equipment sufficient for the construction and long-term maintenance of the proposed road. The Department of Public Works has on staff civil engineers licensed in the State of California and permanent personnel responsible for the administration and maintenance of the County Road System. In addition, the Department of Public Works annually budgets for labor, supplies, and equipment necessary for the routine maintenance of County roads.

13a. Describe other reasonable alternative routes and modes considered.

The community of Mono City is currently served from State Route 167 by a single paved road. There is concern that exit from the community by residents and access by emergency response vehicles could be prevented should this road become closed or otherwise compromised during a wildland fire or other emergency. The proposed road is intended to provide a second means of ingress and egress should this occur. The community is surrounded on four sides by public lands administered by the BLM, so any alternative secondary access would impact public lands.

b. Why were these alternatives not selected?

The proposed alignment follows an existing dirt road and is the most direct access from the community through public lands to State Route 167.

c. Give explanation as to why it is necessary to cross Federal Lands.

See preceding explanations. The entire subdivision is entirely surrounded by federal lands and the area needed for the proposed road is already impacted.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency.

This application was authorized by the Mono County Board of Supervisors through Minute Order M10-68, approved on April 6, 2010. Please see attached copy. Approval and funding for construction will be sought after BLM permission is granted.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

When the subdivision was originally constructed by the developer, it was served by a single paved road. This lack of secondary access limits evacuation options available to residents, fire trucks, and ambulances should it be necessary in the event of an emergency. Construction of the proposed secondary access would resolve this problem and make for a safer community.

a. Initial construction costs, including labor, equipment, and materials, is estimated to be \$75,000 to \$100,000. This expense includes an anticipated paved apron where the access road intersects with State Route 167. Annual maintenance costs are anticipated to be minimal.

b. Not applicable.

c. The expected benefit is public safety provided by creating a secondary evacuation route from the subdivision and, similarly, access to the community for emergency response vehicles should the primary access road be blocked.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

This project will have no measurable immediate or long-term impacts on the social and economic aspects of the community.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

No negative environmental impacts are expected to result from the proposed project due to the small area of impact, the previous disturbance, and restricted access.

a. Construction of the proposed road will result in a compacted surface, which will not degrade air quality.

b. The road will be surrounded by sagebrush and visual impact will be insignificant. See photos in attached report.

c. The proposed road will allow storm water to drain in place or shed to the perimeter of the road. No ground water impacts are expected.

d. The proposed project will not impact any stream or body of water. The nearest water body, Mill Creek, is located nearly a quarter mile south of the project area.

(continued on next page...)

- e. Except for the brief construction period, noise levels will not be affected by the proposed project. In fact, noise levels may be reduced since access to the existing road will be restricted by installation of a locking gate at each end of the road.
- f. Sagebrush and similar native vegetation may be cut back and/or removed where it encroaches into the footprint of the proposed road. Please see attached photographs. Existing grading and soil conditions will not be affected by the project, with the exception of the subsurface directly below the proposed road, which will be recompacted to provide a competent base.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

The proposed project will have no impacts on fish, plant life, wildlife, or marine mammals.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

No hazardous material will be used, produced, transported on, or used in the construction, operation, or maintenance of the proposed project.

20. Name all the departments and/or agencies where this application is being filed.

None.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant



Date 06.04.10

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(directions on reverse...)

**GENERAL INFORMATION**  
**ALASKA NATIONAL INTEREST LANDS**

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture  
Regional Forester, Forest Service (USFS)  
Federal Office Building,  
P.O. Box 21628  
Juneau, Alaska 99802-1628  
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior  
Bureau of Indian Affairs (BIA)  
Juneau Area Office  
Federal Building Annex  
9109 Mendenhall Mall Road, Suite 5  
Juneau, Alaska 99802  
Telephone: (907) 586-7177

Department of the Interior  
Bureau of Land Management  
222 West 7th Avenue  
P.O. Box 13  
Anchorage, Alaska 99513-7599  
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)  
Alaska Regional Office  
2525 Gambell Street, Room 107  
Anchorage, Alaska 99503-2892  
Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS)  
Office of the Regional Director  
1011 East Tudor Road  
Anchorage, Alaska 99503  
Telephone: (907) 786-3440

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, AK 99513.

Department of Transportation  
Federal Aviation Administration  
Alaska Region AAL-4, 222 West 7th Ave., Box 14  
Anchorage, Alaska 99513-7587  
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

**OTHER THAN ALASKA NATIONAL INTEREST LANDS**

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

**SPECIFIC INSTRUCTIONS**  
*(Items not listed are self-explanatory)*

*Item*

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 - The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, the application may be rejected.

**DATA COLLECTION STATEMENT**

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certification for the use of Federal lands. The Federal agencies use this information to evaluate the applicant's proposal. The public is obligated to submit this form if they wish to obtain permission to use Federal lands.

**BOARD OF SUPERVISORS  
COUNTY OF MONO  
P.O. BOX 715, BRIDGEPORT, CA 93517  
(760) 932-5534/5538 Fax (760) 932-5531**

***Lynda Roberts  
Clerk of the Board***

**MEETING of  
April 6, 2010**

***Linda Romero  
Assistant Clerk of the Board***

**MINUTE ORDER  
M10-68  
Agenda Item: 14a**

**TO:                   Public Works**

**SUBJECT:           Mono City Emergency Access Road**

**ACTION:** Authorize the Public Works Director to prepare and submit an application and related documents for BLM permission to construct an emergency access road on federal lands.

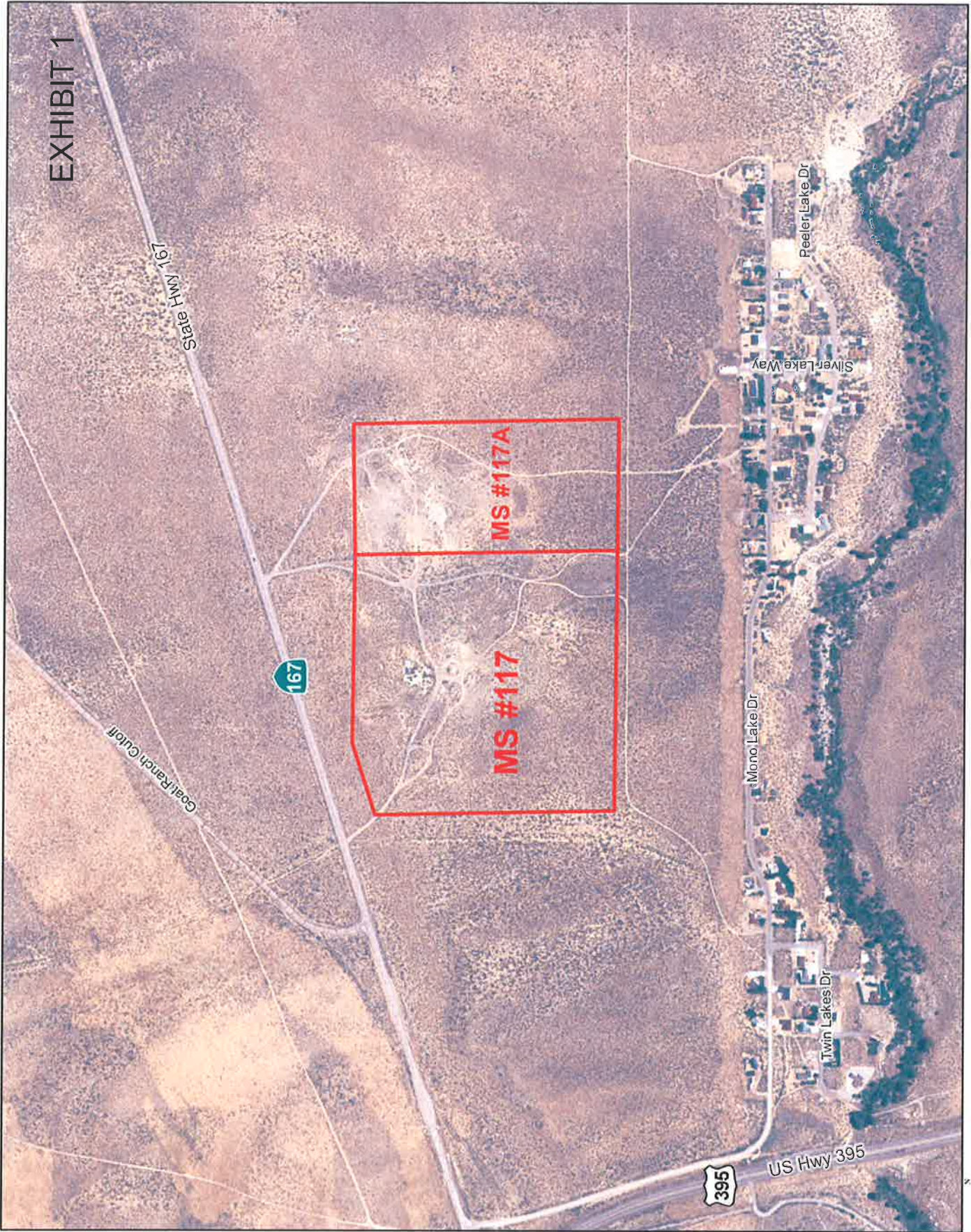
**Peters/Bauer 5-0**

Copies sent to:  
CAO  
County Counsel  
Other:





EXHIBIT 1



State Hwy 167

167

Goal Ranch Ct

MS #117A

MS #117

Mono Lake Dr

Twin Lakes Dr

Silver Lake Way

Peeler Lake Dr

395

US Hwy 395

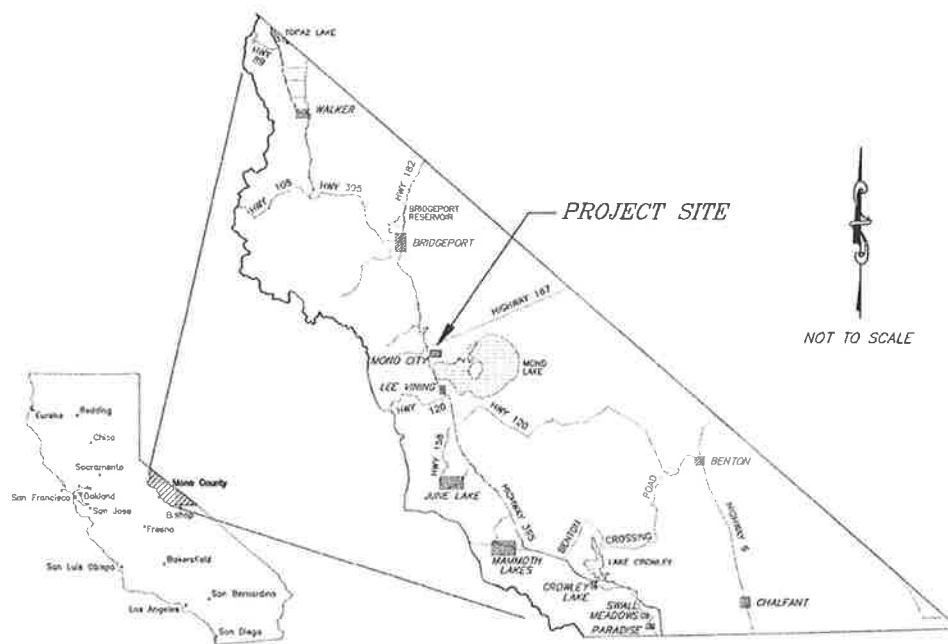






### **NEED AND PURPOSE**

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



**FIGURE 1 – VICINITY MAP**

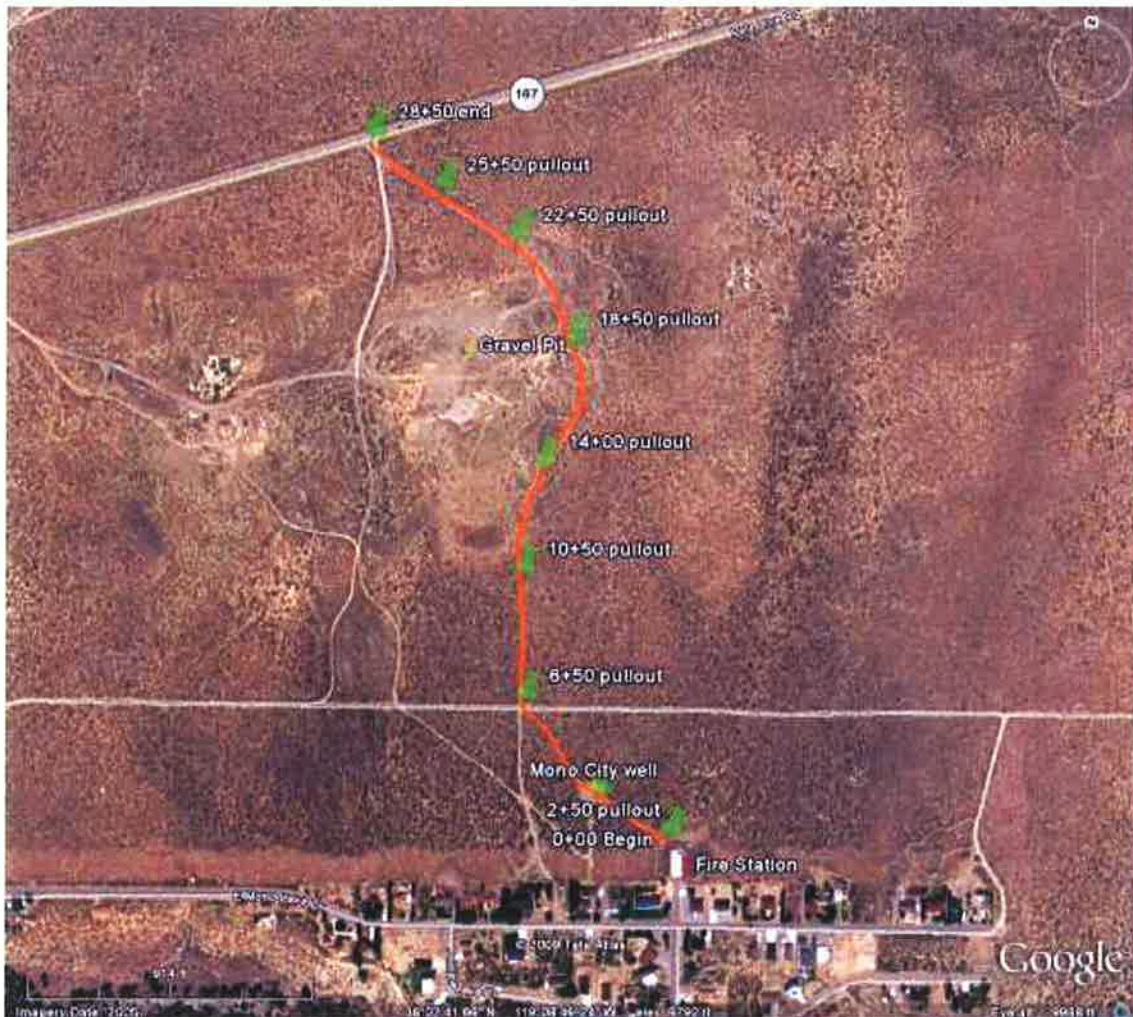
### **EMERGENCY ACCESS REQUIREMENTS**

The emergency access road must be a minimum of 12' wide for one-way access with turnouts spaced every 400 feet. Turnouts must comply with the criteria listed in Chapter 22, Land Use Element of the Mono County General Plan: minimum of 10 feet wide and 30 feet long with a minimum 25-foot taper on each end. The road can be graded native soil, but must be able to support a 40,000 pound load. The road shall not exceed a grade of 16%. The road shall have gates

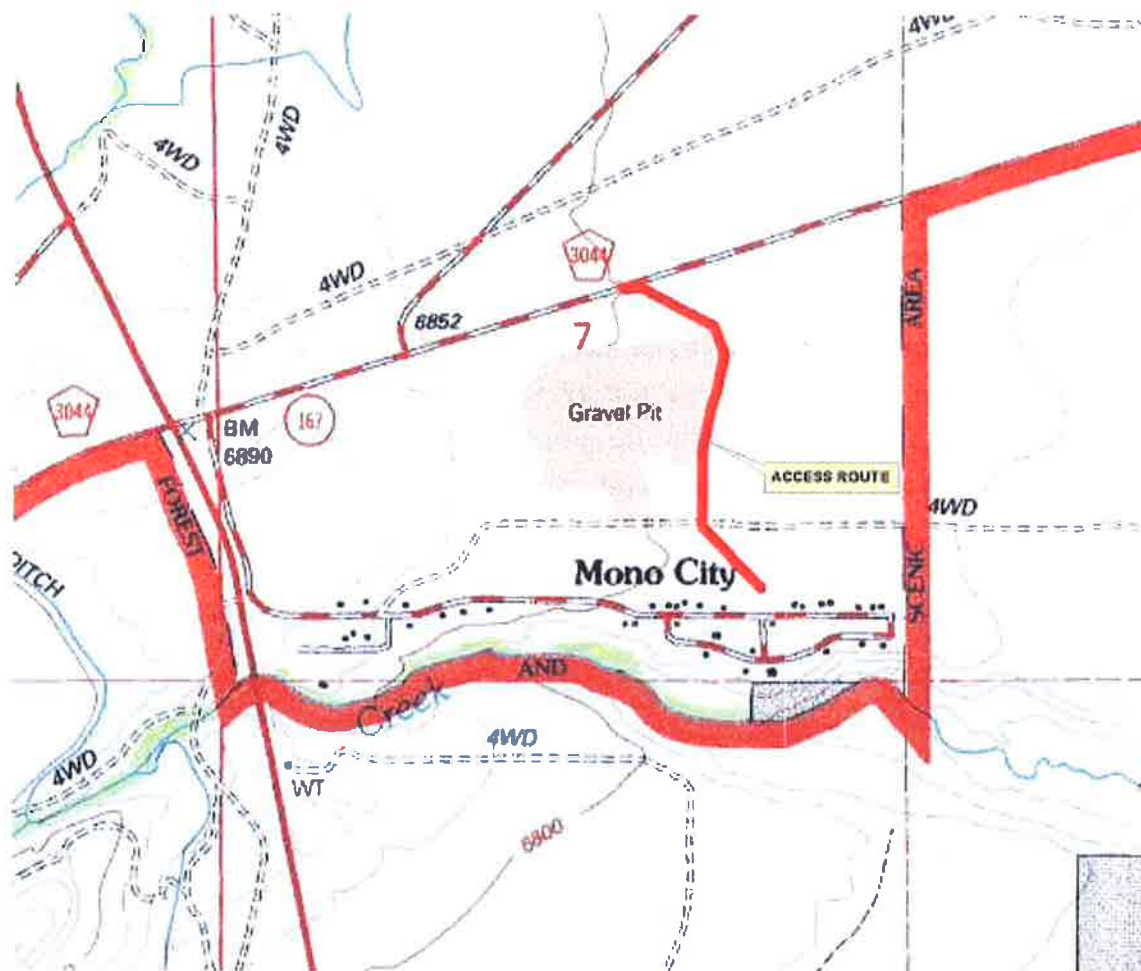
at each end with Fire Department locks. In general, the route and the location of turnouts shall be chosen to use existing roads and to minimize disturbance to BLM land, but also to provide the most direct route possible.

### **ROUTE DESCRIPTION**

Figure 2 shows the route traced over a Google Earth image with approximate stationing in feet. Figure 3 shows the route on the USGS topo quad of the area.



**FIGURE 2 – ROUTE OVERVIEW**



**FIGURE 3 – ROUTE OVERVIEW**

As depicted in Figure 2, the access road will begin at the north side of the Fire Station and follow an existing 9-foot wide dirt road for about 250 feet. At this point, the road will need to go around the Mono City well (see Figure 4). Concrete-filled steel bollards should be placed around the well head and the monitoring station to prevent accidental damage. There is an existing dirt road around both sides of the well, one of which can serve as a turnout.

From the well, the route follows a foot trail which heads on a northwest diagonal for about 400 feet to the intersection of two dirt roads. This portion of the route is the only place in which a new road will need to be cut through the native vegetation. The reason for clearing 400 feet of new road instead of using the existing dirt roads is to provide a clear and direct route. To use existing



dirt roads at this location requires reversing direction and having to make more road choices at several forks. The direct route will eliminate confusion during an evacuation. In addition, it is anticipated that some of the other unused redundant roads in this area will be blocked off with cooperation from BLM.

At about STA 6+50, the route will connect to a four-way intersection which can function as a turnout and/or turnaround (see Figures 5 and 6).

The route then heads north along an existing 9-foot wide dirt road which curves around an abandoned gravel pit to the west. Additional pullouts can be graded at 400 foot intervals using locations of road intersections to minimize the amount of ground cover required to be cleared. Approximate locations of pullouts are indicated on Figure 2.

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



**FIGURE 4 – MONO CITY WELL – STA 2+50**



**FIGURE 5 – LOOKING TO THE SOUTHEAST AT THE FIRE STATION FROM STA 6+50**



**FIGURE 6 – LOOKING TO THE NORTH FROM STA 6+50**







United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Bishop Field Office  
351 Pacu Lane Suite 100  
Bishop, California 93514  
[www.blm.gov/ca/bishop](http://www.blm.gov/ca/bishop)



August 9, 2013



CACA 052688  
CA170.10  
2800-P

Jeff Walters  
Mono County Public Works Director  
P.O. Box 457  
Bridgeport, CA 93517

Dear Mr. Walters:

Enclosed is a right-of-way (ROW) grant offer for the county's Mono City Secondary Ingress/Egress gravel road, serial number CACA 052688. Please review the offer, sign and date all three original documents, and return to this office. Upon receipt of the signed offer, the Bureau of Land Management (BLM) will be able to issue the ROW grant.

This ROW grant, and the authority to use the lands described in the document, becomes effective on the date it is signed by an authorized officer of BLM. A copy of the ROW grant will be returned to you when signed by the authorized officer.

If you have any questions, please contact Larry Primosch at this office 760 872 5031, [lprimosc@blm.gov](mailto:lprimosc@blm.gov) or myself 760 872 5011, [snelson@blm.gov](mailto:snelson@blm.gov).

Sincerely,

Steve Nelson  
Bishop Field Manager

Enc: Road ROW Grant CACA 052688 (3 copies)



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT**

Issuing Office  
**BISHOP FIELD OFFICE**

Serial Number  
**CACA 052688**

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a.  Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b.  Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c.  Other (describe) \_\_\_\_\_

2. Nature of Interest:

- a. By this instrument, the holder COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS, CALIFORNIA receives a right to construct, operate, maintain, and terminate a MONO CITY SECONDARY INGRESS/EGRESS GRAVEL ROAD on public lands (or Federal land for MLA Rights-of-Way) described as follows:

**MOUNT DIABLO BASE and MERIDIAN, CALIFORNIA,**

**T. 2 N., R. 26 E., SECTION 7,**

**S1/2 of the SW1/4 of the NE1/4,**

**E1/2 of the NW1/4 of the SE1/4,**

**NE1/4 of the SW1/4 of the SE1/4.**

**WITH SEVEN (7) TURNOUTS MEASURING 10 FEET WIDE, 30 FEET LONG,  
WITH 25 FEET LONG TAPER AT BOTH ENDS, AND TWO GATES.**

- b. The right-of-way or permit area granted herein is 12 feet wide, 2,557 feet long and contains 0.79 acres, more or less. If a site type facility, the facility contains \_\_\_\_\_ acres.
- c. This instrument shall terminate on DECEMBER 31, 2043, 30+5 MN. years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument  may  may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices,

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, B, C, and D, dated 08/05/2013, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

\_\_\_\_\_  
(Signature of Holder)

\_\_\_\_\_  
(Signature of Authorized Officer)

JEFF WALTERS, MONO CO. PUBLIC WORKS DIR.  
(Title)

STEVE NELSON, BISHOP FIELD MANAGER  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Effective Date of Grant)

## **EXHIBIT A**

### **Right-of Way Stipulations**

**CACA 052688**

**AUGUST 5, 2013**

1. BLM retains a continuing right of access to enter the public land covered by the grant.

2. BLM retains a continuing right to enter physically any part of a facility constructed on a right-of-way for inspection, monitoring, or any other purpose consistent with the needs or obligations of the United States. This right is subject to giving the holder reasonable notice.

3. BLM may require the holder to share the right-of-way with other compatible right-of-way use or other compatible multiple uses. Compatibility is determined by the authorized officer after consultation with the holder.

4. BLM retains the right to authorize third parties to use the public lands within the right-of-way. Such use shall be compatible with the holder's use.

5. All rights granted are subject to valid existing rights.

6. A right-of-way grant or permit does not give or authorize the holder to take from the public lands any mineral or vegetative material, including timber, without securing authorization under 30 USC 601. Common varieties of stone and soil necessarily removed during construction, however, may be used elsewhere along the same right-of-way or permit area.

7. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation. Any decision, as to proper mitigation measures, will be made by the authorized officer after consulting with the holder.

8. The holder(s) shall comply with all applicable Federal, State, and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any Hazardous Material, as defined in this paragraph, that will be used, produced, transported or stored on or within the R/W or any of the R/W facilities, or used in the construction, operation, maintenance or termination of the R/W or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the



**Exhibit A Stipulations  
ROW CACA 052688  
AUGUST 5, 2013**

CERCLA of 1980, as amended, 42 U.S.C. 9601, and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the RCRA of 1976, as amended, 42 U.S.C. 6901 and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.





## EXHIBIT B

### RIGHT-OF-WAY MITIGATIONS

CACA 052688

AUGUST 5, 2013

#### Mitigation Measures:

1. Close and rehab 0.44 acres of dirt roads and selected disturbed areas in the immediate local area (refer to Exhibit C, Mono City Local Area Mitigation Rehab Areas, August 5, 2013). The identified road segments and disturbed areas shall be rehabbed by ripping three (3) to six (6) inches deep and shall be seeded with native species, chosen in consultation with the BLM. The road segments shall be closed at each end with 3-4 foot diameter boulders. All rehab shall be completed by Mono County under BLM guidance, and the county will be responsible for all expenses. Rehabbed roads and areas shall be signed as closed. BLM will provide the signs and coordinate the sign locations with the county (see Map 4, Potential Rehab Areas).
2. No road construction or maintenance activities are allowed between May 1 and June 30. Project activities, including future road maintenance and snow plowing, are authorized to occur from July 1 to April 30 with the following stipulations:
  - a. From July 1 to August 15, a nest survey shall be conducted within 50 feet of any planned vegetation disturbance by a qualified biologist provided by the county prior to any vegetation disturbance during the migratory bird breeding season. If nests are located, or if other evidence of nesting is observed, a protective buffer will be delineated in coordination with the BLM and the area shall be avoided to prevent the destruction or disturbance of nests until they are no longer active. The start and end dates of this seasonal restriction may be altered in coordination with the BLM based on site-specific information such as elevation and winter weather patterns, which could affect breeding chronology and the presence of the species.
  - b. From October 15 to December 15, work may occur if in consultation with the CDFW, the BLM determines that project activities are not likely to have an adverse effect on migrating or holding mule deer.
  - c. From November 15 to April 30, snow plowing may occur if in consultation with the CDFW, the BLM determines plowing activities are not likely to have an adverse effect on wintering sage-grouse.



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

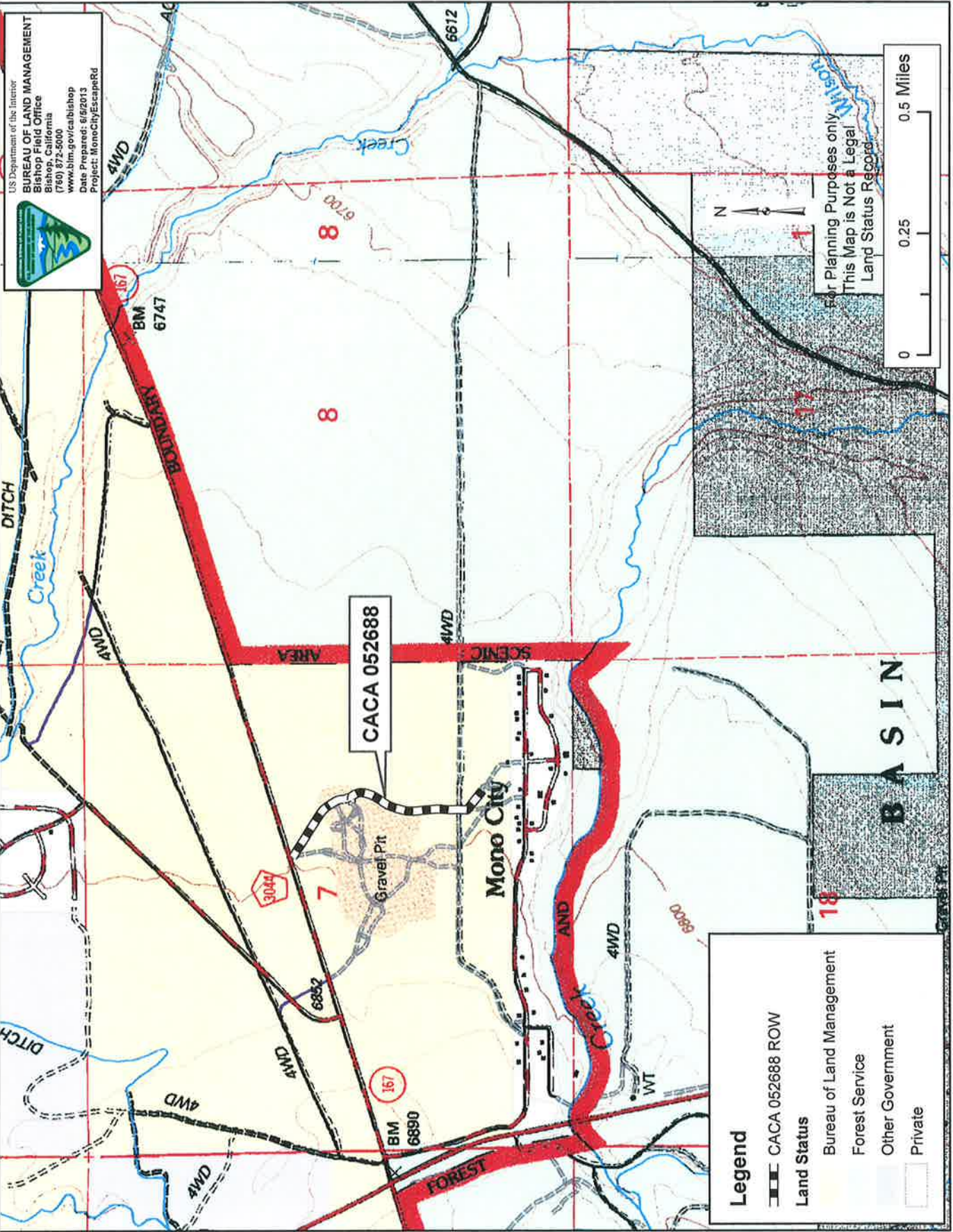


**EXHIBIT C**

**Mono City Local Area  
Mitigation Rehab Areas  
August 5, 2013**

<u>Location</u>	<u>Length x Width</u>	<u>Square Ft.</u>	<u>Acres</u>
Pit Road Diagonal Ext. #1	769' x 8.5'	6,537 sq. ft.	0.15
Pit Road North/South Ext. #2	592' x 9'	5,328 sq. ft.	0.12
Disturbed Area North Side #4	Varying	<u>7,600 sq. ft.</u>	<u>0.17</u>
	Total	19,465 sq. ft.	0.44 Ac.





US Department of the Interior  
**BUREAU OF LAND MANAGEMENT**  
 Bishop Field Office  
 Bishop, California  
 (760) 872-5000  
 www.blm.gov/california  
 Date Prepared: 8/6/2013  
 Project: MonoCityEscapeRd

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

R26E

R26E

T2N

T2N





## ENVIRONMENTAL ASSESSMENT

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

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

**Lease/Serial/Case File No.:** CACA 052688

**Proposed Action Title/Type:** Mono City Secondary Ingress/Egress Road ROW

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

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

### **Background:**

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

Due to fire proximity, access to and from the Mono City subdivision (179 lots, about 100 developed) was blocked by emergency response equipment due to concern of fire movement into the area. Residents used various dirt roads to exit the subdivision. After the fire, fire-fighting personnel and Mono City residents raised concerns that a similar event would prohibit evacuation, there was an inability of emergency vehicles to quickly turn-around within the subdivision, and local fire-fighting personnel/equipment and emergency personnel/vehicles may be deterred from entering the subdivision due to the lack of a secondary access road. Fire chiefs from surrounding communities have taken a position that responding to a mutual aid call to fight a fire in Mono City would put their crews at risk since there is only one improved route into and out of the community.

As a result of the fire and the lack of secondary ingress/egress, the matter was brought to the attention of the BLM, USFS, and Mono County. In response, the USFS permitted

construction of a hard surface connector road at the end of the Mono City subdivision (connecting East Mono Lake Drive and Peeler Lake Drive) to aid in the turning around of emergency vehicles. In 2004, the BLM and USFS established a fuel break to provide some defensive space around the community.

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

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

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

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

As a result of the Mono County road application, the public scoping meeting, and Caltran's need to close and complete the material pit rehab, the BLM and Mono County requested that the pit rehab plan be amended so that the eastern most road would not be rehabbed as part of the pit closure. This was done so that the road could be considered as a viable alternative for environmental review. Mono County committed to full rehab of the road should this alternative not be selected. Caltrans completed the pit rehab in July 2012. As part of that effort, the eastern most pit road was closed but not rehabbed. This road is considered to be the Fire Station alternative.

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

## **Purpose and Need:**

### *Current Situation and Mono County Proposal*

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

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

In response, the Mono County Public Works Department contracted with Triad/Holmes Engineering for a proposed access road technical report and subsequently filed a road ROW application with the BLM on June 4, 2010 for an existing dirt road located on the east side of the Caltrans mineral material pit (Poleline Pit) as a proposed secondary ingress/egress road for the Mono City subdivision. As proposed, this road would run from the Mono City Fire station to Highway 167 and is the most direct access from the community through public lands to the highway. Road improvement costs are important to the county and proposed road improvement costs are estimated at \$75,000-\$100,000.

### *Purpose and Need for the Proposed Action*

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

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

### Decision to be Made

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

### **Public Contact, Comments and Scoping:**

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

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

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

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

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

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

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

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

On May 10, 2011, the BLM conducted a public scoping meeting in order to provide information, answer questions, and obtain comments, concerns and identify issues related to the Mono County road ROW application for a proposed secondary ingress/egress access road for Mono City. A "Notice of Public Scoping Meeting for Mono City Emergency Road" was published in the Mammoth Times on April 29, May 6, and May 13, 2011, and was published in the Inyo Register on April 28 and April 30, 2011. The Notice was also sent to all Mono City private property owners of record. There were 25 people at the meeting, including agency personnel. Appendix A includes a summary of the issues raised at that meeting.

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

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

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

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

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

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

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

location of the secondary road could be determined in relation with that plan. The letters also cited some of the same concerns or comments that were also presented at the May 10, 2011 public scoping meeting.

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

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

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

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

#### **Plan Conformance:**

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

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

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

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

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

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

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

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

Without mitigation, the proposed action and alternatives, except for the "No Action" alternative, would result in minor adverse impacts to sensitive wildlife species habitat, specifically habitat for the Bi-State distinct population segment (DPS) of the greater sage-grouse. This would not conform to the RMP decision that requires "Yearlong Protection" of endangered, threatened, candidate and sensitive plant and animal habitats. Additionally, without mitigation, the action alternatives would likely not conform



to the RMP decision that requires "Seasonal Protection" within 2 miles of active sage grouse leks from 5/1 to 6/30. Finally, without mitigation, the proposed action and action alternatives would not be consistent with RMP guidance specific to the maintenance and improvement of sage-grouse and mule deer habitat. Please refer to the vegetation and wildlife affected environment and environmental impacts sections concerning these issues.

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

**A. Proposed Action and Alternatives**

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

**SUMMARY OF ALTERNATIVES**

<b><u>Alternative</u></b>	<b><u>Length (Feet)</u></b>	<b><u>Number Turnout</u></b>	<b><u>Gates</u></b>	<b><u>Vegetation Loss (Acre)</u></b>	<b><u>Potential* Mitigation (AC)</u></b>
<b>Fire Station</b>	<b>2,557</b>	<b>7</b>	<b>2</b>	<b>0.32</b>	<b>0.32</b>
<b>East Side</b>	<b>3,242</b>	<b>8</b>	<b>2</b>	<b>0.85</b>	<b>1.35</b>
<b>Blue Lake</b>	<b>3,918</b>	<b>10</b>	<b>2</b>	<b>0.82</b>	<b>1.32</b>
<b>Cemetery</b>	<b>7,107</b>	<b>18</b>	<b>0</b>	<b>0.79</b>	<b>1.29</b>
<b>Goat Ranch</b>	<b>3,654</b>	<b>9</b>	<b>2</b>	<b>0.98</b>	<b>1.48</b>
<b>No Action</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>

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

Under all alternatives, the secondary access road would be 12 feet wide, with turnouts every 400 feet, with a hard-packed or graveled surface and locking wooden "crash" gates (except for the Cemetery alternative). The road would be county maintained and snow-plowed.

\*For all alternatives, except for the Fire Station and No Action, total vegetation loss would be increased by 0.5 acres due to eastern most pit road not being currently

rehabbed. Total mitigation for replacing vegetation loss for each alternative would then be: Column 5 Veg Loss + 0.5 Acres = Maximum Potential Mitigation Acres.

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

#### **A.1. Fire Station Alternative - Proposed Action:**

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

The existing material pit dirt road would be improved to 12 feet wide and would be about 2,170 feet long. In addition, the road would require new road construction from the pit road intersection with the parallel road to the well located at the fire station. This new road segment would be 12 feet wide and 387 feet long. The overall length of this proposed secondary access route would be 2,557 feet (0.48 miles).

Seven turnouts would be constructed every 400 linear feet, with a width of 10 feet, length of 30 feet, and a 25 foot long taper at each end. The surface area of the proposed road would be about 30,684 ft<sup>2</sup> and the seven turnouts would comprise about 3,850 ft<sup>2</sup>. The total project disturbance area would be about 34,534 ft<sup>2</sup> (0.79 acres). Vegetation loss from construction would be 0.32 acres.

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

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

Two locking wood gates would be installed, one at the Highway 167 entrance and one where the road intersects the parallel road. The gates would replace the existing boulders currently blocking road use as the result of rehabilitation of the material pit. These gates would be crash-able, meaning, that during emergency use the gates could be driven through by a car if the gates could not be unlocked in time.

Construction activities would take place once authorization is received and funding is approved by Mono County. Construction would take about 2 weeks. Water would be used for dust control during construction activities. Mono County would apply for a road

encroachment permit from CalTrans for Highway 167 which may require an asphalt paved apron.

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

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

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

## **A.2. East Side Alternative:**

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

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

Eight turnouts would be constructed every 400 linear feet, with a width of 10 feet, length of 30 feet, and a 25 foot long taper at each end. The surface area of the proposed road would be about 38,904 ft<sup>2</sup> and the eight turnouts would comprise about 4,400 ft<sup>2</sup>. The

total project disturbance area would be about 37,076 ft<sup>2</sup> (0.85 acres). Vegetation loss from construction would be 0.85 acres.

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

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

Two locking wood gates would be installed, one at the Highway 167 entrance and one where the road would intersect the parallel road. These gates would be crash-able, meaning, that during emergency use the gates could be driven through by a car if the gates could not be unlocked in time.

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

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

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

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

### **A.3. No Action Alternative:**

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

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

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

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

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

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

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

The Blue Lake alternative would be about 3,918 feet (0.74 miles) in length, have ten turnouts, and two gates. The total project disturbance area and vegetation loss from construction would be 0.82 acres. In addition, the eastern most pit road (0.5 acres) would have to be rehabbed. There would be no staging area associated with this alternative.

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

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

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

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

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

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

The ***Goat Ranch Alternative*** was suggested by Caltrans (Letter dated May 6, 2011) due to their desire to have the secondary route enter Highway 167 at an established intersection where the Goat Ranch Road meets Highway 167 on the north side of the highway.

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

The Goat Ranch alternative would be about 3,654 feet (0.69 miles) in length, have 9 turnouts, and two gates. The total project disturbance area and vegetation loss from

construction would be 0.98 acres. In addition, the eastern most pit road (0.5 acres) would have to be rehabbed. There would be a staging area associated with this alternative by using the fire station.

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

## **B. Affected Environment and Environmental Impacts**

### **B.1. Fire Station Alternative - Proposed Action:**

#### ***Required Resource Analysis***

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

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

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

#### ***Wilderness Characteristics***

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

The inventoried area was impacted by power distribution lines and telephone lines with associated maintenance roads, two old material sites which are active, an existing material pit that has recently been rehabilitated, livestock drift fences and associated maintenance road, county maintained dirt roads, two highways, and established roads that reduced the contiguous road-less area into less than 5,000 acres. The area was reviewed in 2011 and 2012 and all of the various man-made intrusions are still there

and continue to impact the area. The area does not have wilderness characteristics at this time.

### ***Air Quality***

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

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

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

### ***Cultural Resources***

A Class III cultural resource inventory of the area of potential effect (APE) for the proposed project including three alternatives was completed in May 13, 2011 by the Bishop Field Office Archaeologist. No cultural resources were located within the APE or 5 meter buffer for the proposed project. There will be no impact to cultural resources as a result of the proposed action. The results of this evaluation are detailed in Cultural Resource Inventory Report: CA170-09-28. If previously unidentified cultural resources are encountered during project implementation, all project activity shall cease and the Field Manager and Archaeologist will be contacted (see Cultural Mitigation B.1.M. 11).

### ***Visual Resources***

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

The Key Observation point for the proposed action would be along Highway 167. The highway is traveled by the public moving between Hawthorne, NV and Highway 395



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

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

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

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

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

### ***Vegetation/Threatened and Endangered/Special Status Plants***

#### ***Vegetation, General***

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

openness between shrubs. Indian ricegrass (*Stipa hymenoides*) is common and abundant in many areas. Several species of forbs also occur throughout the understory. The vegetation type is common to the area.

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

The widening of the existing road (from approximately 9' to 12'), the creation of turnouts and the construction of 387 feet of new road, would result in approximately 0.32 acres of new vegetation disturbance, therefore, the proposed action would result in a permanent (reasonable foreseeable future) vegetation/habitat loss of 0.32 acres. Due to road construction and maintenance, vegetation would not regrow in this area.

The proposed action would cause direct impacts to the vegetation due to removal of native vegetation and permanent loss of habitat, indirect impacts may occur due to a slight increase in potential for spread of invasive plants (see Invasive Plants section below). Overall, the proposed action would: a.) Result in the permanent loss of 0.32 acre of vegetation; b.) Result in an approximately 1/3 of an acre of new vegetation disturbance; and c.) Primarily impact vegetation that is common and abundant in the area and elsewhere in the Great Basin.

### *Special Status Plant Species*

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

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

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

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

### ***Invasive, Non-native Plants***

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

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

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

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

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

## **Wildlife/Threatened and Endangered/Sensitive Species and Habitat**

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

### **Wildlife General**

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

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

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

The proposed action area is important habitat for the Mono Lake mule deer herd, particularly in spring and fall as they migrate to and from the Sierra. Evidence of deer use was found throughout the proposed action area. Additionally, bitterbrush, a primary forage plant for deer, is abundant in and around the proposed road. Project activities, particularly heavy equipment use, during the spring and fall would result in adverse disturbance impacts to deer. Increased dispersal or avoidance of an area of use could result in increased metabolic costs, which could in turn lead to decreased reproductive success and survival. Project activities would also result in less than an acre of habitat loss. Additionally, as no mitigations to limit the spread of invasives are in place, habitat could be lost as a result of impacts from invasive plant species. Because most of the proposed road is already in existence, and little new vegetation removal is proposed, use of the existing road with the additional turnouts would have minimal adverse impacts on deer habitat. However, despite the minimal impacts, an unmitigated loss of 0.32 acres of habitat would not be consistent with Bishop RMP direction for the Granite Mountain Management area to maintain and enhance habitat for mule deer.

### *Threatened, Endangered, Candidate and Sensitive Species*

There are no federally listed threatened or endangered species or designated critical habitat in the project area. Pygmy rabbit and the Bi-State distinct population segment (DPS) of greater sage-grouse are both BLM sensitive wildlife species and the greater sage-grouse is a federal candidate species.

#### *Pygmy rabbit*

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

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

#### *Greater Sage-Grouse*

The sage-grouse found in the project area are part of a distinct population segment (DPS) of the greater sage-grouse, called the Bi-State population. This DPS was given a higher priority for listing than greater sage-grouse range wide primarily due to the relatively small and isolated nature of this population and the magnitude and immediacy of habitat based threats facing the DPS (USDI 2010). The Bi-State DPS has been further broken down into Population Management Units (PMU) and the project area is in the Bodie PMU. Preliminary Priority Habitat (PPH) was mapped within the boundaries of the PMU to delineate important habitat for grouse. Approximately 244,794 acres of PPH was delineated within the Bodie PMU. All of the proposed roads fall inside PPH boundaries.

The density and distribution of the sagebrush and bitterbrush in the project area is characteristic of winter and nesting habitat for grouse throughout the Bodie PMU. Suitable canopy cover of sagebrush for sage-grouse varies throughout their range and across seasons, with shrub cover generally ranging from 12-45% (Connelly et. al 2000, Kolada et. al 2009) and the vegetation in the project area falls within this range. Grouse scat was observed in the vicinity of the proposed roads during surveys.

The Bodie PMU includes one of the largest breeding complexes in the Bi-State area. The Thompson Ranch lek (strutting area for males) is approximately 1 mile from the proposed roads. This lek is considered active at this time, as 2 males were observed

strutting there in 2011. Greater sage-grouse generally nest in the vicinity of leks and studies have found high percentages of nests within 3.2 km (2 miles) of occupied leks (Braun 1977). Sage-grouse population trends in the Bodie PMU, as indicated by annual lek censuses, go through periods of highs and lows, but overall remain stable (Bi-State Technical Advisory Committee 2012).

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

The proposed action would result in the loss of less than 1 acre of PPH. This represents a 0.0004% loss of PPH acres in the PMU. Additionally, unless mitigations to limit the spread of invasives are in place, additional habitat could be lost as a result of impacts from invasive plant species. Because this vegetation loss is a small proportion of the habitat available to grouse in the area, adverse impacts to grouse and their habitat are expected to be minor. However, because there would be a loss of a small amount of habitat, without mitigation this alternative would not conform to Bishop RMP direction to provide "Yearlong Protection" to sensitive species habitat. Additionally, unless timing mitigations are in place to limit disturbance to grouse from project activities during the nesting season, this alternative would not conform to Bishop RMP direction to provide "Seasonal Protection" within 2 miles of active leks during the period of 5/1 to 6/30 (nesting season). Without mitigation, use of heavy equipment, such as snow plows and construction or maintenance equipment during the winter and nesting periods could lead to grouse avoiding the area.

### ***Minerals***

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

### ***Economic Impacts***

The proposed action would result in economic impacts at the county level. Mono County would incur all costs for construction, materials, long-term maintenance, and mitigation for the proposed secondary road. The proposed action has been estimated to cost \$75,000 to \$100,000 and this estimate does not include mitigation costs which

are unknown for potential mitigation rehabilitation. The county has expressed a concern that project cost be contained.

### ***Environmental Justice***

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

### ***Hazardous Materials***

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

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

The material pit rehab removed all old asphalt from the pit including old pavement. During pit rehab a tracked vehicle traveled on the eastern road segment easily breaking up portions of the old surface. Since the pit rehab removed all old asphalt and the existing asphalt pavement shows poor mechanical structure, this old asphalt material should be removed rather than covered over by road base.

### ***Adherence to Local, State and Federal Environmental Ordinances/Laws***

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

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

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

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

### ***Discussion of Trust Status, Federal Trust Responsibilities, Tribal Sovereignty***

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

### ***Land Uses/Realty/Rights-of-Way***

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

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

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

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

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

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



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

### ***Recreation/Social***

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

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

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

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

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

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

### ***Fire Management***

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

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

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

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

The Mono County Board of Supervisors recognized that the lack of suitable secondary access to the subdivision was a potential safety issue. The Mono County Community Wildfire Protection Plan (CWPP, May 2009) authorized by the Board of Supervisors

calls for a secondary access road for Mono City. Within the plan, Mono City has a community hazard rating of moderate (rating range-low to extreme) which is near the bottom of the rating system. That plan also recommended a second means of ingress/egress for the Mono City community. In 2010, The Board of Supervisors directed the county public works department to propose a remedy to this issue (i.e. using the contracted 2009 Triad/Homes Associates Engineering report and the filing of the road ROW application).

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

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

### ***Cumulative Effects***

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

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

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

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

1. Close and rehab at least 0.32 acre of dirt roads and/or selected disturbed areas in the immediate local area (refer to Appendix C Potential Mitigation Rehab Areas). The road segments and/or disturbed areas would be rehabbed by ripping three (3) to six (6) inches deep and would be seeded with native species, chosen in consultation with the BLM. The road segments would be closed at each end with 3-4 foot diameter boulders. All rehab would be completed by

Mono County under BLM guidance, and the county would be responsible for all expenses. Rehabbed roads and areas would be signed as closed. BLM would provide the signs and coordinate the sign locations with the county (see Map 4, Potential Rehab Areas).

2. No road construction or maintenance activities would be allowed between May 1 and June 30. Project activities, including future road maintenance and snow plowing, would be authorized to occur from July 1 to April 30 with the following stipulations:
  - a. From July 1 to August 15, a nest survey would be conducted within 50 feet of any planned vegetation disturbance by a qualified biologist provided by the county prior to any vegetation disturbance during the migratory bird breeding season. If nests are located, or if other evidence of nesting is observed, a protective buffer would be delineated in coordination with the BLM and the area would be avoided to prevent the destruction or disturbance of nests until they are no longer active. The start and end dates of this seasonal restriction may be altered in coordination with the BLM based on site-specific information such as elevation and winter weather patterns, which could affect breeding chronology and the presence of the species.
  - b. From October 15 to December 15, work may occur if in consultation with the CDFW, the BLM determines that project activities are not likely to have an adverse effect on migrating or holding mule deer.
  - c. From November 15 to April 30, snow plowing may occur if in consultation with the CDFW, the BLM determines plowing activities are not likely to have an adverse effect on wintering sage-grouse.
3. Remove old asphalt road base in the eastern most material pit road prior to road improvement.
4. Gravel or road base for road improvement activities would be reviewed and approved by the BLM prior to use to insure the material is clean and free of non-native invasive plants.
5. The installed crash-able gates would have a maximum height of 36 inches and be painted flat dark olive green.
6. All equipment and vehicles utilized during road work would be washed or sprayed off prior to entering public land in order to remove any vegetation, seeds, or debris.
7. Turnouts would be placed as designed, but should attempt to utilize previously disturbed areas where practicable in order to minimize new vegetation

disturbance.

8. Routine road maintenance would be conducted so as to not cause cast off debris into adjacent vegetation.
9. The BLM would survey the completed road and five feet of the road edge for non-native invasive plants for two growing season following completion of the project. Non-native plants would be documented and the amount and coverage would be assessed qualitatively. If non-native invasive plants are present, the BLM would determine if treatment is necessary. If it the BLM determines that treatment is necessary, the BLM would work with Mono County on the required plant removal method.
10. If it is observed that there is an increase of use through the fire station and secondary road, the BLM would work with Mono County and the Mono City Fire Department to determine how to reduce this use.
11. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land would be immediately reported to the authorized officer (Bishop Field Manager). Holder would suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery would be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder would be responsible for the cost of the evaluation. Any decision, as to proper mitigation measures, would be made by the authorized officer after consulting with the holder.

### ***Residual Impacts after Mitigation***

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

### ***Mitigation Measures for Wildlife Seasonal Protections***

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

Limiting project activities to outside the nesting and wintering periods for greater sage-grouse would remove disturbance related impacts to sage-grouse. With the identified mitigation, the proposed action would conform to Bishop RMP direction to provide Seasonal Protection and Yearlong Protection for sage-grouse.

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

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

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

### *Mitigation Measures for Vegetation*

M 1: Rehabilitation of at least 0.32 acres of roads and/or previously disturbed areas would mitigate the impact of the loss of Great Basin mixed scrub vegetation due the proposed action. However, rehab of previously disturbed areas, such as a well-used road, can be a slow and sometimes difficult process. It is estimated that successful rehab would result in the establishment/re-colonization of perennial grasses and forbs within 1- 5 years following rehab. Early succession shrubs such as rabbitbrush and desert peach would likely begin to establish within 3-10 years. Sagebrush, which is desired for sage-grouse habitat may take upwards of 15-30 years to fully establish.

M 4, 5, 8: The mitigation measures would help minimize the potential for the introduction or spread of invasive non-native plants. Minimizing the introduction and spread of non-native invasive plants would help prevent adverse impacts to native vegetation as well reduce the risk of increased susceptibility to wildfire. However, treatment options for eradicating cheatgrass (or other annual grasses) are limited.

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

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

### *Mitigation Measures for Wildlife Habitat*

M 1: Rehabilitation of at least 0.32 acre or more of dirt roads and/or previously disturbed areas.

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

Protection of sage-grouse habitat Bishop RMP direction to maintain and enhance sage-grouse and mule deer habitat. No residual impacts to habitat would remain after implementation of these mitigations.

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

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

### *Mitigation Measures for Recreation/Social*

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

Cumulative impacts would not change as a result of mitigation. Although closing various dirt roads that originate from the back yards of a few Mono City residents would impact those specific residences by reducing convenient access to public land, it is not expected that the access loss would contribute to an overall loss of public access to public lands in the Mono Basin.

### **B.2. East Side Alternative:**

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

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

### ***Vegetation/Threatened and Endangered/Special Status Plants***

#### *Vegetation General*

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

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

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

### ***Special Status Plant Species***

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

### ***Invasive, Non-native Plants***

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

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

### ***Wildlife/Threatened and Endangered/Sensitive Species and Habitat***

Impacts to wildlife are similar to those in the proposed action, with an increase of approximately 0.85 acres of habitat loss. The primary difference between this alternative and the proposed action is that this area is currently undisturbed and therefore provides habitat that is of higher quality for wildlife. Habitat that is unfragmented by roads or disturbance provides better cover and forage and less exposure to human disturbance. A new disturbance, such as road building, could lead to



increased invasive species both in the disturbed area and area adjacent to the disturbance thereby decreasing wildlife habitat quality. Additionally, if this new road led to route proliferation, that would increase the loss of wildlife habitat. Similar to the proposed action, without mitigation, there are no seasonal restrictions to limit disturbance impacts to wildlife and therefore wildlife may avoid the area during project activities. Increased dispersal or avoidance of an area of use could result in increased metabolic costs, which could in turn lead to decreased reproductive success and lower survival.

### ***Economic Impacts***

The proposed action would result in economic impacts at the county level. Mono County would incur all costs for construction, materials, long-term maintenance, and mitigation for the proposed secondary road. The proposed action has been estimated to cost \$75,000 to \$100,000 and this estimate does not include mitigation costs which are unknown for potential mitigation rehabilitation. The county has expressed a concern that project cost be contained.

Although there are no cost estimates for this alternative, it would cost more than the proposed action. This alternative would construct 2,550 feet of new road versus 387 feet of new road under the proposed action. It would also require up to 1.35 acres of potential rehabilitation versus 0.32 acres for the proposed action.

### ***Land Uses/Realty/Rights-of-Way***

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

### ***Recreation/Social***

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

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

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

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

vehicles during an emergency event except for using the existing paved roads for staging.

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

### ***Cumulative Effects***

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

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

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

1. Close and rehab at least 1.35 acre of dirt roads and/or previously disturbed areas (see Appendix C Potential Rehab Areas) in the immediate local area (includes 0.5 acre of eastern pit road rehab). The road segments and disturbed areas would be rehabbed by ripping three (3) to six (6) inches deep and would be seeded with native species, chosen in consultation with the BLM. The road segments would be closed at each end with 3-4 foot diameter boulders. All rehab would be completed by Mono County under BLM guidance, and the county would be responsible for all expenses. Rehabbed roads and areas would be signed as closed. BLM would provide the signs and coordinate the sign locations with the county (see Map 4, Potential Rehab Areas).

10. This mitigation would be removed.

### ***Residual Impacts after Mitigation***

#### Vegetation including Invasive Non-Native Plants

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

#### Wildlife

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

undisturbed area.

**B. 3. No Action Alternative:**

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

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

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

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

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

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

***Vegetation/Threatened and Endangered/Special Status Plants***

*Vegetation, General*

There would be no impact to vegetation because no vegetation removal would occur.

*Special Status Plant Species*

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

***Invasive, Non-native Plants***

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

### ***Wildlife/Threatened and Endangered/Sensitive Species and Habitat***

There would be no impact to wildlife species and habitat because no project activities would occur.

### **B.3.M. Description of Proposed Mitigation Measures**

No mitigation measures are proposed for this alternative.

### ***Cumulative Effects***

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

### **Literature Cited:**

Anchor Point Group, 2009. Mono County, California Community Wildfire Protection Plan, May 2009.

Bi-State Technical Advisory Team. 2012. Bi-State Action Plan. Past, Present and Future Actions for Conservation of the Greater Sage-grouse Bi-State Distinct Population Segment.

Braun, C. E., T. Britt, and R. O. Wallestad. 1977. Guidelines for maintenance of sage grouse habitats. Wildlife Society Bulletin. 5:99-106.

Connelly, J.W., M.A. Schroeder, A. R. Sands, and C.E. Braun. 2000. Guidelines to manage sage grouse populations and their habitats. Wildlife Society Bulletin 2000, 28 (4): 967-985

Holland, Robert. 1996. Preliminary Descriptions of the Terrestrial Natural Communities of California. State of California, Department of Fish and Game.

Kolada, E. J., J. S. Sedinger and M. L. Casazza. 2009. Nest Site Selection by Greater Sage-Grouse in Mono County, California. Journal of Wildlife Management 73 (8): 1333-1340.

Mono County Department of Public Works, 2010. Application for Transportation and Utility Systems and Facilities on Federal Lands, submitted to BLM, June 4, 2010.

Mono County Department of Public Works, 2010. Memo to Mono County Board of Supervisors, Mono City Emergency Access Road, April 6, 2010.

USDI Fish and Wildlife Service. 2010. 12-Month Findings for Petitions to List the Greater Sage-Grouse (*Centrocercus urophasianus*) as Threatened or Endangered: Notice of 12-month petition findings. Federal Register 75 FR 13909. March 23 2010.

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

**Implementation Monitoring:**

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

**Persons/Agencies Consulted:**

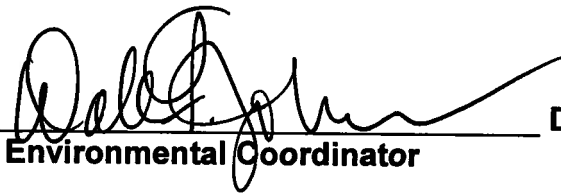
Jon Regelbrugge	USFS Inyo NF, District Ranger
Tom Hallenbeck	Caltrans, District 9 Director
Brad Mettam	Caltrans, Deputy District Director Planning
Mark Heckman	Caltrans, Environmental Branch
Rebecca Eastman	Caltrans, SMARA Coordinator
Scott Burns	Mono County, Planning Director
Jerry LeFrancois	Mono County,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

**Preparer(s):**

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

**Date:** July 29, 2013

**Reviewed By:**

  
Environmental Coordinator

**Date:**

8/2/2013

# APPENDIX A

## PUBLIC SCOPING MEETING NOTES

May 20, 2011

### ALTERNATIVES FOR MEETING DISCUSSIONS

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

### ISSUES RAISED

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

## APPENDIX B

### Mono City Fire Road - Fire Behavior Report - June 2012

#### Fire History

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

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

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

#### Fire Behavior

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

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

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

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

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

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

## APPENDIX C

### Mono City Local Area Potential Mitigation Rehab Areas

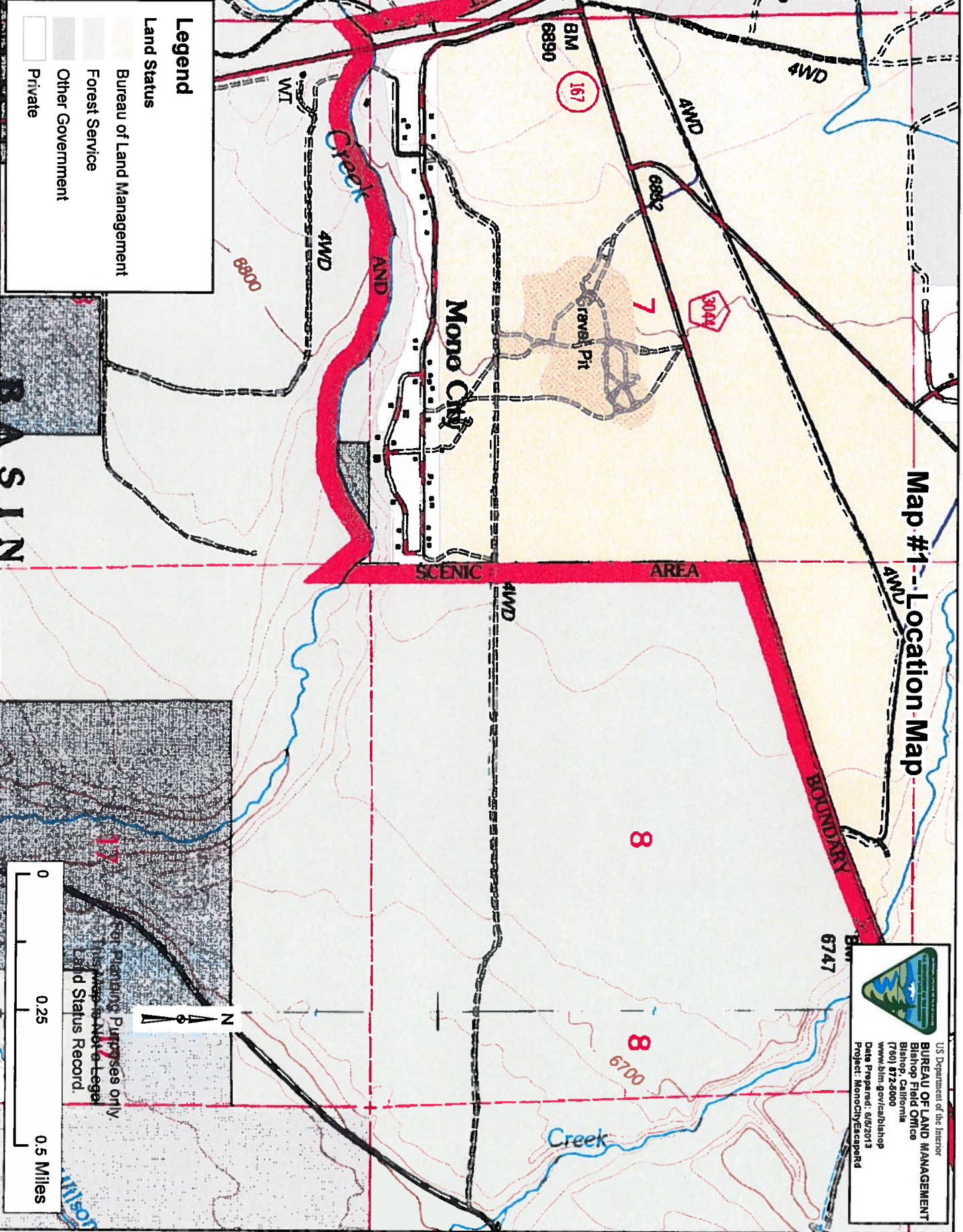
<u>Location - See Map 4</u>	<u>Length x Width</u>	<u>Square Ft.</u>	<u>Acres</u>
Pit Road Diagonal Ext. #1	769' x 8.5'	6,537 sq ft	0.15
Pit Road North/South Ext. #2	592' x 9'	5,328 sq ft	0.12
Well Road-Pipeline Corridor #3	273' x 10'	2,730 sq ft	0.06
Disturbed Area North Side #4	Varying	7,600 sq ft	0.17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



# Map #1--Location Map



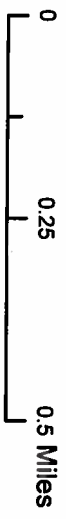
US Department of the Interior  
**BUREAU OF LAND MANAGEMENT**  
 Bishop Field Office  
 Bishop, California  
 (760) 872-5000  
 www.blm.gov/calbishop  
 Date Prepared: 6/6/2013  
 Project: MonoCity/Escajard



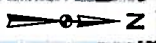
**Legend**

**Land Status**

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



For Planning Purposes only.  
 This map is not a legal  
 Land Status Record.



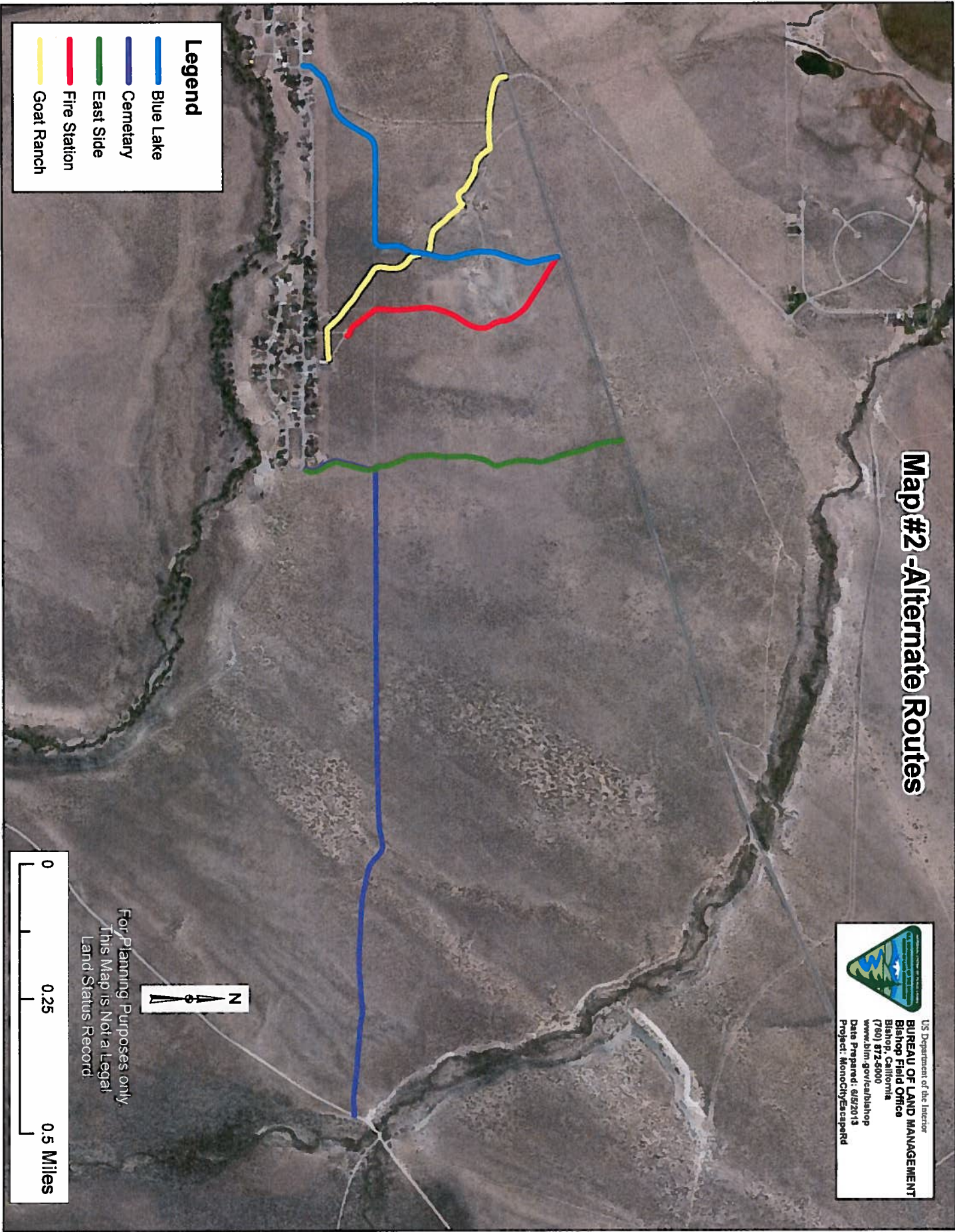


R26E

# Map #2 -Alternate Routes



US Department of the Interior  
**BUREAU OF LAND MANAGEMENT**  
 Bishop Field Office  
 Bishop, California  
 (760) 872-5000  
[www.blm.gov/calbishop](http://www.blm.gov/calbishop)  
 Date Prepared: 6/8/2015  
 Project: MonoCityEscarpment

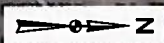


T2N

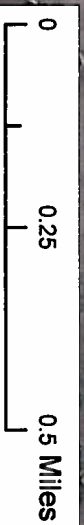
T2N

## Legend

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



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



R26E

7



# Map #3-Alternate Routes

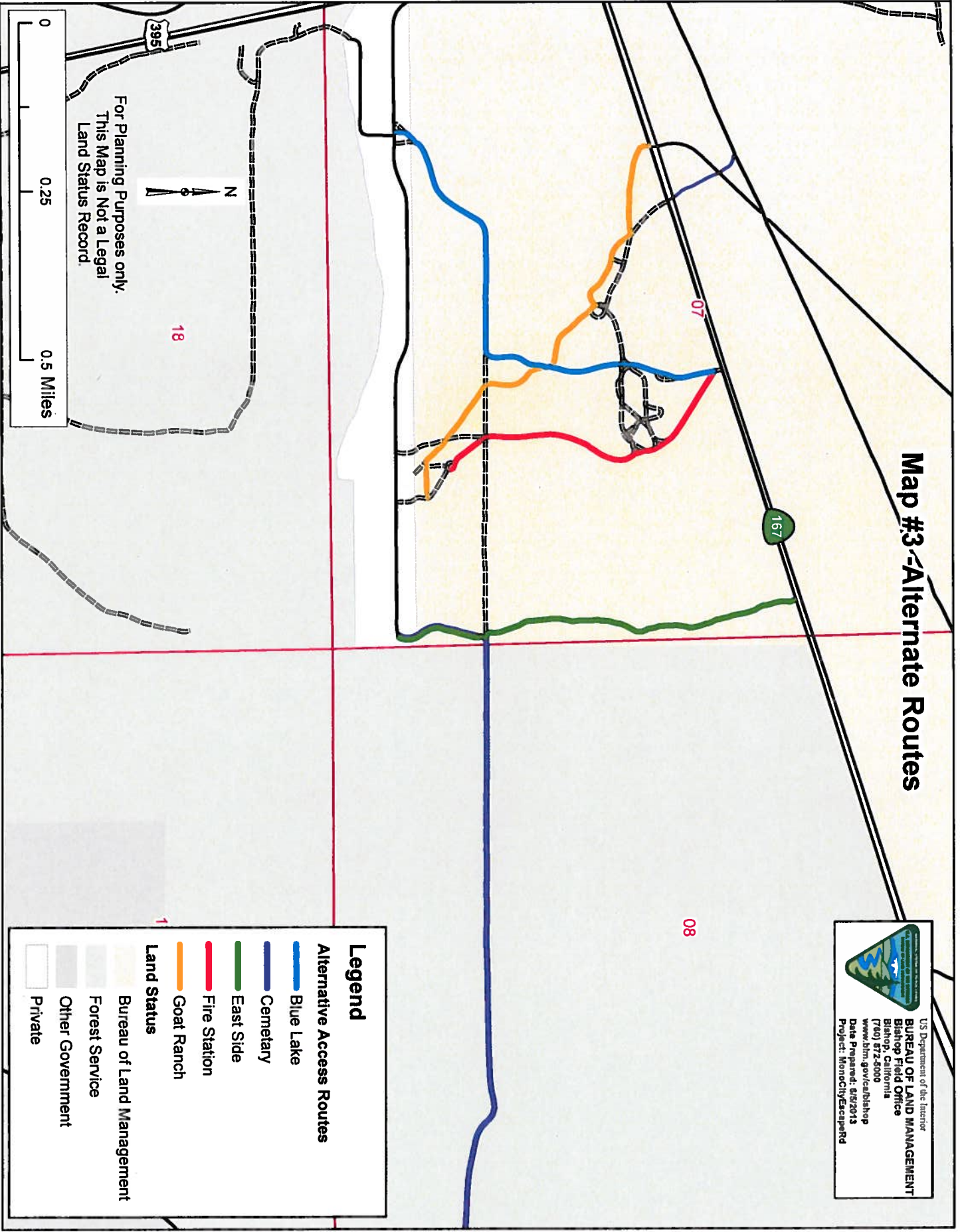


US Department of the Interior  
**BUREAU OF LAND MANAGEMENT**  
 Bishop Field Office  
 Bishop, California  
 (760) 872-6000  
 www.blm.gov/calbishop  
 Date Prepared: 6/8/2015  
 Project: MonoCityEscapeRd

08

T2N

T2N



### Legend

**Alternate Access Routes**

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

**Land Status**

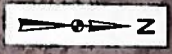
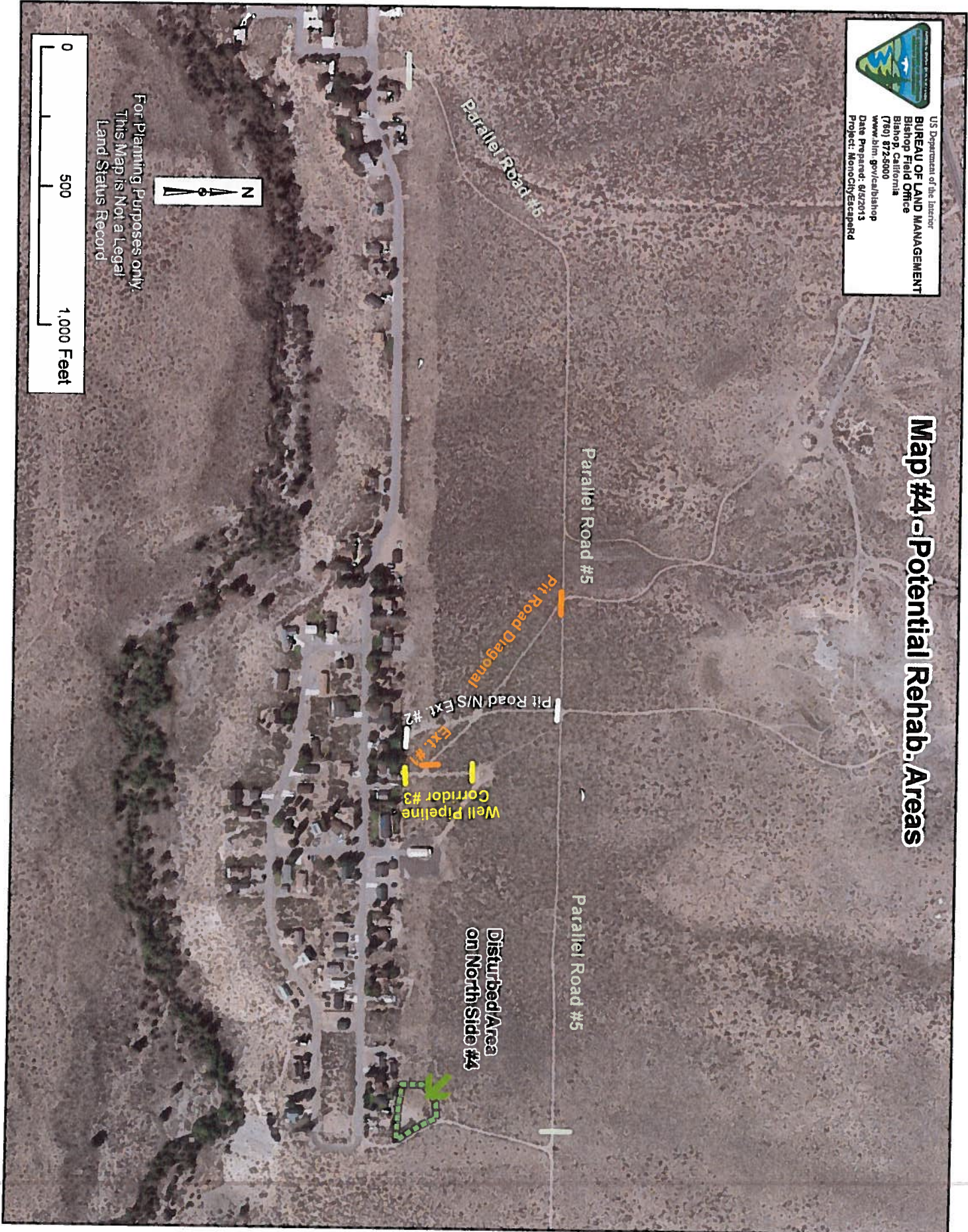
- Bureau of Land Management
- Forest Service
- Other Government
- Private



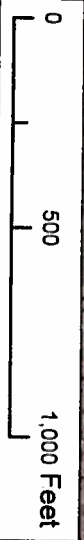


US Department of the Interior  
**BUREAU OF LAND MANAGEMENT**  
 Bishop Field Office  
 Bishop, California  
 (760) 872-5600  
 www.blm.gov/california  
 Date Prepared: 6/8/2013  
 Project: MonoCityEscarpment

# Map #4 - Potential Rehab. Areas



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

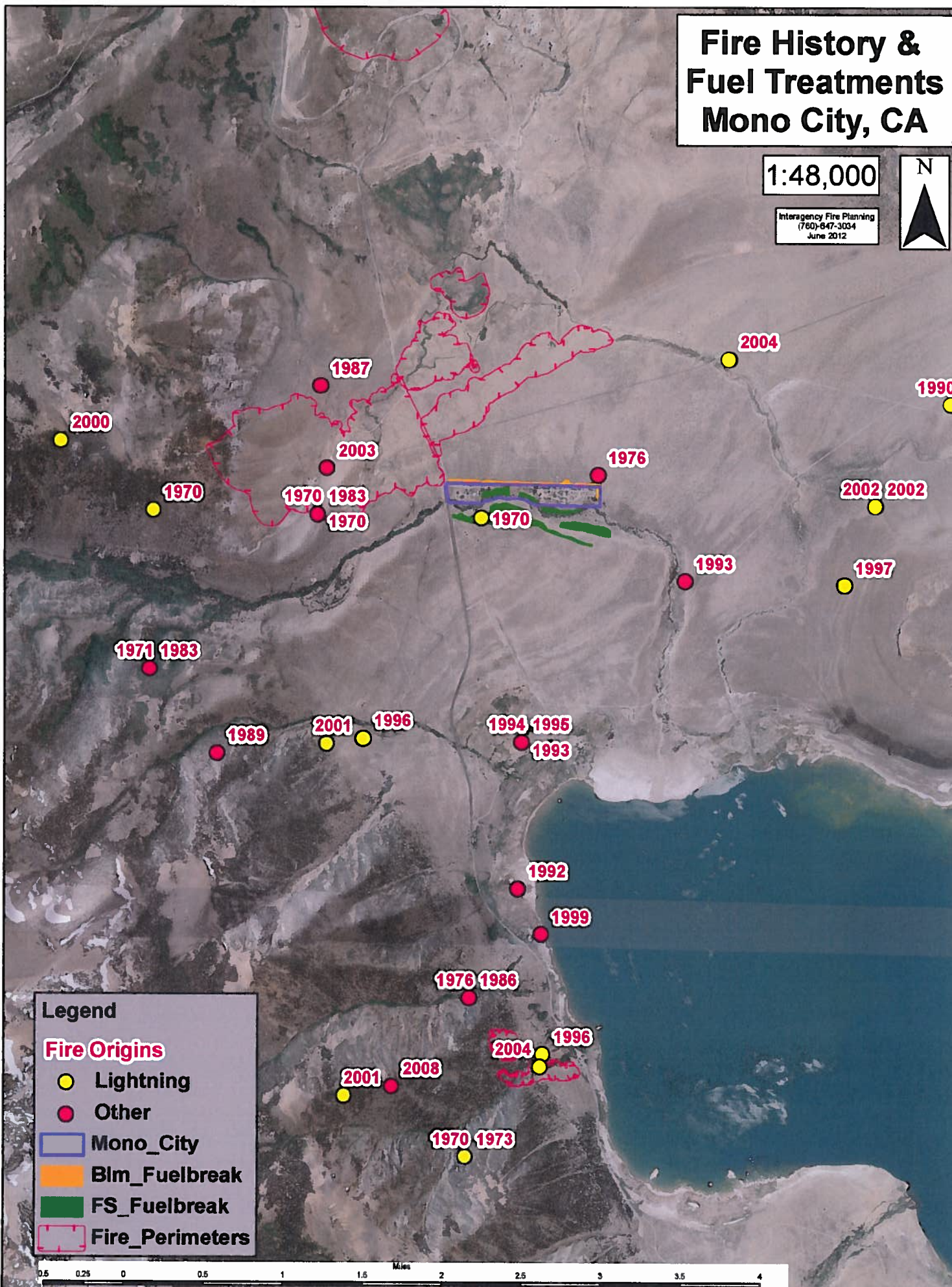




# Fire History & Fuel Treatments Mono City, CA

1:48,000

Interagency Fire Planning  
(760)-647-3034  
June 2012



**Legend**

- Lightning
- Other
- Mono\_City
- Blm\_Fuelbreak
- FS\_Fuelbreak
- Fire\_Perimeters





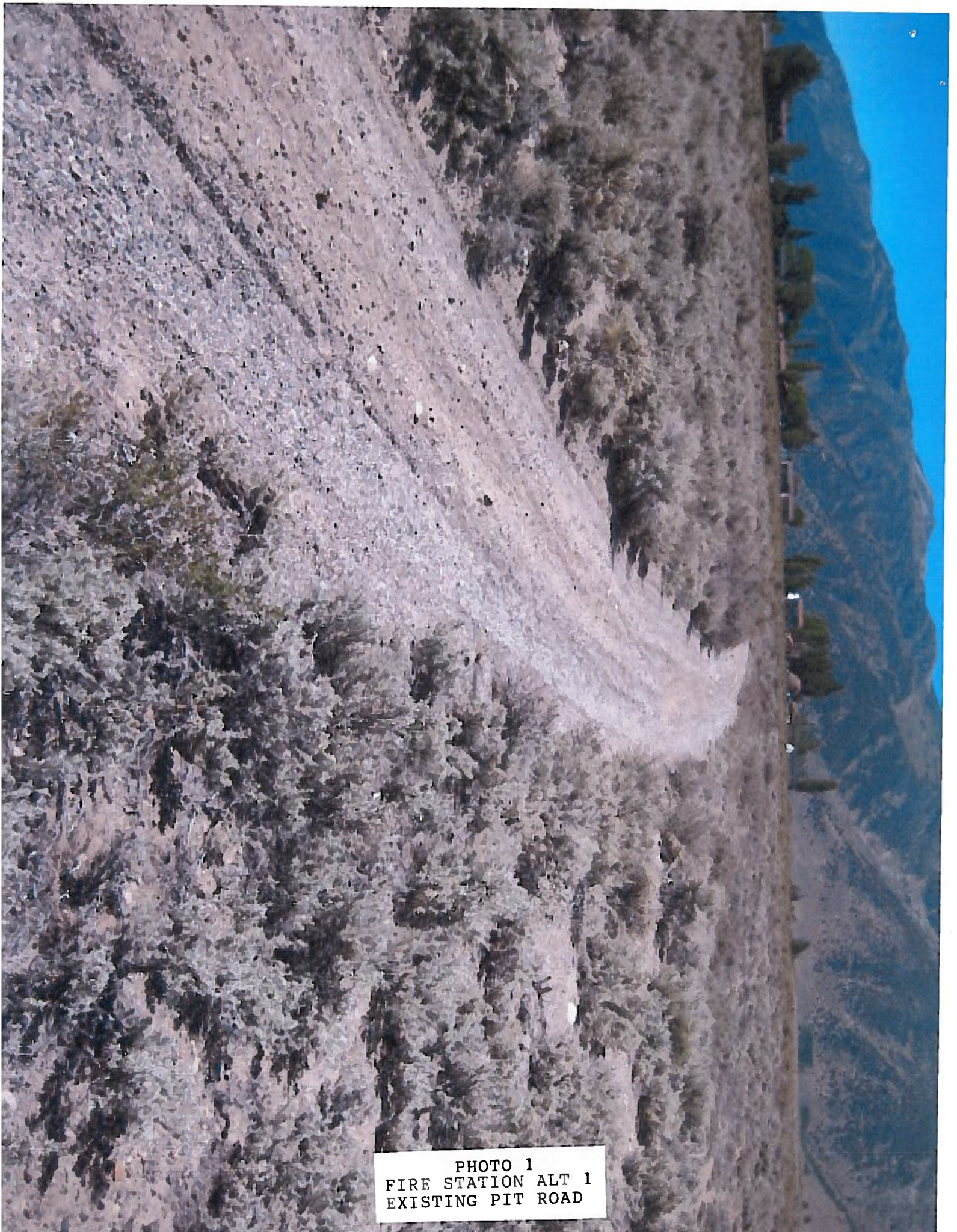


PHOTO 1  
FIRE STATION ALT 1  
EXISTING PIT ROAD





PHOTO 2  
FIRE STATION ALT 1  
NEW CONSTRUCTION





PHOTO 3  
FIRE STATION ALT 1  
STATION TO WELL RD





PHOTO 4  
FIRE STATION ALT 1  
STATION PARKING LOT





PHOTO 5  
EAST SIDE ALT 2  
EXISTING VEGETATION





PHOTO 6  
CEMETERY ROAD





PHOTO 7  
PARALLEL ROAD



**Processing Fee Category Determination Decision  
For FLPMA and MLA**

Application Serial Number: CACA 052688  
 Applicant: MONO COUNTY - PUBLIC WORKS  
 Address: P.O. BOX 457  
74 NORTH SCHOOL ST  
 Agent: BRIDGEPORT CA 93517  
 Address: JEFF WALTERS - DIRECTOR  
 Application For: MONO CITY INVERES/EGRESS ROAD  
 Location: MONO CITY, CA NORTH BOUNDARY MONO CITY

Pre-Application Meeting Held: No  Yes VARIOUS (date)  
 Land Use Plan Conformance? No  Yes

**Estimated Processing Requirements:**

Type of ROW:  FLPMA  MLA  
 NEPA Action Required:  EIS  EA  DNA  CE/CX

<u>Personnel Needed for Processing</u>	<u>Estimated Processing Hours</u>
Realty Specialist/Land Law Examiner	<u>30</u>
Cultural/Paleontological Resources	<u>5</u>
T&E Species	
Wildlife/Fisheries	<u>10</u>
Air/Water/Soils/ <u>BOTANICAL</u>	<u>5</u>
Recreation/Visual	
Range	
Fluids/Minerals	
Administration/Contracting	
Manager	
Other	
Other	
<b>TOTAL HOURS</b>	<u>50</u>

**BUREAU OF LAND MANAGEMENT  
 BISHOP FIELD OFFICE  
 351 PACILLANE SUITE 100  
 BISHOP, CA 93514**

The appropriate Processing Category for this application is Category IV. The Processing fee for this Category is \$1108.00. Processing fees for Categories 1-4 are non-refundable. See enclosed table for Category definitions and fee schedule.

Prepared By: [Signature] 5-10-2013  
 Realty Specialist Date  
 Approved By: [Signature] 5-13-2013  
 Authorized Officer Date

1 PROCESSING FEE DUE \$1,108.00  
 HRP  
 5-13-2013

**ROW Monitoring Fee Category Determination Decision  
for FLPMA and MLA Rights-of-Way**

Application Serial No. CACA 052688  
 Applicant: MONO COUNTY - PUBLIC WORKS  
 Address: PO BOX 457  
74 NORTH SCHOOL ST  
 Agent: BRIDGAPORT CA 93517  
 Address: SAME - JEFF WALTERS - DIRECTOR  
 Location: MONO CITY INGRESS/EGRESS EMERGENCY ROAD

<u>Personnel Needed for Monitoring</u>	<u>Estimated Monitoring Hours</u>
Realty Specialist/Land Law Examiner	<u>20</u>
Cultural/Paleontological Resources	_____
T&E Species	_____
Wildlife/Fisheries	<u>15</u>
Air/Water/Soils/ <u>BOTANICAL</u>	<u>15</u>
Recreation/Visual	_____
Range	_____
Administration/Contracting	_____
Fluids/Minerals	_____
Manager	_____
Other _____	_____
Other _____	_____
<b>TOTAL HOURS</b>	<u>50</u>

**BUREAU OF LAND MANAGEMENT**  
**BISHOP FIELD OFFICE**  
 351 PACU LANE, SUITE 100  
 BISHOP, CA 93514

The appropriate Monitoring Category for this action is Category IV. The Monitoring fee for this Category is \$1108.00. Monitoring fees for Categories 1-4 are non-refundable. See attached table for category definitions and fee schedule.

Prepared By: [Signature]  
 Realty Specialist

Approved By: [Signature]  
 Authorized Officer

5-10-2013  
 Date

5-13-2013  
 Date

MONITORING FEE DUE \$1,108.00

[Signature] 5-10-2013  
 Attachment 2-1