



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

### Regular Meeting October 16, 2018

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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 Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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). 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 <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

***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. RECOGNITIONS**

**A. Employee Service Award Ceremony**

Departments: CAO

1.5 hours

(Leslie Chapman) - Award ceremony for employees with five, ten, fifteen, twenty, twenty-five and thirty years of dedicated service to the County.

**Recommended Action:** Convene ceremony and present awards.

**Fiscal Impact:** The price of awards is included in the CAO budget.

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

**5. 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. Resolution to Amend Allocation List - County Counsel**

Departments: County Counsel

Proposed resolution amending the County list of allocated positions to add one Deputy County Counsel III and to delete one Deputy County Counsel II in the department of County Counsel.

**Recommended Action:** Adopt proposed resolution R18-\_\_\_\_, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one Deputy County Counsel III position and delete one County Counsel II position in the department of County Counsel.

**Fiscal Impact:** The fiscal impact associated with this action is \$15,642 for fiscal year 2018-19 and was included in the Phase II budget adopted by the Board on October 2.

**B. Appointments to Special Districts in Lieu of Election**

Departments: Elections

In certain circumstances, the Mono County Board of Supervisors has the authority to appoint members to various Special District boards in lieu of election, per Elections Code 10515 and Board Resolution 12-64.

**Recommended Action:**

Appoint members to fill Special District board vacancies as follows:

Antelope Valley Fire Protection District: Robert Dunn

Bridgeport Fire Protection District: Jim Jeude; Dan Love; Jason Bullington

Chalfant Valley Fire Protection / Community Services District: Charlie Waldriff;  
Frank Bauer

June Lake Fire Protection District: M. Karen O'Keefe; Paul McCahon

Lee Vining Fire Protection District: Cedar Barager; Narcisco Vargas; Santiago  
Escruceria

Long Valley Fire Protection District: Kim Czeschin; Sharon Shaw

Mammoth Lakes Fire Protection District: Roger Curry; Breton Bihler

Mono City Fire Protection District: David Swisher; Bartshe Miller

Paradise Fire Protection District: Mark Daniel; Pat Pontak; Melissa Carey

Wheeler Crest Fire Protection District: Glenn Inouye; Brent Miller

White Mountain Fire Protection District: Jeffrey Gordon; Jennifer Sarten; Bud  
Moody

Bridgeport Public Utility District: Ken Reynolds; Donna Simensen

Lee Vining Public Utility District: Tom Strazdins

June Lake Public Utility District: Barbara Miller; Mary Hallum

Antelope Valley Water District: Les Chichester; Thomas Summers

Birchim Community Services District: Patricia Corto; Joan Stern

Hilton Creek Community Services District: Isabel S Connolly; Cynthia Adamson;  
Garrett Higerd

Mammoth Lakes Community Services District: Joel Brown (2020); Gerard Oliveira  
(2022)

Wheeler Crest Community Services District: Glenn Inouye; Charles Tucker

Tri-Valley Groundwater Management District: Director A: Carol Ann Mitchell; Marion  
Dunn

Tri-Valley Groundwater Management District: Director B: Richard Moss

**Fiscal Impact:** None.

**C. McFlex/Civic Center Real Property Transactions**

Departments: CAO

A Resolution: (1) authorizing the County Administrative Officer to accept and consent to the recordation of two grant deeds from the Town of Mammoth Lakes transferring portions of APN 035-010-064 (Parcel A-3 and Mono County Civic Center Parcel as shown in Exhibits "A" and "B", the "Property") for the purposes of constructing a County Civic Center building, parking, and access improvements; and (2) approving and authorizing the CAO to execute, subject to the simultaneous occurrence of specified conditions, an irrevocable offer of dedication over Parcel A-3 for road and right-of-way purposes to the Town of Mammoth Lakes in substantially the form set forth in Exhibit "C."

**Recommended Action:** Adopt proposed resolution R18-\_\_\_\_, Authorizing the County Administrative Officer to accept and consent to recordation of two grant

deeds from the Town of Mammoth Lakes for portions of APN 035-010-064, for the purposes of constructing a county civic center, parking, and access improvements and approving, subject to the simultaneous occurrence of specified conditions, an irrevocable offer of dedication over the property for road and right-of-way purposes to the Town of Mammoth Lakes.

**D. Fiscal Impact:** None.  
**Correcting Resolution for sale of 71 Davison, Mammoth Lakes, CA**

Departments: County Counsel and Behavioral Health

Proposed resolution declaring the County's intention to sell certain County-owned surplus real property (APN 031-070-011), specifying the terms and conditions of sale and superseding and replacing R18-61.

**Recommended Action:** Adopt proposed resolution R18-\_\_\_\_, Declaring its intention to sell certain County-owned surplus real property (APN 031-070-011), specifying the terms and conditions of the sale and superseding and replacing resolution R18-61.

**Fiscal Impact:** This minor technical correction does not create additional fiscal impact from the sale of the Davison Road property.

**6. CORRESPONDENCE RECEIVED**

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

**A. Application for Alcoholic Beverage License**

An application from the Department of Alcoholic Beverage Control for an alcoholic beverage license for Sierra Meadows - Mammoth, LLC. Location: 1 Sherwin Creek Road in Mammoth Lakes.

**B. Caltrans Letter Regarding the Conway Ranch Shoulders Project**

The State of California, Department of Transportation (Caltrans) will be conducting preliminary environmental surveys for the proposed Conway Ranch Shoulders project, which proposes to widen the existing paved shoulders, install skipped rumble strips, correct a compound curve, and lengthen a chain up area. The letter serves as a courtesy to notify of the upcoming activity.

**C. Price Paige and Company Letter of Engagement**

A letter from Price Paige and Company describing their responsibility under U.S. Generally Accepted Auditing Standards, Government Auditing Standards and the Uniform Guidance.

**7. REGULAR AGENDA - MORNING**

**A. Comment Letter in Response to LADWP's Notice of Preparation of a Draft Environmental Impact Report**

Departments: CDD, County Counsel

15 minutes (5 minute presentation, 10 minute discussion)

(Wendy Sugimura) - Scoping comment letter in response to a Notice of Preparation from the Los Angeles Department of Water and Power on the Mono County Ranch Lease Renewal Project.

**Recommended Action:** Approve scoping comment letter for submittal by the Board, with any desired modifications, and authorize the Board Chair to sign.

**Fiscal Impact:** The not-to-exceed cost of the consultant team preparing the response is \$20,040, and was approved in the Phase II budget.

**B. Employment Agreement for Public Works Director**

Departments: CAO

5 minutes

(Leslie Chapman, Tony Dublino) - Proposed resolution approving a contract with Tony Dublino as Public Works Director, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce the fiscal impact. Approve Resolution R18-\_\_\_\_, Approving a contract with Tony Dublino as Public Works Director for a term of three years from October 17, 2018 through November 1, 2021. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Announce the fiscal impact. The cost for this position for the remainder of FY 2018-2019 (November 1 to June 30th) is approximately \$ 133,499 of which \$81,600 is salary and \$51,899 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2018-2019) will be \$200,248 of which \$122,400 is annual salary; and \$77,848 is the cost of the benefits.

**C. Amendment to Employment Agreement with Jason Canger**

Departments: County Counsel

10 minutes (5 minute presentation, 5 minute discussion)

(Stacey Simon) - Proposed resolution approving agreement and first amendment to the employment agreement of Jason Canger to change Mr. Canger's title to Deputy County Counsel III and implement corresponding salary adjustment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution #R18-\_\_\_\_, approving an amendment to the employment contract with Jason Canger as Deputy County Counsel, Authorize the Board Chair to execute said contract amendment on behalf of the County.

**Fiscal Impact:** The fiscal impact associated with this item for fiscal year 2018-19 is \$15,642. Of that amount, \$11,048 is salary, \$3,408 is the cost of benefits and \$1,186 is the cost of the County's contribution to PERS. These amounts were included in the FY2018-19 Phase II budget.

**D. Employment Agreement for Chief Probation Officer**

Departments: Human Resources

5 Minutes

(Dave Butters) - Proposed resolution approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution #R18-\_\_\_\_, approving a contract with Karin Humiston as Chief Probation Officer, 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 for this position for the remainder of FY 2018-2019 (October 16th to June 30th) is approximately \$134,154 of which \$81,413 is salary and \$52,740 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2018-2019) will be \$189,393 of which \$114,936 is annual salary;and \$74,457 is the cost of the benefits.

**E. Employment Agreement for the County Administrative Officer**

Departments: Human Resources

5 Minutes

(Dave Butters) - Proposed resolution approving a contract with Leslie Chapman as County Administrative Officer, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution #R18-\_\_\_\_, Approving a contract with Leslie Chapman as County Administrative Officer, 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 for this position for the remainder of FY 2018-2019 (November 1, 2018 through June 30, 2019) is approximately \$187,310 of which \$115,600 is salary, and \$71,710 is the cost of the benefits and was included in the approved budget.

**F. Short-term Rental Activity Permit 18-006/Prince**

Departments: Community Development - Planning

Public Hearing 11:30 AM - 20 minutes

(Michael Draper) - Public hearing to consider approving a non-owner-occupied

(Type III) short-term rental use in a 2-bedroom single-family residential unit at 46 Leonard Ave. (APN 015-101-004) in June Lake. The land use designation is Single-Family Residential (SFR).

**Recommended Action:** Conduct public hearing. Consider and potentially approve Short-term Rental Activity Permit 18-006/Prince. Provide any desired direction to staff.

**Fiscal Impact:** The proposed project will generate an incremental increase in transient occupancy taxes.

**8. 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.)

**9. CLOSED SESSION**

**A. Closed Session--Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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 - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Desert Survivors, et al. v. United States Department of Interior, et al. (Case No. 3:16-cv-01165-JCS).

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1 P.M.**

**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. REGULAR AGENDA - AFTERNOON**

**A. Public Hearing - Community Development Block Grant**

Departments: Finance

Public Hearing: 1 PM - 30 minutes

(Megan Mahaffey) - Public hearing regarding accomplishments of Community Development Block Grant 2015 Notice of Funding Availability (NOFA) award.

**Recommended Action:** Hold a public hearing to hear about the accomplishments of the Community Development Block Grant award. Provide any desired direction to staff.

**Fiscal Impact:** The Community Development Block Grant Program 2015 award put \$750,000 of federal dollars into our communities to provide upgrades to parks and recreation facilities, child care services, and housing planning technical assistance. No County match was required.

**B. Quarterly Update on the Mono County Revolving Loan Program - Housing**

Departments: Finance, Community Development Department

15 minutes

(Patricia Robertson) - Receive a property update from Mammoth Lakes Housing and a financial update from the Finance Department on use of Mono County Revolving Loan Fund as per Resolution 17-86 for the quarter ended June 30, 2018.

**Recommended Action:** Receive update. Provide any desired direction to staff.

**Fiscal Impact:** Mammoth Lakes Housing utilized the Mono County Revolving Loan Fund as per Resolution 17-86 in the amount of \$191,220 at 1.5127% which was repaid June 1, 2018.

**12. BOARD MEMBER REPORTS**

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

**ADJOURN**





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 16, 2018

**Departments: CAO**

**TIME REQUIRED** 1.5 hours

**PERSONS  
APPEARING  
BEFORE THE  
BOARD** Leslie Chapman

**SUBJECT** Employee Service Award Ceremony

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### AGENDA DESCRIPTION:

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

Award ceremony for employees with five, ten, fifteen, twenty, twenty-five and thirty years of dedicated service to the County.

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### RECOMMENDED ACTION:

Convene ceremony and present awards.

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### FISCAL IMPACT:

The price of awards is included in the CAO budget.

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**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 7609325414 / lchapman@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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### History

Time	Who	Approval
10/3/2018 11:25 AM	County Administrative Office	Yes
10/9/2018 2:24 PM	County Counsel	Yes
10/4/2018 9:57 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 16, 2018

**Departments: County Counsel**

**TIME REQUIRED**

**SUBJECT**                    Resolution to Amend Allocation List -  
County Counsel

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed resolution amending the County list of allocated positions to add one Deputy County Counsel III and to delete one Deputy County Counsel II in the department of County Counsel.

**RECOMMENDED ACTION:**

Adopt proposed resolution R18-\_\_\_\_, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one Deputy County Counsel III position and delete one County Counsel II position in the department of County Counsel.

**FISCAL IMPACT:**

The fiscal impact associated with this action is \$15,642 for fiscal year 2018-19 and was included in the Phase II budget adopted by the Board on October 2.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 (Mammoth) 760-932-5417 (Bridgeport) / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>

History

Time

Who

Approval

10/10/2018 5:50 AM	County Administrative Office	Yes
10/10/2018 10:15 AM	County Counsel	Yes
10/11/2018 10:39 AM	Finance	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputies**  
Anne M. Larsen  
Jason Canger

**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

**Paralegal**  
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: October 16, 2018

Re: Resolution to amend Allocation List

**Recommended Action**

Adopt proposed resolution authorizing the County Administrative Officer to amend the County list of allocated positions to add one Deputy County Counsel III and to delete one Deputy County Counsel II in the Department of County Counsel.

**Strategic Plan Focus Area(s) Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

**Fiscal Impact**

The fiscal impact associated with this action is \$15,642 for fiscal year 2018-19 and was included in the Phase II budget adopted by the Board on October 2.

**Discussion**

The 2018-19 Board-approved Phase II budget provides for the allocation of an additional Deputy County Counsel III and the deletion of the position of Deputy County Counsel II within the County Counsel's office. This item, and a companion item on your regular agenda to amend the employment agreement of Jason Canger, effectuates that action.

If you have any questions on this matter prior to your meeting, please call me at 924-1704.



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**RESOLUTION NO. R18-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER  
TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS  
TO ADD ONE DEPUTY COUNTY COUNSEL III POSITION AND  
DELETE ONE COUNTY COUNSEL II POSITION  
IN THE DEPARTMENT OF COUNTY COUNSEL**

**WHEREAS**, the County of Mono maintains a list, of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

**WHEREAS**, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

**WHEREAS**, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of job classifications on the Allocation List; and

**WHEREAS**, it is currently necessary to amend the Allocation List as part of maintaining proper accountability for hiring employees to perform public services;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** as follows:

The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Increase the allocation of a full-time permanent Deputy County Counsel III in the Department of County Counsel by one (new total of two) (salary of \$9790.01 per month).

Decrease the allocation of full-time permanent Deputy County Counsel II in the Department of County Counsel by one (new total of zero) (salary of \$8912.92 per month).

**PASSED AND ADOPTED** this 16th day of October 2018, by the following

Vote:

AYES :

NOES :

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ABSTAIN :  
ABSENT :

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

\_\_\_\_\_  
Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 16, 2018

**Departments: Elections**

**TIME REQUIRED**

**SUBJECT**                      Appointments to Special Districts in  
Lieu of Election

**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)

In certain circumstances, the Mono County Board of Supervisors has the authority to appoint members to various Special District boards in lieu of election, per Elections Code 10515 and Board Resolution 12-64.

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### **RECOMMENDED ACTION:**

Appoint members to fill Special District board vacancies as follows:

Antelope Valley Fire Protection District: Robert Dunn

Bridgeport Fire Protection District: Jim Jeude; Dan Love; Jason Bullington

Chalfant Valley Fire Protection / Community Services District: Charlie Waldriff; Frank Bauer

June Lake Fire Protection District: M. Karen O'Keefe; Paul McCahon

Lee Vining Fire Protection District: Cedar Barager; Narcisco Vargas; Santiago Escruceria

Long Valley Fire Protection District: Kim Czeschin; Sharon Shaw

Mammoth Lakes Fire Protection District: Roger Curry; Breton Bihler

Mono City Fire Protection District: David Swisher; Bartshe Miller

Paradise Fire Protection District: Mark Daniel; Pat Pontak; Melissa Carey

Wheeler Crest Fire Protection District: Glenn Inouye; Brent Miller

White Mountain Fire Protection District: Jeffrey Gordon; Jennifer Sarten; Bud Moody

Bridgeport Public Utility District: Ken Reynolds; Donna Simensen

Lee Vining Public Utility District: Tom Strazdins

June Lake Public Utility District: Barbara Miller; Mary Hallum

Antelope Valley Water District: Les Chichester; Thomas Summers

Birchim Community Services District: Patricia Corto; Joan Stern

Hilton Creek Community Services District: Isabel S Connolly; Cynthia Adamson; Garrett Higerd

Mammoth Lakes Community Services District: Joel Brown (2020); Gerard Oliveira (2022)

Wheeler Crest Community Services District: Glenn Inouye; Charles Tucker

Tri-Valley Groundwater Management District: Director A: Carol Ann Mitchell; Marion Dunn

Tri-Valley Groundwater Management District: Director B: Richard Moss

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**FISCAL IMPACT:**

None.

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**CONTACT NAME:** Helen Nunn**PHONE/EMAIL:** x5534 / hnunn@mono.ca.gov

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**SEND COPIES TO:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">List of Appointments</a>
<a href="#">R12-64</a>

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**History**

Time	Who	Approval
10/11/2018 4:44 AM	County Administrative Office	Yes
10/11/2018 1:33 PM	County Counsel	Yes
10/11/2018 10:39 AM	Finance	Yes





**CLERK – RECORDER – REGISTRAR  
COUNTY OF MONO**

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P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531

Shannon Kendall  
Clerk-Recorder-Registrar  
760-932-5533  
[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)

Helen Nunn  
Asst. Clerk-Recorder-Registrar  
760-932-5534  
[hunn@mono.ca.gov](mailto:hunn@mono.ca.gov)

To: Honorable Board of Supervisors  
From: Helen Nunn, Assistant Clerk/Recorder/Registrar of Voters  
Date: October 16, 2018

Subject:  
Appointments in lieu of election to Mono County Special Districts

Discussion:  
The attached list of special districts have vacancies that need to be filled and have submitted the following names for appointment/reappointment. These new four-year terms will expire 11/30/2022. (The only exception is the Mammoth Lakes Community Services District, which has 2 or the 3 terms that expired 11/30/2016 and will be renewed until 11/30/2020).

This situation is governed by Elections Code section §10515 and by Board Resolution R12-64, which provide for the Board of Supervisors to appoint a qualified person to the district board. Per that resolution, if the district board recommends a qualified person for such an appointment, then that recommendation is to be brought to the Board of Supervisors for consideration.

Recommendation:  
Make appointments, as recommended, to fill various special district board vacancies.

Fiscal Impact:  
None.



**CLERK – RECORDER – REGISTRAR  
COUNTY OF MONO**

**P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531**

Shannon Kendall  
Clerk-Recorder-Registrar  
760-932-5533  
[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)

Helen Nunn  
Asst. Clerk-Recorder-Registrar  
760-932-5534  
[hnunn@mono.ca.gov](mailto:hnunn@mono.ca.gov)

APPOINTMENTS IN LIEU OF ELECTION  
MONO COUNTY SPECIAL DISTRICTS

<u>SPECIAL DISTRICT</u>	<u>VACANCIES</u>	<u>NAME OF CANDIDATE</u>
<b>Antelope Valley Fire Protection District</b>	2	Robert Dunn
<b>Bridgeport Fire Protection District</b>	3	Jim Jeude; Dan Love; Jason Bullington
<b>Chalfant Valley Fire Protection / Community Services District</b>	2	Charlie Waldriff; Frank Bauer
<b>June Lake Fire Protection District</b>	2	M. Karen O’Keefe; Paul McCahon
<b>Lee Vining Fire Protection District</b>	3	Cedar Barager; Narcisco Vargas; Santiago Escruceria
<b>Long Valley Fire Protection District</b>	2	Kim Czeschin; Sharon Shaw
<b>Mammoth Lakes Fire Protection District</b>	2	Roger Curry; Breton Bihler
<b>Mono City Fire Protection District</b>	2	David Swisher; Bartshe Miller
<b>Paradise Fire Protection District</b>	3	Mark Daniel; Pat Pontak; Melissa Carey
<b>Wheeler Crest Fire Protection District</b>	2	Glenn Inouye; Brent Miller
<b>White Mountain Fire Protection District</b>	3	Jeffrey Gordon; Jennifer Sarten; Bud Moody
<b>Bridgeport Public Utility District</b>	2	Ken Reynolds; Donna Simensen
<b>Lee Vining Public Utility District</b>	2	Tom Strazdins
<b>June Lake Public Utility District</b>	2	Barbara Miller; Mary Hallum
<b>Antelope Valley Water District</b>	3	Les Chichester; Thomas Summers
<b>Birchim Community Services District</b>	3	Patricia Corto; Joan Stern
<b>Hilton Creek Community Services District</b>	3	Isabel S Connolly; Cynthia Adamson; Garrett Higerd
<b>Mammoth Lakes Community Services District</b>	3	Joel Brown (2020); Gerard Oliveira (2022)
<b>Wheeler Crest Community Services District</b>	2	Glenn Inouye; Charles Tucker
<b>Tri-Valley Groundwater Management District</b>	2 Director A	Carol Ann Mitchell; Marion Dunn
<b>Tri-Valley Groundwater Management District</b>	1 Director B	Richard Moss



RESOLUTION NO. R12- 64

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
ESTABLISHING A PROCESS TO SOLICIT NAMES OF QUALIFIED PERSONS  
WHOM THE BOARD OF SUPERVISORS MAY CONSIDER FOR APPOINTMENT TO  
A SPECIAL DISTRICT ELECTIVE OFFICE WHENEVER SUCH AN APPOINTMENT  
IS REQUIRED BY CALIFORNIA ELECTIONS CODE SECTION 10515**

**WHEREAS**, pursuant to California Elections Code §10515(a), the supervising authority (meaning the Board of Supervisors) shall make appointments to elective offices of special districts if by 5:00 p.m. on the 83<sup>rd</sup> day prior to the general election (1) only one person has filed a declaration of candidacy for office, (2) no one has filed a declaration of candidacy for office, (3) the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled, or (4) the number of candidates for director at large from a division does not exceed the number required to be elected director at large; and a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, requesting that the general district election be held has not been presented to the officer conducting the election, and;

**WHEREAS**, pursuant to California Elections Code §10515(a), the officer conducting the election (generally, the County Elections Official) shall present these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons who have filed declarations of candidacy, and;

**WHEREAS**, pursuant to California Elections Code §10515(b), if no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person

1 to the office who is qualified on the date when the election would have been held. The  
2 person appointed shall qualify and take office and serve exactly as if elected at a general  
3 district election for the office, and;

4 **WHEREAS**, state law does not set forth any particular process for the Board to utilize  
5 in identifying qualified persons whom the Board may consider for such appointment; and

6 **WHEREAS**, the Board finds it would be beneficial for all interested parties to have a  
7 pre-established and known process by which the Board will solicit names to consider for such  
8 appointments.

9 **NOW THEREFORE BE IT RESOLVED** by the Mono County Board of Supervisors that  
10 the following process shall be utilized to solicit names of qualified persons whom the Board  
11 may consider for appointment to a special district elective office whenever such an  
12 appointment is required by California Elections Code section 10515:

- 13 1. After the close of the filing period for candidates to be elected to special district  
14 offices, if it appears to the County elections official that an appointment to such an  
15 office by the Board of Supervisors will be required by California Elections Code  
16 §10515 with respect to a special district, then County elections official will so notify the  
17 secretary of that district. The notice shall also invite the district to provide the County  
18 elections official with the name or names of any qualified persons recommended by  
19 the district for such appointment by the Board of Supervisors, within 30 days from the  
20 date the notice is sent.
- 21 2. If the County elections official does not timely receive any such recommendation from  
22 the district, then the County elections official will place an announcement in the  
23 newspaper to advertise the open seat(s) on the board of the special district and call  
24 for letters of interest to be sent to the elections official by a given deadline.  
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3. In addition, members of the Board of Supervisors may make recommendations of qualified persons for the entire Board to consider for such appointments.


4. The persons whose names were obtained through the above process shall then be duly considered by the Board of Supervisors for appointment pursuant to Elections Code section 10515. (NOTE: Pursuant to Elections Code §10507, the term of office for a special district office holder is four years or until his or her successor qualifies and take office. Thus, in a situation where the Board of Supervisors is required to appoint an office holder pursuant to Elections Code section 10515 but does not do so before the end of the incumbent office holder's regular four-year term, the incumbent's term may continue beyond four years, until the person appointed by the Board is qualified and takes office. The person so appointed by the Board may or may not be the incumbent office holder; in no event does an incumbent's term automatically renew for another four years.)

**APPROVED AND ADOPTED** this 11th day of September, 2012, by the following vote of the Board of Supervisors, County of Mono:

- AYES** : Supervisors Bauer, Hansen, Hunt and Johnston.
- NOES** : None.
- ABSENT** : Supervisor Hazard.
- ABSTAIN** : None.

  
 \_\_\_\_\_  
**VIKKI BAUER, CHAIR**  
**BOARD OF SUPERVISORS**

**ATTEST:**  
  
 \_\_\_\_\_  
**LYNDA ROBERTS**  
**CLERK OF THE BOARD**

**APPROVED AS TO FORM:**  
  
 \_\_\_\_\_  
**MARSHALL RUDOLPH**  
**COUNTY COUNSEL**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 16, 2018

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** McFlex/Civic Center Real Property  
Transactions

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

A Resolution: (1) authorizing the County Administrative Officer to accept and consent to the recordation of two grant deeds from the Town of Mammoth Lakes transferring portions of APN 035-010-064 (Parcel A-3 and Mono County Civic Center Parcel as shown in Exhibits "A" and "B", the "Property") for the purposes of constructing a County Civic Center building, parking, and access improvements; and (2) approving and authorizing the CAO to execute, subject to the simultaneous occurrence of specified conditions, an irrevocable offer of dedication over Parcel A-3 for road and right-of-way purposes to the Town of Mammoth Lakes in substantially the form set forth in Exhibit "C."

---

### RECOMMENDED ACTION:

Adopt proposed resolution R18-\_\_\_, Authorizing the County Administrative Officer to accept and consent to recordation of two grant deeds from the Town of Mammoth Lakes for portions of APN 035-010-064, for the purposes of constructing a county civic center, parking, and access improvements and approving, subject to the simultaneous occurrence of specified conditions, an irrevocable offer of dedication over the property for road and right-of-way purposes to the Town of Mammoth Lakes.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5415 / tdublino@mono.ca.gov

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<a href="#">Staff report</a>
<a href="#">Resolution</a>

[Exhibit A](#)

[Exhibit B](#)

[Exhibit C](#)

---

### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/11/2018 6:35 PM	County Administrative Office	Yes
10/11/2018 3:21 PM	County Counsel	Yes
10/11/2018 10:59 AM	Finance	Yes



# County of Mono

## County Administrative Office

**Leslie L. Chapman**  
County Administrative Officer

**Tony Dublino**  
Assistant County Administrative Officer

**Dave Butters**  
Human Resources Director

**Jay Sloane**  
Risk Manager

**Date:** October 16, 2018  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Assistant CAO

**Subject:**

A Resolution: (1) authorizing the County Administrative Officer to accept and consent to the recordation of two grant deeds from the Town of Mammoth Lakes transferring portions of APN 035-010-064 (Parcel A-3 and Mono County Civic Center Parcel as shown in Exhibits "A" and "B", the "Property") for the purposes of constructing a County Civic Center building, parking, and access improvements; and (2) approving and authorizing the CAO to execute, subject to the simultaneous occurrence of specified conditions, an irrevocable offer of dedication over the Property for road and right-of-way purposes to the Town of Mammoth Lakes as shown in Exhibit "C".

**Recommended Action:** Adopt Resolution 18-\_\_\_. Provide any desired direction to staff.

**Fiscal Impact:** None.

**Discussion:** Pursuant to the Mono County/Town of Mammoth Lakes Property Use Agreement dated March 9, 2018, a Land Ownership Adjustment was to occur following the Board's decision to proceed with the project. That ownership adjustment could occur by the creation of a lot by deed (s), which is the process being pursued with this resolution. The parcels are large enough to accommodate the County's Civic Center Building (Mono County Civic Center Parcel), parking and access improvements (Parcel A-3).

Upon accepting the property, the County will make an Irrevocable Offer of Dedication (IOD) to the Town for the access and thoroughfare upon Parcel A-3, which will become part of the Town's Right of Way and provide public access and parking to users of the Civic Center. Due to the timing of the various public agency meetings necessary to effectuate all transactions, the proposed resolution also approves and provides authority for the CAO to execute the IOD, provided that the other required property transactions also occur.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,

Tony Dublino  
Assistant CAO





R18-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO ACCEPT  
AND CONSENT TO RECORDATION OF TWO GRANT DEEDS FROM  
THE TOWN OF MAMMOTH LAKES FOR PORTIONS OF APN 035-010-064,  
FOR THE PURPOSES OF CONSTRUCTING A COUNTY CIVIC CENTER, PARKING  
AND ACCESS IMPROVEMENTS AND APPROVING, SUBJECT TO THE  
SIMULTANEOUS OCCURRENCE OF SPECIFIED CONDITIONS,  
AN IRREVOCABLE OFFER OF DEDICATION OVER THE PROPERTY  
FOR ROAD AND RIGHT-OF-WAY PURPOSES TO THE TOWN OF MAMMOTH LAKES**

**WHEREAS**, pursuant to California law, deeds or grants conveying an interest in real property to a government agency may not be recorded without the consent of the government agency; and

**WHEREAS**, Government Code Section 27281 allows the legislative body of the government agency to authorize one or more officers or agents to accept and consent to the recordation of such deeds or grants; and

**WHEREAS**, the Board of Supervisors wishes to authorize the County Administrative Officer to accept and consent to recordation of two grant deeds offered by the Town of Mammoth Lakes for Parcel A-3 and Mono County Civic Center Parcel, which are portions of portions of APN 035-010-064 as shown in Exhibits "A" and "B", attached hereto and incorporated by this reference and hereinafter referred to as the Property) for the purposes of constructing a County Civic Center, parking and access improvements on the Property; and

**WHEREAS**, the Board of Supervisors additionally wishes to make an irrevocable offer of dedication, for road and right-of-way purposes, to the Town of Mammoth Lakes over a portion of the Property, as shown in Exhibit "A", subject to the simultaneous occurrence of specified conditions set forth below;

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

**SECTION ONE:** The County Administrative Officer is hereby authorized to accept and consent to recordation of two Grant Deeds offered by the Town of Mammoth Lakes for portions of APN 035-010-064 (Parcel A-3 and Mono County Civic Center Parcel as shown in Exhibits "A" and "B").

**SECTION TWO:** Subject to and simultaneously with the occurrence of the following conditions, the Board of Supervisors makes, and authorizes the County Administrative Officer to sign, an

1 irrevocable offer of dedication, for road and right-of-way purposes over Parcel A-3 (Exhibit "B"),  
2 to the Town of Mammoth Lakes in substantially the form shown in Exhibit "C":

3 Condition 1: Approval by the Town of all documents necessary to effectuate the transfer  
4 of the Property to the County.

5 Condition 2: Approval by the Town and the Southern Mono Healthcare District of a  
6 recordable document quitclaiming, terminating and releasing all their respective rights,  
7 title and interest in the mutual reciprocal easement APN 035-010-064 purported to have  
8 been created between them per document number 2013003601, recorded June 27, 2013  
such that any easement rights created thereby are extinguished.

9 **PASSED, APPROVED and ADOPTED** this 16th day of October, 2018, by the following  
10 vote, to wit:

11 **AYES:**

12 **NOES:**

13 **ABSENT:**

14 **ABSTAIN:**

15 \_\_\_\_\_  
16 Bob Gardner, Chair  
Mono County Board of Supervisors

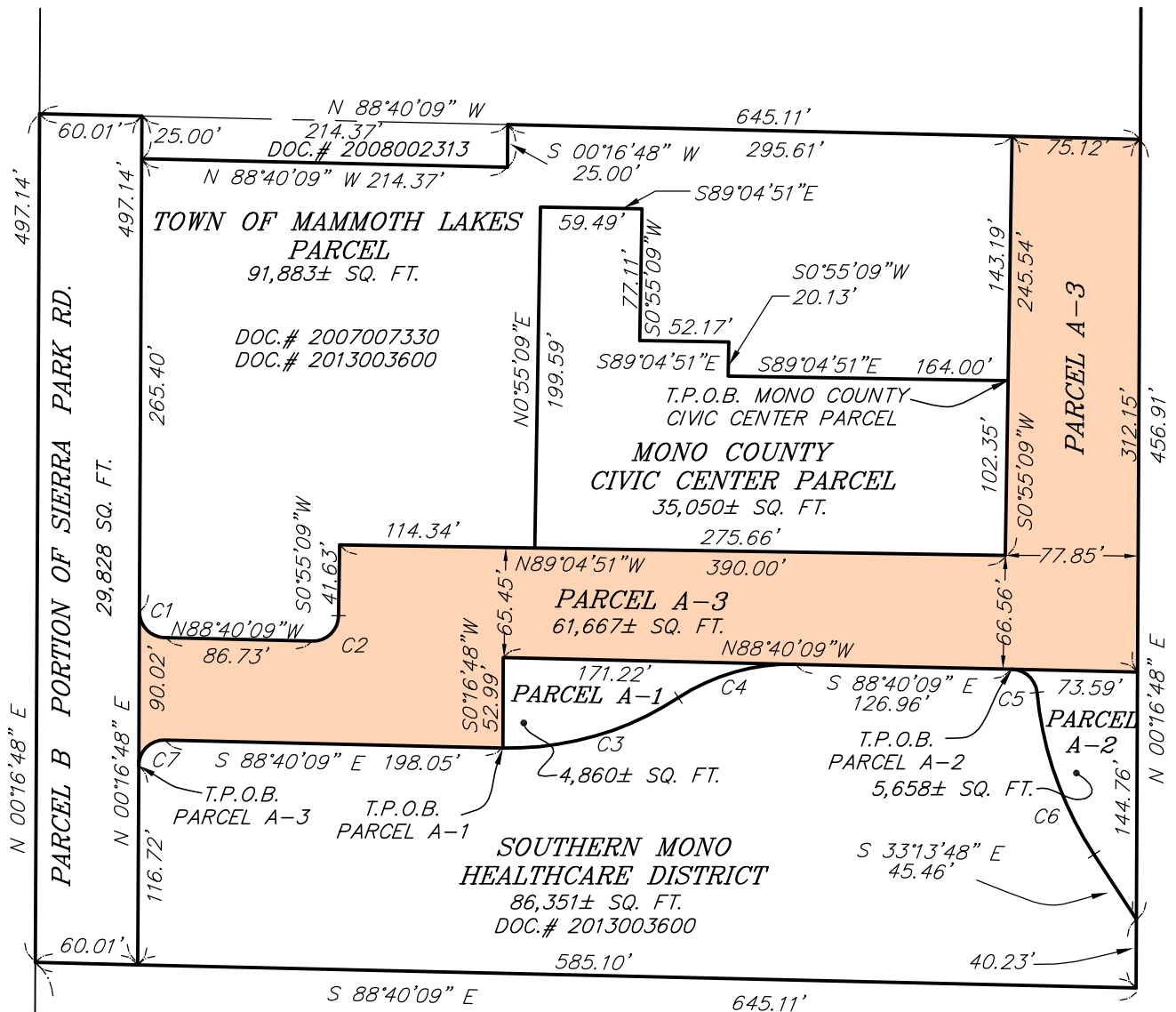
17 ATTEST:

18 APPROVED AS TO FORM:

19 \_\_\_\_\_  
20 Clerk of the Board

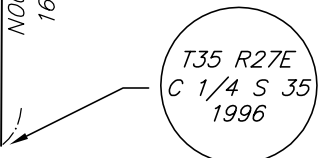
21 \_\_\_\_\_  
22 County Counsel

EXHIBIT "A"



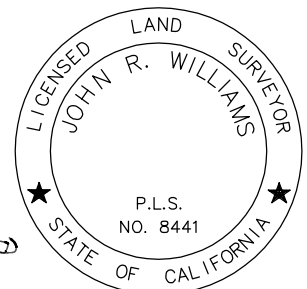
T.P.O.B. = TRUE POINT OF BEGINNING OF LEGAL DESCRIPTION

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	15.00'	88°56'57"	23.29'
C2	15.00'	90°24'42"	23.67'
C3	180.00'	34°34'29"	108.62'
C4	120.00'	34°34'29"	72.41'
C5	15.00'	83°09'11"	21.77'
C6	210.00'	27°42'50"	101.58'
C7	15.00'	91°03'03"	23.84'



BLM BRASS CAP 1996, CENTER 1/4 SEC 35

SCALE 1"=100'

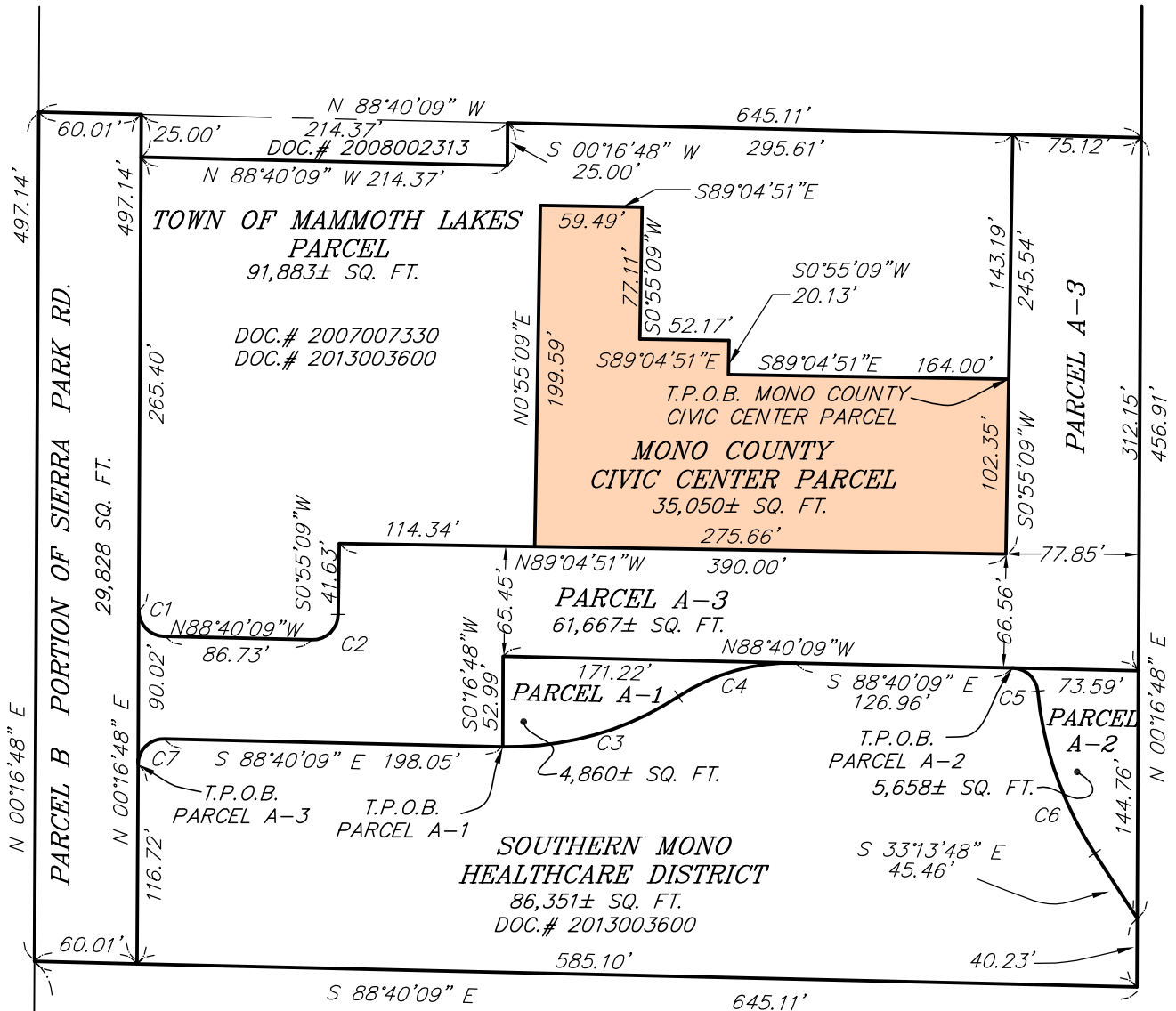


*John R. Williams*

01.279.29  
OCT. 2018

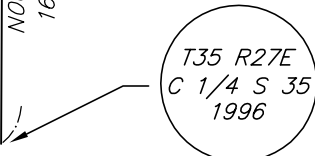


EXHIBIT "B"



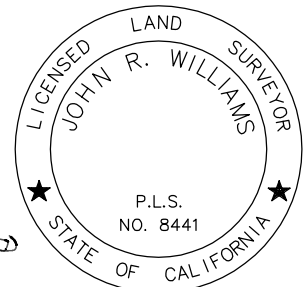
T.P.O.B. = TRUE POINT OF BEGINNING OF LEGAL DESCRIPTION

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BLM BRASS CAP 1996, CENTER 1/4 SEC 35

SCALE 1"=100'



*John R. Williams*

01.279.29  
OCT. 2018



EXHIBIT "C"

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:

**COUNTY OF MONO**  
**ATTN: LESLIE CHAPMAN**  
**P.O. BOX 696**  
**BRIDGEPORT, CA 93517**

EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE, §  
27383.

[SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY]

EXEMPT FROM BUILDING HOMES AND JOBS ACT FEE PURSUANT TO  
GOV. CODE, § 27388.1(a)(2)(D).

EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO REV.  
& TAX CODE, § 11922

EXEMPT FROM SUBDIVISION MAP ACT FEES PURSUANT TO GOV.  
CODE, §§ 66426.5, 66428.

**ASSESSOR'S PARCEL NO. (APN): [PLACEHOLDER]**

## **IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR ROAD PURPOSES**

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF MONO ("Grantor"), a political subdivision of the State of California, hereby grants to the TOWN OF MAMMOTH LAKES ("Grantee"), a California municipal corporation, together with its successors and assigns, an easement and right-of-way, and the right to locate, construct, operate, improve, replace, remove, install, enlarge, and maintain a public road, public parking spaces, utilities and telecommunications facilities and appurtenant structures, public landscaping, and other public improvements in, upon, over, and across that certain real property situated in the Town of Mammoth Lakes, County of Mono, California and more particularly described as follows:

**See EXHIBIT A (legal description) and EXHIBIT B (plat map),  
attached hereto and incorporated herein by this reference.**

Together with the right to enter upon and to pass and repass over and along said easement and to deposit tools, implements, and other materials thereon by Grantee, its officers, agents, and employees and by any contractor, his agents, and employees engaged by Grantee, whenever and wherever necessary for the purposes set forth above.

Reserving however to Grantor, as the owner of the fee underlying the easement and right-of-way herein granted, the continued use of the surface of the real property described herein.

This Irrevocable Offer of Dedication of Easement of Road Purposes is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by Grantee's City Council. This Irrevocable Offer of Dedication of Easement of Road Purposes shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns.

COUNTY OF MONO

By: \_\_\_\_\_  
Leslie Chapman,  
County Administrative Officer

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Stacey Simon  
County Counsel

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

DRAFT

**ACKNOWLEDGEMENT OF OFFER BY GRANTEE TOWN OF MAMMOTH LAKES**

This is to certify that the interest in real property offered herein to the TOWN OF MAMMOTH LAKES, a California municipal corporation, by the COUNTY OF MONO, a political subdivision of the State of California, is hereby acknowledged and accepted by the TOWN OF MAMMOTH LAKES.

TOWN OF MAMMOTH LAKES

By: \_\_\_\_\_  
Cleland Hoff, Mayor  
Mammoth Lakes Town Council

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Andrew Morris, Town Attorney

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

DRAFT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**  
**CIVIL CODE § 1189**

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that

State of California

County of \_\_\_\_\_ }  
}

On \_\_\_\_\_, before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

*Signature Of Notary Public*

PLACE NOTARY SEAL ABOVE

-----OPTIONAL-----

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other than Named Above: \_\_\_\_\_

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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 16, 2018

**Departments:** County Counsel and Behavioral Health

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**                    Correcting Resolution for sale of 71  
   Davison, Mammoth Lakes, CA

**AGENDA DESCRIPTION:**

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

Proposed resolution declaring the County's intention to sell certain County-owned surplus real property (APN 031-070-011), specifying the terms and conditions of sale and superseding and replacing R18-61.

**RECOMMENDED ACTION:**

Adopt proposed resolution R18-\_\_\_\_, Declaring its intention to sell certain County-owned surplus real property (APN 031-070-011), specifying the terms and conditions of the sale and superseding and replacing resolution R18-61.

**FISCAL IMPACT:**

This minor technical correction does not create additional fiscal impact from the sale of the Davison Road property.

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Resolution</a>

**History**

Time	Who	Approval
10/11/2018 6:47 PM	County Administrative Office	Yes
10/12/2018 9:36 AM	County Counsel	Yes



**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputies**  
Anne M. Larsen  
Jason Canger

**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

**Paralegal**  
Jenny Senior

To: Board of Supervisors

From: Stacey Simon and Amanda Greenberg

Date: October 9, 2018

Re: Sale of Davison Road Property

**Recommended Action**

Adopt proposed revised Resolution Declaring the County's Intention to Sell Certain County-Owned Surplus Real Property Located at 71 Davison Road in Mammoth Lakes (APN 031-010-011) and Specifying the Terms and Conditions of Sale.

**Discussion**

On August 7<sup>th</sup> your Board adopted Resolution R18-47, which declared the County's intent to sell County-owned property on Davison Road in Mammoth Lakes. R18-47 included the possibility that the property might be sold at market rate (with a minimum bid of \$150,000) or, alternatively, sold subject to deed restriction for affordable housing (with no minimum bid). On October 9<sup>th</sup> your Board adopted a revised Resolution clarifying the conditions applicable to a sale for affordable housing and providing for a broker's commission.

Following the meeting on October 9<sup>th</sup>, staff was informed that the amount listed as the broker's commission was in error. Accordingly, the revised resolution presented today corrects that error and extends the date for the opening of bids by one week -- until November 13, 2018.

**Strategic Plan Focus Area(s) Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

**Fiscal Impact**

There is no fiscal impact resulting from this minor technical correction.



R18-\_\_

**RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS DECLARING  
ITS INTENTION TO SELL CERTAIN COUNTY-OWNED  
SURPLUS REAL PROPERTY (APN 031-070-011),  
SPECIFYING THE TERMS AND CONDITIONS OF THE SALE  
AND SUPERSEDING AND REPLACING RESOLUTION R18-61**

**WHEREAS**, the County of Mono owns certain real property located at 71 Davison Street in the Town of Mammoth Lakes, more particularly described as Assessor's Parcel Number 031-070-011 and by the Exhibit attached hereto (the "Davison Property"), which is not needed for County purposes now or in the future and which the Board of Supervisors wishes to sell; and

**WHEREAS**, the Davison Property is not in an area of statewide, regional or areawide concern identified in the California Environmental Quality Act (CEQA) Guidelines § 15206(b)(4) and therefore the sale is exempt from CEQA review under CEQA Guidelines § 15312 (Class 12) and there is no exception applicable to the exemption; and

**WHEREAS**, the Board wishes to invite and consider bids pursuant to the process for sale of surplus property described in Government Code section 25520 et seq.;

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

**SECTION ONE:** The statements set forth above are hereby adopted as findings of the Board of Supervisors.

**SECTION TWO:** Pursuant to Government Code section 25526, by a two-thirds vote of all its members, the Board hereby declares its intention to sell certain real property owned by the County which is located at 71 Davison Street in the Town of Mammoth Lakes and described by Assessor's Parcel Number 031-070-011 and by the Exhibit attached hereto (the "Davison Property").

**SECTION THREE:** The information contained in this Resolution shall be posted and published in the manner required by law, and shall constitute the notice of the offer of the Davison Property for sale, on the following terms and conditions:

1. Bids are to be made in writing and must be received on or before 9:00 a.m. on Tuesday November 13, 2018. Bids must be in a sealed enveloped marked "Davison Property Bid" for market-rate bids or "Davison Affordable Housing Bid" for proposals to develop the property as affordable housing under Government Code

1 section 25539.4 and paragraph 5 of this Resolution. Bids shall be mailed or delivered  
2 in another envelope addressed to the Clerk of the Board of Supervisors, Courthouse  
3 Annex I, P.O. Box 715, Bridgeport, CA 93517.

- 4 2. Bids must be signed by the person or entity on whose behalf it is submitted and shall  
5 include the name of the broker, if any, procuring the buyer. Any purchase and sale  
6 agreement will be supplied by the County.
- 7 3. During the Board of Supervisors' regular meeting on November 13, 2018, at the time  
8 stated on the agenda, the Clerk of the Board will open the bids. Thereafter, the Chair  
9 of the Board will call for oral bids. An oral bid will be accepted only if:
- 10 a. It is at least 5% higher than the highest sealed bid (for market rate purchases);  
11 and
  - 12 b. It is reduced to writing and signed by the person or entity on whose behalf the  
13 bid is made or the duly authorized agent (who shall possess sufficient written  
14 proof of agency); and
  - 15 c. In the case of a bid following the first oral bid (for market rate purchases), it is  
16 at least \$1,000 higher than the last oral bid; and
  - 17 d. The Board does not determine that the Davison Property should be sold at less  
18 than fair market value for the purpose of providing housing affordable to  
19 persons or families of low or moderate income pursuant to Government Code  
20 section 25539.4 and, therefore, rejects all other bids pursuant to paragraph 5  
21 below.
- 22 4. All sealed bids shall be accompanied by a money order or cashier's check made  
23 payable to Mono County in the amount of one thousand dollars (\$1,000.00) as a  
24 guarantee that the bidder will, if the bid is accepted, purchase the Davison Property. If  
25 the successful bidder fails to purchase the Davison Property in accordance with the  
26 bid, the \$1,000.00 shall be retained by the County as damages. Money tendered by  
27 an unsuccessful bidder shall be returned within thirty (30) calendar days after the  
28 successful bid is accepted. If an oral bid is the highest bid, then a money order or  
29 cashier's check in the amount of \$1,000.00 must accompany such bid when it is  
30 reduced to writing and signed by the bidder.
- 31 5. The County reserves the right to reject any and all bids, to waive irregularities in any  
32 bid; and/or to reject all bids which would not result in the Property being enforceably  
restricted to provide housing affordable to persons or families of low or moderate  
income pursuant to Government Code section 25539.4 for a period of at least 30  
years. With respect to bids proposing to restrict the property for affordable housing,  
proposals shall include the following:
- a. The number of affordable units to be built and an explanation of how the  
proposed project complies with density and other land use requirements of the  
Town of Mammoth Lakes;
  - b. The population to be served (i.e., percentage of area median income (AMI));
  - c. A description of the proposer's prior experience developing affordable  
housing;
  - d. The duration of the enforceable restriction;

- e. A plan and timeline for developing the property; and
- f. The proposed purchase price.

If the Board determines to reject all bids in favor of pursuing a deed-restricted sale, it may continue the matter to a subsequent meeting without selecting a successful bid.

- 6. The minimum bid is one hundred and fifty thousand dollars (\$150,000.00). No written or oral bid below that amount will be considered, except as part of a proposal made for the purpose of developing housing affordable to persons or families of low or moderate income pursuant to Government Code section 25539.4.
- 7. The County has listed the property with a licensed real estate broker and will pay a commission of 2.5% of the sales price to the broker whose name is listed in the highest sealed proposal or stated in or with the oral bid which is finally accepted. No additional payments to brokers shall be made by the County and all amounts specified herein shall be exclusive of any commission the bidder may elect to pay to a broker. In the event of sale on a higher oral bid to a purchaser procured by a qualified licensed real estate broker other than the broker who submitted the highest written proposal, one half of the commission on the amount of the highest written proposal shall be paid to the broker who submitted it, and the balance of the commission on the purchase price to the broker who procured the purchaser to whom the sale was confirmed.
- 8. Payment of any amount due shall be in cash, lawful money of the United States, at the close of escrow. The bid security of \$1,000 set forth above shall be applied to the purchase price.
- 9. The Title Company shall be selected by the County. The escrow shall close, title shall pass, and possessions shall be delivered within thirty (30) calendar days after the date of acceptance by the Board of Supervisors of the successful bid. Closing costs shall be borne equally by the County and the buyer.

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10. The County will convey all right, title and interest which it owns in the Davison Property and title conveyed shall be subject to all liens and encumbrances, easements, rights of way, taxes and assessments, if any, and deed and tract covenants, conditions and restrictions, whether recorded or not and, as applicable, an enforceable restriction that the property be developed and maintained for affordable housing for a period of at least 30 years.

11. This Resolution shall supersede, and replace in its entirety, Resolution R18-61, adopted by the Board of Supervisors on October 9, 2018, which shall be of no further force and effect.

**PASSED, APPROVED and ADOPTED** this 16th day of October, 2018, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

1 EXHIBIT TO RESOLUTION DECLARING INTENTION TO SELL CERTAIN  
2 COUNTY-OWNED REAL PROPERTY (APN 031-070-011)

3 **Davison Property Legal Description**

4  
5 LOT 11 OF ADDITION NO. 3, TIMBER RIDGE ESTATES SUBDIVISION, IN THE  
6 COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2,  
PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

7 TOGETHER WITH THAT PORTION OF AN ALLEY, ADJACENT IN THE SOUTH,  
8 ABANDONED BY MONO COUNTY RESOLUTION 20-71, DATED APRIL 20, 1971, A  
9 CERTIFIED COPY OF WHICH IS RECORDED JUNE 2, 1971 IN BOOK 123 PAGE 423,  
10 AND SEPTEMBER 30, 1973 IN BOOK 128 PAGE 150, THAT WOULD PASS BY A  
11 CONVEYANCE OF SAID LOT 11.  
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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 16, 2018

**TIME REQUIRED**

**SUBJECT**            Application for Alcoholic Beverage  
License

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

An application from the Department of Alcoholic Beverage Control for an alcoholic beverage license for Sierra Meadows - Mammoth, LLC. Location: 1 Sherwin Creek Road in Mammoth Lakes.

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Application](#)

---

### History

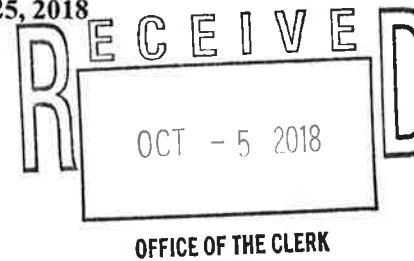
Time	Who	Approval
10/10/2018 5:47 AM	County Administrative Office	Yes
10/9/2018 2:24 PM	County Counsel	Yes
10/9/2018 10:46 AM	Finance	Yes

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

**TO:** Department of Alcoholic Beverage Control  
 4800 STOCKDALE HWY  
 STE 213  
 BAKERSFIELD, CA 93309  
 (661) 395-2731

File Number: **599149**  
 Receipt Number: **2528141**  
 Geographical Code: **2600**  
 Copies Mailed Date: **September 25, 2018**  
 Issued Date:



**DISTRICT SERVING LOCATION:** BAKERSFIELD  
**First Owner:** **SIERRA MEADOWS-MAMMOTH, LLC**  
**Name of Business:** **SIERRA MEADOWS RANCH**  
**Location of Business:** **1 SHERWIN CREEK RD  
 MAMMOTH LAKES, CA 93546**  
**County:** **MONO**  
**Is Premise inside city limits?** **No** **Census Tract** **0002.00**  
**Mailing Address:** **PO BOX 8327**  
 (If different from premises address) **MAMMOTH LAKES, CA 93546**

Type of license(s): **41**

Transferor's license/name: \_\_\_\_\_ Dropping Partner: Yes \_\_\_ No

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
41 - On-Sale Beer And Wint	ORIGINAL FEES	NA	Y	0	09/25/18	\$300.00
41 - On-Sale Beer And Wint	MANAGER	NA	Y	0	09/25/18	\$100.00
41 - On-Sale Beer And Wint	ANNUAL FEE	NA	Y	0	09/25/18	\$389.00
NA	STATE FINGERPRINTS	NA	N	3	09/25/18	\$117.00
NA	FEDERAL FINGERPRINTS	NA	N	3	09/25/18	\$72.00
<b>Total</b>						<b>\$978.00</b>

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of **MONO** Date: **September 24, 2018**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

SIERRA MEADOWS-MAMMOTH, LLC



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 16, 2018

**TIME REQUIRED**

**SUBJECT**

Caltrans Letter Regarding the  
Conway Ranch Shoulders Project

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

The State of California, Department of Transportation (Caltrans) will be conducting preliminary environmental surveys for the proposed Conway Ranch Shoulders project, which proposes to widen the existing paved shoulders, install skipped rumble strips, correct a compound curve, and lengthen a chain up area. The letter serves as a courtesy to notify of the upcoming activity.

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

### CONTACT NAME:

PHONE/EMAIL: /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Letter](#)

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### History

Time	Who	Approval
10/11/2018 6:49 PM	County Administrative Office	Yes
10/11/2018 5:09 PM	County Counsel	Yes
10/11/2018 5:36 PM	Finance	Yes

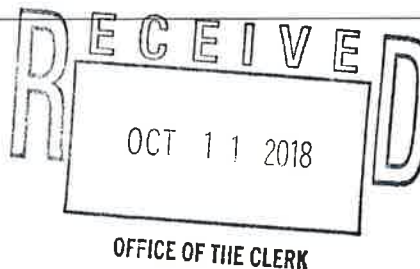
**DEPARTMENT OF TRANSPORTATION****District 9 – Right of Way Branch**

500 South Main Street, Bishop, California 93514

PHONE (760) 872-0640

FAX (760) 872-0755

TTY 711

Email: [Lora\\_Rischer@dot.ca.gov](mailto:Lora_Rischer@dot.ca.gov)[www.dot.ca.gov](http://www.dot.ca.gov)*Making Conservation a  
California Way of Life.*

October 5, 2018

File: Mono 395 PM 58.2/60.1

EA: 09-366400

Project No. 09-1600-0006

"Conway Ranch Shoulders"

County of Mono – Board of Supervisors  
C/O Clerk of the Board  
Post Office Box 715  
Bridgeport, CA 93517

The State of California, Department of Transportation will be conducting preliminary environmental surveys for the proposed Conway Ranch Shoulders project in Mono County soon, though actual construction is not expected until the 2023-24 year. Since property your agency administers lies within the limits of this shoulder widening project it will be reviewed. The area involved is shown on the attached map. Additionally, it is identified by the Mono County Assessor's Parcel Number 019-100-020.

The Conway Ranch Shoulders project proposes to improve roadway safety and to bring this section of US 395 to current design standards by widening the existing 2-4ft paved shoulders to 8ft, install skipped rumble strips for 1.7 miles, and correct a substandard compound curve at the north end of the project. The existing chain up area on northbound 395 at postmile 59.5 will be lengthened to the south by 500ft.

These studies/surveys will be conducted on foot and will be observation only, no ground disturbance will occur. Fenced properties will remain stock tight during and after the surveys. We anticipate that these will occur sometime between November 1, 2018 and February 1, 2019. The information obtained from the studies will be used in assessing the impacts of the proposed project in a forthcoming environmental document.

As a courtesy we are notifying your agency and other property owners of this upcoming activity. Should you have any questions regarding this information or would like more information regarding the shoulder widening project, please contact me at (760) 872-0640 or via email at [Lora\\_Rischer@dot.ca.gov](mailto:Lora_Rischer@dot.ca.gov). Thank you.

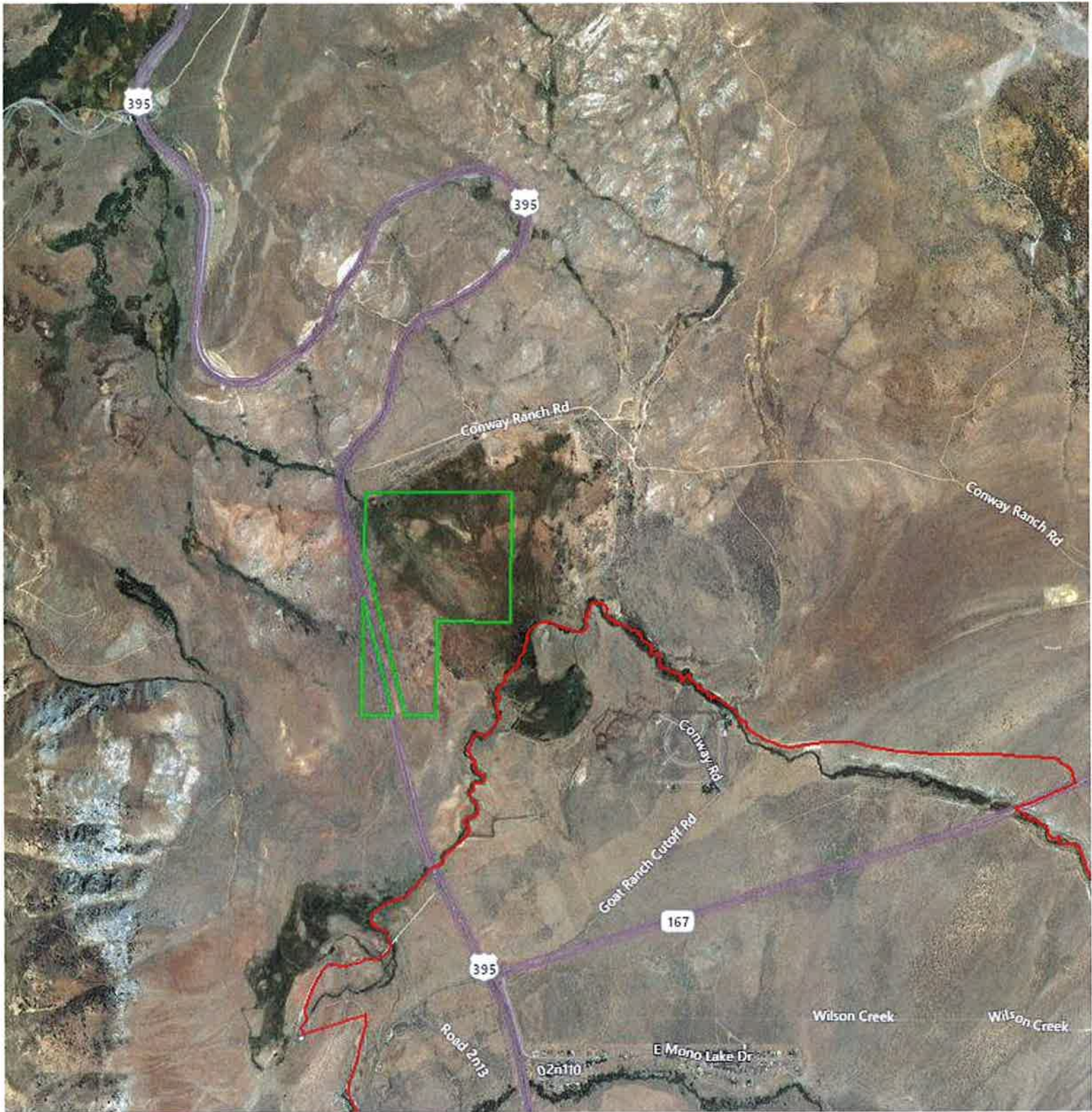
Sincerely,

A handwritten signature in blue ink that reads "Lora Rischer".

LORA RISCHER

Associate Right of Way Agent

District 9 – Bishop



"Conway Ranch Shoulders"  
Mono 395, PM 58.2/60.1

Mono APN  
019-100-020



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 16, 2018

**TIME REQUIRED**

**SUBJECT**            Price Paige and Company Letter of  
Engagement

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A letter from Price Paige and Company describing their responsibility under U.S. Generally Accepted Auditing Standards, Government Auditing Standards and the Uniform Guidance.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Letter</a></p>
---

**History**

Time	Who	Approval
10/11/2018 7:04 PM	County Administrative Office	Yes
10/12/2018 9:36 AM	County Counsel	Yes
10/11/2018 5:36 PM	Finance	Yes



October 9, 2018

Bob Gardner, Board Chair  
Board of Supervisors of the County of Mono  
P.O Box 715  
Bridgeport, CA 93517

We are engaged to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Mono (the County) for the year ended June 30, 2018. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and the Uniform Guidance

Our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the County's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we will perform test of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the County's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the County's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the County's compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the management's discussion and analysis, budgetary comparison schedules, schedule on changes in net pension liability and related ratios, schedules of proportionate share of net pension liability (asset), schedules of plan contributions – pension, schedule of changes in the net OPEB liability and related ratios, and schedule of contributions - OPEB, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

677 Scott Avenue  
Clovis, CA 93612  
tel 559.299.9540  
fax 559.299.2344

We have been engaged to report on the schedule of expenditures of federal awards, combining funds statements, and California emergency management agency supplemental schedules, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

#### Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit on approximately October 1, 2018 and issue our report on approximately December 31, 2018. Fausto Hinojosa is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Supervisors and management of the County of Mono and is not intended to be, and should not be, used by anyone other than these specified parties.

#### **Electronic Data Communication and Storage and Use of Third Party Service Provider**

In the interest of facilitating our services to the County, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the County may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

Very truly yours,







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 16, 2018

**Departments: CDD, County Counsel**

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

**PERSONS APPEARING BEFORE THE BOARD**                      Wendy Sugimura

**SUBJECT**                      Comment Letter in Response to  
LADWP's Notice of Preparation of a  
Draft Environmental Impact Report

**AGENDA DESCRIPTION:**

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

Scoping comment letter in response to a Notice of Preparation from the Los Angeles Department of Water and Power on the Mono County Ranch Lease Renewal Project.

**RECOMMENDED ACTION:**

Approve scoping comment letter for submittal by the Board, with any desired modifications, and authorize the Board Chair to sign.

**FISCAL IMPACT:**

The not-to-exceed cost of the consultant team preparing the response is \$20,040, and was approved in the Phase II budget.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 7609241814 / wsugimura@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Final Draft</a>

**History**

Time	Who	Approval
10/12/2018 12:21 PM	County Administrative Office	Yes

10/12/2018 10:26 AM

County Counsel

Yes

10/12/2018 9:41 AM

Finance

Yes

# Mono County Community Development Department

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PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: October 16, 2018

To: **Honorable Mono County Board of Supervisors**

From: Wendy Sugimura, Director

RE: **Approve Comment Letter in Response to LADWP's Notice of Preparation of a Draft Environmental Impact Report on the Mono County Ranch Lease Renewal Project**

### RECOMMENDATIONS

Approve comment letter, with any desired modifications, in response to a Notice of Preparation from the Los Angeles Department of Water and Power on the Mono County Ranch Lease Renewal Project, and authorize the Board Chair to sign.

### FISCAL IMPACT

Consultant costs not-to-exceed \$20,040.

### DISCUSSION

Mono County received a Notice of Preparation (NOP) of a Draft Environmental Impact Report (EIR), dated August 15, 2018, from the Los Angeles Department of Water and Power (LADWP) for the proposed Mono County Ranch Lease Renewal Project. The NOP includes a project description, location, and identification of potential environmental effects (to the extent known), and a public scoping meeting was held in late September. The deadline to submit comments is Oct. 16, 2018, at 5:00 pm.

The purpose of the NOP and scoping is to

- Identify a range of actions, alternatives, mitigation measures and significant effects to be analyzed in depth,
- Eliminate from detailed study issues found less than significant, and
- Respond to the concerns of community, state, local and federal agencies, and other concerned parties.

The scoping period and detailed comments are critical in shaping the project, project alternatives, the content and focus of the environmental analysis, and establishing standing by an interested party. Because this is such an important step in the process, a select team of experts in CEQA (Sandra Bauer, Bauer Planning and Environmental Services, Inc.), biological resources (Jim Paulus, Ph.D.), hydrology (Rick Kattlemann, Ph.D.), aquatic biology (David Herbst, Ph.D.) and agriculture (Orrin Sage, Ph.D) were engaged to assist the County with the NOP comments. In addition, Stacey Simon and Jason Canger provided expert staff analysis on CEQA and water law.

A discussion was held with the Board on Sept. 11, 2018, to receive initial direction on the comment letter, and then a draft was reviewed for input at the Oct. 9, 2018, Board meeting.

### Discussion

In summary, the main points of the comment letter are as follows:

- The Notice of Preparation is deficient.
- The EIR should analyze impacts against historical baseline conditions.
- The project will impact jurisdictional water and habitat for special status species.
- LADWP's stated plan to spread water for the Greater Sage Grouse must be well documented.
- Irrigation changes will impact regional surface water, near-surface water, and groundwater hydrology.

- The project may increase fugitive dust emissions and fire-hazard risk.
- The project will significantly impact agriculture in Mono County and Inyo County.
- The recreational fishery may be significantly impacted.
- The project would compromise aesthetic values of the US 395 State Scenic Highway and the National Scenic Byway.
- No-project alternatives: At least four no-project alternatives merit assessment.
- A Rangeland and Wildlife Management alternative is proposed, which is also the environmentally preferred and the County's preferred alternative.

Each conclusion is backed by data and substantial evidence, along with requests for information disclosure and additional studies to fully understand and determine the impacts of LADWP's proposed action.

The Board is requested to discuss the points and information in the comment letter, provide any additional feedback or modifications, and then authorize the Board Chair to sign.

Please contact Jason Canger (760.924.1712, [jcanger@mono.ca.gov](mailto:jcanger@mono.ca.gov)) or Wendy Sugimura (760.924.1814, [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov)) with any questions.



Jennifer Halferty ~ District One    Fred Stump ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5533 • FAX (760) 932-5531  
*Shannon Kendall, Clerk of the Board*

16 October 2018

Los Angeles Department of Water and Power  
Attention: Jane Hauptman  
([Jane.Hauptman@ladwp.com](mailto:Jane.Hauptman@ladwp.com))  
111 North Hope Street, Room 1044  
Los Angeles, CA 90012

SUBJECT:        Comments on the Los Angeles Department of Water and Power Notice of  
Preparation for the Proposed Mono County Ranch Lease Renewal Project

Dear Ms. Hauptman:

The Mono County Community Development Department (CDD) has reviewed the Notice of Preparation (NOP) distributed by the Los Angeles Department of Water and Power (LADWP) for the Proposed Mono County Ranch Lease Renewal Project (Project). The CDD has also attended the Scoping Meeting held by LADWP on September 26 in the Mammoth Outlet Mall where recorded comments were offered.

Based on information obtained through the NOP and scoping meeting, as well as additional information provided by LADWP in response to letter requests submitted by CDD to LADWP on September 14, we have developed a number of comments concerning the scope and focus of information to be provided in the forthcoming Draft Environmental Impact Report (DEIR). Our comments are presented in this letter, which includes seven sections addressing specific aspects of the forthcoming DEIR. To facilitate LADWP review of our remarks, the letter begins with a Table of Contents, and a summary of the County's findings and recommendations.

Please do not hesitate to contact Ms. Wendy Sugimura, CDD Director, if you have questions about any of the information provided in this comment letter. Ms. Sugimura can be reached via telephone (760.924.1814) or email ([wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov)).

Please also note that these same comments were submitted to LADWP signed by the County's Community Development Department and sent by express mail, scheduled delivery of 10:00 am on 16 October 2018.

Sincerely,

---

Bob Gardner, Chairman  
Mono County Board of Supervisors

<b>TABLE OF CONTENTS</b> <b>Mono County Comments on LADWP's Proposed</b> <b>Mono County Ranch Lease Renewal Project</b>		
SECTION	TOPICS	PAGE NUMBER
I	Summary of Mono County Findings and Recommendations	2
II	Project Description, Project Location, Project Objectives	4
III	Environmental Setting	5
IV	Topical Issues to be addressed in the Forthcoming DEIR	6
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## **I. SUMMARY OF MONO COUNTY FINDINGS AND RECOMMENDATIONS**

- The Notice of Preparation is Deficient:** The NOP released on 15 August 2018 does not provide sufficient information regarding the project, the project location, or the project objectives to facilitate meaningful input by Responsible Agencies, interested stakeholders, and the public concerning the scope and content of the forthcoming EIR. Mono County urges LADWP to prepare and release a new and adequate NOP, with new scoping outreach and a full NOP review and comment period.
- The EIR should Analyze Impacts against Historical Baseline Conditions:** Physical conditions in the study area at the time of the NOP release (August 2018) do not represent historic (100+ year) conditions under past lease and water distribution practices. LADWP commenced a portion of the proposed project prior to conducting the required environmental review, and therefore it would be improper and misleading for LADWP to now utilize present conditions as a baseline for the current EIR. To adequately compare post-project conditions to pre-project conditions, the EIR should analyze potential project effects using as a baseline the historic conditions between 2008 and 2013, which is the term of the previous leases that these new leases would replace.
- The Project will Impact Jurisdictional Waters and Habitat for Special Status Species:** Project area wetland values are well-documented, and as a result may be considered jurisdictional; the irrigation conveyances may also qualify as jurisdictional tributaries. The DEIR must document results of consultation with the United States Army Corps of Engineers (USACE), United States Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and other agencies. A

spatially-explicit water balance model is needed to minimize loss of important habitat and wetland functions.

- **LADWP's Stated Plan to Spread Water for the Greater Sage Grouse (GSG) must be Well Documented:** Absent comprehensive GSG protections, to be set forth in the DEIR, the proposed project may jeopardize the Bi-State Distinct Population Segment (DPS) of GSG and contribute to a listing of this species under the Endangered Species Act. The water balance model will assist LADWP in determining whether the maintenance of dispersed brood-rearing habitats will avoid potential impacts. The EIR must disclose conditions at Parker Meadow, where LADWP dewatering has been associated with GSG population decline to near-extirpation. The 2013 USFWS decision 'not to list' specifically mentioned LADWP's Habitat Conservation Plan as a required protection; this plan must be finalized, or the EIR must assess impacts in the absence of a completed HCP. GSG listing would impact up to 82% of Mono County developable land area; the EIR must provide an alternative that would not jeopardize the status of GSG as a non-listed species.
- **Irrigation Changes will Impact Regional Surface Water, Near-surface Water, and Groundwater Hydrology.** The forthcoming EIR must quantify the changes in stream diversions, subsurface flows, groundwater recharge rates, evapotranspiration rates, return flow volumes, and the overall net water storage capacity of area soils and diversion channels to ensure that hydrologic impacts are less than significant. Evapotranspiration rates and return flow amounts in particular are poorly understood in the project area, which will require state-of-the-art modeling; all model inputs must be disclosed in the EIR. Hydrologic monitoring will be essential to ensure that future flows are adequate to maintain habitat.
- **The Project may Increase Fugitive Dust Emissions and Fire Hazard Risk:** Reduced irrigation supply may lead to vegetation type conversion from wetlands to erosion- and fire-prone non-native vegetation, thereby contributing to fugitive dust emissions and increased fire hazard risk. Monitoring of vegetation type and sensitive air quality receptors will be required to demonstrate that mitigations are effective over time.
- **The Project will Significantly Impact Agriculture in Mono County and in Inyo County.** Proposed changes will inevitably cause a shift in livestock use patterns throughout Owens Valley, and jeopardize the specific rangeland management practices of the Owens River recovery efforts. The livestock rotation patterns that underlie the Owens Valley Land Management Plan will no longer be feasible, potentially leading to the cessation of rangeland operations in both Mono and Inyo Counties.
- **The Recreational Fishery may be Significantly Impacted:** The EIR must offer a detailed assessment of potential impacts on all area recreational fisheries, and provide alternatives and mitigation measures that can reduce potentially significant impacts to Mono County fisheries at Crowley Lake and all tributary systems and recreational tourism to less than significant levels.
- **The Project Would Compromise Aesthetic Values of the US 395 State Scenic Highway and the National Scenic Byway.** These designations recognize exceptional natural, visual and recreational resources along US 395, and are integral to Mono County tourism. Most if not all of the proposed project areas are located along the US395 corridor. The EIR must analyze visual resource impacts according to both the Mono County Corridor Management Plan and Caltrans' scenic compliance review process.
- **No-Project Alternatives:** At least four no-project alternatives merit assessment in the forthcoming EIR including the possibility that ranchers will decline to accept the new lease proposals, the possibility that project objectives can be attained through conservation-oriented lease

modifications, continuation of existing practices, and pursuit of an alternative water supply source in lieu of this project.

- **Rangeland and Wildlife Management Plan Alternative:** This alternative would be based on a determination of the largest irrigation water reduction that can meet LADWP objectives without significant impacts to wetlands and GSG habitat, livestock grazing operations and other criteria.
- **Preferred Alternative:** Mono County considers the Comprehensive Rangeland and Wildlife Management Plan to be the environmentally superior alternative, and offers to collaborate with LADWP on the development and successful implementation of such a plan. However, regardless of which alternative LADWP identifies as the 'preferred alternative,' the basis for the selection must be fully and clearly documented in the forthcoming EIR.

## II. PROJECT DESCRIPTION, PROJECT LOCATION, AND PROJECT OBJECTIVES

The NOP issued by LADWP on 15 August 2018 provided only limited and very general information regarding the project proposal, the project location, and probable environmental effects. The comments offered in this NOP response necessarily reflect Mono County's best estimate of the boundaries and location and acreage and status (i.e., irrigated or non-irrigated) of the lease lands that are proposed for modified lease renewals, and how LADWP may propose to restructure future ranch leases (i.e., lease terms and provisions).

The NOP states that the project location includes "*the communities of Sunny Slopes/Tom's Place, Aspen Springs, Crowley Lake/Hilton Creek, McGee Creek, and Long Valley*" and includes a large-scale regional location map that identifies LADWP property in only the most general terms. The NOP discussion of potential environmental effects notes that LADWP has "*historically spread water deliveries for agricultural irrigation purposes on approximately 6,100 acres on ranches for which LADWP proposes to enter new leases*" but LADWP referenced a 28,000-acre project study area in the project Scoping Meeting on 26 September 2018, and the LADWP property identified on the regional location map appears to refer to the full 28,000-acres. The location of the 6,100-acres of irrigated land is not described in the NOP nor described or mapped for the Scoping Meeting. More importantly, LADWP failed to respond affirmatively to the County's repeated requests for a map that would comply with CEQA Guidelines §15082(a)(1)(B) (Location) that calls for "*a specific map, preferably a copy of a USGS 15' or 7 ½' topographical map identified by quadrangle name.*"

In the absence of information provided by LADWP, Mono County has referred to a 1990 report by Platts that described the project vicinity as pastures encompassing "*7,500 acres of which 5,000 are meadow and of these 5,000 acres about 3,000 to 4,000 acres are irrigated. The amount of acreage irrigated depends on water availability.*" Another report (LADWP, 1992) mentions that 3,246 acres on the Miller and Wood Ranch lease "*are classified as irrigated pasture*" watered from Convict, McGee, and Hilton Creeks. Irrigated pasture on the Chance Ranch lease along Mammoth Creek totaled 665 acres (LADWP, 1993). Other ranch leases held by Four-J Cattle Company, Cashbaugh Livestock Company, and J & L Livestock Company include land where "*nearly 2,000 acres of the river floodplain are irrigated from the Owens River and Hot Creek*" (LADWP, 1994). If these areas are independent and do not overlap, then they add up to about 6,000 acres to the project area.

The DEIR needs to carefully identify and map the areas that have been historically irrigated and will be subject to the proposed changes in irrigation. These maps and spatially-explicit descriptions should be in GIS format for ease of use, and must clearly distinguish the location and acreage of lands that have and have not previously been irrigated. Tables must be provided that clearly list and compare the terms and provisions of (a) the original leases, (b) practices under the expired leases, and (c) the terms and provisions of the proposed leases including with respect to irrigation delivery and spreading volumes of water, locations of application, timing of deliveries, responsibilities for spreading, and oversight.

It is essential that the DEIR project description detail the proposed changes to the irrigation water allocation on both a cumulative and a lease-by-lease basis. The description must clearly describe changes in seasonality, volume, duration of flow, and water distribution systems. Moreover, a complete copy of the proposed lease(s) must be included with the DEIR (possibly as an appendix), so that the ranchers and other reviewers have an opportunity to evaluate how the proposed changes may impact grazing operations including forage quality,



carrying capacity, and grazing value. The potential environmental impacts of the Project cannot reasonably be assessed unless the proposed leases are included in the DEIR.

The forthcoming DEIR should provide a detailed description of how “LADWP’s existing practice of spreading water for the sage grouse” (as quoted from the NOP) will be maintained. Where and how will the water be spread, and what water sources will be used for this purpose? The project description must also define the specific activities that are proposed to achieve the project objectives (as stated in the NOP presentation handout) to “Ensure the continuation of cost-effective aqueduct operation and hydroelectric power generation” and to “Manage LADWP-owned lands in Mono County in a manner consistent with the Mayor’s Executive Directive No. 5, the Sustainable City ‘pLAn,’ and the City Charter” and to “Restore natural hydrology to Mono County streams.” With respect to the latter objective of “[r]estor[ing] natural hydrology,” LADWP must clearly define how the term ‘natural hydrology’ is to be used in the forthcoming EIR. Does LADWP’s definition refer to the hydrologic conditions that existed prior to the first Mono County Leases, but not to the conditions that existed prior to LADWP operations in Owens Valley? If so, this definition must be justified since LADWP operations (not the ranch leases) are the dominant factor preventing reestablishment of natural hydrologic conditions in Mono County. Truly natural hydrologic conditions in the Long Valley region would include the absence/nonexistence of Crowley Lake; the wetlands of this area were extensive and no doubt tremendously varied in springs, marshland and meandering riverine habitats, as can be seen on USGS maps of 1911. The objective to restore ‘natural hydrology’ should also be clarified in the EIR identification of baseline conditions (this issue is further addressed in the baseline discussion that follows this section).

Finally, the DEIR must be clear and detailed in its description of the objectives and the activities that are proposed specifically within the 6,100-acre irrigated area as compared to objectives and activities proposed within the larger 28,000-acre study area. Does LADWP have objectives that are unique to these two differing areas? Please ensure that the DEIR provides maps that clarify the precise boundaries and status (irrigated or non-irrigated) for each lease area.

In light of the many deficiencies found in the 15 August 2018 NOP, Mono County strongly urges LADWP to suspend the current NOP review period so that LADWP can prepare a new NOP that complies with requirements of CEQA Guidelines §15082(a)(1) concerning the full range of NOP contents. Doing so will enable the commenting parties to comply with CEQA §15082(b), which requires that LADWP be provided with “specific detail about the scope and content of the environmental information related to the responsible or trustee agency’s area of statutory responsibility that must be included in the draft EIR.” This mandate is very difficult to fulfill given the inadequate level of project information presented to date by LADWP.

### **III. ENVIRONMENTAL BASELINE SETTING**

In determining the baseline setting to be used in the EIR, LADWP must give careful consideration to current case law. In particular, DWP should review a 2010 case that established important precedent for the use of a “historical” baseline. As stated in CEQA Guidelines §15125, the environmental setting at the time of NOP release will normally constitute the baseline conditions for determining whether an impact is significant. However, courts have found that §15125(a)’s use of the word “normally” “necessarily contemplates that physical conditions at other points in time may constitute the appropriate baseline or environmental setting” and that “the date for establishing [the environmental] baseline cannot be a rigid one.” (*Cherry Hill Pass Acres & Neighbors v. City of Beaumont* (2010) 190 Cal.App.4th 316, 336 (emphasis in original) (internal citations omitted).) Environmental conditions may vary from year to year and include temporary lulls or spikes in operations during the period of environmental review; these changes should not necessarily “depress or elevate the baseline.” (Ibid. (internal citations omitted).) Ultimately, “[n]either CEQA nor the CEQA Guidelines mandates a uniform, inflexible rule for determination of the existing conditions baseline.” (Ibid.) Rather, lead agencies are afforded discretion to set an environmental baseline but should be guided by the purpose and legislative intent of CEQA, respectively, to afford the fullest possible protection of the environment and to regulate all private and public projects and activities so that “major consideration is given to preventing environmental damage.” (*Fat v. County of Sacramento* (2002) 97 Cal.App.4th 1270, 1276 (citing Pub. Res. Code, §21000(g).) Accordingly, the goal of lead agencies tasked with establishing a proper environmental setting is to identify the baseline that will enable project impacts to be most realistically measured against pre-project conditions.

The significance of potential project impacts, and associated mitigation measures and alternatives, must be clearly stated and assessed in the DEIR, and “*specific enough to permit informed decision making and public participation... and to permit a reasonable choice of alternatives so far as environmental aspects are concerned*” (CEQA Guidelines §15146, Discussion). Informed decision making should include comparison of the potential environmental effects in relationship to the proper environmental baseline. Without an appropriate baseline description, an adequate analysis of a project’s impacts, mitigation measures, and alternatives “becomes impossible.” (*County of Amador v. El Dorado County Water Agency, supra*, at p. 953, 91 Cal.Rptr.2d 66.). The environmental setting included in the forthcoming DEIR must not be limited to the conditions existing at the time the NOP – that is, after irrigation supplies had been withdrawn, adverse environmental impacts were already observed, and for which the County has formally challenged in a separate CEQA lawsuit – because doing so would result in disingenuous analysis and misleading conclusions regarding project impacts, and therefore preclude the identification of alternatives and mitigation measures that can feasibly avoid project impacts. Because in this instance LADWP commenced the Project prior to conducting the required environmental review (specifically, it changed its decades-long historic practice to mirror that proposed in the new leases), it would be improper for LADWP to now utilize present conditions (i.e., conditions that exist due to LADWP’s own violation of CEQA) as a baseline for the current DEIR. If LADWP does utilize current conditions as the baseline, the public and decision makers will be deprived of the opportunity to meaningfully consider the actual impacts of the proposed project.

Based on its understanding and familiarity with the project background, Mono County recommends that LADWP define the project baseline as conditions that existed between 2008 and 2013. This 5-year period would provide a reasonable and representative baseline for several reasons. First, it represents the term of the leases; the proposed leases would replace those prior leases. Second, LADWP was providing irrigation water consistent with its decades-long practices during the period of the prior leases with fluctuations in the amount of irrigation water provided being relatively minor, and exports to Los Angeles were consistent with export averages for the recent period.

#### **IV. TOPICAL ISSUES TO BE ADDRESSED**

##### **a. Wetlands and Aquatic Habitats.**

The project as described in the NOP has the potential to adversely impact natural resources in the project area, including extensive wetlands habitats, sensitive plant communities, and dependent plant and wildlife populations. Historic water deliveries to the project area have created and maintained wetlands that are potentially jurisdictional Waters of the State of California and the United States. Historically, these wetland habitats and marginal meadows have functioned to provide vital public benefits and values, as well as habitat for diverse species including the Bi-State DPS of GSG. The United States has had a policy of no net loss of wetlands since 1988 (Executive Order 11990, Protection of Wetlands); the EIR must assess wetlands impacts that may be caused by the Project in light of this and other relevant wetlands policies and protections.

Studies of wetlands in Mono County (Curry, 1992, 1993, and 1996) concluded that 50 to 100 years of irrigation produces soil and vegetation conditions characteristic of wetlands as defined under the Clean Water Act. These studies identified jurisdictional wetlands within the presumed proposed project area near the communities of Long Valley, Crowley Lake, and Aspen Springs. The assessment of Long Valley pastures by Platts (1990) agreed with the conclusion that functioning wetlands were being created within the project area. State-sensitive plant communities dominated by wetlands-dependent vegetation were mapped in 2014 within the area that will be devegetated by the Project (Mono County, 2015). Furthermore, the USFWS National Wetlands Inventory Map of surface waters and wetlands shows the potential for extensive wetlands around Crowley Lake and throughout the NOP-defined project area and surrounding region.

Historic and proposed operation of the conveyances in the project area has diverted flows from and returned them to jurisdictional waters, such that these conveyances may themselves represent jurisdictional tributaries to the Owens River, which is a traditionally navigable waterway. Detailed field investigations to produce a map of

naturally-occurring wetlands, wetland conveyances and adjacent wetlands created by irrigation, vegetated areas enhanced by irrigation but not classified as wetlands, transition areas with irrigation only during high-runoff years, and areas never irrigated are essential to understanding the resources at risk. LADWP should conduct and present in the DEIR a delineation and mapping of jurisdictional areas in the project boundaries. Results would inform the meaningful engagement by Responsible Agencies, other agencies, interested stakeholders, and the public about the extent of resources and locations that may be lost or impacted.

Operations that will spread water for the conservation of GSG and the habitat upon which they depend is clearly a part of the proposed project, and the NOP states that LADWP's existing practice of spreading water for the GSG would not be affected. However, Mono County notes that water spreading in the project area has historically been the responsibility of the leasehold ranchers (not LADWP), and that resulting GSG benefits have occurred due to the rancher's range management practices and not any purposeful objective of LADWP. Since the spreading of water that sustained the GSG population and habitat has long been tied to historic ranching practices, it is not clear how LADWP can continue this practice without providing water to or seeking assistance from the ranchers. Moreover, Mono County can envision no way that the Project as proposed can accommodate increased water use efficiency within the dewatered area (either for providing sage grouse habitat or for operation as a facility of the aqueduct) without reconfiguration of one or more of the ditches, turnouts, or return conveyances. Accordingly, LADWP must consult with the USACE and CDFW regarding the potential need for permitting associated with the reconfiguration of facilities that may be required for LADWP to spread habitat maintenance irrigation for the sage grouse and thereby meet the conservation goals of the Project.

The NOP states that LADWP will continue to allow ranching on the lease areas. The analysis should include a detailed study of livestock-related impacts that may be created by the elimination of widely dispersed wet habitats. Livestock use will be concentrated at the remaining few wet areas, at least seasonally if not perennially. Creation of wallows at concentrated livestock use areas is a new impact to flows that pass through during times of facility use for aqueduct maintenance. The next high flow following extended new livestock sediment disturbance and defecation will significantly alter the geochemical and possibly the biological integrity of the tributary flow at the receiving water (*e.g.*, Mammoth Creek or the Owens River). LADWP must discuss with the USACE and CDFW whether these impacts would potentially result in discharges to jurisdictional waters during facility use for ranching leases.

The analysis of wetlands and other jurisdictional Waters should include a complete investigation of the wetlands functions and values that are currently provided within the project area, so that mitigation to replace the acreage, functions and values can be properly formulated. At a minimum, these waters support biological diversity, regulate (attenuate) flood flows, store and filter runoff, and support recreation. Their widespread distribution and high productivity support and in part are responsible (along with the productivity of aquatic invertebrate life) for maintenance of the food web underlying the productivity of stream fisheries of the area. They are also visually attractive features (especially, in comparison to dewatered and devegetated "desertified" former wetlands) in the area's designated scenic corridor. Mono County recognizes that if and as climate change increases the amount of runoff originating as rainfall, and hence runoff event intensity, wetland function to capture and store episodic runoff for more gradual release will be an increasingly important and undeniable asset, both in Mono County and in the area served by LADWP.

The historic changes in vegetation and the probable future changes under different irrigation regimes should be analyzed in the DEIR on a spatially-explicit basis. Mono County concurs with the 1990 assessment of Platts that "water is spread over Long Valley pastures to raise the water table to a level where all herbaceous vegetation has its root systems in the water table," but notes that LADWP reviewers disagreed with that characterization. Forage production data collected by LADWP staff since 1988 (Los Angeles Department of Water and Power, 1992:26) is available to provide insights into plant productivity at specific project locations and under different moisture regimes. The amount and timing of irrigation needed to support sufficient wet meadow habitat for GSG

conservation will be site-specific, and in practice must be adaptive to year-to-year climate variation. The DEIR must verify LADWP's historic irrigation strategies and describe how the proposed future irrigation system may differ from those historic practices. This information should be incorporated into the project description as a proposed guidance document for the timing and locations of water spreading, such as a Rangeland and Wildlife Management Plan (please see Comment Letter §VI, Alternatives). It would also provide a basis for demonstrating that habitat goals will be met under a Habitat Conservation Plan for GSG, which also should be specified in the DEIR as a pre-project requirement in order to ensure that the best available data has been incorporated to meet the stated plan to ensure that "*the sage grouse would not be affected by the proposed project*" (NOP).

Special status plant populations that are dependent upon wetlands habitat conditions will likely be quickly and irreversibly extirpated as a result of the proposed project. The previously identified species include Lemmon's milkvetch, Inyo County star-tulip, smooth saltbush, naked-stem phacelia, Inyo phacelia, Hall's meadow hawksbeard, alkali ivesia, alkali tansy-sage, and small-flowered grass of Parnassus; there may be others not documented in historical literature. In order to document the current occurrences of special status plants that will be negatively affected or extirpated, and determine whether significant impacts will occur as a result of project dewatering, a floristic survey of the project area that conforms to CDFW methods (CDFW, 2009) should be completed. LADWP, as lead agency under CEQA, must develop specific standards that define the thresholds of a significant impact to special status plants. Data regarding species richness, including special status species presence, should be included in formulating appropriate mitigation for loss of special status plant populations and wetland habitat.

Special status wildlife also has potential for presence. GSG use of the affected wetlands habitats including critical foraging needs for successful brood-rearing has been well documented. Others include nesting northern harrier, Swainson's hawk, and willow flycatcher, aquatic springsnails, Owens sucker, Owens tui chub, Owens speckled dace, and Long Valley speckled dace. Others not documented in the available literature may currently occur within the habitats supported by water spreading. Studies should be completed so that the DEIR can document the extent of occurrences of special status wildlife, determine which uses will be removed from the area due to the proposed project, and then identify alternatives that will allow or maximize impact avoidance while meeting the stated objective to 'restore natural hydrology to Mono County streams.'

The analysis should be extended to streams that flow through the project area, as they support valuable fishery resources. The DEIR should thoroughly assess the habitat values inherent to these conveyances, which include provision of hydrologic input to natural adjacent wetlands and other aquatic habitats that prior to the project have been dependable resources for plants and wildlife. How would these resources potentially be impacted by this project? As noted by LADWP, recent trends and hydrologic model predictions suggest that climate change will result in earlier stream flow peaks, reduced summer flows, and drying in smaller channels. If LADWP is concerned that there will be less precipitation in the future, LADWP should present the modelling or other evidence on which that concern is based. It is the understanding of Mono County that there is no evidence to support less future precipitation; rather the evidence points to a change in precipitation patterns. Low flows are damaging to the health of fish and stream invertebrate communities. Data collected by Sierra Nevada Aquatic Research Lab (SNARL) scientists on habitat, fish, and benthic invertebrate values (collected in the spring and fall of 1993-94-95) can serve DEIR analysis of the current status of aquatic habitats, and for forecasting in-stream and in-project changes that may occur with the proposed project. These data (Herbst and Knapp, 1999) included four sites on Convict Creek (including SNARL as a control), two sites on McGee Creek, and three sites on Mammoth Creek. Additional samples were obtained from Hilton Creek in 1998 for the Lahontan Regional Water Quality Control Board. Potential negative effects upon the diversion source habitat as well as the in-project habitats and receiving waters must be included in the analysis, so that compensatory mitigation can be formulated for any identified significant impacts.

The forthcoming DEIR must determine whether the range management practices implemented by LADWP in the mid-1990s resulted in any improvements in habitat, fish, or resident invertebrate life. LADWP has promoted river recovery through grazing management practices, such as fencing and “rest-rotation,” throughout the Long Valley streams and meadows. Are these practices still in use, and would they continue under the proposed project? If so, the forthcoming DEIR should provide monitoring reports and/or other documentation to demonstrate whether and how these practices have improved instream conditions and other habitat values. Would the proposed project impact grazing and animal unit densities and duration? The DEIR should clearly describe the goals of grazing management in terms of conservation of biological resources, and analyze stock rotation alternatives that would minimize the impacts to wetlands and aquatic resources. Much of the rotation involves lands in Inyo County, which will require that the DEIR also address impacts in Inyo County, including potential increases in the concentration of livestock in Inyo County and corresponding decreases in concentration of livestock in Mono County. The DEIR should describe the monitoring program for detecting impacts during project operations, and the criteria that will be used to judge management success.

The extent that irrigation has historically supported wet meadow habitat critical to GSG and native wetlands-dependent vegetation should be assessed. In order to predict the effects upon the South Mono Population Management Unit (PMU), the relationship between the pre-project distribution of wet meadow and similar highly diverse and productive habitats that are known to be critical for brood-rearing success and the proposed, relatively limited distribution that will result from the Project must be understood.

It is apparent from the lack of contemporary, site-specific data for use in analyzing project impacts to aquatic systems, wetlands, and dependent plants and animals that, at minimum, a spatially-explicit water balance model is needed for the project design to minimize loss of important habitat and wetland functions. It would allow LADWP to demonstrate that maintenance of dispersed brood-rearing habitats will avoid potential impacts to the GSG population. The model should be based upon data collected at key locations in the affected watersheds, so that currently poorly understood parameters such as fraction returned to the aqueduct (which may vary among the leased lands throughout the project area), fraction consumed by evapotranspiration, and facility storage capacity and release rate can be understood and predicted under various water-type years and irrigation scenarios. The model and its test results should be presented as a basis for analysis in the DEIR, not merely promised as a deferred product of facility operations, so that a complete and comprehensive analysis of potential project impacts are identified for review by decision makers and the public. Because wetlands are inherently fragile, their management under irrigation requires a higher standard of knowledge about the fate of releases; miscalculation and not knowing the timing and duration of needed habitat maintenance flows will quickly cause loss of wetland vegetation and function that takes a relatively long time and may require substantial mitigative investment to repair.

Studies conducted by Jellison and Dawson (2003) may provide LADWP with pertinent information regarding the volumes of flows returning to Crowley Lake, and inputs of nutrients and sediments to the channels in the Crowley Lake tributary streams. These data could help LADWP identify whether nutrients and sediments have been a problem and the magnitude of any problems that have been observed. If done at a sufficiently site-specific scale, modeling may demonstrate how LADWP can spread water in a way that ensures the GSG would not be affected by the proposed project (i.e., wet habitat will be maintained). The model should provide for the DEIR estimates of the volumes of water diverted under alternative management scenarios, returned flow amounts, and evapotranspiration rates, so that the total amount of water (in terms of acre-feet) that will be lost during project operation can be known. Only then could some potential “middle ground” alternative be identified whereby more efficient use of irrigation water could increase aqueduct flows, and sustain existing grazing practices and sage grouse habitat, while at the same time leaving more in-stream flows that support aquatic habitat.

**b. Greater Sage Grouse**

The wetlands provide vital habitat for the GSG, which likely would now be listed as threatened under the Endangered Species Act (ESA) but for the assurances provided in the 2012 Bi-State Action Plan. The proposed LADWP project may undermine these assurances and lead to listing of the GSG, particularly in light of the recent court order for the USFWS to reconsider the 2013 decision (USFWS, 2018). Mono County therefore believes that potential changes in legal status of the Bi-State population must be addressed in the DEIR. A comprehensive assessment would at a minimum identify the locations, character (function), and extents of pre-project habitats that support the Long Valley sub-population, and explain all criteria used for the designation of suitable versus unsuitable GSG habitat within the project area. As noted in correspondence from the Mono County Board of Supervisors to USFWS (July 2014), the delineation of suitable and unsuitable habitat is so critical to the analysis of economic impacts (that could arise from a post-project decision to list the DPS under the ESA) that input must be sought from both the public and the Bi-State Technical Advisory Committee to ensure that the best available science and knowledge is applied. Without such input, there is a strong likelihood that the GSG will be listed and result in restrictions on land and water use throughout the project area.

The forthcoming DEIR should provide a detailed description of how "*LADWP's existing practice of spreading water for the sage grouse*" (as quoted from the NOP) will be maintained. Spatially-explicit and seasonally timing-sensitive irrigation and hydrology considerations need to be analyzed with respect to impacts on GSG habitat. Does the "existing practice" include the timing of irrigation in quantities and locations sufficient to ensure the long-term viability of the Long Valley sub-population, including an assurance of continued widely distributed wet meadow habitat for Sage Grouse broods, and how will this change? Contraction of the habitat available for brood-rearing is a potential threat to GSG due to enhanced predator advantage. Coyote and raven predation are suspected limiting factors in this area, and change in their impact upon GSG recruitment should be studied and disclosed. Other ecological threats due to contraction of crucial habitat may exist, and the increase in risk of total loss that is inherent to limited (and due to the project, significantly decreased) habitats due to stochastic events.

The decline of the Parker Meadows sub-population that occurred following dewatering of long-standing irrigated meadows of the historically occupied habitat provides the best available evidence for assessing how various project dewatering alternatives will affect the South Mono Population Management Unit (PMU). Drying of spatially distributed wet areas that were maintained by seasonally-timed water deliveries until the 1990s did not lead to an expansion of the Parker Meadows subpopulation. The subpopulation there is now potentially facing extirpation due to the negative effects of reduction to sub-viable population size. The mechanism underlying this actual population crash that is associated with the change in LADWP water spreading management should be disclosed in the forthcoming DEIR. In the absence of such fair assessment and disclosure of the relationship between LADWP's former actions in Parker Meadows and the need for a recent last-ditch transplanting attempt to save the population, it may be reasonably assumed that the experience during the past two decades at Parker Meadows is not simply coincidence and it is, to some significant degree, a causal relationship. Mono County currently believes that the apparently simplest explanation (i.e., that the Parker Meadows population suffered losses when wet habitats that formerly were crucial for population maintenance were suddenly removed or substantially contracted by LADWP's actions) may be the most explanatory of the observed results, and that the lessons learned there should be applied to the current project.

The project area and LADWP's historic operations to maintain wet meadow habitats are surely essential to the support of the current Bi-State GSG population in Long Valley. Because the South Mono PMU is critical to the long-term sustainability of the Bi-State DPS, the environmental analysis for this project must be robust enough to meaningfully inform the debate among agencies, stakeholders, and the public regarding the fate of the DPS. The DEIR analysis must note that nesting success in the South Mono PMU is low; it is conjectured that existing local subsidies for predators such as ravens are a contributing factor. Mono County has a plan in place to close the landfill by 2023 to remove one potential (though currently unquantified) impact of GSG predator subsidy.

However, reduction of irrigated habitat will likely result in more highly aggregated, visually discrete “green” strips of habitat that will be used by sage grouse. These visual cues in the landscape potentially will enable predators to narrow their search, resulting in more efficient hunting and increased GSG depredation. Though nesting success has been low, brood-rearing success has historically been high in the South Mono PMU, potentially because of irrigation practices by LADWP. For example, studies have shown that the South Mono PMU population historically did not track with precipitation, probably because the area was buffered by irrigation supplies, but are now starting to track with natural precipitation again. One conclusion from that data is that the population is reliant on LADWP irrigation.

Changes in LADWP irrigation practices will likely have a significant adverse impact on brood-rearing success by reducing availability of grass, forbs, insects, water and wetland conditions that are necessary for brood survival. Therefore, a potential consequence of the proposed project is to impact the most successful life-cycle stage of the birds in the South Mono PMU, and create a double jeopardy situation where both nesting success and now brood-rearing success may be low. The impacts to the overall population stability and viability must be assessed under such a modified survival scenario.

In order to assess the impact on reproductive success, the EIR will need to analyze GSG breeding and brood-rearing habitat changes in terms of (a) sagebrush canopy cover, (b) total shrub canopy cover, (c) sagebrush height, (d) perennial grass and forb cover and height, (e) perennial forb diversity, (f) meadow edge (ratio of perimeter to area), and (g) species richness. The potential resistance of the currently available breeding habitats following alteration by the project to pervasive threats such as invasion by fire-prone cheatgrass and other non-native annual weeds should be assessed, and management strategies to avoid habitat degradation appropriately identified (Chambers, *et al.*, 2014). For example, shrub or weed encroachment into lek areas could change the character of those leks and make mating less successful or reduce lek attendance (Johnston, *et al.*, 2011). Current research into the relationship between habitat disturbance (*e.g.*, dewatering) and resilience or ability to recover suitable GSG habitat in sagebrush ecosystems confirms that there is some threshold of shrub and perennial grass cover loss that, if exceeded, will greatly enhance the competitive advantage of weeds, and significantly increase the frequency of wildfire that is fatal to recovering sagebrush (Chambers, *et al.*, 2014). LADWP must study and disclose how the perpetuation of disturbance due to lost ecosystem resilience will be minimized, and how many years or decades will be needed for the system to recover habitat values that affect GSG reproductive success. Also important will be an analysis of lek habitat changes: shrub or weed encroachment into lek areas could change the character of those leks and make mating less successful or reduce lek attendance (Johnson *et al.*, 2011).

The importance of the South Mono PMU to the viability and survival of the entire Bi-State population must be emphasized. The South Mono PMU is considered part of the “core population” that is relied upon for the sustainability of the species; it constitutes about 33% of the overall Bi-State population and has decreased by about 60% over the past approximately five years.

The 2013 USFWS decision not to list the Bi-State DPS specifically cites the LADWP HCP as providing the necessary protection for the South Mono PMU. The HCP has not been approved, however, and the large-scale water management changes now proposed by LADWP call into question the adequacy of the draft HCP to meet that purpose (*i.e.*, to protect the South Mono PMU), particularly in light of USFWS plans to reevaluate the listing decision. This project’s impacts will be considered as the USFWS again decides whether the DPS warrants federal protection under ESA. LADWP must disclose the degree to which a substantial and critical institutional support is being removed, and the effects that this impact will have upon the viability of the South Mono PMU, and the DPS.

Mono County, as an active partner in Local Area Working Group (LAWG) formed to improve DPS viability, notes that strong institutional support was cited in USFWS’ April 2015 decision not to list, and that the South Mono PMU was thought to have a relatively stable or improving habitat availability. The project area sub-population is

considered an important genetic reservoir for the DPS that is large enough and dispersed enough to remain relatively safe from stochastic extirpation, assuming current conditions are maintained.

Mono County believes that the potential for a full turn-about in the listing decision warrants review in the environmental analysis for the Project, specifically regarding the far-ranging and varied impacts that will be created. Mono County's concern is that up to 82% of Mono County's developable lands could become encumbered if the Bi-State DPS GSG and its critical habitat are listed under the ESA, as originally proposed by USFWS (USFWS, 2013). LADWP should include in its analysis an alternative that would not jeopardize the non-listed status of Bi-State GSG, such as maintaining the current irrigation distribution pattern and timing that was considered beneficial and supported by USFWS and continuing to improve grouse habitat throughout its leases by acting as a meaningful participant in the implementation of the 2012 Bi-State Action Plan. The Local Area Working Group, Technical Advisory Committee, and Executive Oversight Committee are willing to collaborate with LADWP on such an alternative. In fact, on Sept. 20, 2018, the Director of CDFW (Charlton Bonham) and the USFWS Regional Director of the Pacific Southwest Region (Paul Souza) hosted a meeting with LADWP, at which Mono County was present, and offered to collaborate on water management practices to meet LADWP's needs and protect GSG habitat. As of Oct. 8, 2018, no response has been received from LADWP.

The public's perception of the Project should include the fiduciary responsibility being exercised by LADWP, in balance with the economic impact that potentially will befall private property owners affected by a reversal in legal status of the Bi-State DPS.

### **c. Hydrology and Water Quality**

The DEIR must demonstrate through scientific analysis and quantification how the proposed changes in irrigation practices will impact project area and downslope surface, near-surface and groundwater hydrology. A calibrated water balance model would provide the spatially-explicit predictive capability needed to verify that LADWP spreading will ensure that the sage grouse would not be affected by the Project. It will also be useful for demonstrating that facility operations that are planned for the stated purpose of aqueduct maintenance will not destroy or otherwise hamper the use of facility-dependent habitats by plants and wildlife within the project area.

Studies of impacts to hydrology from dewatering and potential outcomes of alternative water spreading timing and duration schemes, such as may be accomplished with development of a hydrological model, should at a minimum include quantification of the following: (1) direct diversion out of streams, (2) runoff generation from precipitation, (3) soil hydrology and infiltration, (4) subsurface flow and groundwater recharge, (5) evapotranspiration, (6) return flow to supply ditches, (7) other artificial channels, (8) discharges, (9) natural stream channels, and (10) seepage into receiving waters such as Crowley Lake. These hydrological effects should be studied on a spatially-explicit basis given the great variability in natural conditions and irrigation application over the project area. Water balances at varying scales, such as soil-column, hillslope, pasture, ditch-system, sub-watershed, and watershed, will be useful in examining impacts from various irrigation scenarios. A solid basis needs to be established for quantifying how much of the applied water infiltrates, runs off the surface, is lost to evapotranspiration, percolates to shallow or deep groundwater, and/or ultimately reappears downstream under different amounts of precipitation and irrigation. The DEIR should analyze how reduced irrigation and loss of filtration function may influence the net water storage capacity of the soils and channels in the project area and where the shallow groundwater is released, whether to Crowley Lake reservoir or to the lower portions of Convict and McGee Creeks.

Historically, an annual average of five acre-feet of water has been applied to the irrigated parts of the ranch leases (Platts, 1990; LADWP, 1992 and 1994). An average of 20,000 acre-feet of water has been diverted for irrigation of LADWP lands within Long Valley, but some of this amount flows back into streams or re-surfaces in Crowley Lake.



A variety of estimates of evapotranspiration loss have been made in the Long Valley area, ranging from 20% to 60%, which is not precise enough to support the level of analysis needed for this project. The County knows of only one reliable study of evapotranspiration in the meadowlands of Owens Valley (Groeneveld, 1986), which found that evaporative loss was higher in wetland conditions than in open water. Clearly, a more dependable understanding of evapotranspiration in the project area will play a critical role in correctly determining the amount of water available for habitat maintenance and support of special status species. Mono County strongly recommends that LADWP obtain expert assistance for this analysis, drawing on the resources of a firm with state-of-the-art modelling capability.

Model outputs that would be important for impacts analysis in the DEIR include the potential impacts of different irrigation scenarios on recharge; seasonal shallow groundwater availability for wetlands-dependent plants; and sediment discharge, sedimentation, and channel erosion. Erosion and sediment delivery should be addressed with regard to the project area's varying soil properties, vegetation types and densities, micro-topography, and proposed management of ditch system flow regimes and grazing intensity. LADWP should present in the DEIR copies of the Statements of Diversion and Use that have been filed with the State Water Resources Control Board, and indicate how those amounts have been distributed over the irrigation season, as a part of the baseline for comparison with project alternative outcomes. How have the amounts varied in time and in space, and how are they projected to change under the Project? The DEIR should indicate which portions of the study area will still receive historic amounts of irrigation input simply because of their spatial location in the irrigation system, as well as areas that are likely to receive very little or no irrigation water in the future. Along the natural stream channels, where would diversions at different times of the year be increased or decreased under different irrigation scenarios? With regard to habitat maintenance predictions in particular, where would late-summer and autumn baseflow change and by how much? The DEIR must provide specific details including (1) spatially-explicit mapping of areas where water deliveries will be decreased; (2) the volume of the water delivery reductions; (3) the timing of the water delivery reductions, considered under different water year types and/or hydrologic conditions (e.g., 20%, 40%, 60%, 80%, 100%, 120%, 140+% of long-term average streamflow); and (4) by how much the instream flows below ditches are reduced by differing levels of irrigation diversions.

Hydrological model development in preparation of the DEIR should also provide a basis for development of a project-wide hydrologic monitoring program to be implemented for the lifetime of the facility operations. The goal of such monitoring would be to ensure that facility operations are in fact sufficient to maintain habitat for special status species and that operations to maintain the aqueduct are in fact not destroying or impairing use of those habitats, and collect data that would be useful in designing effective remediations for problems detected during monitoring. All relevant impacts identified in the DEIR should be addressed through monitoring and reporting to Mono County, Responsible Agencies, and other interested agencies, stakeholders, and parties. For example, the water quality above points of diversion and at return points to the receiving stream or lake should be routinely monitored to determine if the Project is causing new discharges, eutrophication, or other changes to constituent load types and amounts. Monitoring program data should also inform the draft Habitat Conservation Plan for the project area, and be combined with monitoring of GSG habitat quality and extent. The perceived need for development and initial implementation of the monitoring program during DEIR preparation is made unavoidable by the fact that LADWP has, as of May 2018, already implemented a significant amount of the dewatering portion of the proposed project. Monitoring will again become crucial to evaluating project performance pursuant to conservation when the facility is operated in future years of well-above-average streamflow, such as occurred in water-year 2017. Flood irrigation of pasture lands during later winter or early spring runoff, especially during flood flows, may allow attenuation of destructively erosive flows as they pass through project conveyances and habitats. This water can with proper management infiltrate to shallow groundwater flows for storage and later release into lower stream areas. After operating on a reduced-flow basis, and enduring newly intensified concentration of livestock use at the remaining wet areas, will the ditch system be

in sufficient condition to convey high flows without physical damage and erosion? Will the wetlands be able to provide filtration and water storage capacity functions?

#### **d. Air Quality and Fire Hazard Risk**

The proposed actions may result in long-term vegetation type conversion to plant growth characterized by shallow-rooted non-native annual grasses and forbs that are particularly vulnerable to erosion and fire. Over time, the transition would have potential to create adverse air quality and fire hazard conditions in and near the project area. The DEIR analysis must consider the potential for wind-borne fugitive dust generation from soils that receive less irrigation water under the proposed project. Reduced irrigation will quickly lead to change in vegetation type and cover in formerly irrigated areas, exposing more of the land's surface area to drying and to the lofting effects of the area's seasonally strong winds. The DEIR should locate and estimate the severity of such changes throughout the project area in order to forecast the amount of topsoil loss, habitat degradation, fugitive dust emissions, and visibility that will be lost in the scenic corridor area and the treasured Long Valley viewscape. As an operational facility of the Los Angeles Aqueduct, fugitive dust emissions as defined in the Great Basin Unified Air Pollution Control District's 401 Fugitive Dust Rule may be subject to District permitting requirements, and their pre-project air quality data for Long Valley should be provided in the DEIR to assess potentially significant impacts to ambient air quality in the project area and throughout the Owens Valley. The public perception that LADWP is proposing to operate another pollutive facility of the aqueduct – similar to the situation at Owens Lake – should be taken seriously and should be fully addressed prior to approval of this project.

The dewatered wetland acres created by the project will likely not transform into a stable, vegetated uplands landscape without either 1) massive revegetation input, weed control, and ongoing husbandry including livestock exclusion, or 2) patience over significant time periods. It has been the experience of Mono County that dewatered wetlands habitats do not transform into a stable native uplands vegetation stands overnight, or even within decades in some situations. A potential worst case but unfortunately likely outcome, as the protective wetland vegetation rapidly desiccates and dies, is type conversion to non-native annual grassland or forbs. Self-sustaining, invasive stands dominated by cheatgrass, tumble mustard, and other weeds would delay native shrublands recovery and increase local fire risk (Pilliod et al., 2017). Another potential worst case is that topsoil loss through fugitive windblown emissions will, in the long term, prevent the hoped-for development of protective shrub cover. Barren lands that create fugitive emissions would be a hard outcome to accept where historically there have been verdant, productive and beautiful meadows and wetlands that helped to make Mono County's Scenic Corridor scenic. Yet this outcome has familiar elements, and LADWP should consider all the factors that were important in deciding the fate of other proposed and historic dewatering projects in the project area and throughout the Owens Valley.

At a minimum, air quality monitoring and reporting, with clearly stated triggers for identified and proven remediative actions to be taken when emissions are detected, should be offered as mitigation for the all too likely loss of protective plant cover that this project will cause for an unknown number of years. Monitored receptors should at a minimum include all occupied areas of incorporated towns within the affected air basin, as well as receptors passing nearby on U.S. Highway 395 that may include persons with respiratory conditions such as asthma. Anecdotal observations of blowing dust from some of the lease areas during the 2012-2016 drought suggest that drier conditions may lead to greater dust generation in a short period. The locations where fine-textured soils of the project area are most subject to wind erosion and thus most likely to generate fugitive dust must be disclosed.

LADWP should develop a comprehensive plan to avoid this conversion (with weed control, vegetation stabilization/protection, native uplands vegetation cover to mitigate for the negative air quality changes, verdant

native plant cover, and fire management) and speed/extent of spread), or LADWP should be prepared to offset the economic costs of maintaining public health and welfare in the areas that the project will affect. Lightning strikes that could ignite dry vegetation are frequent during the middle and late summer in this part of Mono County. The affected citizens in this case should be provided with housing retrofits to maintain air quality in their homes on days when the project is creating PM<sub>2.5</sub> and PM<sub>10</sub> at unacceptable levels, and with appropriate equipment and facilities to prevent property damage and loss of life due to wildfires that are either originated within or transmitted across the created early successional and weedy, formerly irrigated lands towards non-LADWP property.

Some of these locations should be assumed as fated for undesirable type conversion to fire-prone non-native vegetation. Cheatgrass, tumble mustard, and other non-native weeds have quickly invaded and become dominant at revegetated non-wetlands habitats along the entire U.S. Highway 395 corridor through Mono County, including the towns nearest the project area (Mono County, 2015). The most dangerous weeds that should be analyzed in the DEIR are annuals that each year produce new standing crops, species that senesce and become especially fire-prone during spring and summer months. Within the first year following loss of native plant cover, these invaders can produce impressive supplies of dry biomass in dense, continuous stands that are thereafter self-sustaining and difficult to control. Lightning strikes that could ignite dry vegetation are common during the middle and late summer in this part of Mono County. Wildfire ignition probability, sustained transmission of the fire front across the landscape, and the speed of transmission could all be negatively impacted as a result of the project, and the resultant increased risk of injury and property damage due to wildfire should be disclosed.

#### **e. Aesthetic Values**

U.S. Highway 395 is designated as a State Scenic Highway, and a study was completed to be designated as a National Scenic Byway. Both designations signify that lands visible from the highway (i.e., the scenic corridor) are comprised primarily of scenic and natural features. Mono County has adopted ordinances, policies, and general plan standards to preserve the scenic quality of this corridor.

The U.S. Highway 395 Scenic Highway designation is an important representation of the County's scenic values, and a significant contributor to tourism in Mono County. A 2009 Visitor Profile Study conducted for the County's Economic Development Department (Mono County, 2009) estimated total direct and indirect tourism spending of \$517.4 million in Mono County during 2008. The Study also documented that hiking, fishing and photography are the top three most popular outdoor activities listed by visitors to Mono County. The protection of scenic resources is a central component of the Mono County General Plan, and interest in minimizing impacts to these resources is very high.

The proposed Project has potential to jeopardize the designation of U.S. Highway 395 as a State Scenic Highway. Noting that "*the most critical element of the scenic highway program is implementation and enforcement of the Corridor Protection Program,*" Caltrans conducts scenic highway compliance reviews every five years. The designation can be revoked if Caltrans determines that the scenic quality of the corridor no longer complies with applicable scenic standards or with the Corridor Protection Program.

The U.S. Department of Transportation uses the National Scenic Byway designation to recognize highways that possess one or more of six "intrinsic qualities": archeological, cultural, historic, natural, recreational, and scenic. The proposed project has potential to impact U.S. Highway 395 with respect to at least three of these intrinsic values: natural, recreational and scenic. The National Scenic Byway designation does not involve regulatory enforcement. However, the County has acted to protect both designations, and the resources they represent, through adoption of the Scenic Combining District (Mono County General Plan Land Use Element, Chapter 8). Subsection 08.040 of this Chapter establishes the following standards for new development (outside of

communities) that would be visible from State Scenic Highway 395, and no new development is permitted by the County unless it complies with these standards:

- A. The natural topography of a site shall be maintained to the fullest extent possible. Earthwork, grading and vegetative removals shall be minimized. Existing access roads shall be utilized whenever possible. Existing trees and native ground cover should be protected. All site disturbances shall be revegetated and maintained with plants that blend with the surrounding natural environment, preferably local native plants.
- B. New structures shall be situated on the property where, to the extent feasible, they will be least visible from the state scenic highway. Structures shall be clustered when possible, leaving remaining areas in a natural state, or landscaped to be compatible with the scenic quality of the area.
- C. To the extent feasible new subdivisions shall not create parcels with ridgeline building pad locations.
- D. Roofs visible from State Scenic Highway 395 shall be a dull finish and in dark muted colors.
- E. Vertical surfaces of structures should not contrast and shall blend with the natural surroundings. Dark or neutral colors found in immediate surroundings are strongly encouraged for vertical surfaces and structures.
- F. Light sources in exterior fixtures shall be shielded, down-directed and not visible from State Scenic Highway 395.
- G. Fencing and screening shall not contrast in color, shape and materials with the natural surroundings. The use of landscaping to screen utility areas and trash containers is strongly recommended.
- H. Signs shall be compatible with the natural surroundings in color and shape. They shall be small in scale. No sign shall be placed or constructed in such a manner that it silhouettes against the sky above the ridgeline or blocks a scenic viewshed. The number, type, size, height and design of on-site signs shall be strictly regulated according to the County sign regulations.

The limited project location information provided by LADWP indicates that most if not all of the proposed project areas are located along the US395 Scenic Corridor/Scenic Byway. The DEIR's Visual Resource Analysis must carefully analyze and disclose the potential visual changes that may result with project implementation, and the degree to which the changes may conflict with the National Scenic Byway study and/or jeopardize the State Scenic Highway designation of U.S. Highway 395 in Mono County. The assessment of impacts on the Scenic Byway can be completed with reference to the Corridor Management Plan prepared by Mono County to protect scenic byway resources: [https://monocounty.ca.gov/sites/default/files/fileattachments/planning\\_division/page/5652/corridor\\_management\\_plan\\_final\\_draft.pdf](https://monocounty.ca.gov/sites/default/files/fileattachments/planning_division/page/5652/corridor_management_plan_final_draft.pdf).

The assessment of potential impacts to the State Scenic Highway designation will require LADWP to contact Caltrans to identify the parameters used in Caltrans' compliance review process, and to apply those criteria in the analysis of visual resource impacts. The assessment should describe aesthetic elements in terms of the pre-project baseline outlined in Comment Letter §III, and must also account for direct and cumulative impacts to the resources (including wetlands, air quality and protected species) that support the scenic designation. Results of the assessment must be used to identify alternatives and/or mitigation measures that will reduce potential impacts on scenic resources to less than significant levels and ensure that US 395 State Scenic Highway designation is not compromised or revoked.

#### **f. Agriculture**

Long Valley has been used for livestock grazing since the late 1850s (Platts, 1990), and pasture irrigation in Long Valley has been extensive since at least the early 1900s (Smeltzer & Kondolf, 1999). The expected change in

quantity and quality of forage from decreased irrigation will alter ranching operations. The DEIR will need to describe likely changes in irrigation practices, and analyze the direct and cumulative impacts of such changes. Further, change in irrigation practice will alter or invalidate LADWP grazing management plans that are part of the Owens Valley Land Management Plans and covered by the Inyo County/Los Angeles Long Term Water Agreement. These impacts must also be analyzed in the DEIR.

The 2017 Mono County Crop and Livestock Statistics prepared by the Inyo-Mono County Agricultural Commissioner's Office specifically list 'Pasture, Irrigated' and 'Pasture, Rangeland' as Field Crops. The 'Pasture, Irrigated' in Mono County encompasses approximately 26,000 acres with a gross value of \$1,820,000. Average gross values of 'Pasture, Irrigated' is \$70 per acre, and for 'Pasture, Rangeland' the average gross value is \$1.36 per acre. Converting irrigated pasture to rangeland pasture reduces the livestock grazing value, livestock forage quality, and carrying capacity substantially, which requires evaluation on both a lease-by-lease basis and cumulatively for all leases in the DEIR. Overall, the assessment must include a comprehensive regional discussion of Mono County rangeland resources and livestock production on irrigated rangeland, including the economic benefits and the multiplier effect of livestock grazing to Mono County.

As previously noted in §III (Environmental Setting), the baseline discussion must describe rangeland conditions prior to the recent reduction in project area irrigation, which has created drier rangeland conditions. Copies of the proposed leases as well as the existing expired leases must be provided in the DEIR, and contrasted in terms of season of use, irrigation water availability, stocking rates, duration of leases, lease value, infrastructure maintenance requirements, etc. For each lease, the DEIR should describe rangeland operations and their historic dependency on irrigation water, accompanied by detailed maps. Historic allocations of irrigation water on an annual basis must be provided. The longstanding ranching lifestyle of the Eastern Sierra region should be described, and potential long-term and cumulative effects associated with the loss of this culture must be evaluated. This assessment must consider how the proposed project may impact long-term uses of project area lands in terms of future land uses, particularly the viability of the adopted Mono County General Plan land use designations.

The current leaseholders spend considerable time "on the ground" for irrigation and herd management. Their observations regarding the interface between livestock and sage grouse should be reported in the DEIR, and considered in the impact assessment and mitigation plan. The DEIR should clearly describe existing lessee practices and improvements that are beneficial to sage grouse, including but not limited to 'lay-down' fencing, reflector fencing, cheat grass control, invasive plant control, fire fuel load reduction, irrigation water distribution, stream corridor fencing, seasonal grazing, stocking rate management, stubble height management and livestock rotation. Leaseholders have noted that sage grouse and livestock are commonly seen together on the irrigated pastures and sage grouse tend to follow the livestock in the irrigated pasture rotations. Livestock maintain a vegetation mosaic that is favorable to sage grouse movement and livestock manure provides for foraging insects that in turn provide forage for young sage grouse. Leaseholders report that sage grouse are rarely observed on the non-irrigated rangeland areas. With reduced irrigation supply, livestock will tend to seek out the green feed areas along ditches, seeps, and irrigated sage grouse habitat areas. This changed pattern will make livestock management significantly more difficult, and generate new and potentially significant impacts in these wet habitat areas.

The impact assessment must consider how the operational viability of each leaseholder may be impacted as a result of proposed lease modifications. Many of the leaseholders have cow/calf operations, which would be impacted by a loss of forage but also by an elimination of high quality "green" forage that is essential to achieving weight gain for calves during the summer months. Leaseholders estimate that the project may reduce carrying capacity by 50-70%, which would be considered a significant operational impact to livestock grazing.

Measures for livestock grazing management and monitoring should be included in the mitigation plan. The plan should describe best management practices that are proposed to offset the reduction in irrigation water, as well as proposed livestock grazing operations, and existing and proposed grazing infrastructure such as off-ditch water sources, stream corridor fencing, corral water sources, grazing seasonality, stocking rates, grazing residue performance standards, vegetation changes that could be detrimental to sage grouse, and revised livestock rotation requirements. The monitoring plan should include photo points, forage composition changes, vegetation changes, sage grouse suitable habitat changes, and adherence to agreed-upon performance standards. Monitoring results can be used to make future adjustments as needed for the protection of sage grouse, grazing, and other resources.

The rangeland management practices implemented by LADWP in the mid-1990s are integral to the Owens River recovery efforts, and to the 2010 Owens Valley Land Management Plan, which lays out specific timeframes for ranching leases throughout the region. The terms of this plan require that livestock be moved out of the Owens River corridor from May 1 to October 1, mainly due to concerns over Willow Flycatcher. This is the timeframe when livestock have normally been relocated to Mono County. As a result, the Project has potential to significantly impact stocking rates in Inyo County as well as Mono County. The stocking rates in Mono County may be a limiting factor if the available post-project animal unit months ('AUM') are not sufficient to accommodate the calves (which are typically born in Inyo County during winter) since the calves would be too young to sell at market. The concentration of livestock in Inyo County may significantly increase, particularly in the early season, to provide sufficient forage for calves.

LADWP has promoted river recovery through grazing management practices, such as fencing and "rest-rotation," throughout the Long Valley streams and meadows. River recovery efforts would potentially be impaired if these practices are no longer feasible, potentially impacting instream conditions and other habitat values. The DEIR should clearly describe the goals of grazing management in terms of conservation of biological resources, and analyze stock rotation alternatives that would minimize the impacts to wetlands and aquatic resources. The EIR should also address the potential for similar impacts in Inyo County, including the effects of potential increases in the concentration of livestock, because much of the current annual pattern of rotation includes lands in Inyo County. The DEIR should describe the monitoring program for detecting impacts during project operations, and the criteria that will be used to judge management success.

CEQA Appendix G states, *"In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment (LESA) Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland."* The LESA model provides a numerical rating of the importance of agricultural land resources based on specific measurable features that include soil resource quality, site characteristics, water availability, surrounding agricultural lands, and surrounding protected resource lands. Results provide a sound basis for assessing the significance of potential project impacts associated with agricultural land modifications. Mono County requests that the DEIR's assessment of impacts to agricultural resources be conducted according to the LESA Model. Additionally, Mono County requests that LADWP retain the services of an independent third-party consultant, with California Certified Rangeland Manager credentials, to conduct this model assessment and impact analysis. Use of the LESA Model and a qualified agricultural consultant is warranted by the magnitude and range of potential project impacts to Mono County agriculture.

## **g. Recreation**

All the streams draining into Crowley Lake support brown and rainbow trout. These streams represent a valued recreational fishery that is also important to the County's economy. According to a 2009 Visitor Profile study conducted for the Mono County Economic Development Department, fishing is second only to hiking as the most popular outdoor activities for tourists. A full evaluation is required to determine how the proposed project might impact recreational fisheries in Mammoth Creek, Hot Creek, Convict Creek, McGee Creek, Whisky Creek, Hilton Creek, Upper Owens River, Crooked Creek and Crowley Lake, and how and where these changes might impact tourism in Mono County during the peak fishing season. Alternatives and mitigation measures must be set forth in the DEIR to reduce potential impacts to less than significant levels.

#### **h. Cultural Resources**

Prior to the passage of AB52 in 2014, it was permissible for environmental documents to analyze the impacts of irrigation withdrawal on archaeological sites in general terms; analyses often acknowledged that less water could mean less vegetation, which would likely cause more site visibility, leading to more looting. More directly, less vegetation could lead to more erosion, leading to site degradation.

AB 52 established that project impacts on tribal cultural resources must also be considered. The forthcoming DEIR must identify tribal cultural resources, and to analyze Long Valley as a cultural landscape and potential traditional cultural property. Since tribes in the Owens Valley consider water itself to be a cultural resource, the DEIR will be required to address how the proposed irrigation water reductions would affect the landscape and traditional cultural property of the many tribes in this region. Several tribes may want to be involved in the consultation process, since Long Valley is an area with traditions that are strongly tied to tribes from Owens Valley, the Benton area, Mono Lake, the Western Shoshone, and the eastern and western slopes of the Sierra Nevada. Since considerable time and effort may be needed to identify historic and cultural properties, and develop effective mitigation, the County recommends that LADWP initiate the consultation process as early as possible in the CEQA review.

### **V. ALTERNATIVES**

#### **a. No-Project Alternatives**

**Lease Termination Alternative:** There is a real possibility that the ranchers may not accept the proposed new leases. As discussed in §V(a)(2) above (regarding Greater Sage Grouse), a similar series of events occurred in Parker Meadows during the 1990s, when grazing and the spreading of lease waters was terminated except for a sage grouse allowance. Over the ensuing decades, the Parker Meadows GSG sub-population declined; in 2017, USFWS and CDFW and LADWP collaborated on the translocation of birds to Parker Meadows in an attempt to save that subpopulation through increased genetic variability and egg viability. LADWP's activities in Parker Meadows underscore the need to carefully model conditions in the project area for the No Lease/No-Project Alternative. The forthcoming EIR should provide a detailed update on the success of efforts to reestablish this population. Modeling will enable LADWP decision makers, agencies, stakeholders and the public to analyze habitat changes under various GSG maintenance water spreading scenarios, and identify the practices that would facilitate GSG viability over the long-term No-Project condition.

**Irrigation Water Conservation Alternative.** A second No-Project alternative would be to identify LADWP's specific goals for increased water exports from the Eastern Sierra to the LAA, and analyze whether strengthened water conservation and best management practices might substantially achieve LADWP's goals without otherwise terminating or modifying the ranch lease terms, including but not limited to the elimination of irrigation water. If feasible, this alternative may avoid the potentially significant impacts and eventual mitigation commitments associated with the Project as now proposed by LADWP.

**No Action Alternative.** Under a third No-Project alternative, the existing expired leases would be renewed (or lessees remain as holdover tenants) with no change of terms, irrigation spreading practices would remain intact, and rancher-agency cooperation regarding sage grouse habitat management would continue. This path would enable LADWP to avoid the time-consuming and costly modeling and studies that are required by the project as currently proposed. If coupled with increased engagement with the Bi-State working groups, and with updated best management water conservation practices, this alternative could also enable LADWP to substantially achieve the land management objectives as stated in the Scoping Meeting handout.

**Desalination and Other Water Supply Alternatives.** Mono County strongly suggests that LADWP also analyze a fourth No Project Alternative that would entail the accelerated implementation of other water supply projects identified in the LADWP Urban Water Management Plan (UWMP). The UWMP specifically identifies seawater desalination as one of several water supply augmentation options, along with water transfers, water banking, brackish groundwater recovery, and stormwater capture and reuse, that may ensure *“the City’s future water supply reliability, sustainability, and cost-effectiveness...Future water resource challenges, which include increased demand that must be met without increasing imported supply, warrant thoughtful consideration of these and other feasible water supply resources,”*

Later noting concerns over the cost and environmental impacts associated with desalination, the UWMP states that *“LADWP is primarily focused on enhancing local supplies including recycling and conservation. While desalination may be further explored in the future, it currently represents only a potential supply alternative.”* As described throughout the County’s NOP comment letter, the proposed Ranch Lease Renewal Project should also raise serious concerns, within the City of Los Angeles, regarding potential environmental impacts and long-term remediation costs. Mono County urges LADWP to consider its water supply options as potential alternatives to the project as proposed, or as potential augmentations to the project that can substantially achieve the City’s water export objectives without significantly compromising essential resources in Mono County.

The forthcoming DEIR should offer a thorough assessment of all of the above ‘No-Project’ alternatives, with special emphasis on ways to avoid the potentially significant and adverse impacts identified in the project analyses.

**b. Comprehensive Rangeland and Wildlife Management Plan Alternative**

Project objectives play an essential role in the identification of feasible alternatives. The NOP describes LADWP objectives broadly: “to spread water deliveries to lands covered by the leases for operational purposes only, as determined by LADWP, at its sole discretion”...“due to enhancement/mitigation requirements and reductions in water deliveries that have greatly reduced the occurrences of surplus water in the Los Angeles Aqueduct.” From the 2016 UWMP, the County understands these enhancement and mitigation requirements to include wildlife and recreational uses, water releases in the Mono Basin, Owens Lake Dust Mitigation, and the Lower Owens River Project as well as miscellaneous additional enhancement and mitigation activities imposed on LADWP by court judgments and litigation settlements. The UWMP indicates that these commitments collectively represent 182,000 acre-feet of water (AFY) each year – a volume that far exceeds LAA deliveries during many drought years. It is unclear whether this amount accounts for the approximately 43,000 AF in additional export from the Eastern Sierra which LADWP was able to achieve through its 2014 stipulated agreement with the Great Basin Unified Air Pollution Control District.

The “reductions in water deliveries” should be explained and quantified. According to an article in The Sheet News (July 28, 2018, page 8), LADWP has seen a significant decrease in runoff since the 1980s. Although the County acknowledges a serious and likely risk of seasonally decreased streamflow in the future (during the



snowmelt-runoff season) resulting from more precipitation falling as rain and less as snow, and therefore flowing at higher volumes over shorter periods, the County is unaware of any evidence of a “significant decrease in runoff since the 1980s” in local streams. In fact, a simple comparison of first-half versus second-half of the Convict Creek discharge record shows an increase over time: average annual volume was increased from 17,600 AFY (1926-1969) to 19,200 AFY (1970-2013). In addition, there is not agreement among models regarding whether climate change will result in higher precipitation or lower precipitation in the future, only agreement that precipitation will be more extreme between drought conditions and atmospheric river storms (Reich et al. 2018). The forthcoming DEIR should provide more sophisticated analyses based on a full disclosure of LADWP’s comprehensive water data from all streams in the project area with a full period of record (additional years of drought and 2017).

The NOP did not include a statement of project objectives. However, the description of project objectives provided at the Scoping Meeting included: (a) ensuring the continuation of cost-effective aqueduct operation and hydroelectric power generation; (b) managing LADWP-owned lands in Mono County in a manner consistent with the Mayor’s Executive Directive No. 5, the Sustainable City pLAN, and the City Charter; and (c) restoring natural hydrology to Mono County streams. In turn, Directive No. 5 calls for reduced per capita water use (with a 25% reduction by 2035), a 50% reduction in imported water purchases, and an integrated strategy for enhanced local water supplies and water security accounting for climate change and seismic vulnerability.

Though broad, these statements point clearly to LADWP’s goal of increasing water deliveries to the LAA in the future. As noted above, Mono County believes that the Project as now proposed has the very real potential to result in further *reduced* water deliveries to the LAA if LADWP is required to implement new enhancement and mitigation requirements due to the impacts of this project.

LADWP’s most recent UWMP was prepared in 2015, and the forthcoming update will be due in less than two years. Also in 2015, LADWP prepared and submitted to USFWS a Draft *Habitat Conservation Plan* for Mono and Inyo Counties. Stated goals of that plan are to protect habitat while allowing LADWP to continue its ongoing water activities and continuing with other land uses that include habitat enhancement, livestock grazing, agriculture, recreation, fire and weed management, and road maintenance and closures. Mono County requests that the forthcoming DEIR consider an alternative for the development of a ‘Comprehensive Rangeland and Wildlife Management Plan/Environmentally Preferred Alternative’ for the full 28,000-acre LADWP ranch leasehold area in Mono County.

The analysis should examine how the forthcoming *2020 Urban Water Management Plan*, in combination with a completed *Habitat Conservation Plan*, can yield an overall rangeland and environmental management plan that optimizes the role of the LAA in meeting operational goals, addresses the potential incidental take of listed species, and avoids the listing of new species within the context of newly established ranch leases that better conserve water while maintaining historic uses and avoiding the potentially significant adverse effects and future mitigation obligations that may result from the Project as proposed. Ideally this alternative would analyze a range of irrigation-reduction scenarios with the intent to identify the largest irrigation water reduction that can be accomplished without significant adverse direct or cumulative impacts to wetlands and GSG habitat, livestock grazing operations, and other resource identified and discussed herein.

Part of this assessment would entail examination of the trade-offs between forage production, water savings opportunities, and habitat quality, as well as the ways in which these trade-offs can be optimized to serve project objectives. The assessment would also take account of potential benefits associated with reduced livestock grazing, particularly with respect to instream flow conditions, nutrient loading, and maintenance of habitat during times of extended drought. The assessment should consider the 43,000 AF of water that was freed for LADWP use following approval of the Stipulated Judgement ruling in favor of the Great Basin Unified Air Pollution Control

District requiring LADWP to control dust emissions to 48.6 square miles of the dried Owens Lake bed that resulted from LADWP water diversions from the Owens Valley. That Judgment specifically acknowledged the need to “balance the requirements to control dust emissions and conserve water with the requirements to minimize impacts to cultural and biological resources.” (City of *Los Angeles v. California Air Resources Board*, et al., *Case No. 34-2013-80001451-CU-WM-GDS*, 2016). Development of a ‘Comprehensive Rangeland and Wildlife Management Plan/Environmentally Preferred Alternative for the full 28,000-acre LADWP ranch leasehold area in Mono County would benefit the City and other stakeholders by integrating these connected issues into a single planning document.

To succeed, the DEIR will need to analyze the potential for substantial operational changes to grazing management as a stand-alone alternative for each lease area, with a cumulative assessment that considers all lease areas combined. At a minimum, the analysis would need to consider the following lease-by-lease and cumulative effects:

- Evaluate the new LADWP lease conditions (which must be specified in site-specific detail as to reductions in irrigation water amounts, timing of availability, etc.) pertaining to grazing management requirements in the leases including the effects of herd size reduction, timing of grazing, duration of leases, impacts to stocking rates in Inyo County and associated environmental consequences, and cost of the leases.
- Although CEQA does not treat economic effects as significant effects on the environment, it does require that an EIR explain the relationship between economic impacts and physical changes in the environment that may result from a project. In this context, the alternative should offer an economic evaluation of the countywide and lease-by-lease reductions in livestock revenues and values including any economic multiplier effects, in order to understand how those changes may impact the physical environment. Much of this information is available through the Inyo-Mono County Agricultural Commissioner’s Office.
- Include in the DEIR an evaluation of impacts and mitigation measures for livestock distribution effects on remaining water distribution ditches and remaining sub-irrigated areas that may be subject to increased livestock grazing impacts even with herd size reduction. Forage composition changes over time should be addressed with regard to livestock utilization and forage value, water quality, sage grouse impacts, erosion/siltation, and dust generation that can occur with cheat grass and rabbit brush encroachment as well as other potentially invasive plants that may encroach upon the previously irrigated areas.
- Prepare lease-specific best management practice scenarios that will include performance standards for grazing management, livestock water development, fencing, and rotational grazing requirements. Off-ditch livestock water development may include wells, tanks, troughs, and pipeline locations to aid in improving livestock distribution.
- Address the feasibility of modifying irrigation methods including sprinkler and pivot irrigation along with a cost and water saving benefit analysis. Address the feasibility of using Laurel Pond for irrigation water.
- Address the use of supplements and salt as tools to aid in improving livestock distribution.
- Include a monitoring plan as discussed in the mitigation section of the DEIR.
- Discuss the feasibility of placing the LADWP leased grazing land into a series of conservation easements with permitted uses that would include LADWP’s right to a reasonable amount of operational water while also permitting livestock grazing and designated pasture irrigation areas. The conservation easement process can provide in perpetuity a co-existence of livestock and sage grouse habitat management.

Throughout the development and evaluation of potential project alternatives, LADWP should maintain close interface with Responsible Agencies, interested stakeholders, the public, as well as the livestock grazing leaseholders. Agencies that can provide relevant guidelines include the Natural Resources Conservation Service (NRCS), the California Department of Fish and Wildlife (CDFW), the Bureau of Land Management (BLM), the Inyo-Mono County Agricultural Commissioner's Office, the California Resources Agency, the University of California Cooperative Extension (UCCE), the United States Forest Service (USFS), the United States Fish and Wildlife Service (USFWS), and potentially the United States Geological Service (USGS). Mono County would welcome the opportunity to collaborate with LADWP in this effort.

**c. Alternatives Selection**

Mono County's understanding, based on discussions with LADWP staff, is that LADWP claims the City Charter does not support ranch leases because that use is not necessarily compatible with the goal to pursue the "highest and best use" of the land. The City may determine, on this basis, that most of the alternatives recommended by Mono County would not meet the City's project objectives. However, ranch leases and water to support the environmental, scenic and recreational values of the project area may well be the "highest and best use" of the land, especially when compared to the cost of potential mitigation measures, long-term monitoring, and irreversible environmental damage that could be caused by the proposed project. Therefore, all of the above alternatives (except for 'Lease Termination') could potentially fulfill this particular purpose of the City Charter. A determination of the "highest and best use of the land" can be made only if LADWP completes a thorough EIR that adequately and fairly evaluates the potential impacts and mitigation and monitoring costs of carrying out their proposed project.

**d. Environmentally Preferred Alternative**

For the reasons outlined above, Mono County considers the Comprehensive Rangeland and Wildlife Management Plan to be the environmentally superior alternative. However, regardless of which alternative is identified by LADWP as the 'preferred alternative,' the basis for selection should be fully and clearly documented in the forthcoming DEIR.

## **VI. PUBLIC TRUST DOCTRINE**

The DEIR should also assess the Project's impacts on the public trust resources of Crowley Lake. Traditionally, the objective of the Public Trust Doctrine was to protect the use of waterbodies for navigation, commerce, and fisheries. Over time, however, the doctrine has evolved to protect the public's right to fish, hunt, bathe, swim, boat, and recreate. Now, it also includes the preservation of trust lands in their natural state, so that they may serve as ecological units for scientific study, as open space, and as environments which provide food and habitat for birds and marine life, and which favorably affect the scenery and climate of an area. The doctrine protects and applies to navigable waterbodies and watercourses; however, California courts have extended the doctrine's applicability to include the regulation of actions and decisions directly related to non-navigable streams that result in detrimental effects to navigable waters.

The Project will result in LADWP eliminating most, if not all, irrigation water to ranch lands within Long and Little Round Valleys. As explained above, the elimination of irrigation water to these lands will adversely affect wetlands surrounding Crowley Lake. As these wetlands provide and perform certain ecological and water quality functions that interact with fisheries and waterfowl habitats at Crowley Lake, the elimination of water that supports the continued functionality of these wetlands should be analyzed and assessed in the DEIR. Similarly,

the DEIR should review any potentially significant environmental impacts to other public trust resources at Crowley Lake, including the public's right use the lake for swimming, boating, and other recreational activities as well as any adverse effects to the scenery and aesthetics of the area around Crowley Lake.

## **VII. REFERENCE MATERIALS**

Mono County recommends that the following documents be consulted by LADWP and used in preparation of the forthcoming DEIR.

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Lane, P.H., D.L. Georgeson, L.L. Anderson, R.A. McCoy, and M. Abalos, 1975. Los Angeles water rights in the Mono Basin and the impact of the department's operations on Mono Lake. Los Angeles: Department of Water and Power.

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Los Angeles Department of Water and Power, no date. Crowley Lake Tributary Stream Enhancement Program pamphlet.

Los Angeles Department of Water and Power, 1992. Convict/McGee Creeks grazing control fencing Proposal for Miller and Wood Ranch – Long Valley, Mono County, California.

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 16, 2018

**Departments: CAO**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Leslie Chapman, Tony Dublino

**SUBJECT** Employment Agreement for Public  
Works Director

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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 Tony Dublino as Public Works Director, and prescribing the compensation, appointment and conditions of said employment.

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### RECOMMENDED ACTION:

Announce the fiscal impact. Approve Resolution R18-\_\_\_\_, Approving a contract with Tony Dublino as Public Works Director for a term of three years from October 17, 2018 through November 1, 2021. Authorize the Board Chair to execute said contract on behalf of the County.

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### FISCAL IMPACT:

Announce the fiscal impact. The cost for this position for the remainder of FY 2018-2019 (November 1 to June 30th) is approximately \$ 133,499 of which \$81,600 is salary and \$51,899 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2018-2019) will be \$200,248 of which \$122,400 is annual salary; and \$77,848 is the cost of the benefits.

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**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** /

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**SEND COPIES TO:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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### ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution](#)

[Employment Agreement](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/11/2018 5:54 PM	County Administrative Office	Yes
10/11/2018 1:29 PM	County Counsel	Yes
10/11/2018 6:12 PM	Finance	Yes





## COUNTY OF MONO

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P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5413 • FAX (760) 932-5411

Dave Butters  
Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: October 16, 2018

Subject: Regarding Employment Agreement for Tony Dublino as Director of Public Works

**Recommendation:**

Approve the Employment Agreement for Tony Dublino as Public Works Director for a term of three years from November 1, 2018 through November 1, 2021.

**Background:**

Tony was hired on November 21, 2008 as an Assistant Planner in Community Development. On June 1, 2012 Tony was promoted into the position of Solid Waste Superintendent where he served until May 1, 2017 when he was promoted to Assistant County Administrative Officer. Tony also served as interim Director of Public Works during a time when Mono County was without a permanent Director. Tony is now moving into the full-time role as Director of Public Works.

**Fiscal Impact:**

Announce the fiscal impact. The cost for this position for the remainder of FY 2018-2019 (November 1 to June 30th) is approximately \$ 133,499 of which \$81,600 is salary and \$51,899 is the cost of the benefits and was included in the approved budget.

Total cost for a full fiscal year (2018-2019) will be \$200,248 of which \$122,400 is annual salary; and \$77,848 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email [dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov)





R18-\_\_

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the Employment Agreement of Tony Dublino, 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 Mr. Dublino. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote, to wit:

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

\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

## **AGREEMENT REGARDING EMPLOYMENT OF TONY DUBLINO**

This Agreement is entered into this 16th day of October, 2018, by and between Tony Dublino and the County of Mono.

### **I. RECITALS**

The County currently employs Tony Dublino as the County's Assistant County Administrative Officer and wishes to instead employ Mr. Dublino as the Director of Public Works on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Dublino wishes to accept such employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be October 17, 2018, until November 1, 2021, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Dublino in writing no later than May 1, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Dublino shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Dublino 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. Dublino as a result of the cured breach. If the 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 October 17, 2018, Mr. Dublino shall be employed by Mono County as the Director of Public Works, serving at the will and pleasure of the CAO in accordance with the terms and conditions of this Agreement. Mr. Dublino accepts such employment. The Board of Supervisors shall be deemed the "appointing authority" for all purposes with respect to Mr. Dublino's employment.

3. Effective October 17, 2018, Mr. Dublino's salary shall be \$10,200.00 per month. Prior to May 1, 2019, the CAO shall evaluate Mr. Dublino's performance, and if the CAO finds that Mr. Dublino's performance meets or exceeds expectations, then Mr. Dublino's salary shall increase to \$10,510.00 per month. Upon Mr. Dublino's first annual performance evaluation (on or about November 1, 2019), if the CAO finds that Mr. Dublino's performance meets or exceeds expectations, then Mr. Dublino's salary shall increase to \$11,025 per month. In addition, and upon recommendation by the CAO, the Board may increase Mr. Dublino'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 renegotiation with respect Mr. Dublino's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Dublino in good faith. The CAO's or County's decision whether or not to grant any additional compensation under this paragraph 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. Dublino'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. Mr. Dublino understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County.

4. Mr. Dublino 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 be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Dublino 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. Dublino was already entitled to for the 2018 calendar year under his former employment agreement).

5. To the extent deemed appropriate by the Board of Supervisors, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Dublino'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. Dublino 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 2.7% at 55 for Mr. Dublino), 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," amended most recently by Resolution R14-54 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.

7. Mr. Dublino understands and agrees that his 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. Dublino 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. Dublino'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.

8. Consistent with the "at will" nature of Mr. Dublino's employment, the Board of Supervisors may terminate Mr. Dublino's employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Dublino understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Mr. Dublino's employment.

9. In the event that such a termination without cause occurs, Mr. Dublino 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. Dublino 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. Dublino shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Dublino 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 (i.e., it does not include any other compensation, including but not limited to any temporary performance).

10. Notwithstanding the foregoing, Mr. Dublino shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline him on or about the time he or she gives the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Dublino 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. Dublino 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. Dublino 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. Dublino. It specifically supersedes the employment agreement between the parties dated May 1, 2017. Consistent with Mr. Dublino's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Dublino 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. Dublino'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. Dublino' 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. Dublino' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

14. Mr. Dublino acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Dublino 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 is executed by and between the parties this 16<sup>th</sup> day of October, 2018.

**EMPLOYEE**

**COUNTY OF MONO**

\_\_\_\_\_  
Anthony Dublino

\_\_\_\_\_  
By: Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
STACEY SIMON  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 16, 2018

**Departments: County Counsel**

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

**SUBJECT** Amendment to Employment Agreement with Jason Canger

### AGENDA DESCRIPTION:

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

Proposed resolution approving agreement and first amendment to the employment agreement of Jason Canger to change Mr. Canger's title to Deputy County Counsel III and implement corresponding salary adjustment.

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R18-\_\_\_\_, approving an amendment to the employment contract with Jason Canger as Deputy County Counsel, Authorize the Board Chair to execute said contract amendment on behalf of the County.

### FISCAL IMPACT:

The fiscal impact associated with this item for fiscal year 2018-19 is \$15,642. Of that amount, \$11,048 is salary, \$3,408 is the cost of benefits and \$1,186 is the cost of the County's contribution to PERS. These amounts were included in the FY2018-19 Phase II budget.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 (Mammoth) 760-932-5417 (Bridgeport) / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">Amendment</a>

History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/10/2018 5:52 AM	County Administrative Office	Yes
10/10/2018 10:18 AM	County Counsel	Yes
10/10/2018 8:27 AM	Finance	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputies**  
Anne M. Larsen  
Jason Canger

**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

**Paralegal**  
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: October 16, 2018

Re: Agreement and First Amendment to Employment Agreement with  
Jason Canger

**Recommended Action**

Adopt proposed resolution approving agreement and first amendment to the employment agreement of Jason Canger to change Mr. Canger's title to Deputy County Counsel III and implement corresponding salary adjustment.

**Strategic Plan Focus Area(s) Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

**Fiscal Impact**

The fiscal impact associated with this item for fiscal year 2018-19 is \$15,642. Of that amount, \$11,048 is salary, \$3,408 is the cost of benefits and \$1,186 is the cost of the County's contribution to PERS. These amounts were included in the Phase II FY2018-19 budget.

**Discussion**

Mr. Canger began work for the County as a Deputy County Counsel II in July of 2017. He came to Mono County with significant experience in the areas of environmental and water law, and a strong desire to expand his knowledge into other areas of relevance to the County. Since that time, Jason has taken on a variety of water and environmental issues of high importance to the County, including implementation of the Sustainable Groundwater Management Act, the dewatering of lands in Long Valley and Little Round Valley by the Los Angeles Department of Water and Power, representation of the Tri-Valley Groundwater Management District, Conway Ranch water issues, Walker River litigation and environmental review and more.

In addition, Mr. Canger has jumped with both feet into new areas of the law, competently and ably coming up to speed and exceeding expectations. These include (but are by no means limited to) public works contracting, recording fees, conservatorships, bail bond recovery, election law, etc.

Accordingly, it is appropriate that Mr. Canger be reclassified as a Deputy County Counsel III - as approved in the 2018-19 Phase II budget process. The County (and this office) are extremely fortunate to have his skills and experience. Employing Mr. Canger at the Deputy III level will appropriately recognize the level of work he performs.

If you have any questions on this matter prior to your meeting, please call me at 924-1704.



**RESOLUTION NO. R18-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN AMENDMENT TO THE  
EMPLOYMENT AGREEMENT WITH JASON THOMAS CANGER  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement and First Amendment to the Agreement Regarding Employment of Jason Thomas Canger, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved. The compensation, appointment, and other terms and conditions of employment set forth in the Agreement Re Employment of Jason Thomas Canger, as amended by the attached Agreement and First Amendment, are hereby prescribed and shall govern the employment of Jason Thomas Canger. The Chair of the Board of Supervisors shall execute said Agreement and First Amendment on behalf of the County.

PASSED AND ADOPTED this 16<sup>th</sup> day of October, 2018, by the following vote:

AYES :

NOES :

ABSTAIN :

ABSENT :

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

\_\_\_\_\_  
Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT REGARDING EMPLOYMENT  
OF JASON THOMAS CANGER**

This Agreement and First Amendment is entered into this 16<sup>th</sup> day of October, 2018, by and between Jason Thomas Canger and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Jason Thomas Canger.

**I. RECITALS**

- A. The County currently employs Jason Thomas Canger in accordance with an employment agreement entered into on or about June 13, 2017 (sometimes referred to herein as "the Agreement").
- B. The parties wish to amend the Agreement to effectuate a change in Mr. Canger's employment position and compensation.

**II. AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

- 1. Mr. Canger's employment position is changed to "Deputy County Counsel III" and all references in the Agreement to Mr. Canger's former job title as "Deputy County Counsel II" are hereby amended to instead read "Deputy County Counsel III."
- 2. The first paragraph of Section 3 of the Agreement is amended to read as follows: "Mr. Canger's salary shall be \$9,790.01 per month. Mr. Canger understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the "normal cost" of his retirement benefits that may be mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA).
- 3. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

**III. EXECUTION:**

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

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Jason Canger

\_\_\_\_\_  
By: Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 16, 2018

**Departments: Human Resources**

**TIME REQUIRED**    5 Minutes

**PERSONS APPEARING BEFORE THE BOARD**                      Dave Butters

**SUBJECT**                      Employment Agreement for Chief Probation Officer

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve Resolution #R18-\_\_\_\_, approving a contract with Karin Humiston as Chief Probation Officer, 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 for this position for the remainder of FY 2018-2019 (October 16th to June 30th) is approximately \$134,154 of which \$81,413 is salary and \$52,740 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2018-2019) will be \$189,393 of which \$114,936 is annual salary;and \$74,457 is the cost of the benefits.

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** 760 932-5413 / dbutters@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Staff Report_Chief Probation Officer</a>
<input type="checkbox"/> <a href="#">Resolution_Employment Agreement_Chief Probation Officer</a>
<input type="checkbox"/> <a href="#">Employment Agreement</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/11/2018 6:00 PM	County Administrative Office	Yes
10/11/2018 1:32 PM	County Counsel	Yes
10/11/2018 10:55 AM	Finance	Yes





## COUNTY OF MONO

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P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5413 • FAX (760) 932-5411

Dave Butters  
Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: October 16, 2018

Subject: Re Employment Agreement for Karin Humiston as Chief Probation Officer

**Recommendation:**

Approve the Employment Agreement for Karin Humiston as Chief Probation Officer for a term of three years from October 16, 2018 through October 15, 2021.

**Background:**

Karin Humiston was hired as Chief Probation Officer for Mono County on September 24, 2012 and has served in this capacity since that date.

**Fiscal Impact:**

Announce the fiscal impact. The cost for this position for the remainder of FY 2018-2019 (October 16th to June 30th) is approximately \$134,154 of which \$81,413 is salary and \$52,740 is the cost of the benefits and was included in the approved budget.

Total cost for a full fiscal year (2018-2019) will be \$189,393 of which \$114,936 is annual salary; and \$74,457 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email [dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov)



R18-\_\_

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the Employment Agreement of Karin Humiston, 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 Ms. Humiston. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote, to wit:

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

\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

## **AGREEMENT REGARDING RE-EMPLOYMENT OF KARIN HUMISTON**

This Agreement is entered into by and between Karin Humiston and the County of Mono.

### **I. RECITALS**

Karin Humiston is currently employed as the Chief Probation Officer of Mono County. The County wishes to continue to employ Ms. Humiston as the Chief Probation Officer on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Humiston wishes to accept such continued employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be October 16, 2018, until October 15, 2021, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Humiston in writing no later than April 15, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Humiston shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Humiston that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Humiston as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another one year, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Ms. Humiston shall continue to be employed by Mono County as Chief Probation Officer, serving at the will and pleasure of the judges of Mono County Superior Court and the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Humiston accepts such continued employment. The judges of Mono County Superior Court and the County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Humiston's employment.
3. Ms. Humiston's salary shall be \$9,578 per month. The Board may unilaterally increase Ms. Humiston's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is

agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Humiston's salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Ms. Humiston in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Humiston shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Humiston 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 Ms. Humiston was already entitled to for the 2017 calendar year under her former employment agreement.)
5. To the extent deemed appropriate by the Mono County Superior Court and the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Humiston's full participation in applicable professional associations, or for her 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, Ms. Humiston 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 applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 3% @ 50), 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 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Humiston understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance

coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Humiston cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Humiston'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.

8. Consistent with the "at will" nature of Ms. Humiston's employment, the County Administrative Officer and judges of Mono County Superior Court may terminate Karin Humiston's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Humiston understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer and the Mono County Superior Court may, in their discretion, take during Ms. Humiston's employment.
9. On or before the effective date of any such termination without cause, Ms. Humiston 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 effective date) before this Agreement would have expired, Ms. Humiston shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Humiston shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Humiston that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Humiston shall not be entitled to any severance pay in the event that the County Administrative Officer and the judges of the Mono County Superior Court has grounds to discipline her on or about the time he or she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Humiston shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Humiston may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Humiston 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 Karin Humiston. It specifically supersedes and replaces the employment agreement between the parties entered into on or about September 24, 2017. Consistent with Ms. Humiston's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Humiston may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Humiston date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Humiston's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Humiston's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 Ms. Humiston shall reimburse the County for any paid leave pending an

investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Humiston is convicted of a crime involving abuse of office or position.

14. Ms. Humiston acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Humiston further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement is executed between the parties effective October 16, 2018.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Karin Humiston

\_\_\_\_\_  
By: Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 16, 2018

**Departments: Human Resources**

**TIME REQUIRED** 5 Minutes

**PERSONS** Dave Butters

**SUBJECT** Employment Agreement for the  
County Administrative Officer

**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 Leslie Chapman as County Administrative Officer, and prescribing the compensation, appointment and conditions of said employment.

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### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R18-\_\_\_\_, Approving a contract with Leslie Chapman as County Administrative Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

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### FISCAL IMPACT:

The cost for this position for the remainder of FY 2018-2019 (November 1, 2018 through June 30, 2019) is approximately \$187,310 of which \$115,600 is salary, and \$71,710 is the cost of the benefits and was included in the approved budget.

---

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** 760 932-5413 / dbutters@mono.ca.gov

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution Employment Agreement CAO</a>
<input type="checkbox"/> <a href="#">Employment Agreement - CAO</a>

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History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/12/2018 12:21 PM	County Administrative Office	Yes
10/12/2018 9:56 AM	County Counsel	Yes
10/12/2018 11:11 AM	Finance	Yes



# County of Mono

## County Administrative Office

**Leslie L. Chapman**  
County Administrative Officer

**Tony Dublino**  
Assistant County Administrative Officer

**Dave Butters**  
Human Resources Director

**Jay Sloane**  
Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: October 9, 2018

Subject: Employment Agreement for Leslie Chapman as County Administrative Officer

**Recommendation:**

Approve the Employment Agreement for Leslie Chapman as County Administrative Officer for a term of 3 years. Announce fiscal impact.

**Background:**

Leslie began her career with Mono County as Director of Finance on May 1, 2013 and was promoted to County Administrative Officer on November 1, 2015.

**Fiscal Impact:**

The cost for this position for the remainder of FY 2018-2019 (November 1, 2018 through June 30, 2019) is approximately \$187,310 of which \$115,600 is salary, and \$71,710 is the cost of the benefits and was included in the approved budget.





R18-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING THE EMPLOYMENT AGREEMENT OF  
LESLIE CHAPMAN**

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the Employment Agreement of Leslie Chapman, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Chapman. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote, to wit:

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

\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

## **AGREEMENT REGARDING EMPLOYMENT OF LESLIE CHAPMAN**

This Agreement is entered into this 16th day of November, 2018, by and between Leslie Chapman and the County of Mono.

### **I. RECITALS**

The County wishes to continue to employ Ms. Chapman as the County Administrative Officer on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Chapman wishes to accept employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall November 1, 2018, until October 31, 2021, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Chapman in writing no later than May 1, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Chapman shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Chapman that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Chapman as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Commencing November 1, 2018, Ms. Chapman shall continue to be employed by Mono County as County Administrative Officer, serving at the will and pleasure of the Board of Supervisors in accordance with the terms and conditions of this Agreement. Ms. Chapman accepts such employment. The Board of Supervisors shall be deemed the "appointing authority" for all purposes with respect to Ms. Chapman's employment.
3. Effective November 1, 2018, Ms. Chapman's salary shall be \$14,450 per month. The Board may unilaterally increase Ms. Chapman'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 to Ms. Chapman's salary. During such negotiations, the County shall consider and discuss the issue of

increased compensation with Ms. Chapman in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Chapman shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Chapman understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost.
5. To the extent deemed appropriate by the Board of Supervisors, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Chapman's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Chapman shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55), 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 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Chapman understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Chapman cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however,

that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Chapman's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the "at will" nature of Ms. Chapman's employment, the Board of Supervisors may terminate Leslie Chapman's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Chapman understands and acknowledges that as an "at will" employee, she will not have permanent status, nor will her employment be governed by the County Personnel System, except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Board of Supervisors may, in their discretion, take during Ms. Chapman's employment.
9. On or before the effective date of any such termination without cause, Ms. Chapman shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of its effective date) before this Agreement would have expired, Ms. Chapman shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Chapman shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Chapman that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
10. Notwithstanding the foregoing, Ms. Chapman shall not be entitled to any severance pay in the event that the Board of Supervisors has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules or any successor rules or policies, as the same may be amended from time to time. Ms. Chapman shall also not be entitled to any severance pay in the event that she becomes

unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.

11. Ms. Chapman may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Chapman shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Leslie Chapman. Consistent with Ms. Chapman's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Chapman may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Chapman date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Chapman's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Chapman's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 Ms. Chapman shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Chapman is convicted of a crime involving abuse of office or position.
14. Ms. Chapman acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Chapman further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities



in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement is executed by the parties this 16<sup>th</sup> day of October, 2018.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
By: Leslie Chapman

\_\_\_\_\_  
By: Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 16, 2018

**Departments: Community Development - Planning**

**TIME REQUIRED** Public Hearing 11:30 AM - 20  
minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD** Michael Draper

**SUBJECT** Short-term Rental Activity Permit 18-  
006/Prince

### AGENDA DESCRIPTION:

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

Public hearing to consider approving a non-owner-occupied (Type III) short-term rental use in a 2-bedroom single-family residential unit at 46 Leonard Ave. (APN 015-101-004) in June Lake. The land use designation is Single-Family Residential (SFR).

### RECOMMENDED ACTION:

Conduct public hearing. Consider and potentially approve Short-term Rental Activity Permit 18-006/Prince. Provide any desired direction to staff.

### FISCAL IMPACT:

The proposed project will generate an incremental increase in transient occupancy taxes.

**CONTACT NAME:** Michael Draper

**PHONE/EMAIL:** 760-924-1805 / mdraper@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">STR-AP 18-006/Prince staff report</a>
<input type="checkbox"/> <a href="#">Lear License</a>

### History

Time	Who	Approval
10/10/2018 5:46 AM	County Administrative Office	Yes

10/10/2018 1:01 PM

County Counsel

Yes

10/9/2018 10:51 AM

Finance

Yes

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: October 16, 2018  
To: **Honorable Mono County Board of Supervisors**  
From: Michael Draper, CDD Analyst  
Re: **Short-term Rental (STR) Activity Permit 18-006/Prince**

### RECOMMENDATION

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption.
2. Approve STR Activity Permit 18-006 subject to the findings and conditions as recommended or with desired modifications.

### FISCAL IMPACT

The proposed project will generate an incremental increase in transient occupancy taxes.

### BACKGROUND

In late 2016, the June Lake Citizens Advisory Committee (CAC) raised various concerns regarding proposed General Plan changes to short-term rental regulations and recommended that language be revised to allow short-term rentals only if consistent with applicable area plans. This language was adopted, and June Lake initiated a process to determine where short-term rentals would and would not be allowed within the community, and any additional regulations that should apply. A subcommittee was established to guide the process, which took a little over a year to complete and included over 50 hours of community meetings and 300 hours of staff time. The full compilation of workshop and policy development proceedings is 411 pages long and available at:

[https://www.monocounty.ca.gov/sites/default/files/fileattachments/june\\_lake\\_citizens\\_advisory\\_committee/page/9707/str\\_wrkshp\\_prcdngs\\_as\\_of\\_02.15.18.pdf](https://www.monocounty.ca.gov/sites/default/files/fileattachments/june_lake_citizens_advisory_committee/page/9707/str_wrkshp_prcdngs_as_of_02.15.18.pdf).

The result was a General Plan Amendment adopted in May 2018 that refined Chapter 25 in the Land Use Element and specifically identified the types and locations of acceptable short-term rentals in June Lake through Area Plan policies. In addition, Mono County Code Chapter 5.65 was also approved, establishing a Short-Term Rental Activity permit governing the operation of rentals and making the approval non-transferable if ownership changes. The Short-Term Rental Activity Permit is approved separately from the Use Permit by the Board of Supervisors and is also required prior to the commencement of rental activity.

A Use Permit was approved for this project by the Planning Commission on September 20, 2018.

### DISCUSSION

The proposal, STR Activity Permit 18-006/Prince, is for a Type III non-owner occupied short-term rental located at 46 Leonard Avenue, June Lake. The property is within the appropriate land use designation, Single-Family Residential (SFR) and contains one dwelling with two bedrooms.

The property is considered to be an existing nonconforming use due to its inability to meet General Plan parking standards for a single-family residence (minimum of two parking spaces, 10' x 20' when uncovered). The change of use of the property prompted an evaluation of the parking based on current standards. The evaluation concluded that the property has one parking space of sufficient size and a second space that is under the size threshold. After deliberation by the Planning Commission on August 16 and September 20, Use Permit 18-008 was approved based on the Commercial Lodging parking standard of one space per bedroom.

A final Condition of Approval for the Use Permit is that only a single party of guests with one vehicle may rent the property. Maximum occupancy is limited to four people total, which complies with the standard of two persons per bedroom plus two additional persons, and parking is limited to one vehicle. Onsite parking shall be required, and all guests must sleep within the rental unit. The single parking space is required to be improved to asphalt or similar impervious or approved semi-pervious surface, and the insufficient space is required to be posted as “no guest parking”. See Attachment 1 for the site plan.

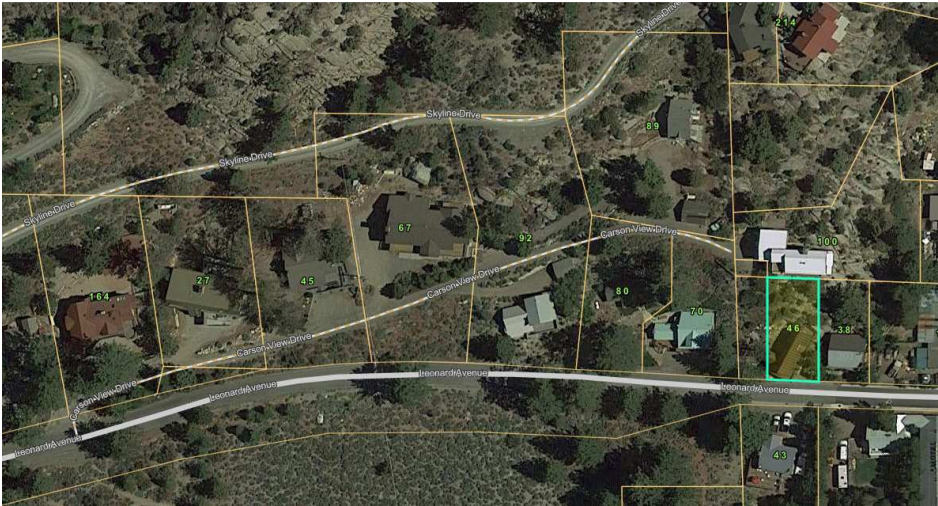
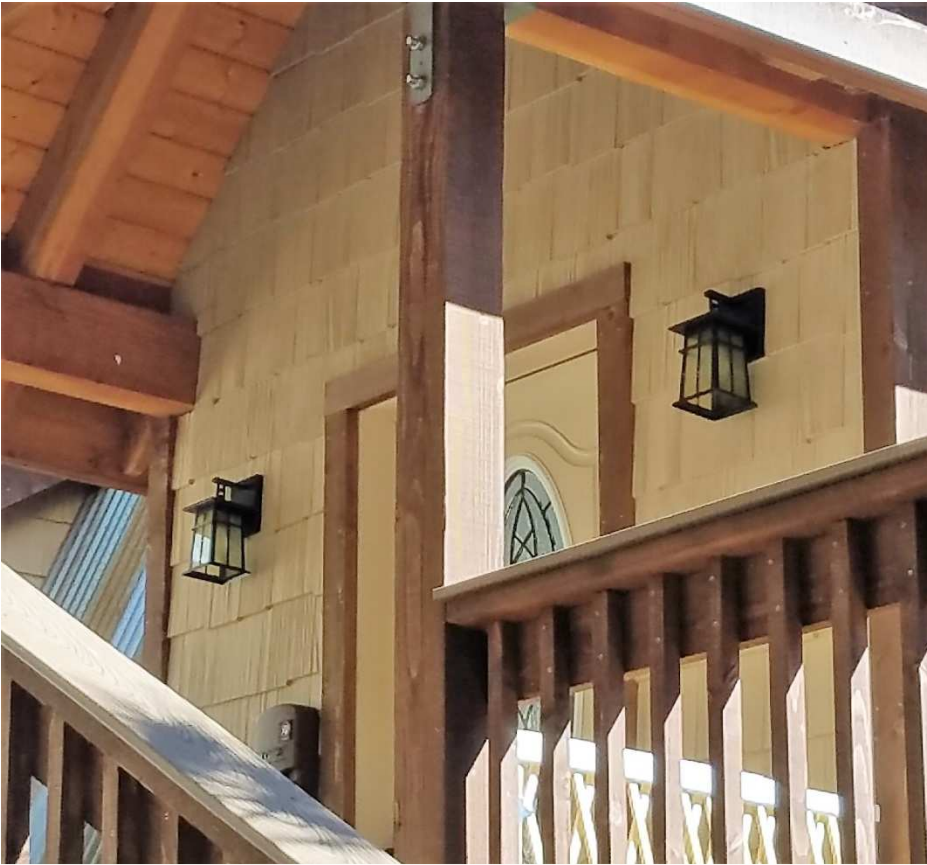


Figure 1: Project location, 46 Leonard Ave.



Figure 2: Prince residence



*Figure 3: Entrance lighting*



*Figure 4: Property's addressing*

The property is owned by the Prince Family Trust, and the applicants David and Barbara Prince acting as trustee, have applied for this permit. This will be the only STR Activity Permit granted to the Prince Family Trust, including individual owners. Under penalty of perjury, the applicants have certified that the property complies with all requirements of Mono County Code Chapter 5.65, including section 5.65.110, "Short-term Rental (STR) standards and requirements." The property will be managed by Connie Lear of Rainbow Ridge Realty. Ms. Lear has a California Real Estate license and certified property manager credentials (Attachment 3).

David and Barbara Prince are in the process of obtaining a Mono County Business license and a Mono County Transient Occupancy Tax Certificate. The rights of this STR Activity Permit may not be exercised prior to obtaining the business license and tax certificate.

This permit is nontransferable and will terminate upon the transfer or upon revocation of any corresponding Use Permit.

Following the noticed public hearing to consider the approval of an STR Activity Permit, the Board may issue the permit if (MCC 5.65.080.C):

1. *The short-term rental, as proposed, will comply with the requirements of state law and regulations, the Mono County General Plan, the Mono County Code and this Chapter.*

In approving Use Permit 18-008/Prince, it has been found that the project will comply with Mono County General Plan, and under penalty of perjury, the applicant has certified that the property complies with all requirements of Mono County Code Chapter 5.65. The rental unit will be equipped with interior and exterior signage notifying renters of these requirements, per MCC chapter 5.65.110.B and the owner shall maintain property insurance coverage specific to short-term rentals.

A Condition of Approval for this project shall be to replace outdoor lighting fixtures to be compliant with Mono County General Plan Dark Sky Regulations Chapter 23.050 "General requirements". Current outdoor lighting fixtures do not meet the required standards.

A Condition of Approval for this project shall be to improve the property's addressing. The address of the rental unit must be unobstructed at all time and clearly visible by passersby.

2. *The property has all necessary land use entitlements as required by the Mono County General Plan*

The project has received a Use Permit for land use entitlement to conduct the activity on September 20, 2018.

3. *The owner has demonstrated to the satisfaction of the Board the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and MCC Chapter 5.65*

The owner has demonstrated the ability to comply with the Mono County General Plan. This application has received a Use Permit and complies with June Lake Area Plan Policy. The applicant has provided all necessary materials per MCC Chapter 5.65 requirements.

4. *The Board determines that issuance of the permit is in the best interests of the community, the County and the citizens of and visitors to Mono County based on the following:*
  - o *Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed short-term rental;*

The results of extensive public outreach in the June Lake community concluded in the adoption of General Plan Amendment 18-01 and Mono County Code Chapter 5.65. Amended countywide issues, opportunities and constraints, and the specific June Lake Area Plan Policies, have analyzed both positive and negative impacts resulting from short-term rental. Through the County's regulatory process and limitations on the location, type, and number of permissible short-term rentals, negative impacts are mitigated to the extent possible.

No comments have been received as part of the Use Permit approval and no comments have been received in response to the public hearing notice for the Short-term Rental Activity Permit as of the drafting of this staff report.

- o *Whether the property owner has demonstrated to the satisfaction of the Board the ability and capacity to manage the short-term rental in a way that minimizes articulable negative impacts on the surrounding community or adjacent properties, and be responsive to community concerns and complaints; and*

The applicant will utilize a local management company, Rainbow Ridge Realty, responsible for minimizing negative impacts and community concerns and complaints.

- *The potential for the short-term rental to impact other community needs and issues, such as the availability of workforce housing units.*

The project has not been rented on a long-term basis under the current owners as workforce housing.

The Board shall deny an application that meets any of the following criteria:

1. The owner has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous STR Activity Permit issued under this Chapter involving the same owner or any person having partial ownership as described in subsection 5.65.070 (C)(1), has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
3. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), has been determined, by an administrative hearing body or a court of competent jurisdiction, to have engaged in short term rentals in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
4. A person with an ownership interest in the property, as described in subsection 5.65.070 (C)(1), has an existing STR Activity Permit on another property within Mono County

None of the conditions stated above appear to apply to this property or the property owner. Violations referenced under #3 above must have occurred after the adoption of MCC 5.65 (May 15, 2018) to be applicable.

#### **CEQA COMPLIANCE**

**Project is consistent with a Class 1 California Environmental Quality Act (CEQA) exemption.**

Class 1 (15301) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

- interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances,
- accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences, and
- conversion of a single-family residence to office use.

Single-family homes that are rented on a short-term basis (as a Type III rental) will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, short-term rentals are subject to compliance with regulations governing the management of these units stipulated in Mono County Code 5.65, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a single-family residence is not an expansion of use, and is no more intensive or impactful than, for example, conversion of a single-family residence to office use.

This staff report was reviewed by the Community Development Director.

#### **ATTACHMENTS**

1. Site Plan
2. Short-Term Activity Permit 18-008/Prince Conditions of Approval
3. Ms. Lear's California Real Estate license and certified property manager credentials.



Property Managed By:

**Rainbow Ridge Realty and Reservations**

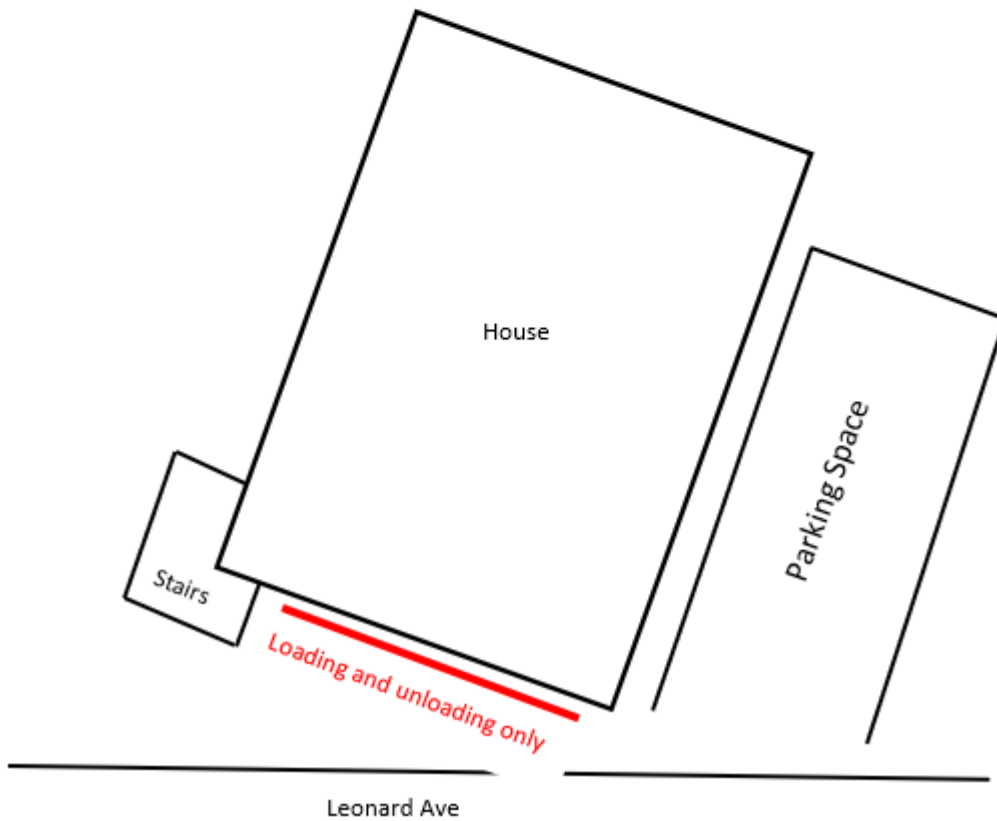
Contact Info: (760) 648-7811

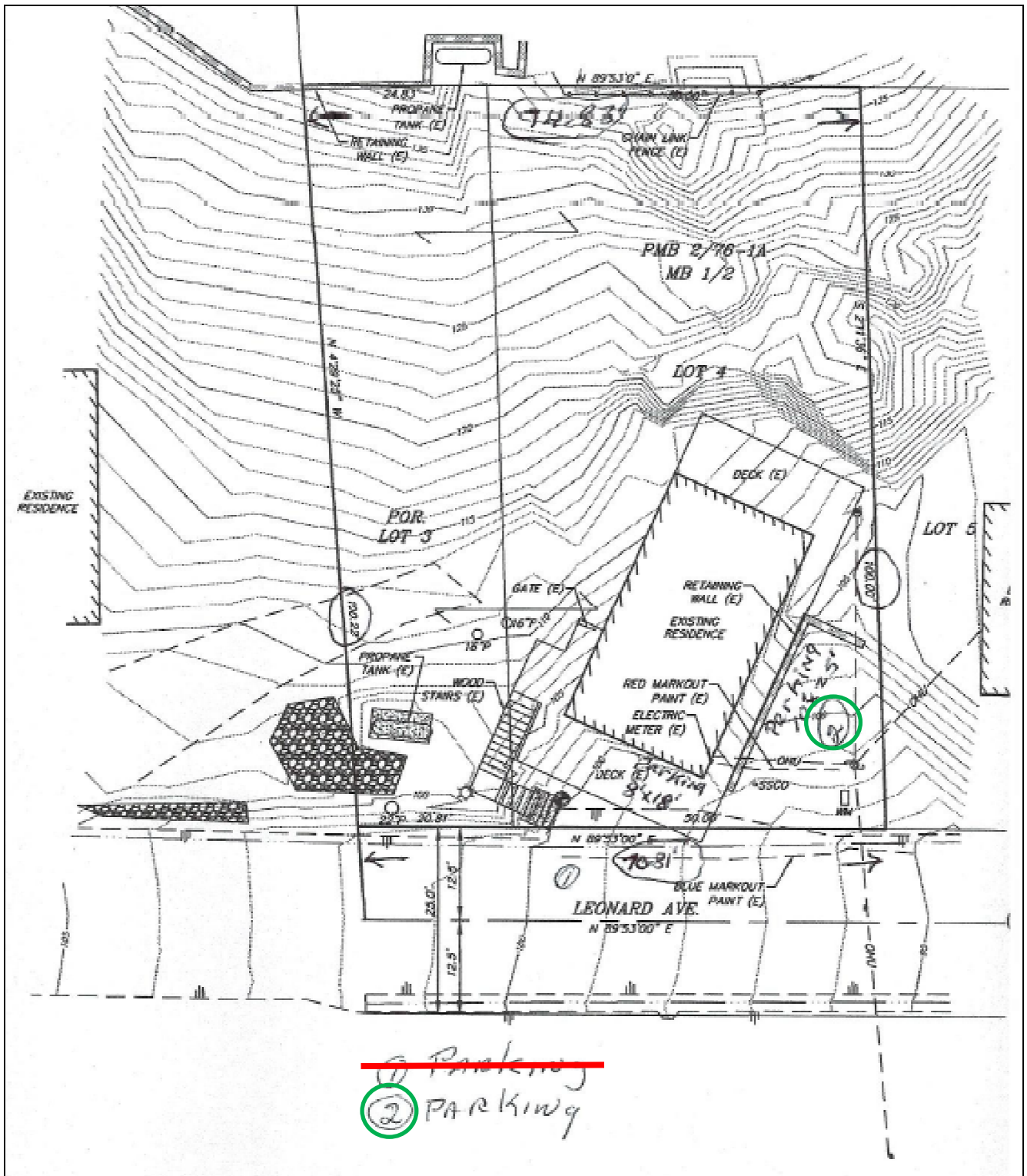
Max Occupancy: 4

Max Vehicles: 1

Address: 46 Leonard Ave.

Parking Diagram:





- ~~① Parking~~
- ② PARKING

**Attachment 2**  
**Conditions of Approval 18-006/Prince**

1. Prior to any rental activity, exterior lighting fixtures shall be replaced or retrofitted to comply with Chapter 23 – Dark Sky Regulations.
2. The address of the rental unit must be unobstructed at all times and clearly visible by passersby.
3. The STR property must provide exterior and interior signage consistent with MCC 5.65.110.B.
4. STR Activity Permits shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part.
5. An STR Activity Permit does not create any property interest in the property owner, is not transferable, and automatically terminates upon the transfer or upon revocation of any corresponding Use Permit.
6. An STR Activity Permit issued under this Chapter is an annual permit and shall expire on August 31<sup>st</sup> of each year (unless renewed or revoked in accordance with this Chapter). Mono County Code Chapter 5.65.090 provides the process to follow for renewal or modifications to this permit.
7. The STR Activity Permit number, which shall be assigned at the time the permit is issued, shall be posted in the title of every short-term rental advertisement, whether online or in other promotional or advertising materials.
8. The rental property must comply with all requirements of the Mono County Building Division, Environmental Health Department, and Mono County Code 5.65.

# COURSE COMPLETION CERTIFICATE

THIS CERTIFICATE WILL VERIFY THAT:

**Connie Lear**

Real Estate License Number: 01009575

Mailing Address of:

P.o. Box 801, June Lake, CA 93529

has successfully completed the course entitled **PMC6: Vacation Rental Management** via LearnMyWay™ on the date of **June 13, 2018** and registered on **June 12, 2018**, and passed the final examination with a minimum score of 70%.

Please keep this certificate as a record of your completion.

This course was sponsored and this certificate issued by:

**The California Association of REALTORS®**

525 S. Virgil Ave

Los Angeles, CA 90020

(213) 739-8200

<http://www.car.org/>

Certificate Authentication Number: **757886**

This certificate is void if the above authentication number cannot be verified by OnlineEd

Click to verify: <https://www.onlineed.com/VERIFY?BBBF-090E-B07C-F00E-07EB>



# State of California

Bureau of Real Estate

## Real Estate Broker License

Connie Jean Lear

**MAIN OFFICE ADDRESS**

2603 STATE HWY 158  
JUNE LAKE, CA 93529

**FICTITIOUS BUSINESS NAME**

- CENTURY 21 RAINBOW RIDGE
- RAINBOW RIDGE REALTY & RESERVATIONS

*Real Estate Commissioner*

*Identification Number: 01009575*

*Issued: February 23, 2017*

*Expires: February 22, 2021*



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 16, 2018

**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): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

**Time**

**Who**

**Approval**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 16, 2018

**TIME REQUIRED**

**SUBJECT**            Closed Session - Existing Litigation

**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: Desert Survivors, et al. v. United States Department of Interior, et al. (Case No. 3:16-cv-01165-JCS).

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
10/11/2018 6:44 PM	County Administrative Office	Yes
10/11/2018 10:57 AM	County Counsel	Yes
10/11/2018 11:00 AM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 16, 2018

**Departments: Finance**

**TIME REQUIRED** Public Hearing: 1 PM - 30 minutes

**PERSONS** Megan Mahaffey

**SUBJECT** Public Hearing - Community  
Development Block Grant

**APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Public hearing regarding accomplishments of Community Development Block Grant 2015 Notice of Funding Availability (NOFA) award.

### RECOMMENDED ACTION:

Hold a public hearing to hear about the accomplishments of the Community Development Block Grant award. Provide any desired direction to staff.

### FISCAL IMPACT:

The Community Development Block Grant Program 2015 award put \$750,000 of federal dollars into our communities to provide upgrades to parks and recreation facilities, child care services, and housing planning technical assistance. No County match was required.

**CONTACT NAME:** Megan Mahaffey

**PHONE/EMAIL:** 760-924-1836 / mmahaffey@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

#### History

**Time**

10/10/2018 5:32 AM

**Who**

County Administrative Office

**Approval**

Yes



10/10/2018 1:44 PM

County Counsel

Yes

10/9/2018 11:03 AM

Finance

Yes



**DEPARTMENT OF FINANCE  
AUDITOR-CONTROLLER  
COUNTY OF MONO**

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P.O. Box 556, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5490 • FAX (760) 932-5491

Janet Dutcher  
Finance Director

Stephanie Butters  
Assistant Finance Director  
Auditor-Controller

October 16, 2018

**To:** Mono County Board of Supervisors

**From:** Megan Mahaffey – Mono County, Accountant  
Janet Dutcher – Mono County, Finance Director

**Re:** Community Development Block Grant (CDBG) Program

**Recommended Action:** Hold a public hearing to hear about the accomplishments of the Community Development Block Grant award, provide any desired direction to staff.

**Fiscal Impact:** The Community Development Block Grant Program 2015 award put \$750,000 of federal dollars into our communities to provide upgrades to parks and recreation facilities, child care services, and housing planning technical assistance.

**Background:**

The Community Development Block Grant (CDBG) is a federal program allocated through the California Department of Housing and Community Development, Department of Housing and Urban Development (HUD). The CDBG program is available to all non-entitlement jurisdictions. A non-entitled jurisdiction is a County with fewer than 200,000 residents or unincorporated areas and cities with fewer than 50,000 residents.

Mono County has a history of successful CDBG Applications. Funds awarded have covered a variety of activities including Technical Assistance, Housing, Child Care and Public Facilities. In previous years CDBG funds have been used for projects including the June Lake Community Center, Courthouse rehabilitation, Sierra East Mobile Home Park water purification, ADA park improvements and the First Time Homebuyer program.

**Discussion:**

Mono County received a Community Development Block Grant award for \$750,000 in response to the 2015 CDBG Notice of Funding Availability. These funds were used for the following activities:

1. Parks and recreation facilities – Park ADA upgrades
2. Public Service – Child Care services
3. Planning Technical Assistance – Housing Needs Assessment and Housing Element update



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 16, 2018

**Departments:** Finance, Community Development Department

**TIME REQUIRED**    15 minutes

**PERSONS**                                  Patricia Robertson

**SUBJECT**                                  Quarterly Update on the Mono  
County Revolving Loan Program -  
Housing

**APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Receive a property update from Mammoth Lakes Housing and a financial update from the Finance Department on use of Mono County Revolving Loan Fund as per Resolution 17-86 for the quarter ended June 30, 2018.

**RECOMMENDED ACTION:**

Receive update. Provide any desired direction to staff.

**FISCAL IMPACT:**

Mammoth Lakes Housing utilized the Mono County Revolving Loan Fund as per Resolution 17-86 in the amount of \$191,220 at 1.5127% which was repaid June 1, 2018.

**CONTACT NAME:** Megan Mahaffey

**PHONE/EMAIL:** 760-924-2836 / mmahaffey@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Balance Sheet</a>
<input type="checkbox"/> <a href="#">Financial Information</a>

**History**

Time	Who	Approval
10/11/2018 4:13 AM	County Administrative Office	Yes

10/10/2018 10:16 AM

County Counsel

Yes

10/11/2018 10:38 AM

Finance

Yes



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October 16, 2018

**To:** Mono County Board of Supervisors

**From:** Patricia Robertson – Mammoth Lakes Housing, Executive Director  
Megan Mahaffey – Mono County, Accountant  
Janet Dutcher – Mono County, Finance Director

**Re:** Revolving Loan Fund

**Recommended Action:** Receive update from Mammoth Lakes Housing and a financial update from the Finance Department on use of Mono County Revolving Loan Fund (RLF) as per Resolution 17-86 for the quarter ended June 30, 2018.

**Fiscal Impact:** Mammoth Lakes Housing utilized the Mono County Revolving Loan Fund as per Resolution 17-86 in the amount of \$191,220 at 1.5127% repaid in the amount of \$191,200 on June 1<sup>st</sup>.

**Strategic Plan:** The Mono County RLF program moves Mono County towards the Mono County Strategic Plan by enhancing quality of life for county residents by addressing the housing crisis through policy, assistance and development programs.

**Background:** Mammoth Lakes Housing has utilized the Mono County Revolving Loan Fund for a total of three purchases of deed restricted properties from September 26, 2017 to March 1, 2018.

**Discussion:** At the start of the final quarter of fiscal year 2017-18, RLF had outstanding one loan for \$191,220 to Mammoth Lakes Housing to purchase a deed-restricted unit at the Meridian Court Condominiums. As was reported in the last RLF update, the Meridian Court Condominium was improved with new carpet, paint and other minor repairs. A sales contract was entered on March 30 and escrow closed on May 25. Upon transfer to the new owner, the current resale restriction agreement was recorded. This agreement preserves the affordability and below-market-rate value of the home for 60 years from the date of execution. This is an asset to the community and region that helps to ensure there are quality homes affordable to members of the community and workforce.

**Attachments:**

1. Balance Sheet
2. Financial Information

MONO COUNTY - REVOLVING LOAN FUND  
Fiscal Report - Balance Sheet  
For the Quarters Ended June 30, 2018

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	<u>June 30, 2018</u>
<b>ASSETS</b>	
Cash in County Treasury	\$ 300,000
Loans Receivable (to MLH)	<u>-</u>
 Total Assets	 <u><u>\$ 300,000</u></u>
 <b>LIABILITIES AND FUND BALANCE</b>	
Advance from County General Fund	\$ 99,013
 Fund Balance - Beginning	 200,987
Interest earnings YTD	<u>-</u>
 Total Liabilities and Fund Balance	 <u><u>\$ 300,000</u></u>

## Mono County RLF

### SCHEDULE OF CASH TRANSACTIONS

<i>Beginning Balance</i>	<i>date</i>	<i>Transaction Amount</i>	<i>Ending balance</i>	<i>Activity detail</i>
300,000	9/26/2017	\$ (20,000)	280,000	Loan issued for home
280,000	9/30/2017	\$ 222	280,222	Interest
280,222	11/14/2017	\$ (220,000)	60,222	Loan issued for home
60,222	12/11/2017	\$ 20,000	80,222	Loan repaid after 76 days
80,222	12/26/2017	\$ 220,000	300,222	Loan repaid after 42 days
300,222	12/31/2017	\$ 517	300,739	Interest
300,739	2/28/2018	\$ (191,220)	109,519	Loan issued for home
109,519	3/31/2018	\$ 811	110,330	Interest
110,330	6/1/2018	\$ 191,200	301,530	Loan repaid after 94 days
301,530	6/30/2018	\$ 719	302,249	Interest
302,249	6/30/2018	\$ (2,249)	300,000	transfer interest to GF

### SCHEDULE OF LOAN TRANSACTIONS

<i>Property Address</i>	<i>Loans Issued</i>	<i>Ending balance</i>	<i>Days outstanding</i>
61 Callahan Way, Unit 12, Door E2	\$ 20,000	\$ -	76 days
550 Mono Street, Unit A202	220,000	-	42 days
550 Mono Street, Unit C101	191,220	191,220	94 days
	<u>\$ 431,220</u>	<u>\$ 191,220</u>	

#### RLF Quick facts

Creation: 11/17/15 R15-81

Modified: 12/ 5/17 R17-86

Interest to date \$ 2,269

Average days for repayment: 71

Loans issued to date: 3