



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting May 13, 2014

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. APPROVAL OF MINUTES - NONE

3. **PRESENTATIONS - NONE**

4. **BOARD MEMBER REPORTS**

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

5. **COUNTY ADMINISTRATIVE OFFICE**

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

6. **DEPARTMENT/COMMISSION REPORTS**

7. **CONSENT AGENDA**

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

A. Continue Rock Creek Ranch Public Hearing

Departments: Community Development Department

The Rock Creek Ranch Specific Plan and Tentative Tract Map amendment, initially continued to May 20 Board of Supervisors meeting, is being further adjusted to respond to the concerns of Cal Fire and the Paradise Fire Protection District and a hearing continuance is needed.

Recommended Action: Continue the public hearing regarding the Rock Creek Ranch Specific Plan and Tentative Tract Map amendment, initially continued to the May 20 Board of Supervisors meeting, to a future meeting, allowing time for project revisions to first be considered by the Planning Commission.

Fiscal Impact: No impact.

B. Encroachment Permit Fee Waiver - Convict Lake Road FHWA project

Departments: Public Works

Consider request from FHWA to waive encroachment permit and deposit fees for core sampling required on the Convict Lake Road Rehabilitation project.

Recommended Action: Waive encroachment and deposit fees. Provide any desired direction to staff.

Fiscal Impact: Up to \$1,028 in lost revenue to the Road Fund.

C. Lundy Campground Lease Renewal

Departments: Public Works-Facilities

Proposed License Agreement with Southern California Edison pertaining to the Lundy Lake Campground.

Recommended Action: Approve and authorize the Public Works Director to

execute and administer a five year license agreement with Southern California Edison for the Campground at Lundy Canyon. Provide any desired direction to staff.

Fiscal Impact: The \$700 annual fee is (and will be) budgeted in the Campground Enterprise Fund Budget.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Eastern Sierra Regional First Five Meeting

Information about the Eastern Sierra Regional First Five Meeting, scheduled for May 15th at 2:00 p.m. at the Mammoth Lakes Library.

9. REGULAR AGENDA - MORNING

A. Quarterly Investment Report for Quarter Ending: March 31,2014/March 2014 Transaction Report

Departments: Finance

15 minutes (10 minute presentation; 5 minute discussion)

(Rosemary Glazier) - Report on Mono County Investment Pool as of March 31, 2014. Present Transaction Report for the month of March 2014.

Recommended Action: None. Information only.

Fiscal Impact: None.

B. Permit Fee Waiver Requests

Departments: Community Development

20 minutes (10 minute presentation; 10 minute discussion)

(Scott Burns, Gerry Le Francois) - Consider request for permit fee waiver for lot line adjustments by Fire Protection Districts and for expanded home occupation permits for disabled veterans.

Recommended Action: 1. Consider waiving lot line adjustment fees for Fire Protection Districts, finding that such waivers serve a public purpose; and 2. Consider waiving expanded home occupation fees for disabled veterans, consistent with Section 935 of the Military and Veterans Code.

Fiscal Impact: Approximately \$1,000 impact to General Fund this fiscal year, with occasional similar impact in future years.

C. Fish Fine Fund Expenditure

Departments: Economic Development

15 minutes (5 minute presentation; 10 minute discussion)

(Jeff Simpson/Alicia Vennos) - Staff, with approval from the Mono County Fisheries Commission, is requesting Board approval to utilize \$6,603.04 in the Fish and Game Fine Fund budget in order to enhance early season fish stocking. (Four-fifth vote required.)

Recommended Action: That the Board consider and approve the recommendation by the Mono County Fisheries Commission to use \$6,603.04 out of the Fish and Game Fine Fund for additional fish stocking before the end of this fiscal year. Appropriate \$3,603.04 from fund balance to increase special department expenditures by \$3,603.04. (Four-fifth vote required.)

Fiscal Impact: \$6,603.04. This expenditure comes from the existing fund balance and Special Department Expense, currently budgeted in the Fish and Game Fine Fund.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Conference with Legal Counsel

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

C. Closed Session - Conference with Legal Counsel

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

REGULAR AFTERNOON SESSION COMMENCES AT 12:30 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business

and number of persons wishing to address the Board.)

13.

REGULAR AGENDA AFTERNOON- NONE

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 13, 2014

Departments: Community Development Department

TIME REQUIRED

SUBJECT Continue Rock Creek Ranch Public
Hearing

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Rock Creek Ranch Specific Plan and Tentative Tract Map amendment, initially continued to May 20 Board of Supervisors meeting, is being further adjusted to respond to the concerns of Cal Fire and the Paradise Fire Protection District and a hearing continuance is needed.

RECOMMENDED ACTION:

Continue the public hearing regarding the Rock Creek Ranch Specific Plan and Tentative Tract Map amendment, initially continued to the May 20 Board of Supervisors meeting, to a future meeting, allowing time for project revisions to first be considered by the Planning Commission.

FISCAL IMPACT:

No impact.

CONTACT NAME: Courtney Weiche

PHONE/EMAIL: 760.924.1803 / cweiche@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

[Rock Creek Continue Staff](#)

History

Time	Who	Approval
5/7/2014 4:20 PM	County Administrative Office	Yes
	County Counsel	
5/6/2014 11:03 AM	Finance	Yes

Mono County Community Development Department

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

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

May 13, 2014

TO: Honorable Board of Supervisors

FROM: Courtney Weiche, Associate Planner
Scott Burns, Director

RE: ROCK CREEK RANCH SPECIFIC PLAN HEARING CONTINUANCE

RECOMMENDATION

Continue the public hearing regarding the Rock Creek Ranch Specific Plan and Tentative Tract Map amendment, initially continued to the May 20 Board of Supervisors meeting, to a future meeting, allowing time for project revisions to first be considered by the Planning Commission.

FISCAL IMPACT

Not applicable.

DISCUSSION

The Rock Creek Ranch Specific Plan and Tentative Tract Map amendment, initially continued to May 20 Board of Supervisors meeting, is being further adjusted to respond to the concerns of Cal Fire and the Paradise Fire Protection District. These adjustments require review by the Planning Commission prior to hearing by your Board. The requested continuance will allow time to conclude project revisions and Planning Commission review.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 13, 2014

Departments: Public Works

TIME REQUIRED

SUBJECT Encroachment Permit Fee Waiver -
Convict Lake Road FHWA project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Consider request from FHWA to waive encroachment permit and deposit fees for core sampling required on the Convict Lake Road Rehabilitation project.

RECOMMENDED ACTION:

Waive encroachment and deposit fees. Provide any desired direction to staff.

FISCAL IMPACT:

Up to \$1,028 in lost revenue to the Road Fund.

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

- [Encroachment Permit and Deposit Fee Waiver Request - Stff Report](#)
- [Exhibit 1 - FHWA Encroachment Application](#)

History

Time	Who	Approval
5/7/2014 4:21 PM	County Administrative Office	Yes
5/7/2014 6:20 PM	County Counsel	Yes
5/6/2014 9:35 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 • www.monocounty.ca.gov

Date: May 13, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Acting Public Works Director
Subject: Federal Highway Administration – Encroachment Permit and Deposit Fee Waiver Request

Recommended Action:

Consider request from the Federal Highway Administration (FHWA) to waive the encroachment permit and deposit fees for the Convict Lake Road Rehabilitation Project. Provide any desired direction to staff.

Fiscal Impact:

\$528 in lost revenue if the encroachment permit fee is waived. Potentially \$500 in deposit fee would be lost if they fail to complete the work as required.

Background:

This is a request from FHWA to have Mono County waive the encroachment permit and deposit fees for performing core sampling on Convict Lake Road. This data is required as the initial part of the entire Convict Lake Road rehabilitation project.

Mono County currently charges \$528 for an encroachment permit and \$500 as a deposit pursuant to Mono County Code 13.04.070.

FHWA is requesting the fees be waived since they would be paid with the project funds for this road. They would like to start core sampling in May.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459 or jwalters@mono.ca.gov.

Respectfully submitted,

Jeff Walters
Acting Public Works Director

Encl: Exhibit 1 – FHWA Encroachment Permit Application



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

Evan Nikirk, PE
Director

Kelly Garcia, PE
Assistant Director

ENCROACHMENT PERMIT APPLICATION APPLICATION REQUESTING AUTHORIZATION TO PERFORM WORK WITHIN A COUNTY RIGHT-OF-WAY OR COUNTY ROAD

A project description, site plan, application fee, and security deposit must accompany this application to initiate project review (make check payable to "County of Mono"). Depending upon project scope, additional information may be required to complete the application. All improvements must be consistent with Mono County standards.

The undersigned hereby applies for an encroachment permit to perform the following activities within a County right-of-way or County road (attach additional sheets if necessary):

Exploratory borings drilled along the route from Hwy 395 to Convict Lake. Borings drilled in
paved travel lane and adjacent to paved travel lane. 8-inch diameter holes drilled to
maximum depth of 15'. One lane closures through 0.1 mile work zone but travel will be
kept moving. Traffic control will include 2 flaggers, signs, paddles in accordance to State
and federal regulations (MUTCD). FHWA will coordinate all activities.

Project Location & Information:

Street Address: Convict Lake Road Town: NA

Assessor's Parcel No.: NA Estimated Construction Cost: NA

Property Owner:

Name: Federal Highway Admin - CFLHD Home Phone: _____

Address: 12300 West Dakota Ave Work Phone: _____

Lakewood, CO 80228 Fax Number: _____

The Applicant is responsible for obtaining all other necessary permits or approvals related to the proposed activity, including a Grading Permit from the Mono County Department of Public Works (if applicable) and permits that may be required by the Department of Fish and Game, the Regional Water Quality Control Board, and the Great Basin Unified Air Pollution Control District. If granted an encroachment permit for the proposed work, the Permittee, for himself, his contractors and employees, agrees to save, indemnify, and hold harmless the County or its representatives from all liabilities and claims for damage to property from any cause whatsoever while in, upon or in any way connected with the work covered by the encroachment permit, and does further agree to defend Mono County in any claim arising out of, or as a result of, the work.

Owner Signature: Date: 4/25/14

-----Space below reserved for Public Works use only -----

Received: Site Plan Project Description Fee & Deposit Assigned Project No.: **EP** _____

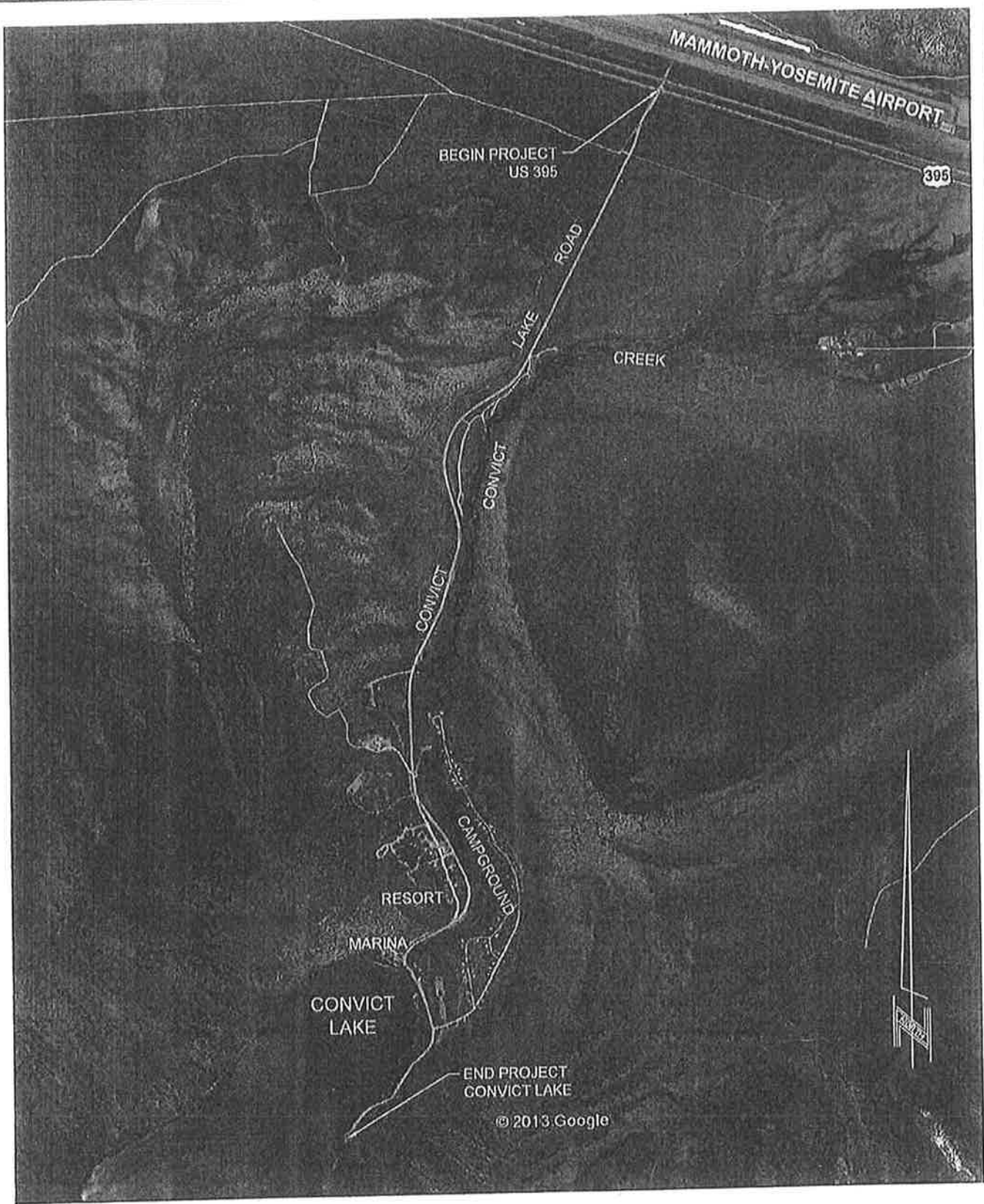
“ATTACHMENT A”

Please use this space to draw your project diagram, and/or attach additional plans:


PLAN VIEW

See attachment
Borings drilled at 0.25 mile intervals alternating
between each lane.

PROFILE



© 2013 Google


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

MONO COUNTY PUBLIC WORKS DEPARTMENT
**CONVICT LAKE ROAD
 VICINITY SKETCH**
 MONO COUNTY CALIFORNIA

Date: APRIL 26, 2013
 Scale: 1" = ±1,600'
 Job No: 8379.000
 FIGURE 2



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 13, 2014

Departments: Public Works-Facilities

TIME REQUIRED

SUBJECT Lundy Campground Lease Renewal

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed License Agreement with Southern California Edison pertaining to the Lundy Lake Campground.

RECOMMENDED ACTION:

Approve and authorize the Public Works Director to execute and administer a five year license agreement with Southern California Edison for the Campground at Lundy Canyon. Provide any desired direction to staff.

FISCAL IMPACT:

The \$700 annual fee is (and will be) budgeted in the Campground Enterprise Fund Budget.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@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:

Joe Blanchard

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Lundy Staff Report](#)

[Lundy License Agreement](#)

History

Time	Who	Approval
5/7/2014 4:21 PM	County Administrative Office	Yes
5/7/2014 6:21 PM	County Counsel	Yes
5/7/2014 5:11 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: May 13, 2014

To: Honorable Chair and Members of the Board of Supervisors

From: Joe Blanchard, Facilities Superintendent

Re: License Agreement for Lundy Campground

Recommended Action:

Approve and authorize the Public Works Director to execute and administer a five-year license agreement with Southern California Edison for the Campground at Lundy Canyon.

Fiscal Impact:

The \$700 annual fee is (and will be) budgeted in the Campground Enterprise Fund budget.

Background:

The original lease for these properties was between Mono County and California Electric Power Company, dated June 5, 1961. Attached to this staff report is a copy of the License Agreement from Southern California Edison. If you have any questions regarding this item, please contact me at 932-5443 or jblanchard@mono.ca.gov.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Joe Blanchard".

Joe Blanchard
Facilities Superintendent

MONO COUNTY

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES **(MODIFIED)**
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT) **(INTENTIONALLY DELETED)**
12. FLAMMABLES, WASTE AND NUISANCES **(MODIFIED)**
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. NON-POSSESSORY INTEREST
32. WAIVER
33. AUTHORITY
34. ATTORNEY FEES
35. ELECTRIC AND MAGNETIC FIELDS
36. NOTICES

Initial (____)/(____)
Licensor/Licensee

37. RECORDING

38. COMPLETE AGREEMENT

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

SPECIAL CONDITIONS

Initial (____)/(____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, hereinafter called "Licensor", and MONO COUNTY, hereinafter called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being 40.51 acres, situated in the Lee Vining area, County of Mono County, State of California, described as follows:

That portion of the Northwest quarter of the Southeast quarter and the Southwest quarter of the Northwest quarter of Section 14, and that portion of the South half of the North half of Section 15, all in Township 2 North, Range 25 East, M.D.M., located, lying and being along and contiguous to the North line of Mill Creek Channel and between said Mill Creek Channel and Mono County Road, designated and known as Road 3044, Lundy Lake Road, located upon and across said lands and real property, all as said lands and real property, all as said Mill Creek Channel and County Road are located and extend upon, through and across said lands and real property. Also included and attached, Exhibit "B" depicting Lundy Lake Boat Ramp off of Mono County Road #3047, located in Section 17, T2n, R2SE, MDB & M.

SUBJECT TO:

Covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record including but not limited to the following:

A. Any and all water rights, flooding and recession rights, rights of way and easements, covenants, conditions, restrictions and reservations, grazing and pasturage agreements and leases, water diversion and pipeline easement leases or agreements, whether or not of record.

1. Use: Licensee will use the Property for campgrounds and day use purposes only. Licensor makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be grounds for immediate termination of this Agreement in accordance with Article 29.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of June, 2014 and ending on the last day of May, 2019. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

Initial (____)/_____
Licensor/Licensee

3. Consideration: Licensee will pay to Licensor the sum of Seven Hundred and 00/100 Dollars (\$700.00) upon the execution and delivery of this Agreement with subsequent annual payments. Payment schedule as follows:

Term	Year Due	Yearly Amount	Payment Due First Day Of
First Year	2014	\$700.00	June
Second Year	2015	\$700.00	June
Third Year	2016	\$700.00	June
Fourth Year	2017	\$700.00	June
Fifth Year	2018	\$700.00	June

All accounts not paid within 30 days of the agreed upon due date will be charged a late fee equal to ten percent (10%) of the amount due. To the extent a payment is not made within sixty (60) days, Licensor may increase the late fee to twenty percent (20%) of the amount due. Licensor shall further be entitled to any other fees associated with collection of the unpaid amounts (including, but not limited to attorney's fees and costs).

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.
- (d) Self Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Campgrounds and

Initial (____)/(____)
Licensor/Licensee

day use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 36 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal. Such insurance shall not be canceled nor allowed to expire, nor be materially reduced, without thirty days prior written notice to Licensor, ten days for non-payment of premium. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter upon the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property and/or crops located on the Property.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including grading plans, identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever. At any time, Licensee may be required to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the Property. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Article 28.

7. Licensee's Personal Property: All approved equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the Property of Licensee, except as otherwise set forth herein. If Licensee is not in default hereunder, Licensee shall have the right to remove the same from the Property at any time prior to the expiration or earlier termination of this Agreement; provided, however, that Licensee shall promptly restore any damage to the Property caused by the removal. If Licensee is in default, however, such equipment or other property shall not be removed by Licensee without Licensor's written consent until Licensee has cured such default, and Licensor shall have a lien thereon to the extent thereof. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's property. Licensor further assumes no duty or obligation to maintain or secure Licensee's property including, but not limited to such times when Licensee's property may not be removed by Licensee from the Property in the event of a default.

8. Height Limitations and Vertical Clearances: **(MODIFIED)** Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and

Initial (____)/(____)
Licensor/Licensee

operated so as to maintain a minimum clearance of twenty-seven (27) feet from all overhead electrical conductors.

All trees and plants on the Property will be maintained by Licensee. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, together with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances at all times:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in writing by Licensor.

11. INTENTIONALLY DELETED.

12. Flammables, Waste and Nuisances: **(MODIFIED)** Licensee will not, nor allow others to, place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property unless they are properly leashed.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations,

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Licensor/Licensee

which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee becomes aware of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Licensee shall not advertise on any Sign any product, service, or good which is offensive to the public or which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing: Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, a minimum of twenty (20) feet in width, designed to accommodate Licensor's locks, in locations specified by Licensor. Licensee will ground and maintain all fencing in a manner acceptable to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by reason of use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor will have the right to pay the same and charge the amount to the Licensee. All accounts not paid within 30 days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

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23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things herein required on the part of Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation on the part of Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor may cancel and terminate this agreement, at any time, for any reason for all or any portion of the licensed Property, upon thirty (30) days notice in writing. Licensee may cancel and terminate this agreement at any time, for any reason for all of the licensed Property, upon thirty (30) days notice in writing. In the event Licensee wishes to cancel and terminate this agreement for a portion of the licensed property, Licensee will request Licensor's consent to either an amendment or a new license, such consent may be withheld in Licensor's sole and absolute discretion. To the extent an amendment or new license is granted, Licensee shall peaceably quit, surrender and, prior to termination date, restore the Property being vacated to the condition in which it existed prior to Licensee's use of the Property in a manner satisfactory to Licensor. Termination, cancellation or expiration does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Licensee's continued presence after termination shall be deemed a trespass. To the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term.

29. Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due in accordance with Article 3, or to make any other payment required to be made by Licensee hereunder when due.
- (b) The abandonment or vacating of the Property by Licensee.

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- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.
- (e) A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for the time period specified in a written notice thereof by Licensor to Licensee.
- (f) Any attempt to exclude Licensor from the licensed premises.
- (g) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (h) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause g" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

30. Remedies: In the event of any default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licensor will have the right to remove any and all of Licensee's personal property from the Property, including but not limited to, buildings, structures, fixtures, or goods. In addition, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Such amounts shall include, but are not limited to environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property. Licensor shall have no obligation to keep or otherwise maintain Licensee's property and may, at its option sell such property or otherwise dispose of it.

31. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest. Any violation of this provision will immediately void and terminate this Agreement.

32. Waiver: No waiver by Licensor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee.

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Licensor/Licensee

33. Authority: This Agreement is pursuant to the authority of and upon, and is subject to the conditions prescribed by General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, which General Order No. 69-C, by this reference, is hereby incorporated herein and made a part hereof.

34. Attorneys' Fees: In the event of any action, suit or proceeding against the other, related to this Agreement, or any of the matters contained herein, the successful party in such action, suit or proceeding shall be entitled to recover from the other party reasonable attorney fees incurred.

35. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF with respect to the planned use of this property.

36. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Real Properties Department
Land Management - Eastern Region
2131 Walnut Grove Avenue
Rosemead, CA 91770

To Licensee: Mono County
P.O. Box 457
Bridgeport, CA 93517

Business Telephone No. (760) 932-5440

Licensee will immediately notify Licensor of any address change.

Initial (____)/(____)
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37. Recording: Licensee will not record this Agreement.

38. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

SOUTHERN CALIFORNIA EDISON COMPANY

By _____ LICENSOR

Date

JOE D'AMATO
Land Services Agent
Land Management – Eastern Region
Real Properties Department

MONO COUNTY

By _____ LICENSEE

Date

JOE BLANCHARD
Facilities Superintendent

Initial (____)/(____)
Licensor/Licensee

APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in the development of a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements as well as the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles

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- c. 100 foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the “drip line” of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of no more than 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc., must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor’s prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:*

- a. Must have axles and wheel and be able to be moved at any time
 - b. Maximum length: 40 feet
 - c. Maximum height: 15 feet
 - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor’s access:
- a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor “drip lines”

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3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed electrical engineer.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed electrical engineer

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval.

MATERIAL STORAGE

1. In the event of an emergency, Licensee must, within a four-hour period, relocate all materials specified by Licensor in order to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

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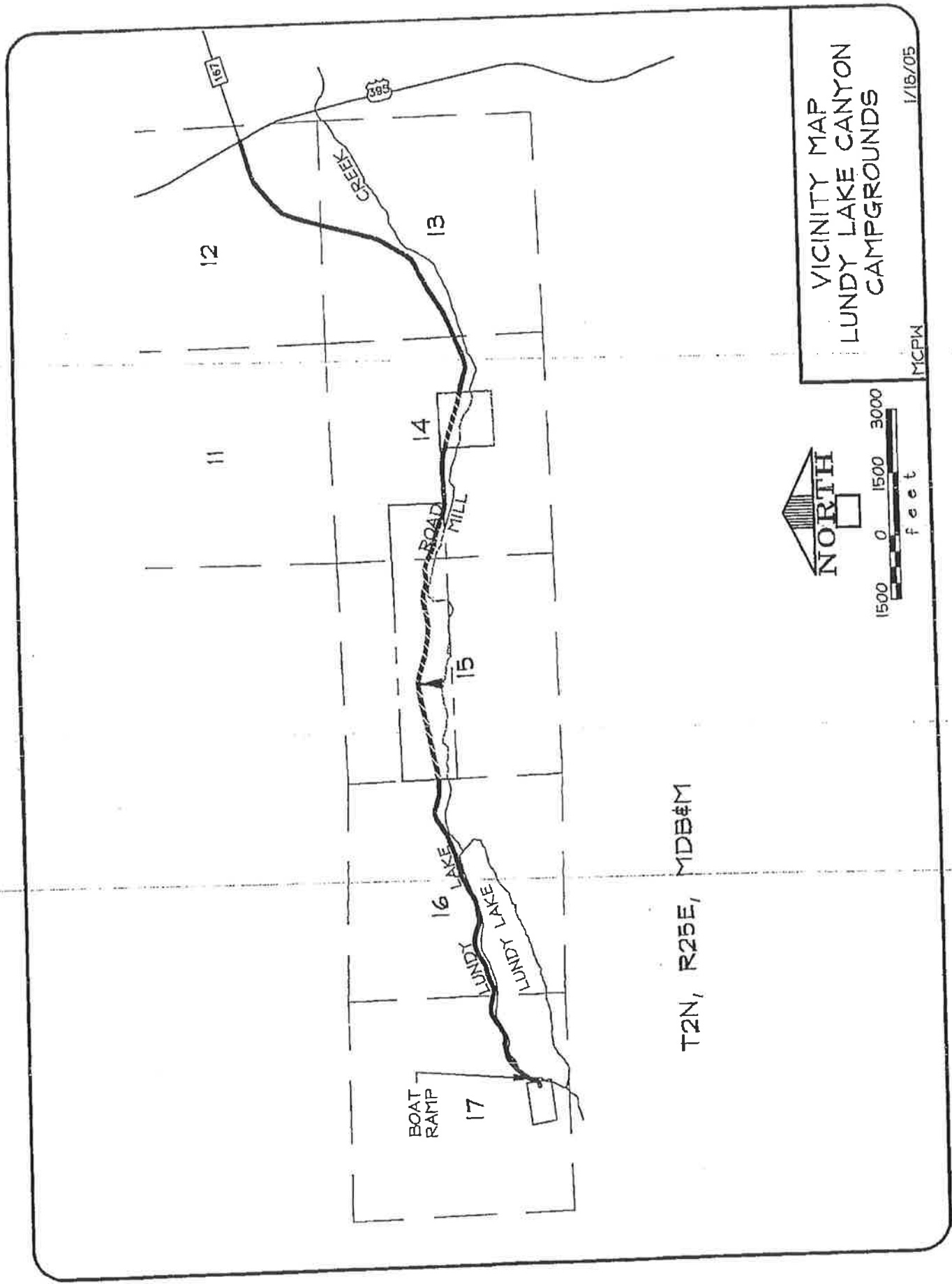
ADDENDUM

SPECIAL CONDITIONS

1. Licensee is required to (i) prohibit all camping in the protected/restricted areas identified on the maps attached to this License, labeled Exhibit "R" Sheet Nos. 4, 6, 7, 9, 10, 12, and 14, and (ii) limit camping to established campsites. Licensee shall enforce this restriction by installing appropriate signs, maintaining barriers to vehicle access, making the protected/restricted area unusable for camping, conducting regular park patrols of the campground, maintaining a log documenting enforcement activities and other such means as Licensee or Licensor believe are appropriate. The report of the enforcement activities is due every year by October 31, and shall include the site number and date of each occurrence throughout the recreation season. The protected/restricted areas shall remain available for day use activities including hiking, fishing, picnicking, stream access, etc.

2. Licensee acknowledges that Licensor's activities on the property and the surrounding area are subject to regulation by the Federal Energy Regulatory Commission (FERC), and other governmental agencies. Licensor may require Licensee, at Licensee's sole cost, to take action to comply with requirements imposed by such agencies with regard to the use of the property for the purposes authorized by this Agreement. Licensee shall not use or allow the use of the property in a manner inconsistent with or that interferes with (i) the operation of Licensor's Lundy Hydro-electric project, or (ii) Licensor's need to comply with the Lundy Hydro-electric project license issued by the FERC.

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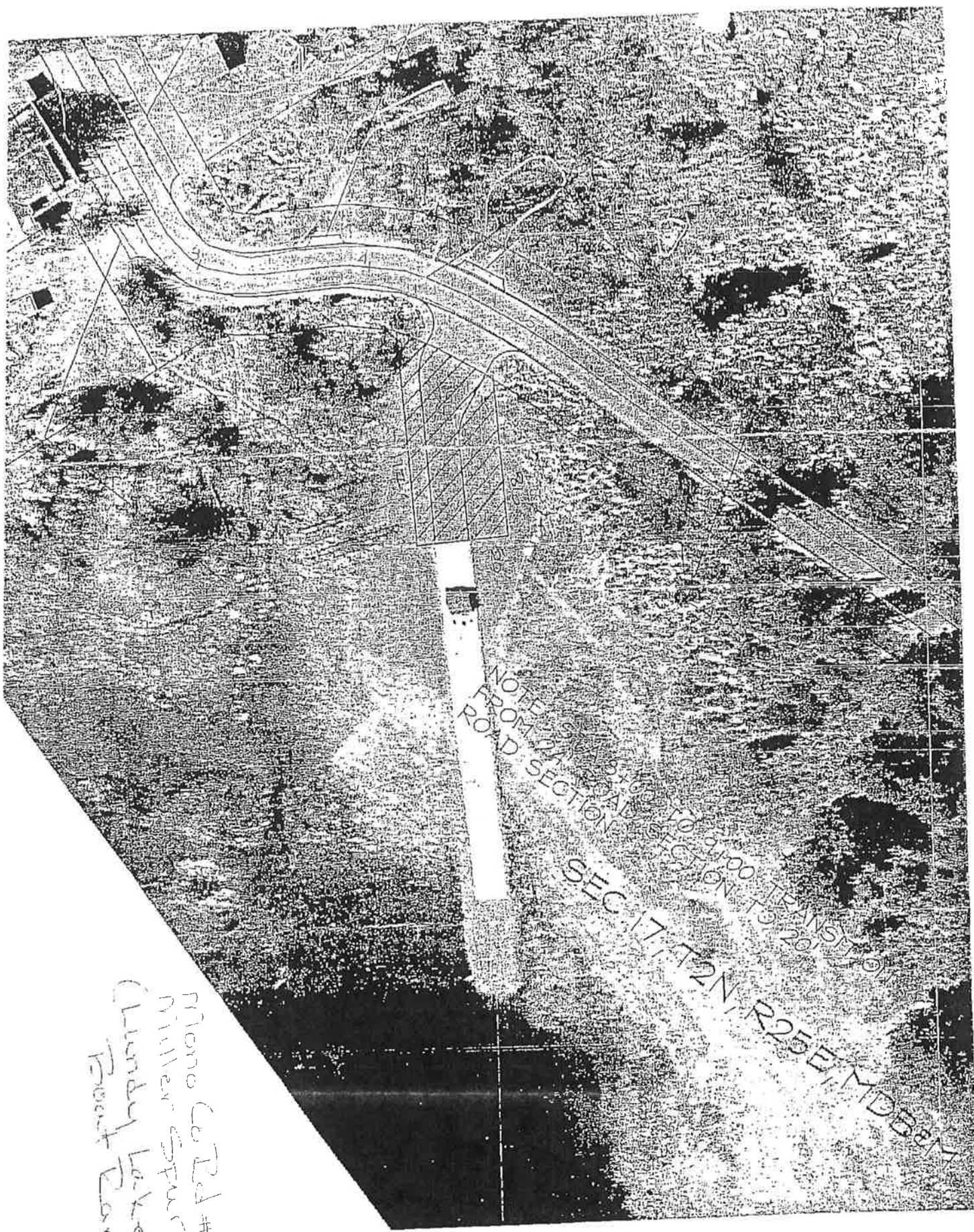


T2N, R25E, MDB#M

VICINITY MAP
LUNDY LAKE CANYON
CAMPGROUNDS

1/18/05

MCPW



NOTE: 3+60 TO 9+00 TRANSITION
FROM 24' ROAD SECTION TO 20'
SEC. 17, T2N, R25E, NDB&T

Mono Co Rd #3047
Miller Spur
(Mandy Lake
Board Camp)

AM

EXHIBIT "B"

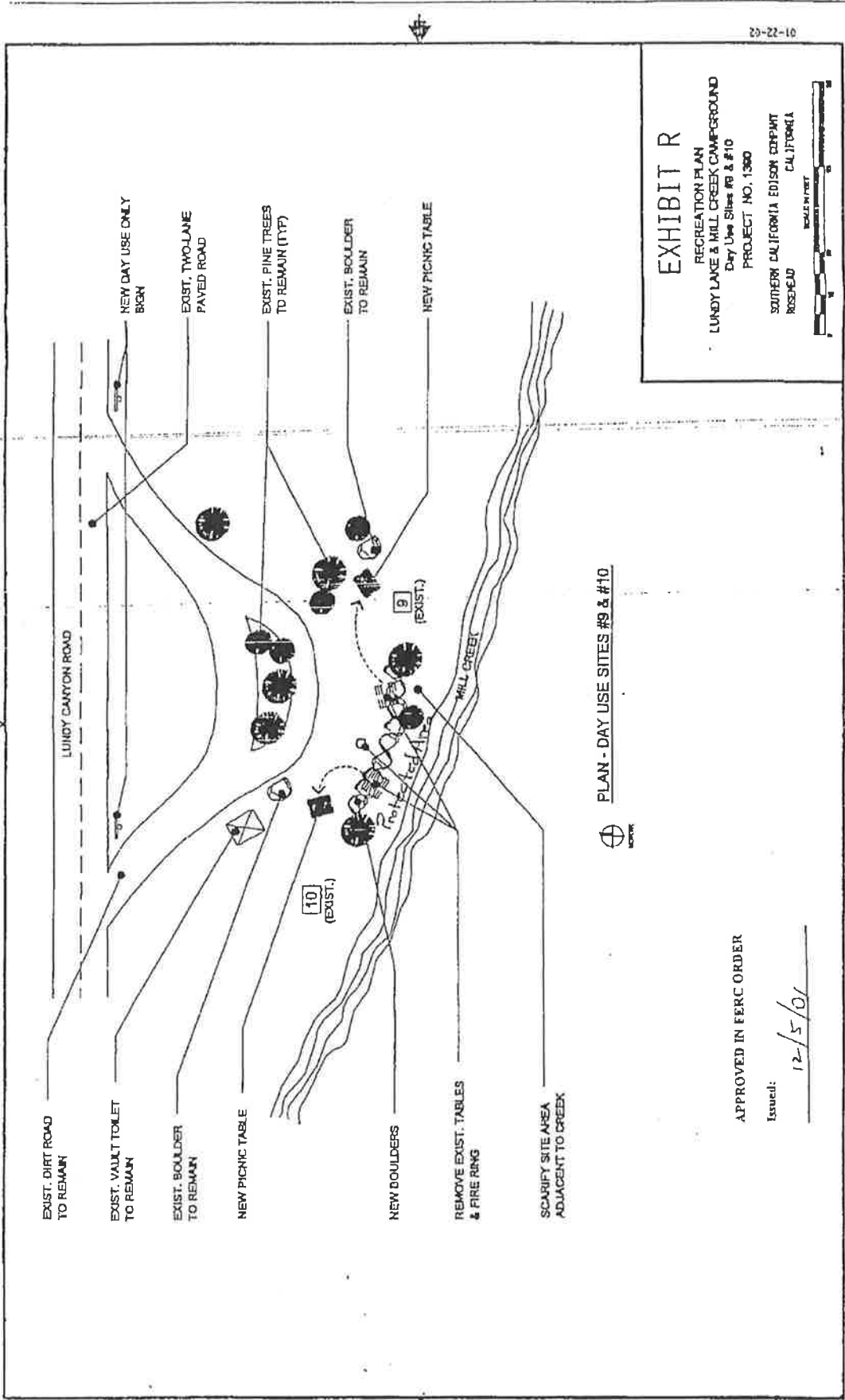


EXHIBIT R

RECREATION PLAN
 LUNDY LAKE & MILL CREEK CAMPGROUND
 Day Use Sites #9 & #10
 PROJECT NO. 1300

SOUTHERN CALIFORNIA EDISON COMPANY
 ROSSELAND CALIFORNIA



PLAN - DAY USE SITES #9 & #10

APPROVED IN FERC ORDER

Issued: 12/5/01

245546-0

SHEET NO. 4

FERC NO. 1300-37

16X

MICROFILMED FROM

EXHIBIT R

RECREATION PLAN
 LUNDY LAKE & MILL CREEK CAMPGROUND
 New Campsites #18, #20, Abandoned 19, Existing 18, 21, 22
 PROJECT NO. 1390

SOUTHERN CALIFORNIA EDISON COMPANY
 ROSSHEAD
 CALIFORNIA



245548-0

PLAN - NEW CAMPSITES #16, #20, Abandoned 19, Existing 18, 21, 22

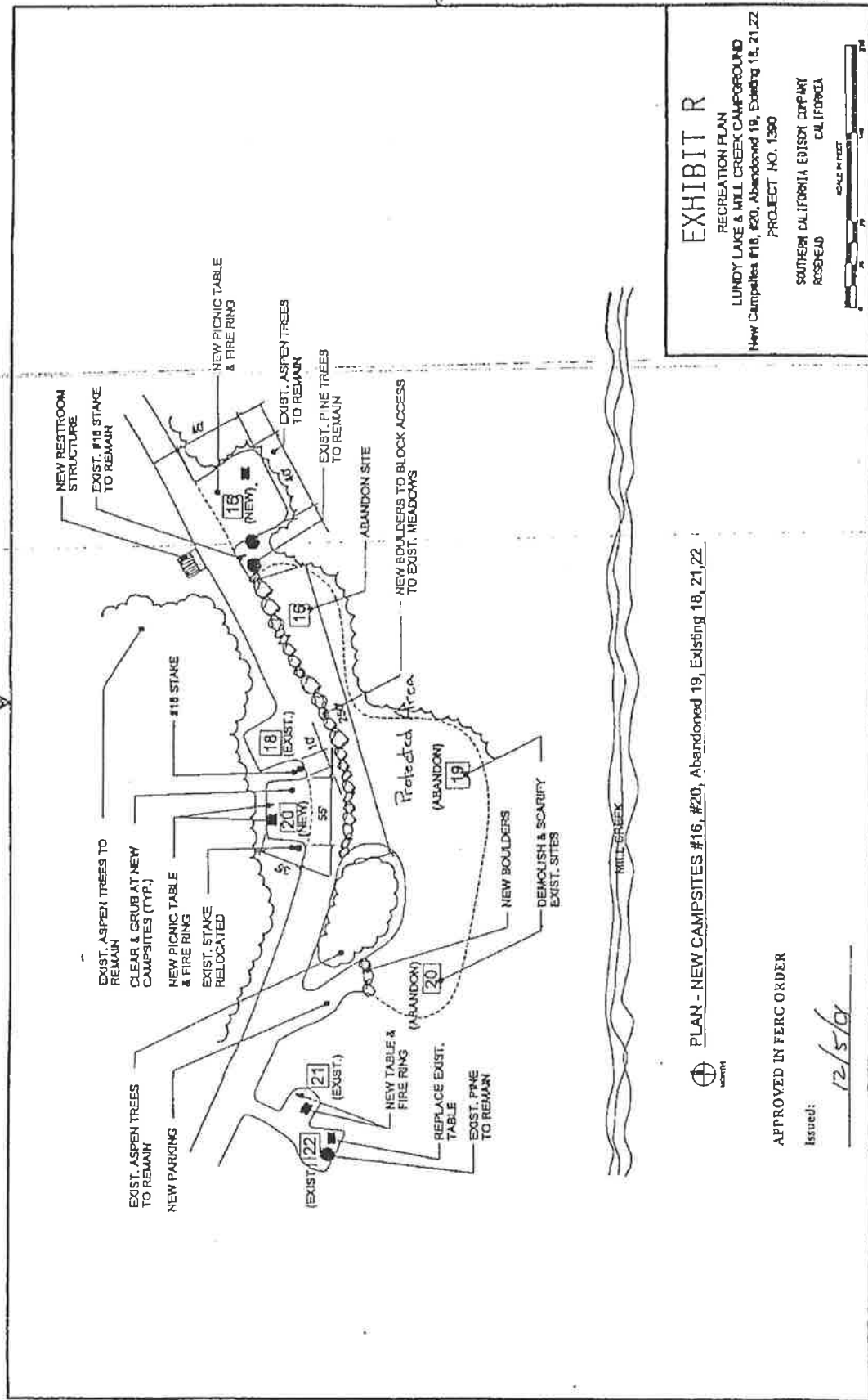


APPROVED IN FERC ORDER

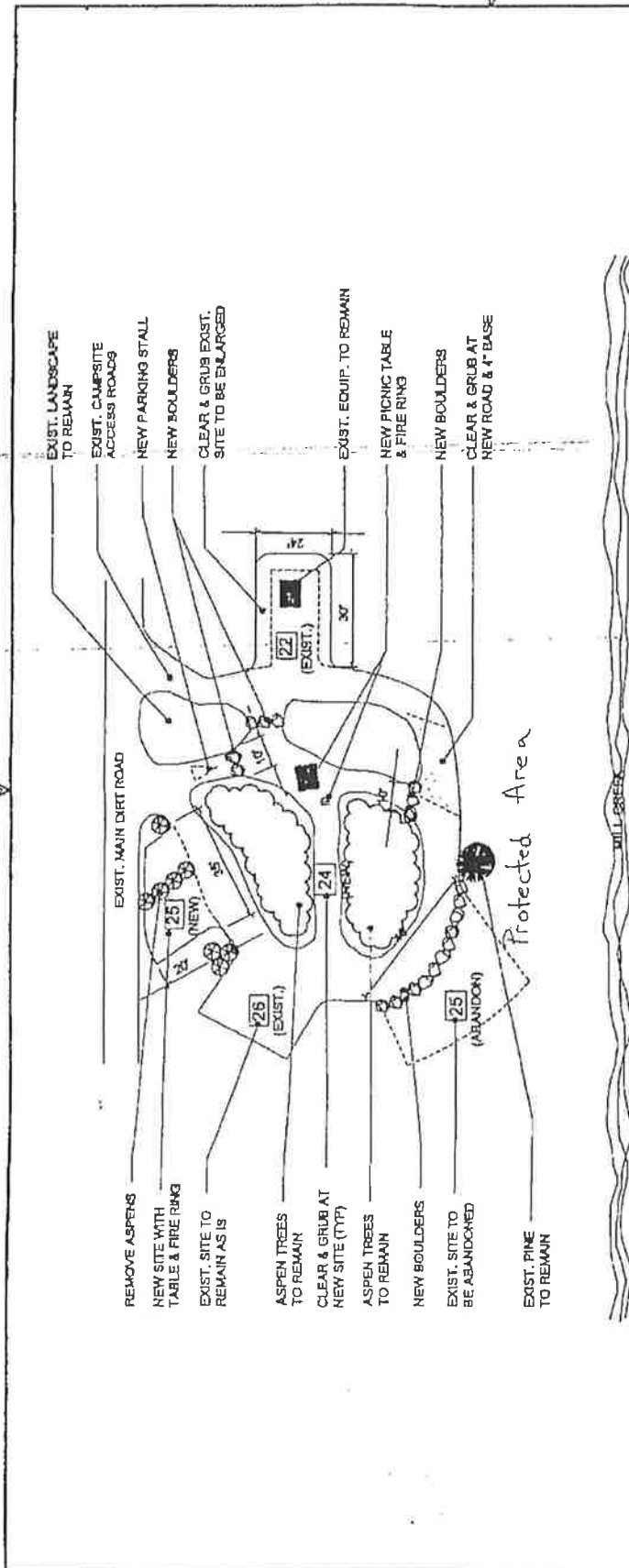
Issued: 12/5/01

SHEET NO. 8

FERC NO. 1390-38



16X MICROFILMED FROM



PLAN - NEW CAMPSITES 24, 25, Existing Sites 22, 26



APPROVED IN FERC ORDER

Issued: 12/5/01

EXHIBIT R

RECREATION PLAN
 LUNDY LAKE & MILL CREEK CAMPGROUND
 New Campsites 24, 25, Existing Campsites 22, 26
 PROJECT NO. 1390

SOUTHERN CALIFORNIA EDISON COMPANY
 ROSELAND CALIFORNIA



FERC NO. 1390-40

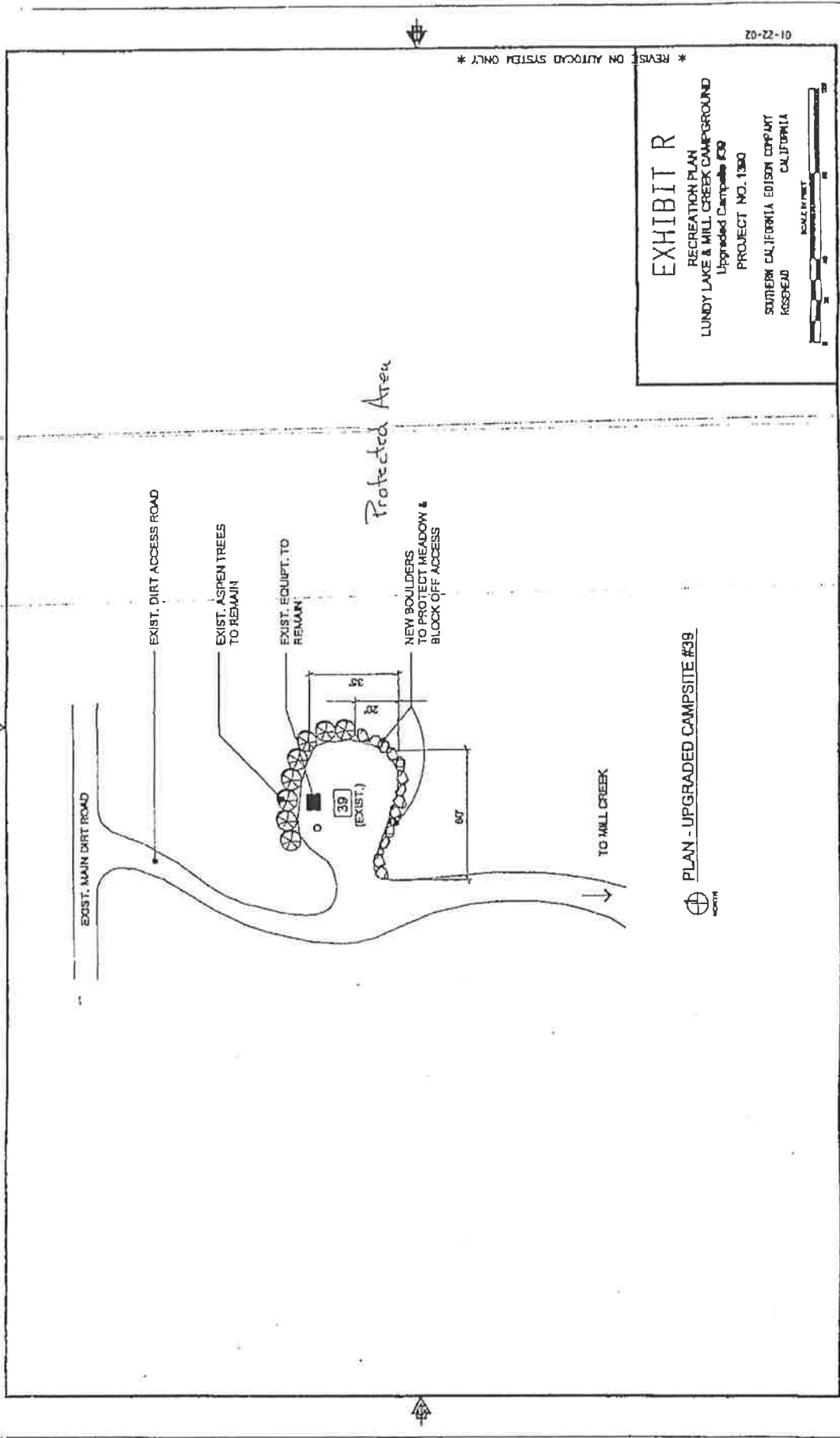
SHEET NO. 7

245549-0

16X

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PLAN - UPGRADED CAMPSITE #39

EXHIBIT R
 RECREATION PLAN
 LUNDY LAKE & MILL CREEK CAMPGROUND
 Upgraded Campsite #39
 PROJECT NO. 1300
 SOUTHERN CALIFORNIA EDISON COMPANY
 RESERVE CALIFORNIA



01-22-02

* REVS ON AUTOCAD SYSTEM ONLY *

245551-0

FERC NO. 1300-42

SHEET NO. 9

APPROVED IN FERC ORDER

Issued: 12/5/01

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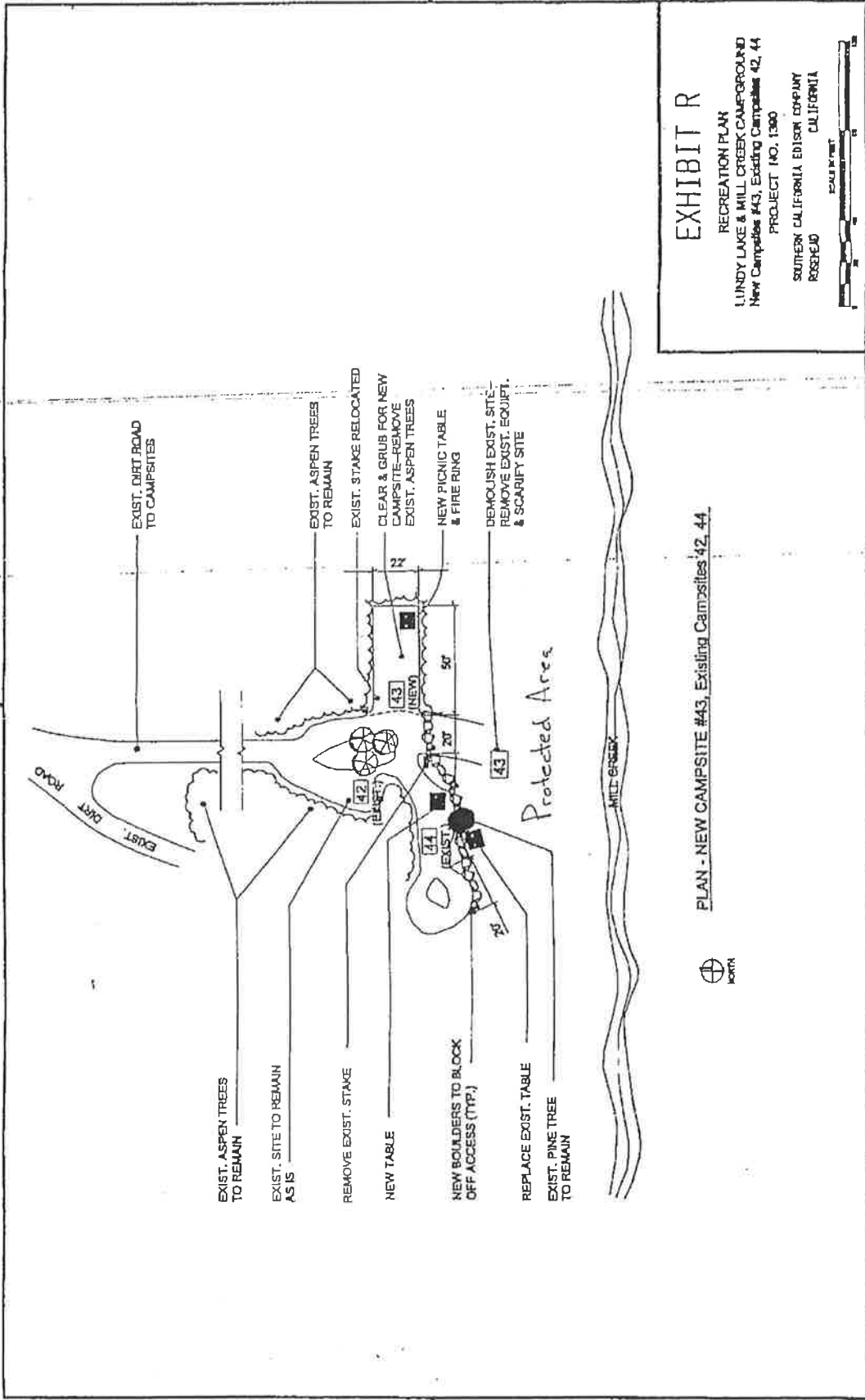


EXHIBIT R

RECREATION PLAN
 LUNDY LAKE & MILL CREEK CAMPGROUND
 New Campsites #43, Existing Campsites 42, 44
 PROJECT NO. 1390

SOUTHERN CALIFORNIA EDISON COMPANY
 ROSSFELD CALIFORNIA



PLAN - NEW CAMPSITE #43, Existing Campsites 42, 44



FERC NO. 1390-43 245852-0

SHEET NO. 10

APPROVED IN FERC ORDER

Issued:

12/5/01

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EXHIBIT R

RECREATION PLAN
 LUNDY LAKE & MILL CREEK CAMPGROUND
 CALIFORNIA #49 & #50
 PROJECT NO. 1300
 SOUTHERN CALIFORNIA Edison ENERGY
 RESERVE CALIFORNIA



FERC NO. 1300-45

SHEET NO. 12

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 BEST AVAILABLE COPY**

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EXIST. MAIN DIRT ROAD

EXIST. STAKE TO REMAIN

EXIST. ASPEN TREES TO REMAIN

ENLARGED EXISTING SITE

NEW TABLE & RING (REMOVE EXIST.)

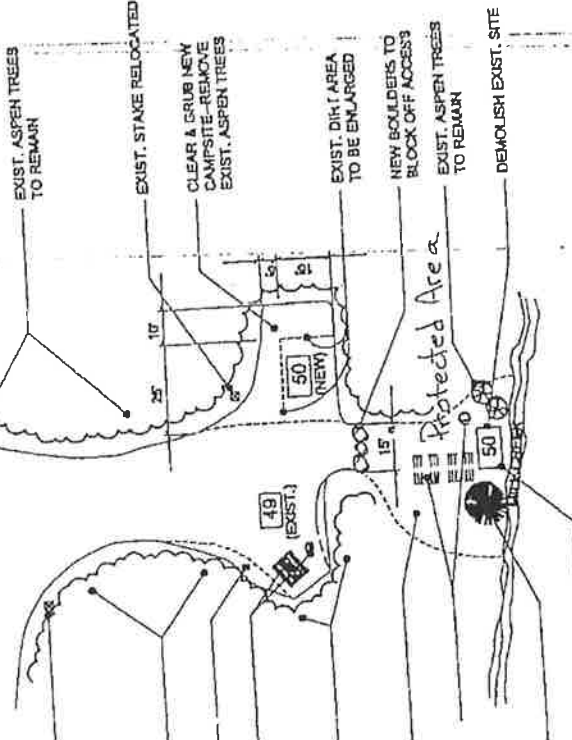
EXIST. ASPEN TREES TO REMAIN

SCARIFY EXIST. SITE

REMOVE EXIST. TABLES & FIRE RING

EXIST. TREE TO REMAIN

RELOCATE EXIST. STAKE



PLAN - CAMPSITES #49 & 50



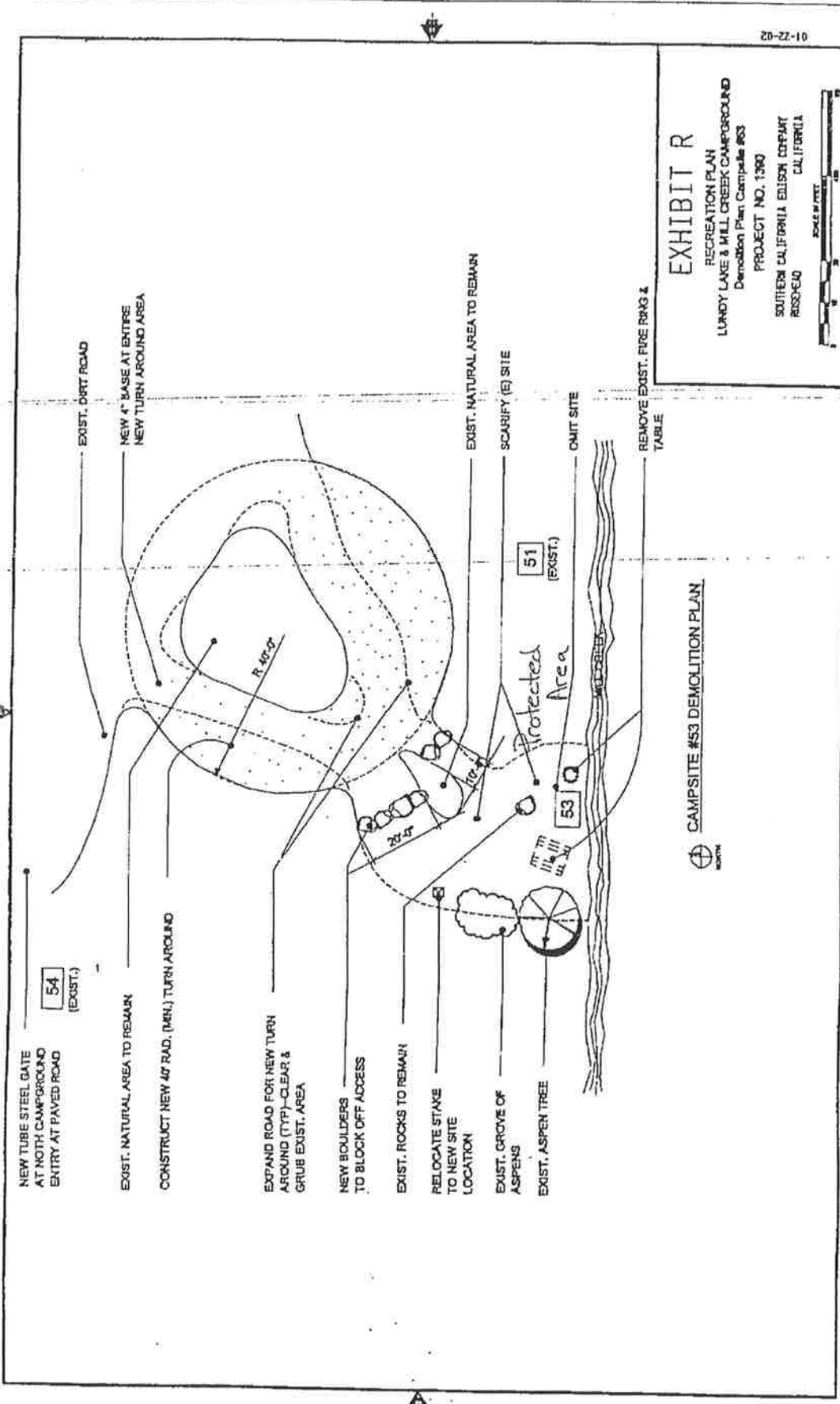


EXHIBIT R
 RECREATION PLAN
 LUNDY LAKE & MILL CREEK CAMPGROUND
 Demolition Plan Campsite #53
 PROJECT NO. 1390
 SOUTHERN CALIFORNIA EDISON COMPANY
 RISSONHEAD CALIFORNIA



245558-0
 SHEET NO. 14
 FERC NO. 1390-17

APPROVED IN FERC ORDER

Issued: 12/5/01

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MICROFILMED FROM

01-22-02



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 13, 2014

TIME REQUIRED

SUBJECT Eastern Sierra Regional First Five Meeting

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Information about the Eastern Sierra Regional First Five Meeting, scheduled for May 15th at 2:00 p.m. at the Mammoth Lakes Library.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[First Five](#)

History

Time	Who	Approval
5/7/2014 8:44 AM	Clerk of the Board	Yes

EASTERN SIERRA REGIONAL FIRST 5 MEETING

FIRST 5 ALPINE, INYO, & MONO COUNTIES
INVESTING IN CHILDREN AGES 0 TO 5 & THEIR FAMILIES



Be Our Guest...

First 5 Mono County will be hosting a historic first — a regional Eastern Sierra Commissions meeting — on Thursday, May 15th at 2 PM. Commissioners and Executive Directors from First 5 Alpine, First 5 Mono, and First 5 Inyo will share accomplishments and future goals.

Camille Maben, Executive Director of First 5 California, will travel from Sacramento to present the 2012-13 State Annual Report, give updates, and outline the new Small County Augmentation Formula. The Deputy Director of the First 5 Association will also present First 5 accomplishments in the last 15 years.

After the meeting, commissioners, staff, and the public will have a chance to talk informally about county needs and the potential for regional collaboration from 4 to 5 PM.

DATE: MAY 15, 2014 **TIME: 2:00**

Elle Randoll Room, Mammoth Lakes Library

400 Sierra Park Road



PRESS RELEASE: Historic May 15 Regional First 5 Commission Meeting with Reports from the Director of First 5 California and the Deputy Director of the First 5 Association of Counties

WHAT IS FIRST 5?

Research shows that a child's brain develops most dramatically in the first five years, and what parents and caregivers do during these years to support their child's growth will have a meaningful impact throughout life. Based on this research, California voters passed Proposition 10 in 1998, adding a 50 cents-per-pack tax on cigarettes to support programs for expectant parents and children ages 0 to 5. For almost 15 years First 5 has been impacting young children their families to promote optimal development through child health, school readiness, family strengthening and improved systems of service.

WHAT IS THE DIFFERENCE BETWEEN FIRST 5 CA AND LOCAL FIRST 5 COMMISSIONS?

Twenty percent of the annual .50 cent tobacco tax funds stay in Sacramento for distribution through First 5 California, and the other eighty percent of this tax revenue is distributed to county commissions throughout California based on birth rates. First 5 California funds a lot of large statewide programs from best practice preschool and child care initiatives to "Sid the Science Kid," a PBS cartoon that engages preschoolers with science.

Local commissions in each county conduct needs assessments, create Strategic Plans, and fund programs tailored to meet local early childhood needs. Through cooperation with the First 5 Association of Counties and First 5 California, local commissions are also working to identifying and adopt some of the most successful evidence-based strategies that have proven to deliver the greatest community benefits nationwide.

WHAT IS THIS REGIONAL COMMISSIONS MEETING ON MAY 15th ABOUT?

First 5 California and local counties are working to strengthen their partnership for young children and families, giving our citizens the greatest bang for their buck, our kids the best possible start in life, and our families all the support they need to succeed. This historic first – a joint meeting of regional commissions from Alpine, Mono, and Inyo counties and state representatives – is a step forward in our commitment to work closely together to leverage assets, improve communication, identify common goals, and coordinate services.

Besides commissions sharing accomplishments and goals, Camille Maben, Executive Director of First 5 California, will travel from Sacramento to present the 2012-13 State Annual Report, give updates, and outline the new Small County Augmentation Formula. Also, Elinor Mattern, the Deputy Director of the First 5 Association will also present First 5 accomplishments in the last 15 years.

All are welcome to come learn about our goals, or share needs and priorities with commissioners! There will be a chance to talk informally with Maben, Mattern, and Commissioners after the meeting agenda is accomplished from 4 to 5 PM at the Ellie Randoll room in the Mammoth Lakes library at 400 Sierra Park Road.

MORE INFO

Executive Directors from each county commission can connect you with commissioners, or families who have benefited from services, for comment. Their contacts are as follows:

- John Fisher, Alpine County – 530-830-2845 or first5alpine@gmail.com
- Molly DesBaillets, Mono County – 760-924-7626 or mdesbaillets@monocoe.org
- Jody Veenker, Inyo County – 760-873-6453 or jveenker@inyocounty.us



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 13, 2014

Departments: Finance

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

SUBJECT Quarterly Investment Report for Quarter Ending: March 31,2014/March 2014 Transaction Report

AGENDA DESCRIPTION:

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

Report on Mono County Investment Pool as of March 31, 2014. Present Transaction Report for the month of March 2014.

RECOMMENDED ACTION:

None. Information only.

FISCAL IMPACT:

None.

CONTACT NAME: Rosemary Glazier

PHONE/EMAIL: (760) 932-5483 / rglazier@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Quarterly Investment Report/Transaction Report](#)

History

Time	Who	Approval
4/28/2014 11:35 AM	County Administrative Office	Yes
5/7/2014 6:17 PM	County Counsel	Yes
4/23/2014 9:48 AM	Finance	Yes



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

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

Leslie L. Chapman, CPA
Director of Finance

Rosemary Glazier
Assistant Director of Finance Treasurer/Tax Collector

Date: April 21, 2014

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

From: Rosemary Glazier, Assistant Director of Finance

Subject: Quarterly Investment Report

As required by Government Code Section 53646, attached is the Treasury Pool investment report for the quarter ending March 31, 2014. The report is presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter on a cost basis the portfolio totaled \$65,818,489.31, and the market value was \$65,647,221.89 or .9973% of cost. Market value does not include accrued interest. Accrued and unpaid interest on the last day of the quarter was \$169,832.10.

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

Investment Pool earnings are as shown below:

Quarter Ending	9/30/2013	12/31/2013	3/31/2014	6/30/2014
Average Daily Balance	\$61,644,483	\$69,809,650	\$68,233,786	\$
Earned Interest (including accruals)	\$139,042	\$183,153	\$144,686	\$
Earned Interest Rate	.8949%	.9607%	.856%	%
Number of Days in Quarter	92	92	90	91
Interest Received	\$135,430	\$164,652	\$124,871	\$
Administration Costs	\$10,498	\$10,498	\$8,166	\$
Net Interest for Apportionment	\$124,932	\$154,154	\$116,705	\$



PORTFOLIO ACCOUNTING & REPORTING

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Rose Glazier @ Mono County



Mono County
Portfolio Holdings
Quarterly Investment Report
Report Format: By Transaction
Group By: Security Sector
Average By: Book Value

Report Date: 3/31/2014 Portfolio / Report Group: All Portfolios

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Days To Call	Credit Rating 1	Accrued Interest	% of Portfolio
Cash													
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	4,351,794.95	4,351,794.95	4,351,794.95	0.336	0.336	N/A	1	1	None	0.00	6.61
Sub Total / Average			4,351,794.95	4,351,794.95	4,351,794.95	0.336	0.336		1	1		0.00	6.61
Certificate Of Deposit													
Sallie Mae Bank Murrav UT 0.85 9/19/2014	795450PF6	9/19/2012	250,000.00	250,000.00	250,542.50	0.850	0.850	9/19/2014	172	172	None	69.86	0.38
Sovereign Bank 0.75 10/14/2014	84603M2Z8	10/11/2012	250,000.00	250,000.00	250,607.50	0.750	0.750	10/14/2014	197	197	None	878.42	0.38
Goldman Sachs Bank 0.95 4/10/2015	38143AL37	10/10/2012	250,000.00	250,000.00	250,747.50	0.950	0.950	4/10/2015	375	375	None	1,119.18	0.38
GE Cap Bank 0.9 4/13/2015	36160XW29	10/12/2012	250,000.00	250,000.00	250,620.00	0.900	0.900	4/13/2015	378	378	None	1,047.95	0.38
Amer Ex Centn Bank 1 7/13/2015	02587DLG1	10/11/2012	250,000.00	250,000.00	251,220.00	1.000	1.000	7/13/2015	469	469	None	1,171.23	0.38
Ally Bank of Utah 1.1 9/21/2015	02005QS46	9/19/2012	250,000.00	250,000.00	251,695.00	1.100	1.100	9/21/2015	539	539	None	90.41	0.38
Sallie Mae Bank 1.05 10/26/2015	795450QA6	11/14/2012	250,000.00	250,000.00	251,535.00	1.050	1.050	10/26/2015	574	574	None	1,136.30	0.38
First Bank Puerto Rico 0.9 11/23/2015	33764JPM1	11/21/2012	250,000.00	250,000.00	251,550.00	0.900	0.900	11/23/2015	602	602	None	61.64	0.38
Discover Bank 1.25 9/19/2016	254671GK0	9/19/2012	250,000.00	250,000.00	252,160.00	1.250	1.250	9/19/2016	903	903	None	102.74	0.38
Sub Total / Average			2,250,000.00	2,250,000.00	2,260,677.50	0.972	0.972		468	468		5,677.73	3.42
Corporate													
MassMutual Global 2.875 4/21/2014	57629WBK5	5/25/2011	500,371.55	500,000.00	500,625.00	2.875	1.547	4/21/2014	21	21	Moody's-Aa	6,388.89	0.76
General Electric Cap Corp 5.9 5/13/2014	36962G4C5	6/6/2011	502,479.72	500,000.00	503,125.00	5.900	1.574	5/13/2014	43	43	Moody's-AA2	11,308.33	0.76
Toronto-Dominion Bank 1.375 7/14/2014	89114QAA6	11/10/2011	500,655.04	500,000.00	501,655.00	1.375	0.913	7/14/2014	105	105	Moody's-Aaa	1,470.49	0.76
Wells Fargo CO 3.75 10/1/2014	94974BET3	10/12/2011	505,087.56	500,000.00	508,525.00	3.750	1.670	10/1/2014	184	184	Moody's-A2	9,375.00	0.77
Microsoft Corp 1.625 9/25/2015	594918AG9	5/1/2012	507,528.55	500,000.00	508,790.00	1.625	0.600	9/25/2015	543	543	Moody's-Aaa	135.42	0.77
MetLife Global 2.5 9/29/2015	59217GAC3	7/23/2012	605,347.35	595,000.00	611,100.70	2.500	1.310	9/29/2015	547	547	Moody's-AA3	82.64	0.92

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Days To Call/Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
<u>General Electric Cap Corp 2.25 11/9/2015</u>	<u>36962G4T8</u>	7/23/2012	507,615.04	500,000.00	513,280.00	2.250	1.280	11/9/2015	588	588	S&P-AA+	4,437.50	0.77
<u>General Electric Cap Corp 2.25 11/9/2015</u>	<u>36962G4T8</u>	10/10/2012	510,578.77	500,000.00	513,280.00	2.250	0.914	11/9/2015	588	588	S&P-AA+	4,437.50	0.78
<u>PFIZER INC 0.9 1/15/2017-14</u>	<u>717081DD2</u>	1/15/2014	498,216.04	500,000.00	498,235.00	0.900	1.030	1/15/2017	1021	1021	Moody's-A1	950.00	0.76
<u>General Electric Cap Corp 2.3 4/27/2017</u>	<u>36962G5W0</u>	4/27/2012	502,174.04	500,000.00	514,845.00	2.300	2.150	4/27/2017	1123	1123	S&P-AA	4,919.44	0.76
<u>US Bancorp 1.65 5/15/2017</u>	<u>911159HHD5</u>	5/11/2012	501,474.57	500,000.00	506,100.00	1.650	1.551	5/15/2017	1141	1141	S&P-A	3,116.67	0.76
<u>UNION BK CA MED TERM 2.125 6/16/2017</u>	<u>90520EAE1</u>	1/9/2013	512,497.99	500,000.00	503,455.00	2.125	1.322	6/16/2017	1173	1173	Moody's-A2	3,098.96	0.78
<u>Wells Fargo Co. 1.5 1/16/2018</u>	<u>94974BFG0</u>	5/14/2013	502,395.58	500,000.00	495,225.00	1.500	1.369	1/16/2018	1387	1387	Moody's-A2	1,562.50	0.76
<u>ALLERGAN INC 1.35 3/15/2018-14</u>	<u>018490AP7</u>	2/24/2014	495,220.76	500,000.00	488,990.00	1.350	1.600	3/15/2018	1445	1445	S&P-A+	300.00	0.75
<u>General Elec Cap 1.625 4/2/2018</u>	<u>36962G6W9</u>	5/14/2013	505,523.15	500,000.00	497,375.00	1.625	1.339	4/2/2018	1463	1463	Moody's-A1	4,039.93	0.77
<u>able Inc 1 5/3/2018</u>	<u>037833AJ9</u>	5/15/2013	497,776.30	500,000.00	484,675.00	1.000	1.112	5/3/2018	1494	1494	Moody's-AA1	2,055.56	0.76
Sub Total / Average			8,154,942.01	8,095,000.00	8,149,280.70	2.192	1.329		800	800		57,678.83	12.39
Local Government Investment Pool													
<u>Local Agency Investment Fund LGIP</u>	<u>LAI6000</u>	2/28/2009	17,407,072.79	17,407,072.79	17,407,072.79	0.236	0.236	N/A	1	1	None	0.00	26.45
Sub Total / Average			17,407,072.79	17,407,072.79	17,407,072.79	0.236	0.236		1	1		0.00	26.45
Municipal													
<u>Pacificca Pension GO 4.053 6/1/2014</u>	<u>69511AAD6</u>	9/17/2012	356,760.09	355,000.00	356,565.55	4.053	1.100	6/1/2014	62	62	Moody's-AA3	4,796.05	0.54
<u>Fullerton Redeem 4 9/1/2014</u>	<u>359817BR3</u>	11/4/2010	1,427,782.00	1,425,000.00	1,439,235.75	4.000	3.502	9/1/2014	154	154	Moody's-A	4,750.00	2.17
<u>Long Beach Ca Obligation 5.09 9/1/2014</u>	<u>54242VEX8</u>	2/2/2011	504,668.90	500,000.00	506,820.00	5.090	2.750	9/1/2014	154	154	Moody's-Aaa	2,120.83	0.77
<u>Gilroy Unif School 3.96 4/1/2015</u>	<u>376087CZ3</u>	6/30/2011	489,374.95	485,000.00	496,247.15	3.960	3.002	4/1/2015	366	366	Moody's-AA3	9,603.00	0.74
<u>Fresno Pension OB 4.408 8/15/2015</u>	<u>358266BU7</u>	5/11/2012	518,025.21	500,000.00	518,000.00	4.408	1.700	8/15/2015	502	502	Fitch-A	2,816.22	0.79
<u>Oceanside Ca Unified School Dist 4.5 5/1/2016</u>	<u>675383KK8</u>	6/3/2011	455,762.42	445,000.00	467,784.00	4.500	3.237	5/1/2016	762	762	Moody's-AA3	8,343.75	0.89
<u>Oceanside Ca Unified School Dist 4.5 5/1/2016</u>	<u>675383KK8</u>	7/23/2012	1,059,594.71	995,000.00	1,045,944.00	4.500	1.300	5/1/2016	762	762	Moody's-AA3	18,656.25	1.61
<u>Lake Tahoe Unified School District 0.8 1/2017</u>	<u>511012GEO</u>	11/19/2013	622,540.47	650,000.00	612,774.50	0.000	1.300	8/1/2017	1219	1219	Moody's-AA3	0.00	0.95
<u>UNION SCH DIST CA GO BD 1.573 9/1/2017</u>	<u>906573FA3</u>	11/29/2012	504,512.09	500,000.00	509,275.00	1.573	1.300	9/1/2017	1250	1250	Moody's-AA2	665.42	0.77
Sub Total / Average			5,939,020.84	5,855,000.00	5,952,645.95	3.630	2.264		556	556		51,741.52	9.02
US Agency													
<u>FHLMC 0.625 11/1/2016</u>	<u>3134G3S50</u>	10/19/2012	1,998,446.87	2,000,000.00	1,994,940.00	0.625	0.655	11/1/2016	946	946	Moody's-Aaa	5,208.33	3.04
<u>FHLB 0.55 11/7/2016</u>	<u>313382SY0</u>	5/7/2013	1,999,628.12	2,000,000.00	1,983,180.00	0.550	0.557	11/7/2016	952	952	Moody's-Aaa	4,400.00	3.04
<u>FFCB 1.41 9/6/2017</u>	<u>3133ECZ31</u>	9/6/2013	1,987,785.01	2,000,000.00	2,006,840.00	1.410	1.594	9/6/2017	1255	1255	Moody's-Aaa	1,958.33	3.02
<u>FHLMC 1.1 9/26/2017-14</u>	<u>3134G4QC5</u>	12/26/2013	1,744,299.73	1,750,000.00	1,739,430.00	1.100	1.196	9/26/2017	1275	1275	Moody's-Aaa	267.36	2.65
<u>FNMA Step 11/8/2017-13</u>	<u>3136G0Y39</u>	11/8/2012	2,000,000.00	2,000,000.00	1,976,180.00	0.700	1.019	11/8/2017	1318	38	Moody's-Aaa	5,561.11	3.04
<u>FNMA Step 11/15/2017-13</u>	<u>3136G03G4</u>	11/15/2012	1,998,911.56	2,000,000.00	1,980,160.00	0.700	0.991	11/15/2017	1325	45	Moody's-Aaa	5,288.89	3.04
<u>FNMA Step 11/21/2017-13</u>	<u>3136G04F5</u>	11/21/2012	2,000,000.00	2,000,000.00	1,989,120.00	0.750	1.119	11/21/2017	1331	45	S&P-AA+	5,416.67	3.04
<u>FNMA Step 12/13/2017-13</u>	<u>3136G07A3</u>	12/13/2012	1,999,229.40	2,000,000.00	1,986,140.00	0.700	1.059	12/13/2017	1353	74	Moody's-Aaa	4,200.00	3.04
<u>FNMA Step 12/26/2017-13</u>	<u>3136G1AAZ</u>	12/28/2012	2,000,000.00	2,000,000.00	1,989,380.00	0.750	1.044	12/26/2017	1366	270	Moody's-Aaa	3,958.33	3.04
<u>FNMA Step 12/27/2017-13</u>	<u>3136G14Y2</u>	12/27/2012	2,000,000.00	2,000,000.00	1,987,140.00	0.750	1.080	12/27/2017	1367	88	Moody's-Aaa	3,916.67	3.04
<u>FNMA Step 1/22/2018-13</u>	<u>3136G1AP4</u>	1/24/2013	1,998,854.44	2,000,000.00	1,981,420.00	0.700	1.124	1/22/2018	1393	22	S&P-AA+	2,683.33	3.04
<u>FNMA Step 1/30/2018-14</u>	<u>3136G1BZ1</u>	2/25/2013	1,994,551.67	2,000,000.00	1,987,000.00	0.625	1.231	1/30/2018	1401	30	Moody's-Aaa	2,083.33	3.03

Description	CUSIP/Tricker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Days To Call/Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
<u>ENMA Step 2/28/2018-13</u>	<u>313561DZ9</u>	2/28/2013	1,999,216.87	2,000,000.00	1,973,400.00	1.000	1.222	2/28/2018	1430	58	Moody's-Aaa	1,666.67	3.04
<u>FFCB 1.25 6/4/2018-13</u>	<u>3133ECQWZ</u>	6/4/2013	1,994,735.05	2,000,000.00	1,951,420.00	1.250	1.315	6/4/2018	1526	65	Moody's-Aaa	8,125.00	3.03
Sub Total / Average			27,715,658.72	27,750,000.00	27,525,750.00	0.827	1.065		1303	291		54,794.02	42.11
Total / Average			65,818,489.31	65,708,867.74	65,647,221.89	1.065	0.944		714	288		169,832.10	100

Tracker

PORTFOLIO ACCOUNTING & REPORTING

Rose Glazier @ Mono County

Begin Date: 12/31/2013 End Date: 3/31/2014 Portfolio/Report Group: All Portfolios View Report Close

1 of 1 Export to the selected format Export



Mono County Distribution by Security Sector - Book Value

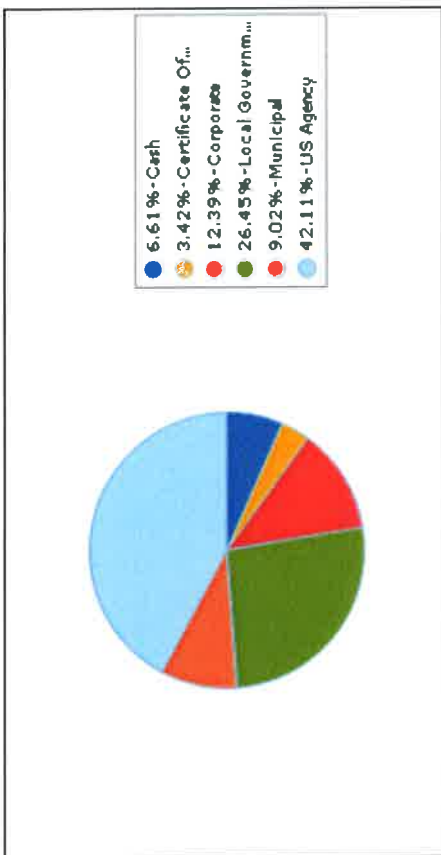
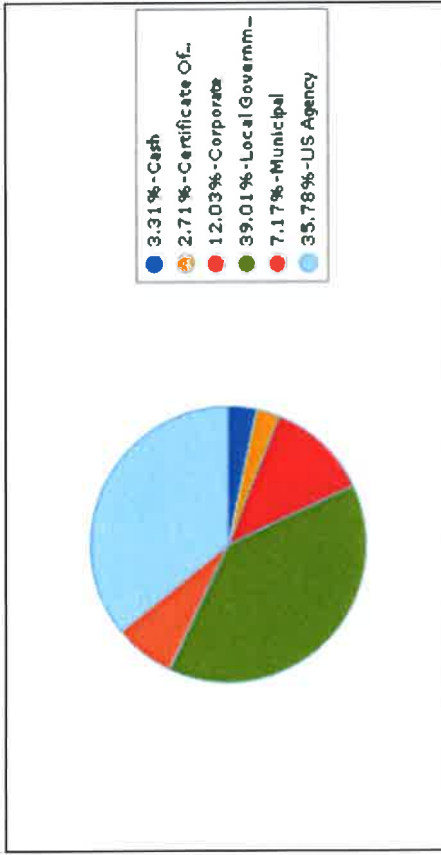
Begin Date: 12/31/2013, End Date: 3/31/2014

All Portfolios

Security Sector	Security Sector Allocation		% of Portfolio 3/31/2014
	Book Value 12/31/2013	% of Portfolio 12/31/2013	
Cash	2,745,988.64	3.31	4,351,794.95
Certificate Of Deposit	2,250,000.00	2.71	2,250,000.00
Corporate	9,986,931.44	12.03	8,154,942.01
Local Government Investment Pool	32,397,505.87	39.01	17,407,072.79
Municipal	5,957,435.61	7.17	5,939,020.84
US Agency	29,713,288.43	35.78	27,715,658.72
Total / Average	83,051,149.99	100.00	65,818,489.31

Portfolio Holdings as of 12/31/2013

Portfolio Holdings as of 3/31/2014



Tracker

PORTFOLIO ACCOUNTING & REPORTING

Rose Glazier @ Mono County

Begin Date: 12/31/2013 End Date: 3/31/2014 Portfolio/Report Group: All Portfolios [View Report](#) [Close](#)

1 of 1 Export to the selected format Export

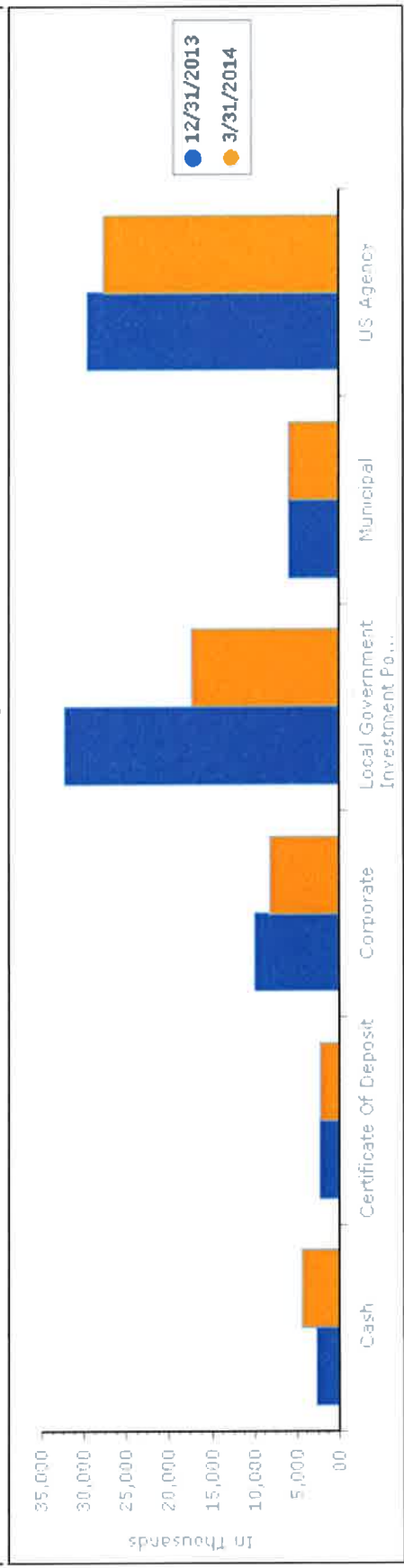


Mono County Distribution by Security Sector - Book Value All Portfolios

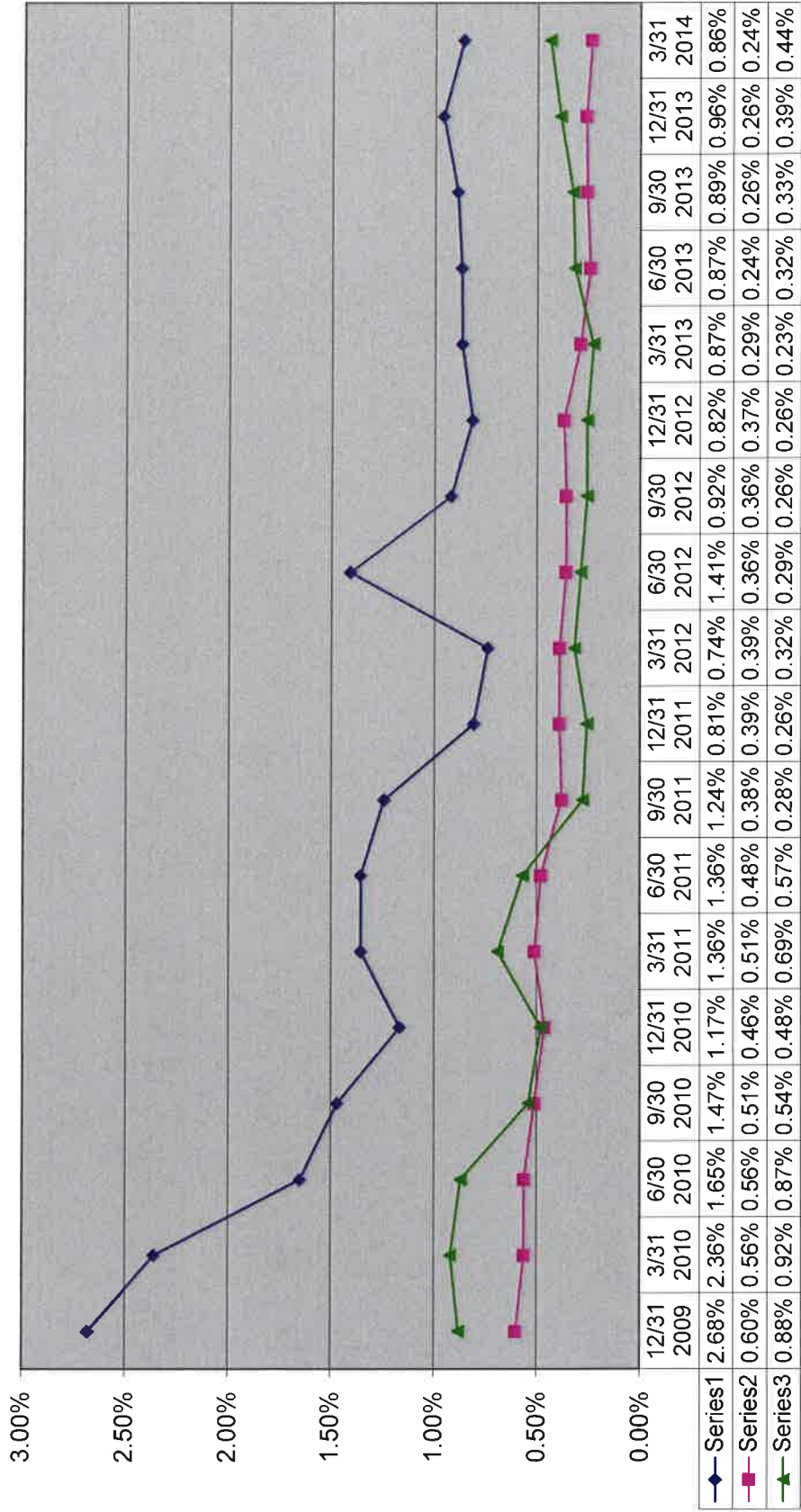
Begin Date: 12/31/2013, End Date: 3/31/2014

Security Sector	Book Value 12/31/2013	Security Sector Allocation % of Portfolio 12/31/2013	Book Value 3/31/2014	% of Portfolio 3/31/2014
Cash	2,745,988.64	3.31	4,351,794.95	6.61
Certificate Of Deposit	2,250,000.00	2.71	2,250,000.00	3.42
Corporate	9,986,931.44	12.03	8,154,942.01	12.39
Local Government Investment Pool	32,397,505.87	39.01	17,407,072.79	26.45
Municipal	5,957,435.61	7.17	5,939,020.84	9.02
US Agency	29,713,288.43	35.78	27,715,658.72	42.11
Total / Average	83,051,149.99	100.00	65,818,489.31	100.00

Portfolio Holdings



MONO COUNTY TREASURY POOL QUARTERLY YIELD COMPARISON





Mono County Transaction Summary by Action All Portfolios

Begin Date: 2/28/2014, End Date: 3/31/2014

Action	Settlement Date	CUSIP	Face Amount/ Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Deposit	3/12/2014	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	3/24/2014	OAKVALLEY0670	133.72	Oak Valley Bank Cash	100.00	133.72	0.00	0.00	133.72
Deposit	3/28/2014	LAIF6000	4,000,000.00	Local Agency Investment Fund LGIP	100.00	4,000,000.00	0.00	0.00	4,000,000.00
Deposit	3/31/2014	LAIF6000	9,566.92	Local Agency Investment Fund LGIP	100.00	9,566.92	0.00	0.00	9,566.92
Deposit	3/31/2014	OAKVALLEY0670	1,262.75	Oak Valley Bank Cash	100.00	1,262.75	0.00	0.00	1,262.75
Deposit	3/31/2014	OAKVALLEY0670	11,777,134.94	Oak Valley Bank Cash	100.00	11,777,134.94	0.00	0.00	11,777,134.94
Subtotal			17,788,098.33			17,788,098.33	0.00		17,788,098.33
Total Buy Transactions									
			17,788,098.33			17,788,098.33	0.00		17,788,098.33
Interest/Dividends									
Interest	3/1/2014	906573FA3	0.00	UNION SCH DIST CA GO BD 1.573 9/1/2017		0.00	3,932.50	0.00	3,932.50
Interest	3/1/2014	359817BR3	0.00	Fullerton Redev 4 9/1/2014		0.00	28,500.00	0.00	28,500.00
Interest	3/1/2014	54242VEK8	0.00	Long Beach Ca Obligation 5.09 9/1/2014		0.00	12,725.00	0.00	12,725.00
Interest	3/6/2014	3133ECZ31	0.00	FFCB 1.41 9/6/2017		0.00	14,100.00	0.00	14,100.00
Interest	3/15/2014	018490AP7	0.00	ALLERGAN INC 1.35 3/15/2018-14		0.00	3,375.00	0.00	3,375.00
Interest	3/17/2014	2027A0FQ7	0.00	Commonwealth Bank of Australia 2.125 3/17/2014		0.00	5,312.50	0.00	5,312.50
Interest	3/19/2014	254671GK0	0.00	Discover Bank 1.25 9/19/2016		0.00	1,549.66	0.00	1,549.66
Interest	3/19/2014	795450PF6	0.00	Sallie Mae Bank Murray UT 0.85 9/19/2014		0.00	1,053.77	0.00	1,053.77
Interest	3/19/2014	02005QS46	0.00	Ally Bank of Utah 1.1 9/21/2015		0.00	1,363.70	0.00	1,363.70
Interest	3/20/2014	3136G1G94	0.00	FNMA Step 3/20/2018-13		0.00	6,000.00	0.00	6,000.00
Interest	3/21/2014	33764JPM1	0.00	First Bank Puerto Rico 0.9 11/23/2015		0.00	172.60	0.00	172.60
Interest	3/24/2014	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	133.72	0.00	133.72
Interest	3/25/2014	594918AG9	0.00	Microsoft Corp 1.625 9/25/2015		0.00	4,062.50	0.00	4,062.50
Interest	3/26/2014	3134G4QC5	0.00	FHLMC 1.1 9/26/2017-14		0.00	4,812.50	0.00	4,812.50
Interest	3/29/2014	59217GAC3	0.00	MetLife Global 2.5 9/29/2015		0.00	7,437.50	0.00	7,437.50
Interest	3/31/2014	LAIF6000	0.00	Local Agency Investment Fund LGIP		0.00	9,566.92	0.00	9,566.92
Interest	3/31/2014	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,262.75	0.00	1,262.75
Subtotal			0.00			0.00	105,360.62		105,360.62



Mono County Transaction Summary by Action All Portfolios

Begin Date: 2/28/2014, End Date: 3/31/2014

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Total Interest/Dividends			0.00			0.00	105,360.62		105,360.62
Sell Transactions									
Matured	3/17/2014	2027A0FQ7	500,000.00	Commonwealth Bank of Australia 2.125 3/17/2014	0.00	500,000.00	0.00	0.00	500,000.00
Subtotal			500,000.00			500,000.00	0.00		500,000.00
Sell	3/26/2014	3136G1G94	2,000,000.00	FNMA Step 3/20/2018-13	0.00	1,993,000.00	233.33	0.00	1,993,233.33
Subtotal			2,000,000.00			1,993,000.00	233.33		1,993,233.33
Withdraw	3/31/2014	OAKVALLEY0670	12,432,612.32	Oak Valley Bank Cash	0.00	12,432,612.32	0.00	0.00	12,432,612.32
Subtotal			12,432,612.32			12,432,612.32	0.00		12,432,612.32
Total Sell Transactions			14,925,612.32			14,925,612.32	233.33		14,925,845.65



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 13, 2014

Departments: Community Development

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

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scott Burns, Gerry Le Francois

SUBJECT Permit Fee Waiver Requests

AGENDA DESCRIPTION:

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

Consider request for permit fee waiver for lot line adjustments by Fire Protection Districts and for expanded home occupation permits for disabled veterans.

RECOMMENDED ACTION:

1. Consider waiving lot line adjustment fees for Fire Protection Districts, finding that such waivers serve a public purpose; and
2. Consider waiving expanded home occupation fees for disabled veterans, consistent with Section 935 of the Military and Veterans Code.

FISCAL IMPACT:

Approximately \$1,000 impact to General Fund this fiscal year, with occasional similar impact in future years.

CONTACT NAME: Scott Burns

PHONE/EMAIL: 924-1807 / sburns@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
5/7/2014 4:21 PM	County Administrative Office	Yes
5/7/2014 6:18 PM	County Counsel	Yes
5/6/2014 9:28 AM	Finance	Yes

Mono County Community Development Department

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

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

May 6, 2014

To: Board of Supervisors

From: Gerry LeFrancois, Principal Planner
Scott Burns, Director

Re: Planning Permit Fee Waivers

Recommendation

1. Consider waiving lot line adjustment fees for Fire Protection Districts, finding that such waivers serve a public purpose; and
2. Consider waiving expanded home occupation fees for disabled veterans, consistent with Section 935 of the Military and Veterans Code.

Fiscal Impact

Approximately \$1,000 impact to General Fund this fiscal year, with occasional similar impacts in future years.

Discussion

There are two requests for permit fee waivers. Supervisor Stump is requesting a fee waiver for a lot line adjustment for the Wheeler Crest Fire Protection District, and a disabled veteran applicant is requesting a waiver of the permit fee for an expanded home occupation in Bridgeport. Each project has a base permit fee of \$495.

County Counsel advises that a public purpose must be served when granting a waiver, and recommends that if granting such requests, the Board grant a waiver to the broader class of fire protection districts and/or disabled veterans in general, rather than to a specific district or individual.

Recent changes to the state Military and Veterans Code initiated by Mono County (see attached) allows your Board to grant financial assistance, relief and support to a disabled veteran. The Planning Commission is scheduled to consider the expanded home occupation request May 8. The Land Development Technical Advisory Committee has not yet scheduled the lot line adjustment application.

ATTACHMENT

Military and Veterans Code excerpt

Assembly Bill No. 151

CHAPTER 689

An act to add Article 1.5 (commencing with Section 935) to Chapter 5 of Division 4 of the Military and Veterans Code, relating to veterans.

[Approved by Governor October 10, 2013. Filed with Secretary of State October 10, 2013.]

LEGISLATIVE COUNSEL'S DIGEST

AB 151, Olsen. Local government: disabled veterans: assistance.

Existing law authorizes the board of supervisors of any county to grant financial assistance, relief, and support to indigent veterans, as provided. Existing law requires that the assistance, relief, and support be administered through and by any military, naval, or marine organization created for the purpose of aiding, relieving, and supporting such veterans, as specified.

This bill would authorize the governing board of a county to grant financial assistance, relief, and support to a disabled veteran, as defined.

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

SECTION 1. Article 1.5 (commencing with Section 935) is added to Chapter 5 of Division 4 of the Military and Veterans Code, to read:

Article 1.5. Disabled Veterans

935. (a) The governing board of any county may grant financial assistance, relief, and support to a disabled veteran, as defined in Section 999.

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 13, 2014

Departments: Economic Development

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jeff Simpson/Alicia Vennos

SUBJECT Fish Fine Fund Expenditure

AGENDA DESCRIPTION:

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

Staff, with approval from the Mono County Fisheries Commission, is requesting Board approval to utilize \$6,603.04 in the Fish and Game Fine Fund budget in order to enhance early season fish stocking. (Four-fifth vote required.)

RECOMMENDED ACTION:

That the Board consider and approve the recommendation by the Mono County Fisheries Commission to use \$6,603.04 out of the Fish and Game Fine Fund for additional fish stocking before the end of this fiscal year. Appropriate \$3,603.04 from fund balance to increase special department expenditures by \$3,603.04. (Four-fifth vote required.)

FISCAL IMPACT:

\$6,603.04. This expenditure comes from the existing fund balance and Special Department Expense, currently budgeted in the Fish and Game Fine Fund.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

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SEND COPIES TO:

Roberta Reed: RReed@mono.ca.gov
Alicia Vennos: AVennos@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
5/7/2014 4:21 PM	County Administrative Office	Yes
5/7/2014 6:19 PM	County Counsel	Yes
5/7/2014 5:00 PM	Finance	Yes



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 2415, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-1700 • (760) 924-1701 (Fax)

Alicia Vennos
Economic Development Manager
Avennos@mono.ca.gov
760-924-1743

Jeff Simpson
Economic Development Assistant
Jsimpson@mono.ca.gov
760-924-4634

STAFF REPORT

SUBJECT: Fish and Game Fine Fund expenditure for additional fish stocking.

RECOMMENDATION: That the Board consider and approve the recommendation by the Mono County Fisheries Commission to use \$6,603.04 out of the Fish and Game Fine Fund for additional fish stocking before the end of this fiscal year. Appropriate \$3,603.04 from fund balance to increase Special Department expenditures by \$3,603.04. (Four-fifth vote required.)

BACKGROUND: On May 7, 2014, the Mono County Fisheries Commission approved the expenditure of \$6,603.04 from the Fish and Game Fine Fund to be used for additional, early season fish stocking. The Fisheries Commission felt this money would be best spend on fish stocking in preparation for the busy summer fishing months. The agenda item passed 4-0 with no abstentions.

DISCUSSION: Fish stocking is a permissible use of the Fish and Game Fine Fund money per the Fish and Game Code Section 13103 article (d).

FISCAL IMPACT: Mono County receives roughly \$7,500.00 on an annual basis from the Department of Fish and Wildlife. Currently \$3,000.00 is available in the budget for this expenditure. The cash balance remaining in the account is \$14,708.69 and staff is requesting to use \$3,603.04 to reach the total amount approved of \$6,603.04 for stocking. This will leave \$8,105.65 remaining in the cash balance.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 13, 2014

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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No Attachments Available

History

Time

Who

Approval

4/28/2014 11:35 AM	County Administrative Office	Yes
5/7/2014 6:17 PM	County Counsel	Yes
4/23/2014 9:45 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 13, 2014

TIME REQUIRED

SUBJECT

Closed Session - Conference with
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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History

Time	Who	Approval
5/7/2014 4:20 PM	County Administrative Office	Yes
5/7/2014 6:22 PM	County Counsel	Yes
5/7/2014 5:11 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 13, 2014

TIME REQUIRED

SUBJECT Closed Session - Conference with
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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YES NO

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No Attachments Available

History

Time	Who	Approval
5/7/2014 4:20 PM	County Administrative Office	Yes
5/7/2014 6:22 PM	County Counsel	Yes
5/7/2014 5:12 PM	Finance	Yes