



# 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 August 5, 2014

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. APPROVAL OF MINUTES**

**A. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on July 8, 2014.

**B. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on July 15, 2014.

**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. USFS Lease/Permit for Hunewill Communications Site**

Departments: County Counsel, CSA #5

USFS Lease/Permit for Hunewill Communications Site for use as a telecommunications site by CSA #5.

**Recommended Action:** 1. Approve and authorize the County Administrative Officer, in consultation with County Counsel, to submit an Application for Utility Systems and Facilities on Federal Lands to the Humboldt-Toiyabe National Forest for the purpose of securing a new 30-year lease for the Hunewill Communications Site, with an annual fee not exceeding \$3,000 for 2014 and, each year thereafter, not exceeding approved Forest Service rates. 2. Authorize the CAO, in consultation with County Counsel, to approve and execute Site Lease. Provide any other desired direction to staff.

**Fiscal Impact:** Forest Service lease fees depend on the uses on the property. The current charge (with no active uses) is \$150.00 annually, paid from CSA #5 funds. The addition of a wireless telecommunications facility and Sheriff's emergency radio responder (as proposed by CSA #5) would increase the fee to approximately \$2,800.00 per year. The CSA proposes to pass this cost through to the providers of those services.

**B. Certificates of Compliance**

Departments: Veterans Service

This is a standard renewal of the Certificates of Compliance as filed in the past by the County. They certify to the State that in fact a Veterans Service Officer has been appointed and the duties of the VSO are in compliance with code.

**Recommended Action:** Approve and authorize the Chairman's signature on the Subvention and Medi-Cal Certificates of Compliance for 2014/2015 fiscal year.

**Fiscal Impact:** None.

**C. Mono City Right-of-Way Grant with BLM**

Departments: Public Works and Community Development

Right-of-Way Grant for Mono City Secondary Ingress/Egress Gravel Road with BLM.

**Recommended Action:** 1. Approve, and authorize the Chairman to sign, thirty (30) year renewable right-of-way grant from BLM for the Mono City Secondary Ingress/Egress Gravel Road, consistent with the certified Mitigated Negative Declaration and Mitigation Monitoring Plan. 2. Approve, and authorize the Chairman to sign, Certificate of Acceptance authorizing the right-of-way grant to be recorded.

**Fiscal Impact:** The Public Works Department has proposed a project budget of \$40,000 for the 2014-15 Fiscal Year, with approximately \$25,000 to be provided by the Mono City Fire Protection District (FPD) for a net county cost of \$15,000.

**D. Request for Approval to Recruit for Public Works Maintenance Worker II**

Departments: Public Works; Human Resources

Due to a resignation of the Maintenance Worker II John McKnight, Public Works (PW) has followed the Mono County Public Employees MOU protocol to fill that vacancy. Road Area 3 is responsible for supervising staff that maintain over 170 miles of roadways in and around LeeVining and June Lake areas. During summer months this employee will supervise road maintenance staff and maintenance and snow removal on approximately 27 miles of paved and 143 miles of dirt roads. During winter 27 miles of snow removal and 4.34 miles of spring opening snow removal are under their responsibility. This position is critical in ensuring day-to-day operations of road maintenance and snow removal operations in LeeVining and June Lake areas. If this position is not filled it will require additional help from other districts (if possible) during winter and summer for snow removal, traffic control, road maintenance and other tasks. One fewer snow removal operator directly results in slower response times and a reduction in level of service to constituents.

**Recommended Action:** Authorize Public Works Director, in consultation with Human Resources, to recruit in-county to fill an existing 9/3 shared Maintenance worker II vacancy in Facilities/Road district 3 (Lee Vining). Provide any desired direction to staff.

**Fiscal Impact:** The funding source for this position is (Nine months) general fund and for (Three months) Road Fund. The total cost for a full fiscal year (14/15) is \$62,579 of which \$36,672 is salary.

**E. Request for Approval to Recruit for Public Works Maintenance Supervisor**

Departments: Public Works; Human Resources

Due to a resignation of the Road Area 4/5 (Bridgeport/Walker) Supervisor, Public Works (PW) has followed the Mono County Public Employees MOU protocol to fill that vacancy. Road Area 4/5 is responsible for supervising staff that maintain over 173 miles of roadways in and around Bridgeport and Walker/Coleville areas and supporting administration in time keeping, project management and annual staff evaluations. During summer months this employee will supervise road maintenance staff and maintenance and snow removal on approximately 42 miles of paved and 131 miles of dirt roads. During winter 31 miles of snow removal and 29 miles of spring opening snow removal are under their supervision. This position is critical in ensuring day-to-day operations of road maintenance and snow removal operations in Bridgeport and Walker/Coleville areas. If this position is not filled it will require additional help from other districts (if possible) during winter and summer for snow removal, traffic control, road maintenance and other tasks. One fewer snow removal operator directly results in slower response times and a reduction in level of service to constituents. If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

**Recommended Action:** Authorize Public Works Director, in consultation with Human Resources, to recruit in-county to fill an existing Maintenance Supervisor vacancy in Road Area 4/5 (Bridgeport/Walker). Provide any desired direction to staff.

**Fiscal Impact:** The funding source for this position is out of the Road Fund. This funding is for the entire fiscal year. The total cost for a full fiscal year (14/15) is \$88,355 of which \$46,920 is salary.

**F. Approval of At-Will Contract for David Anderson, Assistant District Attorney**

Departments: County Administrator

Proposed resolution approving a contract with David Anderson as Assistant District Attorney and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Approve Resolution #R14-\_\_\_\_, approving a contract with David Anderson as Assistant District Attorney, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The cost of this position for the remainder of FY 14/15 is approximately \$ 182,248.47 of which \$114,324.00 is salary; \$ 24,530.50 is the employer portion of PERS, and \$43,393.97 is the cost of the benefits and is included in the CAO recommended 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. American Lung Association**

Departments: Clerk of the Board

Correspondence received from Kimberly Amazeen, Vice President, Programs and Advocacy for the American Lung Association regarding the State of Tobacco Control Report - Updated Grading Methodology.

**B. JRP Historical Consulting, LLC**

Departments: Clerk of the Board

Letter from Christopher McMorris, Partner of JRP Historical Consulting, LLC, regarding Convict Lake Road Rehabilitation.

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**9. REGULAR AGENDA - MORNING**

**A. Ordinance Amending Mono County Code Section 2.36.030 Related to Votes Required for the Transaction of Business by the Planning Commission**

Departments: Community Development, County Counsel

15 minutes (5 minute presentation; 10 minute discussion)

(Scott Burns, Stacey Simon) - Proposed ordinance Amending Section 3.36.030 of the Mono County Code Relating to Votes Required for the Transaction of Business by the Planning Commission.

**Recommended Action:** Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

**B. Quarterly Investment Report**

Departments: Finance

15 minutes (5 minute presentation; 10 minute discussion)

(Leslie Chapman) - Treasury Status report for the quarter ended June 30, 2014 and monthly transaction report for June, 2014.

**Recommended Action:** Review reports, provide feedback and direct questions to the County Finance Director.

**Fiscal Impact:** None.

**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, 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 -- Human Resources**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Human Resources Director/Risk Manager.

**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: Inland Aquaculture Group, LLC v. Mono County et al.

**D. Closed Session - Conference With Legal Counsel**

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

**12. REGULAR AGENDA AFTERNOON- NONE**

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 5, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on July 8, 2014.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Linda Romero

**PHONE/EMAIL:** x5534 / lromero@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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[07-08-14 draft](#)

#### History

Time	Who	Approval
7/22/2014 11:22 AM	County Administrative Office	Yes
7/29/2014 1:15 PM	County Counsel	Yes
7/23/2014 8:27 AM	Finance	Yes



**DRAFT MEETING MINUTES  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA**

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

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

**Regular Meeting  
July 8, 2014**

Flash Drive	#1016
Minute Orders	M14-124 to M14-128
Resolutions	R14-42 to R14-44
Ordinance	Ord14-03 NOT USED

9:00 AM Meeting Called to Order by Chairman Johnston.  
*Supervisors present: Fesko, Hunt, Johnston and Stump*  
*Supervisor absent: Alpers*

*Break: 10:22 am*  
*Reconvene: 10:35 am*  
*Adjourn: 11:28 am*

Pledge of Allegiance led by Supervisor Fesko

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

2. APPROVAL OF MINUTES - NONE

3. PRESENTATIONS

A. Pretrial, Probation and Parole Week

Departments: Probation

(Karin Humiston) - Presentation of Proclamation by the Mono County Board of



Supervisors regarding Pretrial, Probation & Parole Week.

**Action:** Approve Proclamation of the Mono County Board of Supervisors declaring July 13-19, 2014 as Pretrial, Probation and Parole Week.

**Hunt moved; Stump seconded**

**Vote: 4 yes; 0 no; absent Alpers**

**M14-124**

**Karen Humiston, Director of Probation**

- Explained background of service and importance
- Chairman Johnston read proclamation and made presentation.

#### 4. BOARD MEMBER REPORTS

**Supervisor Alpers: absent-attending meetings in Washington, DC**

**Supervisor Fesko:**

- July 4, Participated in Bridgeport 4<sup>th</sup> of July parade.
- July 5, Attended flag raising at Centinall Bluffs and then a BBQ.
- July 6, Officiated Marc and Amanda Lenihan's wedding.

**Supervisor Hunt:**

- July 5, Discussed MOU with CalTrans on Conway Ranch.
- July 4, Participated in Bridgeport 4<sup>th</sup> of July parade, attended the fireworks and rodeo.
- July 7, Working towards approving EIR on the Dunes (Peeler area).
- Shared pictures from Board meeting on July 1<sup>st</sup> flag raising ceremony outside of the County Court House.

**Supervisor Stump:**

- July 4, Volunteer as a dispatcher at impromptu command post – they could not afford overtime.
- July 7, Met with county employees/management: shared comments and concerns expressed. Would like to agendaize for next meeting.
- Would like to honor/acknowledge Mike Farris, currently in Bagdad.

#### 5. COUNTY ADMINISTRATIVE OFFICE

**CAO Report regarding Board Assignments**

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

**Jim Leddy:**

- Attended Coffee with the CAO in north county: focus was on budge.
- South County Coffee with the CAO: discussion on van pool/smaller car pools.
- Supervisor Alpers is in Washington DC attending meetings on land exchange bill, USFS Cabin Fee bill, power line route issues, (traveling on own funds).
- Family enjoyed front row seats at the Crowley fireworks.
- Family has been here for one week and settling in.
- Viewed Bridgeport 4<sup>th</sup> of July festivities on Thursday the 3<sup>rd</sup>.

- **Supervisor Johnston's float was awesome.**

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. Letter Opposing Sage Grouse Hunting Permits

Departments: Planning

Letter to California Fish and Game Commission opposing the issuance of hunting permits for sage grouse in the North and South Mono Management Zones

**Action:** Approve and authorize Chair to sign letter of opposition.

**Fesko moved; Hunt seconded**

**Vote: 4 yes; 0 no; absent Alpers**

**M14-125**

B. Drainage Easement for the Bridgeport Streets Rehabilitation Project

Departments: Public Works

Last summer a thunderstorm caused localized flooding along Aurora Canyon Road in Bridgeport and a property owner wishes to grant a drainage easement to facilitate construction of new culvert that will mitigate future flooding.

**Action:** Adopt resolution R14-42, authorizing the Public Works Director to accept and consent to recordation of a drainage easement necessary for addition of a new culvert on Aurora Canyon Road.

**Fesko moved; Hunt seconded**

**Vote: 4 yes; 0 no; absent Alpers**

**R14-42**

C. USGS Joint Funding Agreement

Departments: Community Development

United States Geologic Service (USGS) Joint Funding Agreement for the Long Valley Hydrologic Monitoring Program and proposed amendment to agreement.

**Action:**

1. Approve and ratify November 18, 2013 Joint Funding Agreement with the USGS.

**Fesko moved: Hunt seconded**

**Vote: 4 yes; 0 no; absent Alpers**  
**M14-126**

2. Approve and authorize the community development director to sign the amendment to the USGS Joint Funding Agreement 14WSCA600095610.

**Fesko moved: Hunt seconded**  
**Vote: 4 yes; 0 no; absent Alpers**  
**M14-127**

D. Desert Springs Trout Farm Trout Stocking Contract

Departments: Economic Development

Proposed agreement with Desert Springs Trout Farm for the provision of Trout Stocking services.

**Action:** Approve County entry into proposed contract and authorize Jim Leddy, CAO to execute said contract on behalf of the County.

**Fesko moved: Hunt seconded**  
**Vote: 4 yes; 9 no; absent Alpers**  
**M14-128**

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. SCE 2015 Greenhouse Gas Cost and Revenue Forecast

Correspondence dated June 25, 2014 from Southern California Edison, regarding their 2015 GHG Cost and Revenue Forecast and Reconciliation Application, A.14-06-010.

\*\*\*\*\*

*The Board acknowledged receipt of the correspondence.*

9. REGULAR AGENDA - MORNING

A. Resource Efficiency Plan

Departments: Planning

(Jeff Henderson, Leeanne Singleton, Wendy Sugimura) - Workshop on the Resource Efficiency Plan as part of the General Plan Update and accompanying environmental review.

Conduct workshop on the Draft Resource Efficiency Plan.

**Action:** Adopt inclusion into the General Plan Update and accompanying environmental review.

- **Wendy Sugimura, CDD Associate Analyst**

- Delivered background information to project.
- **Jeff Henderson, Pacific Municipal Consultants**
  - Power point presentation.
  - Plan is designated to save energy money, support local sustainability issues, streamline how Mono County complies with CEQA and other agencies, cost savings for future development, funding from grant issued to the county two years ago, accounts for completed energy efficiency actions (solar panels, windows, exhaust pollution removal systems).
  - Plan consists of: 1. Greenhouse gas emissions inventories, 2. Greenhouse gas emissions forecasts & reduction targets, 3. Greenhouse gas reduction policies, 4. Monitoring and reporting tool.
- **Board Comments:**
  - Johnston: Methane release figures are misleading, need to clarify on report.
  - Stump: Emissions in Mono County is 0.031%. Counties are different sizes, perhaps break down by acre? Figure 4, page 10 graph needs to be by scale. Equity issue concerns.
  - Hunt: Education process is critical.
  - Fesko: Plan may be making lives much more difficult; appreciate work done by CDD staff.
  - Johnston: Mono County is leading the way and proud of that; energy efficiency and the HERO program.
- **Wendy Sugimura**
  - This plan offers resources/benefits to residents.
  - Staff on project included Heather deBethizy, Cedar Barager, Energy Task Force, Building, CAO.

Workshop only – no action taken.

#### B. Continuation of Public Hearing: 2014-15 Fee Workshop

(Leslie Chapman, Roberta Reed) - Public hearing and workshop regarding the adoption of fees for fiscal year 2014-15 for both general government and enterprise operations.

#### **PUBLIC HEARING OPEN: 10:00 A.M.**

**Action:** Adopt Resolution R14-43 authorizing new and effective fees for certain county permits and other services, and authorizing the Finance director to compile and maintain one or more lists of county fees for fiscal year 2014-15.

- **Roberta Reed, Assistant Finance/Auditor**
  - Code Compliance figures were wrong on previous report. Fees have been corrected.
  - Lowered fees do not need to be published or have a regulation adopted.

**10:40 am Public Hearing Closed**

Discussion:

- **Stump: When was the last time the building department's hourly rates were increased.**
- **Tom Perry, Building Inspector**
  - Referred to Resolution R12-42. Copy of resolution was distributed.
- **Rob DeForrest, EMS**
  - Discussion on stand-by rate.
- **Marshall Rudolph, County Counsel**
  - An asterisk can be added by the minimum amount with additional wording: higher amount may be contracted.
- **Louis Molina, Environmental Health**
  - Limited staff for inspections.
  - Implementing shifting staff at times for coverage.
- **Marshall Rudolph**
  - Fees cannot exceed actual cost.
  - Use reasonable methodology/rationale to set fees.
- **Tony Dublino, Solid Waste**
  - Led discussion on methane capture system.
- **Much discussion on Mail Box Encroachment Fee**
  - All new mail boxes will have a fee of \$10.
- **Tom Perry, Building Inspector**
  - Fee can be included in building permit.

**Hunt moved: Stump seconded**

**Vote: 3 yes; 1 no Fesko; absent Alpers**

**R14-43**

**Action:** Adopt Resolution R14-44 authorizing new, increased and effective fees for certain solid waste facility and other enterprise service fees.

**Hunt moved; Stump seconded**

**Vote: 3 yes; 1 no Fesko; absent Alpers**

**R14-44**

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

*No one spoke.*

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 Real Property Negotiators

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice Valley Landfill. Agency negotiators: Tony Dublino, Jim Leddy, Stacey Simon, Marshall Rudolph. Negotiating parties: Mono County and Los Angeles Department of Water and Power. Under negotiation: Price and terms of payment.

C. Closed Session - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Facts and circumstances: claim against the County filed by Youssef Boulaalam.

D. Closed Session - Conference with Legal Counsel

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

REGULAR AGENDA AFTERNOON - NONE

ADJOURN 11:28 a.m.

ATTEST:

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LARRY K. JOHNSTON  
CHAIRMAN

---

LINDA ROMERO  
ACTING CLERK OF THE BOARD



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 5, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on July 15, 2014.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[07-15-14 draft](#)

#### History

Time	Who	Approval
7/22/2014 11:22 AM	County Administrative Office	Yes
7/29/2014 1:23 PM	County Counsel	Yes
7/23/2014 8:28 AM	Finance	Yes



**DRAFT MEETING MINUTES  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA**

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

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

**Regular Meeting  
July 15, 2014**

Flash Drive	Portable Recorder
Minute Orders	M14-129 to M14-139
Resolutions	R14-45 NOT USED
Ordinance	Ord14-03 NOT USED

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

*Supervisors present: Alpers, Fesko, Hunt, Johnston and Stump.  
Supervisors absent: None.*

*Break: 10:11 a.m.  
Reconvene: 10:20 a.m.  
Lunch/Closed Session: 1:12 p.m.  
Reconvene: 2:03 p.m.  
Adjourn: 3:28 p.m.*

Pledge of Allegiance led by Supervisor Hunt.

Due to scheduling conflicts, some items were taken out of order at today's meeting.

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

**Rick Phelps (High Sierra Energy Foundation):**

- Spoke about recent accomplishments; update on program.
- Outreach kit – left a sample with CAO Leddy.

**Note**

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



## 2. APPROVAL OF MINUTES

### A. Board Minutes

Departments: Clerk of the Board

**Action:** Approve Minutes of the Special Meeting held on June 27, 2014.

**Alpers moved; Hunt seconded**

**Vote: 5 yes; 0 no**

**M14-129**

### B. Board Minutes

Departments: Clerk of the Board

**Action:** Approve Minutes of the Regular Meeting held on July 1, 2014.

**Hunt moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M14-130**

## 3. PRESENTATIONS – NONE

## 4. BOARD MEMBER REPORTS

### **Supervisor Alpers:**

- Attended Bridgeport 4<sup>th</sup> of July parade, it was well organized and the attendance was off the charts.
- Spent last week in Washington, D.C. at the request of MMSA. Did this at his own expense, traveled with Rusty Gregory and Ron Cohen; a variety of issues were addressed. Spoke with legislators. Discussed Land Trade issue; the way Washington works is very frustrating, however he does feel it was productive. Washington D.C. is on edge security-wise right now.

### **Supervisor Fesko:**

- Antelope Valley Lion's Club – board received a thank you for the help on community center; he echoes that.
- Fishing Derby in Antelope Valley is going on now; there have been some nice fish stocked.
- We had large hailstorm yesterday in Bridgeport.
- 7/11 – Mono County Tourism: took ATV's out on a filming gig, interested to see the footage.

### **Supervisor Hunt:**

- The summer has been in full swing; a lot of great activities in the county.
- World Cup – usually not much of soccer fan but really enjoyed watching it.

### **Supervisor Johnston:**

- Attended ARC meeting.
- Did a lot of 4<sup>th</sup> of July clean-up.

### **Supervisor Stump:**

- Wednesday, attended meeting in June Lake with Fire Safe Council and county staff, would county consider adopting local ordinance relating to reducing hazard of fire in certain areas? Not realistic to do an ordinance at this time.
- Thursday, attended Planning Commission meeting regarding constituent issue. Thanked staff.

### **Note**

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

- Conference call with Nate and RACE Communications; areas of grant clarified. Encouraged them to try to work with Public Works while we're rehabilitating the Chalfant Streets in getting conduit placed.
- Mentioned and passed out HERO fliers.

## 5. COUNTY ADMINISTRATIVE OFFICE

### CAO Report regarding Board Assignments

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

#### **Jim Leddy:**

- Attended MAG meeting.
- Had great turn out at Coffee with CAO.
- Working on reducing Employee Commute costs.
- Tied with another county for highest ribbon winning county in state at the fair; we won three awards. Would like a special presentation at the 8/12/14 meeting.

## 6. DEPARTMENT/COMMISSION REPORTS

#### **Marshall Rudolph:**

- Introduced Alexandra Braverman; interning in office for the summer.

## 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. Medi-Cal Managed Care Services Agreements

Departments: Public Health and Behavioral Health

Proposed contracts (2) between Blue Cross of California Partnership Plan (BCCPP) and Mono County on behalf of its Public Health Department and between BCCPP and Mono County on behalf of its Behavioral Health Department. Proposed contracts (2) between California Health and Wellness and Mono County on behalf of its Public Health Department California Health and Wellness Plan and Mono County on behalf of its Behavioral Health Department to assure coordination between these Medi-Cal managed care organizations and county agencies. Medi-Cal managed care contractors are required by the California Department of Health Care Services to contract with Local Health Departments and Behavioral Health Services to make available certain services to their Members.

**Action:** Approve County entry into four proposed contracts and authorize Lynda Salcido, Public Health Director, to execute those two contracts related to the Department of Public Health on behalf of the County, and authorize Robin Roberts, Behavioral Health Director, to execute those two contracts related to the Department of Behavioral Health on behalf of the County.

**Fesko moved; Hunt seconded**

#### **Note**

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

**Vote: 5 yes; 0 no**  
**M14-131**

B. Request to fill position

Departments: Probation

(Karin Humiston) – Requesting approval to recruit for a Deputy Probation Officer I/II position replacing Christine Cauble.

**Action:** Approve recruitment for a Deputy Probation Officer I/II Position, replacing Christine Cauble.

**Fesko moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M14-132**

**Pulled by Supervisor Fesko:**

- Wanted to make sure that the public knew this position was fully funded, not part of general fund.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Antelope Valley Lions Club

Departments: Clerk of the Board

Thank you letter from Antelope valley Lions Club.

**Supervisor Fesko:**

- There will be an open house July 26, 2014 for anyone wanting to go; there is an entrance fee.
- Voiced additional thanks for the county's help.

\*\*\*\*\*

*The Board acknowledged receipt of the correspondence.*

9. REGULAR AGENDA – MORNING

A. Conway Ranch Conservation Easement

Departments: Board of Supervisors; Public Works, County Counsel

(Tony Dublino, Marshall Rudolph) – Proposed Conservation Easement (and associated management plan) on Conway Ranch and Mattly Ranch.

**Action:** None.

**Tony Dublino:**

- This is being brought back to Board again for discussion; not looking for final approval today.
- Specific language in draft is not necessarily reflective of final language.

**Note**

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The draft does represent staff concepts; their best efforts. He feels it also reflects the opinion of the Board.

- There are some suggested changes that were *not* incorporated.
- Quickly ran through list of proposed changes.

**Marshall Rudolph:**

- Advised Board that he handed out a different version of what was in the packet.
- Explained that staff is looking for consensus from the Board as they've never formally weighed in.
- Right now, they're looking for comments on two documents.
- Reiterated that it's not possible to incorporate changes of every interested party; there's no sweet spot that makes everybody happy. This is an attempt to compromise and balance interest.
- The Land Trust has really been working closely with the county; it's a definite collaboration.
- Addressed issue of DWP's water rights.
- Leaving the grazing open to livestock might be better.

**Supervisor Hunt:**

- This whole project has been through a very thorough process; has been going on for a year and a half. We've reached a point of compromise, where we can start to put this into place.
- We're at the point to add and get this thing done.
- Thanked the Eastern Sierra Land Trust; this has been a lengthy and very unique process.

**Supervisor Alpers:**

- He supports the lengthy process that's been gone through.
- The Board has not taken a stand yet because this is a decision for all time. Once it's adopted, that's it.
- General consensus is that people want a conservation easement on the property.
- He feels this has been a very transparent process.
- Went over some specific points.
- Mattly/groundwater discussion.
- Wants to be able to explain to his constituents what steps are next for people wanting to plan a project.

**Supervisor Fesko:**

- Asked about the language about endangered aquatic species.
- Feels it has been a very open process; he feels everyone has had a chance to openly comment.
- Has issues with several sections; went over them.
- Discussion about groundwater limits.

**Supervisor Stump:**

- Referenced water rights/letter from DWP.
- Asked for clarification on Mattly; whether it's included or not?
- Asked about utilization of map.
- Discussion about term "reasonable"; another term we can use?
- Need to leave room for small scale agriculture, potentially.
- His vision was that the conservation easement would be an umbrella to address future concerns: we've strayed into the planning process of a conservation easement.
- Thanked Gaye Mueller for being here too. Wants to make sure everyone knows how much work is being done.

**Supervisor Johnston:**

**Note**

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- He feels that the Specific Plan should have been tackled first; he's disappointed that this broader view wasn't conducted.
- He's assuming that the Specific Plan WILL be revised?
- Question about section relating to paving.
- 35 foot height limit; too tall.
- Hunting and snowmobiling are incompatible with property.
- Agrees Mattly Ranch restriction; groundwater issue.
- Livestock grazing; should be restricted to sheep.
- Lighting on motion sensors only.
- Big Horn Sheep.
- Wanted to make sure whatever is constructed out there needs to be camouflaged.

**Karen (Eastern Sierra Land Trust):**

- Discussion about small scale agriculture; something would need to be drafted.
- Discussion about paving section; limiting it to access road? Within 75 acres?
- Best easements have measurable standards in them; gray areas make it difficult to monitor.

**Board Consensus Discussion:**

- Water issue: limits? Keep limits as suggested.
- Sheep vs. livestock: include livestock.
- Lighting – remove word emergency and use motion detectors.
- Overnight use: keep as is, clean up wording.
- Mattly Aquatic Species: keep as Marshall described it.
- Building Footprint: height limit 35 feet ok; 6,000 square feet ok.
- Small Scale Agriculture: add? Yes if possible.
- Road Paving in special spots that need it within 75 acres: Yes.
- Hunting: It's ok, leave as is.
- Over snow vehicles: It's ok, leave as is.

**Scott Burns:**

- Proposing to replace Conway Ranch Specific Plan with "open" area concept.
- Discussion of Specific Plan vs. Use Permit.

**B. Caltrans MOU amendment**

Departments: Board of Supervisors, County Counsel, Public Works

(Marshall Rudolph, Tony Dublino) - Proposed Fourth Amendment to Memorandum of Understanding between the California Department of Transportation and Mono County pertaining to Conway Ranch. Said amendment would address an issue that has recently arisen between the parties regarding Lot B in the Conway Ranch subdivision.

**Action:** Approve County entry into proposed Fourth Amendment to Memorandum of Understanding between the California Department of Transportation and Mono County pertaining to Conway Ranch, and authorize Board Chairman to sign said Fourth Amendment on behalf of the County.

**Note**

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**Alpers moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**M14-133**

**Marshall Rudolph:**

- Explained item and need for fourth amendment.

**C. West-Wide Energy Corridor Workshop**

Departments: Community Development

(Michael Sintetos, Renewable Energy Coordinator, BLM California State Office) - Presentation by Michael Sintetos, Renewable Energy Coordinator, BLM California State Office regarding West-wide Energy Corridor (requested by Supervisor Stump).

**Action:** None.

**Michael Sintetos (Renewable Energy Coordinator, BLM):**

**WEST WIDE ENERGY CORRIDORS POWER POINT:**

- Overview.
- Energy Policy Act of 2005.
- Why the need for corridors?
- West Wide Corridors EIS.
- Map – showing Proposed Energy Corridors (there are 20 corridors designated in California).
- Litigation.
- Settlement Agreement.
- Next Steps.
- Opportunities for Engagement.

**Additional Comments:**

- The Sage Grouse listing issue is something new that needs to be considered. This is the type of information he's looking for.
- As we look at going back and doing regional reviews; all new information needs to be considered.

**Public Comments:**

**Sally Miller:**

- Her association was one that filed litigation.
- They'd ultimately like to see corridor de-designated.
- Supervisor Johnston: asked for clarification on which counties joined her for litigation.
- Supervisor Hunt: asked if letter the Board wrote was helpful?

**BOARD DISCUSSION**

**Supervisor Stump:**

- Thanked him for coming.
- Has concern that if projects are engaged where sage grouse listing issues are, it will exacerbate the process.
- Does not feel west wide corridor appropriate, feels an alternative route is necessary.
- Feels Board has done what it needs to do at the moment.
- There is another proposed corridor not discussed yet; not able to get information on this, why?
- His constituents are not supportive and he is personally concerned. Doesn't see an upside for the county.

**Note**

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- Emphasized the need to be a player in this situation.

**Supervisor Alpers:**

- Agrees with Supervisor Stump's comments.
- This will become a project; the visuals are extremely important.
- Feels there are concerns about this.

**Supervisor Johnston:**

- There are lots of other places to utilize power (not in our county) that should be used first.
- He's not real happy with what's happened so far; we need to get out in front of this and consider what we're doing.
- Appreciates him coming here; doesn't mean to criticize. We're supposed to be 'Wild by Nature', that's the direction we should be going.

**Supervisor Hunt:**

- Consensus that this Board is very concerned with what's going on with this corridor; need to be kept informed of developments.

D. Business License Ordinance Amendment

Departments: Finance

(Leslie Chapman) - Proposed ordinance, "An Ordinance of the Mono County Board of Supervisors Adding Section 5.12.030 to the Mono County Code to Create an Exemption from the Payment of Business License Fees for Persons Doing Business in Mono County on Only One Occasion"

**Action:** Introduce, read title, and waive further reading of proposed ordinance, as amended.

**Stump moved; Hunt seconded**

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

**M14-134**

**Leslie Chapman:**

- Explained item; she's run into several issues over the past year regarding business licenses.
- This seemed like a flaw in the current policy; not everyone needs a business license.

**Supervisor Fesko:**

- He thinks "one time" wording may be too restrictive. Perhaps make it broader.
- Not sure five days is enough.

**Stacey Simon:**

- Can take out "one occasion" wording; need to also address it's a one-time entry into the county.
- Change to per fiscal year.
- Doesn't think the board wants to repeal their business license ordinance.

**Supervisor Stump:**

- Put in wording allowing a turn over period annually.

E. Authorization to Bid for the Topaz Lane Bridge Maintenance Project

Departments: Public Works

**Note**

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(Vianey White) - This project will repair portions of deteriorated timber railing, replacement of abutment and rock slope protection at the Topaz Lane Bridge No. 47C-0005, 0.1 miles east of State Route 395 in the community of Topaz.

**Action:** Approve bid package, including the project manual and project plans, for the Topaz Lane Bridge Maintenance Project. Conditioned upon the County's receipt of approval from the Federal Highways Administration and Caltrans to use Bridge Preventative Maintenance Program funds for the work, authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid.

**Fesko moved; Hunt seconded**

**Vote: 5 yes; 0 no**

**M14-135**

**Vianey White:**

- Asked if there were questions about attachments which were out of order on agenda.
- Gave introduction and explanation of item.
- \$8,000 county match has already been funded.

**F. Authorization to Bid for the Mountain Gate Phase 2 Fishing Access Project**

Departments: Public Works

(Vianey White) - This project consists of constructing a pedestrian path, ADA parking and access, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker.

**Action:** 1. Approve addendum to previously certified negative declaration for the Mountain Gate Fishing Access Project. 2. Approve bid package, including the project manual and project plans, for the Mountain Gate Fishing Access (Phase 2) Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid.

**Fesko moved; Alpers seconded**

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

**M14-136**

**Vianey White:**

- Explained and introduced item.
- No impact to the general fund.
- Maintenance will be done by facilities department; she's been working with Joe Blanchard. It's been scaled way down.

**Supervisor Fesko:**

- This project has been in the works for 14 years; Thanked staff, Arden Gerbig and Bruce Woodworth.

**Note**

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**Supervisor Johnston:**

- Who maintains this, how much does it cost?
- Doesn't grant say that maintenance will be done by Mono County?

**Supervisor Stump:**

- He's concerned about the maintenance and the fact that we're three employees down in the facilities department; he understands we need to use grant money.

**Stacey Simon:**

- Spoke about water rights update – wild and scenic river status issue has arisen.
- Water has not yet been decided to be distributed.

G. Authorization to Bid for the June Lake Streets Rehabilitation Project

Departments: Public Works - Engineering Division

(Garrett Higerd) - This project will rehabilitate approximately 8 miles of local streets in June Lake. The project also includes drainage improvements, signage and driveway transitions.

**Action:** Approve bid package, including the project manual and project plans, for the June Lake Streets Rehabilitation Project. Authorize the Public Works Department to advertise Invitation for Bids and to issue the project for bid.

**Alpers moved; Hunt seconded**

**Vote: 5 yes; 0 no**

**M14-137**

**Vianey White:**

- Introduced and explained item.

**Supervisor Alpers:**

- Thanked Garrett and his staff; commended him for getting into the community and getting feedback.

H. State Council on Developmental Disabilities, Area 12 Board of Appointment

Departments: County Administrator's Office

(Jim Leddy) - Requested appointments to the State Council on Developmental Disabilities Appointments for Area 12 Board. The Area 12 Board covers Mono, Inyo, Riverside and San Bernardino Counties.

**Action:** 1) Appoint Corrina Korpi to the State Council on Developmental Disabilities Area 12 Board. 2) Re-appoint Lori Ciccarelli to the State Council on Developmental Disabilities Area 12 Board.

**Hunt moved; Stump seconded**

**Vote: 5 yes; 0 no**

**M14-138**

**Jim Leddy:**

- Introduced item.

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- Two people to be appointed to the board.

I. Expansion of California Tax Credit for Film and Television Production (AB 1839)

(Alicia Vennos) - The Mono County Tourism & Film Commission encourages the Board of Supervisors to support Assembly Bill 1839 which will enhance California's existing film and television production tax credit program. The goal is to attract an increased number of productions in California which will thereby create additional potential for Mono County to secure incremental filming opportunities.

**Action:** Approval of letters to Governor Jerry Brown and to the Senate Committee on Appropriations in support of AB 1839.

**Hunt moved; Alpers seconded**

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

**M14-139**

**Alicia Vennos:**

- Explained item and AB 1839.
- The letter outlines the exodus of the film industry.
- Next action is in August.
- A letter of support has been requested.

**Supervisor Fesko:**

- Has mixed feelings about this;

**Supervisor Stump:**

- Asked about which film left the area?

**Supervisor Johnston:**

- Great letter; very good for businesses in the county.

J. Ordinance regarding Board Chair compensation

Departments: Board of Supervisors

(Marshall Rudolph) - Proposed ordinance amending Section 2.04.030 of the Mono County Code in order to eliminate additional compensation for a member of the Board of Supervisors serving as Board Chair.

**Action:** Introduce, read title, and waive further reading of proposed ordinance.

**Hunt moved; Johnston seconded**

**Vote: 2 yes; 3 no: Stump, Fesko and Alpers**

**Motion Fails**

**Marshall Rudolph:**

- This is being brought back at the request of the board.

**Supervisor Johnston:**

- He doesn't think extra special compensation is needed to serve as board chairman.
- This change is right for the time and is a message to our employees. We are asking for a lot from our employees.
- The public expects the board to be reactive to what's going on in the

**Note**

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economy.

**Supervisor Alpers:**

- He feels there is value to the Chairman position; there should be some value added to it.
- He feels this cut should be voluntary, not mandatory to each specific person.
- At this time he can't commit to the ordinance.

**Supervisor Fesko:**

- He disagrees with Marshall's take on this ordinance.
- The Code is clear that there *shall* be a chairman; it's a mandated position.
- No way he can support this; doesn't feel it's fair to people coming into the position.
- He personally needs the salary provided in order to be able to walk away from his business and serve the people.
- No person's workload is the same.

**Supervisor Hunt:**

- There has been good reason in the past for Chair's to receive extra salary.
- He has taken all his salary over the past years.
- At this point, he'd agree with a cut in the Chair's salary. The job isn't that much more than a regular member.
- He feels a reduction in salary should be made and addressed across the board.
- He takes offense to the information being discussed about Board member salaries. It's inappropriate. By law we're given a certain salary.

**Supervisor Stump:**

- He tends to agree with Supervisor Alpers: voluntary reduction.
- He'd like to see salary reductions across the board.

**Stacy Corless:**

- Appreciates Supervisor Fesko's comments about having a salary related to serving as a board member.
- If it is a lot more work to be Board Chair then it should be recognized.
- She doesn't think that this is the best way to acknowledge employee's sacrifices.

**Jim Leddy:**

- It is public information what the Supervisors' compensation is.
- The Board did cut its overall budget by 3.5%.

**K. Board Member Direction of Staff**

Departments: County Administrator's Office

(Jim Leddy) - Board Member Direction of Staff - Review Board of Supervisors adopted Rules of Procedure, specifically Rule 43, and provide direction to staff on future Board member requests for staff work on projects. At the July 8<sup>th</sup>, 2014 Board of Supervisors meeting, Supervisor Fred Stump requested this item be placed on the next available agenda to help clarify the direction of staff which may occur by Board members during Board of Supervisors meetings.

**Note**

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**Action: None.**

**Jim Leddy:**

- About Board Members assigning staff/resources to projects.
- Discussion about Rule 43 in the Board Policies and Procedures Manual; is it written the way it should be? Does it need revision?
- Concern is about things falling off the plate.
- Projects completely outside of budget discussions, already begun projects, etc. should not be done. We need to focus on most important items.
- He needs to be more diligent about saying "we need to agendize this". Calling out what needs to be put onto future agendas, or not.

**Supervisor Stump:**

- We need to keep our short staff in mind; giving them flexibility to prioritize.
- No one board member should give a directive that staff will start working on.
- Keeping money in Mono County is a good idea; it shouldn't be a policy if we can get things cheaper elsewhere.
- Staff needs to know that a comment from one board member doesn't mean go do it. Need to be more specific. Staff needs the freedom to be vocal.

**Supervisor Alpers:**

- We need to make it quantifiable; priorities need to be made.

**Supervisor Fesko:**

- He agrees with Supervisor Stump's opinion.
- Where do we draw the line between what gets done and what doesn't?

**Supervisor Johnston:**

- Question about what "significant" is?
- He's happy with the way rule is written.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

**Duane "Hap" Hazard:**

- AB 109 discussion; there was a large media piece.
- Explained his history with AB 109.
- Discussion about the agreement in place between county and Department of Corrections.
- Doesn't like seeing misinformation in the media; as board is in the middle of budget discussions, they need to understand the impact of AB 109 costs.
- If board doesn't voice how much these funds are needed; they will go away.
- Supervisor Stump: correctional side is aware of this. Point well taken.
- Supervisor Fesko: asked about agreement with state; asked for copy of agreement.

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)

**Note**

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and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt).  
Unrepresented employees: All.

- B. Closed Session - Public Employee Performance Evaluation - Government Code section 54957. Title: County Administrator.

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

- C. 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.

- D. Closed Session - Conference With Legal Counsel

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

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

*No one spoke.*

13. REGULAR AGENDA AFTERNOON- NONE

ADJOURN 3:28 p.m.

ATTEST

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LARRY K. JOHNSTON  
CHAIRMAN

---

SHANNON KENDALL  
SR. DEPUTY CLERK

**Note**

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 5, 2014

**Departments: County Counsel, CSA #5**

**TIME REQUIRED**

**SUBJECT** USFS Lease/Permit for Hunewill  
Communications Site

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

USFS Lease/Permit for Hunewill Communications Site for use as a telecommunications site by CSA #5.

---

### RECOMMENDED ACTION:

1. Approve and authorize the County Administrative Officer, in consultation with County Counsel, to submit an Application for Utility Systems and Facilities on Federal Lands to the Humboldt-Toiyabe National Forest for the purpose of securing a new 30-year lease for the Hunewill Communications Site, with an annual fee not exceeding \$3,000 for 2014 and, each year thereafter, not exceeding approved Forest Service rates. 2. Authorize the CAO, in consultation with County Counsel, to approve and execute Site Lease. Provide any other desired direction to staff.

---

### FISCAL IMPACT:

Forest Service lease fees depend on the uses on the property. The current charge (with no active uses) is \$150.00 annually, paid from CSA #5 funds. The addition of a wireless telecommunications facility and Sheriff's emergency radio responder (as proposed by CSA #5) would increase the fee to approximately \$2,800.00 per year. The CSA proposes to pass this cost through to the providers of those services.

---

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 or 760-932-5418 / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

---

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

**SEND COPIES TO:**

---

### MINUTE ORDER REQUESTED:

YES  NO


---

### ATTACHMENTS:

[Click to download](#)

 [Staff Report](#)

 [Application](#)

 [Proposed Lease](#)

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### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/30/2014 10:24 AM	County Administrative Office	Yes
7/29/2014 1:31 PM	County Counsel	Yes
7/30/2014 10:22 AM	Finance	Yes

**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputies**  
Christian Milovich  
John-Carl Vallejo

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Legal Assistant**  
Jenny Senior

To: Board of Supervisors

From: Stacey Simon, Assistant County Counsel

Date: August 5, 2014

Re: Hunewill Communications Site Lease

**Recommendation**

1. Approve and authorize the County Administrative Officer, in consultation with County Counsel, to submit an *Application for Utility Systems and Facilities on Federal Lands* to the Humboldt-Toiyabe National Forest for the purpose of securing a new 30-year lease for the Hunewill Communications Site, with an annual fee not exceeding \$3,000 for 2014 and, each year thereafter, not exceeding approved Forest Service rates.
2. Authorize the CAO, in consultation with County Counsel, to approve and execute Site Lease. Provide any other desired direction to staff.

**Fiscal Impact**

Forest Service lease fees depend on the uses on the property. The current charge (with no active uses) is \$150.00 annually, paid from CSA #5 funds. The addition of a wireless telecommunications facility and Sheriff's emergency radio responder (as proposed by CSA #5) would increase the fee to approximately \$2,800.00 per year. The CSA proposes to pass this cost through to the providers.

**Discussion**

In 1983 the Humboldt-Toiyabe National Forest issued a Special Use Permit to County Service Area (CSA) #5 for the Hunewill Communications Site near Summers Meadow outside of Bridgeport (the "Site"). Since that time, CSA #5 has maintained TV and antenna equipment, as well as a small structure, on the Site and has paid a yearly fee to the Forest Service. TV service was discontinued at least seven years ago due to escalating costs and diminishing use.



Recently, the CSA approached the County with a proposal to license existing structures on the Site to a wireless communications provider in order to provide internet services to residents of Twin Lakes and potentially also to residents of Willow Springs, who currently lack internet access. Additionally, the CSA would like to allow the Sheriff's Department to install radio equipment on existing structures to enhance its emergency communications network.

In doing due diligence to further the CSA's proposal, the County discovered that the 1983 Special Use Permit for the Site had expired. Following discussions with the Forest Service (including a visit to the Site), it was determined that a new approval - in the form of a 30-year Lease - could be granted. At its meeting on July 8, 2014, the CSA #5 Board unanimously requested that County staff facilitate application for the new lease.

Application for and entry into a new lease for the Site is categorically exempt from CEQA review pursuant to 14 CCR § 15301 (operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing structures, facilities, or mechanical equipment involving negligible expansion of use).

Included with the staff report are a draft of the Lease Application (missing only the Site plan which has yet to be developed) and a blank copy of the Forest Service Standard Lease, which would be completed and filled out by the Forest Service upon approval of the Lease. Note that the Lease automatically terminates if rent is not received within 90 days of its due date - meaning that if CSA funds were no longer available for whatever reason, the Lease would simply terminate.

Finally (and significantly), since the original Use Permit was issued in 1983, the Humboldt-Toiyabe Forest Plan has been amended to preclude the development of additional communications sites within the Forest. However, use of the Hunewill Site for communications by CSA #5 is specifically authorized by the Plan. This makes the Site a rare commodity, since the creation of another similar site by a different person or entity would, at a minimum, require a Forest Plan amendment.

If you have any questions on this item prior to your meeting, please feel free to call me at 760-924-1704 or 760-932-5418.

STANDARD FORM 299 (6/99)  
 Prescribed by DOI/USDA/DOT  
 P.L. 96-487 and Federal  
 Register Notice 5-22-95

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

FORM APPROVED  
 OMB NO. 0596-0082

FOR AGENCY USE ONLY

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

Application Number

Date Filed

1. Name and address of applicant (*include zip code*)  
 County of Mono  
 CSA #5 (AKA "Mono TV")  
 P.O. Box 74  
 Bridgeport, CA 93517

Name, title, and address of authorized agent if different from item 1 (*include zip code*)  
 Jim Leddy, CAO  
 P.O. Box 696  
 Bridgeport, CA 93517

3. Telephone (area code)  
 (760) 932-5410

Applicant  
 County of Mono

Authorized Agent  
 Jim Leddy, CAO

4. As applicant are you? (*check one*)
- a.  Individual
  - b.  Corporation\*
  - c.  Partnership/Association\*
  - d.  State Government/State Agency
  - e.  Local Government
  - f.  Federal Agency

5. Specify what application is for: (*check one*)
- a.  New authorization
  - b.  Renewing existing authorization No.
  - c.  Amend existing authorization No.
  - d.  Assign existing authorization No.
  - e.  Existing use for which no authorization has been received \*
  - f.  Other\*

\* If checked, complete supplemental page

\* If checked, provide details under item 7

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

7. Project description (describe in detail): (a) Type of system or facility, (*e.g., canal, pipeline, road*); (b) related structures and facilities; (c) physical specifications (*Length, width, grading, etc.*); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (*Attach additional sheets, if additional space is needed.*) *Site is currently used for broadcast translator. This use will be phased out and replaced with a translator for emergency radio service for the Mono County Sheriffs Department. The County has also advertised for a tenant to license space on the site to provide internet service to Twin Lakes area.*

8. Attach a map covering area and show location of project proposal

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

10. Nonreturnable application fee:  Attached  Not required

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

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested. Mono County is a political subdivision of the State of California. County Service Area #5 (CSA #5) is the County entity which would be responsible for the site. This same entity has managed the site as "Mono TV" since at least 1976 when Special Use Permit BR! 407002 was issued.

The CSA receives an annual fee for every parcel within its boundaries which will be utilized to support the proposed uses. Additionally, the CSA proposes to sublicense the site to an internet provider who would, in exchange for the use of the site, be responsible for lease fees, equipment installation, maintenance, and repair. Either the sublicensee or the CSA would be responsible for ultimate removal of any equipment.

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

This is an existing communications site and is extremely well-suited for the use. The equipment is well-camouflaged and the location is advantageous. Existing structures on the site can be utilized.

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b. Why were these alternatives not selected?

No already-disturbed site with similar attributes.

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

Existing site and use.

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14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name) *Special Use Permit BRI-407002 for the site.*

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

The project will provide critical emergency communication capability and high-speed internet service to an un-served area (Twin Lakes). Estimated cost for equipment and installation is \$40,500. The CSA proposes to cover maintenance costs (including lease fees) through sub-license.

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16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles. Provide much-desired internet service to existing Twin Lakes residential area as well as possible the Willow Springs area. Provide critical emergency services communication for search-and-rescue and similar operations on and around Forest Service lands.

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17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability. None, site is currently disturbed and existing structure will be utilized.

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18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened

and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals. **None.**

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

None

20. Name all the Department(s)/Agency(ies) where this application is being filed.  
Lands Special Uses

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

Signature of Applicant

Date

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

**GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS**

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

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

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

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

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

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

**OTHER THAN ALASKA NATIONAL INTEREST LANDS**

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

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

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

**SPECIFIC INSTRUCTIONS**

*(Items not listed are self-explanatory)*

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 The responsible agency will provide additional instructions.

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

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

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

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

U.S. Fish & Wildlife Service (FWS) Office of the Regional Director 1011 East Tudor Road Anchorage, Alaska 99503 Telephone: (907) 786-3440	National Park Service (NPA) Alaska Regional Office, 2225 Gambell St., Rm. 107 Anchorage, Alaska 99502-2892 Telephone: (907) 786-3440
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Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Office, P.O. Box 120, 1675 C Street, Anchorage, Alaska 9513.

13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.

14 The responsible agency will provide instructions.

15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.

16 through 19 Providing this information is as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

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

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

DATA COLLECTION STATEMENT

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

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
	ATTACHED	FILED*
<b>I - PRIVATE CORPORATIONS</b>		
a. Articles of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	<input type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	<input type="checkbox"/>	<input type="checkbox"/>
<b>II - PUBLIC CORPORATIONS</b>		
a. Copy of law forming corporation	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>
<b>III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY</b>		
a. Articles of association, if any	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by item "I-f" and "I-g" above.	<input type="checkbox"/>	<input type="checkbox"/>

\* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

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**NOTICE**

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate the requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations or the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Authorization ID: #AUTH\_ID#  
Contact ID: #HOLDER\_ID#  
Expiration Date: #EXPIRATION\_DATE#  
Use Code: #USE\_CODE#

FS-2700-10b (v.05/09)  
OMB 0596-0082  
Exp. (10/31/2012)

**U. S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
COMMUNICATIONS USE LEASE  
AUTHORITY:  
#AUTHORITY\_NAME#**

#HOLDER\_NAME# of #HOLDER\_ADD\_LINE\_1#, #HOLDER\_ADD\_LINE\_2#, #HOLDER\_ADD\_LINE\_3#,  
#HOLDER\_CITY#, #HOLDER\_STATE#, #HOLDER\_ZIP#.

THIS LEASE, dated this [ ] day of [ ] by and between the UNITED STATES OF AMERICA, acting through the Forest Service, Department of Agriculture (hereinafter called the "United States" or "Forest Service"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1761, et seq.), and #HOLDER\_NAME#, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties". As used herein, the "Authorized Officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Forest Supervisor or District Ranger of the

[ ] National Forest wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described communications facility in the County of [ ] State of [ ], #TOWNSHIP\_SECT\_RANGE# #FIRST\_DIVISION# #FIRST\_DIV\_NAME\_NUMBER#, #SECOND\_DIVISION# #SECOND\_DIV\_NAME\_NUMBER#, #THIRD\_DIVISION# #THIRD\_DIV\_NAME\_NUMBER# (hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a [ ] communications facility. Authorized facilities under this lease include:

**<USER NOTES FOR FACILITIES>**

**<Insert the appropriate information in each field below. If unsure, reference FSH 2709.11, Chp. 90, section 90.5 for a definition of each type of facility.>**

Equipment shelter(s): [Include dimensions and material]  
Antenna support structure(s): [Include height and type]  
Ancillary structure(s): [Fuel tanks, generators, outbuildings, fences, utilities within lease area & access.]

The location of the property is shown generally on the site management plan and/or map dated [ ] for the #COMM\_SITE\_FCLTY\_NAME# Communications Site, which is attached and made part hereof as Exhibit A.

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

## I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one minute after midnight on [ ]. Termination at the end of the lease term shall occur by operation of law and shall not require any addition notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to Paragraph "C" below.

B. The Lessee shall undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit [ ] operation shall commence on [ ]. This lease shall terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee shall notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer, except when rent has been exempted or waived in whole or part. Renting of space does not constitute an assignment under this clause.

## II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index - Urban (CPI-U), changes in tenant occupancy, or phase-in rental, if applicable.

### USER NOTE "B" CLAUSE

**Selection item 1.** This is the standard clause for this authorization.

B. Rentals are due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rental or rental calculation statement falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease terminates if rent is not received by the Forest Service within 90 calendar days of the due date.

**Selection item 2.** Select this clause when the rental for the use authorized would be exempted or waived.

B. Fees for this use have been exempted or waived in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 90.

C. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any rental amount not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rental or rental calculation financial statement is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rentals are due and payable by the due date. No appeal of rentals will be considered by the Forest Service without full payment of the disputed amount.

## III. RESPONSIBILITIES OF THE LESSEE



A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and shall charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee shall impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15 of each year, the Lessee shall provide the Authorized Officer a certified statement listing all tenants and customers, by category of use in the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site management plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site management plan.

C. The Lessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Lessee for each transmitter being operated. The Lessee shall provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee shall ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communication Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee will furnish technical information concerning the equipment located on the property.

#### **IV. LIABILITIES**

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment on the property.

#### **USER NOTES FOR "C" CLAUSE.**

**Selection item 1.** Select this clause when authorization is issued to a nonfederal agency.

C. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the

costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

**Selection item 2.** When issued to a Federal Agency.  
Manually delete Clauses B and D.

C. The holder, as an agency of the United States, is limited by Federal law as to the assumption of liability for its acts or omissions. The holder does agree, within its legal limitations, and limitation of appropriations, to be responsible for all costs of damages and injury to persons, personal property, and land caused by its operations and activities under the terms of this lease. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any awards or claims, and to repair damages to the land within the authorized area. It is the intent of this provision that the appropriations of the Forest Service be shielded from burdens, other than administrative costs, which may occur as a result of activities by the holder under the terms of this lease.

D. The Forest Service has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

**USER NOTES FOR OPTIONAL CLAUSE E(1):**

**Selection item 1.** In situations in which the Authorized Officer determines that the risk to public land, resources, or interest is greater than the Lessee's assets or ability to correct.

If Lessee is a State or political subdivision thereof and such entity has statutory or constitutional authorities limiting the amount of liability or indemnification payable, the Authorized Officer shall prepare a risk assessment to determine the United States potential for losses due to personal injury, loss of life, or property damage caused by the State's use or occupancy. If the Authorized Officer determines, through the risk assessment that the potential for injury, loss, or damage caused by the State's use or occupancy is in excess of the State's liability limitation, the State shall procure, as a requirement to be fulfilled before execution of this lease, insurance (see clause), and name the United States, together with the State, as an insured on the policy(s), in the amount determined in the risk assessment that exceeds the State's liability limitation.

E(1). The Lessee shall maintain  worth of insurance coverage, naming the United States additionally insured on the policy(ies), to partially fund the indemnification obligations of the Lessee for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The Lessee shall furnish proof of insurance (such as a surety bond, or certificate of insurance) to the Authorized Officer prior to execution of this lease and verify annually, and in writing, the insurance obligation to the Authorized Officer. The Authorized Officer may allow the Lessee to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the Authorized Officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

**Selection item 2.** Select this item to remove optional E(1) clause from document and to have nothing appear in the document.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the Lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Lessee to the Forest Service on the first day of the month following such election.

**V. OTHER PROVISIONS**

A. Nondiscrimination. The Lessee shall at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date this lease is granted to the end that no person in the United States shall, on the grounds of race, sex, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Revocation, Termination and Suspension.

1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the Authorized Officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the facilities on the property for a period of  years.

3. Except in emergencies, the Authorized Officer shall give the Lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the Lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as declared by the Lessee's Federal tax amortization schedules.

5. Any discretionary decisions or determinations by the Authorized Officer on revocation or suspension are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

6. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Authorized Officer and the Lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

- a. Administrative offset of payments due the holder from the Forest Service.
- b. Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).
- c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.).

In the event this lease is revoked for noncompliance, the Lessee shall remove all structures and improvements within  days, except those owned by the United States, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

If the Lessee fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. Members of Congress. No member of or Delegate to Congress or Resident Commissioner shall benefit from this lease whether directly or indirectly, except when the lease provides a general benefit to a corporation.

D. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise, and the right to utilize or dispose of such resources insofar as the rights of the Lessee are not unreasonably affected.
2. The right to modify the communications site plan as deemed necessary.
3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
4. The right of the United States to require common use of the property, and the right to authorize use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding clauses shall control.

#INSERT TERM HERE#

ACCEPTED this  day of , I \_\_\_\_\_, the undersigned have read, understand and accept the terms and conditions of this lease.

\_\_\_\_\_  
Lessee

IN WITNESS WHEREOF, the Forest Service, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

\_\_\_\_\_  
Forest Service  
Department of Agriculture

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).*

*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.*

*The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.*



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 5, 2014

**Departments: Veterans Service**

**TIME REQUIRED**

**SUBJECT** Certificates of Compliance

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

This is a standard renewal of the Certificates of Compliance as filed in the past by the County. They certify to the State that in fact a Veterans Service Officer has been appointed and the duties of the VSO are in compliance with code.

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### RECOMMENDED ACTION:

Approve and authorize the Chairman's signature on the Subvention and Medi-Cal Certificates of Compliance for 2014/2015 fiscal year.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Yvette Mason, Claims Representative

**PHONE/EMAIL:** /

---

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

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

- [Staff Rpt](#)
  - [Subvention](#)
  - [Medi-Cal](#)
-

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/21/2014 11:35 AM	County Administrative Office	Yes
7/29/2014 1:10 PM	County Counsel	Yes
7/21/2014 9:10 AM	Finance	Yes



## Counties of Inyo & Mono Veterans Service Office

207 W. South Street  
Bishop, CA 93514  
760-873-7850 – Phone  
760-873-7851 – Fax  
icvso@inyocounty.us – Email



To: Honorable Board of Supervisors

From: Yvette Mason, Veteran Service Representative

Date: July 16, 2014

### Subject

Annual Certificates of Compliance

### Recommendation

Request your Board to approve and authorize the Chairperson to sign the Subvention and Medi-Cal Certificates of Compliance for 2014-2015 fiscal year.

### Discussion

This is a standard renewal of the certificates of compliance as filed in past by the County. They certify to the State that in fact a Veterans Service Officer (VSO) has been appointed and the duties of the VSO are in compliance with code.

### Fiscal Impact

There is no cost for signing the certificates. If you do not authorize signature of certificates, funding for the VSO will be forfeited.



# CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

## SUBVENTION

### CERTIFICATE OF COMPLIANCE

**FISCAL YEAR 2014/2015**

**MONO COUNTY**

COUNTY SUBVENTION PROGRAM

Charge:

Contribution to counties toward compensation and expenses of their County Veterans Service Office according to Military and Veterans Code Sections 972, and 972.1, a State General Funds Expenditure, and 972.2, a Special Fund Expenditure.

County Certification:

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

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

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

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

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

\_\_\_\_\_  
Date

# CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

## MEDI-CAL

### CERTIFICATE OF COMPLIANCE

#### FISCAL YEAR 2014/2015

#### MONO COUNTY

#### MEDI-CAL COST AVOIDANCE PROGRAM

I certify that MONO County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5.

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CDVA under this agreement will reasonably benefit the Department of Health Services (DHS) or realize cost avoidance to the Medi-Cal program. All County Eligibility Workers who generate a Form CW-5 (Veterans Benefits Referral) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement will be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to the CDVA from the DHS.
4. The CVSO is responsible for administering this program according to the California Code of Regulations, Title 12, Subchapter 4.

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

\_\_\_\_\_  
Date



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 5, 2014

**Departments: Public Works and Community Development**

**TIME REQUIRED**

**SUBJECT** Mono City Right-of-Way Grant with  
BLM

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Right-of-Way Grant for Mono City Secondary Ingress/Egress Gravel Road with BLM.

---

### RECOMMENDED ACTION:

1. Approve, and authorize the Chairman to sign, thirty (30) year renewable right-of-way grant from BLM for the Mono City Secondary Ingress/Egress Gravel Road, consistent with the certified Mitigated Negative Declaration and Mitigation Monitoring Plan. 2. Approve, and authorize the Chairman to sign, Certificate of Acceptance authorizing the right-of-way grant to be recorded.

---

### FISCAL IMPACT:

The Public Works Department has proposed a project budget of \$40,000 for the 2014-15 Fiscal Year, with approximately \$25,000 to be provided by the Mono City Fire Protection District (FPD) for a net county cost of \$15,000.

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**CONTACT NAME:** Scott Burns, Jeff Walters

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

---

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

**SEND COPIES TO:**

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[ROW Agreement](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/30/2014 10:25 AM	County Administrative Office	Yes
7/30/2014 10:43 AM	County Counsel	Yes
7/29/2014 4:05 PM	Finance	Yes

# Mono County Community Development Department

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

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

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August 5, 2014

**To:** Board of Supervisors

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

**Re:** MONO CITY EMERGENCY ACCESS ROAD RIGHT-OF-WAY GRANT

## Recommendation

1. Approve, and authorize the Chairman to sign, thirty (30) year renewable right-of-way grant from BLM for the Mono City Secondary Ingress/Egress Gravel Road, consistent with the certified Mitigated Negative Declaration and Mitigation Monitoring Plan. 2. Approve, and authorize the Chairman to sign, Certificate of Acceptance authorizing the right-of-way grant to be recorded.

## Fiscal Impact

The Public Works Department has proposed a project budget of \$40,000 for the 2014-15 Fiscal Year, with approximately \$25,000 to be provided by the Mono City Fire Protection District (FPD).

## Discussion

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

## Project

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

City FPD. The project has been designed to fully comply with State and local Fire Safe requirements, in direct consultation with Cal Fire.

**Environmental Process**

A Mitigated Negative Declaration was certified by your Board June 17, 2014. If the right-of-way grant is approved, a notice of determination and applicable California Department of Fish and Wildlife CEQA fees of \$2,181.25 will be filed with the County Clerk.

**ATTACHMENT**

Right-of-Way Grant  
Certificate of Acceptance

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Issuing Office  
**BISHOP FIELD OFFICE**

Serial Number  
**CACA 052688**

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

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

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

2. Nature of Interest:

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

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

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

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

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

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

**ROAD CONSISTS OF TWO SECTIONS:  
ONE-WAY SECTION BEING 12 FEET WIDE AND 2,590 FEET LONG,  
AND A TWO-WAY SECTION BEING 18 FEET WIDE AND 260 FEET LONG;  
ROAD HAS ONE TURNOUT MEASURING 10 FEET WIDE, 30 FEET LONG,  
WITH 25 FEET LONG TAPER AT BOTH ENDS;  
ROAD HAS ANOTHER TURNOUT MEASURING 20 FEET WIDE AND 60 FEET LONG;  
AND ROAD HAS THREE GATES.**

- b. The right-of-way or permit area granted herein is See Above feet wide, See Above feet long and contains 0.86 acres, more or less. If a site type facility, the facility contains \_\_\_\_\_ acres.
- c. This instrument shall terminate on DECEMBER 31, 2044, 30 + 6 Mn years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument  may  may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

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

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, B, C, and D, dated 04/08/2014, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

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

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

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

\_\_\_\_\_  
(Title)

STEVE NELSON, BLM BISHOP FIELD MANAGER  
(Title)

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

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



## **EXHIBIT A**

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

**CACA 052688**

**April 8, 2014**

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

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

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

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

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

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

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

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

**Exhibit A Stipulations**

**ROW CACA 052688**

**April 8, 2014**

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

## EXHIBIT B

### RIGHT-OF-WAY MITIGATIONS

CACA 052688

April 8, 2014

#### Mitigation Measures:

1. Close and rehab 0.44 acres of dirt roads and selected disturbed areas in the immediate local area (refer to Exhibit C, Mono City Local Area Mitigation Rehab Areas, April 8, 2014). The identified road segments and disturbed areas shall be rehabbed by ripping three (3) to six (6) inches deep and shall be seeded with native species, chosen in consultation with the BLM. The road segments shall be closed at each end with 3-4 foot diameter boulders. All rehab will be completed cooperatively by Mono County and the BLM. Rehabbed roads and areas shall be signed as closed. The BLM will provide the signs and coordinate the sign locations with the county (see Map 4, Potential Rehab Areas).
2. No road construction or maintenance activities are allowed between May 1 and June 30. Low intensity activities of short duration and limited scale such as rock removal and gate installation may occur if the BLM, in consultation with the California Department of Fish and Wildlife (DFW), determines that such activities are not likely to have an adverse effect on nesting sage-grouse.
3. Project activities, including future road maintenance and snow plowing, are authorized to occur from July 1 to April 30 with the following stipulations:
  - a. From July 1 to August 15, a nest survey shall be conducted within 50 feet of any planned vegetation disturbance by a qualified biologist provided by the county, or the BLM, prior to any vegetation disturbance during the migratory bird breeding season. If nests are located, or if other evidence of nesting is observed, a protective buffer will be delineated in coordination with the BLM and the area shall be avoided to prevent the destruction or disturbance of nests until they are no longer active. The start and end dates of this seasonal restriction may be altered in coordination with the BLM based on site-specific information such as elevation and winter weather patterns, which could affect breeding chronology and the presence of the species.
  - b. From October 15 to December 15, work may occur if the BLM, in consultation with the CDFW, determines that project activities are not likely to have an adverse effect on migrating or holding mule deer.
  - c. From November 15 to April 30, snow plowing may occur if the BLM, in consultation with the CDFW, determines plowing activities are not likely to *have an adverse effect on wintering sage-grouse.*

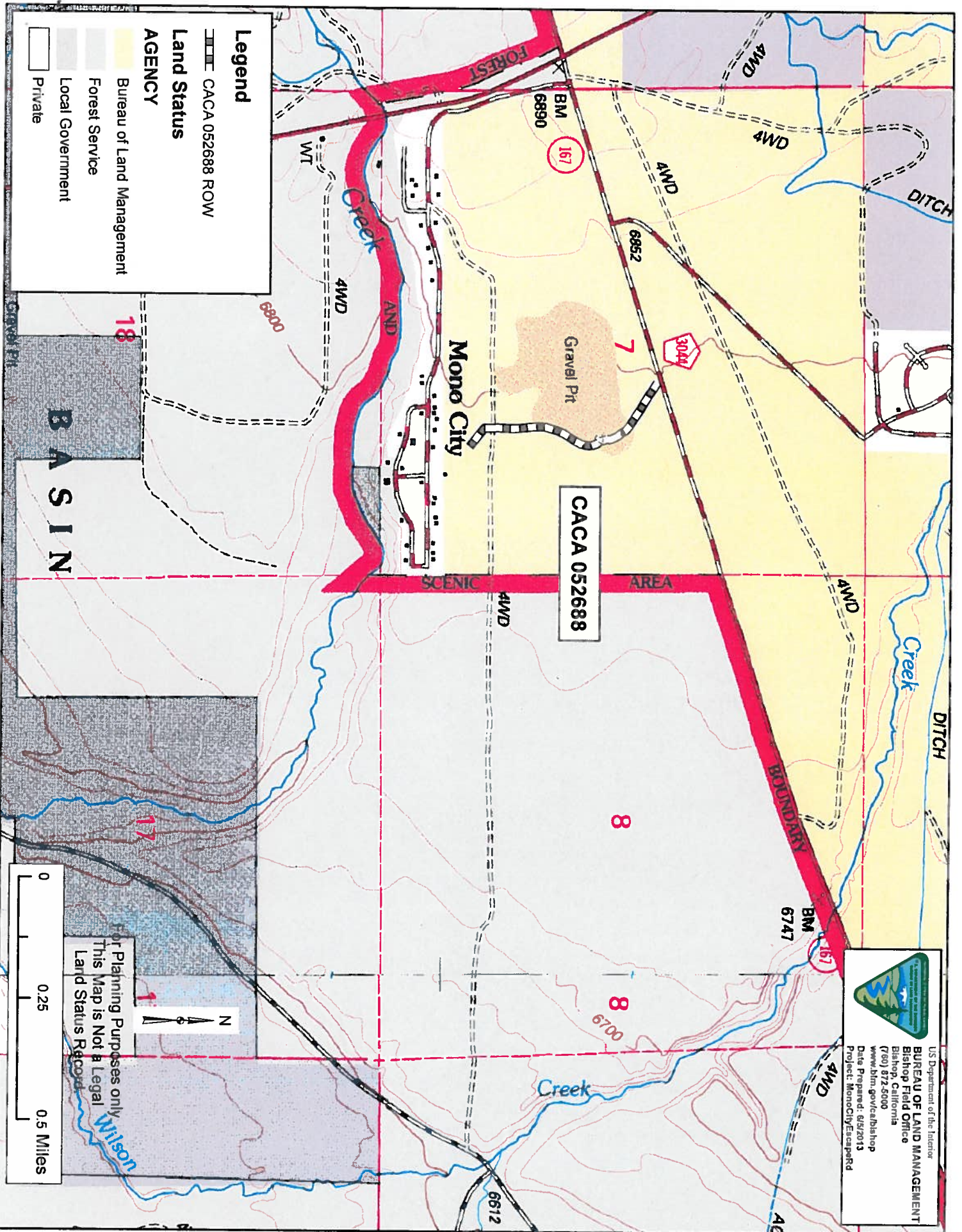
**Exhibit B Mitigations**  
**ROW CACA 052688**  
**April 8, 2014**

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

**EXHIBIT C**

**Mono City Local Area  
Mitigation Rehab Areas  
April 8, 2014**

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







## CERTIFICATE OF ACCEPTANCE

This is to Certify that the interest in real property conveyed by the Right-of-Way Grant/Temporary Use Permit dated April 8, 2014, from the United States Bureau of Land Management to the County of Mono, a political subdivision of the State of California, for the Mono City Secondary Ingress/Egress Gravel Road is hereby accepted by the order of the Mono County Board of Supervisors on August 5, 2014, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: August 5, 2014

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

Larry K. Johnston, Chairman

Mono County Board of Supervisors



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 5, 2014

**Departments: Public Works; Human Resources**

**TIME REQUIRED**

**SUBJECT** Request for Approval to Recruit for  
Public Works Maintenance Worker II

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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**AGENDA DESCRIPTION:**

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

Due to a resignation of the Maintenance Worker II John McKnight, Public Works (PW) has followed the Mono County Public Employees MOU protocol to fill that vacancy. Road Area 3 is responsible for supervising staff that maintain over 170 miles of roadways in and around LeeVining and June Lake areas During summer months this employee will supervise road maintenance staff and maintenance and snow removal on approximately 27 miles of paved and 143 miles of dirt roads. During winter 27 miles of snow removal and 4.34 miles of spring opening snow removal are under their responsibility. This position is critical in ensuring day-to-day operations of road maintenance and snow removal operations in LeeVining and June Lake areas. If this position is not filled it will require additional help from other districts (if possible) during winter and summer for snow removal, traffic control, road maintenance and other tasks. One fewer snow removal operator directly results in slower response times and a reduction in level of service to constituents.

---

**RECOMMENDED ACTION:**

Authorize Public Works Director, in consultation with Human Resources, to recruit in-county to fill an existing 9/3 shared Maintenance worker II vacancy in Facilities/Road district 3 (Lee Vining). Provide any desired direction to staff.

---

**FISCAL IMPACT:**

The funding source for this position is (Nine months) general fund and for (Three months) Road Fund. The total cost for a full fiscal year (14/15) is \$62,579 of which \$36,672 is salary.

---

**CONTACT NAME:** Jim Leddy

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

---

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

**SEND COPIES TO:**

---

**MINUTE ORDER REQUESTED:**

YES  NO

---



## ATTACHMENTS:

Click to download

 [Request Approval to Recruit for Public Works Maintenance Worker II](#)

---

### History

Time	Who	Approval
7/28/2014 11:00 AM	County Administrative Office	Yes
7/10/2014 12:37 PM	County Counsel	Yes
7/21/2014 9:20 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

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

**Date:** July 15, 2014  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Public Works Director  
**Subject:** Hiring Freeze Variance – Shared Vacancy in facilities/Road Division

## **Recommended Action:**

Authorize Public Works Director, in consultation with Human Resources, to recruit in-county to fill an existing 9/3 shared Maintenance worker II vacancy in Facilities/Road district 3 (LeeVining). Provide any desired direction to staff.

## **Fiscal Impact:**

The funding source for this position is (Nine months) general fund and for (Three months) Road Fund.

The total cost for a full fiscal year (14/15) is \$62,579 of which \$36,672 is salary.

## **Discussion:**

Due to a resignation of the Maintenance Worker II John McKnight, Public Works (PW) has followed the Mono County Public Employees MOU protocol to fill that vacancy.

Road Area 3 is responsible for supervising staff that maintain over 170 miles of roadways in and around LeeVining and June Lake areas

During summer months this employee will supervise road maintenance staff and maintenance and snow removal on approximately 27 miles of paved and 143 miles of dirt roads. During winter 27 miles of snow removal and 4.34 miles of spring opening snow removal are under their responsibility.

This position is critical in ensuring day-to-day operations of road maintenance and snow removal operations in LeeVining and June Lake areas.

If this position is not filled it will require additional help from other districts (if possible) during winter and summer for snow removal, traffic control, road maintenance and other tasks. One fewer snow removal operator directly results in slower response times and a reduction in level of service to constituents.

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

Respectfully submitted,



Jeff Walters  
Acting Public Works Director



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 5, 2014

**Departments: Public Works; Human Resources**

**TIME REQUIRED**

**SUBJECT** Request for Approval to Recruit for  
Public Works Maintenance  
Supervisor

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Due to a resignation of the Road Area 4/5 (Bridgeport/Walker) Supervisor, Public Works (PW) has followed the Mono County Public Employees MOU protocol to fill that vacancy. Road Area 4/5 is responsible for supervising staff that maintain over 173 miles of roadways in and around Bridgeport and Walker/Coleville areas and supporting administration in time keeping, project management and annual staff evaluations. During summer months this employee will supervise road maintenance staff and maintenance and snow removal on approximately 42 miles of paved and 131 miles of dirt roads. During winter 31 miles of snow removal and 29 miles of spring opening snow removal are under their supervision. This position is critical in ensuring day-to-day operations of road maintenance and snow removal operations in Bridgeport and Walker/Coleville areas. If this position is not filled it will require additional help from other districts (if possible) during winter and summer for snow removal, traffic control, road maintenance and other tasks. One fewer snow removal operator directly results in slower response times and a reduction in level of service to constituents. If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

### RECOMMENDED ACTION:

Authorize Public Works Director, in consultation with Human Resources, to recruit in-county to fill an existing Maintenance Supervisor vacancy in Road Area 4/5 (Bridgeport/Walker). Provide any desired direction to staff.

### FISCAL IMPACT:

The funding source for this position is out of the Road Fund. This funding is for the entire fiscal year. The total cost for a full fiscal year (14/15) is \$88,355 of which \$46,920 is salary.

**CONTACT NAME:** Jim Leddy

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

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

---

## ATTACHMENTS:

Click to download

[Request for approval to recruit for a Public Works Maintenance Supervisor](#)

---

### History

Time	Who	Approval
7/28/2014 10:59 AM	County Administrative Office	Yes
7/10/2014 12:37 PM	County Counsel	Yes
7/21/2014 9:14 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

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

**Date:** July 15, 2014  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Public Works Director  
**Subject:** Hiring Freeze Variance – Vacancy in Road Division

## **Recommended Action:**

Authorize Public Works Director, in consultation with Human Resources, to recruit in-county to fill an existing Maintenance Supervisor vacancy in Road Area 4/5 (Bridgeport/Walker). Provide any desired direction to staff.

## **Fiscal Impact:**

The funding source for this position is out of the Road Fund. This funding is for the entire fiscal year.

The total cost for a full fiscal year (14/15) is \$88,355 of which \$46,920 is salary.

## **Discussion:**

Due to a resignation of the Road Area 4/5 (Bridgeport/Walker) Supervisor, Public Works (PW) has followed the Mono County Public Employees MOU protocol to fill that vacancy.

Road Area 4/5 is responsible for supervising staff that maintain over 173 miles of roadways in and around Bridgeport and Walker/Coleville areas and supporting administration in time keeping, project management and annual staff evaluations

During summer months this employee will supervise road maintenance staff and maintenance and snow removal on approximately 42 miles of paved and 131 miles of dirt roads. During winter 31 miles of snow removal and 29 miles of spring opening snow removal are under their supervision.

This position is critical in ensuring day-to-day operations of road maintenance and snow removal operations in Bridgeport and Walker/Coleville areas.

If this position is not filled it will require additional help from other districts (if possible) during winter and summer for snow removal, traffic control, road maintenance and other tasks. One

fewer snow removal operator directly results in slower response times and a reduction in level of service to constituents.

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

Respectfully submitted,



Jeff Walters  
Acting Public Works Director



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 5, 2014

**Departments: County Administrator**

**TIME REQUIRED**

**SUBJECT** Approval of At-Will Contract for David  
Anderson, Assistant District Attorney

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with David Anderson as Assistant District Attorney and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Approve Resolution #R14-\_\_\_\_, approving a contract with David Anderson as Assistant District Attorney, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### FISCAL IMPACT:

The cost of this position for the remainder of FY 14/15 is approximately \$ 182,248.47 of which \$114,324.00 is salary; \$ 24,530.50 is the employer portion of PERS, and \$43,393.97 is the cost of the benefits and is included in the CAO recommended budget.

---

**CONTACT NAME:** Jim Leddy

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

---

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

**SEND COPIES TO:**  
District Attorney Tim Kendall

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[At Will Contract for David Anderson, Assistant District Attorney Cover memo](#)



[Resolution Employment Contract for David Anderson, Assistant District Attorney](#)

[Employment Agreement for David Anderson](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/28/2014 11:00 AM	County Administrative Office	Yes
7/29/2014 1:14 PM	County Counsel	Yes
7/28/2014 12:48 PM	Finance	Yes



## **COUNTY OF MONO** – *County Administrative Office*

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

---

**Jim Leddy**

*County Administrative Officer*  
760.932.5414 / 760.924.1703

*Director of Human Resources/Risk Management*  
760.932.5413

To: Honorable Board of Supervisors

From: Jim Leddy, County Administrator

Date: August 5, 2014

**Subject:** At-Will Employment Agreement of David Anderson as Assistant District Attorney

**Recommendation:**

Approve the At-Will Employment Agreement of David Anderson, in the position of Assistant District Attorney, at a salary of \$9,527 per month.

**Background:**

David Anderson has served Mono County since July, 2012, in District Attorney as Deputy District Attorney III, and Assistant District Attorney since July, 2012. The term of the contract will be three (3) years effective from July 10, 2014 to July 9, 2017.

**Discussion:**

The approval of this contract allows David Anderson to continue serving the County in this position with a monthly salary of \$9,527, which is no change to his current salary. As with all new At-will contracts, there is no car allowance nor performance pay as they have been ended for At-Will employees.

**Fiscal Impact:**

The cost of this position for the remainder of FY 14/15 is approximately \$ 182,248.47 of which \$114,324.00 is salary; \$ 24,530.50 is the employer portion of PERS, and \$43,393.97 is the cost of the benefits and is included in the CAO Recommended budget.

If you have any questions about this contract renewal, please feel free to contact me at (760) 932-5414.



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**RESOLUTION NO. R14-**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, That:

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

2. The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect this action.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

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

\_\_\_\_\_  
Larry K. Johnston , Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

## **Agreement Re Employment of David Anderson**

This Agreement is entered into this 5th day of August, 2014, by and between David Anderson and the County of Mono.

### **I. RECITALS**

The County wishes to continue to employ David Anderson as Assistant District Attorney on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Anderson wishes to accept continued employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be July 10, 2014, until July 9, 2017, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Anderson in writing no later than January 9, 2017, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Anderson shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Anderson that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Anderson as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing August 5, 2014, Mr. Anderson shall continue to be employed by Mono County as Assistant District Attorney, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mr. Anderson accepts such continued employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mr. Anderson's employment.
3. Effective August 5, 2014, Mr. Anderson's salary shall be \$9,527 per month. The Board may unilaterally increase Mr. Anderson's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Anderson's salary. During such negotiations the County shall consider and discuss the issue of increased

compensation with Mr. Anderson in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Anderson's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable.

4. Mr. Anderson shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Anderson understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Mr. Anderson was already entitled to for the 2014 calendar year under his former employment agreement).
5. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Anderson's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Anderson shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.5% at 55 for Mr. Anderson), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R13-46 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Anderson understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence,

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

8. Consistent with the "at will" nature of Mr. Anderson's employment, the District Attorney may terminate Mr. Anderson's employment at any time during this agreement, without cause. However, should there be a change in the incumbent holding the office of District Attorney, Mr. Anderson's employment shall continue for six (6) months following such change (i.e., following the date when the new District Attorney takes office), unless termination for grounds as specified in Section 2.68.230, B of the County Code or any successor Code provision, as the same may be amended from time to time, is determined by the County Administrative Officer under advice of County Counsel, subject to review with the Board of Supervisors in closed session. In either event, this Agreement shall automatically terminate concurrently with the effective date of the termination. At the conclusion of the six-month period, Mr. Anderson's employment shall automatically revert to its prior status of being fully subject to termination without cause by the District Attorney in his discretion. At no time during the six-month period will Mr. Anderson acquire permanent status or a property interest in his employment.
9. On or before the effective date of any such termination without cause, Mr. Anderson shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Anderson shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Anderson shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Anderson that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of

severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Anderson shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Anderson shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Anderson may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Anderson shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Anderson. It specifically supersedes the employment agreement between the parties dated July 9, 2012 and December 10, 2013. Consistent with Mr. Anderson's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Anderson may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Anderson's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Anderson's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Anderson's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Anderson acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr.

Anderson further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement shall be deemed executed as of August 5, 2014.

**DAVID ANDERSON**

**THE COUNTY OF MONO**

\_\_\_\_\_

\_\_\_\_\_  
By: Larry K. Johnston, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
MARSHALL RUDOLPH  
County Counsel





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 5, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** American Lung Association

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Correspondence received from Kimberly Amazeen, Vice President, Programs and Advocacy for the American Lung Association regarding the State of Tobacco Control Report - Updated Grading Methodology.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Shannon Kendall

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

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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

[ALA Letter](#)

---

### History

Time	Who	Approval
7/22/2014 3:48 PM	Clerk of the Board	Yes



**State of Tobacco Control Report – Updated Grading Methodology**  
Report will include tobacco control grades for all 482 incorporated cities and towns in California

Dear Board of Supervisors:

For over a decade the American Lung Association has released a national *State of Tobacco Control (SOTC)* report, with the next one scheduled to be released in January 2015. In conjunction with the national SOTC report, the American Lung Association in California releases a tobacco control report card for all 482 incorporated cities and towns and 58 counties in California entitled, *State of Tobacco Control – California Local Grades Report*. This year, the American Lung Association in California has developed a new grading methodology to use for the annual report to better reflect the strong local policies passing throughout the state.

While we have made enormous progress in the fight against tobacco, it is still the number one cause of preventable death in the United States. Since 1964, we have cut smoking rates by more than half, dramatically reduced exposure to secondhand smoke, reduced rates of lung cancer and other tobacco-related diseases and fundamentally changed public attitudes about tobacco resulting in millions of lives saved. Despite this progress, tobacco remains a dangerous threat, killing almost 34,000 Californians each year, causing illness in even more and costing the state nearly \$22 billion in health care bills and lost productivity. More needs to be done to decrease these numbers and to stop the 20,300 children in California who start smoking each year from picking up this deadly and addictive habit.

Over the past 50 years, we have developed proven strategies that can achieve our public health goals if they are fully and effectively implemented. These strategies are reflected in the grading categories in both the national and local SOTC reports.

Here in California we've used the same methodology for grading the SOTC report for the past six years. This year we will use an updated methodology. In the six years since the original methodology was developed, the bar has been raised by cities and counties across the state passing strong policies. We want our grading methodology to reflect these strong policies that we know will improve the health of California residents.

In the new methodology, grades are assigned for the following policy categories: Smokefree Outdoor Air, Smokefree Housing, and Reducing Sales of Tobacco Products. These three grades, plus an Emerging Issues bonus point section, are then averaged for one Overall Tobacco Control Grade. The updated grading methodology for the *State of Tobacco Control Report – California Local Grades* may result in jurisdictions receiving adjusted grades.

We encourage you to work with us to improve your city's tobacco control grade. Please visit our About Us page at <http://www.lung.org/California> to contact your local American Lung Association in California office for more information on the impact of smoking in your community and what can be done to improve your grade.

We hope you will join us in the fight to breathe easier.

**Kimberly Amazeen**  
Vice President, Programs & Advocacy

**Anita Lee**  
Interim Chief Executive Officer

Contact: Kimberly Amazeen, Vice President of Programs and Advocacy at (916) 585-7670 or [Kimberly.Amazeen@lung.org](mailto:Kimberly.Amazeen@lung.org)



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 5, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** JRP Historical Consulting, LLC

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Letter from Christopher McMorris, Partner of JRP Historical Consulting, LLC, regarding Convict Lake Road Rehabilitation.

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall

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

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[JRP Ltr](#)

**History**

Time	Who	Approval
7/16/2014 2:59 PM	Clerk of the Board	Yes

**Stephen R. Wee**, Principal / President  
**Rand F. Herbert**, Principal / Vice President  
**Meta Bunse**, Partner  
**Christopher D. McMorris**, Partner

July 15, 2014

RE: Convict Lake Road Rehabilitation, Mono County, California.

To the Mono County Board of Supervisors:

The Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD), in cooperation with the Inyo National Forest, is initiating Environmental Compliance Studies to study potential improvements to rehabilitate Convict Lake Road, also known as Forest Highway 199 and County Road 2018. The studies will be developed pursuant to the National Environmental Policy Act, the California Environmental Quality Act, and Section 106 of the National Historic Preservation Act of 1966. A project study area map has been included for your reference (see attached). The improvements are proposed primarily to address the existing roadway's structural deficiencies, as well as operational and safety issues.

The proposed road rehabilitation will closely follow the existing road with widening as appropriate to improve safety and minimize impacts. The project includes 2.20 miles of widening to accommodate a Class III bike lane, ditch grading, pulverize existing pavement, minor drainage structures, bridge repair, timber retaining wall repair or new gravity wall in front of existing wall, placement of crushed aggregate base and asphalt pavement, signing, striping, guardrails, and other safety-related features necessary to meet current design practice. The project is divided into two segments: Segment 1 begins southwest of US 395 for 2.2 miles (MP 0.00 to MP 2.20) and Segment 2 (MP 2.20 to MP 2.75) begins before the bridge at the Convict Lake outflow and extends 0.55 miles to the project terminus on the east side of the lake.

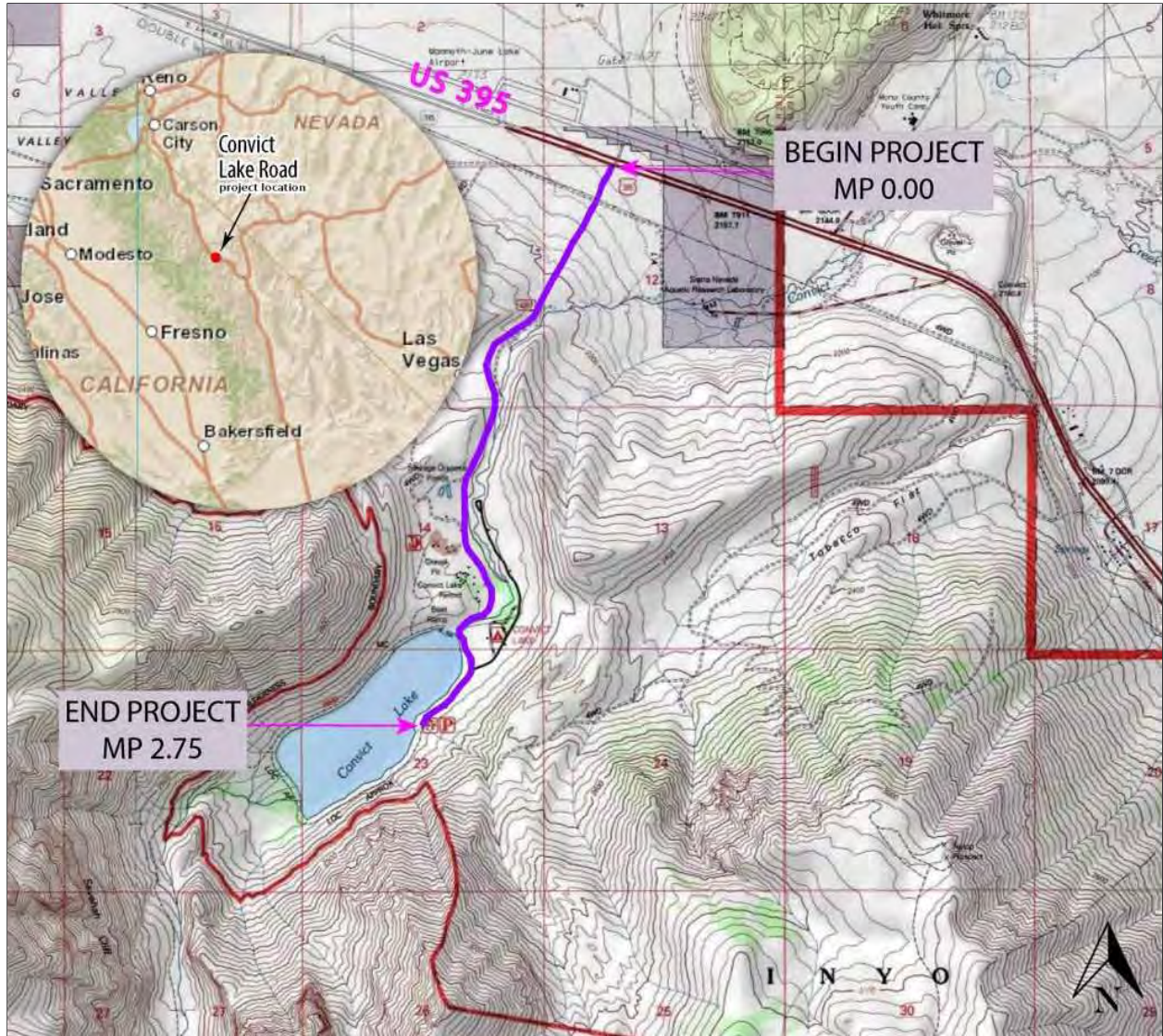
JRP Historical Consulting, LLC is assisting FHWA with its review of potential project effects on historic properties. The FHWA is inviting comments from individuals, Federal, State, tribal governments, and local agencies, as well as others interested in or potentially affected by the proposal. If you or your organization has any information or concerns regarding historic resources in the areas that could be affected by this project, please respond as soon as possible. In addition to the address noted above, you may also reach me via phone (530) 757-2521 or email at: [cmcmorris@jrphistorical.com](mailto:cmcmorris@jrphistorical.com). Please note this is not a request for research, just for information. Thank you.

Sincerely,



Christopher McMorris  
Partner / Architectural Historian





Project Location Map



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 5, 2014

**Departments: Community Development, County Counsel**

**TIME REQUIRED** 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Scott Burns, Stacey Simon

**SUBJECT** Ordinance Amending Mono County Code Section 2.36.030 Related to Votes Required for the Transaction of Business by the Planning Commission

### AGENDA DESCRIPTION:

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

Proposed ordinance Amending Section 3.36.030 of the Mono County Code Relating to Votes Required for the Transaction of Business by the Planning Commission.

### RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

### FISCAL IMPACT:

**CONTACT NAME:** Scott Burns or Stacey Simon

**PHONE/EMAIL:** (760) 924-1704 (Stacey) or (760) 924-1807 (Scott) / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov); [sburns@mono.ca.gov](mailto:sburns@mono.ca.gov)

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Proposed Ordinance](#)
- [Planning Commission Recommendation](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/30/2014 10:26 AM	County Administrative Office	Yes
7/29/2014 1:21 PM	County Counsel	Yes
7/29/2014 4:02 PM	Finance	Yes

**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputies**  
Christian Milovich  
John-Carl Vallejo

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Legal Assistant**  
Jenny Senior

To: Board of Supervisors

From: Stacey Simon, Assistant County Counsel  
Scott Burns, Community Development Director

Date: August 5, 2014

Re: Planning Commission Vote Requirement

**Recommendation**

Introduce, read title, and waive further reading of proposed ordinance Amending Section 2.36.030 of the Mono County Code related to votes required for the transaction of business by the Planning Commission. Provide any desired direction to staff.

**Fiscal Impact**

None.

**Discussion**

It is the longstanding practice of the Mono County Planning Commission that three affirmative votes are required for any action to be taken. In other words, if only three members of the Commission are present at a meeting, then all three members must vote in the affirmative in order to take the proposed action.

The Planning Commission's practice is not mandated by state law,<sup>1</sup> but is instead based on language in the Mono County Code which has been interpreted as imposing such a requirement. Under state law alone, action may be taken by a planning commission upon the affirmative vote of a majority of the members present, even if only a quorum (i.e., three members) is present.

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<sup>1</sup> Under state law, the affirmative vote of a majority of the total membership of county boards of supervisors is required in order to approve an action.



In other words, under state law alone, if only three members of a planning commission are present, then an action may be taken by affirmative vote of just two members (i.e., with the third member voting against the action).

When this office asked whether the Mono County Commission would like to request modification to the language in the Mono County Code in order to enable action to be taken by affirmative vote of only two Planning Commissioners if only three Commissioners were present, the Planning Commission's strong consensus was to the contrary.

The Commission expressed a variety of policy reasons for maintaining the current system and interpretation. Specifically, the Commission felt that allowing approval of projects or other actions with fewer than a majority of the total Commission would undermine the Commission's structure and broad representation of the entire County, as well as encourage "meeting shopping" (whereby project proponents or opponents could seek to have a matter heard at a particular meeting where fewer members would be present in order to obtain a desired outcome).

Accordingly, this office suggested that the relevant language in the County Code - rather than being deleted or modified to allow for action to be taken by only two Commissioners - instead be strengthened, so that the requirement for three affirmative votes would be clear and unambiguous.

In furtherance of the above, the Planning Commission adopted the attached resolution recommending that the Board of Supervisors amend section 2.36.030 of the Mono County Code to more explicitly and clearly express the longstanding practice and requirement that there be three affirmative votes for an action to be taken by the Planning Commission. The resolution includes a recommendation for one exception to the "three-vote" requirement - for minor, non-substantive, and/or procedural matters (such as approving minutes), which the Planning Commission agreed did not warrant heightened approval requirements.

Attached is a proposed ordinance for consideration, and possible introduction, by your Board which, if adopted, would implement the Planning Commission's recommendation to amend County Code section 2.36.030.

If you have any questions on this item prior to your meeting, please feel free to call me at 760-924-1704 or Scott Burns at 760-924-1807.



ORD14-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS AMENDING SECTION 2.36.030  
OF THE MONO COUNTY CODE RELATED TO VOTES REQUIRED FOR THE  
TRANSACTION OF BUSINESS BY THE PLANNING COMMISSION**

**WHEREAS**, historic practice and policy of the Mono County Planning Commission has required the affirmative vote of not less than a majority of the total membership of the Commission, in order for official action to be taken, under Mono County Code section 2.36.030; and

**WHEREAS**, with certain exceptions, state law allows for action to be taken by a majority of a quorum of a planning commission, which is two members when only a quorum is present; and

**WHEREAS**, the Mono County Planning Commission has requested that the Board of Supervisors clarify and affirm that, with certain limited exceptions, no official action may be taken by the Commission except by affirmative vote of not less than a majority of the total membership of the Commission; and

**WHEREAS**, the Board of Supervisors wishes to amend Mono County Code section 2.36.030 to affirm and clarify that, with certain enumerated exceptions, the Mono County Planning Commission may only take official action by affirmative vote of a majority of its membership;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS** that:

**SECTION ONE:** Section 2.36.030 (B) of the Mono County Code is hereby amended in its entirety and replaced with the following:

“A quorum shall consist of three members of the planning commission, provided however, that, with the exceptions noted below, no official action may be taken by the planning commission except by affirmative vote of a majority of its total membership.”

**SECTION TWO:** Section 2.36.030 (C) is hereby added to the Mono County Code and shall read as follows:

“Notwithstanding subdivision (B), a majority of a quorum of the planning commission may approve the minutes of any planning commission meeting, approve meeting continuances, and take action with respect to other procedural matters of the commission.”

**SECTION THREE:** This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote, to wit:

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**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Larry K. Johnston, Chairman  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

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





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 5, 2014

**Departments: Finance**

**TIME REQUIRED** 15 minutes (5 minute presentation; 10 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD**

Leslie Chapman

**SUBJECT** Quarterly Investment Report

### AGENDA DESCRIPTION:

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

Treasury Status report for the quarter ended June 30, 2014 and monthly transaction report for June, 2014.

### RECOMMENDED ACTION:

Review reports, provide feedback and direct questions to the County Finance Director.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Leslie Chapman

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Treasury Report - 4th Quarter 2014](#)

### History

Time	Who	Approval
7/30/2014 10:24 AM	County Administrative Office	Yes
7/29/2014 4:01 PM	County Counsel	Yes
7/29/2014 3:57 PM	Finance	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

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Assistant Finance Director  
Treasurer-Tax Collector

Leslie L. Chapman, CPA  
Finance Director

Roberta Reed  
Assistant Finance Director  
Auditor-Controller

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

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

**Date:** August 5, 2014  
**To:** Honorable Board of Supervisors  
County Administrative Officer  
Treasury Pool Participants  
**From:** Leslie L. Chapman, CPA *LC*  
Finance Director  
**Subject:** Quarterly Investment Report

The Treasury Pool investment report for the quarter ended June 30, 2014 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par and dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Transaction Summary by Action** - Shows the investment transactions for the month of June in accordance with Government Code §53607.
- **Distribution by Security Sector – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Market Value** – Makes it easy to see whether no more than 60% of the portfolio is invested beyond 12 months as stated in Section VIII of the Mono County Investment Policy.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows that the current mix of cash and investments is stable and consistent when compared to prior months and particularly the same time last year.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, that the county pool is performing twice as well as two year US Treasuries and almost four times better than the California Local Agency Investment Fund (LAIF).

The County also has monetary assets held outside the County Treasury including:

- The Sheriff’s Department has two accounts: the Civil Trust Account and the Sheriff Revolving Fund. The balances in these accounts as of June 30, 2014 were \$25,927.98 and \$2,521.88 respectively.
- Solid Waste has an account that is required by California Integrated Waste as security for a zero interest loan. The County is required to maintain a balance equal to two months’ payments. The balance in this account as of June 30, 2014 was \$74,295.23.
- Mono County’s OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$12,194,312.74 as of May 31, 2014. This is an irrevocable trust to mitigate the liability for the County’s obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy except:

- The Weighted Average to Maturity (WAM) was 746 days yet county policy states it “...shall never exceed 24 months” (730 days, emphasis added). During July, three bonds either matured or were called bringing the WAM back into compliance, and
- 64% of the portfolio is invested beyond 12 months. The County Policy states, “No more than 60 percent of the portfolio may be invested beyond 12 months.” The correction will take place as long term bonds get called and the funds are reinvested to comply with policy.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are 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 \$66,771,446.34, and the market value was \$66,473,348.99 (calculated by Union Bank) or 99.55% of cost. Market value does not include accrued interest which was \$122,175.24 on the last day of the quarter.

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	\$70,192,936
Earned Interest (including accruals)	\$139,042	\$183,153	\$144,686	\$156,672
Earned Interest Rate	.8949%	.9607%	.856%	.9124%
Number of Days in Quarter	92	92	90	91
Interest Received	\$135,430	\$164,652	\$124,871	\$207,453
Administration Costs	\$10,498	\$10,498	\$8,166	\$10,243
Net Interest for Apportionment	\$124,932	\$154,154	\$116,705	\$197,210





**Mono County**  
**Portfolio Holdings by Security Sector**  
**As of June 30, 2014**

Description	Settlement Date	Cost Basis	Face Amount Par Value	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
<b>Cash</b>											
Oak Valley Bank Cash	2/28/2009	5,632,402.76	5,632,402.76	5,632,402.76	0.328	0.328	N/A	1	None		8.47
<b>Sub Total / Average</b>		<b>5,632,402.76</b>	<b>5,632,402.76</b>	<b>5,632,402.76</b>	<b>0.328</b>	<b>0.328</b>		<b>1</b>		<b>0</b>	<b>8.47</b>
<b>Certificate Of Deposit</b>											
Sallie Mae Bank, UT 0.85 9/19/2014	9/19/2012	250,000.00	250,000.00	250,272.50	0.85	0.85	9/19/2014	81	None	599.66	0.38
Sovereign Bank 0.75 10/14/2014	10/11/2012	250,000.00	250,000.00	250,360.00	0.75	0.75	10/14/2014	106	None	410.96	0.38
Goldman Sachs Bank 0.95 4/10/2015	10/10/2012	250,000.00	250,000.00	250,750.00	0.95	0.95	4/10/2015	284	None	527.05	0.38
GE Capital Bank, UT 0.9 4/13/2015	10/12/2012	250,000.00	250,000.00	250,655.00	0.9	0.9	4/13/2015	287	None	486.99	0.38
American Express 1 7/13/2015	10/11/2012	250,000.00	250,000.00	251,117.50	1	1	7/13/2015	378	None	547.95	0.38
Ally Bank of Utah 1.1 9/21/2015	9/19/2012	250,000.00	250,000.00	251,560.00	1.1	1.1	9/21/2015	448	None	776.03	0.38
Sallie Mae Bank, UT 1.05 10/26/2015	11/14/2012	250,000.00	250,000.00	251,457.50	1.05	1.05	10/26/2015	483	None	481.85	0.38
First Bank Puerto Rico 0.9 11/23/2015	11/21/2012	250,000.00	250,000.00	251,487.50	0.9	0.9	11/23/2015	511	None	55.48	0.38
Discover Bank 1.25 9/19/2016	9/19/2012	250,000.00	250,000.00	252,710.00	1.25	1.25	9/19/2016	812	None	881.85	0.38
<b>Sub Total / Average</b>		<b>2,250,000.00</b>	<b>2,250,000.00</b>	<b>2,260,370.00</b>	<b>0.972</b>	<b>0.972</b>		<b>377</b>		<b>4,767.82</b>	<b>3.38</b>
<b>Corporate</b>											
Toronto-Dominion Bank 1.375 7/14/2014	11/10/2011	506,095.00	500,000.00	500,200.00	1.375	0.913	7/14/2014	14	Moody's-Aa1	3,170.14	0.75
Wells Fargo 3.75 10/1/2014	10/12/2011	502,950.00	500,000.00	504,305.00	3.75	1.67	10/1/2014	93	Moody's-A2	4,635.42	0.76
Microsoft Corp 1.625 9/25/2015	5/1/2012	517,220.00	500,000.00	508,260.00	1.625	0.6	9/25/2015	452	Moody's-Aaa	2,144.10	0.76
General Electric Cap Corp 2.25 11/9/2015	10/10/2012	520,240.00	500,000.00	511,440.00	2.25	0.914	11/9/2015	497	S&P-AA+	1,593.75	0.77
General Electric Cap Corp 2.25 11/9/2015	7/23/2012	515,592.70	500,000.00	511,440.00	2.25	1.28	11/9/2015	497	S&P-AA+	1,593.75	0.76
Pfizer Inc 0.9 1/15/2017-14	1/15/2014	498,085.00	500,000.00	500,230.00	0.9	1.03	1/15/2017	930	Moody's-A1	2,062.50	0.75
US Bancorp 1.65 5/15/2017	5/11/2012	502,365.00	500,000.00	507,635.00	1.65	1.551	5/15/2017	1050	Moody's-A1	1,031.25	0.75
Union Bank 2.125 6/16/2017	1/9/2013	517,250.00	500,000.00	511,115.00	2.125	1.322	6/16/2017	1082	Moody's-A2	413.19	0.77
Intel Corp 1.35 12/15/2017-14	5/27/2014	502,250.00	500,000.00	500,140.00	1.35	1.22	12/15/2017	1264	Moody's-A1	281.25	0.75
Wells Fargo 1.5 1/16/2018	5/14/2013	530,000.00	500,000.00	499,145.00	1.5	1.369	1/16/2018	1296	Moody's-A2	3,416.67	0.75
Allergan Inc 1.35 3/15/2018-14	2/24/2014	495,105.00	500,000.00	482,635.00	1.35	1.6	3/15/2018	1354	S&P-A+	1,968.75	0.74
General Electric Cap Corp 1.625 4/2/2018	5/14/2013	506,735.00	500,000.00	500,820.00	1.625	1.339	4/2/2018	1372	Moody's-A1	1,986.11	0.76
Apple Inc 1.5/3/2018	5/15/2013	497,300.00	500,000.00	488,980.00	1	1.112	5/3/2018	1403	Moody's-Aa1	791.67	0.75
<b>Sub Total / Average</b>		<b>6,611,187.70</b>	<b>6,500,000.00</b>	<b>6,526,345.00</b>	<b>1.753</b>	<b>1.224</b>		<b>869</b>		<b>25,088.55</b>	<b>9.83</b>
<b>Local Government Investment Pool</b>											
Local Agency Investment Fund LGIP-Quarterly	6/30/2014	13,917,767.68	13,917,767.68	13,917,767.68	0.328	0.328	N/A	1	NR	125.07	20.92
<b>Sub Total / Average</b>		<b>13,917,767.68</b>	<b>13,917,767.68</b>	<b>13,917,767.68</b>	<b>0.328</b>	<b>0.328</b>		<b>1</b>		<b>125.07</b>	<b>20.92</b>



Description	Settlement Date	Cost Basis	Face Amount Par Value	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
<b>Municipal</b>											
Fullerton Redevelopment Agency CA 4 9/1/2014	11/4/2010	1,450,236.75	1,425,000.00	1,430,885.25	4	3.502	9/1/2014	63	Moody's-A	18,841.67	2.14
Long Beach Pension CA 5.09 9/1/2014	2/2/2011	539,625.00	500,000.00	502,785.00	5.09	2.75	9/1/2014	63	Moody's-A2	8,412.64	0.75
Gilroy Unified School CA 3.96 4/1/2015	6/30/2011	501,388.15	485,000.00	493,390.50	3.96	3.002	4/1/2015	275	Moody's-Aa3	4,748.15	0.73
Fresno Pension OB 4.408 8/15/2015	5/11/2012	542,765.00	500,000.00	514,680.00	4.408	1.7	8/15/2015	411	S&P-AA-	8,265.00	0.77
Oceanside CA ISD 4.5 5/1/2016	7/23/2012	1,111,813.00	995,000.00	1,039,824.75	4.5	1.3	5/1/2016	671	Moody's-Aa3	7,338.12	1.58
Oceanside CA ISD 4.5 5/1/2016	6/3/2014	470,338.30	445,000.00	465,047.25	4.5	3.237	5/1/2016	671	Moody's-Aa3	3,281.88	0.68
La Mesa Spring Valley SD 1.886 8/1/2017	5/1/2014	502,920.00	500,000.00	504,845.00	1.886	1.7	8/1/2017	1128	Moody's-A1	1,545.47	0.76
Lake Tahoe Unified School District 0 8/1/2017	11/19/2013	619,567.00	650,000.00	616,245.50	0	1.3	8/1/2017	1128	Moody's-A1	0	0.94
Solano Co Community College 1.384 8/1/2017	5/27/2014	252,210.00	250,000.00	249,767.50	1.384	1.1	8/1/2017	1128	Moody's-Aa3	788.11	0.38
Union School District CA 1.573 9/1/2017	11/29/2012	506,270.00	500,000.00	505,455.00	1.573	1.3	9/1/2017	1159	Moody's-Aa2	2,599.82	0.76
El Monte CA School District GO 1.698 5/1/2018	6/12/2014	503,340.00	500,000.00	502,960.00	1.698	1.521	5/1/2018	1401	S&P-AA	424.5	0.76
<b>Sub Total / Average</b>		<b>7,000,473.20</b>	<b>6,750,000.00</b>	<b>6,825,885.75</b>	<b>3.251</b>	<b>2.186</b>		<b>634</b>		<b>56,245.36</b>	<b>10.26</b>
<b>US Agency</b>											
FHLMC 0.625 11/1/2016	10/19/2012	1,997,580.00	2,000,000.00	2,002,060.00	0.625	0.655	11/1/2016	855	Moody's-Aaa	2,048.61	3
FHLB 0.55 11/7/2016	5/7/2013	1,999,500.00	2,000,000.00	1,992,960.00	0.55	0.557	11/7/2016	861	Moody's-Aaa	1,619.44	3.01
FHLMC 1.1 9/26/2017-14	12/26/2013	1,743,875.00	1,750,000.00	1,747,112.50	1.1	1.196	9/26/2017	1184	Moody's-Aaa	5,026.39	2.62
FHLB 1.375 10/17/2017-14	4/17/2014	2,000,000.00	2,000,000.00	2,001,060.00	1.375	1.375	10/17/2017	1205	Moody's-Aaa	5,576.39	3.01
FNMA Step 11/8/2017-13	11/15/2012	2,000,000.00	2,000,000.00	1,988,740.00	0.7	1.019	11/8/2017	1227	Moody's-Aaa	2,022.22	3.01
FNMA Step 11/15/2017-13	11/15/2012	1,998,500.00	2,000,000.00	1,992,120.00	0.7	0.991	11/15/2017	1234	Moody's-Aaa	1,750.00	3
FNMA Step 11/21/2017-13	11/21/2012	2,000,000.00	2,000,000.00	2,001,120.00	0.75	1.119	11/21/2017	1240	S&P-AA+	1,625.00	3.01
FNMA Step 12/13/2017-13	12/13/2012	1,998,960.00	2,000,000.00	1,992,700.00	0.7	1.059	12/13/2017	1262	Moody's-Aaa	661.11	3.01
FNMA Step 12/26/2017-13	12/28/2012	2,000,000.00	2,000,000.00	2,000,440.00	0.75	1.044	12/26/2017	1275	Moody's-Aaa	166.67	3.01
FNMA Step 12/27/2017-13	12/27/2012	2,000,000.00	2,000,000.00	1,996,680.00	0.75	1.08	12/27/2017	1276	Moody's-Aaa	125	3.01
FHLB 1.375 1/11/2018-14	5/22/2014	630,000.00	630,000.00	630,195.30	1.375	1.375	1/11/2018	1291	Moody's-Aaa	1,900.94	0.95
FNMA Step 1/22/2018-13	1/24/2013	1,998,500.00	2,000,000.00	1,990,920.00	0.7	1.124	1/22/2018	1302	S&P-AA+	6,144.44	3
FHLB 1.5 2/21/2018-14	5/21/2014	2,000,000.00	2,000,000.00	2,003,540.00	1.5	1.5	2/21/2018	1332	Moody's-Aaa	3,250.00	3.01
FNMA Step 2/28/2018-13	2/28/2013	1,999,000.00	2,000,000.00	1,989,900.00	0.07	0.728	2/28/2018	1339	None	466.67	3.01
FHLMC 1.32 2/28/2018-14	5/28/2014	1,500,000.00	1,500,000.00	1,499,700.00	1.32	1.32	2/28/2018	1339	Moody's-Aaa	1,760.00	2.25
FFCB 1.25 6/4/2018-13	6/4/2013	1,993,700.00	2,000,000.00	1,984,720.00	1.25	1.315	6/4/2018	1435	Moody's-Aaa	1,805.56	3
FHLB 1.5 6/29/2018-14	6/30/2014	1,500,000.00	1,500,000.00	1,496,610.00	1.5	1.5	6/29/2018	1460	Moody's-Aaa	0	2.25
<b>Sub Total / Average</b>		<b>31,959,615.00</b>	<b>31,380,000.00</b>	<b>31,310,577.80</b>	<b>0.888</b>	<b>1.094</b>		<b>1235</b>		<b>35,948.44</b>	<b>47.14</b>
<b>Total / Average</b>		<b>66,771,448.34</b>	<b>66,430,170.44</b>	<b>66,473,348.99</b>	<b>1.054</b>	<b>0.99</b>		<b>746</b>		<b>122,175.24</b>	<b>100</b>



# Mono County Transaction Summary by Action All Portfolios

Begin Date: 5/31/2014, End Date: 6/30/2014

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	6/12/2014	283309KM3	500,000.00	El Monte CA School District GO 1.698 5/1/2018	100.67	503,340.00	0.00	1.52	503,340.00
Buy	6/30/2014	3130A2BQ8	1,500,000.00	FHLB 1.5 6/29/2018-14	100.00	1,500,000.00	0.00	1.50	1,500,000.00
		<b>Subtotal</b>	<b>2,000,000.00</b>			<b>2,003,340.00</b>	<b>0.00</b>		<b>2,003,340.00</b>
Deposit	6/6/2014	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	6/10/2014	OAKVALLEY0670	103.76	Oak Valley Bank Cash	100.00	103.76	0.00	0.00	103.76
Deposit	6/30/2014	LAIF6000Q	13,917,767.68	Local Agency Investment Fund LGIP- Quarterly	100.00	13,917,767.68	0.00	0.00	13,917,767.68
Deposit	6/30/2014	LAIF6000	10,694.89	Local Agency Investment Fund LGIP	100.00	10,694.89	0.00	0.00	10,694.89
Deposit	6/30/2014	OAKVALLEY0670	1,121.71	Oak Valley Bank Cash	100.00	1,121.71	0.00	0.00	1,121.71
Deposit	6/30/2014	OAKVALLEY0670	11,257,755.19	Oak Valley Bank Cash	100.00	11,257,755.19	0.00	0.00	11,257,755.19
		<b>Subtotal</b>	<b>27,187,443.23</b>			<b>27,187,443.23</b>	<b>0.00</b>		<b>27,187,443.23</b>
<b>Total Buy Transactions</b>									
			<b>29,187,443.23</b>			<b>29,190,783.23</b>	<b>0.00</b>		<b>29,190,783.23</b>
<b>Interest/Dividends</b>									
Interest	6/1/2014	69511AAD6	0.00	Pacifica Pension GO 4.053 6/1/2014	0.00	0.00	7,194.08	0.00	7,194.08
Interest	6/4/2014	3133ECQW7	0.00	FFCB 1.25 6/4/2018-13	0.00	0.00	12,500.00	0.00	12,500.00
Interest	6/10/2014	OAKVALLEY0670	0.00	Oak Valley Bank Cash	0.00	0.00	103.76	0.00	103.76
Interest	6/13/2014	3136G07A3	0.00	FNMA Step 12/13/2017-13	0.00	0.00	7,000.00	0.00	7,000.00
Interest	6/15/2014	458140AL4	0.00	Intel Corp 1.35 12/15/2017-14	0.00	0.00	3,375.00	0.00	3,375.00
Interest	6/16/2014	90520EAE1	0.00	Union Bank 2.125 6/16/2017	0.00	0.00	5,312.50	0.00	5,312.50
Interest	6/21/2014	33764JPM1	0.00	First Bank Puerto Rico 0.9 11/23/2015	0.00	0.00	191.10	0.00	191.10
Interest	6/26/2014	3136G1AA7	0.00	FNMA Step 12/26/2017-13	0.00	0.00	7,500.00	0.00	7,500.00
Interest	6/27/2014	3136G14Y2	0.00	FNMA Step 12/27/2017-13	0.00	0.00	7,500.00	0.00	7,500.00
Interest	6/30/2014	LAIF6000	0.00	Local Agency Investment Fund LGIP	0.00	0.00	10,694.89	0.00	10,694.89
Interest	6/30/2014	OAKVALLEY0670	0.00	Oak Valley Bank Cash	0.00	0.00	1,121.71	0.00	1,121.71
		<b>Subtotal</b>	<b>0.00</b>			<b>0.00</b>	<b>62,493.04</b>		<b>62,493.04</b>
		<b>Subtotal</b>	<b>0.00</b>			<b>0.00</b>	<b>62,493.04</b>		<b>62,493.04</b>
<b>Total Interest/Dividends</b>									
			<b>355,000.00</b>		<b>0.00</b>	<b>355,000.00</b>	<b>0.00</b>		<b>355,000.00</b>
<b>Sell Transactions</b>									
Matured	6/1/2014	69511AAD6	355,000.00	Pacifica Pension GO 4.053 6/1/2014	0.00	355,000.00	0.00	0.00	355,000.00



# Mono County Transaction Summary by Action All Portfolios

Begin Date: 5/31/2014, End Date: 6/30/2014

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Subtotal</b>			<b>355,000.00</b>			<b>355,000.00</b>	<b>0.00</b>		<b>355,000.00</b>
Sell	6/4/2014	3133ECZ31	2,000,000.00	FFCB 1.41 9/6/2017	0.00	2,014,000.00	6,893.33	0.00	2,020,893.33
Sell	6/24/2014	36962G5W0	500,000.00	General Electric Cap Corp 2.3 4/27/2017	0.00	513,310.00	1,820.83	0.00	515,130.83
Sell	6/24/2014	59217GAC3	595,000.00	MetLife Global 2.5 9/29/2015	0.00	607,120.15	3,512.15	0.00	610,632.30
<b>Subtotal</b>			<b>3,095,000.00</b>			<b>3,134,430.15</b>	<b>12,226.31</b>		<b>3,146,656.46</b>
Withdraw	6/30/2014	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	6/30/2014	LAIF6000	13,917,767.68	Local Agency Investment Fund LGIP	0.00	13,917,767.68	0.00	0.00	13,917,767.68
Withdraw	6/30/2014	OAKVALLEY0670	10,541,354.56	Oak Valley Bank Cash	0.00	10,541,354.56	0.00	0.00	10,541,354.56
<b>Subtotal</b>			<b>26,459,122.24</b>			<b>26,459,122.24</b>	<b>0.00</b>		<b>26,459,122.24</b>
<b>Total Sell Transactions</b>			<b>29,909,122.24</b>			<b>29,948,552.39</b>	<b>12,226.31</b>		<b>29,960,778.70</b>



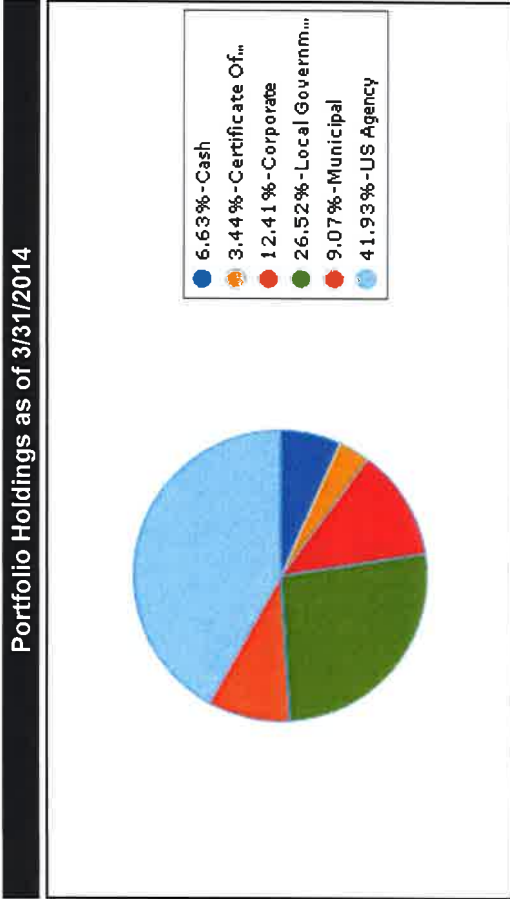
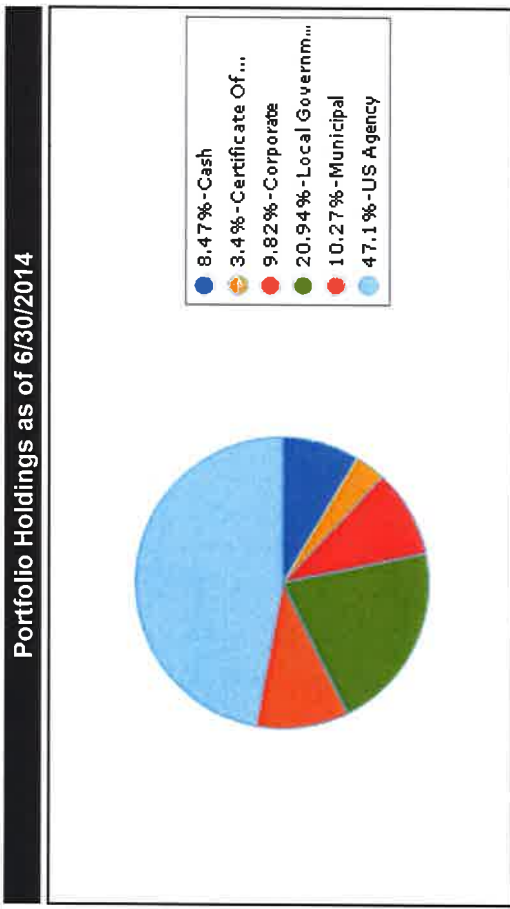
# Mono County

## Distribution by Security Sector - Market Value

### All Portfolios

Begin Date: 3/31/2014, End Date: 6/30/2014

Security Sector Allocation			
Security Sector	Market Value 3/31/2014	% of Portfolio 3/31/2014	Market Value 6/30/2014
Cash	4,351,794.95	6.63	5,632,402.76
Certificate Of Deposit	2,260,677.50	3.44	2,260,370.00
Corporate	8,149,280.70	12.41	6,526,345.00
Local Government Investment Pool	17,407,072.79	26.52	13,917,767.68
Municipal	5,952,645.95	9.07	6,825,885.75
US Agency	27,525,750.00	41.93	31,310,577.80
<b>Total / Average</b>	<b>65,647,221.89</b>	<b>100.00</b>	<b>66,473,348.99</b>





# Mono County

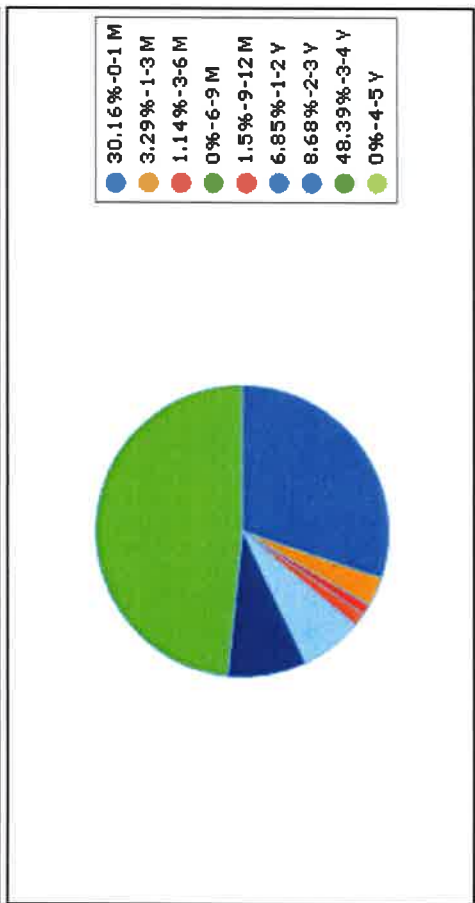
## Distribution by Maturity Range - Market Value

### All Portfolios

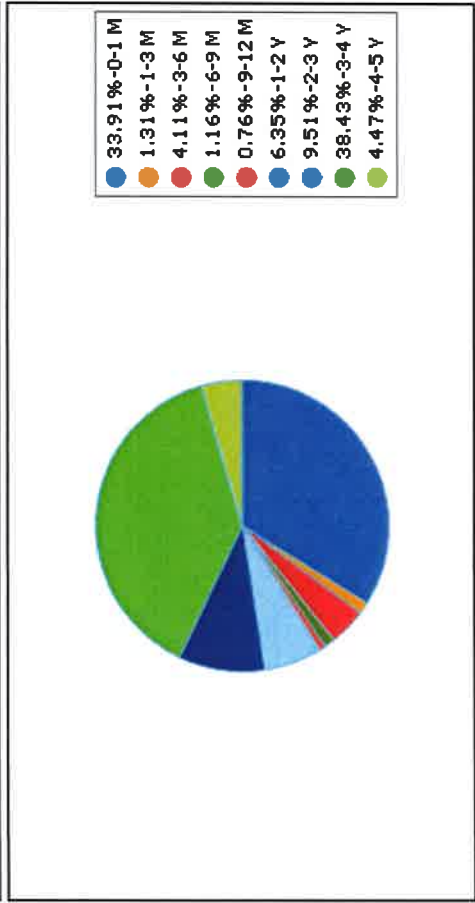
Begin Date: 3/31/2014, End Date: 6/30/2014

Maturity Range	Maturity Range Allocation		Market Value 6/30/2014	% of Portfolio 6/30/2014
	Market Value 3/31/2014	% of Portfolio 3/31/2014		
0-1 Month	22,259,492.74	33.91	20,050,370.44	30.16
1-3 Months	859,690.55	1.31	2,183,942.75	3.29
3-6 Months	2,698,253.25	4.11	754,665.00	1.14
6-9 Months	759,132.50	1.16	0.00	0.00
9-12 Months	496,247.15	0.76	994,795.50	1.50
1-2 Years	4,171,818.20	6.35	4,556,314.50	6.85
2-3 Years	6,242,243.00	9.51	5,766,710.00	8.68
3-4 Years	25,226,874.50	38.43	32,166,550.80	48.39
4-5 Years	2,933,470.00	4.47	0.00	0.00
<b>Total / Average</b>	<b>65,647,221.89</b>	<b>100.00</b>	<b>66,473,348.99</b>	<b>100.00</b>

Portfolio Holdings as of 6/30/2014



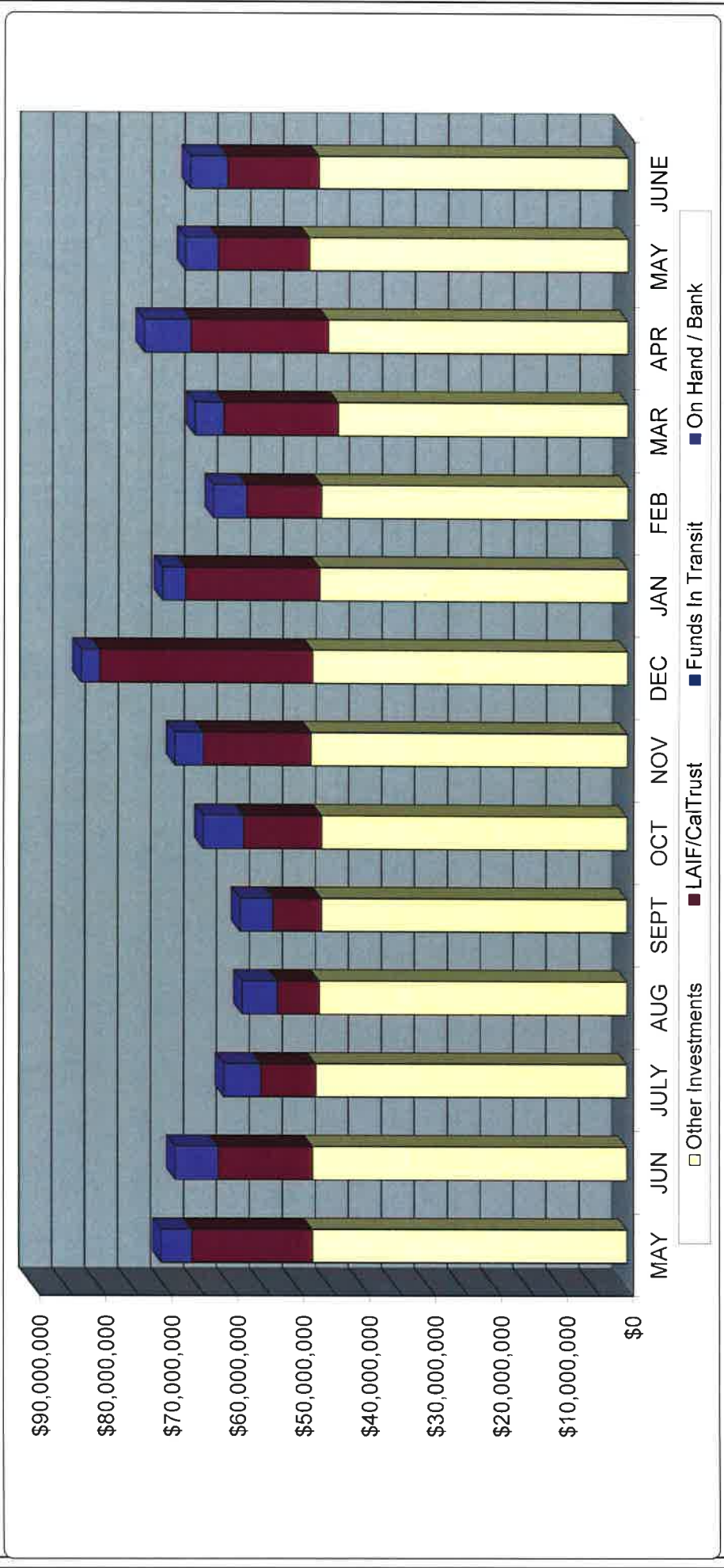
Portfolio Holdings as of 3/31/2014





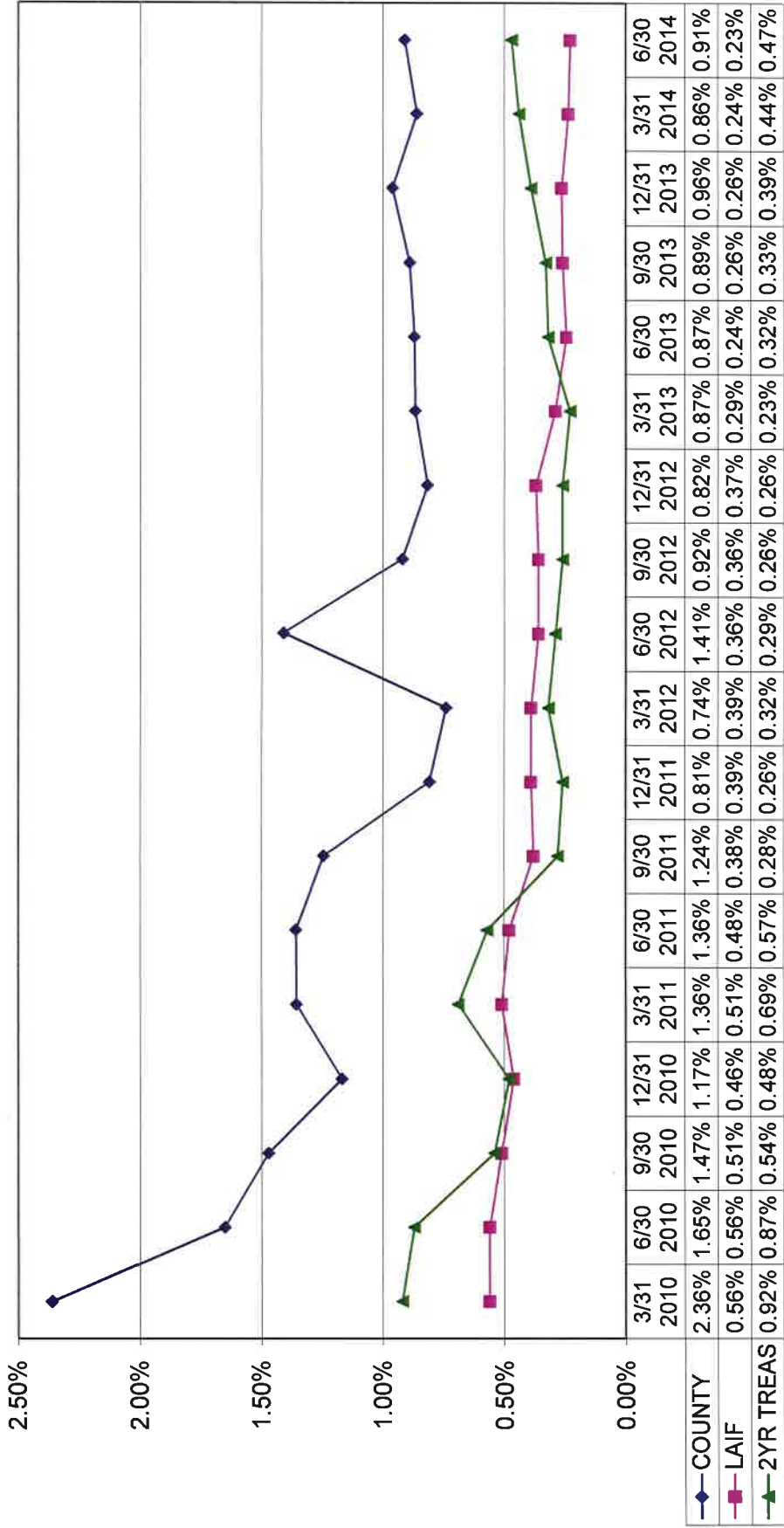
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
On Hand / Bank	\$4,599,354	\$6,459,328	\$5,575,297	\$5,299,384	\$4,994,477	\$6,095,116	\$4,251,181	\$2,745,989	\$3,449,027	\$5,005,876	\$4,351,795	\$7,041,312	\$4,914,777	\$5,632,403
Funds In Transit														
LAIF/CalTrust	\$18,368,114	\$14,368,114	\$9,379,868	\$6,379,868	\$7,379,868	\$11,886,110	\$16,386,110	\$32,386,110	\$20,397,506	\$11,397,506	\$17,397,506	\$20,907,073	\$13,907,073	\$13,907,073
Other Investments	\$47,685,000	\$47,685,000	\$47,185,000	\$46,685,000	\$46,350,000	\$46,350,000	\$48,000,000	\$47,750,000	\$46,750,000	\$46,450,000	\$43,950,000	\$45,450,000	\$48,330,000	\$46,880,000
<b>TOTAL</b>	<b>\$70,652,468</b>	<b>\$68,512,442</b>	<b>\$61,140,165</b>	<b>\$56,364,252</b>	<b>\$58,724,345</b>	<b>\$64,301,226</b>	<b>\$68,637,292</b>	<b>\$82,882,099</b>	<b>\$70,595,533</b>	<b>\$62,853,382</b>	<b>\$65,699,301</b>	<b>\$73,398,385</b>	<b>\$67,151,849</b>	<b>\$66,419,476</b>



MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2014							\$500,000.00	\$500,000.00	\$2,175,000.00	\$750,000.00			\$3,425,000.00
Calendar Year 2015				\$985,000.00			\$250,000.00	\$500,000.00	\$750,000.00	\$250,000.00	\$1,250,000.00		\$3,985,000.00
Calendar Year 2016					\$1,440,000.00				\$250,000.00	\$250,000.00	\$4,000,000.00		\$5,690,000.00
Calendar Year 2017		\$500,000.00			\$500,000.00	\$500,000.00		\$1,400,000.00	\$2,250,000.00	\$2,000,000.00	\$6,000,000.00	\$6,500,000.00	\$19,650,000.00
Calendar Year 2018	\$3,130,000.00	\$5,500,000.00	\$500,000.00	\$500,000.00	\$1,000,000.00	\$3,500,000.00							\$14,130,000.00
<b>TOTAL</b>													<b>\$46,880,000.00</b>

### MONO COUNTY TREASURY POOL QUARTERLY YIELD COMPARISON





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 5, 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, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt).  
Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time

Who

Approval



7/21/2014 11:35 AM	County Administrative Office	Yes
7/29/2014 1:11 PM	County Counsel	Yes
7/18/2014 2:50 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 5, 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)

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Human Resources Director/Risk Manager.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

**PHONE/EMAIL:** /

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

#### History

Time	Who	Approval
7/30/2014 10:23 AM	County Administrative Office	Yes
7/29/2014 4:02 PM	County Counsel	Yes
7/29/2014 4:06 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 5, 2014

**TIME REQUIRED**

**SUBJECT** Closed Session - Conference with  
Legal Counsel

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time	Who	Approval
7/30/2014 10:23 AM	County Administrative Office	Yes
7/29/2014 3:05 PM	County Counsel	Yes
7/29/2014 4:06 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 5, 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: Mono County v. Mono County PAB.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
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YES  NO

**ATTACHMENTS:**

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No Attachments Available

**History**

Time	Who	Approval
7/30/2014 10:23 AM	County Administrative Office	Yes
7/29/2014 3:05 PM	County Counsel	Yes
7/29/2014 4:06 PM	Finance	Yes