



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

Regular Meeting October 21, 2014

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

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

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

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

10:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on October 7, 2014.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on October 14, 2014.

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Out-of-State Travel

Departments: Finance

Out-of-State travel to attend the TriTech User Conference (ambulance billing software).

Recommended Action: Approve and authorize out-of-state travel for Penny Galvin to travel to Rio Rico, Arizona to attend the TriTech User Conference (ambulance billing software) and satisfying eleven (11) hours of mandatory continuing education units.

Fiscal Impact: The total anticipated cost is \$1,344.00 or less and includes class registration, airline fare, car rental, hotel and per diem.

B. Health Insurance Portability and Accountability Act (HIPAA) Resolution

Departments: Risk Management, County Counsel

Proposed Resolution Updating the Appointment of Privacy and Security Officers for the County and Recognizing the Information Technology Department as an Internal Business Associate of the HIPAA-Covered Components of the County.

Recommended Action: Adopt proposed resolution #r14-_____, updating the Appointment of Privacy and Security Officers for the County and Recognizing the Information Technology Department as an Internal Business Associate of the HIPAA-Covered Components of the County.. Provide any desired direction to staff.

Fiscal Impact: None.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Sierra Nevada Bighorn Sheep Recovery Program at California Department of Fish and Wildlife Regarding Conway Ranch

Departments: Clerk of the Board

Letter dated October 14, 2014 regarding comments on the Conway Ranch Conservation Easement and Management Plan from The Sierra Nevada Bighorn Sheep Recovery Program at California Department of Fish and Wildlife. Also available for viewing in the clerk's office are several supporting documents cited in the comment letter.

B. FIM Corporation Comments Regarding Conway Ranch Conservation Easement

Departments: Clerk of the Board

Email correspondence from Fred Fulstone of F.I.M. Corporation, providing comments about documents supporting Conway Ranch Conservation Easement.

9. REGULAR AGENDA - MORNING

A. Enhanced Court Revenue Collection Presentation

Departments: Finance

30 minutes (20 minute presentation; 10 minute discussion)

(Hector Gonzalez, Mono County Superior Court CEO) - Presentation by Hector Gonzalez, Mono County Superior Court CEO regarding the status of Mono County Enhanced Collection Program.

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

Fiscal Impact: None at this time.

B. A-87 Cost Allocation Plan Presentation

Departments: Finance

40 minutes (20 minute presentation; 20 minute discussion)

(Erin Payton, Consultant, MGT America, Inc.) - Presentation by Erin Payton, Consultant with MGT Americam Inc. regarding the A-87 Cost Allocation Plan

(indirect charges).

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

Fiscal Impact: None.

C. June Lake Streets Culvert Replacement Drainage Easements

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - Approximately six culvert segments of the existing June Lake Village drainage system were not originally included in the June Lake Streets Rehabilitation Project contract. These culverts are located on private property. As the project progressed, it was determined that improvement of these culverts would be beneficial to the overall drainage system. Several property owners wish to grant drainage easements to facilitate construction of these improvements.

Recommended Action: Adopt resolution #R14-_____, authorizing the Public Works Director to accept and consent to recordation of drainage easements necessary for replacement of culverts in June Lake.

Fiscal Impact: This project is funded by the State Transportation Improvement Program (STIP). Contractor payments will not impact the General Fund.

D. Potential Appointment of Mono County Assessor

Departments: County Administrator's Office

10 minutes (5 minute presentation; 5 minute discussion)

(Jim Leddy) -

Discussion of Mono County Assessor office vacancy and potential appointment to fill that vacancy. Government Code section 25304 provides that the board of supervisors shall fill by appointment all vacancies that occur in elective county offices such as the assessor. The appointee holds office for the unexpired term (in this case, until noon on January 5, 2015).

Recommended Action: Pursuant to Government Code section 25304, fill existing vacancy in office of county assessor by appointing Assessor-Elect Barry Beck as Mono County Assessor, who would serve for the unexpired remainder of the current term (noon on January 5th, 2015), after which time he would assume office for the new term to which he was elected.

Fiscal Impact: Fiscal Impact depends on Option exercised: Option 1) : Additional savings from having Appraiser III position vacant until January 5th, 2015. This position was already budgeted to not be filled from January 6th, 2014 until June 30th, 2015. The total savings is \$26,769 of which Salary is \$16,081; PERS \$3,450; and, benefits \$7,238. Option 2): No change in Departments budget. Option 3) : Salary savings from Oct. 14th to January 5th for Assessor's position being vacant equals \$36,135.64. This would assume Assessor-elect Beck stays as an Appraiser 3, and the County would have no one in to serve in that capacity during Assessment

Appeals Hearings which is required.

E. 2013-2014 Mono County Grand Jury Report Response

Departments: County Administrator's Office/County Counsel

5 minutes (2 minute presentation; 3 minute discussion)

(Jim Leddy/Marshall Rudolph) - 2013-2014 Mono County Grand Jury Report Responses.

Recommended Action: 1. Review Mono County 2013-2014 Grand Jury Report; 2. Review the draft County responses which is composed of the draft response letter from the Board Chair and Attachment A which has departments' recommended responses where requested, and; 3. Direct staff to submit the County's response.

Fiscal Impact: There is no fiscal impact.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

REGULAR AFTERNOON SESSION COMMENCES AT 1:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

13. REGULAR AGENDA - AFTERNOON

A. Rock Creek Ranch Specific Plan and Vesting Tent. Map Amendments

Departments: Community Development Department

Public Hearing 1:00 p.m. / 30 minutes (15 minute presentation; 15 minute discussion)

(Courtney Weiche) - Public hearing regarding Specific Plan Amendment #2 and Vesting Tentative Tract Map 37-56 Amendment (reducing the total number of lots to ten) /Rock Creek Ranch near Paradise.

Recommended Action: As recommended by the Planning Commission, adopt Resolution #R14-_____, approving Addendum to Rock Creek Ranch Specific Plan final environmental impact report; approving Amendment 13-002 to the Rock Creek Ranch Specific Plan; approving second amendment to Vesting Tentative Tract Map 37-56; and making required findings.

Fiscal Impact: No impact is anticipated. Costs associated with the project development will be borne by the developer.

B. Conservation Easement Regarding Conway Ranch

Departments: Board of Supervisors

30 minutes (15 minutes staff presentation; 15 minutes Board discussion)

(Marshall Rudolph and Tony Dublino) - Proposed Resolution approving County entry into an Agreement to Convey a Conservation Easement to the Eastern Sierra Land Trust pertaining to Conway Ranch and authorizing the Board Chairman to sign said agreement and easement on behalf of the County and to take such actions and sign such other documents as may be necessary to consummate the transaction and close escrow, as specified in said Agreement and in this resolution.

Recommended Action: Adopt Resolution R14-___, a resolution of the Board of Supervisors approving County entry into an Agreement to Convey a Conservation Easement to the Eastern Sierra Land Trust pertaining to Conway Ranch and authorizing the Board Chairman to sign said agreement and easement on behalf of the County and to take such actions and sign such other documents as may be necessary to consummate the transaction and close escrow, as specified in said Agreement and in this resolution. Provide any desired direction to staff.

Fiscal Impact: \$114,261.50, already budgeted.

C. ICEMA Overview

Departments: Public Health-EmergencyMedical Services

20 minutes (10 minute presentation; 10 minute discussion)

(Tom Lynch, EMS Administrator, Inland Counties Emergency Medical Authority (ICEMA)) - Presentation by Tom Lynch, EMS Administrator, ICEMA, regarding the relationship of ICEMA to County EMS and the provision of EMS services.

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

Fiscal Impact: No fiscal impact.

D. Los Angeles Department of Water and Power Presentation

Departments: County Administrator's Office

1 hour (20 minute presentation by DWP Staff; 40 minutes public and Board comments/discussion)

(James Yannotta) - Presentation by James Yannotta of Los Angeles Department of Water and Power regarding issues impacting water supply for Mono County and

DWP.

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

Fiscal Impact: There should be no fiscal impact from receiving the presentation.

E. Air Service Presentation

Departments: Economic Development

40 minutes (20 minute presentation; 20 minute discussion)

(John Urdi, Executive Director, Mammoth Lakes Tourism) - Presentation by John Urdi, Executive Director, Mammoth Lakes Tourism, regarding commercial air service to Mammoth Yosemite Airport.

Recommended Action: Receive presentation. Provide direction to staff.

Fiscal Impact: None.

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on October 7, 2014.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[10-07-14 draft mins](#)

History

Time	Who	Approval
10/14/2014 9:24 AM	County Administrative Office	Yes
10/14/2014 10:23 AM	County Counsel	Yes
10/14/2014 9:41 AM	Finance	Yes



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

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

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

**Regular Meeting
October 7, 2014**

Flash Drive	#1008
Minute Orders	M14-183 to M14-197
Resolutions	R14-53- to R14-59
Ordinance	Ord14-05 NOT USED

9:01 AM Meeting called to Order by Chairman Johnston.

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

Pledge of Allegiance led by Supervisor Stump

*Break: 10:13 a.m.
Reconvene: 10:27 a.m.
Closed Session/Lunch: 11:05 a.m.
Reconvene: 1:32 p.m.
Break: 3:13 p.m.
Reconvene: 3:21 p.m.
Adjourn: 3:42 p.m.*

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

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Note

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

Action: Approve minutes of the Regular Meeting held on September 9 2014, as corrected.

Stump moved; Fesko seconded

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

M14-183

Supervisor Hunt:

- On p. 2 of draft minutes, under his board report, last bullet point should read, "103 MILE ride well attended".

B. Board Minutes

Departments: Clerk of the Board

Action: Approve minutes of the Special Meeting held on September 9, 2014.

Hunt moved; Stump seconded

Vote 4 yes; 0 no; 1 abstain: Alpers

M14-184

C. Board Minutes

Action: Approve minutes of the Regular Meeting held on September 16, 2014, as corrected.

Alpers moved; Fesko seconded

Vote: 5 yes; 0 no

M14-185

Supervisor Johnston:

- On p. 2 of draft minutes under his board report, last bullet point. Should read, "Supervisor Johnston will be covering for Supervisor Stump at the Town/County Liaison meeting".
- On p. 7 of draft minutes, under NON GENERAL FUND POLICY ITEMS under bullet point "Bay for Crowley Road Shop (PW), Supervisor Johnston's comment should read, "can't we collaborate with the Town for the use of their space?"

Supervisor Alpers:

- On p. 5 of draft minutes, item # 9a, vote should read:

R14-51

Hunt moved; Alpers seconded

Vote: 3 yes; 2 no: Johnston and Fesko

R14-52

Hunt moved; Alpers seconded

Vote: 3 yes; 2 no: Johnston and Fesko

3. PRESENTATIONS

A. Proclamation for Domestic Violence Awareness Month

Departments: Board of Supervisors

(Susi Bains) - Proclamation designating October, 2014 as Domestic Violence Awareness Month. This item is being sponsored by Supervisor Hunt.

Action: Approve proclamation designating October, 2014 as Domestic Violence Awareness Month.

Note

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

Hunt moved; Johnston seconded

Vote: 5 yes; 0 no

M14-186

Supervisor Hunt:

- Brought up every year; Domestic Violence is bad in Mono County.

Susi Bains:

- Accepted proclamation.
- DD 101 Seminar; overview of Domestic Violence; free to public. Today from 3-5 p.m. at the Mammoth Lakes Office; 2-4:30 p.m. in Bishop office tomorrow.

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- 10/19 – ESTA Meeting with Supervisor Hunt; discussion about new bus purchase.
- June Lake Fire meeting; a lot of questions about emergency plan; evacuation protocols; there's some work to be done on plan in June Lake. Will be on future CAC agendas for some time.
- Fire Fighter's Appreciation Committee – Patti Heinrich is the chairman of that; a banquet will occur on 10/23, will be put on by the June Lake Women's Club.
- Thanked Garrett Higerd for his effort on the roads program and for keeping within budget and keeping project moving.
- Yesterday, met with Community Development staff; thanked them for the meeting regarding new signage for June Lake.
- Yesterday afternoon – he was drafted by Mammoth Booster's Club regarding gym flooring.

Supervisor Fesko:

- 9/16 – flew to Colorado to attend niece's wedding.
- Following week was RCRC's annual meeting which had an update on Colorado and marijuana use; asked local people their opinion.
- 9/24 to 9/26 – attended RCRC's annual conference with CAO Leddy. Attended board meeting on 9/26. Spoke about Mono County basket that was auctioned.
- 9/27 – Sierra East Homeowner's Association meeting; discussed various issues.
- 10/2 – Antelope Valley RPAC meeting; great turnout as usual. Continuing to work on trails; thanked Gerry LeFrancois.
- 10/3 – Coleville Catholic Church; volunteered time on project.
- 10/4 – Attended 50th annual Deer Hunter's BBQ in Walker, CA.

Supervisor Hunt:

- 9/18 – Town County Liaison meeting; considered solid waste agreements; discussion of sharing resources with the Town. Update on USFS Plan Revision. Status update on Sage-Grouse listings.
- 9/19 – attended meeting with a presentation by Dick Wittington; update on proposed Eastern Sierra Collaborative.
- ESTA Board meeting, good discussion. Copy of 2013-14 annual report;
- 9/22 Great Basin meeting with Supervisor Stump; meeting of Mammoth Water Board at same time.
- Ted Schade retiring September 21st.

Supervisor Johnston:

- Attended two Mammoth Lakes Housing meetings.
- Attended board meeting with IMACA
- ESCOG
- Town/County Liaison meeting.
- Participated in ARC meetings.
- Took Granddaughter up Mount Whitney during blizzard.

Note

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

Supervisor Stump:

- Attended Great Basin Air Pollution Control meeting; had three members of Water Board and other members speak; Heeler Dunes mitigation issue. There is a request for someone from Mono to serve on the Hearing Board. Next meeting is 11/7 in Mammoth at 10:30 a.m.
- Meeting in Chalfant with CalTrans regarding Highway 6 and safety issues with speed limit. Will be seeking legislative support.
- Invasive weed species in the park at Chalfant, taking over. Shout out to Public Works they are trying to deal with that. Supervisor Fesko suggested he speak to Nathan Reade, Ag Commissioner.
- Attended Long Valley RPAC meeting; bathroom is being constructed. CSA #1 has volunteered to pay water bill.
- Advised yesterday, Public Works will coordinate with Mammoth striping chain.
- Notified last week by PUC that Verizon is going to take on major repair project. Verizon has discovered damaged cable.
- Shout out to Garrett Higerd regarding Chalfant Streets project and cluster mailboxes.

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- Mono County energy Task Force Meeting; discussion about solarization of our facilities.
- Attended Town/County Liaison meeting and ESCOG meeting.
- Started having weekly meetings with Elections team. Has brought in Renn Nolan to oversee Election.
- Thanked Tony Dublino regarding conducting tours of Council members.
- Attended RCRC with Supervisor Fesko; Gaming and Legalization of Marijuana discussions.
- Week of 9/29 – continued discussion of reconfiguration of county offices with Office of Education; trying to get down to brass tacks. Plan to be brought in 60 days.
- Mr. Wittington from YARTS – hasn't presented to board in awhile; thinking of having him come this winter.
- He's attending ADA task force meetings now as well; we're limiting liabilities and reducing risk.
- Thanked Chief Humiston for volunteering Grant Writing Course; will offer again in the spring.

6. DEPARTMENT/COMMISSION REPORTS

Scott Burns:

- Housekeeping item; clarified voting requirements for Planning Commission. As follow up went to PC and are working on adjusting rules. Granting continuance when there are less than five commissioners present.
- "Shall" prior to hearing and "should" at hearing.

Lynda Salcido:

- Flu Clinics are in full swing. Had drive through clinic in Lee Vining, they vaccinated more individuals than usual.
- Putting out a quarterly health update.
- Saw destruction in Napa while there, it was devastating.

Note

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

- Discussed a number of emerging infectious diseases.

7. CONSENT AGENDA

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

A. Mono Basin RPAC Appointment

Appointment of new member to the Mono Basin Regional Planning Advisory Committee.

Departments: Community Development

Action: Appoint Margy Verba to the Mono Basin Regional Planning Advisory Committee, as recommended by Supervisor Alpers. Her term will expire on 12/31/2015.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

M14-187

Departments:

B. Appointment of Bridgeport Valley Regional Planning Advisory Committee (RPAC) Member

Departments: Community Development

Appointment of John A. Migliore to the Bridgeport Valley Regional Planning Advisory Committee (RPAC) to a new two-year term expiring in January 2017.

Action: Appoint John A. Migliore to the Bridgeport Valley Regional Planning Advisory Committee (RPAC) to a new two-year term expiring in January 2017.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

M14-188

C. WIC (Women, Infants and Children) Contract

Departments: Public Health

Proposed contract, 14-10260, between the California Department of Public Health and the Mono County Health Department WIC (Women, Infant and Children) Program pertaining to the provision of services in this program.

To view attachments associated with this item, please click on the link below and look under "additional documents". Copies of attachments are also available in the clerk's office: <http://www.monocounty.ca.gov/bos/event/board-supervisors-64>

Action: Approve County entry into proposed contract and authorize Larry K. Johnson, Chair, to sign and execute said contract on behalf of the County. Provide any desired direction to staff.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

Note

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

M14-189

- D. Maternal, Child & Adolescent Health Agreement Funding Application for FY 2014-15

Departments: Public Health

Proposed Funding Application for the California Department of Public Health (CDPH) Maternal, Child & Adolescent Health (MCAH) Program for FY 2014-15.

To view attachments associated with this item, please click on the link below and look under "additional documents". Copies of attachments are also available in the clerk's office: <http://www.monocounty.ca.gov/bos/event/board-supervisors-64>

Action: Approve Funding Application for the California Department of Public Health (CDPH) Maternal, Child & Adolescent Health (MCAH) Program for FY 2014-15, and authorize Public Health Director to execute any contract documents or amendments related to said funding application, provided they are consistent with the application and are approved as to form by county counsel.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

M14-190

- E. Substance Use Services Disorder Contract with the Department of Health Care Services

Departments: Behavioral Health

Proposed standard agreement amendment (Agreement No. 12-89232) with Department of Health Care Services allows for providing covered Drug Medi-Cal services for substance use treatment in Mono County by Mono County Behavioral Health.

To view attachments associated with this item, please click on the link below and look under "additional documents". Copies of attachments are also available in the clerk's office: <http://www.monocounty.ca.gov/bos/event/board-supervisors-64>

Action: Approve County entry into proposed standard agreement amendment (Agreement No. 12-89232) with Department of Health Care Services and authorize Robin K. Roberts, MFT to execute said agreement amendment on behalf of the County.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

M14-191

- F. Performance Contract Revisions with Department of Health Care Services

Departments: Behavioral Health

Proposed standard agreements with Department of Health Care Services

Note

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

(Agreement Nos. 13-90320 and 14-09332) These are revision contracts regarding performance requirements for the Fiscal Years 13/14 and 14/15. The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Projects for Assistance in Transition from Homelessness (PATH) and Community Mental Health Services Grant (MHBG) programs and oversees county provision of community mental health services provided with realignment funds. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services. These Agreements, which are the County's performance contracts, as required by Welfare and Institutions Code (W&I) sections 5650(a), 5847, and Title 9, California Code of Regulations (CCR), section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. These Agreements do not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

To view attachments associated with this item, please click on the link below and look under "additional documents". Copies of attachments are also available in the clerk's office: <http://www.monocounty.ca.gov/bos/event/board-supervisors-64>

Action: Approve County entry into proposed standard agreements with the Department of Health Care Services (Agreement Nos. 13-90320 and 14-09332) and authorize Robin K. Roberts to execute said agreements on behalf of the County. Provide any desired direction to staff.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

M14-192

G. First Amendment re Employment of Franklin Smith

Departments: CAO/HR

Proposed resolution approving First Amendment re Employment contract with Franklin Smith as Chief Investigator, and prescribing the compensation, appointment and conditions of said employment.

Action: Approve Resolution #R14-53, approving an agreement and first amendment re employment of Franklin Smith, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chairman to execute said contract on behalf of the County.

Alpers moved; Hunt seconded

Vote: 4 yes; 1 no: Fesko

R14-53

H. Amendment to Management Benefits Policy

Departments: Board of Supervisors

Note

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

Proposed amendment to Management Benefits Policy, increasing the amounts contributed by affected officers and employees toward their medical insurance premiums to match the amounts generally being contributed at this time by other County employees.

Action: Adopt proposed Resolution R14-54, a resolution of the Mono County Board of Supervisors amending the policy regarding benefits of management-level officers and employees.

Alpers moved; Hunt seconded

Vote: 4 yes; 1 no: Fesko

R14-54

I. Mono Council for the Arts (Mammoth Arts Guild) State-Local Partnership Program

Departments: Clerk of the Board

Resolution approving the State-Local Partnership Program Grant request and designating Gaye Mueller, Executive Director of the Mammoth Art Guild DBA Mono Council for the Arts, to execute the State-Local Partnership Program Grant contract with the California Arts Council. Supervisor Hunt is sponsoring this item.

Action: Approve Resolution #R14-55, declaring approval of a state-local partnership program grant application by the Mammoth Art Guild and authorizing execution of a grant contract with the California Arts Council.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

R14-55

J. RED Grant Travel

Departments: Probation

On the conditional approval of the Racial & Ethnic Disparity Grant (RED Grant), Mono and two other counties are sending RED Team members to the Positive Youth Justice Initiative (PYJI) in New York on October 9 & 10, 2014, leaving on October 8, 2014. The travel is funded through the RED Grant.

Action: Approve 2 RED Team members to travel to New York for the PYJI conference fully funded by the RED Grant.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

M14-193

K. August 2014 Transaction Report

Departments: Finance

Treasury Transactions for the month of August 2014.

Action: Receive and approve the Treasury Transaction Report for the month of August 2014.

Note

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

Alpers moved; Hunt seconded
Vote: 5 yes; 0 no
M14-194

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. McQuilkin Letter from CHP

Departments: Clerk of the Board

Correspondence dated September 8, 2014 regarding Traffic Control issues related to the Tioga Pass Run.

Pulled by Supervisor Stump:

- Reminder to him that as events are pursued, we need to coordinate with additional state agencies; increases need for our responsiveness and to be clear on what we require.

B. Chamber Music Unbound

Departments: Clerk of the Board

Correspondence from Brian Schuldt, Executive Director of Chamber Music Unbound, submitting their final report for the \$4,500 grant awarded to them in May 2014.

C. Bridgeport RPAC Letter Requesting Resolution or Ordinance

Departments: Clerk of the Board

Correspondence and back up information dated September 18, 2014 from the Bridgeport RPAC regarding a request for the Board to pass a resolution or ordinance requesting the CHP approve certain portions of highways in the Bridgeport area to be designated as "Combined Use" roads.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. California Home Finance Authority Joint Powers Agreement Request for Amendment

Departments: County Administrator

(Jim Leddy) - Proposed resolution approving proposed revisions to the California Home Finance Authority (CHF) Joint Powers Agreement.

To view attachments associated with this item, please click on the link below and look under "additional documents". Copies of attachments are also available in the clerk's office: <http://www.monocounty.ca.gov/bos/event/board-supervisors->

Note

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

64

Action: Adopt proposed resolution #R14-56, approving proposed revisions to the California Home Finance Authority (CHF) Joint Powers Agreement. Provide any desired direction to staff.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

R14-56

Jim Leddy:

- Gave explanation of item and background materials.
- Action requested by 10/21.

Supervisor Fesko:

- Not a lot of changes occurring; it's been adopted by board already.

B. Mono County Comments on the Humboldt-Toiyabe National Forest/Bureau of Land Management Revised Draft Environmental Impact Statement for the Bi-State Sage-Grouse

Departments: Community Development

(Wendy Sugimura) - Presentation by Wendy Sugimura on Mono County comments on the Humboldt-Toiyabe National Forest/Bureau of Land Management Revised Draft Environmental Impact Statement for the Greater Sage-grouse Bi-state Distinct Population Segment Forest Plan Amendment.

Action: Approve, with any desired modifications, Mono County comments on the Humboldt-Toiyabe National Forest/Bureau of Land Management Revised Draft Environmental Impact Statement for the Greater Sage-grouse Bi-state Distinct Population Segment Forest Plan Amendment.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-195

Wendy Sugimura:

- Briefly introduced item; won't go into great detail unless requested by board.
- Pointed out the attachment. Proposal is a combination of the modified action and the alternative. Clarified comments.
- Asked for questions.
- Can make adjustments and go ahead and get sent out or bring back later or?

Supervisor Johnston:

- Asked for clarification on comments.
- Sometimes when we focus on a specific species we tend to forget about other species, deer for example.
- Not saying we need to revise, just offering his comments.

Supervisor Fesko:

- Asked about increased buffer zones?

Supervisor Stump:

- Asked about different conditions north vs. south of Conway Summit.

Supervisor Alpers:

- Complimented Wendy on her letter and statements made.

Supervisor Hunt:

- Thanked Wendy for all her work.

C. Ratification of the Paramedics Association Memorandum of Understanding -

Note

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

2014-2017

Departments: County Administrator's Office

(Jim Leddy and Marshall Rudolph) - Proposed Memorandum of Understanding with the Mono County Paramedic Rescue Association pertaining to terms and conditions of employment.

To view attachments associated with this item, please click on the link below and look under "additional documents". Copies of attachments are also available in the clerk's office: <http://www.monocounty.ca.gov/bos/event/board-supervisors-64>

Action: Consider for potential adoption proposed Resolution R14-57, adopting and approving a memorandum of understanding between the County and the Mono County Paramedic Rescue Association and revised personnel rules (system) applicable to employees in positions represented by said Association. Provide any desired direction to staff.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

R14-57

Jim Leddy:

- Explained item before the board; this is a ratification to the MOU.
- This contract holds in place the fiscal discipline established previously.
- Thanked Lynda Salcido, Rob DeForrest and various Paramedic Association members and Supervisor Fesko.

Supervisor Fesko:

- This was not easy for the county; not easy for paramedics. Thanked everyone for stepping up to the plate. This is a very important program.

Supervisor Johnston:

- Seconded Supervisor Johnston's comments; feels this is an exceptional outcome. Will hopefully allow us to continue this service.

Supervisor Stump:

- As we move down the road would appreciate a program extension in the Tri-Valley. Feels this area is neglected. Still appreciates efforts.

Supervisor Hunt:

- Thanked everyone; especially Paramedics for their sacrifices.

Supervisor Alpers:

- Public appreciates effort.

D. Proposed Amendment to Mono County Deputy Sheriff's Association MOU

Departments: County Administrator

(Jim Leddy and Marshall Rudolph) - Proposed resolution amending Mono County Deputy Sheriff's Association 2014-2017 MOU and rescind layoff notices issued to DSA members of September 16, 2014.

Action: Adopt proposed resolution #R14-58, amending Mono County Deputy Sheriff's Association 2014-2017 MOU and rescind layoff notices issued to DSA members of September 16, 2014.

Stump moved; Hunt seconded

Vote: 5 yes; 0 no

Note

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R14-58

Jim Leddy:

- This is not a ratification, this is an amendment.
- Came up with concession that will delay/put off layoffs. Delaying step increases; move asset forfeiture funds around; reduce Sheriff's motor pool costs; DSA has agreed to a 40 hour furlough to be taken by July 1st.
- Thanked both Sheriff Obenberger and Sheriff-Elect Braun.
- Thanked Seth Clark and members of the team and County Counsel; Leslie, etc.

Supervisor Stump:

- Are there any of these four steps that can be continued? Would those require additional amendments?

Supervisor Fesko:

- For MCPE, there is two years of furlough proposed?
- Commended DSA for stepping up and looking out for two layoff positions.

Supervisor Hunt:

- Agrees with Supervisor Fesko.

E. Ratification of MOU for MCPE bargaining unit

Departments: County Administrator's Office

(Jim Leddy and Marshall Rudolph) - Proposed Resolution adopting and approving a memorandum of understanding between the County and Local 39, the exclusively recognized employee organization representing the Mono County Public Employees (MCPE) bargaining unit, and rescinding certain layoffs of employees in the MCPE bargaining unit.

To view attachments associated with this item, please click on the link below and look under "additional documents". Copies of attachments are also available in the clerk's office: <http://www.monocounty.ca.gov/bos/event/board-supervisors-64>

Action: Adopt proposed resolution #R14-59, adopting and approving a memorandum of understanding between the County and Local 39, the exclusively recognized employee organization representing the Mono County Public Employees (MCPE) bargaining unit, and rescinding certain layoffs of employees in the MCPE bargaining unit.

Stump moved; Alpers seconded

Vote: 5 yes; 0 no

R14-59

Jim Leddy:

- Explained contract before the board; reflects concessions in first two years with increases in the last two years.
- Explained terms, length.
- Explained mandatory and voluntary furlough hours.
- Thanked all employees.

Supervisor Stump:

- Asked about changed resolution?
- MCPE folks have been hammered the hardest; appreciates everyone stepping up.
- Saying thank you only goes so far; if you are sincere it can make a difference.

Supervisor Fesko:

- Asked about irrevocable voluntary hours – are those in hand?

Note

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- Echoes what all Supervisors have said; this hasn't been easy.
- He's sorry that MCPE had to take the brunt of this.

Supervisor Hunt:

- This is a big deal; it may seem rushed this morning, but a lot of work and time has gone into this.
- Thanked staff.
- We're coming out of bad economic period, we've reached a low point and hopefully this is it. Hopefully we can look forward to positive changes ahead with economic upturn.

Supervisor Alpers:

- This is the most professional and transparent and carefully thought out negotiations in MCPE that he's seen.
- It is efforts like that that make him proud to be a Mono County employee.

Supervisor Johnston:

- He will support motion; believes this could have been achieved without the threat of layoffs.
- Read some blogs in the Sierra Wave – there were a lot of derogatory statements about public employees.

Marshall Rudolph:

- Last section of section 2 is the only thing that's different.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Conference with Real Property Negotiators

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice. Agency negotiators: Tony Dublino, Stacey Simon, and Jim Leddy. Negotiating parties: Mono County and LADWP. Under negotiation: Price and terms of sale.

C. Closed Session - Conference with Real Property Negotiators

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

Note

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D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Russel Covington et al., v. Great Basin Unified Air Pollution Control District et al. (Mono County as Real Party in Interest).

REGULAR AFTERNOON SESSION COMMENCES AT 1:30 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. REGULAR AGENDA - AFTERNOON

A. Motor Pool Fleet Reduction

Departments: Public Works - Motor Pool

(Jeff Walters) - Presentation on the current Mono County vehicle fleet as follow up to Board workshop discussion on size and efficiency.

Action: None.

Jeff Walters:

- Explained item.
- Looking into possibility of any potential garage space in Mammoth; MMSA may be able to work out an arrangement where maybe we can borrow or use lifts; still up in the air.
- Proposed fleet reduction (referred to sheet he handed out, which will be posted on the web).
- Also sent email out to all Department Heads to look into their current fleets.
- Higher MPG/hybrid cars usually don't have four wheel drive, but they can be looked into.

Supervisor Johnston:

- Mentioned that ESTA has a maintenance yard in Mammoth, Jeff will look into this.
- 280 employees and 155 vehicles, seems like a lot.
- There are certain employees that take cars home that may not need to (building official for a potential emergency call out).
- Training/travel cars – could we purchase high MPG vehicles, hybrids, that might be good for this purpose?

Supervisor Stump:

- Questions about pool cars, any changes?
- Supports increasing pool cars by one in North county as overall fleet is being reduced.
- Thinks cars need to be kept in the county. He recognizes a lot of changes already.
- Feels we should keep working toward small fleet standardization.
- Encourages Sheriff's to look at Interceptors, for those that can fit.
- For new Sheriff – looking at list, seeing where they are from and where they park their cars. Doesn't support Sheriff's subsidizing their commute times.
- Advantage to Chairman Johnston bringing this up is that everyone is finally getting the point; not taking county cars for granted.
- Discussion about Tamara's commute. She uses it for Victim/Witness program in D.A.'s office.

Supervisor Fesko:

- Thanked him and staff for efforts and for continually bringing back better information
- All of this is dependent on task person in Department is doing.
- Feels the drop since 2010 has been significant.

Note

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- Thinks Jeff is headed in the right direction.
- Voiced own concern about Sheriff's hours and driving times.

Supervisor Hunt:

- Complimented Jeff and his staff of the direction this is headed.
- He thinks of this more as a global issue than a transportation issues; getting more cars off the road altogether is key.

Supervisor Alpers:

- Echoes that we're going in the right direction; going from 180 down to 155 is a positive move.

Jim Leddy:

- Asked for clarity of direction; impacts two union employees.

Tim Kendall, DA:

- Tamara's commute has been discussed; gave explanation of Tamara's current vehicle use.
- He was told not to make any decisions before MCPE MOU was approved; his department will fall in line with whatever board wants to do. It will have a negative impact on his office and her job. But he doesn't want to make her a target either.
- The maintenance and gas for this car are covered by a grant.

Marshall Rudolph:

- Through the meet and confer process, the issues associated with Tamar's commute can be addressed.

B. Motor Pool - Sale of Surplus Vehicles to Special Districts

Departments: Public Works

(Jeff Walters) - Surplus vehicle offer to Special Districts request.

Action: 1. Receive staff report regarding request from Antelope Valley Fire Protection District to purchase a surplus 2009 Ford Expedition (unit 0746) from Mono County for \$1.00; a request from the Chalfant Valley Fire Department to purchase a surplus 2008 Ford Expedition (unit 0717) from Mono County for \$1.00; and a request from Southern Mono Healthcare District to purchase a surplus 2009 Ford Expedition (unit 0745) from Mono County for \$1.00; 2. Find that the 2009 Ford Expedition (unit 0746, VIN 1FMFU165529EB03956) is in good condition but is excess and/or unneeded property; 3. Find that the 2008 Ford Expedition (unit 0717, VIN 1FMFU16588LA65109) is in good condition but is excess and/or unneeded property; 4. Find that the 2009 Ford Expedition (unit 0745, VIN 1FMFU16549EB03957) is in good condition but is excess and/or unneeded property; 5. Authorize Public Works Director to prepare, process, and execute applicable documents on behalf of Mono County to transfer ownership of unit 0746 to the Antelope Valley Fire Protection District, unit 0717 to the Chalfant Fire Protection District, and unit 0745 to the Southern Mono Healthcare District.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

M14-196

Jeff Walters:

- There is an auction through an auction house in Reno, which has been getting us a good return.
- Explained cars currently on auction list.

Note

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Supervisor Stump:

- He supports the transfer of vehicles, as requested, to the special districts.
- We're doing this for these special districts so that it will benefit our citizens by having enhanced emergency capability and reliability.

Supervisor Fesko:

- If we want to give away a vehicle, can we?
- He supports transfer of cars to special districts.

Supervisor Hunt:

- This is something we can do for these districts.

Supervisor Johnston:

- We're subsidizing external agencies by giving them vehicles? Why don't we sell these to them for \$6,000 each?

Marshall Rudolph:

- We don't actually have to "sell" it for an amount; this just helps with the bill of sale, paper trail, etc.

C. Discussion with Department of Fish and Wildlife, Patrol Lieutenant Bill Dailey

Departments: Economic Development

(Jeff Simpson and Patrol Lieutenant Bill Dailey, Department of Fish and Wildlife)

- Per the request of the Board at the September 9th 2014 regular meeting, Lieutenant Bill Dailey from the Department of Fish and Game will be in attendance to answer questions and address concerns regarding the Fish and Game Fine Fund expenditure request of \$5,070.00 for three Swarovski STS 65mm HD Spotting Scopes with 20-60 zoom eye piece and iPhone adaptor.

Action: Approve request from September 3rd meeting regarding the \$5,070 expenditure from the Fish and Game Fine Fund for the purchase of three Swarovski STS 65mm HD Spotting Scopes with 20-60 zoom eye piece and iPhone adaptor.

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

M14-197

Jeff Simpson:

- Reminded Board what this item is requesting.
- Introduced Patrol Lt. Bill Dailey here to speak to the board.

Bill Dailey, Patrol Lieutenant with Dept. of Fish and Wildlife:

- Gave background on his squad and the miles they cover.
- Their job is education, not writing tickets.
- Explained that the scopes purchased would only be for officers in Mono County.
- The money for this request is to come out of the fish fine fund.

Supervisor Hunt:

- Thanked him for coming in; reinforced his support for the purchase of the scopes.
- There are a lot of issues to address; ongoing issues.
- Fish and Game should be more responsive to our particular region.

Supervisor Alpers:

- Discussion about fish, purchasing of fish, etc.
- We need to give the men the tools they need to do their jobs.

Supervisor Fesko:

- He's on the fence with this; he thinks this is a state problem.
- He's supportive of this purchase; doesn't feel that the bigger issues are the Lieutenant's problem.

Note

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Supervisor Stump:

- Not directed at him or the folks.
- The current PILT amount owed to our County is ¾ million dollars.
- He has problem with agency's lack of taking responsibility to meet legal obligation and then having Fish and Game come to us for money for tools.
- We feel impact from the PILT issue; the Fish and Game need to be more sensitive to the Mountain Lion issues.

Supervisor Johnston:

- Also echoed how much Fish and Game owes us.
- Notice of Determination for Negative Declarations: why do we have to pay a fee to you?
- He did thank him for the efforts and protection he and team provide. Asked if there is anything else the County can be doing?

D. Eastern Sierra Recreation Collaborative

Departments: Board of Supervisors

(John Wentworth, Mammoth Lakes Town Councilman) - Workshop regarding regional collaboration on recreation issues during the Inyo Forest Plan Update/Revision (requested by Supervisor Hunt).

Action: None.

Supervisor Hunt:

- Introduced item.
- All about regional collaboration on recreation issues during Inyo Forest Plan Revision process.
- Introduced John Wentworth and Dana Stroud (appearing in Mammoth).

John Wentworth:

- Explained the concept behind the Eastern Sierra Collaborative.
- Mentioned that Inyo County BOS is very supportive of this idea.
- They are looking for support and feedback; they will keep reporting back to the Board on key processes.
- Asked Board to spread good words and support. This is a good opportunity to unify our voice.
- The collaborative will do its thing and produce things; the county should jump in and participate and collaborate as appropriate.

Danna Stroud:

- The Sierra Nevada Conservancy is providing some important support for this effort.
- They recognize that recreation is a large part of this region's economy; collaboration is a must.

Scott Burns:

- Only thought is to get direction from Board to provide to staff.
- Keep board apprised of collaboration of efforts?

Supervisor Alpers:

- He thanked John for coming and told him he appreciates his energy.
- Offered his cooperation and support.

Supervisor Hunt:

- Spoke of the history and background of this idea.
- More of a Regional approach as opposed to a Town of Mammoth Lakes approach.

Supervisor Stump:

- Priority one ought to be to craft a Unified Response to draw attention to the differences in East/West side for forest planning.

Supervisor Fesko:

- Asked what they are looking from for the Board specifically?

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Stacy Corless:

- Glad to hear that Board members appear supportive of this concept.

ADJOURN 3:42 p.m. in name of Judge Patrick Kyle Canfield who passed away in August. (Supervisor Alpers said a few words about the Judge).

ATTEST

LARRY K. JOHNSTON
CHAIRMAN

SHANNON KENDALL
SR. DEPUTY CLERK



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on October 14, 2014.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[10-14-14 Draft Mins](#)

History

Time	Who	Approval
10/15/2014 8:38 AM	County Administrative Office	Yes
10/15/2014 8:58 AM	County Counsel	Yes
10/15/2014 9:14 AM	Finance	Yes



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

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

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

**Regular Meeting
October 14, 2014**

Flash Drive	#1009
Minute Orders	M14-198 to M14-200
Resolutions	R14-60- to R14-62
Ordinance	Ord14-05 NOT USED

9:02 AM Meeting called to order by Chairman Larry Johnston.

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

Pledge of Allegiance led by Supervisor Hunt.

*Break: 10:25 a.m.
Reconvene: 10:35 a.m.
Lunch/Closed Session: 12:05 p.m.
Adjourn: 1:08 p.m.*

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Joe Parrino:

- Here to complain with selection of Grand Jury.
- Feels the county is looking at a lawsuit with the Grand Jury as it is now.
- Marshall Rudolph: The Grand Jury is appointed by the Presiding Judge of the Superior Court, Stan Eller. The Board of Supervisors have nothing to do with it.

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2. APPROVAL OF MINUTES - NONE

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- Tuesday after meeting, June Lake CAC meeting. Garrett Higerd spent evening answering questions about June Lake Streets Project, thanked him. Thanked Community Development staff also for being there to discuss the 395 Corridor Plan.
- Wednesday, attended Mono Basin RPAC – Mono City speed limit issue brought up; Jeff Walters did good job of answering questions.
- Friday evening – attended Tom Hallenbeck's retirement dinner. Mono County was only jurisdiction to attend and to recognize him with a resolution.

Supervisor Fesko:

- Thanked Public Works for getting swamp coolers fixed at Senior Center and the Antelope Valley Community Center.
- Last weekend, the businesses were packed; lots of people on the road.

Supervisor Hunt:

- No report this week; been experiencing the brilliant fall colors.

Supervisor Johnston:

- Attended Southern California Energy Summit last Friday – keynote address on how things are going in California; panel discussion concerning going beyond the 33% renewable portfolios; panel discussion regarding desert renewable energy plan – would like CDD to look at implications for Mono County. Presentation on Prop. 39; JB Straubel, Co-Founder of Telsa made a presentation discussing goals and objectives.

Supervisor Stump:

- Next week there will be an adjourned meeting in Chalfant. He's requested that we meet at 5:45 to take tour of Chalfant Park – asked it to be agendaized so all board members can participate. This issue could be transitioning to Risk Management issue.
- Attended Swall Meadows meeting – ongoing right of way issue. This has gone on for eight months. Believes they've come to an accord, appreciates county staff assistance.
- Attended Land Development Technical Advisory Committee meeting – discussion of design plans.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- North county employee roundtable meeting on Thursday; now moved to second Tuesday of the month; South county employee roundtable coming up this Thursday in Mammoth at 8:00 a.m.
- Discussion about Monkey Survey being collected.
- Went to Election Equipment vendors in the Bay Area; all equipment checks out. It was an excuse to see the colors over Sonora Pass.

6. DEPARTMENT/COMMISSION REPORTS

Joe Blanchard:

- Update on Memorial Hall ADA bathrooms; went out to bid and received no bids. We have \$27,000 HAVA grant to spend by December.

Note

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- Supervisor Stump: - can you buy necessary materials with the money? Maybe buy materials and do work later?
- This will need to be done with our own staff.

7. CONSENT AGENDA

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

A. Potential Lease of Communications Tower Site

Departments: CAO / County Counsel

Request to lease Conway Summit cell tower site.

Action: Direct staff to offer to the public the Lease of the Conway Summit cell tower site for no more than \$10,000 per month, for a duration not exceeding 10 years, for a purpose of maintaining a communications tower, or as determined by the Board. Authorize CAO to execute a lease of the property after achieving compliance with Mono County Code Section 3.05.030.

Stump moved; Fesko seconded

Vote: 5 yes; 0 no

M14-198

Pulled by Supervisor Stump:

- He feels putting these out to bid instead of just renewing them is a good idea.
- It's a good thing to encourage potential competition.

John Vallejo:

- Government code requires certain bidding provisions; this way allows us to not have to jump through so many hoops.

Supervisor Fesko:

- Asked questions about lease.

B. Appointment of New Member to the Mono County Child Care Council

Departments: Board of Supervisors

The Mono County Child Care Planning Council (MCCCC) would like to appoint a new member to its Council. The new member will be Molly DesBaillets for a two year term. This item is being sponsored by Chairman Larry K. Johnston.

Action: Appoint Molly DesBaillets to the Mono County Child Care Planning Council for a two year term beginning 11/1/2014 and expiring 10/31/2016.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

M14-199

C. Employment Agreement of Bob Musil as Mono County Clerk-Recorder

Departments: County Administrator's Office/Human Resources

Proposed resolution approving a contract with Bob Musil as Clerk Recorder and prescribing the compensation, appointment and conditions of said employment.

Action: Approve Resolution #R14-60, approving an employment agreement with Bob Musil and prescribing the compensation, appointment and conditions of said

Note

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employment. Authorize the Board Chairman to execute said contract on behalf of the County.

Johnston moved; Hunt seconded

Vote: 5 yes; 0 no

R14-60

Pulled by Supervisor Johnston:

- Thanked Bob for stepping up.
- Mentioned the savings on this contract.

Supervisor Fesko:

- Originally didn't vote yes but since the interview the issues have been resolved.
- Doesn't agree with the dollar amount, however.

D. Employment Agreement of Shannon Kendall as Assistant Mono County Clerk-Recorder-Registrar of Voters

Departments: County Administrator/Human Resources

Proposed resolution approving a contract with Shannon Kendall as Assistant Clerk-Recorder-Registrar of Voters, and prescribing the compensation, appointment and conditions of said employment.

Action: Approve Resolution #R14-61, approving an employment agreement with Shannon Kendall and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Stump moved; Fesko seconded

Vote: 5 yes; 0 no

R14-61

Pulled by Supervisor Fesko:

- Thinks Shannon will be good in this position, doesn't agree with the salary.

Supervisor Stump:

- Pointed out the salary savings.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. D&S Waste Removal, Inc.

Correspondence dated September 24, 2014 from Darrol J. Brown, President of D&S Waste Removal, Inc. regarding a request to lower the Exported Waste Fee to offset what they pay Lockwood Regional Landfill.

Kevin Brown (D&S Waste Removal):

- Gave explanation of correspondence sent to Board and the fee they are asking to be lowered.
- \$74.50 per ton to \$61.90 per ton.

Supervisor Stump:

- Tony answered a lot of the questions he had but he'd like to hear from Tony on whether or not the board should pursue it.
- Does Tony feel he has enough data to forecast enterprise fund?

Note

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Supervisor Johnston:

- No action proposed for today however since it's on the agenda now, discussion can occur.
- He'd like a staff report and further discussion.
- Consensus is to agendize this.

Tony Dublino:

- This topic is something D&S has been discussing with him for a long time.
- He feels he has enough information to get this agendized.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Digital 395 Update & Recognition

Departments: Information Technology

(Nate Greenberg) - 1. Provide the Board with an update on the status of Digital 395. 2. Recognize and thank staff and members of the community who contributed to the success of Digital 395.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

Action: NONE. Informal Motion.

Nate Greenberg:

- Here to discuss where we're at and where we're going.
- He doesn't think we'd be where we are with this project without all the people involved.
- There are some people that he may have forgotten to thank and/or give resolutions to.
- Explained different phases of project and thanked various people and departments.
- Nate read the resolution out loud and thanked everyone.

POWER POINT:

- Digital 395 Middle Mile Status
 - Construction complete
 - Network online
 - Service is reliable, fast
- Network Connectivity
 - All planned County & Town sites online
 - Network expansion
- California Broadband Co-Op Board Update
- Last Mile Projects & Service Availability
 - Current state of affairs
 - 12 month outlook
- Provider Summary
- Broadband Governance
- Leveraging Example: County Phone System
- Economic Development Efforts
- Other Programs and Projects
- Questions?
- Thanked Board and Jim Leddy for their support.

Supervisor Johnston:

- Nate didn't get a resolution and it's obvious he was a key player in the process; the Board will present a formal resolution later.

Note

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

- This is a big deal and a huge thing for the Eastern Sierra. Repercussions of this will echo into the future.
- Also recognized Supervisor Hazard; he was a champion of this for many years.
- Asked about free wi-fi in Mammoth.

Supervisor Stump:

- Nate was the keystone in this project; he joined the arches and sewed them together.
- Asked Ron Day to say a few words; apologized that he wasn't invited to previous recognition ceremony.
- As an analogy: we have a huge hose and we're improving the pumps at each end.

Supervisor Fesko:

- Asked what happens to Digital 395 when the power goes out?
- Having back-ups in the county is a priority; where is the money going to come from for all this?

Danna Stroud:

- Echoes sentiment of the Board as it relates to Nate's leadership. He will also play a key role, as will everyone else, in how we utilize Digital 395.
- This is a great gift that's been provided; we just need to use it.

Ron Day:

- Agrees with everyone that's been said.
- Thanked Nate for his leadership.

B. Review of Snow Removal Policies, Procedures and Priorities

Departments: Public Works

(Jeff Walters) - Each year the Roads Division of Public Works provides the Board of Supervisors for their review a list of the snow removal policies, procedures and priorities for county-maintained roads.

Action: Adopt Resolution No. R14-62, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures and Priorities for County-Maintained Roads."

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

R14-62

Jeff Walters:

- Mentioned maps handed out; let him know if a particular one is needed in a blown up version.
- Explained item and request before the board.
- Noted a few specific roads and their current priorities (Virginia Lakes Road for example).
- Gave update on current staff levels and vacancies needing to be filled.
- Asked about liability issues concerning closing roads due to potential for avalanches.

Supervisor Fesko:

- Discussion about priority number for Virginal Lakes Road.

Supervisor Stump:

- Feels Jeff's staff needs to be able to remain flexible.
- Asked about current staffing levels.
- Asked about Forest Service avalanche forecasting; concerned about people's safety if this isn't done.
- Asked about retaining woman in Inyo County if it were to become necessary.

Leslie Chapman:

- Money can be moved out of contingency with a 4/5 vote if that is what the board decides.

Note

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

C. Inyo-Mono IRWMP Phase II Plan Administrative Update

Departments: Community Development

(Brent Calloway, Mark Drew) - Presentation by Brent Calloway and Mark Drew regarding Inyo-Mono IRWMP Phase II Plan Administrative Update.

Action: Authorize staff to support approval of Phase II Plan update at October 22 meeting of Inyo-Mono IRWMP and provide any other desired direction to staff.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

M14-200

Brent Calloway:

POWER POINT (to be posted online):

Inyo-Mono IRWMP Phase II Plan Administrative Update

- Chapter 1: Development Process for the Inyo-Mono IRWM Program
- Chapter 2: Regional Description
- Chapter 3: Climate Change
- Chapter 4: Data Management
- Chapter 5: Governance
- Chapter 6: Outreach and Engagement
- Chapter 7: Objectives and Resource Management Strategies
- Chapter 8: Coordination
- Chapter 9: Finance
- Chapter 10: Needs Assessment and Capacity Building
- Chapter 11: Land Use and Water Planning Documents Integration
- Chapter 12: Plan Implementation, Impacts and Benefits, and Performance Monitoring
- Chapter 13: Project Review Process
- Chapter 14: Inyo-Mono Phase II Projects
- More information available online.
- Stated the recommended action for today.

Dr. Mark Drew:

POWERPOINT:

CA Integrated Regional Water Management and the Inyo-Mono Integrated Regional Water Management Program

- DVR handed out to be kept with file folder for today.
- IRWMPs: A Roadmap to Managing Water Resources
- Background Funding: Proposition 50 and 84
- IRWMPs Continued
- IRWM Programs are as much about building relationships as managing resources
- The Inyo-Mono IRWMP: People and Places
- The Inyo-Mono Program Timeline
- 2013-2014 Accomplishments
- Moving Forward
- Request of the Board
- Inyo-Mono IRWM Program Staff

Supervisor Johnston:

- Realizes he didn't get off to a great start with the Board but appreciates his determination.

Supervisor Alpers:

- Asked about the approval process and what the Board is being asked to approve today.

Note

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

Supervisor Hunt:

- The consensus process Mark Drew has developed amazes him.

Supervisor Stump:

- Has concern about recent groundwater legislation, do we have two trains going down different tracks?
- Asked about individuals needing deeper wells, for example?
- CalTrout seems to have become a Political Activist Organization – has concern about objectivity when an organization is actively pursuing the types of legislation it's pursuing.

Supervisor Fesko:

- Agrees that we need to stay vigilant with questioning; overall he feels they've done a good job.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Stacy Corless:

- Eastern Sierra Recreation Collaborative kick off meeting at college this evening.

11. CLOSED SESSION

There was nothing to report out of closed session.

A. Closed Session--Human Resources

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

B. Closed Session - Conference With Legal Counsel

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

C. Closed Session - Employee Evaluation

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

D. Closed Session - Conference with Legal Counsel

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

E. Conference with Real Property Negotiators

Note

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice Valley Landfill. Agency negotiators: Tony Dublino, Stacey Simon, and Jim Leddy. Negotiating parties: LADWP and Mono County. Under negotiation: price and terms of payment.

F. Closed Session - Conference with Legal Counsel

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

13. REGULAR AGENDA AFTERNOON- NONE

ADJOURN 1:08 p.m.

ATTEST

LARRY K. JOHNSTON
CHAIRMAN

SHANNON KENDALL
SR. DEPUTY CLERK

Note

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Finance

TIME REQUIRED

SUBJECT Out-of-State Travel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Out-of-State travel to attend the TriTech User Conference (ambulance billing software).

RECOMMENDED ACTION:

Approve and authorize out-of-state travel for Penny Galvin to travel to Rio Rico, Arizona to attend the TriTech User Conference (ambulance billing software) and satisfying eleven (11) hours of mandatory continuing education units.

FISCAL IMPACT:

The total anticipated cost is \$1,344.00 or less and includes class registration, airline fare, car rental, hotel and per diem.

CONTACT NAME: Roberta Reed

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Conference Information](#)

History

Time	Who	Approval
9/22/2014 9:56 AM	County Administrative Office	Yes
10/14/2014 10:20 AM	County Counsel	Yes
9/22/2014 9:26 AM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

Vacant
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

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

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

MEMORANDUM

TO: Honorable Board of Supervisors
FROM: Roberta Reed, Assistant Finance Director
DATE: October 21, 2014
SUBJECT: Out-of-State Travel

RECOMMENDED ACTION:

Approve and authorize out-of-state travel for Penny Galvin to travel to Rio Rico, Arizona to attend the TriTech User Conference (ambulance billing software) and satisfying eleven (11) hours of mandatory continuing education units.

BACKGROUND DISCUSSION:

During FY 2013-14 the Treasurer's Division of the Finance Department took over the complete billing for all paramedic units and implemented the use of TriTech Billing software. This training in Arizona is the closest training site to Mono County for the specific software the County uses and provides very specific training in the areas of coding, report generation, system setup to name a few. This class has also been certified to provide eleven (11) hours of continuing education units. To be a medical biller requires twelve (12) hours of continuing education each calendar year.

The proposed travel includes flying from Reno, NV to Tuscon, AZ, renting a car and traveling to Rio Rico for this class. This is a two day class and with three (3) night hotel stay which could be shortened depending of flight availability on the final day of class. This training was anticipated in the travel budget.

FISCAL IMPACT:

The total anticipated cost is \$1,344.00 or less and includes class registration, airline fare, car rental, hotel and per diem.



Billing User Group Training Details

2014 Group Training for Respond / TriTech.com Billing Software

Share this [Twitter](#) [Facebook](#) [LinkedIn](#)

March 11-12, 2014, Augusta GA

(Sorry, event has ended)

July 22 - 23, 2014, Searcy, AR

Registration Deadline: June 23, 2014

Training Location: Northstar EMS, 1701 E BEEBE CAPPS EXPY, Searcy, AR 72143-6897

Host: Northstar EMS, Crystal Eversole, 501-268-1110, crystale@northstarems.us

Hotel Recommendations:

The La Quinta Inn & Suites
504 North Poplar Street, Searcy, AR
Hotel Phone: 501-278-4200
\$94.00 rates do not include tax

Holiday Inn Express & Suites
3660 Ferren Trail, Searcy, AR
Hotel Phone: 501-279-9991
\$107 - \$143 rates do not include tax

Comfort Inn Suites
209 South Poplar, Searcy, AR
Hotel Phone: 501-278-9922
\$104-\$109 rates do not include tax

August 27 - 28, 2014, Houghton Lake, MI

Registration Deadline: July 27, 2014

Training Location: Houghton Lake Ambulance, 214 Health Parkway, Houghton Lake, MI 48629

Hotel: Comfort Suites Lakeside, 100 Clearview Dr. Houghton Lake, MI 48629

Hotel Phone: 989 422-4000; Hotel Website

Host: Houghton Lake Ambulance, Sheila Blessing, 989-422-3312, sblessing@hlakeems.org

FOR MORE INFORMATION:

Brenda Taylor
brenda.taylor@tritech.com
Toll Free: (800) 537-3927 Ext: 4833
Direct: (563) 387-4833

Tyler Harman
tyler.harman@tritech.com
Toll Free: (800) 537-3927 Ext: 4830
Direct: (563) 387-4830

SAMPLE AGENDA

[Download PDF](#)

NAAC CEU CREDIT

These trainings have been approved by the National Academy of Ambulance Coding (NAAC) for 11.0 continuing education units; 11 NAAC CEUs up to trainer's discretion if attendee misses a portion of the training.

****TriTech retains the right to cancel training events 30 days prior to the event date if registrations are below the minimum required.****

Time	Topic
8:00 - 8:30	Registration Welcome-Introductions-Objectives
8:30 - 9:00	TRITECH Website - How to find your way
9:00 - 10:15	Codes <ul style="list-style-type: none"> ▪ Critical: Credit, Charge, Payor, Location, and Reason ▪ How and why to use defaults ▪ Basic: Alerts, Caller, Company, Denial, Employer, Level of Care, Medical Personnel, Medications, Narrative, Procedures, Staff, ▪ Statistics, Units, Urgency, and Zone
10:15 - 10:30	<i>Break</i>
10:30 - 11:30	Schedules - Introduction <ul style="list-style-type: none"> ▪ Basic Structure ▪ Tie-in of Event Codes, Form Codes, and Message Codes ▪ Basic Schedules / Primary Schedules / Notice Schedules ▪ Schedules Activity as a group
11:30 - 11:45	Q and A Time
11:45-1:00	Lunch
1:00 - 2:00	System Setup <ul style="list-style-type: none"> ▪ Database System Setup ▪ Call and Patient types - discussion- how many should you have ▪ Directory System Setup ▪ Code Setup
2:00 - 2:15	<i>Break</i>
2:15 - 3:15	DATA ENTRY REVIEW <ul style="list-style-type: none"> ▪ Call Entry ▪ Patient Entry ▪ Save Grid Settings ▪ Hot keys and Special Billing Scenarios ▪ Data Entry Activity - what's wrong with this claim?
3:15 - 3:30	<i>Break</i>
3:30 - 4:00	Automated Billing/Paper and Electronic <ul style="list-style-type: none"> ▪ Order of printing forms ▪ Reprinting, regenerating ▪ Single print?

Time	Topic
8:30 – 9:30	Hot Topics – Industry news and EMS Changes Thru Time
9:30 – 10:15	Payment Data Entry (Refer to Data Entry Tab) <ul style="list-style-type: none"> ▪ Individual Payment Posting – <i>Credits Tab</i> ▪ Batch Credits – Settings that can be replicated ▪ Moving Calls to the next logical "Current Payor" ACTIVITY: How can we enter Payments per Charge
10:15 – 10:30	<i>Break</i>
10:30 – 10:45	Balancing From Month to Month <ul style="list-style-type: none"> ▪ Reports Involved <ul style="list-style-type: none"> ○ Aging Report ○ Charge Report ○ Credit Report
10:45 – 11:00	System Integrity How to run this utility and Why
11:00 – 12:00	Reports <ul style="list-style-type: none"> ▪ Basic Reports: Call Report, Credit Report and Charge Report ▪ Event History Report – what happened while I was out ▪ Code Analysis ▪ Activity – how many dollars did I collect from trips to XYZ Hospital? Aging Report – what does it really mean?
12:00 – 1:00	Lunch
1:00 – 2:00	EZ Review <ul style="list-style-type: none"> ▪ What are it's uses ▪ Common parameters
2:00 – 2:15	<i>Break</i>
2:15 – 4:00	Sneak Peak at Optional Modules <ul style="list-style-type: none"> ▪ Update Schedule Event Utility ▪ Task Scheduler ▪ Archive / Purge ▪ Contract Write-off Poster ▪ What Are Denial Codes? ▪ Q and A

Cancelled**September 9-10, 2014, Carbondale, PA**

Registration Deadline: August 11, 2014

Training Location: Cottage Hose Ambulance Corps, Inc., 2 Greenfield Rd, Carbondale, PA 18407

Hotel: Best Western, 25 South Main St., Carbondale, PA 18407

Hotel Front Desk: 800-780-7234; Hotel website

Room Rate and Block: under "TriTech User Group" at rate of \$99 per person (\$5 additional for more than two people per room).

Host: Cottage Hose Ambulance Corps, Inc, Jeanne Soblesky, 570-281-9776, chaci@echoes.net

October 21-22, 2014, Waterloo, IL

Registration Deadline: September 19, 2014

Training Location: Monroe County Ambulance 901 Illinois Ave, Waterloo, IL 62298-1518

Hotel: Hampton Inn, 165 Admiral Trost Rd, Columbia IL 62236

Hotel Front Desk: 618-281-9000; Reservation link

Room Rate and Block: under "Monroe County Ambulance" at rate of \$93 to \$109 depending on reservation type

Note: Hotel is located in a town approximately 10 miles north of the training site. Traveling south on State Rt 3 from I-255 it will be on the west hand side of the highway. To get to the training from there you will go south on State Rt 3, travel approximately 10 miles to Illinois Ave. to the Monroe County Annex Building, also on the west side of highway.

Host: Monroe County Ambulance, Gale Branson, 618-939-6175, sgbranson@yahoo.com

November 5-6, 2014, Rio Rico, AZ

Registration Deadline: October 6, 2014

Training Location: Rio Rico Fire District, 822 Pendelton Dr, Station 3, Rio Rico, AZ 85648

Host: Rio Rico Fire District, Ruth Hardwick, rhardwick@rioricofire.org, 520-761-0107

Hotel Recommendations:

Best Western Inn

111 S La Canada Drive

Green Valley, AZ. 85614

Hotel Phone: 520-625-2250

please contact Brenda Holbrook at (520)398-2255 Ext. 7201 to a reserve room

arthursbestwestern@yahoo.com

Rate: 2 queen beds \$60.00 plus tax; 1 king \$60.00 plus tax

Complimentary breakfast included

28 miles from training site

Esplendor Resort at Rio Rico

1069 Camino Caralampi
Rio Rico, AZ 85648
(520)377-7351
sandra.davila@esplendor-resort.com
Rate: 1 Single bed \$65.00 plus tax; 2 Double beds \$75.00 plus
tax
Complimentary breakfast included
1.5 miles from training site

Comfort Inn & Suites
90 W Esperanza
Green Valley, AZ 85614
(520)399-3736
Comfortinn.gv@gmail.com
Rate: 1 Single bed \$68.46 plus tax; 2 Double beds \$78.46 plus
tax
10% discount with Arizona Family Restaurant next door
28 miles from training site



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Risk Management, County Counsel

TIME REQUIRED

SUBJECT Health Insurance Portability and
Accountability Act (HIPAA)
Resolution

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Resolution Updating the Appointment of Privacy and Security Officers for the County and Recognizing the Information Technology Department as an Internal Business Associate of the HIPAA-Covered Components of the County.

RECOMMENDED ACTION:

Adopt proposed resolution #r14-_____, updating the Appointment of Privacy and Security Officers for the County and Recognizing the Information Technology Department as an Internal Business Associate of the HIPAA-Covered Components of the County.. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-932-5418 or 760-924-1704 / ssimon@mono.ca.gov

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

SEND COPIES TO:

Sarah Messerlian

Nate Greenberg

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Proposed Resolution](#)

History

Time	Who	Approval
10/15/2014 8:38 AM	County Administrative Office	Yes
10/14/2014 10:23 AM	County Counsel	Yes
10/14/2014 10:29 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputies
Christian Milovich
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Legal Assistant
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: October 21, 2014

Re: Resolution Updating the Appointment of Privacy and Security Officers for the County and Recognizing the Information Technology Department as an Internal Business Associate of the HIPAA-Covered Components of the County

Recommendation

Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact

None.

Discussion

This is a necessary housekeeping action to ensure the County's ongoing compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act. In this staff report, HIPAA and the HITECH Act (and their implementing regulations) are collectively referred to as HIPAA.

HIPAA requires that agencies that act as health care providers, health care plans, or health care clearing houses (or that, like the County, have departments that perform these functions) designate a person or persons to serve as a "Privacy Officer" and a "Security Officer" for HIPAA purposes. Mono County's Behavioral Health, Paramedic, and Public Health Departments are health care providers within the meaning of HIPAA. In addition, certain County departments qualify as health plans under HIPAA (the County's Medi-Cal Mental Health Plan and/or self-insured dental plan). Departments performing these functions are referred to as "HIPAA-covered departments."

HIPAA also requires that any *non*-HIPAA-covered department which may come into contact with personally-identifiable health information (PHI) in the course of providing services to the County's HIPAA-covered departments be identified by the agency and subject to certain privacy and security requirements.

When HIPAA initially took effect, the County (via Board Resolution R03-026) made the required designations. However, as time has passed, changes in the organizational structure of the County, and in the law itself, require that those prior designations be updated.

Accordingly, the proposed resolution would designate the Risk Manager as the Privacy Officer under HIPAA, would designate the Information Technology Director as the Security Officer under HIPAA, and would recognize the Information Technology Department as a department that may come into contact with PHI in the course of providing services to HIPAA-covered departments within the County. Resolution R03-026, would remain in effect to the extent it is not superseded by the proposed resolution.

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



R14-__

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF MONO UPDATING THE APPOINTMENT OF
PRIVACY AND SECURITY OFFICERS FOR THE COUNTY
AND RECOGNIZING THE INFORMATION TECHNOLOGY DEPARTMENT
AS AN INTERNAL BUSINESS ASSOCIATE OF THE HIPAA-COVERED
COMPONENTS OF THE COUNTY**

WHEREAS, regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) in 2002 set forth privacy requirements for personally identifiable health information (“PHI”) which are applicable to health plans, health care providers, and health care clearinghouses (“Covered Entities”) under HIPAA; and

WHEREAS, in 2009, Congress enacted the Health Information Technology for Economic and Clinical Health (“HITECH”) Act which, together with its accompanying regulations, modified HIPAA and its implementing regulations, by adding provisions related to the security of PHI. The HIPAA regulations, as modified by the HITECH Act, are hereinafter referred to as the “HIPAA Privacy and Security Rule” or the “Rule” (45 C.F.R Parts 160 and 164); and

WHEREAS, Mono County is a “hybrid” Covered Entity under the HIPAA Privacy and Security Rule (and Board Resolution R03-026) to the extent that it consists of departments (Paramedics, Public Health, and Mental Health) which are “providers of health care” and to the extent that it functions as a “health plan” with respect to its Medi-Cal Mental Health Local Plan and/or its self-insured dental benefits program; and

WHEREAS, Covered Entities must designate a “Privacy Officer” and a “Security Officer” responsible for developing and implementing the policies and procedures of the entity’s privacy and security compliance program under the HIPAA Privacy and Security Rule and for receiving inquiries and complaints related to privacy and security; and

WHEREAS, “hybrid” Covered Entities must additionally designate those components or departments of the agency that are Covered Entities (“Covered Components”) and those components or departments of the agency that, in the course of providing services to the Covered Components of the agency, may come into contact with PHI (“Internal Business Associates”); and

WHEREAS, the Board of Supervisors wishes to update its appointment of Privacy and Security Officers for the County and to recognize the Information Technology Department as an Internal Business Associate to the Covered Components of the County;

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

SECTION ONE: The Privacy Officer for the County of Mono shall be the County Risk Manager. The Privacy Officer may designate one or more County employees knowledgeable in the area of HIPAA privacy and/or from a Covered Component of the County to assist and advise him or her in performing the duties of Privacy Officer. This appointment shall replace and supersede any prior appointment of a Privacy Officer for the County of Mono.

SECTION TWO: The Security Officer for the County of Mono shall be the Information Technology Director. The Security Officer may designate one or more County employees knowledgeable in the area of HIPAA security and/or from a Covered Component of the County to

1 assist and advise him or her in performing the duties of Security Officer. This appointment shall
2 replace and supersede any prior appointment of a Security Officer for the County of Mono.

3 **SECTION THREE:** The Department of Information Technology is hereby added to the list of
4 departments of the County set forth in Section Two of Resolution R03-026, adopted by the Mono
5 County Board of Supervisors April 8, 2003, that provide (or may provide) services to Covered
6 Components of the County, to the extent that the Department provides (or may provide) technology
7 services to a Covered Component of the County and therefore come into contact with PHI.

8 **SECTION FOUR:** Resolution R03-026, shall remain in effect except to the extent replaced
9 and/or superseded by the provisions of this Resolution.

10 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2014, by the
11 following vote, to wit:

12 **AYES:**
13 **NOES:**
14 **ABSENT:**
15 **ABSTAIN:**

16 _____
17 Larry K. Johnston, Chairman
18 Mono County Board of Supervisors

19 ATTEST:

20 APPROVED AS TO FORM:

21 _____
22 Clerk of the Board

23 _____
24 County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Sierra Nevada Bighorn Sheep
Recovery Program at California
Department of Fish and Wildlife
Regarding Conway Ranch

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter dated October 14, 2014 regarding comments on the Conway Ranch Conservation Easement and Management Plan from The Sierra Nevada Bighorn Sheep Recovery Program at California Department of Fish and Wildlife. Also available for viewing in the clerk's office are several supporting documents cited in the comment letter.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[CDFW Ltr](#)

History

Time	Who	Approval
10/15/2014 1:03 PM	Clerk of the Board	Yes



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
407 W. Line Street
Bishop, CA 93514
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



October 14, 2014

Tony Dublino
Mono County
South County Offices
P.O. BOX 2415
Mammoth Lakes, CA 93546

MONO COUNTY DRAFT GRANT DEED OF CONSERVATION EASEMENT CONWAY AND MATTLY RANCHES [September 26, 2014 Draft]

Dear Mr. Dublino and Mono County Supervisors:

The Sierra Nevada Bighorn Sheep Recovery Program at California Department of Fish and Wildlife (CDFW) is submitting comments on the Draft Grant Deed of Conservation Easement Conway and Mattly Ranches (Conservation Easement) that was circulated by email September 26, 2014. As a trustee agency responsible for the State's fish and wildlife resources (California Fish and Game Code §711.1) CDFW has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and habitat necessary for biologically sustainable populations of such species. It is the goal and responsibility of CDFW to protect and maintain viable populations of fish and wildlife resources throughout the State.

The purpose of this letter is 1) to document our concern that grazing of domestic sheep or goats on Conway and Mattly ranches will likely prevent delisting of federally endangered Sierra Nevada bighorn sheep (hereafter Sierra bighorn), 2) to illustrate use of Conway and Mattly ranches by Sierra bighorn, 3) to request a change in the definition of "livestock grazing" in the Draft Conservation Easement, and 4) to request an annual meeting with Mono County and ESLT to discuss the annual Operation Plan before it is finalized.

Contact between bighorn and domestic sheep and goats typically causes fatal pneumonia in bighorn that can persist in populations for decades and cause large-scale population declines. The severe consequences of contact and the proximity of the Conway and Mattly ranches to the Mt. Warren herd unit (less than half a mile, see attached map) make domestic sheep and goat grazing on these properties inconsistent with recovery efforts for federally endangered Sierra bighorn. Grazing on Conway and Mattly ranches currently presents the highest risk of disease transmission to Sierra bighorn throughout the range. The Sierra Nevada Bighorn Sheep Recovery Plan identifies successful implementation of measures to prevent contact between domestic sheep and goats as one of the downlisting criteria (A2). The present threat at the

Conway and Mattly ranches would likely prevent downlisting and delisting of the species.

Several publications at both the local and federal level provide guidelines that indicate effective separation (both temporal and spatial) of bighorn and domestic sheep and goats should be the goal of agencies responsible for wildlife management (Disease, Population Viability, and Recovery of Federally Endangered Sierra Nevada Bighorn Sheep, Journal of Wildlife Management 2011; A Review of Disease Related Conflicts between Domestic Sheep and Goats and Bighorn Sheep, USFS 2008; Recommendations for Domestic Sheep and Goat Grazing in Wild Sheep Habitat, WAFWA 2012; A Process for Identifying and Managing Risk of Contact between Sierra Nevada Bighorn Sheep and Domestic Sheep, USFS 2009). Temporal separation cannot be achieved given the proximity of the Conway and Mattly ranches to occupied critical habitat for Sierra bighorn (see attached map). While double fencing to achieve spatial separation was considered an option in the past, it is no longer a viable option because of the threat it poses to the Bistate Distinct Population Segment (DPS) of greater sage-grouse, which is proposed as Threatened by the U.S. Fish and Wildlife Service under the Endangered Species Act (ESA). Without viable options to prevent contact of bighorn and domestic sheep and goats, the Conway and Mattly ranches are not suitable areas for domestic sheep or goat grazing.

CDFW has documented Sierra bighorn on Mattly ranch and very close to Conway ranch. The attached map shows GPS, aerial, and ground observations for Sierra bighorn, both rams and ewes, from 2002 to present. We would like to draw your attention to several ram locations in the vicinity of the Conway and Mattly ranches (see table below). This table illustrates over a period of 5 years at least 3 different rams or groups of rams used the area around the ranches. This indicates that the risk of contact between Sierra bighorn and domestic sheep on these properties a very real threat to recovery.

Location	Date	Method	Animal Description
NW corner of Conway*	11/30/2003	ground	1 ram (S21)
NW corner of Mattly*	12/4/2003	aerial	1 ram (S21)
W of Mattly inside Mt. Warren herd unit*	12/8/2003	ground	1 ram (S21)
Middle of W boundary on Mattly	1/20/2006	aerial	1 ram (S20)
the horseshoe on 395	4/22/08	ground	2 uncollared rams#

*Locations represent the same ram observed on different dates after being hit by a car on 395.

#Location based on an opportunistic observation of uncollared rams.

The consensus among wildlife managers (see publications listed above) is that temporal and spatial separation of bighorn and domestic sheep and goats is required to prevent large-scale pneumonia outbreaks. Conversion to an alternative form of livestock grazing is currently the only feasible option to achieve the recommended temporal and spatial separation; therefore, we support the change from domestic sheep to livestock grazing in the Draft Conservation Easement. However, the definition of livestock grazing as grazing of sheep, cattle, and goats in section K7c is too restrictive. This definition, in a document that will exist without modification in perpetuity, does not account for the long-term consequences of sheep and goat grazing. Grazing of

domestic sheep and goats on the property will likely prevent delisting of the Sierra bighorn. Furthermore, grazing of these animals on the Conway and Mattly ranches will prevent Sierra bighorn from thriving and becoming a visible resource for tourism in Mono County. Cattle grazing was discussed as an alternative by the Mono County Supervisors at the July 15th Board of Supervisors meeting, and several supervisors considered cattle operations incompatible with the property. We recommend removing the restrictive definition of livestock grazing to allow for alternative uses of the pastures in the future. Alternatives that should be considered for livestock grazing on the Conway and Mattly ranches are horses, mule, and llamas.

Domestic sheep grazing on these ranches is not consistent with the conservation purpose stated in the Draft Conservation Easement "to protect plant, wildlife species and habitat..." (Section K1b). Furthermore, CDFW questions whether domestic sheep grazing on the ranches is consistent with the intent of the National Fish and Wildlife Foundation (NFWF) Grant and California State Parks Habitat Conservation Fund Grant used to purchase the Conway Ranch property. CDFW believes it is a matter of time before contact and disease transmission occurs due to current domestic sheep grazing practices on the Conway and Mattly ranches. This threat may prevent delisting of Sierra bighorn. We encourage Mono County to pursue alternatives to domestic sheep grazing when the lease with FIM expires in 2017. Conversion to another form of livestock other than domestic sheep and goats would be consistent with the fund sources that allowed Mono County to purchase this land.

The Sierra Nevada Bighorn Sheep Recovery Program at CDFW looks forward to working together with Mono County to develop alternative uses for these pastures that will allow Sierra bighorn to be removed from the endangered species list. Until an alternative to domestic sheep or goat grazing is found, CDFW would like to request a meeting with ESLT and Mono county staff to review the annual Operation Plan and discuss mitigation measures for domestic sheep grazing.

Thank you for allowing CDFW to comment on the Draft Conservation Easement and associated Management Plan. CDFW is hopeful that Mono County will incorporate these considerations into the Conservation Easement and continued operations at Conway and Mattly Ranches. If you have any questions or concerns regarding wildlife issues, please contact me at (760) 937-0238 or tom.stephenson@wildlife.ca.gov.

Sincerely,

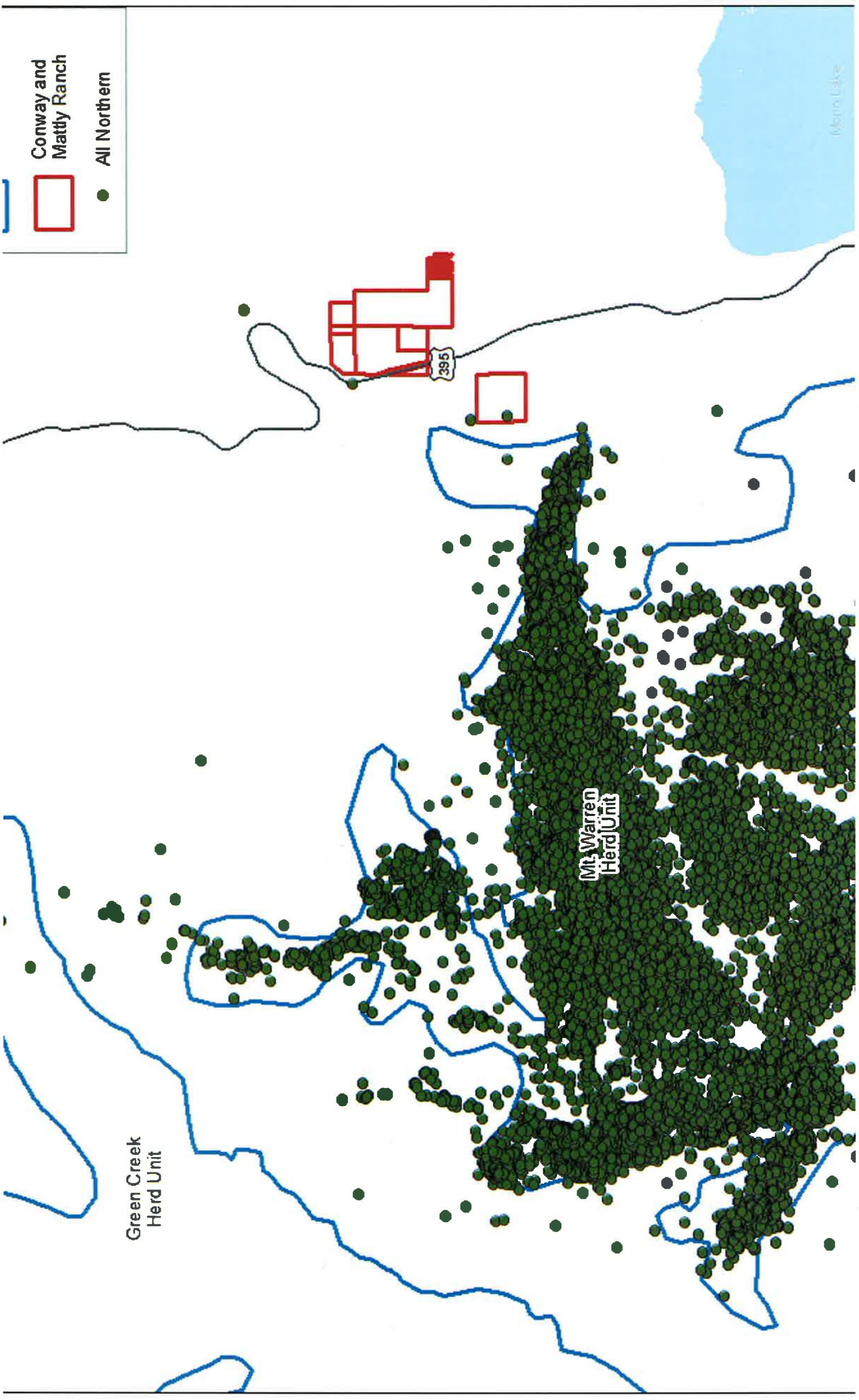


Tom Stephenson, Ph.D.

Program Leader for Sierra Nevada Bighorn Sheep Recovery

cc: Karen Ferrell-Ingram, Eastern Sierra Land Trust
Aaron Johnson, Eastern Sierra Land Trust
Alisa Ellsworth, CDFW Environmental Scientist
Alex Few, CDFW Environmental Scientist

David Elms, CDFW Environmental Program Manager
Leslie MacNair, CDFW Environmental Program Manager
Steve Parmenter, CDFW Senior Environmental Scientist
Heidi Sickler, CDFW Senior Environmental Scientist



Conway and
Mattly Ranch

All Northern

Green Creek
Herd Unit

Mt. Warren
Herd Unit

Mono Lake

395



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT FIM Corporation Comments Regarding
Conway Ranch Conservation Easement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Email correspondence from Fred Fulstone of F.I.M. Corporation, providing comments about documents supporting Conway Ranch Conservation Easement.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[FIM.Ltr](#)

History

Time	Who	Approval
10/15/2014 7:35 AM	Clerk of the Board	Yes

Shannon Kendall

To: Tony Dublino
Subject: RE: FIM Corporation comments about documents supporting Conway Ranch conservation easement

Subject: FIM Corporation comments about documents supporting Conway Ranch conservation easement

October 12, 2014

EMAIL TO: Mono County Board of Supervisors

FROM: Floyd Rathbun at the request of F.I.M. Corp.

re: Proposed Conway Ranch Conservation Easement

Dear Sirs:

Recently we were provided copies of the reports completed by your contractors Eastern Sierra Land Trust that include their depiction of "Baseline Report" and their preferred language for the proposed Conservation Easement.

We have a number of questions and some requests for clarification of language that are included in the attached letter to you as the Board of Supervisors.

FIM Corporation recently met with Mr. Tony Dublino of your office and Mr. Aaron Johnson of ESLT. We had a productive and in somewhat reassuring discussion about what ESLT expects of both Mono County and of FIM Corp as Lessees and we are confident that any future management requirements can be worked out. But many of those requirements need to be clearly stated before a conservation easement makes it difficult to complete changes to management standards.

If you have any questions or would like any clarification of our comments please don't hesitate to contact any one at FIM Corp by phone or by email:

F.I.M., Corp
Fred Fulstone
Marianne F. Leinassar
Kristofor Leinassar
P.O. Box 12
Smith, NV 89430
775-465-2381 Office
775-465-1200 Fax
775-772-7191 Fred's Cell
775-771-1295 Marianne's Cell
775-772-6468 Kris' Cell
fimcorporation@gmail.com



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Finance

TIME REQUIRED 30 minutes (20 minute presentation;
10 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Hector Gonzalez, Mono County
Superior Court CEO

SUBJECT Enhanced Court Revenue Collection
Presentation

AGENDA DESCRIPTION:

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

Presentation by Hector Gonzalez, Mono County Superior Court CEO regarding the status of Mono County Enhanced Collection Program.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None at this time.

CONTACT NAME: Roberta Reed

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

9/8/2014 8:30 AM	County Administrative Office	Yes
9/8/2014 2:03 PM	County Counsel	Yes
10/9/2014 11:45 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Finance

TIME REQUIRED 40 minutes (20 minute presentation;
20 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Erin Payton, Consultant, MGT
America, Inc.

SUBJECT A-87 Cost Allocation Plan
Presentation

AGENDA DESCRIPTION:

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

Presentation by Erin Payton, Consultant with MGT Americam Inc. regarding the A-87 Cost Allocation Plan (indirect charges).

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Roberta Reed

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [PowerPoint Presentation](#)
- [Cost Plan awaiting State Approval](#)

History

Time

Who

Approval

10/6/2014 11:48 AM	County Administrative Office	Yes
10/14/2014 10:20 AM	County Counsel	Yes
10/11/2014 1:19 PM	Finance	Yes

Cost Allocation Plan Overview

Prepared For:

Mono County

Erin Payton – MGT of America, Inc.

October 21st, 2014

Cost Allocation Presentation Outline

- MGT introduction
- What is cost allocation
- Why prepare a cost allocation plan
- Federal and state requirements
- Process and timeline
- Example results
- A commonly confusing cost plan concept
- What are overhead rates
- Questions throughout

MGT introduction

- Consulting firm focused on public sector
- Services provided include:
 - Cost Allocation Plans
 - Indirect Cost Rates & Billing Rates
 - User Fee Studies
 - Jail Rate/Booking Cost Analysis
 - Property Tax Allocation Reporting
 - SB 90 Claiming

MGT Prepared California County Cost Plans

- Alpine
- Butte
- Calaveras
- Inyo
- Lake
- Lassen
- Madera
- Marin
- Modoc
- Mono
- Orange
- Plumas
- Santa Cruz
- San Mateo
- Ventura
- Yuba

What is Cost Allocation?

We start by defining “Cost” using two descriptors

- **Indirect costs** are found in *supporting* departments that provide services to other County departments
- **Direct Costs** are found in *operating* departments that provide services to the public

What is Cost Allocation?

- A method to calculate and assign the cost of *supporting* programs that serve *operating* programs



- Assigning support cost in a manner that is reasonable and equitable and is reflective of the use of the service.

What is Cost Allocation?

- A **Cost Allocation Plan** is a methodology used to identify and distribute indirect costs.
- Can be thought of as a detailed invoice for administrative services received.

What is Cost Allocation?

Two basic questions to ask:

- What are the services provided by the *supporting* departments?
- How best to measure the use of that service by the *operating* departments?

Why Prepare a Cost Allocation Plan

- Recover allowable indirect costs from federal and state programs
- Reimbursement to the general fund for support provided to other special revenue funds
- User fee calculations
- Integrate into SB90 claims
- Understand true or full cost of providing services
 - Subsidy decisions
 - Resource allocation
 - Performance measures

Federal and State Requirements

- **Federal Circular OMB A-87**
 - aka 2 CFR Part 225, *now* known as 2 CFR Part 200 UAR
 - Defines concepts of indirect vs direct costs
 - Allowability (or restrictions) of indirect costs
 - Guidelines on how plans and rates are to be prepared
- **State Controller's Office**
 - “Cognizant Agency” responsible for reviewing, negotiating, and approving CA county cost allocation plans
 - Handbook of Cost Plan Procedures for California Counties
 - All 58 CA counties must submit cost plans, annually

Process and Timeline

- Collect financial and operational data: July 1 – Nov 1
 - Prior year actual expenditures & offsetting revenues
 - Prior year time sheets from supporting departments
 - Prior year usage statistics
- MGT prepares draft cost plan: Nov 1 – Dec 15
- Final draft cost plan submitted to SCO: Dec 15 – Dec 31
- SCO reviews/approves cost plan: Jan 1 – June 30
- Cost results implemented: upcoming fiscal year

Three year long process: 1) Prior Year data, 2) Current Year plan preparation, 3) Upcoming Year implementation

Example Results

Summary Schedule

Department	001 Board Of Supervisors	440 Sheriff	430 District Attorney	Fd 103 - 868 Social Svcs	Fd 105 - 800 Public Health	Fd 700 - 725 Road
1 Building Use Allowance	\$10,587	\$17,035	\$13,884	\$879	\$1,988	\$1,484
2 020 Administrative Officer	9,467	69,904	21,510	42,483	39,919	68,030
3 070 Finance	16,345	105,724	29,362	72,335	65,108	103,718
4 120 County Counsel	177,641	47,231	995	121,229	4,203	0
5 240 County Facilities	94,237	216,321	103,943	124,921	54,297	45,653
6 300 Information Technology	26,661	175,142	105,858	131,399	129,066	43,816
Total Current Allocations	334,937	631,358	275,551	493,246	294,581	262,701
Less: Prior Year Allocations & Adj	348,208	814,083	256,248	510,133	325,219	285,631
Carry-Forward	(13,271)	(182,725)	19,303	(16,887)	(30,638)	(22,930)
Proposed Costs	\$321,666	\$448,632	294,855	\$476,358	\$263,943	\$239,771

A commonly confusing cost plan concept

The Carry Forward Calculation

- Reconciliation between actual and estimated costs
- A result of using prior year expenditures & activity to estimate what will happen in a subsequent year
- Any over- or under- estimation of costs will be credited or charged back to the department
- Ideally, this calculation results in fairly small numbers
- Significant numbers (positive or negative) indicate that change has occurred:
 - The **service** provided by the supporting department has changed
 - The **use** of the service by the operating department has changed
 - The **cost** of the service has changed

What are Overhead Rates

An **Overhead Rate** is a percentage, calculated to compare overhead costs to direct costs.

- A mechanism used by departments to recover allowable overhead costs associated with specific programs or services.
- Overhead costs may include cost plan charges, department administration, supplies & materials, personal time (compensated absences, training & education, etc.)
- Direct costs are typically shown as personnel expenditures (either salary dollars or salaries + benefits)

What are Overhead Rates

- A simple example of an overhead rate

Indirect Costs:	Fd 103 - 868 Social Svcs
1 Building Use Allowance	\$879
2 020 Administrative Officer	42,483
3 070 Finance	72,335
4 120 County Counsel	121,229
5 240 County Facilities	124,921
6 300 Information Technology	131,399
Total Current Allocations	493,246
Less: Prior Year Allocations & Adj	510,133
Carry-Forward	(16,887)
Proposed Costs	\$476,358
Direct Costs	
Salaries & Wages	1,136,930
Employee Benefits	624,217
Total Direct Costs	\$1,761,147
Overhead Rate (Indirect / Direct):	27.05%

**Mono County, CA
OMB A-87 Cost Allocation Plan**

Schedule Description	Allocation Basis Units	Allocation Basis Source	Page #
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Schedule Description			
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1 Bridgeport Clinic	Square Ft per Dept		19
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1 Minaret Village Mall	Square Ft per Dept		22
1 Other Buildings	Square Ft per Dept		23
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2 CAO - TOB			28
2 CAO - FTE	Total operating expenditures per department		30
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3 Payroll Svcs	# of FTE's per department		39
3 Budget / Gen'l Acctng	Total transactions per department, incl A/P, CR/JE/PR		41
3 Accounts Payable	Number of accounts payable transactions per dept		44
3 ISAWS	Direct to Social Services		46
3 Contract Processing	# of contracts processed per department		47
3 Allocation Summary			49

OMB A-87 Cost Allocation Plan

120 County Counsel

- 4 Department Costs
- 4 Incoming Costs
- 4 Legal Svcs
- 4 Allocation Summary

52
53
54
55
56

Percentage of attorney time per dept supported

240 County Facilities

- 5 Department Costs
- 5 Incoming Costs
- 5 Building Maint
- 5 Minaret Mall Contr Svcs
- 5 Parks Maintenance
- 5 Utilities
- 5 Telephone
- 5 Allocation Summary

57
58
60
61
62
63
64
65
66

Square Ft per Dept
Square Ft per Dept
Direct to Parks Maintenance
Square Ft per Dept Supported (excl Sheriff, Animal Ctrl, Bridgeport Cl)
of Phone Lines per Dept

300 Information Technology

- 6 Department Costs
- 6 Incoming Costs
- 6 Gen'l Info Tech Support
- 6 Direct Services
- 6 Allocation Summary

67
68
69
70
71
72

of Devices per Dept
Percentage of IT time per department supported

**Mono County, CA
OMB A-87 Cost Allocation Plan**

Summary Schedule

Department	001 Board Of Supervisors	100 Assessor	180 County Clerk/Recorder	190 Econ Devel	200 Election Division	240 Facilities - Parks Maint	280 Insurance	286 South County Admin	360 Grand Jury	425 Victim Witness
1 Building Use Allowance	\$10,629	\$3,239	\$1,211	\$362	\$0	\$0	\$0	\$0	\$0	\$0
2 020 Administrative Officer	9,585	17,091	9,792	9,191	1,740	0	12,006	0	5,885	1,690
3 070 Finance	15,458	15,508	19,232	8,432	4,925	0	6,125	0	10,468	3,281
4 120 County Counsel	186,021	10,656	47,374	103,667	0	0	0	0	5,560	0
5 240 County Facilities	62,383	66,061	25,763	11,473	0	50,031	0	0	0	522
6 300 Information Technology	26,775	73,251	77,110	11,088	8,537	0	0	0	363	2,667
Total Current Allocations	310,852	185,805	180,483	144,214	15,202	50,031	18,131	0	22,276	8,159
Less: Fixed Costs (& Adjustments)	348,208	295,452	148,301	68,639	10,757	149,456	0	69,921	162,638	11,164
Carry-Forward	(37,356)	(109,647)	32,182	75,575	4,445	(99,425)	0	(69,921)	(140,362)	(3,005)
Proposed Costs	\$273,497	\$76,159	\$212,664	\$219,788	\$19,646	\$(49,395)	\$18,131	\$(69,921)	\$(118,086)	\$5,153

OMB A-87 Cost Allocation Plan

Summary Schedule

Department	430 District Attorney	431 Law Library	435 Public Defender	437 County MOE	440 Sheriff	443 Radio	444 Court Screener	445 Boats/Court Screeners	460 Drug Task	461 Search & Rescue
1 Building Use Allowance	\$16,282	\$0	\$0	\$0	\$17,035	\$0	\$0	\$0	\$0	\$0
2 020 Administrative Officer	21,777	0	5,053	0	70,773	0	15,503	2,587	831	167
3 070 Finance	27,556	17	5,449	295	98,778	68	16,371	5,656	6,352	5,667
4 120 County Counsel	1,042	0	0	0	49,459	0	0	0	0	0
5 240 County Facilities	144,379	0	0	0	141,937	0	0	0	0	0
6 300 Information Technology	106,313	0	0	0	175,897	0	0	0	0	0
Total Current Allocations	317,349	17	10,502	295	553,878	68	31,874	8,243	7,183	5,833
Less: Fixed Costs (& Adjustments)	256,248	23	16,854	16,427	814,083	5,947	39,591	10,010	7,441	4,621
Carry-Forward	61,101	(6)	(6,352)	(16,132)	(260,205)	(5,879)	(7,717)	(1,767)	(258)	1,212
Proposed Costs	\$378,450	\$11	\$4,149	\$(15,837)	\$293,673	\$(5,810)	\$24,157	\$6,477	\$6,925	\$7,046

OMB A-87 Cost Allocation Plan

Summary Schedule

Department	480 Jail	500 Juvenile Hall	520 Probation Department	560 Building Inspector	580 Sealer Weights-Measures	600 Emergency Svcs	620 Planning Commission	660 Planning & Transportation	661 Housing Development	664 Code Enforcement
1 Building Use Allowance	\$38,060	\$0	\$6,827	\$0	\$0	\$0	\$0	\$1,782	\$0	\$0
2 020 Administrative Officer	40,674	950	17,631	5,655	1,160	4,466	73	17,543	3,756	1,972
3 070 Finance	40,176	4,450	27,093	15,755	110	5,224	1,905	32,917	6,743	5,468
4 120 County Counsel	0	0	10,193	0	0	0	4,170	31,621	0	8,919
5 240 County Facilities	147,386	0	112,327	2,608	0	0	0	134,459	0	1,565
6 300 Information Technology	0	0	55,504	16,001	0	0	0	78,520	0	6,849
Total Current Allocations	266,296	5,400	229,574	40,019	1,270	9,690	6,148	296,842	10,499	24,772
Less: Fixed Costs (& Adjustments)	500,261	6,352	237,517	403,407	0	11,893	31,107	236,667	2,220	135,896
Carry-Forward	(233,965)	(952)	(7,943)	(363,388)	0	(2,203)	(24,959)	60,175	8,279	(111,124)
Proposed Costs	\$32,331	\$4,448	\$221,631	\$(323,369)	\$1,270	\$7,488	\$(18,811)	\$357,017	\$18,778	\$(86,352)

OMB A-87 Cost Allocation Plan

Summary Schedule

Department	666 LAFCo	680 Animal Control	681 South County Shelter	720 Public Works/Lights	855 Paramedic Program	860 Bridgeport Clinic	878 Veterans Services Officer	896 Farm Advisor	Fd 102 - 262 Fish	Fd 103 - 868 Social Svcs
1 Building Use Allowance	\$0	\$5,882	\$187	\$63,500	\$4,788	\$9,583	\$0	\$0	\$0	\$10,289
2 020 Administrative Officer	75	9,635	3,102	9,502	61,879	1,052	0	297	1,025	43,014
3 070 Finance	1,180	13,285	7,980	20,333	82,360	3,091	245	42	542	68,330
4 120 County Counsel	0	7,413	0	145,018	7,876	0	0	0	1,506	126,949
5 240 County Facilities	0	29,474	59,508	18,768	522	201,779	0	0	0	254,951
6 300 Information Technology	0	14,606	0	80,561	25,260	0	0	0	182	131,962
Total Current Allocations	1,256	80,294	70,777	337,682	182,685	215,506	245	339	3,255	635,495
Less: Fixed Costs (& Adjustments)	602	103,600	13,942	437,116	255,776	230,852	90	0	2,768	510,133
Carry-Forward	654	(23,306)	56,835	(99,434)	(73,091)	(15,346)	155	0	487	125,362
Proposed Costs	\$1,909	\$56,988	\$127,611	\$238,248	\$109,594	\$200,159	\$401	\$339	\$3,741	\$760,856

OMB A-87 Cost Allocation Plan

Summary Schedule

Department	Fd 103 - 870	Fd 103 - 874	Fd 103 - 875	Fd 104 - 840	Fd 104 - 845	Fd 105 - 800	Fd 106 - 261	Fd 107 - 173	Fd 107 - 174	Fd 107 - 175
	Aid Programs	Aid To Indigents	Senior Program	Community Mental	Alcohol & Drug	Public Health	Tourism	MHSA	MHSA Housing	MHSA Wellness
1 Building Use Allowance	\$0	\$0	\$603	\$7,066	\$1,934	\$2,456	\$0	\$0	\$0	\$0
2 020 Administrative Officer	5,354	96	6,490	18,824	7,394	40,418	3,530	10,879	0	0
3 070 Finance	8,280	1,661	18,966	35,131	13,711	60,914	16,941	13,286	0	0
4 120 County Counsel	0	0	0	49,575	0	4,402	0	0	0	0
5 240 County Facilities	0	0	0	75,598	52,971	185,505	0	0	0	0
6 300 Information Technology	0	0	0	78,898	0	129,618	0	0	0	0
Total Current Allocations	13,634	1,758	26,059	265,092	76,011	423,312	20,471	24,164	0	0
Less: Fixed Costs (& Adjustments)	6,944	1,624	35,997	187,319	31,792	325,219	9,374	77,562	564	858
Carry-Forward	6,690	134	(9,938)	77,773	44,219	98,093	11,097	(53,398)	(564)	(858)
Proposed Costs	\$20,324	\$1,892	\$16,121	\$342,865	\$120,230	\$521,405	\$31,568	\$(29,233)	\$(564)	\$(858)

OMB A-87 Cost Allocation Plan

Summary Schedule

Department	Fd 108 - 290 Conway/Mat y	Fd 260 - 341 Traffic & Other	Fd 260 - 342 Civil	Fd 260 - 346 Criminal	Fd 260 - 348 Family & Children	Fd 260 - 349 Fiscal Services	Fd 260 - 350 Interpret	Fd 260 - 351 Jury Services	Fd 260 - 353 Court Human	Fd 260 - 354 Child Support
1 Building Use Allowance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2 020 Administrative Officer	109	1,167	2,335	7,004	0	2,335	1,167	0	0	1,167
3 070 Finance	416	2,438	3,597	8,436	0	3,341	1,790	887	819	1,432
4 120 County Counsel	0	0	0	0	0	0	0	0	0	0
5 240 County Facilities	0	0	0	0	0	0	0	0	0	0
6 300 Information Technology	0	0	0	0	0	0	0	0	0	0
Total Current Allocations	526	3,606	5,931	15,440	0	5,676	2,957	887	819	2,599
Less: Fixed Costs (& Adjustments)	18,273	24,828	9,932	0	0	9,932	4,964	0	0	4,964
Carry-Forward	(17,747)	(21,222)	(4,001)	0	0	(4,256)	(2,007)	0	0	(2,365)
Proposed Costs	\$(17,222)	\$(17,617)	\$1,931	\$15,440	\$0	\$1,419	\$950	\$887	\$819	\$234

OMB A-87 Cost Allocation Plan

Summary Schedule

Department	Fd 260 - 358 Sheriff-Bailiff	Fd 260 - 359 Court Support	Fd 260 - 360 Superior Court	Fd 600 - 760 Airports	Fd 605 - 899 Campgrounds	Fd 610 - 700 Cemeteries	Fd 615 - 905 Solid Waste	Fd 650 - 723 Motor Pool (ISF)	Fd 655 - 335 Copier Pool (ISF)	Fd 700 - 725 Road
1 Building Use Allowance	\$0	\$0	\$22,753	\$0	\$0	\$0	\$409	\$0	\$0	\$1,484
2 020 Administrative Officer	0	0	0	625	190	595	20,259	2,001	484	68,880
3 070 Finance	0	1,160	1,109	6,143	1,644	534	28,864	11,642	5,823	99,291
4 120 County Counsel	0	0	0	0	0	0	0	0	0	0
5 240 County Facilities	0	0	98,140	0	0	0	7,901	0	0	31,647
6 300 Information Technology	0	0	0	0	0	0	5,334	0	0	44,003
Total Current Allocations	0	1,160	122,003	6,768	1,835	1,130	62,767	13,643	6,307	245,304
Less: Fixed Costs (& Adjustments)	4,964	9,932	0	2,615	631	67	69,225	5,570	5,615	285,631
Carry-Forward	(4,964)	(8,772)	0	4,153	1,204	1,063	(6,458)	8,073	692	(40,327)
Proposed Costs	\$(4,964)	\$(7,612)	\$122,003	\$10,921	\$3,038	\$2,192	\$56,309	\$21,716	\$6,999	\$204,976

OMB A-87 Cost Allocation Plan

Summary Schedule

Department	Fd 706 - 847 Health Education	Fd 713 - 295 Geothermal	Fd 716 - 640 Fish & Game	Fd 722 - 868 Employers Training	Fd 725 - CSA #1	Fd 730 - CSA #2	Fd 735 - CSA #5	Fd 739 - CWSA	Fd 783 - 800 Biotrust	Fd 795 - 380 Child Support
1 Building Use Allowance	\$36	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2 020 Administrative Officer	2,366	0	81	378	274	70	435	3,755	258	
3 070 Finance	5,203	194	357	2,919	3,609	1,491	3,017	6,350	592	
4 120 County Counsel	2,317	0	0	0	13	0	1,274	0	0	
5 240 County Facilities	11,143	0	0	0	0	0	0	0	3,651	
6 300 Information Technology	12,170	0	0	2,667	0	0	0	0	13,334	
Total Current Allocations	33,234	194	439	5,964	3,896	1,560	4,726	10,105	17,836	
Less: Fixed Costs (& Adjustments)	14,682	0	100	5,492	0	0	0	20,318	81,912	
Carry-Forward	18,552	0	339	472	0	0	0	(10,213)	(64,076)	
Proposed Costs	\$51,786	\$194	\$778	\$6,435	\$3,896	\$1,560	\$4,726	\$(107)	\$(46,241)	

**Mono County, CA
OMB A-87 Cost Allocation Plan**

Summary Schedule

Department	Schools	Special Districts	All Other	Total
1 Building Use Allowance	\$0	\$0	\$11,151	\$237,548
2 020 Administrative Officer	0	0	3,502	619,618
3 070 Finance	41,428	74,229	176,178	1,252,233
4 120 County Counsel	10,656	12,741	5,827	834,249
5 240 County Facilities	0	0	144,956	2,077,408
6 300 Information Technology	0	1	(32,910)	1,144,559
Total Current Allocations	52,084	86,971	308,703	6,165,614
Less: Fixed Costs (& Adjustments)	0	0	708,795	7,521,675
Carry-Forward	0	0	(400,092)	(1,665,988)
Proposed Costs	\$52,084	\$86,971	\$(91,389)	\$4,499,626

OMB A-87 Cost Allocation Plan

**Building Use Allowance
Nature and Extent of Services**

The Building Use Charge is allowable for plan purposes at an annual rate of two percent (2%) of total construction, improvement and acquisition costs of county buildings. Land acquisition cost is unallowable and is not included in the cost of the buildings. The following facilities are reflected in this schedule with costs distributed by the following functions:

Courthouse - Costs have been allocated based on square feet occupied per department.

Annex I - Costs have been allocated based on square feet occupied per department.

Annex II - Costs have been allocated based on square feet occupied per department.

Bridgeport Clinic - Costs have been allocated based on square feet occupied per department.

Health & Animal Control Admin - Costs have been allocated based on square feet occupied per department.

Sierra Center Mall - Costs have been allocated based on square feet occupied per department.

Minaret Village Mall - Costs have been allocated based on square feet occupied per department.

Other Buildings - Costs have been allocated based on square feet occupied per department.

OMB A-87 Cost Allocation Plan

A. Department Costs

Dept:1 Building Use Allowance

Description	Amount	General Admin	Courthouse	Annex I	Annex II	Bridgeport Clinic	Health & Anml Ctrf Admin	Sierra Center Mall	Minaret Village Mall
Personnel Costs									
Salaries	0	0	0	0	0	0	0	0	0
Salary % Split		.00%	.00%	.00%	.00%	.00%	.00%	.00%	.00%
Benefits	0	0	0	0	0	0	0	0	0
Subtotal - Personnel Costs	0	0	0	0	0	0	0	0	0
Services & Supplies Cost									
Building Use Allowance	252,991	0	47,998	10,025	9,678	15,162	3,159	18,324	850
Subtotal - Services & Supplies	252,991	0	47,998	10,025	9,678	15,162	3,159	18,324	850
Department Cost Total	252,991	0	47,998	10,025	9,678	15,162	3,159	18,324	850
Adjustments to Cost									
Subtotal - Adjustments	0	0	0	0	0	0	0	0	0
Total Costs After Adjustments	252,991	0	47,998	10,025	9,678	15,162	3,159	18,324	850
General Admin Distribution									
	0	0	0	0	0	0	0	0	0
Grand Total	\$252,991	\$47,998	\$10,025	\$9,678	\$15,162	\$3,159	\$18,324	\$850	\$850

OMB A-87 Cost Allocation Plan

Dept:1 Building Use Allowance

A. Department Costs

Description	Amount	Other Buildings
Personnel Costs		
Salaries	0	0
<i>Salary % Split</i>		.00%
Benefits	0	0
Subtotal - Personnel Costs	<u>0</u>	<u>0</u>
Services & Supplies Cost		
Building Use Allowance	252,991	147,795
Subtotal - Services & Supplies	<u>252,991</u>	<u>147,795</u>
Department Cost Total	252,991	147,795
Adjustments to Cost		
Subtotal - Adjustments	<u>0</u>	<u>0</u>
Total Costs After Adjustments	252,991	147,795
General Admin Distribution		0
Grand Total	<u><u>\$252,991</u></u>	<u><u>\$147,795</u></u>

OMB A-87 Cost Allocation Plan

B. Incoming Costs - (Default Spread Expense%)

Dept:1 Building Use Allowance

No Indirect Costs

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OMB A-87 Cost Allocation Plan

Courthouse Allocations

Dept:1 Building Use Allowance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
4 120 County Counsel	290	3.78%	\$1,815	\$0	\$1,815	\$0	\$1,815
7 001 Board Of Supervisors	1,525	19.89%	9,546	0	9,546	0	9,546
17 430 District Attorney	2,218	28.93%	13,884	0	13,884	0	13,884
69 Fd 260 - 360 Superior Court	3,635	47.40%	22,753	0	22,753	0	22,753
Subtotal	7,668	100.00%	47,998	0	47,998	0	47,998
Direct Bills					0		0
Total					\$47,998		\$47,998

Basis Units: Square Ft per Dept

Source:

OMB A-87 Cost Allocation Plan

Annex I Allocations

Dept:1 Building Use Allowance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	845	13.58%	\$1,361	\$0	\$1,361	\$0	\$1,361
5 240 County Facilities	1,556	25.01%	2,507	0	2,507	0	2,507
7 001 Board Of Supervisors	646	10.38%	1,041	0	1,041	0	1,041
9 180 County Clerk/Recorder	646	10.38%	1,041	0	1,041	0	1,041
34 660 Planning & Transportation	910	14.63%	1,466	0	1,466	0	1,466
40 720 Public Works/Lights	444	7.14%	715	0	715	0	715
73 Fd 615 - 905 Solid Waste	254	4.08%	409	0	409	0	409
76 Fd 700 - 725 Road	921	14.80%	1,484	0	1,484	0	1,484
Subtotal	6,222	100.00%	10,025	0	10,025	0	10,025
Direct Bills					0		0
Total					\$10,025		\$10,025

Basis Units: Square Ft per Dept
Source:

OMB A-87 Cost Allocation Plan

Annex II Allocations

Dept:1 Building Use Allowance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
3 070 Finance	2,639	40.95%	\$3,963	\$0	\$3,963	\$0	\$3,963
5 240 County Facilities	470	7.29%	706	0	706	0	706
6 300 Information Technology	1,179	18.29%	1,771	0	1,771	0	1,771
8 100 Assessor	2,157	33.47%	3,239	0	3,239	0	3,239
Subtotal	6,445	100.00%	9,678	0	9,678	0	9,678
Direct Bills					0		0
Total					\$9,678		\$9,678

Basis Units: Square Ft per Dept

Source:

OMB A-87 Cost Allocation Plan

Dept:1 Building Use Allowance

Bridgeport Clinic Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
42 860 Bridgeport Clinic	9,223	63.21%	\$9,583	\$0	\$9,583	\$0	\$9,583
89 All Other	5,369	36.79%	5,579	0	5,579	0	5,579
Subtotal	14,592	100.00%	15,162	0	15,162	0	15,162
Direct Bills					0		0
Total					\$15,162		\$15,162

Basis Units: Square Ft per Dept
Source:

OMB A-87 Cost Allocation Plan

Health & Anml Ctr'l Admin Allocations

Dept:1 Building Use Allowance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
38 680 Animal Control	328	37.06%	\$1,171	\$0	\$1,171	\$0	\$1,171
52 Fd 105 - 800 Public Health	557	62.94%	1,988	0	1,988	0	1,988
Subtotal	885	100.00%	3,159	0	3,159	0	3,159
Direct Bills					0		0
Total					\$3,159		\$3,159

Basis Units: Square Ft per Dept

Source:

OMB A-87 Cost Allocation Plan

Sierra Center Mail Allocations

Dept:1 Building Use Allowance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	871	4.69%	\$859	\$0	\$859	\$0	\$859
4 120 County Counsel	1,610	8.66%	1,587	0	1,587	0	1,587
6 300 Information Technology	887	4.77%	874	0	874	0	874
7 001 Board Of Supervisors	43	0.23%	42	0	42	0	42
9 180 County Clerk/Recorder	173	0.93%	171	0	171	0	171
10 190 Econ Devel	367	1.97%	362	0	362	0	362
17 430 District Attorney	2,401	12.92%	2,367	0	2,367	0	2,367
29 520 Probation Department	1,720	9.25%	1,696	0	1,696	0	1,696
46 Fd 103 - 868 Social Svcs	6,177	33.23%	6,090	0	6,090	0	6,090
50 Fd 104 - 840 Community Mental	2,375	12.78%	2,341	0	2,341	0	2,341
51 Fd 104 - 845 Alcohol & Drug	1,962	10.56%	1,934	0	1,934	0	1,934
Subtotal	18,586	100.00%	18,324	0	18,324	0	18,324

Direct Bills

0

Total

Basis Units: Square Ft per Dept

\$18,324

\$18,324

Source:

Minaret Village Mall Allocations

OMB A-87 Cost Allocation Plan

Dept:1 Building Use Allowance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
17 430 District Attorney	346.00	3.68%	\$31	\$0	\$31	\$0	\$31
34 660 Planning & Transportation	3,488.50	37.10%	316	0	316	0	316
52 Fd 105 - 800 Public Health	5,173.50	55.02%	468	0	468	0	468
77 Fd 706 - 847 Health Education	395.00	4.20%	36	0	36	0	36
Subtotal	9,403.00	100.00%	850	0	850	0	850
Direct Bills					0		0
Total					\$850		\$850

Basis Units: Square Ft per Dept

Source:

OMB A-87 Cost Allocation Plan

Other Buildings Allocations

Dept:1 Building Use Allowance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
21 440 Sheriff	851,768.97	11.53%	\$17,035	\$0	\$17,035	\$0	\$17,035
27 480 Jail	1,903,058.21	25.75%	38,060	0	38,060	0	38,060
29 520 Probation Department	256,552.82	3.47%	5,131	0	5,131	0	5,131
38 680 Animal Control	235,563.46	3.19%	4,711	0	4,711	0	4,711
39 681 South County Shelter	9,332.77	0.13%	187	0	187	0	187
40 720 Public Works/Lights	3,139,299.41	42.48%	62,784	0	62,784	0	62,784
41 855 Paramedic Program	239,415.91	3.24%	4,788	0	4,788	0	4,788
46 Fd 103 - 868 Social Svcs	209,961.99	2.84%	4,199	0	4,199	0	4,199
49 Fd 103 - 875 Senior Program	30,156.89	0.41%	603	0	603	0	603
50 Fd 104 - 840 Community Mental	236,229.41	3.20%	4,724	0	4,724	0	4,724
89 All Other	278,598.85	3.77%	5,572	0	5,572	0	5,572
Subtotal	7,389,938.69	100.00%	147,795	0	147,795	0	147,795

Direct Bills

0

Total

Basis Units: Building Cost

\$147,795

\$147,795

Source:

OMB A-87 Cost Allocation Plan

Allocation Summary

Dept:1 Building Use Allowance

Department	Courthouse	Annex I	Annex II	Bridgeport Clinic	Health & Anml Ctr Admin	Sierra Center Mall	Minaret Village Mall	Other Buildings	Total
2 020 Administrative Officer	\$0	\$1,361	\$0	\$0	\$0	\$859	\$0	\$0	\$2,220
3 070 Finance	0	0	3,963	0	0	0	0	0	3,963
4 120 County Counsel	1,815	0	0	0	0	1,587	0	0	3,403
5 240 County Facilities	0	2,507	706	0	0	0	0	0	3,213
6 300 Information Technology	0	0	1,771	0	0	874	0	0	2,645
7 001 Board Of Supervisors	9,546	1,041	0	0	0	42	0	0	10,629
8 100 Assessor	0	0	3,239	0	0	0	0	0	3,239
9 180 County Clerk/Recorder	0	1,041	0	0	0	171	0	0	1,211
10 190 Econ Devel	0	0	0	0	0	362	0	0	362
17 430 District Attorney	13,884	0	0	0	0	2,367	31	0	16,282
21 440 Sheriff	0	0	0	0	0	0	0	17,035	17,035
27 480 Jail	0	0	0	0	0	0	0	38,060	38,060
29 520 Probation Department	0	0	0	0	0	1,696	0	5,131	6,827
34 660 Planning & Transportation	0	1,466	0	0	0	0	316	0	1,782
38 680 Animal Control	0	0	0	0	1,171	0	0	4,711	5,882
39 681 South County Shelter	0	0	0	0	0	0	0	187	187
40 720 Public Works/Lights	0	715	0	0	0	0	0	62,784	63,500
41 855 Paramedic Program	0	0	0	0	0	0	0	4,788	4,788
42 860 Bridgeport Clinic	0	0	0	9,583	0	0	0	0	9,583
46 Fd 103 - 868 Social Svcs	0	0	0	0	0	6,090	0	4,199	10,289
49 Fd 103 - 875 Senior Program	0	0	0	0	0	0	0	603	603
50 Fd 104 - 840 Community Mental	0	0	0	0	0	2,341	0	4,724	7,066
51 Fd 104 - 845 Alcohol & Drug	0	0	0	0	0	1,934	0	0	1,934
52 Fd 105 - 800 Public Health	0	0	0	0	1,988	0	468	0	2,456
69 Fd 260 - 360 Superior Court	22,753	0	0	0	0	0	0	0	22,753
73 Fd 615 - 905 Solid Waste	0	409	0	0	0	0	0	0	409
76 Fd 700 - 725 Road	0	1,484	0	0	0	0	0	0	1,484
77 Fd 706 - 847 Health Education	0	0	0	0	0	0	36	0	36
89 All Other	0	0	0	5,579	0	0	0	5,572	11,151
Total	\$47,998	\$10,025	\$9,678	\$15,162	\$3,159	\$18,324	\$850	\$147,795	\$252,991

Administrative Officer Nature and Extent of Services

The Mono County Administrative Officer (CAO) plans, monitors and coordinates County operations assuring that Board policies are carried out in the most cost-effective manner. The CAO formulates short and long-range plans and budgets, reviews and monitors County programs, services and budgets, coordinates work of department heads, interprets Board policies, represents the Board in the County's intergovernmental relations, and performs other general administrative duties for the Board. Administrative Officer costs are distributed by the following functions:

CAO - TOB - Costs have been allocated based on total operating expenditures per department.

CAO - FTE - Costs have been allocated based on # of FTE's per department.

General Government - All costs related to the board, public, press, and other legislative or political activities which are considered unallowable.

OMB A-87 Cost Allocation Plan

Dept:2 020 Administrative Officer

A. Department Costs

Description	Amount	General Admin	CAO - TOB	CAO - FTE	General Gov't
Personnel Costs					
Salaries	300,216	0	120,087	120,087	60,043
Salary % Split		.00%	40.00%	40.00%	20.00%
Benefits	134,701	0	53,880	53,880	26,940
Subtotal - Personnel Costs	434,917	0	173,967	173,967	86,983
Services & Supplies Cost					
Telephone/Communications	680	0	272	272	136
Equip Maintenance & Repair	17,263	0	6,905	6,905	3,453
Membership Fees	1,829	0	732	732	366
Office Expense	13,015	0	5,206	5,206	2,603
Consulting Services	49,631	0	19,853	19,853	9,926
Contract Services	9,000	0	3,600	3,600	1,800
Professional & Specialized Ser	20,206	0	8,082	8,082	4,041
Rents & Leases - Real Property	32,542	0	13,017	13,017	6,508
A-87 Indirect Costs	(628,094)	0	0	0	0
Special Department Expense	18,632	0	7,453	7,453	3,726
Recruiting Expenses	31,901	0	12,760	12,760	6,380
Travel & Training Expense	6,411	0	2,564	2,564	1,282
Vehicle Fuel Costs	1,791	0	716	716	358
Motor Pool Expense	2,346	0	938	938	469
Capital Equipment, \$5,000+	33,933	0	0	0	0
Rev: 16016 Gen'l Sale of Goods	(273)	0	0	0	(273)
Rev: 17010 Misc Revenue	(144)	0	(58)	(58)	(29)
Subtotal - Services & Supplies	(389,331)	0	82,041	82,041	40,747
Department Cost Total	45,586	0	256,008	256,008	127,731
Adjustments to Cost					
A-87 Indirect Costs	628,094	0	0	0	0
Capital Equipment, \$5,000+	(33,933)	0	0	0	0
Subtotal - Adjustments	594,161	0	0	0	0
Total Costs After Adjustments	639,746	0	256,008	256,008	127,731
General Admin Distribution	0	0	0	0	0
Grand Total	\$639,746	\$256,008	\$256,008	\$256,008	\$127,731
					not allocated

OMB A-87 Cost Allocation Plan

B. Incoming Costs - (Default Spread Expense%)

Dept:2 020 Administrative Officer

Department	First Incoming	Second Incoming	CAO - TOB	CAO - FTE	General Gov't
1 Annex I	\$1,361	\$0	\$545	\$545	\$272
1 Sierra Center Mall	859	0	344	344	171
Subtotal - Building Use Allowance	2,220	0	888	888	443
2 CAO - TOB	0	3,538	1,416	1,416	706
2 CAO - FTE	0	1,647	659	659	329
Subtotal - 020 Administrative Officer	0	5,185	2,075	2,075	1,035
3 Payroll Svcs	0	2,207	883	883	441
3 Budget / Gen'l Acctng	0	8,920	3,569	3,569	1,781
3 Accounts Payable	0	2,057	823	823	411
3 Contract Processing	0	69	28	28	14
Subtotal - 070 Finance	0	13,253	5,304	5,304	2,646
4 Legal Svcs	0	146,182	58,498	58,498	29,186
Subtotal - 120 County Counsel	0	146,182	58,498	58,498	29,186
5 Building Maint	0	35,934	14,380	14,380	7,175
5 Utilities	0	8,787	3,516	3,516	1,754
5 Telephone	0	9,389	3,757	3,757	1,875
Subtotal - 240 County Facilities	0	54,111	21,654	21,654	10,804
6 Gen'l Info Tech Support	0	35,319	14,134	14,134	7,052
6 Direct Services	0	12,455	4,984	4,984	2,487
Subtotal - 300 Information Technology	0	47,774	19,118	19,118	9,538
Total Incoming	2,220	266,505	107,536	107,536	53,653
			40.02%	40.02%	19.97%
C. Total Allocated	\$908,472	\$363,544	\$363,544	\$363,544	\$181,384

OMB A-87 Cost Allocation Plan

CAO - TOB Allocations

Dept:2 020 Administrative Officer

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	640,163.82	1.38%	\$3,538	\$0	\$3,538	\$0	\$3,538
3 070 Finance	1,710,260.62	3.68%	9,453	0	9,453	3,979	13,433
4 120 County Counsel	917,140.88	1.97%	5,069	0	5,069	2,134	7,203
5 240 County Facilities	2,691,594.15	5.79%	14,878	0	14,878	6,263	21,140
6 300 Information Technology	1,312,676.32	2.82%	7,256	0	7,256	3,054	10,310
7 001 Board Of Supervisors	477,232.36	1.03%	2,638	0	2,638	1,110	3,748
8 100 Assessor	1,135,548.75	2.44%	6,277	0	6,277	2,642	8,919
9 180 County Clerk/Recorder	503,523.94	1.08%	2,783	0	2,783	1,172	3,955
10 190 Econ Devel	426,977.73	0.92%	2,360	0	2,360	993	3,354
11 200 Election Division	221,489.02	0.48%	1,224	0	1,224	515	1,740
13 280 Insurance	1,380,044.34	2.97%	7,628	0	7,628	3,211	10,839
15 360 Grand Jury	6,094.72	0.01%	34	0	34	14	48
16 425 Victim Witness	66,499.14	0.14%	368	0	368	155	522
17 430 District Attorney	1,583,602.94	3.41%	8,753	0	8,753	3,685	12,438
19 435 Public Defender	643,358.47	1.38%	3,556	0	3,556	1,497	5,053
21 440 Sheriff	5,146,380.94	11.07%	28,446	0	28,446	11,974	40,420
23 444 Court Screener	487,474.48	1.05%	2,694	0	2,694	1,134	3,829
24 445 Boats/Court Screeners	180,786.08	0.39%	999	0	999	421	1,420
25 460 Drug Task	105,819.49	0.23%	585	0	585	246	831
26 461 Search & Rescue	21,250.80	0.05%	117	0	117	49	167
27 480 Jail	2,354,621.27	5.07%	13,015	0	13,015	5,478	18,494
28 500 Juvenile Hall	121,005.26	0.26%	669	0	669	282	950
29 520 Probation Department	1,055,684.88	2.27%	5,835	0	5,835	2,456	8,291
30 560 Building Inspector	422,754.43	0.91%	2,337	0	2,337	984	3,320
31 580 Sealer Weights-Measures	147,631.00	0.32%	816	0	816	343	1,160
32 600 Emergency Svcs	419,996.12	0.90%	2,322	0	2,322	977	3,299
33 620 Planning Commission	9,347.28	0.02%	52	0	52	22	73
34 660 Planning & Transportation	1,044,557.06	2.25%	5,774	0	5,774	2,430	8,204
35 661 Housing Development	329,614.60	0.71%	1,822	0	1,822	767	2,589
36 664 Code Enforcement	102,445.12	0.22%	566	0	566	238	805
37 666 LAFCo	9,574.40	0.02%	53	0	53	22	75
38 680 Animal Control	483,532.19	1.04%	2,673	0	2,673	1,125	3,798
39 681 South County Shelter	97,683.79	0.21%	540	0	540	227	767
40 720 Public Works/Lights	615,241.47	1.32%	3,401	0	3,401	1,431	4,832
41 855 Paramedic Program	3,865,333.68	8.32%	21,365	0	21,365	8,993	30,359
42 860 Bridgeport Clinic	133,952.90	0.29%	740	0	740	312	1,052
44 896 Farm Advisor	37,758.00	0.08%	209	0	209	88	297
45 Fd 102 - 262 Fish	130,505.88	0.28%	721	0	721	304	1,025
46 Fd 103 - 868 Social Svcs	2,503,893.43	5.39%	13,840	0	13,840	5,826	19,666
47 Fd 103 - 870 Aid Programs	681,660.80	1.47%	3,768	0	3,768	1,586	5,354
48 Fd 103 - 874 Aid To Indigents	12,276.52	0.03%	68	0	68	29	96
49 Fd 103 - 875 Senior Program	231,793.65	0.50%	1,281	0	1,281	539	1,821
50 Fd 104 - 840 Community Mental	761,740.00	1.64%	4,210	0	4,210	1,772	5,983

OMB A-87 Cost Allocation Plan

CAO - TOB Allocations

Dept:2 020 Administrative Officer

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
51 Fd 104 - 845 Alcohol & Drug	495,489.40	1.07%	\$2,739	\$0	\$2,739	\$1,153	\$3,892
52 Fd 105 - 800 Public Health	2,322,001.32	5.00%	12,835	0	12,835	5,403	18,237
53 Fd 106 - 261 Tourism	449,487.29	0.97%	2,485	0	2,485	1,046	3,530
54 Fd 107 - 173 MHSA	939,175.43	2.02%	5,191	0	5,191	2,185	7,376
57 Fd 108 - 290 Conway/Matly	13,930.08	0.03%	77	0	77	32	109
70 Fd 600 - 760 Airports	79,585.66	0.17%	440	0	440	185	625
71 Fd 605 - 899 Campgrounds	24,198.62	0.05%	134	0	134	56	190
72 Fd 610 - 700 Cemeteries	75,815.76	0.16%	419	0	419	176	595
73 Fd 615 - 905 Solid Waste	1,687,620.20	3.63%	9,328	0	9,328	3,927	13,255
74 Fd 650 - 723 Motor Pool (ISF)	254,777.64	0.55%	1,408	0	1,408	593	2,001
75 Fd 655 - 335 Copier Pool (ISF)	61,595.51	0.13%	340	0	340	143	484
76 Fd 700 - 725 Road	4,162,113.13	8.96%	23,006	0	23,006	9,684	32,690
77 Fd 706 - 847 Health Education	152,562.48	0.33%	843	0	843	355	1,198
79 Fd 716 - 640 Fish & Game	10,369.50	0.02%	57	0	57	24	81
80 Fd 722 - 868 Employers Training	48,131.95	0.10%	266	0	266	112	378
81 Fd 725 - CSA #1	34,933.16	0.08%	193	0	193	81	274
82 Fd 730 - CSA #2	8,905.50	0.02%	49	0	49	21	70
83 Fd 735 - CSA #5	7,609.94	0.02%	42	0	42	18	60
84 Fd 739 - CWSA	55,426.82	0.12%	306	0	306	129	435
85 Fd 783 - 800 Biotrust	329,512.67	0.71%	1,821	0	1,821	767	2,588
86 Fd 795 - 380 Child Support	32,837.51	0.07%	182	0	182	76	258
Subtotal	46,476,602.29	100.00%	256,896	0	256,896	106,648	363,544
Direct Bills				0			0
Total					\$256,896		\$363,544

Basis Units: Total operating expenditures per department

Source:

OMB A-87 Cost Allocation Plan

CAO - FTE Allocations

Dept:2 020 Administrative Officer

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	2	0.64%	\$1,647	\$0	\$1,647	\$0	\$1,647
3 070 Finance	13	4.17%	10,704	0	10,704	4,472	15,176
4 120 County Counsel	5	1.60%	4,117	0	4,117	1,720	5,837
5 240 County Facilities	15	4.81%	12,351	0	12,351	5,160	17,511
6 300 Information Technology	10	3.21%	8,234	0	8,234	3,440	11,674
7 001 Board Of Supervisors	5	1.60%	4,117	0	4,117	1,720	5,837
8 100 Assessor	7	2.24%	5,764	0	5,764	2,408	8,172
9 180 County Clerk/Recorder	5	1.60%	4,117	0	4,117	1,720	5,837
10 190 Econ Devel	5	1.60%	4,117	0	4,117	1,720	5,837
13 280 Insurance	1	0.32%	823	0	823	344	1,167
15 360 Grand Jury	5	1.60%	4,117	0	4,117	1,720	5,837
16 425 Victim Witness	1	0.32%	823	0	823	344	1,167
17 430 District Attorney	8	2.56%	6,587	0	6,587	2,752	9,339
21 440 Sheriff	26	8.33%	21,408	0	21,408	8,945	30,353
23 444 Court Screener	10	3.21%	8,234	0	8,234	3,440	11,674
24 445 Boats/Court Screeners	1	0.32%	823	0	823	344	1,167
27 480 Jail	19	6.09%	15,644	0	15,644	6,536	22,181
29 520 Probation Department	8	2.56%	6,587	0	6,587	2,752	9,339
30 560 Building Inspector	2	0.64%	1,647	0	1,647	688	2,335
32 600 Emergency Svcs	1	0.32%	823	0	823	344	1,167
34 660 Planning & Transportation	8	2.56%	6,587	0	6,587	2,752	9,339
35 661 Housing Development	1	0.32%	823	0	823	344	1,167
36 664 Code Enforcement	1	0.32%	823	0	823	344	1,167
38 680 Animal Control	5	1.60%	4,117	0	4,117	1,720	5,837
39 681 South County Shelter	2	0.64%	1,647	0	1,647	688	2,335
40 720 Public Works/Lights	4	1.28%	3,294	0	3,294	1,376	4,670
41 855 Paramedic Program	27	8.65%	22,231	0	22,231	9,289	31,520
46 Fd 103 - 868 Social Svcs	20	6.41%	16,468	0	16,468	6,880	23,348
49 Fd 103 - 875 Senior Program	4	1.28%	3,294	0	3,294	1,376	4,670
50 Fd 104 - 840 Community Mental	11	3.53%	9,057	0	9,057	3,784	12,842
51 Fd 104 - 845 Alcohol & Drug	3	0.96%	2,470	0	2,470	1,032	3,502
52 Fd 105 - 800 Public Health	19	6.09%	15,644	0	15,644	6,536	22,181
54 Fd 107 - 173 MHSA	3	0.96%	2,470	0	2,470	1,032	3,502
58 Fd 260 - 341 Traffic & Other	1	0.32%	823	0	823	344	1,167
59 Fd 260 - 342 Civil	2	0.64%	1,647	0	1,647	688	2,335
60 Fd 260 - 346 Criminal	6	1.92%	4,940	0	4,940	2,064	7,004
62 Fd 260 - 349 Fiscal Services	2	0.64%	1,647	0	1,647	688	2,335
63 Fd 260 - 350 Interpret	1	0.32%	823	0	823	344	1,167
66 Fd 260 - 354 Child Support	1	0.32%	823	0	823	344	1,167
73 Fd 615 - 905 Solid Waste	6	1.92%	4,940	0	4,940	2,064	7,004
76 Fd 700 - 725 Road	31	9.94%	25,525	0	25,525	10,665	36,190
77 Fd 706 - 847 Health Education	1	0.32%	823	0	823	344	1,167
85 Fd 783 - 800 Biotrust	1	0.32%	823	0	823	344	1,167

CAO - FTE Allocations

Dept:2 020 Administrative Officer

OMB A-87 Cost Allocation Plan

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
89 All Other	3	0.96%	\$2,470	\$0	\$2,470	\$1,032	\$3,502
Subtotal	312	100.00%	256,896	0	256,896	106,648	363,544
Direct Bills					0		0
Total					\$256,896		\$363,544

Basis Units: # of FTE's per department
Source:

OMB A-87 Cost Allocation Plan

Allocation Summary

Dept:2 020 Administrative Officer

Department	CAO - TOB	CAO - FTE	General Gov't	Total
2 020 Administrative Officer	\$3,538	\$1,647	\$0	\$5,185
3 070 Finance	13,433	15,176	0	28,609
4 120 County Counsel	7,203	5,837	0	13,040
5 240 County Facilities	21,140	17,511	0	38,651
6 300 Information Technology	10,310	11,674	0	21,984
7 001 Board Of Supervisors	3,748	5,837	0	9,585
8 100 Assessor	8,919	8,172	0	17,091
9 180 County Clerk/Recorder	3,955	5,837	0	9,792
10 190 Econ Devel	3,354	5,837	0	9,191
11 200 Election Division	1,740	0	0	1,740
13 280 Insurance	10,839	1,167	0	12,006
15 360 Grand Jury	48	5,837	0	5,885
16 425 Victim Witness	522	1,167	0	1,690
17 430 District Attorney	12,438	9,339	0	21,777
19 435 Public Defender	5,053	0	0	5,053
21 440 Sheriff	40,420	30,353	0	70,773
23 444 Court Screener	3,829	11,674	0	15,503
24 445 Boats/Court Screeners	1,420	1,167	0	2,587
25 460 Drug Task	831	0	0	831
26 461 Search & Rescue	167	0	0	167
27 480 Jail	18,494	22,181	0	40,674
28 500 Juvenile Hall	950	0	0	950
29 520 Probation Department	8,291	9,339	0	17,631
30 560 Building Inspector	3,320	2,335	0	5,655
31 580 Sealer Weights-Measures	1,160	0	0	1,160
32 600 Emergency Svcs	3,299	1,167	0	4,466
33 620 Planning Commission	73	0	0	73
34 660 Planning & Transportation	8,204	9,339	0	17,543
35 661 Housing Development	2,589	1,167	0	3,756
36 664 Code Enforcement	805	1,167	0	1,972
37 666 LAFCo	75	0	0	75
38 680 Animal Control	3,798	5,837	0	9,635
39 681 South County Shelter	767	2,335	0	3,102
40 720 Public Works/Lights	4,832	4,670	0	9,502
41 855 Paramedic Program	30,359	31,520	0	61,879
42 860 Bridgeport Clinic	1,052	0	0	1,052
44 896 Farm Advisor	297	0	0	297
45 Fd 102 - 262 Fish	1,025	0	0	1,025
46 Fd 103 - 868 Social Svcs	19,666	23,348	0	43,014
47 Fd 103 - 870 Aid Programs	5,354	0	0	5,354
48 Fd 103 - 874 Aid To Indigents	96	0	0	96

OMB A-87 Cost Allocation Plan

Allocation Summary

Dept:2 020 Administrative Officer

Department	CAO - TOB	CAO - FTE	General Gov't	Total
49 Fd 103 - 875 Senior Program	\$1,821	\$4,670	\$0	\$6,490
50 Fd 104 - 840 Community Mental	5,983	12,842	0	18,824
51 Fd 104 - 845 Alcohol & Drug	3,892	3,502	0	7,394
52 Fd 105 - 800 Public Health	18,237	22,181	0	40,418
53 Fd 106 - 261 Tourism	3,530	0	0	3,530
54 Fd 107 - 173 MHSA	7,376	3,502	0	10,879
57 Fd 108 - 290 Conway/Matly	109	0	0	109
58 Fd 260 - 341 Traffic & Other	0	1,167	0	1,167
59 Fd 260 - 342 Civil	0	2,335	0	2,335
60 Fd 260 - 346 Criminal	0	7,004	0	7,004
62 Fd 260 - 349 Fiscal Services	0	2,335	0	2,335
63 Fd 260 - 350 Interpret	0	1,167	0	1,167
66 Fd 260 - 354 Child Support	0	1,167	0	1,167
70 Fd 600 - 760 Airports	625	0	0	625
71 Fd 605 - 899 Campgrounds	190	0	0	190
72 Fd 610 - 700 Cemeteries	595	0	0	595
73 Fd 615 - 905 Solid Waste	13,255	7,004	0	20,259
74 Fd 650 - 723 Motor Pool (ISF)	2,001	0	0	2,001
75 Fd 655 - 335 Copier Pool (ISF)	484	0	0	484
76 Fd 700 - 725 Road	32,690	36,190	0	68,880
77 Fd 706 - 847 Health Education	1,198	1,167	0	2,366
79 Fd 716 - 640 Fish & Game	81	0	0	81
80 Fd 722 - 868 Employers Training	378	0	0	378
81 Fd 725 - CSA #1	274	0	0	274
82 Fd 730 - CSA #2	70	0	0	70
83 Fd 735 - CSA #5	60	0	0	60
84 Fd 739 - CWSA	435	0	0	435
85 Fd 783 - 800 Biotrust	2,588	1,167	0	3,755
86 Fd 795 - 380 Child Support	258	0	0	258
89 All Other	0	3,502	0	3,502
Total	\$363,544	\$363,544	\$0	\$727,088

Finance Nature and Extent of Services

The County Auditor/Finance Director is the Chief Fiscal Officer for the County. Auditor's office and the Treasurer's office are combined into one department to form the Finance Department. Finance costs are distributed by the following functions:

Payroll Services - Costs have been allocated based on # of FTE's per department.

Budget / General Accounting - Costs have been allocated based on total transactions per department, including A/P, CR/JE/PR.

Accounts Payable - Costs have been allocated based on number of accounts payable transactions per dept.

ISAWS - Costs have been allocated directly to Social Services.

Contract Processing - Costs have been allocated based on # of contracts processed per department.

General Government - Costs that are unallowable and therefore not allocated.

Personnel Service Analysis

OMB A-87 Cost Allocation Plan

Position	Salary	General Admin	Payroll Svcs	Budget / Gen'l Acctng	Accounts Payable	ISAWS	Contract Processing	Gen Gov't
Buccowich, R	\$60,744	\$5,500 9.05%	\$22,717 37.40%	\$13,241 21.80%	\$18,651 30.70%	\$0 0.00%	\$0 0.00%	\$636 1.05%
Butters, S	76,788	12,637 16.46%	11 0.01%	53,037 69.07%	4,109 5.35%	0 0.00%	0 0.00%	6,994 9.11%
Chapman, L	11,614	4,018 34.59%	203 1.74%	7,360 63.37%	0 0.00%	0 0.00%	0 0.00%	34 0.29%
Frank, G	60,060	7,938 13.22%	0 0.00%	38,440 64.00%	11,302 18.82%	0 0.00%	0 0.00%	2,380 3.96%
Galvin, P	49,272	2,708 5.50%	0 0.00%	10,336 20.98%	0 0.00%	0 0.00%	0 0.00%	36,228 73.53%
Glazier, R	109,752	31,142 28.38%	0 0.00%	37,617 34.28%	0 0.00%	0 0.00%	0 0.00%	40,992 37.35%
Hansen, R	55,020	8,789 15.97%	0 0.00%	13,587 24.70%	0 0.00%	0 0.00%	3,213 5.84%	29,430 53.49%
Hayes, L	33,099	17,362 52.45%	0 0.00%	12,157 36.73%	0 0.00%	0 0.00%	0 0.00%	3,580 10.82%
McCurry, M	57,036	14,580 25.56%	0 0.00%	1,456 2.55%	0 0.00%	0 0.00%	0 0.00%	41,000 71.88%
Mohling, S	15,922	2,045 12.84%	12,333 77.46%	0 0.00%	1,544 9.70%	0 0.00%	0 0.00%	0 0.00%
Muir, B	84,755	27,248 32.15%	822 0.97%	54,358 64.14%	1,095 1.29%	0 0.00%	0 0.00%	1,232 1.45%
Reed, R	109,752	109,752 100.00%	0 0.00%	0 0.00%	0 0.00%	0 0.00%	0 0.00%	0 0.00%
Reigle, A	30,177	3,393 11.24%	0 0.00%	2,512 8.32%	23,261 77.08%	1,011 3.35%	0 0.00%	0 0.00%

Personnel Service Analysis

OMB A-87 Cost Allocation Plan

Dept:3 070 Finance

Position	Salary	General Admin	Payroll Svcs	Budget / Gen'l Acctng	Accounts Payable	ISAWS	Contract Processing	Gen Gov't
Timpone, C	\$60,744	\$3,564 5.87%	\$9,916 16.32%	\$38,082 62.69%	\$5,395 8.88%	\$569 0.94%	\$0 0.00%	\$3,217 5.30%
Werthwein, J	9,981	1,805 18.08%	0 0.00%	2,476 24.81%	0 0.00%	0 0.00%	0 0.00%	5,700 57.11%
Westerlund, S	95,100	0 0.00%	95,100 100.00%	0 0.00%	0 0.00%	0 0.00%	0 0.00%	0 0.00%
Total	919,816	252,479	141,101	284,661	65,358	1,581	3,213	171,424
Relative %	0.00%	27.45%	15.34%	30.95%	7.11%	0.17%	0.35%	18.64%

OMB A-87 Cost Allocation Plan

Dept:3 070 Finance

A. Department Costs

Description	Amount	General Admin	Payroll Svcs	Budget / Gen'l Acctng	Accounts Payable	ISAWS	Contract Processing	Gen Gov't
Personnel Costs								
Salaries	941,810	258,516	144,475	291,467	66,921	1,618	3,290	175,523
Salary % Split		27.45%	15.34%	30.95%	7.11%	.17%	.35%	18.64%
Benefits	458,987	125,987	70,409	142,045	32,614	789	1,603	85,540
Subtotal - Personnel Costs	1,400,797	384,502	214,884	433,513	99,535	2,407	4,893	261,063
Services & Supplies Cost								
Telephone/Communications	672	185	103	208	48	1	2	125
Equip Maintenance & Repair	98,186	26,951	15,062	30,386	6,977	169	343	18,299
Membership Fees	1,390	382	213	430	99	2	5	259
Office Expense	64,104	17,596	9,834	19,839	4,555	110	224	11,947
Annual Audit	70,000	0	70,000	0	0	0	0	0
Consulting Services	16,608	4,559	2,548	5,140	1,180	29	58	3,095
Professional & Specialized Ser	29,756	8,168	4,565	9,209	2,114	51	104	5,546
Publications & Legal Notices	3,140	862	482	972	223	5	11	585
A-87 Indirect Costs	(1,352,353)	0	0	0	0	0	0	0
Special Department Expense	816	224	125	252	58	1	3	152
Travel & Training Expense	22,711	6,234	3,484	7,029	1,614	39	79	4,233
Vehicle Fuel Costs	1,034	284	159	320	73	2	4	193
Motor Pool Expense	1,045	287	160	323	74	2	4	195
Capital Equipment, \$5,000+	(552)	0	0	0	0	0	0	0
Rev: 17010 Misc Revenue	(3,082)	(846)	(473)	(954)	(219)	(5)	(11)	(574)
Rev: 17030 Cal-Card Rebate	(5,816)	(1,596)	(892)	(1,800)	(413)	(10)	(20)	(1,084)
Rev: 16470 Finance Admin Fees	(658)	(181)	(101)	(204)	(47)	(1)	(2)	(123)
Subtotal - Services & Supplies	(1,052,996)	63,107	35,268	141,151	16,336	395	803	42,848
Department Cost Total	347,801	447,609	250,152	574,664	115,871	2,802	5,696	303,911
Adjustments to Cost								
A-87 Indirect Costs	1,352,353	0	0	0	0	0	0	0
Capital Equipment, \$5,000+	552	0	0	0	0	0	0	0
Subtotal - Adjustments	1,352,905	0	0	0	0	0	0	0
Total Costs After Adjustments	1,700,706	447,609	250,152	574,664	115,871	2,802	5,696	303,911
General Admin Distribution	(447,609)		89,355	205,271	41,389	1,001	2,035	108,558
Grand Total	\$1,700,706	\$339,507	\$779,935	\$157,260	\$3,803	\$7,731	\$412,469	not allocated

**Mono County, CA
OMB A-87 Cost Allocation Plan**

B. Incoming Costs - (Default Spread Expense%)

Dept:3 070 Finance

Department	First Incoming	Second Incoming	Payroll Svcs	Budget / Gen'l Acctng	Accounts Payable	ISAWS	Contract Processing	Gen Gov't
1 Annex II	\$3,963	\$0	\$791	\$1,817	\$366	\$9	\$18	\$961
Subtotal - Building Use Allowance	3,963	0	791	1,817	366	9	18	961
2 CAO - TOB	9,453	3,979	2,682	6,160	1,242	30	61	3,258
2 CAO - FTE	10,704	4,472	3,030	6,960	1,403	34	69	3,681
Subtotal - 020 Administrative Officer	20,157	8,452	5,711	13,120	2,645	64	130	6,938
3 Payroll Svcs	0	14,347	2,864	6,579	1,327	32	65	3,479
3 Budget / Gen'l Acctng	0	35,649	7,117	16,349	3,296	80	162	8,646
3 Accounts Payable	0	7,464	1,490	3,423	690	17	34	1,810
3 Contract Processing	0	160	32	74	15	0	1	39
Subtotal - 070 Finance	0	57,620	11,503	26,424	5,328	129	262	13,975
4 Legal Svcs	0	22,905	4,573	10,504	2,118	51	104	5,555
Subtotal - 120 County Counsel	0	22,905	4,573	10,504	2,118	51	104	5,555
5 Building Maint	0	55,262	11,032	25,343	5,110	124	251	13,403
5 Utilities	0	13,514	2,698	6,197	1,250	30	61	3,278
5 Telephone	0	7,303	1,458	3,349	675	16	33	1,771
Subtotal - 240 County Facilities	0	76,079	15,187	34,889	7,035	170	346	18,451
6 Gen'l Info Tech Support	0	46,671	9,317	21,403	4,316	104	212	11,319
6 Direct Services	0	22,316	4,455	10,234	2,063	50	101	5,412
Subtotal - 300 Information Technology	0	68,987	13,772	31,637	6,379	154	314	16,731
Total Incoming	24,120	234,043	51,536	118,393	23,872	577	1,174	62,612
			19.96%	45.86%	9.25%	0.22%	0.45%	24.25%
C. Total Allocated		\$1,958,869	\$391,043	\$898,328	\$181,132	\$4,380	\$8,905	\$475,081

Mono County, CA
OMB A-87 Cost Allocation Plan

Payroll Svcs Allocations

Dept:3 070 Finance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	2	0.64%	\$2,207	\$0	\$2,207	\$0	\$2,207
3 070 Finance	13	4.17%	14,347	0	14,347	0	14,347
4 120 County Counsel	5	1.60%	5,518	0	5,518	787	6,305
5 240 County Facilities	15	4.81%	16,554	0	16,554	2,360	18,914
6 300 Information Technology	10	3.21%	11,036	0	11,036	1,573	12,609
7 001 Board Of Supervisors	5	1.60%	5,518	0	5,518	787	6,305
8 100 Assessor	7	2.24%	7,725	0	7,725	1,101	8,826
9 180 County Clerk/Recorder	5	1.60%	5,518	0	5,518	787	6,305
10 190 Econ Devel	5	1.60%	5,518	0	5,518	787	6,305
13 280 Insurance	1	0.32%	1,104	0	1,104	157	1,261
15 360 Grand Jury	5	1.60%	5,518	0	5,518	787	6,305
16 425 Victim Witness	1	0.32%	1,104	0	1,104	157	1,261
17 430 District Attorney	8	2.56%	8,829	0	8,829	1,258	10,087
21 440 Sheriff	26	8.33%	28,694	0	28,694	4,090	32,784
23 444 Court Screener	10	3.21%	11,036	0	11,036	1,573	12,609
24 445 Boats/Court Screeners	1	0.32%	1,104	0	1,104	157	1,261
27 480 Jail	19	6.09%	20,968	0	20,968	2,989	23,957
29 520 Probation Department	8	2.56%	8,829	0	8,829	1,258	10,087
30 560 Building Inspector	2	0.64%	2,207	0	2,207	315	2,522
32 600 Emergency Svcs	1	0.32%	1,104	0	1,104	157	1,261
34 660 Planning & Transportation	8	2.56%	8,829	0	8,829	1,258	10,087
35 661 Housing Development	1	0.32%	1,104	0	1,104	157	1,261
36 664 Code Enforcement	1	0.32%	1,104	0	1,104	157	1,261
38 680 Animal Control	5	1.60%	5,518	0	5,518	787	6,305
39 681 South County Shelter	2	0.64%	2,207	0	2,207	315	2,522
40 720 Public Works/Lights	4	1.28%	4,414	0	4,414	629	5,044
41 855 Paramedic Program	27	8.65%	29,797	0	29,797	4,247	34,044
46 Fd 103 - 868 Social Svcs	20	6.41%	22,072	0	22,072	3,146	25,218
49 Fd 103 - 875 Senior Program	4	1.28%	4,414	0	4,414	629	5,044
50 Fd 104 - 840 Community Mental	11	3.53%	12,140	0	12,140	1,730	13,870
51 Fd 104 - 845 Alcohol & Drug	3	0.96%	3,311	0	3,311	472	3,783
52 Fd 105 - 800 Public Health	19	6.09%	20,968	0	20,968	2,989	23,957
54 Fd 107 - 173 MHSA	3	0.96%	3,311	0	3,311	472	3,783
58 Fd 260 - 341 Traffic & Other	1	0.32%	1,104	0	1,104	157	1,261
59 Fd 260 - 342 Civil	2	0.64%	2,207	0	2,207	315	2,522
60 Fd 260 - 346 Criminal	6	1.92%	6,622	0	6,622	944	7,565
62 Fd 260 - 349 Fiscal Services	2	0.64%	2,207	0	2,207	315	2,522
63 Fd 260 - 350 Interpret	1	0.32%	1,104	0	1,104	157	1,261
66 Fd 260 - 354 Child Support	1	0.32%	1,104	0	1,104	157	1,261
73 Fd 615 - 905 Solid Waste	6	1.92%	6,622	0	6,622	944	7,565
76 Fd 700 - 725 Road	31	9.94%	34,211	0	34,211	4,877	39,088
77 Fd 706 - 847 Health Education	1	0.32%	1,104	0	1,104	157	1,261
85 Fd 783 - 800 Biotrust	1	0.32%	1,104	0	1,104	157	1,261

Payroll Svcs Allocations

OMB A-87 Cost Allocation Plan

Dept:3 070 Finance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
89 All Other	3	0.96%	\$3,311	\$0	\$3,311	\$472	\$3,783
Subtotal	312	100.00%	344,322	0	344,322	46,721	391,043
Direct Bills					0		0
Total					\$344,322		\$391,043

Basis Units: # of FTE's per department
Source:

Mono County, CA
OMB A-87 Cost Allocation Plan

Budget / Gen'l Accting Allocations

Dept:3 070 Finance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	598	1.13%	\$8,920	\$0	\$8,920	\$0	\$8,920
3 070 Finance	2,390	4.51%	35,649	0	35,649	0	35,649
4 120 County Counsel	310	0.58%	4,624	0	4,624	665	5,289
5 240 County Facilities	4,114	7.76%	61,365	0	61,365	8,824	70,188
6 300 Information Technology	774	1.46%	11,545	0	11,545	1,660	13,205
7 001 Board Of Supervisors	446	0.84%	6,653	0	6,653	957	7,609
8 100 Assessor	319	0.60%	4,758	0	4,758	684	5,442
9 180 County Clerk/Recorder	691	1.30%	10,307	0	10,307	1,482	11,789
10 190 Econ Devel	115	0.22%	1,715	0	1,715	247	1,962
11 200 Election Division	231	0.44%	3,446	0	3,446	495	3,941
13 280 Insurance	239	0.45%	3,565	0	3,565	513	4,078
15 360 Grand Jury	166	0.31%	2,476	0	2,476	356	2,832
16 425 Victim Witness	116	0.22%	1,730	0	1,730	249	1,979
17 430 District Attorney	854	1.61%	12,738	0	12,738	1,832	14,570
18 431 Law Library	1	0.00%	15	0	15	2	17
19 435 Public Defender	275	0.52%	4,102	0	4,102	590	4,692
20 437 County MOE	13	0.02%	194	0	194	28	222
21 440 Sheriff	3,185	6.01%	47,508	0	47,508	6,831	54,339
22 443 Radio	2	0.00%	30	0	30	4	34
23 444 Court Screener	211	0.40%	3,147	0	3,147	453	3,600
24 445 Boats/Court Screeners	226	0.43%	3,371	0	3,371	485	3,856
25 460 Drug Task	317	0.60%	4,728	0	4,728	680	5,408
26 461 Search & Rescue	244	0.46%	3,640	0	3,640	523	4,163
27 480 Jail	777	1.47%	11,590	0	11,590	1,667	13,256
28 500 Juvenile Hall	245	0.46%	3,654	0	3,654	525	4,180
29 520 Probation Department	925	1.74%	13,797	0	13,797	1,984	15,781
30 560 Building Inspector	738	1.39%	11,008	0	11,008	1,583	12,591
31 580 Sealer Weights-Measures	6	0.01%	89	0	89	13	102
32 600 Emergency Svcs	187	0.35%	2,789	0	2,789	401	3,190
33 620 Planning Commission	85	0.16%	1,268	0	1,268	182	1,450
34 660 Planning & Transportation	1,064	2.01%	15,871	0	15,871	2,282	18,153
35 661 Housing Development	289	0.54%	4,311	0	4,311	620	4,931
36 664 Code Enforcement	238	0.45%	3,550	0	3,550	510	4,060
37 666 LAFCo	63	0.12%	940	0	940	135	1,075
38 680 Animal Control	370	0.70%	5,519	0	5,519	794	6,313
39 681 South County Shelter	289	0.54%	4,311	0	4,311	620	4,931
40 720 Public Works/Lights	729	1.37%	10,874	0	10,874	1,564	12,437
41 855 Paramedic Program	2,215	4.18%	33,039	0	33,039	4,751	37,790
42 860 Bridgeport Clinic	123	0.23%	1,835	0	1,835	264	2,098
43 878 Veterans Services Officer	12	0.02%	179	0	179	26	205
44 896 Farm Advisor	2	0.00%	30	0	30	4	34
45 Fd 102 - 262 Fish	21	0.04%	313	0	313	45	358
46 Fd 103 - 868 Social Svcs	1,996	3.76%	29,772	0	29,772	4,281	34,053

**Mono County, CA
OMB A-87 Cost Allocation Plan**

Budget / Gen'l Acct'g Allocations

Dept:3 070 Finance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
47 Fd 103 - 870 Aid Programs	342	0.64%	\$5,101	\$0	\$5,101	\$734	\$5,835
48 Fd 103 - 874 Aid To Indigents	71	0.13%	1,059	0	1,059	152	1,211
49 Fd 103 - 875 Senior Program	716	1.35%	10,680	0	10,680	1,536	12,216
50 Fd 104 - 840 Community Mental	1,133	2.14%	16,900	0	16,900	2,430	19,330
51 Fd 104 - 845 Alcohol & Drug	523	0.99%	7,801	0	7,801	1,122	8,923
52 Fd 105 - 800 Public Health	1,941	3.66%	28,952	0	28,952	4,163	33,115
53 Fd 106 - 261 Tourism	844	1.59%	12,589	0	12,589	1,810	14,399
54 Fd 107 - 173 MHSA	474	0.89%	7,070	0	7,070	1,017	8,087
57 Fd 108 - 290 Conway/Matly	18	0.03%	268	0	268	39	307
58 Fd 260 - 341 Traffic & Other	69	0.13%	1,029	0	1,029	148	1,177
59 Fd 260 - 342 Civil	63	0.12%	940	0	940	135	1,075
60 Fd 260 - 346 Criminal	51	0.10%	761	0	761	109	870
62 Fd 260 - 349 Fiscal Services	48	0.09%	716	0	716	103	819
63 Fd 260 - 350 Interpret	31	0.06%	462	0	462	66	529
64 Fd 260 - 351 Jury Services	52	0.10%	776	0	776	112	887
65 Fd 260 - 353 Court Human	48	0.09%	716	0	716	103	819
66 Fd 260 - 354 Child Support	10	0.02%	149	0	149	21	171
68 Fd 260 - 359 Court Support	68	0.13%	1,014	0	1,014	146	1,160
69 Fd 260 - 360 Superior Court	65	0.12%	970	0	970	139	1,109
70 Fd 600 - 760 Airports	274	0.52%	4,087	0	4,087	588	4,675
71 Fd 605 - 899 Campgrounds	80	0.15%	1,193	0	1,193	172	1,365
72 Fd 610 - 700 Cemeteries	21	0.04%	313	0	313	45	358
73 Fd 615 - 905 Solid Waste	1,045	1.97%	15,587	0	15,587	2,241	17,829
74 Fd 650 - 723 Motor Pool (ISF)	486	0.92%	7,249	0	7,249	1,042	8,292
75 Fd 655 - 335 Copier Pool (ISF)	238	0.45%	3,550	0	3,550	510	4,060
76 Fd 700 - 725 Road	2,531	4.77%	37,752	0	37,752	5,429	43,181
77 Fd 706 - 847 Health Education	178	0.34%	2,655	0	2,655	382	3,037
78 Fd 713 - 295 Geothermal	9	0.02%	134	0	134	19	154
79 Fd 716 - 640 Fish & Game	20	0.04%	298	0	298	43	341
80 Fd 722 - 868 Employers Training	143	0.27%	2,133	0	2,133	307	2,440
81 Fd 725 - CSA #1	151	0.28%	2,252	0	2,252	324	2,576
82 Fd 730 - CSA #2	65	0.12%	970	0	970	139	1,109
83 Fd 735 - CSA #5	75	0.14%	1,119	0	1,119	161	1,280
84 Fd 739 - CWSA	169	0.32%	2,521	0	2,521	362	2,883
85 Fd 783 - 800 Biotrust	256	0.48%	3,819	0	3,819	549	4,368
86 Fd 795 - 380 Child Support	29	0.05%	433	0	433	62	495
87 Schools	2,413	4.55%	35,992	0	35,992	5,175	41,168
88 Special Districts	3,401	6.41%	50,729	0	50,729	7,295	58,024
89 All Other	8,668	16.35%	129,292	0	129,292	18,591	147,883

Budget / Gen'l Acctng Allocations

OMB A-87 Cost Allocation Plan

Dept:3 070 Finance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
	53,030	100.00%	790,997	0	790,997	107,331	898,328
Direct Bills					0		0
Total					\$790,997		\$898,328

Basis Units: Total transactions per department, INCI A/P, CR/JE/PR
 Source:

Mono County, CA
OMB A-87 Cost Allocation Plan

Accounts Payable Allocations

Dept:3 070 Finance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	290	1.29%	\$2,057	\$0	\$2,057	\$0	\$2,057
3 070 Finance	1,052	4.68%	7,464	0	7,464	0	7,464
4 120 County Counsel	181	0.81%	1,284	0	1,284	185	1,469
5 240 County Facilities	3,691	16.42%	26,187	0	26,187	3,779	29,966
6 300 Information Technology	99	0.44%	702	0	702	101	804
7 001 Board Of Supervisors	187	0.83%	1,327	0	1,327	191	1,518
8 100 Assessor	143	0.64%	1,015	0	1,015	146	1,161
9 180 County Clerk/Recorder	137	0.61%	972	0	972	140	1,112
10 190 Econ Devel	14	0.06%	99	0	99	14	114
11 200 Election Division	118	0.52%	837	0	837	121	958
13 280 Insurance	84	0.37%	596	0	596	86	682
15 360 Grand Jury	164	0.73%	1,164	0	1,164	168	1,331
16 425 Victim Witness	5	0.02%	35	0	35	5	41
17 430 District Attorney	357	1.59%	2,533	0	2,533	366	2,898
19 435 Public Defender	90	0.40%	639	0	639	92	731
20 437 County MOE	9	0.04%	64	0	64	9	73
21 440 Sheriff	1,397	6.21%	9,911	0	9,911	1,430	11,342
22 443 Radio	1	0.00%	7	0	7	1	8
23 444 Court Screener	20	0.09%	142	0	142	20	162
24 445 Boats/Court Screeners	60	0.27%	426	0	426	61	487
25 460 Drug Task	113	0.50%	802	0	802	116	917
26 461 Search & Rescue	182	0.81%	1,291	0	1,291	186	1,478
27 480 Jail	352	1.57%	2,497	0	2,497	360	2,858
28 500 Juvenile Hall	30	0.13%	213	0	213	31	244
29 520 Probation Department	138	0.61%	979	0	979	141	1,120
30 560 Building Inspector	63	0.28%	447	0	447	65	511
31 580 Sealer Weights-Measures	1	0.00%	7	0	7	1	8
32 600 Emergency Svcs	92	0.41%	653	0	653	94	747
33 620 Planning Commission	56	0.25%	397	0	397	57	455
34 660 Planning & Transportation	560	2.49%	3,973	0	3,973	573	4,546
35 661 Housing Development	55	0.24%	390	0	390	56	447
36 664 Code Enforcement	18	0.08%	128	0	128	18	146
37 666 LAFCo	13	0.06%	92	0	92	13	106
38 680 Animal Control	79	0.35%	560	0	560	81	641
39 681 South County Shelter	65	0.29%	461	0	461	67	528
40 720 Public Works/Lights	332	1.48%	2,355	0	2,355	340	2,695
41 855 Paramedic Program	1,290	5.74%	9,152	0	9,152	1,321	10,473
42 860 Bridgeport Clinic	119	0.53%	844	0	844	122	966
43 878 Veterans Services Officer	5	0.02%	35	0	35	5	41
44 896 Farm Advisor	1	0.00%	7	0	7	1	8
45 Fd 102 - 262 Fish	13	0.06%	92	0	92	13	106
46 Fd 103 - 868 Social Svcs	544	2.42%	3,860	0	3,860	557	4,417
47 Fd 103 - 870 Aid Programs	298	1.33%	2,114	0	2,114	305	2,419



**Mono County, CA
OMB A-87 Cost Allocation Plan**

Dept:3 070 Finance

Accounts Payable Allocations

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
48 Fd 103 - 874 Aid To Indigents	49	0.22%	\$348	\$0	\$348	\$50	\$398
49 Fd 103 - 875 Senior Program	207	0.92%	1,469	0	1,469	212	1,681
50 Fd 104 - 840 Community Mental	225	1.00%	1,596	0	1,596	230	1,827
51 Fd 104 - 845 Alcohol & Drug	111	0.49%	788	0	788	114	901
52 Fd 105 - 800 Public Health	441	1.96%	3,129	0	3,129	452	3,580
53 Fd 106 - 261 Tourism	239	1.06%	1,696	0	1,696	245	1,940
54 Fd 107 - 173 MHSA	168	0.75%	1,192	0	1,192	172	1,364
57 Fd 108 - 290 Conway/Matly	7	0.03%	50	0	50	7	57
70 Fd 600 - 760 Airports	168	0.75%	1,192	0	1,192	172	1,364
71 Fd 605 - 899 Campgrounds	28	0.12%	199	0	199	29	227
72 Fd 610 - 700 Cemeteries	12	0.05%	85	0	85	12	97
73 Fd 615 - 905 Solid Waste	363	1.61%	2,575	0	2,575	372	2,947
74 Fd 650 - 723 Motor Pool (ISF)	403	1.79%	2,859	0	2,859	413	3,272
75 Fd 655 - 335 Copier Pool (ISF)	201	0.89%	1,426	0	1,426	206	1,632
76 Fd 700 - 725 Road	2,029	9.03%	14,395	0	14,395	2,077	16,473
77 Fd 706 - 847 Health Education	60	0.27%	426	0	426	61	487
78 Fd 713 - 295 Geothermal	5	0.02%	35	0	35	5	41
79 Fd 716 - 640 Fish & Game	2	0.01%	14	0	14	2	16
80 Fd 722 - 868 Employers Training	59	0.26%	419	0	419	60	479
81 Fd 725 - CSA #1	95	0.42%	674	0	674	97	771
82 Fd 730 - CSA #2	47	0.21%	333	0	333	48	382
83 Fd 735 - CSA #5	33	0.15%	234	0	234	34	268
84 Fd 739 - CWSA	10	0.04%	71	0	71	10	81
85 Fd 783 - 800 Biotrust	76	0.34%	539	0	539	78	617
86 Fd 795 - 380 Child Support	12	0.05%	85	0	85	12	97
87 Schools	32	0.14%	227	0	227	33	260
88 Special Districts	1,996	8.88%	14,161	0	14,161	2,044	16,205
89 All Other	2,884	12.83%	20,461	0	20,461	2,953	23,414
Subtotal	22,480	100.00%	159,491	0	159,491	21,641	181,132

Direct Bills

0

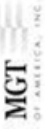
Total

Basis Units: Number of accounts payable transactions per dept

Source:

\$159,491

\$181,132



ISAWS Allocations

OMB A-87 Cost Allocation Plan

Dept:3 070 Finance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
46 Fd 103 - 868 Social Svcs	100	100.00%	\$3,857	\$0	\$3,857	\$523	\$4,380
Subtotal	100	100.00%	3,857	0	3,857	523	4,380
Direct Bills					0		0
Total					\$3,857		\$4,380

Basis Units: Direct to Social Services
Source:

Mono County, CA
OMB A-87 Cost Allocation Plan

Contract Processing Allocations

Dept:3 070 Finance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	3	0.88%	\$69	\$0	\$69	\$0	\$69
3 070 Finance	7	2.05%	160	0	160	0	160
5 240 County Facilities	70	20.47%	1,605	0	1,605	224	1,829
6 300 Information Technology	4	1.17%	92	0	92	13	105
7 001 Board Of Supervisors	1	0.29%	23	0	23	3	26
8 100 Assessor	3	0.88%	69	0	69	10	78
9 180 County Clerk/Recorder	1	0.29%	23	0	23	3	26
10 190 Econ Devel	2	0.58%	46	0	46	6	52
11 200 Election Division	1	0.29%	23	0	23	3	26
13 280 Insurance	4	1.17%	92	0	92	13	105
19 435 Public Defender	1	0.29%	23	0	23	3	26
21 440 Sheriff	12	3.51%	275	0	275	38	314
22 443 Radio	1	0.29%	23	0	23	3	26
24 445 Boats/Court Screeners	2	0.58%	46	0	46	6	52
25 460 Drug Task	1	0.29%	23	0	23	3	26
26 461 Search & Rescue	1	0.29%	23	0	23	3	26
27 480 Jail	4	1.17%	92	0	92	13	105
28 500 Juvenile Hall	1	0.29%	23	0	23	3	26
29 520 Probation Department	4	1.17%	92	0	92	13	105
30 560 Building Inspector	5	1.46%	115	0	115	16	131
32 600 Emergency Svcs	1	0.29%	23	0	23	3	26
34 660 Planning & Transportation	5	1.46%	115	0	115	16	131
35 661 Housing Development	4	1.17%	92	0	92	13	105
38 680 Animal Control	1	0.29%	23	0	23	3	26
40 720 Public Works/Lights	6	1.75%	138	0	138	19	157
41 855 Paramedic Program	2	0.58%	46	0	46	6	52
42 860 Bridgeport Clinic	1	0.29%	23	0	23	3	26
45 Fd 102 - 262 Fish	3	0.88%	69	0	69	10	78
46 Fd 103 - 868 Social Svcs	10	2.92%	229	0	229	32	261
47 Fd 103 - 870 Aid Programs	1	0.29%	23	0	23	3	26
48 Fd 103 - 874 Aid To Indigents	2	0.58%	46	0	46	6	52
49 Fd 103 - 875 Senior Program	1	0.29%	23	0	23	3	26
50 Fd 104 - 840 Community Mental	4	1.17%	92	0	92	13	105
51 Fd 104 - 845 Alcohol & Drug	4	1.17%	92	0	92	13	105
52 Fd 105 - 800 Public Health	10	2.92%	229	0	229	32	261
53 Fd 106 - 261 Tourism	23	6.73%	527	0	527	74	601
54 Fd 107 - 173 MHSA	2	0.58%	46	0	46	6	52
57 Fd 108 - 290 Conway/Matly	2	0.58%	46	0	46	6	52
70 Fd 600 - 760 Airports	4	1.17%	92	0	92	13	105
71 Fd 605 - 899 Campgrounds	2	0.58%	46	0	46	6	52
72 Fd 610 - 700 Cemeteries	3	0.88%	69	0	69	10	78
73 Fd 615 - 905 Solid Waste	20	5.85%	459	0	459	64	523
74 Fd 650 - 723 Motor Pool (ISF)	3	0.88%	69	0	69	10	78

OMB A-87 Cost Allocation Plan

Contract Processing Allocations

Dept:3 070 Finance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
75 Fd 655 - 335 Copier Pool (ISF)	5	1.46%	\$115	\$0	\$115	\$16	\$131
76 Fd 700 - 725 Road	21	6.14%	481	0	481	67	549
77 Fd 706 - 847 Health Education	16	4.68%	367	0	367	51	418
81 Fd 725 - CSA #1	10	2.92%	229	0	229	32	261
84 Fd 739 - CWSA	2	0.58%	46	0	46	6	52
85 Fd 783 - 800 Biotrust	4	1.17%	92	0	92	13	105
89 All Other	42	12.28%	963	0	963	135	1,098
Subtotal	342	100.00%	7,841	0	7,841	1,064	8,905

Direct Bills

0

Total

\$7,841

Basis Units: # of contracts processed per department

Source:



**Mono County, CA
OMB A-87 Cost Allocation Plan**

Allocation Summary

Dept:3 070 Finance

Department	Payroll Svcs	Budget / Gen'l Actng	Accounts Payable	ISAWS	Contract Processing	Gen Gov't	Total
2 020 Administrative Officer	\$2,207	\$8,920	\$2,057	\$0	\$69	\$0	\$13,253
3 070 Finance	14,347	35,649	7,464	0	160	0	57,620
4 120 County Counsel	6,305	5,289	1,469	0	0	0	13,063
5 240 County Facilities	18,914	70,188	29,966	0	1,829	0	120,897
6 300 Information Technology	12,609	13,205	804	0	105	0	26,722
7 001 Board Of Supervisors	6,305	7,609	1,518	0	26	0	15,458
8 100 Assessor	8,826	5,442	1,161	0	78	0	15,508
9 180 County Clerk/Recorder	6,305	11,789	1,112	0	26	0	19,232
10 190 Econ Devel	6,305	1,962	114	0	52	0	8,432
11 200 Election Division	0	3,941	958	0	26	0	4,925
13 280 Insurance	1,261	4,078	682	0	105	0	6,125
15 360 Grand Jury	6,305	2,832	1,331	0	0	0	10,468
16 425 Victim Witness	1,261	1,979	41	0	0	0	3,281
17 430 District Attorney	10,087	14,570	2,898	0	0	0	27,556
18 431 Law Library	0	17	0	0	0	0	17
19 435 Public Defender	0	4,692	731	0	26	0	5,449
20 437 County MOE	0	222	73	0	0	0	295
21 440 Sheriff	32,784	54,339	11,342	0	314	0	98,778
22 443 Radio	0	34	8	0	26	0	68
23 444 Court Screener	12,609	3,600	162	0	0	0	16,371
24 445 Boats/Court Screeners	1,261	3,856	487	0	52	0	5,656
25 460 Drug Task	0	5,408	917	0	26	0	6,352
26 461 Search & Rescue	0	4,163	1,478	0	26	0	5,667
27 480 Jail	23,957	13,256	2,858	0	105	0	40,176
28 500 Juvenile Hall	0	4,180	244	0	26	0	4,450
29 520 Probation Department	10,087	15,781	1,120	0	105	0	27,093
30 560 Building Inspector	2,522	12,591	511	0	131	0	15,755
31 580 Sealer Weights-Measures	0	102	8	0	0	0	110
32 600 Emergency Svcs	1,261	3,190	747	0	26	0	5,224
33 620 Planning Commission	0	1,450	455	0	0	0	1,905
34 660 Planning & Transportation	10,087	18,153	4,546	0	131	0	32,917
35 661 Housing Development	1,261	4,931	447	0	105	0	6,743
36 664 Code Enforcement	1,261	4,060	146	0	0	0	5,468
37 666 LAFCo	0	1,075	106	0	0	0	1,180
38 680 Animal Control	6,305	6,313	641	0	26	0	13,285
39 681 South County Shelter	2,522	4,931	528	0	0	0	7,980
40 720 Public Works/Lights	5,044	12,437	2,695	0	157	0	20,333
41 855 Paramedic Program	34,044	37,790	10,473	0	52	0	82,360
42 860 Bridgeport Clinic	0	2,098	966	0	26	0	3,091
43 878 Veterans Services Officer	0	205	41	0	0	0	245
44 896 Farm Advisor	0	34	8	0	0	0	42

OMB A-87 Cost Allocation Plan

Allocation Summary

Department	Payroll Svcs	Budget / Gen'l Actng	Accounts Payable	ISAWS	Contract Processing	Gen Gov't	Total
45 Fd 102 - 262 Fish	\$0	\$358	\$106	\$0	\$78	\$0	\$542
46 Fd 103 - 868 Social Svcs	25,218	34,053	4,417	4,380	261	0	68,330
47 Fd 103 - 870 Aid Programs	0	5,835	2,419	0	26	0	8,280
48 Fd 103 - 874 Aid To Indigents	0	1,211	398	0	52	0	1,661
49 Fd 103 - 875 Senior Program	5,044	12,216	1,681	0	26	0	18,966
50 Fd 104 - 840 Community Mental	13,870	19,330	1,827	0	105	0	35,131
51 Fd 104 - 845 Alcohol & Drug	3,783	8,923	901	0	105	0	13,711
52 Fd 105 - 800 Public Health	23,957	33,115	3,580	0	261	0	60,914
53 Fd 106 - 261 Tourism	0	14,399	1,940	0	601	0	16,941
54 Fd 107 - 173 MHSA	3,783	8,087	1,364	0	52	0	13,286
57 Fd 108 - 290 Conway/Matly	0	307	57	0	52	0	416
58 Fd 260 - 341 Traffic & Other	1,261	1,177	0	0	0	0	2,438
59 Fd 260 - 342 Civil	2,522	1,075	0	0	0	0	3,597
60 Fd 260 - 346 Criminal	7,565	870	0	0	0	0	8,436
62 Fd 260 - 349 Fiscal Services	2,522	819	0	0	0	0	3,341
63 Fd 260 - 350 Interpret	1,261	529	0	0	0	0	1,790
64 Fd 260 - 351 Jury Services	0	887	0	0	0	0	887
65 Fd 260 - 353 Court Human	0	819	0	0	0	0	819
66 Fd 260 - 354 Child Support	1,261	171	0	0	0	0	1,432
68 Fd 260 - 359 Court Support	0	1,160	0	0	0	0	1,160
69 Fd 260 - 360 Superior Court	0	1,109	0	0	0	0	1,109
70 Fd 600 - 760 Airports	0	4,675	1,364	0	105	0	6,143
71 Fd 605 - 899 Campgrounds	0	1,365	227	0	52	0	1,644
72 Fd 610 - 700 Cemeteries	0	358	97	0	78	0	534
73 Fd 615 - 905 Solid Waste	7,565	17,829	2,947	0	523	0	28,864
74 Fd 650 - 723 Motor Pool (ISF)	0	8,292	3,272	0	78	0	11,642
75 Fd 655 - 335 Copier Pool (ISF)	0	4,060	1,632	0	131	0	5,823
76 Fd 700 - 725 Road	39,088	43,181	16,473	0	549	0	99,291
77 Fd 706 - 847 Health Education	1,261	3,037	487	0	418	0	5,203
78 Fd 713 - 295 Geothermal	0	154	41	0	0	0	194
79 Fd 716 - 640 Fish & Game	0	341	16	0	0	0	357
80 Fd 722 - 868 Employers Training	0	2,440	479	0	0	0	2,919
81 Fd 725 - CSA #1	0	2,576	771	0	261	0	3,609
82 Fd 730 - CSA #2	0	1,109	382	0	0	0	1,491
83 Fd 735 - CSA #5	0	1,280	268	0	0	0	1,547
84 Fd 739 - CWSA	0	2,883	81	0	52	0	3,017
85 Fd 783 - 800 Biotrust	1,261	4,368	617	0	105	0	6,350
86 Fd 795 - 380 Child Support	0	495	97	0	0	0	592
87 Schools	0	41,168	260	0	0	0	41,428
88 Special Districts	0	58,024	16,205	0	0	0	74,229
89 All Other	3,783	147,883	23,414	0	1,098	0	176,178

OMB A-87 Cost Allocation Plan

Dept:3 070 Finance

Allocation Summary

Department	Payroll Svcs	Budget / Gen'l Accting	Accounts Payable	ISAWS	Contract Processing	Gen Gov't	Total
Total	\$391,043	\$898,328	\$181,132	\$4,380	\$8,905	\$0	\$1,483,789



**Mono County, CA
OMB A-87 Cost Allocation Plan**

**County Counsel
Nature and Extent of Services**

The County Counsel's office provides legal services to all County departments. County Counsel costs are distributed by the following functions:

Legal Services - Costs have been allocated based on percentage of attorney time per department supported.

General Government - Costs that are unallowable and therefore not allocated.

OMB A-87 Cost Allocation Plan

Dept:4 120 County Counsel

A. Department Costs

Description	Amount	General Admin	Legal Svcs
Personnel Costs			
Salaries	496,751	0	496,751
<i>Salary % Split</i>		.00%	100.00%
Benefits	264,118	0	264,118
Subtotal - Personnel Costs	760,869	0	760,869
Services & Supplies Cost			
Telephone/Communications	3,588	0	3,588
Membership Fees	5,942	0	5,942
Office Expense	9,537	0	9,537
Legal Services	5,294	0	5,294
Professional & Specialized Ser	9,039	0	9,039
Rents & Leases - Real Property	64,219	0	64,219
A-87 Indirect Costs	(727,511)	0	0
Special Department Expense	14,776	0	14,776
Travel & Training Expense	43,876	0	43,876
Rev. 27010 Misc Revenue	(352)	0	(352)
Subtotal - Services & Supplies	(571,591)	0	155,920
Department Cost Total	189,278	0	916,789
Adjustments to Cost			
A-87 Indirect Costs	727,511	0	0
Subtotal - Adjustments	727,511	0	0
Total Costs After Adjustments	916,789	0	916,789
General Admin Distribution		0	0
Grand Total	\$916,789		\$916,789

OMB A-87 Cost Allocation Plan

B. Incoming Costs - (Default Spread Expense%)

Dept:4 120 County Counsel

Department	First Incoming	Second Incoming	Legal Svcs
1 Courthouse	\$1,815	\$0	\$1,815
1 Sierra Center Mall	1,587	0	1,587
Subtotal - Building Use Allowance	3,403	0	3,403
2 CAO - TOB	5,069	2,134	7,203
2 CAO - FTE	4,117	1,720	5,837
Subtotal - 020 Administrative Officer	9,186	3,854	13,040
3 Payroll Svcs	5,518	787	6,305
3 Budget / Gen'l Acctng	4,624	665	5,289
3 Accounts Payable	1,284	185	1,469
Subtotal - 070 Finance	11,426	1,637	13,063
4 Legal Svcs	0	37,848	37,848
Subtotal - 120 County Counsel	0	37,848	37,848
5 Building Maint	0	39,787	39,787
5 Utilities	0	9,730	9,730
5 Telephone	0	4,695	4,695
Subtotal - 240 County Facilities	0	54,211	54,211
6 Gen'l Info Tech Support	0	22,705	22,705
6 Direct Services	0	10,552	10,552
Subtotal - 300 Information Technology	0	33,257	33,257
Total Incoming	24,015	130,808	154,823
			100.00%
C. Total Allocated	\$1,071,611	\$1,071,611	\$1,071,611

Legal Svcs Allocations

Dept:4 120 County Counsel

OMB A-87 Cost Allocation Plan

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	14.87	15.54%	\$146,182	\$0	\$146,182	\$0	\$146,182
3 070 Finance	2.33	2.43%	22,905	0	22,905	0	22,905
4 120 County Counsel	3.85	4.02%	37,848	0	37,848	0	37,848
6 300 Information Technology	1.24	1.30%	12,190	0	12,190	2,173	14,363
7 001 Board Of Supervisors	16.06	16.78%	157,880	0	157,880	28,141	186,021
8 100 Assessor	0.92	0.96%	9,044	0	9,044	1,612	10,656
9 180 County Clerk/Recorder	4.09	4.27%	40,207	0	40,207	7,167	47,374
10 190 Econ Devel	8.95	9.35%	87,984	0	87,984	15,683	103,667
15 360 Grand Jury	0.48	0.50%	4,719	0	4,719	841	5,560
17 430 District Attorney	0.09	0.09%	885	0	885	158	1,042
21 440 Sheriff	4.27	4.46%	41,977	0	41,977	7,482	49,459
29 520 Probation Department	0.88	0.92%	8,651	0	8,651	1,542	10,193
33 620 Planning Commission	0.36	0.38%	3,539	0	3,539	631	4,170
34 660 Planning & Transportation	2.73	2.85%	26,838	0	26,838	4,784	31,621
36 664 Code Enforcement	0.77	0.80%	7,570	0	7,570	1,349	8,919
38 680 Animal Control	0.64	0.67%	6,292	0	6,292	1,121	7,413
40 720 Public Works/Lights	12.52	13.08%	123,080	0	123,080	21,938	145,018
41 855 Paramedic Program	0.68	0.71%	6,685	0	6,685	1,192	7,876
45 Fd 102 - 262 Fish	0.13	0.14%	1,278	0	1,278	228	1,506
46 Fd 103 - 868 Social Svcs	10.96	11.45%	107,744	0	107,744	19,205	126,949
50 Fd 104 - 840 Community Mental	4.28	4.47%	42,075	0	42,075	7,500	49,575
52 Fd 105 - 800 Public Health	0.38	0.40%	3,736	0	3,736	666	4,402
77 Fd 706 - 847 Health Education	0.20	0.21%	1,966	0	1,966	350	2,317
81 Fd 725 - CSA #1	0.00	0.00%	11	0	11	2	13
84 Fd 739 - CWSA	0.11	0.11%	1,081	0	1,081	193	1,274
87 Schools	0.92	0.96%	9,044	0	9,044	1,612	10,656
88 Special Districts	1.10	1.15%	10,814	0	10,814	1,927	12,741
89 All Other	1.89	1.97%	18,580	(16,065)	2,515	3,312	5,827
Subtotal	95.70	100.00%	940,804	(16,065)	924,739	130,808	1,055,546
Direct Bills					16,065		16,065
Total			\$940,804				\$1,071,611

Basis Units: Percentage of attorney time per dept supported
Source:

OMB A-87 Cost Allocation Plan

Allocation Summary

Dept:4 120 County Counsel

Department	Legal Svcs	Total
0 Direct Billed	\$16,065	\$16,065
2 020 Administrative Officer	146,182	146,182
3 070 Finance	22,905	22,905
4 120 County Counsel	37,848	37,848
6 300 Information Technology	14,363	14,363
7 001 Board Of Supervisors	186,021	186,021
8 100 Assessor	10,656	10,656
9 180 County Clerk/Recorder	47,374	47,374
10 190 Econ Devel	103,667	103,667
15 360 Grand Jury	5,560	5,560
17 430 District Attorney	1,042	1,042
21 440 Sheriff	49,459	49,459
29 520 Probation Department	10,193	10,193
33 620 Planning Commission	4,170	4,170
34 660 Planning & Transportation	31,621	31,621
36 664 Code Enforcement	8,919	8,919
38 680 Animal Control	7,413	7,413
40 720 Public Works/Lights	145,018	145,018
41 855 Paramedic Program	7,876	7,876
45 Fd 102 - 262 Fish	1,506	1,506
46 Fd 103 - 888 Social Svcs	126,949	126,949
50 Fd 104 - 840 Community Mental	49,575	49,575
52 Fd 105 - 800 Public Health	4,402	4,402
77 Fd 706 - 847 Health Education	2,317	2,317
81 Fd 725 - CSA #1	13	13
84 Fd 739 - CWSA	1,274	1,274
87 Schools	10,656	10,656
88 Special Districts	12,741	12,741
89 All Other	5,827	5,827
Total	\$1,071,611	\$1,071,611

County Facilities Nature and Extent of Services

This department provides maintenance and custodial services to county buildings. County Facilities costs are distributed by the following functions:

Building Maintenance - Costs have been allocated based on square feet occupied per department.

Minaret Mall Contract Services - Costs have been allocated based on square feet occupied per department.

Parks Maintenance - Costs have been allocated directly to Parks Maintenance.

Utilities - Costs have been allocated based on square feet occupied per department supported. Departments that have already paid their utility costs have been excluded.

Telephones - The cost of the County's telephone system is allocated based on the number of phone lines per department.

OMB A-87 Cost Allocation Plan

Dept:5 240 County Facilities

A. Department Costs

Description	Amount	General Admin	Building Maint	Minaret Mall Contr Svcs	Parks Maintenance	Utilities	Telephone
Personnel Costs							
Salaries	911,360	278,862	512,594	0	119,903	0	0
Salary % Split		30.60%	56.24%	.00%	13.16%	.00%	.00%
Benefits	541,197	165,598	304,396	0	71,203	0	0
Subtotal - Personnel Costs	1,452,556	444,460	816,990	0	191,106	0	0
Services & Supplies Cost							
Uniform Allowance	3,715	0	3,715	0	0	0	0
Telephone/Communications	162,224	0	0	0	0	0	162,224
Household Expenses	31,715	0	31,715	0	0	0	0
Equip Maintenance & Repair	4,386	0	0	0	4,386	0	0
Building/Land Maint & Repair	177,077	0	177,077	0	0	0	0
Membership Fees	894	0	0	0	894	0	0
Office Expense	5,413	5,413	0	0	0	0	0
Contract Services	364,874	0	212,026	11,400	141,448	0	0
Professional & Specialized Ser	11,038	0	11,038	0	0	0	0
Rents & Leases - Other	2,516	0	2,516	0	0	0	0
Rents & Leases - Real Property	5,337	0	0	0	5,337	0	0
A-87 Indirect Costs	(1,147,813)	0	0	0	0	0	0
Small Tools & Instruments	13,973	0	13,973	0	0	0	0
Special Department Expense	3,649	0	1,564	0	2,085	0	0
Travel & Training Expense	17,653	0	8,827	0	8,827	0	0
Vehicle Fuel Costs	56,631	0	11,326	0	45,305	0	0
Motor Pool Expense	47,326	0	9,465	0	37,861	0	0
Utilities	330,618	1,667	0	0	0	328,950	0
Capital Outlay	72,003	0	0	0	0	0	0
Rev: 17250 Judgements, Damages	(3,208)	(982)	(1,805)	0	(422)	0	0
Adj: Parks Maint Direct Costs	(536,128)	0	0	0	(536,128)	0	0
Subtotal - Services & Supplies	(376,109)	6,099	481,437	11,400	(290,409)	328,950	162,224
Department Cost Total	1,076,448	450,559	1,298,427	11,400	(99,303)	328,950	162,224
Adjustments to Cost							
A-87 Indirect Costs	1,147,813	0	0	0	0	0	0
Capital Outlay	(72,003)	0	0	0	0	0	0

OMB A-87 Cost Allocation Plan

Dept:5 240 County Facilities

A. Department Costs

Description	Amount	General Admin	Building Maint	Minaret Mall Contr Svcs	Parks Maintenance	Utilities	Telephone
Subtotal - Adjustments	1,075,810	0	0	0	0	0	0
Total Costs After Adjustments	2,152,257	450,559	1,298,427	11,400	(99,303)	328,950	162,224
General Admin Distribution	(450,559)	351,256	0	0	99,303	0	0
Grand Total	\$2,152,257	\$1,649,683	\$11,400	\$0	\$328,950	\$162,224	

OMB A-87 Cost Allocation Plan

B. Incoming Costs - (Default Spread Custom%)

Dept:5 240 County Facilities

Department	First Incoming	Second Incoming	Building Maint	Minaret Contr Svcs	Parks Maintenance	Utilities	Telephone
1 Annex I	\$2,507	\$0	\$1,954	\$0	\$553	\$0	\$0
1 Annex II	706	0	550	0	156	0	0
Subtotal - Building Use Allowance	3,213	0	2,505	0	708	0	0
2 CAO - TOB	14,878	6,263	16,481	0	4,659	0	0
2 CAO - FTE	12,351	5,160	13,652	0	3,859	0	0
Subtotal - 020 Administrative Officer	27,228	11,423	30,133	0	8,519	0	0
3 Payroll Svcs	16,554	2,360	14,745	0	4,169	0	0
3 Budget / Gen'l Acctng	61,365	8,824	54,719	0	15,470	0	0
3 Accounts Payable	26,187	3,779	23,361	0	6,604	0	0
3 Contract Processing	1,605	224	1,426	0	403	0	0
Subtotal - 070 Finance	105,710	15,187	94,251	0	26,646	0	0
5 Building Maint	0	42,426	33,075	0	9,351	0	0
5 Utilities	0	10,375	8,088	0	2,287	0	0
5 Telephone	0	2,608	2,033	0	575	0	0
Subtotal - 240 County Facilities	0	55,409	43,197	0	12,212	0	0
6 Gen'l Info Tech Support	0	8,830	6,884	0	1,946	0	0
Subtotal - 300 Information Technology	0	8,830	6,884	0	1,946	0	0
Total Incoming	136,151	90,848	176,969	0	50,031	0	0
			76.77%	0.48%	2.10%	13.83%	6.82%
C. Total Allocated	\$2,379,256	\$1,826,652	\$11,400	\$50,031	\$328,950	\$162,224	

Building Maint Allocations

OMB A-87 Cost Allocation Plan

Dept:5 240 County Facilities

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	1,716.00	2.05%	\$35,934	\$0	\$35,934	\$0	\$35,934
3 070 Finance	2,639.00	3.15%	55,262	0	55,262	0	55,262
4 120 County Counsel	1,900.00	2.27%	39,787	0	39,787	0	39,787
5 240 County Facilities	2,026.00	2.42%	42,426	0	42,426	0	42,426
6 300 Information Technology	2,066.00	2.46%	43,263	0	43,263	1,936	45,200
7 001 Board Of Supervisors	2,214.00	2.64%	46,362	0	46,362	2,075	48,438
8 100 Assessor	2,157.00	2.57%	45,169	0	45,169	2,022	47,191
9 180 County Clerk/Recorder	819.00	0.98%	17,150	0	17,150	768	17,918
10 190 Econ Devel	367.00	0.44%	7,685	0	7,685	344	8,029
17 430 District Attorney	4,965.00	5.92%	103,970	0	103,970	4,653	108,623
21 440 Sheriff	6,440.00	7.68%	134,857	0	134,857	6,036	140,893
27 480 Jail	5,459.00	6.51%	114,315	0	114,315	5,116	119,431
29 520 Probation Department	3,832.00	4.57%	80,244	0	80,244	3,592	83,836
34 660 Planning & Transportation	4,398.50	5.25%	92,107	0	92,107	4,122	96,230
38 680 Animal Control	1,228.00	1.46%	25,715	0	25,715	1,151	26,866
39 681 South County Shelter	2,720.00	3.24%	56,958	0	56,958	2,549	59,508
40 720 Public Works/Lights	444.00	0.53%	9,298	0	9,298	416	9,714
42 860 Bridgeport Clinic	9,223.00	11.00%	193,135	0	193,135	8,644	201,779
46 Fd 103 - 868 Social Svcs	8,593.00	10.25%	179,943	0	179,943	8,054	187,996
50 Fd 104 - 840 Community Mental	2,375.00	2.83%	49,734	0	49,734	2,226	51,960
51 Fd 104 - 845 Alcohol & Drug	1,962.00	2.34%	41,085	0	41,085	1,839	42,924
52 Fd 105 - 800 Public Health	5,730.50	6.83%	120,000	0	120,000	5,371	125,371
69 Fd 260 - 360 Superior Court	3,635.00	4.34%	76,119	0	76,119	3,407	79,526
73 Fd 615 - 905 Solid Waste	254.00	0.30%	5,319	0	5,319	238	5,557
76 Fd 700 - 725 Road	921.00	1.10%	19,286	0	19,286	863	20,149
77 Fd 706 - 847 Health Education	395.00	0.47%	8,272	0	8,272	370	8,642
89 All Other	5,369.00	6.40%	112,430	0	112,430	5,032	117,462
Subtotal	83,848.00	100.00%	1,755,827	0	1,755,827	70,825	1,826,652
Direct Bills						0	0
Total					\$1,755,827		\$1,826,652

Basis Units: Square Ft per Dept
Source:



Minaret Mall Contr Svcs Allocations

OMB A-87 Cost Allocation Plan

Dept:5 240 County Facilities

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
17 430 District Attorney	346.00	3.68%	\$419	\$0	\$419	\$0	\$419
34 660 Planning & Transportation	3,488.50	37.10%	4,229	0	4,229	0	4,229
52 Fd 105 - 800 Public Health	5,173.50	55.02%	6,272	0	6,272	0	6,272
77 Fd 706 - 847 Health Education	395.00	4.20%	479	0	479	0	479
Subtotal	9,403.00	100.00%	11,400	0	11,400	0	11,400
Direct Bills					0		0
Total					\$11,400		\$11,400

Basis Units: Square Ft per Dept

Source:

Parks Maintenance Allocations

OMB A-87 Cost Allocation Plan

Dept:5 240 County Facilities

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
12 240 Facilities - Parks Maint	100	100.00%	\$30,008	\$0	\$30,008	\$20,023	\$50,031
Subtotal	100	100.00%	30,008	0	30,008	20,023	50,031
Direct Bills					0		0
Total					\$30,008		\$50,031

Basis Units: Direct to Parks Maintenance
Source:

OMB A-87 Cost Allocation Plan

Utilities Allocations

Dept:5 240 County Facilities

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	1,716.00	2.67%	\$8,787	\$0	\$8,787	\$0	\$8,787
3 070 Finance	2,639.00	4.11%	13,514	0	13,514	0	13,514
4 120 County Counsel	1,900.00	2.96%	9,730	0	9,730	0	9,730
5 240 County Facilities	2,026.00	3.15%	10,375	0	10,375	0	10,375
6 300 Information Technology	2,066.00	3.22%	10,580	0	10,580	0	10,580
7 001 Board Of Supervisors	2,214.00	3.45%	11,338	0	11,338	0	11,338
8 100 Assessor	2,157.00	3.36%	11,046	0	11,046	0	11,046
9 180 County Clerk/Recorder	819.00	1.27%	4,194	0	4,194	0	4,194
10 190 Econ Devel	367.00	0.57%	1,879	0	1,879	0	1,879
17 430 District Attorney	4,965.00	7.73%	25,425	0	25,425	0	25,425
27 480 Jail	5,459.00	8.50%	27,955	0	27,955	0	27,955
29 520 Probation Department	3,832.00	5.97%	19,623	0	19,623	0	19,623
34 660 Planning & Transportation	4,398.50	6.85%	22,524	0	22,524	0	22,524
40 720 Public Works/Lights	444.00	0.69%	2,274	0	2,274	0	2,274
46 Fd 103 - 868 Social Svcs	8,593.00	13.38%	44,004	0	44,004	0	44,004
50 Fd 104 - 840 Community Mental	2,375.00	3.70%	12,162	0	12,162	0	12,162
51 Fd 104 - 845 Alcohol & Drug	1,962.00	3.05%	10,047	0	10,047	0	10,047
52 Fd 105 - 800 Public Health	5,730.50	8.92%	29,345	0	29,345	0	29,345
69 Fd 260 - 360 Superior Court	3,635.00	5.66%	18,614	0	18,614	0	18,614
73 Fd 615 - 905 Solid Waste	254.00	0.40%	1,301	0	1,301	0	1,301
76 Fd 700 - 725 Road	921.00	1.43%	4,716	0	4,716	0	4,716
77 Fd 706 - 847 Health Education	395.00	0.61%	2,023	0	2,023	0	2,023
89 All Other	5,369.00	8.36%	27,494	0	27,494	0	27,494
Subtotal	64,237.00	100.00%	328,950	0	328,950	0	328,950

Direct Bills

0

Total

Basis Units: Square Ft per Dept Supported (excl Sheriff, Animal Ctr, Bridgeport Ct)

\$328,950

Source:

OMB A-87 Cost Allocation Plan

Telephone Allocations

Dept:5 240 County Facilities

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	18	5.79%	\$9,389	\$0	\$9,389	\$0	\$9,389
3 070 Finance	14	4.50%	7,303	0	7,303	0	7,303
4 120 County Counsel	9	2.89%	4,695	0	4,695	0	4,695
5 240 County Facilities	5	1.61%	2,608	0	2,608	0	2,608
6 300 Information Technology	12	3.86%	6,259	0	6,259	0	6,259
7 001 Board Of Supervisors	5	1.61%	2,608	0	2,608	0	2,608
8 100 Assessor	15	4.82%	7,824	0	7,824	0	7,824
9 180 County Clerk/Recorder	7	2.25%	3,651	0	3,651	0	3,651
10 190 Econ Devel	3	0.96%	1,565	0	1,565	0	1,565
16 425 Victim Witness	1	0.32%	522	0	522	0	522
17 430 District Attorney	19	6.11%	9,911	0	9,911	0	9,911
21 440 Sheriff	2	0.64%	1,043	0	1,043	0	1,043
29 520 Probation Department	17	5.47%	8,868	0	8,868	0	8,868
30 560 Building Inspector	5	1.61%	2,608	0	2,608	0	2,608
34 660 Planning & Transportation	22	7.07%	11,476	0	11,476	0	11,476
36 664 Code Enforcement	3	0.96%	1,565	0	1,565	0	1,565
38 680 Animal Control	5	1.61%	2,608	0	2,608	0	2,608
40 720 Public Works/Lights	13	4.18%	6,781	0	6,781	0	6,781
41 855 Paramedic Program	1	0.32%	522	0	522	0	522
46 Fd 103 - 868 Social Svcs	44	14.15%	22,951	0	22,951	0	22,951
50 Fd 104 - 840 Community Mental	22	7.07%	11,476	0	11,476	0	11,476
52 Fd 105 - 800 Public Health	47	15.11%	24,516	0	24,516	0	24,516
73 Fd 615 - 905 Solid Waste	2	0.64%	1,043	0	1,043	0	1,043
76 Fd 700 - 725 Road	13	4.18%	6,781	0	6,781	0	6,781
86 Fd 795 - 380 Child Support	7	2.25%	3,651	0	3,651	0	3,651
Subtotal	311	100.00%	162,224	0	162,224	0	162,224
Direct Bills					0		0
Total					\$162,224		\$162,224

Basis Units: # of Phone Lines per Dept
Source:

Allocation Summary

OMB A-87 Cost Allocation Plan

Dept:5 240 County Facilities

Department	Building Maint	Minaret Mail Contr Svcs	Parks Maintenance	Utilities	Telephone	Total
2 020 Administrative Officer	\$35,934	\$0	\$0	\$8,787	\$9,389	\$54,111
3 070 Finance	55,262	0	0	13,514	7,303	76,079
4 120 County Counsel	39,787	0	0	9,730	4,695	54,211
5 240 County Facilities	42,426	0	0	10,375	2,608	55,409
6 300 Information Technology	45,200	0	0	10,580	6,259	62,039
7 001 Board Of Supervisors	48,438	0	0	11,338	2,608	62,383
8 100 Assessor	47,191	0	0	11,046	7,824	66,061
9 180 County Clerk/Recorder	17,918	0	0	4,194	3,651	25,763
10 190 Econ Devel	8,029	0	0	1,879	1,565	11,473
12 240 Facilities - Parks Maint	0	0	50,031	0	0	50,031
16 425 Victim Witness	0	0	0	0	522	522
17 430 District Attorney	108,623	419	0	25,425	9,911	144,379
21 440 Sheriff	140,893	0	0	0	1,043	141,937
27 480 Jail	119,431	0	0	27,955	0	147,386
29 520 Probation Department	83,836	0	0	19,623	8,868	112,327
30 560 Building Inspector	0	0	0	0	2,608	2,608
34 660 Planning & Transportation	96,230	4,229	0	22,524	11,476	134,459
36 664 Code Enforcement	0	0	0	0	1,565	1,565
38 680 Animal Control	26,866	0	0	0	2,608	29,474
39 681 South County Shelter	59,508	0	0	0	0	59,508
40 720 Public Works/Lights	9,714	0	0	2,274	6,781	18,768
41 855 Paramedic Program	0	0	0	0	522	522
42 860 Bridgeport Clinic	201,779	0	0	0	0	201,779
46 Fd 103 - 868 Social Svcs	187,996	0	0	44,004	22,951	254,951
50 Fd 104 - 840 Community Mental	51,960	0	0	12,162	11,476	75,598
51 Fd 104 - 845 Alcohol & Drug	42,924	0	0	10,047	0	52,971
52 Fd 105 - 800 Public Health	125,371	6,272	0	29,345	24,516	185,505
69 Fd 260 - 360 Superior Court	79,526	0	0	18,614	0	98,140
73 Fd 615 - 905 Solid Waste	5,557	0	0	1,301	1,043	7,901
76 Fd 700 - 725 Road	20,149	0	0	4,716	6,781	31,647
77 Fd 706 - 847 Health Education	8,642	479	0	2,023	0	11,143
86 Fd 795 - 380 Child Support	0	0	0	0	3,651	3,651
89 All Other	117,462	0	0	27,494	0	144,956
Total	\$1,826,652	\$11,400	\$50,031	\$328,950	\$162,224	\$2,379,256

OMB A-87 Cost Allocation Plan

**Information Technology
Nature and Extent of Services**

The Information Technology department provides technology services internally to other county departments. Information Technology costs are distributed by the following functions:

General Information Technology Support - Costs have been allocated based on # of line extensions and PCs per department.

Direct Services - Costs have been allocated based on percentage of IT time per department supported.

OMB A-87 Cost Allocation Plan

Dept:6 300 Information Technology

A. Department Costs

Description	Amount	General Admin	Gen'l Info Tech Support	Direct Services
Personnel Costs				
S1 Salaries	742,132	148,886	347,204	246,041
Salary % Split		20.06%	46.78%	33.15%
S Benefits	385,013	77,241	180,127	127,644
Subtotal - Personnel Costs	<u>1,127,144</u>	<u>226,128</u>	<u>527,331</u>	<u>373,686</u>
Services & Supplies Cost				
P Telephone/Communications	11,760	0	11,760	0
S Equip Maintenance & Repair	7,241	1,453	3,388	2,401
S Office Expense	5,616	1,127	2,628	1,862
P Info Tech Basic Stock Supplies	20,216	0	20,216	0
S Consulting Services	22,550	4,524	10,550	7,476
S Rents & Leases - Other	61,615	12,361	28,826	20,427
S Rents & Leases - Real Property	35,380	7,098	16,553	11,730
D A-87 Indirect Costs	(835,370)	0	0	0
S Small Tools & Instruments	11	2	5	4
S Travel & Training Expense	16,180	3,246	7,570	5,364
S Vehicle Fuel Costs	2,206	443	1,032	731
S Motor Pool Expense	2,756	553	1,290	914
D Capital Equipment, \$5,000+	30,066	0	0	0
S Rev: 16960 GIS Fees (from public)	(146)	(29)	(68)	(48)
Subtotal - Services & Supplies	<u>(619,917)</u>	<u>30,777</u>	<u>103,749</u>	<u>50,861</u>
Department Cost Total	507,227	256,905	631,079	424,546
Adjustments to Cost				
D A-87 Indirect Costs	835,370	0	0	0
D Capital Equipment, \$5,000+	(30,066)	0	0	0
Subtotal - Adjustments	<u>805,304</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Costs After Adjustments	1,312,530	256,905	631,079	424,546
General Admin Distribution		(256,905)	153,584	103,321
Grand Total	<u>\$1,312,530</u>		<u>\$784,663</u>	<u>\$527,867</u>

OMB A-87 Cost Allocation Plan

B. Incoming Costs - (Default Spread Expense%)

Dept:6 300 Information Technology

Department	First Incoming	Second Incoming	Gen'l Info Tech Support	Direct Services
1 Annex II	\$1,771	\$0	\$1,058	\$712
1 Sierra Center Mall	874	0	523	352
Subtotal - Building Use Allowance	2,645	0	1,581	1,064
2 CAO - TOB	7,256	3,054	6,164	4,146
2 CAO - FTE	8,234	3,440	6,979	4,695
Subtotal - 020 Administrative Officer	15,490	6,494	13,143	8,841
3 Payroll Svcs	11,036	1,573	7,538	5,071
3 Budget / Gen'l Acctng	11,545	1,660	7,894	5,311
3 Accounts Payable	702	101	480	323
3 Contract Processing	92	13	62	42
Subtotal - 070 Finance	23,375	3,347	15,975	10,747
4 Legal Svcs	12,190	2,173	8,586	5,776
Subtotal - 120 County Counsel	12,190	2,173	8,586	5,776
5 Building Maint	43,263	1,936	27,021	18,178
5 Utilities	10,580	0	6,325	4,255
5 Telephone	6,259	0	3,742	2,517
Subtotal - 240 County Facilities	60,102	1,936	37,088	24,950
6 Gen'l Info Tech Support	0	51,717	30,918	20,799
Subtotal - 300 Information Technology	0	51,717	30,918	20,799
Total Incoming	113,802	65,668	107,292	72,178
			59.78%	40.22%
C. Total Allocated	\$1,492,000			
	\$891,955			\$600,045

Gen'l Info Tech Support Allocations

Dept:6 300 Information Technology

OMB A-87 Cost Allocation Plan

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	28	4.14%	\$35,319	\$0	\$35,319	\$0	\$35,319
3 070 Finance	37	5.47%	46,671	0	46,671	0	46,671
4 120 County Counsel	18	2.66%	22,705	0	22,705	0	22,705
5 240 County Facilities	7	1.04%	8,830	0	8,830	0	8,830
6 300 Information Technology	41	6.07%	51,717	0	51,717	0	51,717
7 001 Board Of Supervisors	10	1.48%	12,614	0	12,614	720	13,334
8 100 Assessor	36	5.33%	45,410	0	45,410	2,593	48,003
9 180 County Clerk/Recorder	25	3.70%	31,535	0	31,535	1,801	33,335
10 190 Econ Devel	6	0.89%	7,568	0	7,568	432	8,001
16 425 Victim Witness	2	0.30%	2,523	0	2,523	144	2,667
17 430 District Attorney	39	5.77%	49,194	0	49,194	2,809	52,003
21 440 Sheriff	51	7.54%	64,331	0	64,331	3,674	68,004
29 520 Probation Department	31	4.59%	39,103	0	39,103	2,233	41,336
30 560 Building Inspector	12	1.78%	15,137	0	15,137	864	16,001
34 660 Planning & Transportation	43	6.36%	54,240	0	54,240	3,097	57,337
36 664 Code Enforcement	5	0.74%	6,307	0	6,307	360	6,667
38 680 Animal Control	10	1.48%	12,614	0	12,614	720	13,334
40 720 Public Works/Lights	25	3.70%	31,535	0	31,535	1,801	33,335
41 855 Paramedic Program	9	1.33%	11,352	0	11,352	648	12,001
46 Fd 103 - 868 Social Svcs	66	9.76%	83,251	0	83,251	4,754	88,006
50 Fd 104 - 840 Community Mental	48	7.10%	60,547	0	60,547	3,458	64,004
52 Fd 105 - 800 Public Health	78	11.54%	98,388	0	98,388	5,619	104,007
73 Fd 615 - 905 Solid Waste	4	0.59%	5,046	0	5,046	288	5,334
76 Fd 700 - 725 Road	33	4.88%	41,626	0	41,626	2,377	44,003
80 Fd 722 - 868 Employers Training	2	0.30%	2,523	0	2,523	144	2,667
86 Fd 795 - 380 Child Support	10	1.48%	12,614	0	12,614	720	13,334
Subtotal	676	100.00%	852,697	0	852,697	39,258	891,955
Direct Bills					0		0
Total					\$852,697		\$891,955

Basis Units: # of Devices per Dept

Source:

OMB A-87 Cost Allocation Plan

Direct Services Allocations

Dept:6 300 Information Technology

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 020 Administrative Officer	0.72	2.17%	\$12,455	\$0	\$12,455	\$0	\$12,455
3 070 Finance	1.29	3.89%	22,316	0	22,316	0	22,316
4 120 County Counsel	0.61	1.84%	10,552	0	10,552	0	10,552
7 001 Board Of Supervisors	0.74	2.23%	12,801	0	12,801	640	13,441
8 100 Assessor	1.39	4.19%	24,046	0	24,046	1,202	25,248
9 180 County Clerk/Recorder	2.41	7.27%	41,691	0	41,691	2,084	43,775
10 190 Econ Devel	0.17	0.51%	2,941	0	2,941	147	3,088
11 200 Election Division	0.47	1.42%	8,131	0	8,131	406	8,537
15 360 Grand Jury	0.02	0.06%	346	0	346	17	363
17 430 District Attorney	2.99	9.02%	51,724	0	51,724	2,586	54,310
21 440 Sheriff	5.94	17.91%	102,756	0	102,756	5,137	107,893
29 520 Probation Department	0.78	2.35%	13,493	0	13,493	675	14,168
34 660 Planning & Transportation	1.28	3.86%	22,143	(2,067)	20,076	1,107	21,183
36 664 Code Enforcement	0.01	0.03%	173	0	173	9	182
38 680 Animal Control	0.07	0.21%	1,211	0	1,211	61	1,271
40 720 Public Works/Lights	2.60	7.84%	44,977	0	44,977	2,248	47,226
41 855 Paramedic Program	0.73	2.20%	12,628	0	12,628	631	13,260
45 Fd 102 - 262 Fish	0.01	0.03%	173	0	173	9	182
46 Fd 103 - 868 Social Svcs	2.42	7.30%	41,864	0	41,864	2,093	43,956
50 Fd 104 - 840 Community Mental	0.82	2.47%	14,185	0	14,185	709	14,894
52 Fd 105 - 800 Public Health	1.41	4.25%	24,392	0	24,392	1,219	25,611
77 Fd 706 - 847 Health Education	0.67	2.02%	11,590	0	11,590	579	12,170
88 Special Districts	0.00	0.00%	1	0	1	0	1
89 All Other	5.61	16.92%	97,047	(134,809)	(37,762)	4,851	(32,910)
Subtotal	33.16	100.00%	573,635	(136,876)	436,759	26,410	463,169
Direct Bills					136,876		136,876
Total					\$573,635		\$600,045

Basis Units: Percentage of IT time per department supported

Source:

OMB A-87 Cost Allocation Plan

Allocation Summary

Dept:6 300 Information Technology

Department	Gen'l Info Tech Support	Direct Services	Total
0 Direct Billed	\$0	\$136,876	\$136,876
2 020 Administrative Officer	35,319	12,455	47,774
3 070 Finance	46,671	22,316	68,987
4 120 County Counsel	22,705	10,552	33,257
5 240 County Facilities	8,830	0	8,830
6 300 Information Technology	51,717	0	51,717
7 001 Board Of Supervisors	13,334	13,441	26,775
8 100 Assessor	48,003	25,248	73,251
9 180 County Clerk/Recorder	33,335	43,775	77,110
10 190 Econ Devel	8,001	3,088	11,088
11 200 Election Division	0	8,537	8,537
15 360 Grand Jury	0	363	363
16 425 Victim Witness	2,667	0	2,667
17 430 District Attorney	52,003	54,310	106,313
21 440 Sheriff	68,004	107,893	175,897
29 520 Probation Department	41,336	14,168	55,504
30 560 Building Inspector	16,001	0	16,001
34 660 Planning & Transportation	57,337	21,183	78,520
36 664 Code Enforcement	6,667	182	6,849
38 680 Animal Control	13,334	1,271	14,606
40 720 Public Works/Lights	33,335	47,226	80,561
41 855 Paramedic Program	12,001	13,260	25,260
45 Fd 102 - 262 Fish	0	182	182
46 Fd 103 - 868 Social Svcs	88,006	43,956	131,962
50 Fd 104 - 840 Community Mental	64,004	14,894	78,898
52 Fd 105 - 800 Public Health	104,007	25,611	129,618
73 Fd 615 - 905 Solid Waste	5,334	0	5,334
76 Fd 700 - 725 Road	44,003	0	44,003
77 Fd 706 - 847 Health Education	0	12,170	12,170
80 Fd 722 - 868 Employers Training	2,667	0	2,667
86 Fd 795 - 380 Child Support	13,334	0	13,334
88 Special Districts	0	1	1
89 All Other	0	(32,910)	(32,910)
Total	\$891,955	\$600,045	\$1,492,000



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Public Works

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

**PERSONS
APPEARING
BEFORE THE
BOARD** Garrett Higerd

SUBJECT June Lake Streets Culvert
Replacement Drainage Easements

AGENDA DESCRIPTION:

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

Approximately six culvert segments of the existing June Lake Village drainage system were not originally included in the June Lake Streets Rehabilitation Project contract. These culverts are located on private property. As the project progressed, it was determined that improvement of these culverts would be beneficial to the overall drainage system. Several property owners wish to grant drainage easements to facilitate construction of these improvements.

RECOMMENDED ACTION:

Adopt resolution #R14-____, authorizing the Public Works Director to accept and consent to recordation of drainage easements necessary for replacement of culverts in June Lake.

FISCAL IMPACT:

This project is funded by the State Transportation Improvement Program (STIP). Contractor payments will not impact the General Fund.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.924.1802 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Additional Docs](#)

History

Time	Who	Approval
10/10/2014 11:51 AM	County Administrative Office	Yes
10/15/2014 12:11 PM	County Counsel	Yes
10/6/2014 5:09 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: October 21, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Re: June Lake Streets Culvert Replacement Change Order and Drainage Easements

Recommended Action:

Adopt resolution authorizing the Public Works Director to accept and consent to recordation of drainage easements necessary for replacement of culverts in June Lake.

Fiscal Impact:

This project is funded by the State Transportation Improvement Program (STIP). Contractor payments will not impact the General Fund.

Background:

Approximately six culvert segments of the existing June Lake Village drainage system were not originally included in the June Lake Streets Rehabilitation Project contract. These culverts are located on private property. As the project progressed, it was determined that improvement of these culverts would be beneficial to the overall drainage system. Several property owners wish to grant drainage easements to facilitate construction of these improvements. See the drainage easements attached as Exhibits 1-6. It is anticipated that other similar drainage easements will be needed during the course of the June Lake Streets Rehabilitation Project. Board authorization of the Public Works Director to accept and consent to recordation of drainage easements is intended to extend to those also.

The Government Code allows the Board to delegate the authority to accept such interests in real property to one or more officers or agents. The proposed resolution attached as Exhibit 7 would authorize the Public Works Director to accept the easements. The Board of Supervisors delegated the authority to write change orders to the Public Works Director when it approved the construction contract with Qualcon Contractors.

Please contact me at 760.924.1802 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Garrett Higerd, PE
Assistant Public Works Director

- Attachments:
- Exhibit 1 – Mitchell Drainage Easement Documents
 - Exhibit 2 – Mordaunt #1 Drainage Easement Documents
 - Exhibit 3 – Mordaunt #2 Drainage Easement Documents
 - Exhibit 4 – Tores #1 Drainage Easement Documents
 - Exhibit 5 – Tores #2 Drainage Easement Documents
 - Exhibit 6 – Holcombe Drainage Easement Documents
 - Exhibit 7 – Resolution Authorizing Public Works Director Approval

Recording Requested By:

County of Mono

When Recorded Deliver To:

Dept. of Public Works
P.O. Box 457
Bridgeport, CA. 93517

FBO Mono County

SPACE ABOVE FOR RECORDER'S USE

DRAINAGE EASEMENT

Assessor's Parcel No. **015-111-031-000**

Project Address: 11 Raymond Avenue, June Lake, CA

Project: JUNE LAKE STREETS RECONSTRUCTION

FRANCIS J. MITCHELL, hereinafter "GRANTOR," does hereby grant, bargain, convey and release unto the County of Mono and its successors and assigns, hereinafter "GRANTEE," a perpetual easement and right-of-way under, and across the hereinafter described real property for the installation, construction, maintenance, repair, replacement, reconstruction, removal and inspection of storm drainage facilities or obstructions (the "work"). To have and to hold said easement and right-of-way unto GRANTEE forever, together with the right to convey said easement, or any portion of said easement, to other public agencies.

The real property referred to herein and made subject to said easement and right-of-way by this grant is particularly described as follows:

That triangular corner portion of Lots 11 & 12, Block 8 of Silver Lake Pines Tract No. 1, in the County of Mono, State of California, as per map recorded in Parcel Map Book 1 at Page 2 in the Official Records of the County Recorder of Said County, adjacent to and coincidental with the easterly and northerly property lines, beginning at the northeasterly property corner and 25 feet southerly as measured along the said easterly property line, and extending northwesterly to a point on said northerly property line 20 feet westerly of the northeastern property corner, and then extending 20 feet easterly along the northerly property line and ending at the northeast property corner, and more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference.

For the purpose of this easement, storm drainage facilities shall be defined to include culverts, pipes, structures, swales, ditches, rip-rap or any other facility designed to convey or collect storm drainage. Obstructions shall be defined as structures, vegetation, trees, bushes, undergrowth, and any other obstruction interfering with the use of said easement and right-of-way by the GRANTEE.

There is reserved to the GRANTOR, and to its successors and assigns, the right and privilege to use the above-described property at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE of the rights and privileges granted herein.

In granting this easement, the GRANTOR agrees to hold harmless the GRANTEE, its officers, employees, contractors, agents and assigns from all claims, liabilities, damages, costs, or expenses arising out of or resulting from the grant, the work, or the storm drainage facilities.

This agreement shall be recorded with the office of the Mono County recorder, shall run with the land, and shall be binding on and insured to the benefit of the heirs, executors, administrators, successors, and assigns of GRANTOR and GRANTEE.

Dated this _____ day of _____, 20_____

GRANTOR

(signature)

Francis J. Mitchell
(print name)

(signature)

(print name)

(signature)

(print name)

(Signature(s) of GRANTOR must be notarized. Attach the appropriate acknowledgement for each signature.)

CERTIFICATE OF ACCEPTANCE - GRANTEE

This is to Certify that the interest in real property conveyed by the deed or grant dated _____, from FRANCIS J. MITCHELL to the County of Mono, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Mono County Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

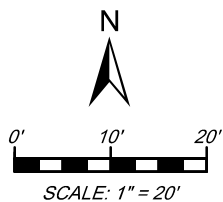
Dated: _____ COUNTY OF MONO

By: _____

Jeff Walters
Public Works Director
Mono County Department of Public Works

APPROVED AS TO FORM

County Counsel



RAYMOND AVENUE

20'

DRAINAGE
EASEMENT

25'

CRAWFORD AVENUE

APN 015-111-031-000
MITCHELL

NOTE:
SUBJECT PARCEL BOUNDARY PER SILVER LAKE PINES TRACT NO. 1
RECORDED IN MAP BOOK 1, PAGE 2.

MONO COUNTY
DEPARTMENT OF PUBLIC WORKS

DRAINAGE EASEMENT
JUNE LAKE, MONO COUNTY, CALIFORNIA
APN 015-111-031-000
LOTS 11 & 12, BLOCK 8, SILVER LAKE PINES 1

EXHIBIT

A

DATE: 24 SEPT2014

There is reserved to the GRANTOR, and to its successors and assigns, the right and privilege to use the above-described property at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE of the rights and privileges granted herein.

In granting this easement, the GRANTOR agrees to hold harmless the GRANTEE, its officers, employees, contractors, agents and assigns from all claims, liabilities, damages, costs, or expenses arising out of or resulting from the grant, the work, or the storm drainage facilities.

This agreement shall be recorded with the office of the Mono County recorder, shall run with the land, and shall be binding on and insured to the benefit of the heirs, executors, administrators, successors, and assigns of GRANTOR and GRANTEE.

Dated this 12th day of October, 20 14

GRANTOR

David W. Mordaunt
(signature)

David William Mordaunt
(print name)

(signature)

(print name)

(signature)

(print name)

(Signature(s) of GRANTOR must be notarized. Attach the appropriate acknowledgement for each signature.)

CERTIFICATE OF ACCEPTANCE - GRANTEE

This is to Certify that the interest in real property conveyed by the deed or grant dated _____, from DAVID WILLIAM MORDAUNT to the County of Mono, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Mono County Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

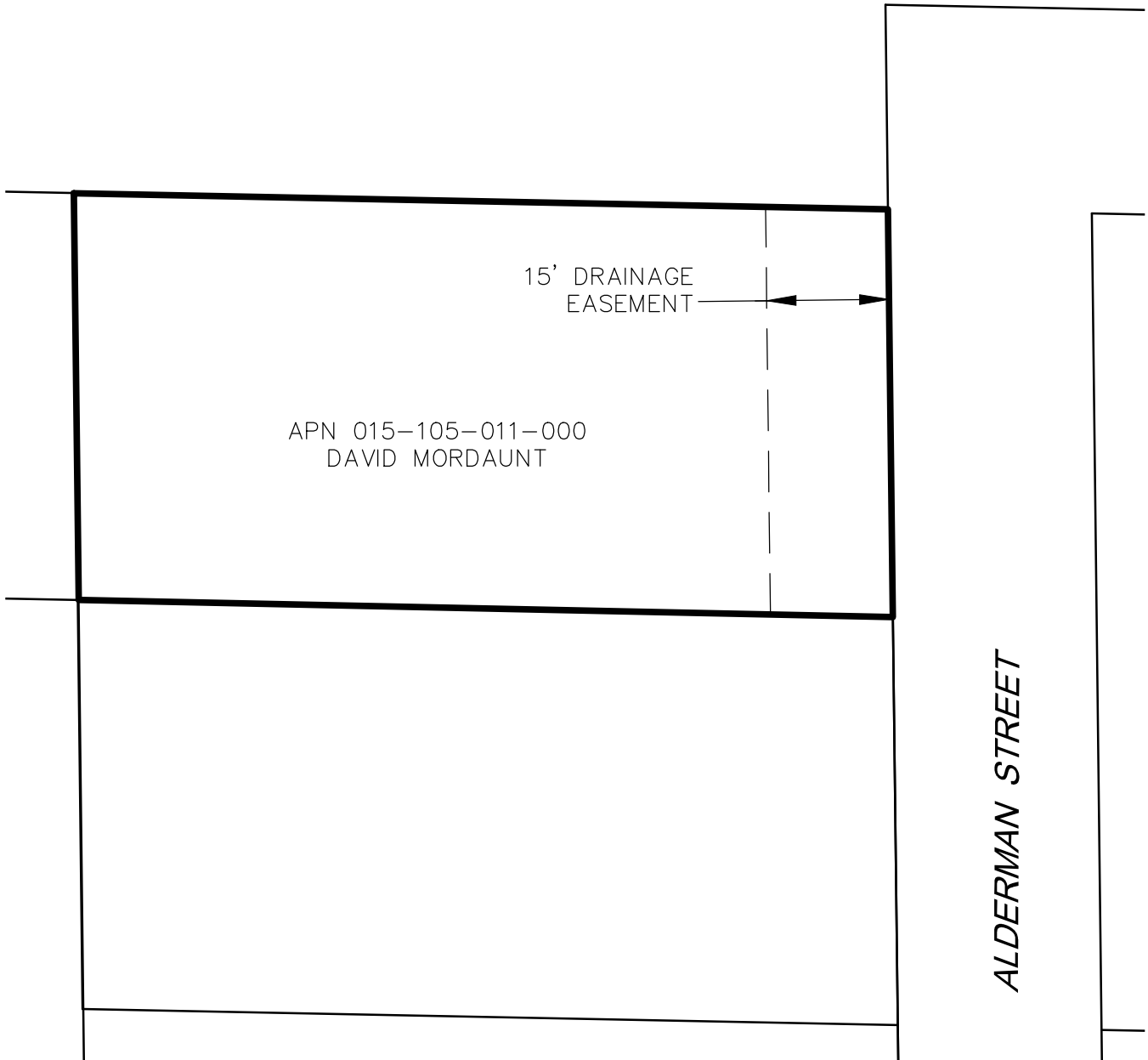
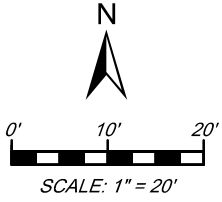
Dated: _____ COUNTY OF MONO

By: _____

Jeff Walters
Public Works Director
Mono County Department of Public Works

APPROVED AS TO FORM

County Counsel



NOTE:
SUBJECT PARCEL BOUNDARY PER SILVER LAKE PINES TRACT NO. 1
RECORDED IN MAP BOOK 1, PAGE 2.

MONO COUNTY
DEPARTMENT OF PUBLIC WORKS

DRAINAGE EASEMENT
JUNE LAKE, MONO COUNTY, CALIFORNIA
APN 015-105-011-000
LOT 14, BLOCK 5, SILVER LAKE PINES 1

EXHIBIT
A

DATE: 26 SEPT 2014

There is reserved to the GRANTOR, and to its successors and assigns, the right and privilege to use the above-described property at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE of the rights and privileges granted herein.

In granting this easement, the GRANTOR agrees to hold harmless the GRANTEE, its officers, employees, contractors, agents and assigns from all claims, liabilities, damages, costs, or expenses arising out of or resulting from the grant, the work, or the storm drainage facilities.

This agreement shall be recorded with the office of the Mono County recorder, shall run with the land, and shall be binding on and insured to the benefit of the heirs, executors, administrators, successors, and assigns of GRANTOR and GRANTEE.

Dated this 12th day of October, 20 14

GRANTOR

David W. Mordaunt
(signature)

David William Mordaunt
(print name)

(signature)

(print name)

(signature)

(print name)

(Signature(s) of GRANTOR must be notarized. Attach the appropriate acknowledgement for each signature.)

CERTIFICATE OF ACCEPTANCE - GRANTEE

This is to Certify that the interest in real property conveyed by the deed or grant dated _____, from DAVID WILLIAM MORDAUNT to the County of Mono, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Mono County Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

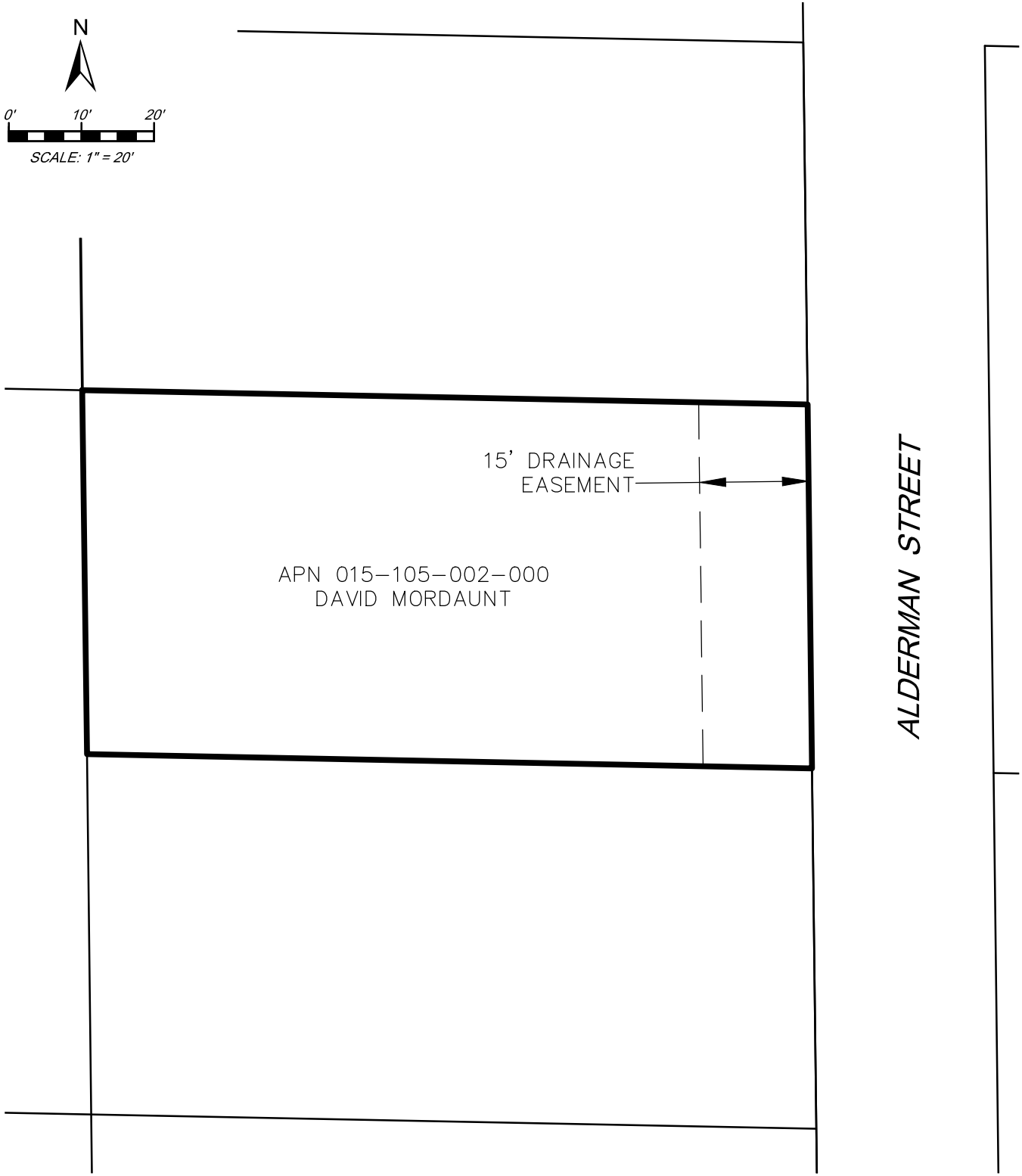
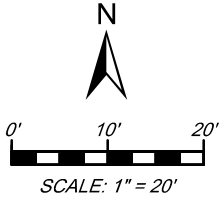
Dated: _____ COUNTY OF MONO

By: _____

Jeff Walters
Public Works Director
Mono County Department of Public Works

APPROVED AS TO FORM

County Counsel



NOTE:
SUBJECT PARCEL BOUNDARY PER SILVER LAKE PINES TRACT NO. 1
RECORDED IN MAP BOOK 1, PAGE 2.

MONO COUNTY
DEPARTMENT OF PUBLIC WORKS

DRAINAGE EASEMENT
JUNE LAKE, MONO COUNTY, CALIFORNIA
APN 015-105-002-000
LOT 15, BLOCK 5, SILVER LAKE PINES 1

EXHIBIT
A

DATE: 26 SEPT2014

Recording Requested By:

County of Mono

When Recorded Deliver To:

Dept. of Public Works
P.O. Box 457
Bridgeport, CA. 93517

FBO Mono County

SPACE ABOVE FOR RECORDER'S USE

DRAINAGE EASEMENT

Assessor's Parcel No. **015-105-003-000**

Project Address: 102 Alderman Street, June Lake, CA

Project: JUNE LAKE STREETS RECONSTRUCTION

LAWRENCE S. TORES AND JANIS L. TORES, hereinafter "GRANTOR," does hereby grant, bargain, convey and release unto the County of Mono and its successors and assigns, hereinafter "GRANTEE," a perpetual easement and right-of-way under, and across the hereinafter described real property for the installation, construction, maintenance, repair, replacement, reconstruction, removal and inspection of storm drainage facilities or obstructions (the "work"). To have and to hold said easement and right-of-way unto GRANTEE forever, together with the right to convey said easement, or any portion of said easement, to other public agencies.

The real property referred to herein and made subject to said easement and right-of-way by this grant is particularly described as follows:

That triangular portion of Lot 16, Block 5 of Silver Lake Pines Tract No. 1, in the County of Mono, State of California, as per map recorded in Parcel Map Book 1 at Page 2 in the Official Records of the County Recorder of Said County, beginning at the southeastern property corner and then westerly 25 feet measured along said southern property, then continuing northeasterly to a point on the eastern property line 25 feet northerly of the southeastern property corner, and then extending southerly 25 feet along the eastern property line to the southeastern property corner, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference..

For the purpose of this easement, storm drainage facilities shall be defined to include culverts, pipes, structures, swales, ditches, rip-rap or

any other facility designed to convey or collect storm drainage. Obstructions shall be defined as structures, vegetation, trees, bushes, undergrowth, and any other obstruction interfering with the use of said easement and right-of-way by the GRANTEE.

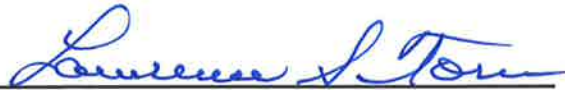
There is reserved to the GRANTOR, and to its successors and assigns, the right and privilege to use the above-described property at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE of the rights and privileges granted herein.

In granting this easement, the GRANTOR agrees to hold harmless the GRANTEE, its officers, employees, contractors, agents and assigns from all claims, liabilities, damages, costs, or expenses arising out of or resulting from the grant, the work, or the storm drainage facilities.

This agreement shall be recorded with the office of the Mono County recorder, shall run with the land, and shall be binding on and insured to the benefit of the heirs, executors, administrators, successors, and assigns of GRANTOR and GRANTEE.

Dated this 14th day of OCTOBER, 2014

GRANTOR


(signature)

Lawrence S. Tores
(print name)

(signature)

Janis L. Tores
(print name)

(signature)

(print name)

(Signature(s) of GRANTOR must be notarized. Attach the appropriate acknowledgement for each signature.)

State of California)
County of Mono)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

On 10/14/2014 before me, Shannon D. Kendall, Notary Public
(here insert name and title of the officer)

personally appeared Lawrence S. Tores

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

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

WITNESS my hand and official seal.

Shannon D. Kendall
Signature _____



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:
 Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s) _____

Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	_____

CERTIFICATE OF ACCEPTANCE - GRANTEE

This is to Certify that the interest in real property conveyed by the deed or grant dated _____, from LAWRENCE S. TORES AND JANIS L. TORES to the County of Mono, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Mono County Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

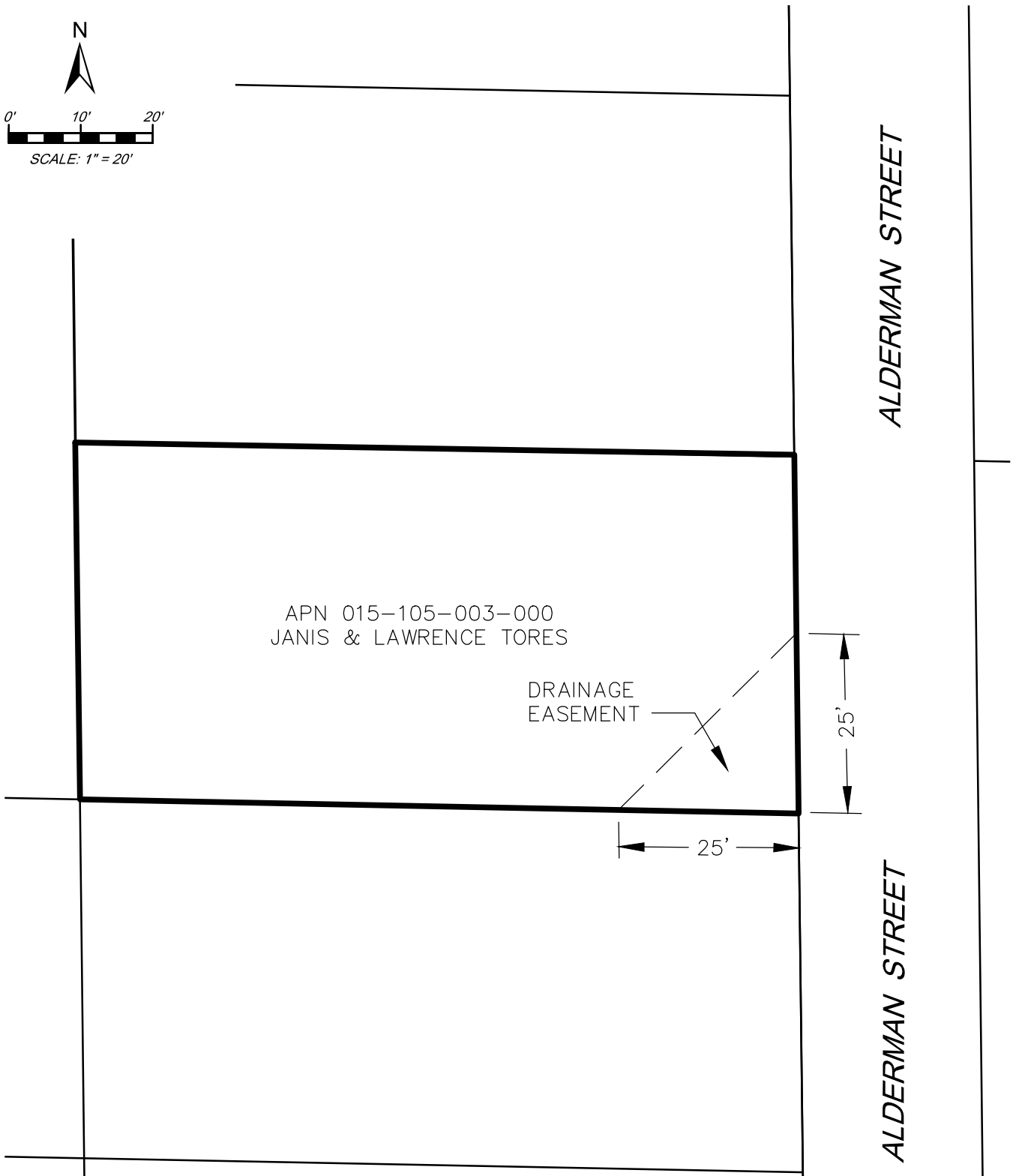
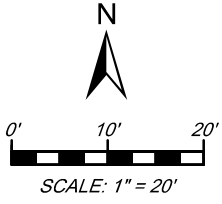
Dated: _____ COUNTY OF MONO

By: _____

Jeff Walters
Public Works Director
Mono County Department of Public Works

APPROVED AS TO FORM

County Counsel



NOTE:
SUBJECT PARCEL BOUNDARY PER SILVER LAKE PINES TRACT NO. 1
RECORDED IN MAP BOOK 1, PAGE 2.

MONO COUNTY
DEPARTMENT OF PUBLIC WORKS

DRAINAGE EASEMENT
JUNE LAKE, MONO COUNTY, CALIFORNIA
APN 015-105-003-000
LOT 16, BLOCK 5, SILVER LAKE PINES 1

EXHIBIT
A

DATE: 26 SEPT2014

undergrowth, and any other obstruction interfering with the use of said easement and right-of-way by the GRANTEE.

There is reserved to the GRANTOR, and to its successors and assigns, the right and privilege to use the above-described property at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE of the rights and privileges granted herein.

In granting this easement, the GRANTOR agrees to hold harmless the GRANTEE, its officers, employees, contractors, agents and assigns from all claims, liabilities, damages, costs, or expenses arising out of or resulting from the grant, the work, or the storm drainage facilities.

This agreement shall be recorded with the office of the Mono County recorder, shall run with the land, and shall be binding on and insured to the benefit of the heirs, executors, administrators, successors, and assigns of GRANTOR and GRANTEE.

Dated this 14th day of OCTOBER, 2014

GRANTOR


(signature)

Lawrence S. Tores
(print name)

(signature)

Janis L. Tores
(print name)

(signature)

(print name)

(Signature(s) of GRANTOR must be notarized. Attach the appropriate acknowledgement for each signature.)

State of California)
County of Mono)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

On 10/14/2014 before me, Shannon D. Kendall, Notary Public
(here insert name and title of the officer)

personally appeared Lawrence S. Torres
/ / / /

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

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

WITNESS my hand and official seal.

Signature Shannon D. Kendall



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input checked="" type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

CERTIFICATE OF ACCEPTANCE - GRANTEE

This is to Certify that the interest in real property conveyed by the deed or grant dated _____, from LAWRENCE S. TORES AND JANIS L. TORES to the County of Mono, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Mono County Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

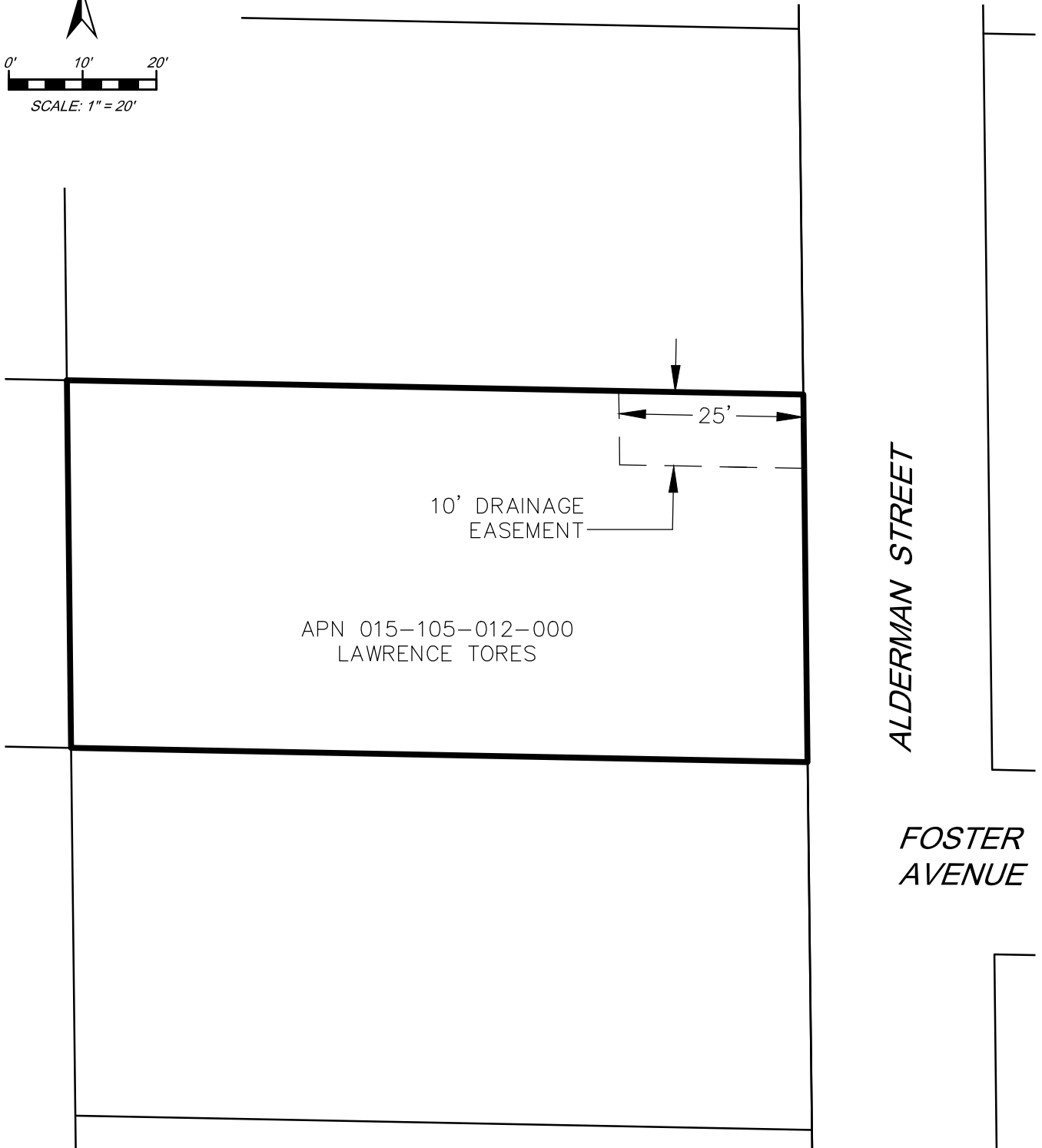
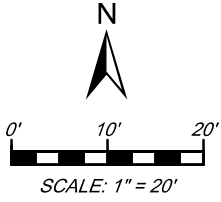
Dated: _____ COUNTY OF MONO

By: _____

Jeff Walters
Public Works Director
Mono County Department of Public Works

APPROVED AS TO FORM

County Counsel



NOTE:
SUBJECT PARCEL BOUNDARY PER SILVER LAKE PINES TRACT NO. 1
RECORDED IN MAP BOOK 1, PAGE 2.

MONO COUNTY
DEPARTMENT OF PUBLIC WORKS

DRAINAGE EASEMENT
JUNE LAKE, MONO COUNTY, CALIFORNIA
APN 015-105-012-000
LOT 17, BLOCK 5, SILVER LAKE PINES 1

EXHIBIT

A

DATE: 29 SEPT2014

Recording Requested By:

County of Mono

When Recorded Deliver To:

Dept. of Public Works
P.O. Box 457
Bridgeport, CA. 93517

FBO Mono County

SPACE ABOVE FOR RECORDER'S USE

DRAINAGE EASEMENT

Assessor's Parcel No. **015-103-006-000**

Project Address: 35 Granite Street, June Lake, CA

Project: JUNE LAKE STREETS RECONSTRUCTION

THE BEVERLY A. HOLCOMBE LIVING TRUST, U/A, hereinafter "GRANTOR," does hereby grant, bargain, convey and release unto the County of Mono and its successors and assigns, hereinafter "GRANTEE," a perpetual easement and right-of-way under, and across the hereinafter described real property for the installation, construction, maintenance, repair, replacement, reconstruction, removal and inspection of storm drainage facilities or obstructions (the "work"). To have and to hold said easement and right-of-way unto GRANTEE forever, together with the right to convey said easement, or any portion of said easement, to other public agencies.

The real property referred to herein and made subject to said easement and right-of-way by this grant is particularly described as follows:

That triangular corner portion of Lot 12, Block 3 of Silver Lake Pines Tract No. 1, in the County of Mono, State of California, as per map recorded in Parcel Map Book 1 at Page 2 in the Official Records of the County Recorder of Said County, adjacent to and coincidental with the easterly and southerly property lines, beginning at the southeasterly property corner and along 22 feet westerly as measured along the said southerly property line, and extending northeasterly to a point on said easterly property line 38 feet northerly of the southeastern property corner, and then extending 38 feet southerly along the easterly property line and ending at the southeast property corner, and more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference.

For the purpose of this easement, storm drainage facilities shall be defined to include culverts, pipes, structures, swales, ditches, rip-rap or any other facility designed to convey or collect storm drainage. Obstructions shall be defined as structures, vegetation, trees, bushes, undergrowth, and any other obstruction interfering with the use of said easement and right-of-way by the GRANTEE.

There is reserved to the GRANTOR, and to its successors and assigns, the right and privilege to use the above-described property at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE of the rights and privileges granted herein.

In granting this easement, the GRANTOR agrees to hold harmless the GRANTEE, its officers, employees, contractors, agents and assigns from all claims, liabilities, damages, costs, or expenses arising out of or resulting from the grant, the work, or the storm drainage facilities.

This agreement shall be recorded with the office of the Mono County recorder, shall run with the land, and shall be binding on and insured to the benefit of the heirs, executors, administrators, successors, and assigns of GRANTOR and GRANTEE.

Dated this 26th day of September, 20 14

GRANTOR

Beverly A Holcombe
(signature)

Beverly A. Holcombe
(print name)

(signature)

(print name)

(signature)

(print name)

(Signature(s) of GRANTOR must be notarized. Attach the appropriate acknowledgement for each signature.)

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

State of California }
County of Inyo }

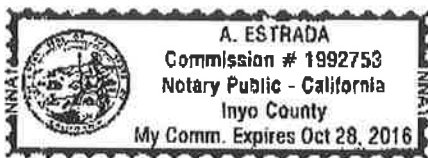
On 09/26/14 before me, A. Estrada
Date Name and Title of the Officer

personally appeared Beverly A. Holcomb
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 the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: A. Estrada
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Drainage Easement Doc Document Date: 9/26/14

Number of Pages: 3 Signer(s) Other Than Named Above: nil

Capacity(ies) Claimed by Signer(s)

Signer's Name: Beverly A. Holcomb Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Partner — Limited General Partner — Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE - GRANTEE

This is to Certify that the interest in real property conveyed by the deed or grant dated _____, from THE BEVERLY A. HOLCOMBE LIVING TRUST, U/A to the County of Mono, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Mono County Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

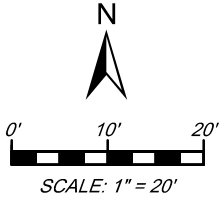
Dated: _____ COUNTY OF MONO

By: _____

Jeff Walters
Public Works Director
Mono County Department of Public Works

APPROVED AS TO FORM

County Counsel



APN 015-103-006-000
HOLCOMBE LIVING TRUST

DRAINAGE
EASEMENT

38.0'

22.0'

GRANITE AVENUE

NOTE:
SUBJECT PARCEL BOUNDARY PER SILVER LAKE PINES TRACT NO. 1
RECORDED IN MAP BOOK 1, PAGE 2.

MONO COUNTY
DEPARTMENT OF PUBLIC WORKS

DRAINAGE EASEMENT
JUNE LAKE, MONO COUNTY, CALIFORNIA
APN 015-103-006-000
LOT 12, BLOCK 3, SILVER LAKE PINES 1

EXHIBIT

A

DATE: 25 SEPT2014



RESOLUTION NO. R14-___

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ACCEPT AND CONSENT TO RECORDATION OF DRAINAGE EASEMENTS NECESSARY FOR THE IMPROVEMENT OF CULVERTS AND STORM DRAINS IN THE JUNE LAKE VILLAGE

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 Public Works Director to accept and consent to recordation of grants of drainage easements on properties in the June Lake Villageas necessary to make drainage improvements related to the June Lake Streets Road Rehabilitation Project;

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

SECTION ONE: The Public Works Director is hereby authorized to accept and consent to the recordation of drainage easements granted to the County as necessary to make drainage improvements related to the June Lake Streets Road Rehabilitation Project.

PASSED, APPROVED and ADOPTED this 21st day of October, 2014, by the following vote, to wit:

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

Larry K. Johnston, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: County Administrator's Office

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jim Leddy

SUBJECT Potential Appointment of Mono County Assessor

AGENDA DESCRIPTION:

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

Discussion of Mono County Assessor office vacancy and potential appointment to fill that vacancy. Government Code section 25304 provides that the board of supervisors shall fill by appointment all vacancies that occur in elective county offices such as the assessor. The appointee holds office for the unexpired term (in this case, until noon on January 5, 2015).

RECOMMENDED ACTION:

Pursuant to Government Code section 25304, fill existing vacancy in office of county assessor by appointing Assessor-Elect Barry Beck as Mono County Assessor, who would serve for the unexpired remainder of the current term (noon on January 5th, 2015), after which time he would assume office for the new term to which he was elected.

FISCAL IMPACT:

Fiscal Impact depends on Option exercised: Option 1) : Additional savings from having Appraiser III position vacant until January 5th, 2015. This position was already budgeted to not be filled from January 6th, 2014 until June 30th, 2015. The total savings is \$26,769 of which Salary is \$16,081; PERS \$3,450; and, benefits \$7,238. Option 2): No change in Departments budget. Option 3) : Salary savings from Oct. 14th to January 5th for Assessor's position being vacant equals \$36,135.64. This would assume Assessor-elect Beck stays as an Appraiser 3, and the County would have no one in to serve in that capacity during Assessment Appeals Hearings which is required.

CONTACT NAME: Jim Leddy

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Mono County Assessor Apointment Cover Memo](#)

History

Time	Who	Approval
10/10/2014 11:50 AM	County Administrative Office	Yes
10/14/2014 11:19 AM	County Counsel	Yes
10/11/2014 1:20 PM	Finance	Yes



COUNTY OF MONO

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

Jim Leddy
County Administrative Officer
Acting Director of HR/Risk Management

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrative Officer
Date: October 15, 2014

Subject: Potential County Assessor Appointment

Background:

On September 16th, 2014, Bob Musil was selected to become the new County Clerk-Recorder-Registrar of Voters. This appointment became effective via contract approval of the Board on October 14th. Upon Assessor Musil's resignation from the position as Assessor to assume duties as Clerk-Recorder, there would not be an Assessor for the County. Also, there is currently not an Assistant Assessor.

In June 2014, Berry Beck was elected to a full term as Assessor effective January 5th, 2015. With Assessor Musil's resignation to take the position of Clerk-Recorder and the pending gap in coverage for the Assessor's Office between October 15th and January 5th, it is recommended that Assessor-Elect Barry Beck be appointed to complete the remaining time in Assessor's Musil's term. This position is fully budgeted within the final adopted FY 2014-2015 Budget.

The qualifications to serve as Assessor are determined by Government Code 24002.5:

Government Code Section 24002.5.

(a) A person may not exercise the powers and duties of the office of assessor unless he or she holds a valid appraiser's certificate issued by the State Board of Equalization pursuant to Article 8 (commencing with Section 670) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code.

(b) Notwithstanding subdivision (a), a duly elected or appointed person may exercise the powers and duties of assessor, for a period not to exceed one year, if he or she acquires a temporary appraiser's certificate from the State Board of Equalization no later than 30 days after taking office.

(c) This section does not apply to any person holding the office of assessor on January 1, 1997.

In addition to this Government code, the Assessor must be a resident of Mono County.

Options:

- 1) The Board appoint Assessor-elect Barry Beck to complete remainder of current Assessor's term.
- 2) The Board could appoint a qualified individual (per Gov. Code 24002.5) to become Assessor during the interim period until the swearing in of the Assessor-elect on January 5th, 2015.

3) The Board could choose to leave the position of Assessor vacant until the Assessor-elect is sworn into office on January 5th, 2015. This alternative would leave the County without an Assessor until January 5th, 2015. However, there is a need to have an Assessor for any Assessment Appeals Hearings and should there be one in the next two months, the County would not be able to hold that hearing. There are several matters coming before the Assessment Appeals Board in the next four months.

Recommendation:

Option 1): Appoint Assessor-Elect Barry Beck as Mono County Assessor until end of current term (January 4th, 2015).

Fiscal Impact(s):

Option 1)

Additional savings from having Appraiser III position vacant until January 5th, 2015. This position was already budgeted to not be filled from January 6th, 2014 until June 30th, 2015.

The total savings is \$26,769 of which Salary is \$16,081; PERS \$3,450; and, benefits \$7,238.

Option 2)

No change in Departments budget.

Option 3)

Salary savings from Oct. 14th to January 5th for Assessor's position being vacant equals \$36,135.64. This would assume Assessor-elect Beck stays as an Appraiser 3, and the County would have no one in to serve in that capacity during Assessment Appeals Hearings which is required.

If there are any questions, please feel free to contact me at (760) 932-5414 or jleddy@mono.ca.gov



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: County Administrator's Office/County Counsel

TIME REQUIRED 5 minutes (2 minute presentation; 3
minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jim Leddy/Marshall Rudolph

SUBJECT 2013-2014 Mono County Grand Jury
Report Response

AGENDA DESCRIPTION:

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

2013-2014 Mono County Grand Jury Report Responses.

RECOMMENDED ACTION:

1. Review Mono County 2013-2014 Grand Jury Report; 2. Review the draft County responses which is composed of the draft response letter from the Board Chair and Attachment A which has departments' recommended responses where requested, and; 3. Direct staff to submit the County's response.

FISCAL IMPACT:

There is no fiscal impact.

CONTACT NAME: Jim Leddy

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [2013-2014 M Mono County Grand Jury Response Cover Memo](#)
- [2013-2014 Mono County Grand Jury Grand Jury Response Chairs Letter draft](#)
- [2013-2014 Mono County Grand Jury Final report](#)

- [2013-2014 Mono County Grand Jury Assessor's Response](#)
- [2013-2014 Mono County Grand Jury Sheriff's Response](#)
- [grand jury response Attachment A](#)

History

Time	Who	Approval
10/6/2014 11:49 AM	County Administrative Office	Yes
10/14/2014 11:36 AM	County Counsel	Yes
10/6/2014 6:00 PM	Finance	Yes



COUNTY OF MONO

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

Jim Leddy
County Administrative Officer
Acting Director of HR/Risk Management

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrative Officer
Date: October 1, 2014

Subject: Draft 2012-2013 Mono County Grand Jury Response.

Recommendation:

The Board is requested to:

1. Review Mono County 2013-2014 Grand Jury Report;
2. Review the draft County responses which is composed of the draft response letter from the Board Chair and Attachment A which has departments responses where requested, and;
3. Direct staff to submit the County's response.

Background: Each year the Mono County Grand Jury reviews citizen's reports on various government activities. The Grand Jury publishes a report and the County is required to respond. The County has 90 days to respond from the date of the publishing of the Final Report which September 16, 2014 was thereby requiring that the County must respond by December 16th.

There were four matters investigated by the Grand Jury involving County departments. One was a new matter, two were Continuity Committee follow up reviews and the final was tours of the Jail and Probation Departments.

Each department was sent the Final Grand Jury Report and drafted responses which were reviewed by County Counsel and the County Administrator's Office. Attachment A reflects those responses. The Sheriff's Office and the Assessor's Offices are under a different mandate to respond and has accordingly. Their responses are attached as background items to this Board item.

Discussion: The Recommendations from the Grand Jury requiring County action were acknowledged and are either already implemented or will be after finalizing analysis.

Fiscal Impact: There is no fiscal impact from responding to the Report.

Contact Information: Jim Leddy, (760) 932-5414, jleddy@mono.ca.gov



**BOARD OF SUPERVISORS
COUNTY OF MONO**

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

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

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

October 16, 2014

Honorable Judge Stanley Eller
Presiding Judge of the Superior Court
100 Thompsons Way
P.O. Box 1037
Mammoth Lakes, California 93546

Re: Response to the Mono County 2013-2014 Grand Jury Report

Dear Judge Eller:

Please consider this letter and Attachment A as the official response to the 2013–2014 Mono County Grand Jury Report and place this document on file as the Mono County Board of Supervisors' response to the Grand Jury Report. Attachment A has specific responses to the items identified in the 2013-2014 Report. As an elected department heads, the Sheriff and Assessor have responded separately to the findings and recommendations affecting their departments. The Board appreciates the Sheriff's and the Assessor's responses.

The Board and entire County staff appreciate the critical role the Grand Jury provides to the community and the County organization in ensuring the best use of scarce resources. Openness, transparency and accountability are crucial to our democracy. We thank the members of the Grand Jury for their public service and encourage the Court to ensure the broadest representation from across all communities of Mono County.

Sincerely,

Larry K. Johnston, Chair
Mono County Board of Supervisors

Enclosure: Attachment A: 2013-2014 Mono County Grand Jury Responses

MONO COUNTY GRAND JURY



Final Report
2013-2014

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LOGO

Laura Patterson Design

COVER

Haven Kiers

LAYOUT

Alyse Caton

PRODUCTION

Don Sage & Alyse Caton

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MONO

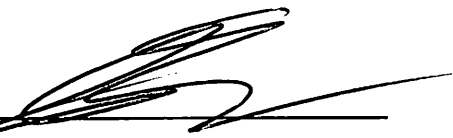
IN RE:

2013-2014 Grand Jury

GENERAL ORDER

I certify that the 2013-2014 Mono County Grand Jury Final Report complies with Title Four of the California Penal Code and direct the County Clerk to accept and file the final report as a public document.

Dated this 16 day of Sept 2014.


STAN ELLER
Presiding Judge of the Superior Court



GRAND JURY OF MONO COUNTY

P.O. Box 3994

Mammoth Lakes, CA 93546

Heidi Helbig
Grand Jury Foreperson 2013-2014

June 22, 2014

The Honorable Judge Stan Eller
Mono County Superior Court
P.O. Box 1037
Mammoth Lakes, CA 93546

Dear Judge Eller,

It is my honor to submit the Final Report of the 2013-2014 Mono County Grand Jury. This report covers investigations of Mono County, the Town of Mammoth Lakes, two continuity reports, and a summary of findings from the mandatory Mono County Jail tour. We are also forwarding a complaint that we think would be good for the 2014-2015 Grand Jury, to look into, should they find the complaint viable and worth further investigation.

With the valuable support of Hector Gonzalez, Executive Officer of the Court, the jurors undertook a detailed training program developed by the California Grand Jurors Association. The training was excellent and greatly enhanced the effectiveness of the Grand Jury as it carried out its role of reviewing operations of local government in Mono County.

My experience as a foreperson has been an honor and a privilege. I found it extremely interesting and rewarding to be able to facilitate the work of team as we conducted the business of the Grand Jury.

I would like to thank:

- Judge Stan Eller for providing us the opportunity to serve.
- County Counsel Marshall Rudolph and District Attorney Tim Kendall for all their help in sorting through all of our questions and giving us great insight.
- Court Executive Officer Hector Gonzalez and Executive Assistant Alyse Caton for all their guidance and support.
- All of the local government officials and staff who educated us on the functions and inner workings of numerous governmental entities
- My Assistant Foreperson-Sandy Hogan, who made my job easier through all of her support, guidance, and great work.
- And to all my other Grand Jurors who really stepped up to the plate and did remarkable investigations.

Sincerely,

Heidi Helbig
Foreperson-2013-2014

THE GRAND JURY SYSTEM

Shrouded in secrecy, the functions of a Grand Jury are not widely known. The following summary describes what a Grand Jury is and does:

The Grand Jury system dates back to 12th century England during the reign of Henry II. Twelve “good and lawful men” were assembled in each village to investigate anyone suspected of crimes. The jurors passed judgment based on what they themselves know about a defendant and the circumstances of the case. It was believed that neighbors and associates were the most competent to render a fair verdict. By the end of the 17th century, the principle that jurors must reach a verdict solely on the basis of evidence was established, and that practice continues today. Although California Supreme Court decisions have curtailed the historical criminal indictment function, the Grand Jury still serves as an inquisitorial and investigative body functioning as a “watchdog” over regional government.

The Mono County Grand Jury, as a civil Grand Jury, is not charged with the responsibility for criminal indictments except in the case of elected or appointed county officials. Its primary function is the examination of county and city government, including special legislative districts such as community service districts and fire protection districts. The Grand Jury seeks to ensure that government is not only honest, efficient and effective, but also conducted in the best interest of the citizenry. It reviews and evaluates procedures, methods and systems used by governmental agencies to determine compliance with their own objectives and to ensure that government lives up to its responsibilities, qualifications and the selection process of a Grand Jury are set forth in California Penal Code Section 888 et seq.

The Grand Jury responds to citizen complaints and investigates alleged deficiencies or improprieties in government. In addition, it investigates the county’s finances, facilities and programs. The Grand Jury cannot investigate disputes between private citizens or matters under litigation. Jurors are sworn to secrecy, and all citizen complaints are treated in strict confidence.

The Mono County Grand Jury is a volunteer group of 11 citizens from all walks of life throughout the county. Grand jurors serve a year-long term beginning July 1, and the term limit is two consecutive years. Lawfully, the Grand Jury can act only as an entity. No individual grand juror, acting alone, has any power or authority. Meetings of the Grand Jury are not open to the public. By law, all matters discussed by the Grand Jury and votes taken are kept confidential until the end of term.

One of the major accomplishments of a Grand Jury is assembling and publishing its Final Report. This document is the product of concentrated group effort and contains recommendations for improving various aspects of governmental operations. When it is completed, the Final Report is submitted to the presiding judge of the Superior Court. After release by the court, it is directed first to county department heads for review, then to the communications media. The Final Report is a matter of public record, kept on file at the court clerk’s office. It is also available on line at: www.monocourt.org.

Grand Jury Advisors

Stan Eller

Judge, Superior Court, Mono County

Hector Gonzalez Jr.

Executive Officer, Superior Court, Mono County

Tim Kendall

District Attorney, Mono County

Marshall Rudolph

County Counsel, Mono County

Alyse Caton

Executive Assistant, Superior Court, Mono County

Grand Jurors

2013-14 Grand Jurors

Heidi Helbig, Foreperson
Mammoth Lakes

Jon Boyer
Mammoth Lakes

Zane Davis
Lee Vining

Noelle Deinken
Mammoth Lakes

John Milne
Mammoth Lakes

Janette Redd Williams
Mammoth Lakes

Sandy Hogan, Assistant Foreperson
Mammoth Lakes

Sharon Clark
Mammoth Lakes

Jay Deinken
Mammoth Lakes

Mary Ann Dunigan
Mammoth Lakes

Jes Schwartzkopf
Crowley Lake

Mono County Grand Jury 2013-2014
Mono County Department of Social Services
Case #1314.01

Summary:

The 2013-2014 Mono County Grand Jury received a complaint, dated May 21, 2013, regarding actions of the Mono County Department of Social Services (Complaint). The Grand Jury accepted the matter for investigation.

The Grand Jury finds that the issues raised in the Complaint did not have merit, because some were unsubstantiated and because others were based on the complainant's erroneous interpretation of applicable laws and regulations. A recommendation was made to improve the Department of Social Services procedure for internal investigations.

The Complaint:

On May 21, 2013, the 2013-2014 Mono County Grand Jury received a Complaint from a Mono County resident (Complainant) concerning the Mono County Department of Social Services (DSS). According to the Complaint, Complainant was a client of DSS from 2010 to 2013, in connection with multiple applications, under the CalFresh and Medi-Cal programs, seeking benefits for Complainant and her minor children. The Complaint included copies of many documents from the DSS.

Allegations made in the Complaint included:

Complainant was "subjected to discrimination and harassment" by her DSS eligibility worker.

Complainant was wrongly denied Medi-Cal benefits.

Complainant's Medi-Cal benefits were improperly discontinued.

Complainant received communications from DSS in Spanish, after telling DSS that she spoke only English.

Complainant was refused information and documentation needed to use the Medi-Cal program.

Food stamps were improperly withheld from Complainant.

Complainant's "civil rights" were violated.

After the Complaint was reviewed and discussed by the Grand Jury, a unanimous recommendation was made to conduct an investigation, and a committee of three grand jury members (Committee) was formed for that purpose.

The Method:

The Committee developed a three step process to investigate the allegations in the Complaint:

1. Review the extensive documentation provided in the Complaint. Establish a time line of relevant events cited in the Complaint and identify possible discrepancies and inconsistencies.
2. Locate additional relevant documentation to a) develop a general understanding of the mission, planning, and procedures of the MCDSS and b) confirm or refute the allegations in the complaint.
3. Identify and interview individuals who might be able to provide additional information relevant to the validity of the allegations in the complaint.

The Investigation:

Mono County Department of Social Services (DSS)

The mission of the Mono County Department of Social Services is to serve, aid, and protect needy and vulnerable children and adults residing in Mono County in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.

DSS includes several divisions that determine eligibility and human services in accordance with state and federal regulations:

Child Welfare Services: Child Protective Services, including Prevention, Intervention, Placement, and Foster Care.

Adult Protective Services (APS): In-Home Support Services and Conservator case work.

Economic Assistance (Eligibility): Medi-Cal, County Medical Services Program, CalFresh, CalWORKs, and General Assistance.

Employment and Training: Welfare to Work, Workforce Investment Act, and Career Services Centers in Mammoth and Walker.

In addition, DSS manages the Mono County Senior Services Program, serves as the Public Conservator, and operates county wide emergency shelters.

CalFresh

The CalFresh program (formerly known as Food Stamps and federally as SNAP -- Supplemental Nutrition Assistance Program), is designed to add to a family's food budget to put healthy and nutritious food on the table. The program issues monthly benefits that can be used to buy food at markets and grocery stores. Most CalFresh households are subject to a gross income determination test.

Medi-Cal

Medi-Cal provides health coverage for children, parents with deprived children, pregnant women, aged individuals and those who are blind or disabled according to Social Security rules. Each of these programs has different eligibility requirements. Eligibility for Medi-Cal is based on a number of factors, and may include a requirement for the recipient to pay a share of the cost for medical expenses.

Economic Conditions

During the time period addressed by the Complaint, a protracted downturn in the economy of Mono County was significantly impacting DSS. An article in the Mammoth Times in 2011, for example, noted that a “historic spike” in poverty occurred in Mammoth Lakes at the Mono County Department of Social Services in the spring of 2011 (Willoughby, Poverty rises in Mono County, Mammoth Times, September 23, 2011). While the norm had been approximately 15 people seeking relief daily, those numbers had risen as high as 90 per day.

Interview with the DSS Director

The Committee interviewed the Director of DSS on November 20, 2013. The Director provided the Committee with an overview of the services provided by DSS and some of the procedural details involved in processing applications for CalFresh and Medi-Cal benefits. The Director corroborated the negative effect of economic conditions during the time period at issue, noting that the workloads of DSS employees had generally increased significantly.

The Director provided the Committee with copies of useful information concerning the operation of DSS, including extensive budgeting information that also detailed the functions of the department.

The Committee learned from the Director that Complainant had filed additional complaints, involving essentially the same subject matter as the Grand Jury complaint, with two California state agencies (California Department of Social Services and Health and Human Services Agency). At the Committee’s request, after the interview the Director promptly provided the Committee with copies of the documents with which each of the state agencies resolved these complaints.

Complaint Filed with California Department of Social Services

Complainant requested a hearing with the California Department of Social Services on the grounds that Mono County and the assigned eligibility worker unfairly determined Complainant’s Medi-Cal share of cost. Responding to the request, an administrative law judge conducted a hearing on July 10, 2013. In a decision dated September 2, 2013, the judge examined the law and the facts in extensive detail, concluding that Mono County correctly determined the Medi-Cal share of cost. The judge dismissed the claim of unfair treatment, noting that the agency had no jurisdiction to address this claim.

Complaint filed with State of California—Health and Human Services Agency, Department of Health Care Services.

Complainant filed a complaint with the Department of Health Care Services, alleging race, sex and ethnicity discrimination by the DSS staff.

In response, Mono County DSS conducted an internal investigation, then submitted a "Civil Rights Complaint Investigation Report" to the Department of Health Care Services on July 25, 2013. The DSS report concluded that the complaint was "unsustained" with respect to the Complainant being discriminated against on the basis of race, sex or ethnic group orientation. On August 9, 2013, an EEO Specialist at the Department of Health Care Services responded, approving closure of the complaint on the basis that there was no information to support Complainant's allegations of disparate treatment.

The decision of the California Department of Health Care Services, however, did not provide details regarding the findings. For this reason, the Committee asked the Director for, and was provided, a copy of the July 25, 2013 report.

July 25, 2013 Mono County DSS Civil Rights Complaint Investigation Report

The report showed that Complainant missed deadlines for required responses, which delayed actions by DSS. Although the primary cause of the delay was Complainant's failure to timely respond, additional delay was also introduced at one point when the eligibility worker overlooked a response from Complainant. In mitigation, this was apparently primarily due to an overwhelming caseload, leading to a large number of items awaiting action by the eligibility worker.

The report found that Complainant failed to provide substantive evidence to back up the claims of discrimination.

Conclusion of Investigation

After review of the Committee's investigation by the full Grand Jury, a letter was mailed to Complainant on March 24, 2014, in which Complainant was informed that the Grand Jury had investigated the complaint. The letter identified the information that the Grand Jury had considered and noted that the Grand Jury had found no substantial evidence to corroborate the allegations in the complaint of discrimination, harassment, or irregularities in determining applicant eligibility for state or county benefits.

The letter concluded by inviting Complainant to contact the Grand Jury if Complainant wished to provide any additional evidence to substantiate the allegations.

The Grand Jury received no response from Complainant as of May 28, 2014.

Findings and Recommendations:

1. **Finding:** Complainant did not provide any credible evidence to substantiate claims of discrimination and harassment by her DSS eligibility worker.

Recommendation: None.

2. **Finding:** Complainant did not provide any credible evidence to substantiate claims that Complainant's civil rights were violated.

Recommendation: None.

3. **Finding:** Complainant's Medi-Cal benefits were correctly calculated according to applicable laws and regulations.

Recommendation: None.

4. **Finding:** No evidence was found to substantiate Complainant's claim that communications by DSS were in Spanish rather than English.

Recommendation: None

5. **Finding:** Complainant's assertion that information about and documentation for the Medi-Cal program was withheld may have resulted from Complainant's misunderstanding of DSS procedures intended to reduce duplication of materials (multiple languages used in form documents to mention availability of materials in other languages).

Recommendation: None

6. **Finding:** Food stamps were not improperly withheld from Complainant.

Recommendation: None

7. **Finding:** The current Director of DSS began serving in this position recently and was not the director during the time period on which the complaint was based.

Recommendation: After the Director has one or two years' tenure in the position, the Grand Jury should consider an overall review of DSS operations to generally determine how effective DSS is operating and to specifically examine whether the DSS workload continues to be heavily impacted by adverse economic conditions.

8. **Finding:** Complainant's failure to comply with reasonable DSS procedural requirements substantially contributed to the denial and termination of benefits that Complainant would have otherwise received in a timely manner.

Recommendation: None.

9. **Finding:** DSS procedures failed to correlate documents received from applicants with the deadlines to which those incoming documents were responding. As a result, one of Complainant's responses, because it was overdue, was overlooked by DSS for a period of time since it was not prioritized for handling before other submittals, which were responding to more recent deadlines.

In mitigation, this deficiency in DDS procedures did not cause a problem until a major increase in DSS cases (due to economic conditions) caused eligibility workers at DSS to experience large increases in their workloads. Furthermore, the problem would not have occurred but for Complainant's failure to submit the response at issue in a timely manner.

Recommendation: As soon as DSS became aware of this problem, it revised its procedures to ensure that this problem did not occur in the future. For this reason, the Grand Jury finds no need to make any further recommendation.

10. **Finding:** The July 25, 2013 Mono County DSS internal investigation contained a number of factual errors and lacked adequate detail in some findings.

Recommendation: DSS should consider establishing a procedure to ensure that internal investigations are reviewed for accuracy and completeness.

Mono County Grand Jury 2013-2014
Town of Mammoth Lakes
Proposed Materials Recovery Facility (MRF)
Case #1314.02

Summary:

On April 22, 1992, Glenn Thompson, then-Town Manager for the Town of Mammoth Lakes, wrote the following to Bill Mayer, Mono County's Chief Administrative Officer: "I have informed Council that I consider solid waste issues and costs to be the 'ticking time bomb' with the potential to unravel the fiscal safety nets of all local governments. I think it very important that we work to make the situation known to our citizens. ... I really believe we have a tiger by the tail and we need to be both aggressive and cautious."

That time bomb is still ticking, and the tiger still being held by the tail. And, after more than 20 years, information about solid waste issues facing the Town and the County is not generally known. In this report, we examine allegations relating to secretive planning of solid waste solutions by the Town of Mammoth Lakes and find that responsibility for the lack of public knowledge and participation lies, in large part, with Town government.

Since the early 1990s, the Town of Mammoth Lakes has considered building a Materials Recovery Facility (MRF) to enhance its ability to meet state law requirements for diverting solid waste from landfills. Sometime after 2007, discussions about a potential MRF took a turn away from the public eye, and were conducted instead in closely-guarded business negotiations and closed sessions of Town Council — closed sessions which, while noticed for apparently appropriate purposes, exceeded the limited scope of what's legally permissible under the Brown Act. These two issues, lack of transparency and Brown Act violations, are the subject of this report.

The Complaint:

The Grand Jury received two citizen complaints, both alleging in essence that the Town of Mammoth Lakes (TOML), through its Town Council and staff, pursued a secret plan with Waste Connections Inc., the Town's exclusive franchisee for solid waste disposal, to use "public trust" monies collected in trash bills to purchase real property for the purpose of expanding the Solid Waste Transfer Station in the Industrial Park, including plans to build and operate a Materials Recovery Facility (MRF). The gist of both complaints was that, in so doing, the Town allegedly violated the Brown Act, which requires California public agencies to conduct business in open and public meetings.

The Method of Study:

The investigation began in November, 2013, with interviews of the two complainants as well as a staff member associated with the Town of Mammoth Lakes.

The Grand Jury then obtained thousands of pages of documents from the Town by means of a subpoena and requests under the California Public Records Act. The documents produced included agreements, correspondence, emails, memoranda, Town Council agendas and minutes,

flyers, consultants' reports, and handwritten notes, all relating to solid waste issues. We also obtained documents from other sources, including minutes of meetings of the Mono County Board of Supervisors and the Mono County Solid Waste Task Force. The Grand Jury then summarized the documents in chronological order, creating a listing approximately 100 pages in length that spanned the time period from 1991 through the present. With that, we were better equipped to grasp in context the complex series of events that the documents depicted.

Thereafter, we interviewed nine additional witnesses, all associated with the Town of Mammoth Lakes in one capacity or another, including all members of Town Council. We were unable to obtain much information of substance from most of the Town Council members. We did not conclude that they deliberately withheld information, but rather that they had failed to retain, understand, and recollect information that would allow us to be confident of informed decisions on solid waste issues. The staff members we interviewed, both current and past, generally seemed to be more well-informed. But given the recent reductions and turnover in staff, "institutional memory" has been damaged.

Based on the information derived from these sources, we then made findings, as discussed below.

Discussion:

In 1989, AB 939 became law in California, requiring cities and counties to divert at least 25% of all solid waste from landfills by 1995 and 50% by the year 2000. At least as early as 1992, the Town of Mammoth Lakes began making efforts to comply, adopting a Source Reduction and Recycling Element in the Town's General Plan. Historically, however, the Town has had difficulty in complying with state waste diversion mandates.

Mammoth Disposal has been the Town of Mammoth Lakes' exclusive franchisee for solid waste disposal for many years. In February, 1992, the Town entered into a 10-year exclusive franchise agreement that, among other things, called for Mammoth Disposal to build, operate, and maintain a MRF to help with diversion efforts. To date, however, the only MRF that has ever been built — if it can even be called a MRF — is capable only of removing cardboard from the waste stream and baling it for export to market. Programs are also in place for recycling of aluminum, plastic and glass, E-waste, and used oil and batteries, but not as part of a MRF.

By way of background, a MRF is a facility designed to receive, separate, and prepare recyclable materials for marketing to end-users (manufacturers). MRFs support communities in their efforts to protect the environment by diverting recyclable materials from landfill disposal, recapturing and reusing resources. A MRF can enhance a community's efforts to comply with waste diversion mandates imposed by California law.

There are at least two types of MRFs — "dirty" and "clean." By our understanding, a "dirty" MRF would include a single-stream operation, in which all garbage/trash — including food waste, other refuse, and recyclables — is disposed of in one receptacle, which is then transported to the MRF, where it is separated by hand, mechanical means, or both, in order to recover recyclable materials before disposing of the remainder in a landfill. A "clean" MRF, on the other hand, would not accept all garbage/trash, but rather only recyclable materials that have been separated at the source from other forms of solid waste. It may well be that there are gradations between "clean"

and “dirty,” as even recyclable materials could be soiled before separation at the source. According to the Town, the MRF at issue in this investigation was intended to be a “clean” MRF, although that is subject to some dispute.

In June, 1999, Waste Connections, Inc., purchased Mammoth Disposal and thereafter operated it as a subsidiary. At that time, Town Council approved transfer of the exclusive franchise agreement to the parent corporation. Although set to expire in 2002, Council later adopted a resolution extending the agreement through May 31, 2007. After that, several shorter-term extensions were approved in order to afford time to complete negotiations on a successor franchise agreement, which remains in force to this day. There will be more on that agreement later in this discussion.

In 2000, the Town commissioned SCS Engineers to evaluate the feasibility of constructing a MRF. The report, dated September 26, 2000, concluded that a MRF was not feasible at that time because the Town’s waste stream did not include the types and quantities of recyclable materials that would make it financially viable.

On September 7, 2005, with an eye toward the May 2007 expiration of the exclusive franchise agreement with Mammoth Disposal, Town Staff presented Council with an agenda bill explaining the need to consider expanded recycling facilities for the Town in light of AB 939 diversion requirements. The bill also identified several policy issues to be considered in providing for trash collection and sought Council’s direction on whether to pursue renewal, extension, or replacement of the solid waste franchise agreement with Mammoth Disposal. In response, Council directed staff to establish an *ad hoc* Solid Waste Committee to study the issues and report back.

The Solid Waste Committee issued a report to Council dated March 23, 2006, covering the issues discussed in the September 7, 2005 agenda bill. Among other things, the Committee indicated its belief that all solid waste customers should share in the cost of complying with State solid waste diversion requirements, a process that would be complicated by having multiple trash haulers operating in the Town. The members also recommended continuing the practice (established in 1998) of having a single, secure solid waste transfer station located in the Industrial Park, offering residential self-hauling along with optional curbside pickup (in lieu of the previous system of multiple drop-off points located throughout Town, which had resulted in undesirable conditions).

In addition, the Solid Waste Committee examined whether the Town should subject solid waste franchise agreements to a competitive bidding process, or perhaps even grant franchises to multiple haulers. The report notes, however, that Mammoth Disposal owns the land on which the Solid Waste Transfer Station (SWTS) is situated, and it would therefore have a significant advantage in any bidding process. Other bidders would be forced to incorporate the added cost of either leasing the SWTS from Mammoth Disposal or acquiring an alternative site. The Solid Waste Committee also believed that having multiple trash haulers would also result in increased truck traffic and the possibility of increased trash and litter, with haulers “cherry picking” plum accounts and remaining customers being forced to shoulder increased costs. Under these circumstances, the Committee recommended that the Town maintain an exclusive franchise system until such time as it could acquire ownership of the Solid Waste Transfer Station site owned by Mammoth Disposal, as well as an adjacent parcel for expansion. As such an acquisition would require a significant capital outlay, the Committee unanimously recommended making the purchase through a renegotiated and extended franchise agreement with Mammoth

Disposal, which would allow for the costs to be spread out over a number of years and also foster an orderly transition upon its expiration, when the franchise could be subjected to a meaningful competitive bid process.

The Solid Waste Committee also looked specifically at whether the Town should build a MRF. Committee members reviewed the 2000 report prepared by SCS Engineers, which concluded that the Town's waste stream was insufficient for a MRF to be economically viable. The Committee's report also cites staff visits to MRFs located in Truckee and South Lake Tahoe, where they learned that the facilities' "solid waste volumes ... do not financially support those operations." The Committee acknowledged that future increases in mandatory solid waste diversion rates might someday require that a MRF be built in the Eastern Sierra, but did not foresee such increases in the near-term. Thus, based on an informal cost/benefit analysis, the Committee recommended against proceeding with a Town-sponsored MRF at that time, adding that if inclusion of a MRF provision were required in the solid waste franchise agreement, all costs and financial risks of construction and operation should be borne by the franchisee.

Council accepted the Solid Waste Committee's report on April 23, 2006. On September 6, 2006, the issue came before Council again, with Council at that time authorizing staff to move forward with negotiations toward a new long-term exclusive solid waste franchise agreement with Mammoth Disposal based on the recommendations in the Solid Waste Committee's report. In support of this authorization, Council explicitly found that it was infeasible for a solid waste provider other than Mammoth Disposal to acquire or provide the land necessary to accommodate construction of another solid waste transfer station, nor was it practical to have more than one solid waste provider given the financial and logistical barriers to entry. This finding, along with a finding of jeopardy to public health, safety and welfare, formed the legal basis for dispensing with a competitive bid process, which ordinarily would have been required under Town Ordinance Section 12.40.090.

Negotiations between the Town and Mammoth Disposal began shortly thereafter, and continued for more than three years. Late in that interim, with the expectation that a final agreement would be reached by July 1, 2009, the Town Manager sought Mammoth Disposal's signature to a "Deal Points" commitment letter outlining certain terms that the parties expected would affect customer rates. With the deal points nailed down, the Town could then proceed with satisfying legal requirements for a public hearing on increased solid waste disposal rates in sufficient time to finalize the franchise agreement by July 1, as anticipated.

Both parties signed the "Deal Points" letter and, on March 31, 2009, the Town mailed formal notices to solid waste disposal customers and parcel owners of the proposed increases, which would be the subject a public hearing on May 20, 2009. The Notice of Public Hearing disclosed generally that the proposed increases would "cover the costs of the services to be provided, and the cost of acquiring land for the transfer station, including, costs of labor, utilities, supplies, equipment, gasoline, land, facilities, and franchise fees."

The agenda bill for the May 20, 2009, public hearing expanded on the information given in the Notice, summarizing the key points of the "Deal Points" letter as follows:

1. The Town will offer a five year franchise agreement to Waste Connections, Inc. The Town will pursue acquisition of the transfer station land through a purchase option during the five year agreement and will extend the agreement another twenty (20) years if the option is exercised. The Town will issue debt to acquire ownership and spread out the payments in the rate structure over the term of the agreement. The acquisition price of the transfer station site has been locked in at current appraised value.
2. The Town will pursue acquisition of the Mammoth Firewood parcel adjacent to the transfer station site. This acquisition is necessary to expand the transfer station site to accommodate future growth of trash and recycling in the Town of Mammoth Lakes. The Town will issue debt to acquire ownership and spread out the payments in the rate structure over the term of the agreement.
3. The transfer station site will be torn down eventually and rebuilt to increase efficiencies and to accommodate future growth in trash disposal and recycling services. This would be a Town project and would be publicly financed with the costs passed through in the rate structure.

Ultimately, the citizens of the community will own hard assets including the transfer station land and facilities and the Town will have control of our own destiny with respect to all solid waste and recycling programs, including the ability to competitively bid out future franchise agreements. It is critical to note that this entire project is focused on the long-term realities the Town faces with future solid waste and recycling management and requirements from the State of California.

The minutes of the May 20, 2009, public hearing reflect that Michael Grossblatt, former Personnel Director and Assistant to the Town Manager, publicly outlined the information in the agenda bill, noting that the new franchise agreement itself would come forward for approval at a later meeting. After a discussion, which included “whether the Town takes possession of the parcel on which the facilities are and will be constructed,” the item was opened to public comment. According to the minutes of the meeting, only one member of the public spoke: “Martin Orrick asked if the increases would be less in the event the proposed parcel is not purchased; Mr. Grossblatt responded that they would be less, and that another public hearing would be conducted.”

The minutes further reflect that nine protest letters had been submitted by members of the public. A review of these letters shows that none of the protestors commented on the proposed purchase of real property. In addition, a tenth letter was submitted, not to protest the rate increase, but rather to request certain service improvements (e.g., a payment drop box, improved lighting, etc.).

The Town Clerk reported that the rate protests did not constitute a majority. After further discussion, Council adopted Resolution 09-27, approving the rate increases as proposed. There is no mention of a proposed MRF for the site in any of these documents.

By December 16, 2009, the Town had completed negotiations with Mammoth Disposal on the terms of a new franchise agreement. On that date, Council held a public hearing to consider Resolution 09-79, authorizing the Mayor to execute the new “Waste Collection Franchise

Agreement Between the Town of Mammoth Lakes and Mammoth Disposal Company” (hereafter, the “Franchise Agreement”). The Resolution passed, and the Franchise Agreement went into effect on January 1, 2010. While initially set to expire on December 31, 2014, the agreement afforded Mammoth Disposal the option to extend the term for an additional five years. Mammoth Disposal exercised this option early in 2014 and, thus, the Franchise Agreement is now set to expire on December 31, 2019.

The agenda bill prepared by staff for the December 16, 2009, Town Council hearing provides an extensive review of the Franchise Agreement’s major terms and, because it is written in plain English and provides information about the meaning and intent of rather complex contractual provisions, it bears inclusion here.

Section 8 of the Franchise Agreement contemplates two real property acquisitions: (1) the Expansion Parcel (sometimes called the Mammoth Firewood Lot); and (2) the Transfer Station site itself, owned by Mammoth Disposal. The agenda bill explains this section as follows:

The existing transfer station is at or close to capacity and, in coming years, may become unable to accommodate the Town’s waste management and recycling needs. This was the core issue of the Solid Waste Committee’s summary report. To this end, the Town and Mammoth Disposal mutually agree that an improvement and expansion of the transfer station is needed and the parties have agreed upon a preliminary improvement plan which will demolish and replace the current transfer station site. In order to accomplish this goal, staff has been negotiating for over a year with the owners of the adjacent Mammoth Firewood (“Expansion Parcel”) property for purchase of that property for the expansion process. Rate increases to pay for the acquisition of the Expansion Parcel have already been approved by the Town Council (as discussed in Article 10 of the proposed agreement and as approved by Resolution 9-27) assuming a deal can be reached on the parcel. Section 8.02 in the proposed agreement outlines the Town’s acquisition of the Expansion Parcel.

Another stated goal of the Solid Waste Committee’s summary report was the recommendation of eventual Town ownership of the existing two acres currently owned by the Franchisee to allow for the future bidding of the franchise agreement down the road. This was the most contentious issue negotiated between the Town and Waste Connections for the past three years. Section 8.03 outlines the terms and conditions of the Town’s option to purchase these premises. As stated earlier in this agenda bill, the Town retains the right to purchase the premises at a pre-determined price of \$2,273,000. This price was based on an independent appraisal in December 2008. The Town retains an option to purchase the premises during the first five years of the proposed Franchise Agreement through December 31, 2014. If the Town forgoes this option and purchases the premises during the five year extension period, the price of the two acres will be set by a new appraisal. Before the purchase of the premises can be completed, the Town will have [to] schedule a new Proposition 218 hearing before the Town Council [can] implement new rate increases for this purchase. If this transaction goes through, the term of the proposed Franchise Agreement will be extended for twenty years (20) to pay off and

amortize the property acquisition. Transfer of title, however, will pass to the Town of Mammoth Lakes upon the close of escrow.

Article 8 is the cornerstone of this proposed Franchise Agreement and should be viewed as an investment in the Town's future with respect to the provision of solid waste and recycling services to the Mammoth Lakes community.

Section 10 of the Franchise Agreement, "Franchisee Compensation and Rate Adjustments," addresses financing for acquisition of the Expansion Parcel, among other things. The agenda bill explains:

Section 10.02(b)(3) discusses the impending rate increases allocated toward the anticipated debt payment for the Expansion Parcel acquisition. In essence, the Franchisee will make an annual payment of \$180,000 in quarterly installments to the Town of Mammoth Lakes. These monies have been approved in the Proposition 218 hearing back on May 20. If the Expansion Parcel is not acquired, the Town has the option to forgo the rate increases associated with the \$180,000.

In other words, the rate increases that were approved by Council in May 2009 included an upward adjustment to be paid by consumers. Under this provision of the Franchise Agreement, Mammoth Disposal would pass this part of the increase through to the Town, at \$180,000 annually, paid in quarterly installments.

Again, there is no mention of a MRF in any of the documentation — not in the Franchise Agreement, not in the agenda bill, not in the Notice of the Meeting, and not in the Meeting Minutes. Even so, Town records show that a MRF had long been on the radar screen. For example, the Town at one point identified a MRF program as part of a Plan of Correction it submitted to CalRecycle. In a letter to the Town dated January 31, 2007, a CalRecycle official pointed this out and warned that if the Town's reported diversion rates fell below the mandated 50% level, the lack of the promised MRF would be considered in deciding whether to initiate a Compliance Order process.

The Town responded on March 5, 2007, informing CalRecycle that it didn't actually intend to build a MRF *per se*, as it had previously commissioned a study that concluded that a MRF wasn't economically feasible. However, it had secured support from Mammoth Disposal and intended to expand the current Solid Waste Transfer Station's "capacity with additional acreage and a new baler," along with "a site plan with a better traffic flow and increased capacity for receiving and storing recyclables and divertible material. Plans are to purchase the site (totaling 3 acres), finalize an agreement with Mammoth Disposal, and commence environmental review and permitting."

These plans never materialized. As noted in a 2010 Solid Waste Program Evaluation conducted by HDR, a consulting firm, for Mono County, "[T]he Town staff discussed with HDR that they have already studied installing MRF components at the [Mammoth Disposal Transfer Station] and determined them to be too costly at the scale of operations involved."

Eventually, renewed discussions of a MRF were jumpstarted when, on February 23, 2011, CalRecycle notified the Town of its intention to conduct a review to determine whether the Town was complying with diversion mandates. The review would include looking at the Town's

programs as well as evaluating the materials actually being disposed. If found to be out of compliance, the letter warned, the next step would be to consider a compliance order against the Town, with the potential for penalties of up to \$10,000 per day.

Throughout this time, and going back to 2006, Town staff had been negotiating the proposed purchase of the Expansion Parcel (Firewood Lot), as well as the Transfer Station site itself. Council was updated on progress of the negotiations from time to time in closed sessions and provided staff with further direction toward these efforts. These meetings were noticed in Town Council meeting agendas under the Brown Act exception for real property negotiations. One of these closed sessions took place on December 16, 2009, the meeting in which Town Council authorized the Mayor to sign the Franchise Agreement. Many others followed.

THE BROWN ACT

As discussed in the California Attorney General's pamphlet, *The Brown Act, Open Meetings for Local Legislative Bodies*, the Brown Act (California Government Code section 54950, *et. seq.*) governs meetings conducted by local legislative bodies, including Town Council. Its purpose is to facilitate public participation in local government decisions and to curb misuse of the democratic process through secret legislation, while at the same time striking a balance with legitimate needs for confidential candor, debate, and information gathering. While the Act confers a presumption in favor of public access, it also provides specific exceptions to open meeting requirements where the government has established a need for confidentiality. Courts have construed these exceptions narrowly. Where matters are not subject to a closed meeting exception, the Brown Act has been interpreted to mean that all of the deliberative processes by legislative bodies, including discussion, debate, and acquisition of information, be open and available for public scrutiny.

One of the Brown Act's exceptions authorizes closed meetings for real property negotiations. Under this exception, a local body may meet in closed session to advise its negotiator concerning the "price" and "terms of payment" in connection with a specific transaction. Court decisions have indicated that the intent of this exception reflects the realities of the commercial marketplace and the need to prevent the person(s) with whom the local government is negotiating from sitting in on the session at which the negotiating terms are developed.

Any such closed session must be preceded by an open session in which the body orally announces the matter to be discussed, identifying the real property in question, the individual who will act as its negotiator, and the persons with whom its negotiator may negotiate. These same items must be disclosed in a properly noticed written meeting agenda as well. Under safe harbor provisions of the Brown Act, the property in question should be identified by a street address, or if no street address exists, a parcel number or other unique reference.

According to witnesses, Town Council members received training on the requirements of the Brown Act upon taking office, usually through the League of California Cities and the Town Attorney. All Council members acknowledged having received such training. Only one current Council member (as of April 2014) appeared to have any real knowledge or understanding of the Brown Act's intent or provisions. Most stated that they relied on the Town Attorney for guidance as he attends all closed sessions, usually in person but occasionally by telephone.

Our review of agendas and minutes for Town Council meetings at which closed sessions took place under the real property negotiations exception raised several concerns about Council's compliance with the Brown Act. These concerns were confirmed through witness testimony. First, despite the fact that a street address for the Expansion Parcel is readily available, it was never described by reference to street address in meeting agendas. Instead, it was at times described as the Mammoth Firewood lot, or by reference to the names of its owners, or by parcel number. Second, Council repeatedly held closed sessions prior to regular meetings, sometimes as early as 4:00 p.m. before the public normally arrived and before those who work normal business hours would be able to attend. In many cases, there was no oral announcement of the matter in an open meeting before Council went into closed session, as the Brown Act requires. Both of these irregularities, it seems, militated against public awareness and discussion of the agenda items at issue — purchase of the Expansion Parcel in particular.

Moreover, the evidence we reviewed leads us to conclude that, to the extent that Council gathered information about, established policy, and gave direction on proposed plans for a MRF, those discussions took place in closed sessions that were noticed for the purpose of real property negotiations. Again, the Town Attorney attended each of these meetings, usually in person, but occasionally by telephone.

For example, the February 2, 2011 Town Council Agenda noticed closed sessions, both at the beginning and end of the agenda. The closed session at the end of the meeting included at least eight separate matters, all of which are lumped together in a single paragraph, as is typically the case in Town Council agendas. This makes them difficult to separate. The third item concerns real property negotiations relating to APN-200-050, which (by reference to County records) we identified as 59 Commerce Drive, which is the site of the Solid Waste Transfer Station and Mammoth Disposal. Buried further down in the paragraph, after several other items, the closed session agenda notes that there will be discussion relating to acquisition of "Mammoth Firewood, APN 37-200-08." Oddly, with regard to the Transfer Station parcel, the agenda identifies a Town official as the representative for the "prospective seller" and a County official as the "prospective buyer," even though the Town did not own the property — Mammoth Disposal did.

We found nothing in the thousands of pages of documents the Town produced, and received no oral evidence, to indicate that the Town ever actively negotiated with the County over a purchase/sale of the Transfer Station, although we saw reams of documentation about the negotiations between the Town and the Mammoth Firewood lot owners. There are neither written meeting minutes nor video/audio recordings made during closed session, so we cannot know with certainty what was actually discussed in the closed session on February 2, 2011. However, we find it unlikely that it was restricted to the price and terms of payment of the Town's sale to the County of land it did not own. Consequently, this item appears to be questionable given the Brown Act limitations on the scope of real property negotiations.

Notwithstanding the lack of minutes and recordings of closed sessions, the Grand Jury received oral testimony from several witnesses indicating that MRF plans and other matters relating to solid waste were repeatedly discussed in closed session, purportedly under the real property negotiation exemption in conjunction with the price and terms of payment for the proposed purchase of the Expansion Parcel and the Transfer Station. According to one witness, whom we found credible, when purchase of the Expansion Lot was on the closed session agenda, it was essentially always about the MRF.

This testimony is supported by documentary evidence that shows Town Council on more than one occasion exceeded the scope of the Brown Act exception for real property negotiations during closed sessions. One example is a confidential memorandum dated March 6, 2013, prepared by staff for a closed session noticed in the agenda for that day's Town Council meeting at 4 p.m. (an hour before the regular Council meeting) under the Brown Act exception for real property negotiations on the Expansion Parcel. The memorandum, bearing the subject line, "Mammoth Firewood Acquisition," includes handwritten notes by a staff member, who acknowledged having made them during the closed session. These notes make clear that the memorandum's contents were fully discussed, and that the discussion exceeded the limits of the Brown Act real property negotiation exception.

The memorandum first reviews negotiating terms for the Expansion Parcel, including the price to be offered, with a handwritten notation indicating that Council directed staff to offer a lower purchase price than had initially been sought.

The memorandum then continues with a discussion of "Long Term Solutions for Trash" and "Parcel Fees for Mono County." According to the handwritten notes, the discussion included MRF facility costs, possible alternatives to Benton Crossing Landfill, and parcel fees paid by Mammoth Lakes property owners to support Mono County's solid waste disposal program. These matters, while perhaps tangentially related (at best) to a purchase of the Expansion Parcel, fall outside the narrow exception for real property negotiations. They could have and should have been the subject of discussion at a public meeting so that Mammoth Lakes residents could be informed of and provide input on the overall scope of solid waste issues facing the Town, as well as the County.

In addition, a staff email dated December 11, 2012, states, "During the Council closed session meeting last Wednesday, December 5, 2012, the Council made clear that the Town's plans for a Transfer Station/MRF remains a priority and they are interested in moving the project forward." This provides further written corroboration of the fact that discussions of a MRF took place in closed sessions.

In fact, between 2007 and July 2013, we found only one discussion of a MRF that took place in a noticed open session of Town Council. That discussion occurred on May 16, 2012, when Town staff sought Council's approval of a letter to CalRecycle seeking an extension of time for the Town to comply with State-mandated diversion requirements. At that time, CalRecycle's compliance review of the Town was well under way and the Town was awaiting the results. In addition, AB 341 had been signed into law, and within a short time, would increase diversion rates to a goal of 75% by 2020. Council approved the letter to CalRecycle (which was later sent off bearing a date of June 27, 2012), thereby committing to a timeline for, among other things, finalizing a MRF plans and construction schedule by Winter 2012, and beginning construction by Spring 2013.

CalRecycle delivered its Staff Report and Evaluation of the Town's compliance efforts on November 2, 2012, recommending a good faith finding of compliance based on the Town's reasonable efforts, despite the fact that commercial and residential recycling programs remained problematic at that time. The report notes Mono County's expressed concerns that a MRF in Mammoth Lakes would have long-term, irreparable impacts on the County's solid waste program. The report also recommended that "CalRecycle consider conducting an interim review of the Town's recycling efforts toward the end of 2013. This will allow the town adequate time to fully

implement the Commercial Recycling Program and evaluate the existing residential recycling program.” The report also noted that “Staff will continue to monitor the progress of the potential construction and operation or potential use of a MRF in the Town’s annual progress reports to CalRecycle.” Thereafter, CalRecycle’s Board adopted the Staff Report’s recommendations and notified the Town accordingly on December 6, 2012.

On November 14, 2012, Town staff discussed its plans for a MRF in a meeting of the Planning Commission, as part of an informational item following up on the results of the CalRecycle compliance review. In a memorandum prepared for the occasion, staff described the MRF in general terms as “a purpose-built, state-of-the-art facility that can more effectively intake, handle and process recyclable materials” and said the Town generates approximately 80 percent of the total waste stream of Mono County, a balance not likely to change in the future. “Because of this, Town staff has strongly recommended that the MRF be built where the most waste is generated, to maximize convenient access [to] the facility for waste generators and haulers, and to minimize resources spent trucking waste to a more distant location. CalRecycle agrees with this and supports this proposal viewing the construction of the MRF as a critical step for the Town in meeting its compliance efforts.”

The memorandum also described the Town Council’s approval of the June 27, 2012, letter to CalRecycle seeking an extension of time for compliance, citing it as a “firm commitment to build the MRF within Town Limits.” The Grand Jury notes that, while the letter may be taken as a commitment to build a MRF, there is no mention in the letter that a MRF is to be built “within Town Limits.”

Continuing, the staff memo also states: “There has been some concern from the County regarding the financial impact to the landfill with diversion of waste to a location inside the Town Limits. The landfill is set to close in 2023 and DWP, who owns the land on which the landfill is located, has indicated that there will be no extensions to this timeframe. However, options for the Town to effectively address its twelve-year history of non-compliance, without implementing the MRF in the location proposed, are very limited. It may be necessary to proceed, despite the County’s concerns, in order to avoid more serious potential enforcement actions, including significant financial penalties, being imposed by the State. There may also be a need, and an opportunity for the Town to take a lead in helping to address broader regional solid waste issues.”

In the oral discussion that followed, staff reiterated the County’s concerns and acknowledged them as valid, but emphasized that the Town is committed to pursuing a MRF. They also discussed the idea of regional participation in the MRF plans, noting that it would make sense to have partners. At the end of the discussion, staff emphasized that the Town is “up against the timeline with the State now.” Citing a need to move aggressively, staff said, “We’re sticking to the timeline set in the letter,” and that they would update the Planning Commission as matters progressed.

Even so, as of late 2012, revived discussions with the Expansion Parcel's owners were unsuccessful, resulting in delays. (In fact, the parties have not reached agreement as of the date of this report.) As of March 31, 2014, Town records reflect a balance of \$622,516.27 collected from customers under the Franchise Agreement to finance this purchase. These funds are being held by the Town "in trust" for this specific purpose. The Grand Jury reviewed accounting records, and the Town Manager confirmed by email dated April 24, 2014, that there have been no expenditures to date from this fund.

In addition, correspondence with CalRecycle indicates that the Town regarded the award of a new solid waste franchise agreement as a "critical component of funding for the development and operation of the MRF," and thus expected to begin negotiations with Mammoth Disposal early in 2013, before proceeding with the MRF. This, too, has resulted in delay, as negotiations have yet to be completed.

Finally, despite the fact that proposed plans for the MRF had to that point proceeded largely outside public view, Mammoth Lakes residents became better informed as a result of events leading up to and culminating in a July 5, 2013 meeting of the homeowners association for The Trails, a housing development located within close proximity to the Transfer Station and Expansion Parcel. At that meeting, opponents of the project presented information about the proposed MRF, some of which Town staff later contended was inaccurate. (Although staff had initially agreed to attend and participate in the meeting, they were unable to do so for personal reasons.) A meeting of the Town/County Liaison group followed on July 11, at which the MRF was discussed publicly, with a staff report prepared by employees of the Town and the County. The report essentially recommended that the Town's plans for a MRF be placed on hold while stakeholders pursued a regional solution. At that meeting, there was an announcement that Town Council would hold a closed session at its regular meeting on July 24, 2013, to again discuss purchase of the Expansion Parcel.

Before the July 24 closed session, the Town received approximately 16 letters from members of the public, primarily homeowners in The Trails, protesting the location of the MRF and purchase of the Expansion Parcel. After the closed session, one of the Council members announced that no action had been taken, and that there would be an extensive public process regarding the MRF regardless of the Town's decision or timing on the Expansion Parcel.

Thereafter, in a regular meeting of Town Council on December 18, 2013, there was a properly agenzized discussion of solid waste issues, without specific mention of a MRF. After 45 minutes of discussion, including staff presentations and public comment, Council directed staff to complete an analysis to evaluate sites with capacity to accommodate larger scale recycling and a solid waste transfer station, including costs of improvement and impacts to disposal rates. The information was to be brought back to Council in early 2014.

The matter of solid waste reappeared on Town Council's agenda for April 2, 2014, with a presentation of five potential sites for a MRF/transfer station in close proximity to the Town. A sixth alternative would locate a MRF in Inyo County, but would still require a transfer station site close to Town. After staff presentations, public comment, and discussion, Council gave consensus for staff to move forward with further research.

Findings and Recommendations:

1. **Finding:** Between 2009 and July 2013, there was only one discussion of the proposed MRF in an open session of Town Council, although Town staff were actively working on a proposed project during portions of that time. Aside from this single discussion, Council as a whole held other discussions relating to the MRF and other solid waste issues in closed sessions, purportedly under the Brown Act exception for real property negotiations. Such discussions should have been limited to the price and terms of payment to be negotiated for purchase of the Expansion Parcel or the Solid Waste Transfer Station, in accordance with the notice given in the agenda. Discussions that went beyond this limited scope, including whether and where to build a MRF, broader solid waste issues (e.g., Mono County parcel fees), and long-term solutions, violated the Brown Act because they were, at best, only tangentially-related to the proposed transactions. They were and are the public's business. They could have and should have been discussed in open Council meetings where the public could participate.

Recommendations:

1. Closed sessions of Town Council should be recorded. Recordings should be kept for a period of at least three years. The recordings would not, of course, be released except as authorized by law. Recording closed sessions will heighten Council's awareness of the Brown Act's limitations. It will also allow for subsequent follow-up to ensure that Council adheres to the law.
2. All Town Council members and managerial staff should be required to attend regular periodic training on the Brown Act, the Public Records Act, and the public's right to information about what their government is doing — the people's business. In light of our findings, particular attention should be given to the Brown Act requirements for closed Council sessions, including the scope of permissible discussions under the various exceptions and their narrow construction by California courts. Such training should be documented. In addition, the Town Attorney should consider taking a more active role in advising Council on the proper scope of closed session discussions as the discussions occur, perhaps by reviewing agenda bills in advance and by actively advising Council members if and when a discussion may be heading beyond legal limits.
3. While the proposed purchase of real property, including the Expansion Parcel, its financing through a rate increase, and the planned use of the Solid Waste Transfer Station/Expansion Parcel to expand the Town's solid waste operations, was minimally disclosed in public notices and hearings in 2009, we found only one explicit mention of the proposed MRF thereafter during a public Town Council meeting (*i.e.*, the June 2012 letter to CalRecycle seeking an extension of time to comply and setting out a timeline for construction of a MRF). There was little evidence presented demonstrating that information about any MRF proposal was ever actively disseminated to the public. The consequences of this lack of public discussion became evident by July 2013, as rumor and speculation had been circulating about the project and its anticipated cost. At

about that time, and based on information that may or may have not been accurate, concerned citizens made their opinions known. Thereafter, following the closed session on July 24, 2013, Council announced that any further MRF plans would proceed publicly. At the present time, it appears Council has been and will continue to adhere to this commitment. As Council knows, it is engaged in the people's business. Effective government depends on public trust. Such trust is undermined when governmental officials (elected or otherwise) withhold, or appear to withhold, information about the people's business. Thus, we recommend that Council adhere not only to the letter of the Brown Act, but to its spirit as well, and actively foster the principle of open government. Questions will no doubt arise in the future about the propriety of particular issues for closed session discussion. When they do, we recommend that Council choose always to err on the side of public disclosure, participation, and discussion.

4. In the future, citizens who are concerned about possible Brown Act violations by Town Council may immediately contact the Mono County District Attorney for assistance. The DA's office has assured the Grand Jury that it is prepared to investigate and resolve such matters expeditiously. Making a citizen's complaint to the Grand Jury remains an alternative, of course, but we believe a more prompt investigation and resolution through the DA's office could better serve the public interest in open government.

2. **Finding:** Despite the fact that a street address for the Expansion Parcel was readily available, it was never described in the closed session portion of Town Council agendas by reference to such an address. Instead, it was at times described as the Mammoth Firewood lot, or by reference to the names of its owners, or by Assessor's Parcel Number.

Recommendation: Real property should always be identified in closed session notices in such a way that it may be readily identified by the public. Doing otherwise could be construed as an attempt to avoid public interest and discussion. (See Recommendation 3, Finding No. 1.) Using the Assessor's Parcel Number, for example, when a street address is available, should be avoided.

3. **Finding:** Council repeatedly held closed sessions prior to regular meetings, sometimes as early as 4:00 p.m. In many cases, there was no oral announcement of the matter in an open meeting before Council went into closed session, which the Brown Act requires.

Recommendation: While Finding No. 3 may be viewed as a technicality, we think that, in the interest of building and maintaining public trust, Council should be scrupulous in following the requirements of applicable law. In addition, the minutes of any such Council meeting should always accurately reflect that a public meeting was properly opened and the required announcement made before Council went into closed session, even if members of the public were not then present. Following the law fosters public trust. Doing otherwise can serve only to discourage public attendance, awareness, and discussion. We also recommend that Council seek to schedule meetings at times that maximize the opportunity for public participation.

4. **Finding:** In pursuing this investigation, we were unable to obtain much information of substance from most Town Council members. We did not conclude that these witnesses deliberately withheld information, but rather that they had failed to retain, understand, and

recollect information that would allow us to be confident of informed decisions on solid waste issues or, in fact, other issues, in the future.

Recommendation: It is understood that service on Town Council is part-time, poorly compensated from a financial standpoint, and that most Council members engage in other full-time employment during their terms in office. The Grand Jury offers no remedy for this situation. We are concerned, however, because lack of time and preparation by these officials does not bode well for the prospect of informed policy and decision-making. Staff members, on the other hand, generally seemed to be more well-informed. But given the recent reductions and turnover in staff, “institutional memory” has been damaged. Under these circumstances, it is all the more important for Council to foster full public participation in local policy and decision-making. We recommend that, moving forward, Town Council and staff rededicate themselves to working openly and in partnership with the people they serve. Council should also take full advantage of current staff’s knowledge by directing the Town Manager to ensure that Council is fully informed of all reasonable solutions, alternatives, and consequences to issues under their consideration.

5. **Finding:** Town Council agendas for closed sessions typically lump multiple matters into a single paragraph. This makes them difficult to read and understand.

Recommendation: Agendas for closed sessions of Town Council should list each item separately. We note that this is the Mono County Board of Supervisors’ practice.

The Mono County Grand Jury closed the investigation of this matter on June 10, 2014.

Mono County Grand Jury 2013-2014
Mammoth Lakes Tourism
Case # 1314.03

Summary:

The Grand Jury conducted a preliminary inquiry into the operation of Mammoth Lakes Tourism (MLT). We reviewed documentary information provided by the organization and interviewed three witnesses: a Town finance department employee, MLT's executive director, and the chair of its board of directors.

To the limited extent of our review, the Grand Jury is satisfied that MLT is operating with a reasonable degree of transparency and has adequate financial controls in place.

However, given the limited scope of our review, and in light of the recently-imposed assessment for the Mammoth Lakes Tourism Business Improvement District (TBID), we recommend that a more thorough investigation be carried out by the Grand Jury in two years.

The Issue:

The Grand Jury made this inquiry on its own initiative, given the recent imposition of the TBID and the clear public interest in ensuring that MLT uses its public funding in the best interests of the community it serves. We were particularly interested in examining the degree of transparency with which MLT operates as well as the extent to which it has implemented basic financial controls.

The Method of Study:

The investigation began in December 2013 with an interview of the interim finance director for the Town of Mammoth Lakes. This was followed by a Public Records Act request to MLT seeking production of broad documentation, including:

1. Revenues received each year since its inception;
2. Expenditures each year since its inception;
3. Total compensation by year, including salary, wages and benefits, for each officer, director, and employee of Mammoth Lakes Tourism;
4. Annual financial reports and audits for Mammoth Lakes Tourism since its inception;
5. A description of job duties for each officer, director, and employee of Mammoth Lakes Tourism;

6. For each officer, director, and employee of Mammoth Lakes Tourism, a statement of qualifications or resume for that individual's job;
7. Form 700s (conflict of interest disclosure statements) for each officer, director, and employee;
8. Expense reimbursements for each officer, director, and employee since inception;
9. Copies of all contracts with vendors;
10. MLT policies; and
11. Articles of Incorporation and Bylaws.

We then interviewed MLT's executive director and the chair of its Board of Directors. Thereafter, MLT provided the following additional documents:

12. The current MLT budget;
13. 2012 and 2013 Return on Investment studies by Leisure Trends;
14. March 2014 Interactive Report;
15. 2014 Mammoth Lakes Tourism Facts and Figures;
16. March 2014 Monthly Report; and
17. 2013-14 Measure A Proposed Master Budget.

Discussion:

MLT was incorporated on June 15, 2010, as a California non-profit mutual benefit corporation. It is exempt from both federal and state taxes. According to its Bylaws, its principal purpose is "to engage in such activities as are meant to improve the tourism industry in the Town. These may include activities outside the Town that are in furtherance of these purposes."

MLT was formed for the purpose of assuming, by contract, tourism-related functions that were previously performed by Town government. At the outset, this was done by means of a month-to-month contract. That changed on November 20, 2013, when Town Council approved a long-term agreement that went into effect retroactively as of July 1, 2013 (the "Agreement").

MLT's compensation under the terms of the Agreement consists of the following for fiscal years 2013-2014 through 2017-2018:

1. 2.5% of the Transient Occupancy Tax (TOT) collected by the Town; and

2. The entire amount of the Business License Tax collected by the Town, less \$215,562 per year, provided as part of the Town's financial restructuring plan.

These sums are paid after a deduction for the Town's administrative costs which, under the Agreement, may not exceed \$10,000 per year. According to the finance department employee we interviewed, the maximum \$10,000 deduction does not cover the Town's administrative costs.

In addition, the Town collects and passes through to MLT all TBID funds, "less funding support for the Town's employee assigned to TBID collection, enforcement, and related work as agreed upon" by MLT and the Town.

In exchange, MLT provides the Town "all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services related to Town's tourism, attraction, marketing, and branding" as more fully described in an attachment to the Agreement (Exhibit A, Scope of Services and Deliverables).

The contract expires on June 30, 2018, which coincides with the five-year TBID assessment.

MLT is governed by a nine-member Board of Directors, none of whom are compensated. Three of these positions are appointed and serve no specified term — one each designated by Mammoth Lakes Chamber of Commerce, Mammoth Mountain Ski Area, and Town Council. The other six serve two- or three-year terms and are elected by the Board of Directors — two from the lodging industry, and one each from restaurants, retail, cultural arts/special events, and "at large" interests within the Town.

MLT's day-to-day operations are overseen by an executive director. The executive director is also responsible for directing six other employees:

1. director of marketing;
2. director of international sales and marketing;
3. director of interactive marketing;
4. marketing manager;
5. media relations manager; and
6. marketing assistant.

We reviewed resumes and job descriptions for each of the incumbents in these positions. In each case, the incumbent's skills appeared to be reasonably well suited to their assigned responsibilities. We also reviewed compensation information for each, including the executive director, which we also found reasonable in each case.

Transparency

MLT, as a nonprofit corporation designated by the Town to perform Town functions, constitutes a

local legislative body. It is therefore subject to open meetings requirements under California's Brown Act (Government Code section 54950, *et seq.*). By all appearances, MLT complies with these requirements, properly noticing meetings of its Board and permitting public access and participation.

MLT is also subject to the California Public Records Act (Government Code section 6250, *et seq.*), which gives the public a right of access to documents and records "concerning the conduct of the people's business." As discussed above, the Grand Jury submitted a Public Records Request to MLT. Our written request was dated February 26, 2014. MLT responded on March 20, 2014, with documents and information responsive to most of the categories specified in the request. The only exceptions were to the requests for salary information and expense reimbursement records for each employee. In both cases, MLT objected (through its attorney) that producing the information would violate affected employees' personal privacy rights.

In lieu of specific salary information, MLT initially produced "salary ranges" for each employee. After further discussion, however, MLT agreed (through its attorney) that specific salary information is not protected by the individual right of privacy and that it would produce the records as requested. The Grand Jury never received these records, however, a fact that we attribute to an oversight on MLT's part as well as our own failure to follow up.

MLT initially refused to produce employee expense records altogether, because of the possibility that they could include employees' private financial information such as social security numbers or credit card numbers. After further discussion, MLT agreed (through its executive director) to allow us to examine the original expense records in the offices of its accounting firm, and to make copies of the records as warranted (with private financial information removed).

In addition to the records request, we interviewed MLT's executive director and the chair of the organization's Board of Directors. We found both to be open, cooperative, and helpful during the interview process; they even volunteered additional information we had not asked for. In addition, they agreed to provide us with other information we had not previously requested, and followed through promptly.

An organization's website is another important opportunity for transparency. We reviewed MLT's website - VisitMammoth.com - which the executive director acknowledged is not without problems. This website predates MLT's involvement and has been rebuilt once since then, but has outlived its useful life as a medium to draw visitors to Mammoth Lakes. We found that it is not user-friendly. Specific examples of deficiencies include: lack of a comprehensive calendar and downloadable pdf version of the visitor guide. These recommendations had already been made to MLT by others and, as stated, they are aware of the problems. MLT is currently working on a revamped website that it expects to launch by Thanksgiving 2014. The development process includes an assessment of needs as well as auditing the current website to identify additional flaws.

We noted the difficulty at present in finding information about MLT on the web, either on the Town website or on MLT's current website. While we understand that it might not be advantageous to include nuts and bolts information about MLT as an organization on a website designed to increase tourism, having such information readily available to concerned citizens via the web would enhance MLT's efforts with regard to transparency. The Grand Jury learned that MLT has

anticipated this concern and is preparing to launch a new website — MLTIndustryinsider.com, which will have more in-depth information about the business end of MLT. This website will be available to the general public.

On April 30, 2014, MLT gave a 1-1/2 hour presentation to the public on its marketing plans for summer 2014. The presentation included information about MLT's revenues, expenditures, and accomplishments in fiscal years 2012 and 2013, including the return on investment as shown by studies commissioned by MLT. Each of the MLT employees who were in town introduced themselves and explained what they do for the organization.

MLT also makes an annual report and presentation to Town Council. This information is open and available to the public.

Financial Controls

Since MLT's inception, the accounting firm of Porter & O'Dell has handled its day-to-day accounting needs. Payroll is done by direct deposit, prepared by Porter & O'Dell. For accounts payable, checks are cut every two weeks. The executive director organizes the payables and presents them to MLT's treasurer (an office held for a one-year term by a member of the Board of Directors). The treasurer reviews and approves the payments, which are then submitted to Porter & O'Dell. Porter & O'Dell prepares the checks. The executive director is authorized to sign checks up to \$500. Over that amount, checks must be countersigned by a member of the Board's Executive Committee (*i.e.*, the chair, vice-chair, secretary or treasurer).

The Town pays MLT all revenues due under the Agreement by check (not electronic deposit). The executive director deposits the checks. MLT maintains a checking and savings account specifically for TBID funds, and separate checking and savings accounts for Measure A funds (TOT and Business License Tax). This makes it easier for MLT to track the expenditure of TBID monies, which by law must be used to provide specific benefit to businesses subject to the assessment.

This year, for the first time, Porter & O'Dell prepared audited financials on behalf of MLT. The audited financials cover fiscal years (ending June 30) 2011, 2012, and 2013. The Grand Jury was provided with only a draft, as the final reports had not yet been completed.

We independently reviewed employee expense records, finding them generally reasonable and appropriate. We noted that, in general, MLT employees charge business-related travel and meal expenses to credit cards for which they are personally responsible. They then recover their costs by submitting claims for reimbursement. The only exception is the executive director, who instead uses a "company credit card." This credit card may also be used by other MLT employees, with the executive director's permission, for MLT's general business expenses, such as advertising and office supplies. The executive director is responsible for turning over credit card receipts for this account, including his travel/entertainment expenses, to Porter & O'Dell, which uses them to reconcile and pay the periodic credit card statement.

In general, employee travel and entertainment expense receipts include a statement of the business purpose and the names of each participant. However, we saw too many instances in which this information was not provided. This led to a concern about possible lack of adequate enforcement of this requirement.

Finally, we also reviewed copies of MLT's policies. In particular, we noted that under Paragraph 3.5.5 of the Agreement, MLT is required to provide each of its employees with a copy of the Town's Fraud Policy and then provide the Town with a signed statement by each employee certifying that they received and read it. As of May 2, 2013, when we interviewed MLT representatives, the organization had not yet complied with this provision.

Findings and Recommendations:

1. **Finding:** Mammoth Lakes Tourism appears to operate with a reasonable degree of transparency. It appears to comply with open meeting requirements under the Brown Act and responded appropriately to the Grand Jury's Public Records Act request. It has also made appropriate efforts to disseminate information about its operations to the public by means of a public event on April 30, 2014, and VisitMammoth.com. Its leaders acknowledged that the quality of the website is not up to par, and that there are plans to launch a re-vamped website by Thanksgiving 2014. They also acknowledged that more detailed financial information about MLT and its operation is not currently available on the web, but that this will be remedied with the impending launch of MLTIndustryinsider.com.

Recommendation: Ensure that a new, user-friendly VisitMammoth.com goes live by Thanksgiving 2014. In addition, ensure that MLTIndustryInsider.com contains sufficient information to allow concerned citizens to make an informed assessment of MLT's performance, including information on operations, marketing plans, budgets, revenues, expenses, audited financials, Board agendas and minutes, relevant travel statistics and trends, and return on investment. When this website is ready to go live, it should be widely advertised within the Town.

2. **Finding:** Bookkeeping and accounting services are provided by an independent accounting firm, Porter & O'Dell. Payroll is done by direct deposit, prepared by Porter & O'Dell. For accounts payable, checks are cut every two weeks. The executive director organizes the payables and presents them to MLT's treasurer (an office held for a one-year term by a member of the Board of Directors) for approval. The treasurer reviews and approves the payments, which are then submitted to Porter & O'Dell. Porter & O'Dell prepares the checks. The executive director is authorized for amounts up to \$500. Over that amount, checks must be countersigned by a member of the Board's Executive Committee (*i.e.*, the chair, vice-chair, secretary or treasurer).

Recommendation: None.

3. **Finding:** In general, MLT employees charge business-related travel and meal expenses to credit cards for which they are personally responsible. They then recover their costs by submitting claims for reimbursement. The only exception is the executive director, who instead uses a credit card billed directly to MLT. This credit card is also used by other MLT employees, with the executive director's permission, for MLT's general business expenses, such as advertising and office supplies. The executive director is responsible for turning over credit card receipts for this account, including his travel/entertainment expenses, to Porter & O'Dell, which uses them to reconcile and pay the periodic credit card statement.

Recommendation: The Grand Jury reviewed the executive director's expenses as

charged on the MLT credit card and found them appropriate, even fairly modest. In the interest of increased accountability, however, we recommend that the executive director be required to use the same procedure as other employees for travel and entertainment expenses — that is, charge these costs to a separate credit card for which he is personally responsible and then submit expense reimbursement claims.

4. **Finding:** In reviewing employee expense records, we found the expenses incurred to be reasonable and appropriate. We did note, however, that receipts for business meals/entertainment too frequently failed to identify the business purpose for the expense and the names of the persons who attended.

Recommendation: Receipts for meals/entertainment should always identify the business purpose and names of the persons who attended.

5. **Finding:** Paragraph 3.5.5 of the Agreement requires MLT to provide each of its employees with a copy of the Town’s Fraud Policy. MLT is then required to provide the Town with a signed statement by each employee certifying that they have received and read it. As of May 2, 2013, MLT had not complied with this provision.

Recommendation: MLT should immediately comply with Paragraph 3.5.5 of the Agreement.

The Mono County Grand Jury closed the investigation of this matter on _____, 2014.

Mono County Grand Jury 2013-2014
Continuity Committee
Follow up Report to 2013 follow up (undocumented) of Mono County Assessor's Office
Case #11-01
Case #1314.04

Introduction and Background:

The Continuity Committees are standing committees that perform follow up of cases from previous years. In the 2014 Grand Jury report, there are two Continuity Committee reports. In addition, this report covers general findings from an undocumented follow up done by the 2013 Mono County Grand Jury, in response to the detailed Mono County Assessor's Office report (Case #11.01). This second follow up was initiated because of continuing concerns expressed in the 2013 follow up, because the Assessor position was at that time being filled by the Assistant Assessor, and because the position was expected to be filled soon by a newly appointed Assessor. The 2014 follow up report focused on two areas: previous unanswered concerns and how the office was functioning under the newly appointed Assessor.

The Method:

The follow up included interviews of the current Assistant Assessor, the appointed Assessor, and a County Supervisor. Note that the current Assistant Assessor was the Acting Assessor at the time of the initial Grand Jury follow up in 2013.

Previous concerns:

The concerns in the 2013 undocumented follow up were almost entirely those voiced by the Assistant Assessor. At the time of the 2013 follow up, Mono County's Chief Administrative Officer (CAO) and Finance Director did not voice concerns about, and may not have been aware of, problems in the functioning of the Assessor's office, other than some personality conflicts and tension in the office atmosphere. In the 2013 follow up, the Assistant Assessor's concerns were identified as backlogs in appeals and in mapping because of understaffing. She said the appeals backlog was due to the process taking longer, because the appeals were always returned to the original appraiser. The mapping problem occurred because maps were prepared in a format that was unusable for appeals. She also said in house training was needed so that all employees would be "on the same page".

2014 Committee Report:

The Assistant Assessor was interviewed in Bridgeport on April 9, 2014.

She stated that she was very pleased by how the office was currently functioning. According to her, some personality conflicts continue, but an effort is being made to keep politics out of the office and the atmosphere is much calmer. One additional staff member has been added, and a mapping specialist is now on staff who is skilled in Geographic Information Systems (GIS), and who is doing an outstanding job, according to the Assistant Assessor. As a consequence, appeals are moving forward very quickly and, with the exception of some commercial properties, are now being resolved within a year. Maps are now also available to the public.

She also stated that appraisals of property transfers and new construction are all being done in the field.

The appointed Assessor was interviewed on June 9, 2014. He has worked in the Assessor's Office since 1992, except for a period between 2009 and 2013, and was appointed Assessor in 2013. He feels the office is working very satisfactorily, although he would like to add one more staff member as an office manager. He confirmed the information provided by the Assistant Assessor. He said the mapping effort is moving ahead very well and that the change to the new GIS format will allow the entire county to be mapped, then narrowed and made accessible for particular purposes, such as emergency services and public works.

The Assessor said there are no backlogs now, except for 1,600 mining claims and certificated air carrier appeals. The mining claims, which have never been evaluated before, are now being prioritized. The air carrier appeals (two commercial airlines) are tied up in litigation. Also, two current large appeals are expected to be resolved in the next fiscal year. There are a few private residences and business properties also awaiting completion.

All current reassessments should be finished by the end of June, according to the Assessor. He confirmed that all transfers of ownership, as well as all appeals, are being accomplished in the field.

Both in house and outside formal structured training is being provided. Those appraisers with advanced certification are receiving 12 hours of annual training; those without the certification are receiving 24 hours. There are also monthly evaluations to ascertain if any additional training is needed. All appraisers are currently up to date in training.

He also noted that there are some conflicts and personality differences in the office that continue. The staff gets the work accomplished, but they need to work more effectively as a unit, rather than in two separate groups.

A County Supervisor was also interviewed and his testimony mirrored that of the appointed Assessor and the Assistant Assessor.

2014 Findings:

1. The Assessor's Office appears to be working more efficiently since the last report. Assessments, appeals and reassessments are current, with the exception of the mining claims. The mapping situation has been resolved to the satisfaction of those interviewed, and the conflicts and tension among staffers, if not gone, appear to have eased.

2014 Recommendation:

2. The Grand Jury commends the progress that has been made and encourages the Assessor's Office to continue with improvements in the future.

**Mono County Grand Jury 2013-2014
Continuity Committee
Follow Up Report of Mono County Administrator/Human Resources Case #1213.04
Case #1314.05**

Introduction and Background:

The Continuity Committees are standing committees which do follow up of cases from previous years. In the 2013/2014 Grand Jury report, there are two Continuity Committee reports. This follow up report covers selected findings from Case #1213.04, which specifically dealt with the orientation and basic training of County employees, and the documentation of that training.

The Method:

The committee contacted the new County Administrative Officer (AO), scheduled an appointment to meet with him and the HR staff interviewed the previous year, and noted the items in the report to be discussed. The committee met with the AO, the Officer Manager, and the Personnel Technician who provides orientation training to all employees. The AO provided the committee with a written summary of the County 2014 Follow Up for each Finding in the report which contained a recommendation for improvement, with two attachments. The findings, recommendations, County Response, and the County 2014 Follow Up statements for each finding are noted below.

2013/14 Committee Report:

2. **2012/13 Finding:** Mono County has written personnel and PC policies on the internet which have been in effect and available for many years; although some of the posted documents have been superseded.

2012/13 Recommendation: The County should review the policies posted on the County web site and make sure that they are the most current versions. All older versions should be removed.

2012/13 County Response: The County agrees with the finding and has implemented the recommendation. Documents on the County website are undergoing review to ensure they are the current version.

County 2014 Follow Up: The website has been updated and only includes current policies.

8. **2012/13 Finding:** Documentation of orientation training attendance is informal and appears incomplete. Of the eighteen employees randomly chosen, only three were on the orientation training list. Two of the three did not have a notation that they had attended orientation training, and the third had a question mark (?) in that column.

2012/13 Recommendation: As a minimum, have each employee sign an acknowledgement form that they have reviewed the orientation book, and file this in the

personnel file. An alternative might be to have the training sign-in sheet submitted to the Office Manager for entry into the electronic data base.

2012/13 County Response: The County agrees with the finding and will implement the recommendation alternative which is most effective, as soon as reasonably practicable.

County 2014 Follow Up: The County has implemented a sign-in sheet at new employee orientation; the HR Generalist supplies this completed sheet to the Office manager for entry into the electronic database. A sample is attached.

9. **2012/13 Finding:** Of the eighteen employees randomly chosen, the employee personnel file spreadsheet showed that the most effective record of training was the IT acknowledgement form (fourteen out of eighteen employees); some long-term employees had two of these forms. Next most consistent was the "Disaster Services" acknowledgement for a majority of employees. All but one permanent employee file held the acknowledgement form for the "Personnel Rules" packet, and the MOU packet for employees covered by a union contract.

2012/13 Recommendation: Continue and expand use of acknowledgement forms.

2012/13 County Response: The County agrees with the finding and will implement the recommendation as soon as reasonably practicable.

County 2014 Follow Up: HR has continued to provide acknowledgement forms to new hires on their first day; this includes the acknowledgement forms for: IT Policy, applicable MOU and Personnel System for each new hire.

In addition, the AO noted that additional appropriate acknowledgement forms are being instituted for new employees, "going forward in time", and also noted that more electronic forms, such as time sheets and personnel forms are also being instituted electronically, rather than in the manual personnel records.

10. **2012/13 Finding:** Of the eighteen employees randomly chosen, the electronic training database showed that six employees had no training noted. Two of these were new-hires of less than one year, but others were longer term employees. The majority were not permanent employees, and the database went back to 2007 or earlier, incorporating earlier training records.

2012/13 Recommendation: Incorporate orientation training records into this database, as the orientation training is a complete and detailed overview of County policies and procedures and is required for each County employee.

2012/13 County Response: The County agrees with the finding and will implement the recommendation as soon as reasonably practicable.

County 2014 Follow Up: (Same response as #8) The County has implemented a sign-in sheet at new employee orientation; the HR Generalist supplies this completed sheet to the Office manager for entry into the electronic database. A sample is attached.

11. **2012/13 Finding:** Documentation of employee training is incomplete and fragmented. While appropriate training may be taking place, the current record keeping does not clearly demonstrate which employees have or have not completed required training on County policies and procedures.

2012/13 Recommendation: The Grand Jury recommends that all employee training be documented in a single searchable electronic file. The file should be audited annually to assure that all required policy and procedure training has been offered and completed. This file should cover new and existing employees, "At-Will" and temporary employees, and elected and appointed officials and should include initial training and required updates to training.

2012/13 County Response: The County agrees with the finding and will implement the recommendation as soon as reasonably practicable.

County 2014 Follow Up: All of the training that is provided or supported by the CAO/Risk Management Department is documented and included in the electronic database. Department specific training documentation stays within the department.

The AO further explained, as a part of the 2014 Follow Up, the reason why department-specific training is not a part of the CAO/Risk Management electronic database, even though the Orientation Training and other basic training such as computer use, disaster training, safety and personnel policies are included in it. The CAO/Risk Management electronic database is required by Trindel, a JPA (Joint Parties Agreement) self-funded Insurance Company consisting of eleven rural counties. Trindel functions as a county's "watchdog", and encourages good behavior by offering lower premiums to those counties whose training records and policies are well documented and established. The various levels and separation of training documentation was not made clear in last year's committee report, even though it was noted that, for example, the Sheriff's Department kept all of its own personnel files. The AO explained that for a number of departments, such as the Sheriff's Department, Social Services, Mental Health, Probation, Public Health and others, specific State licensing and certification is required, in addition to confidentiality requirements of each department. Because the State has its own electronic database which it monitors, departments submit their training records directly to the State, and also maintain it within the departmental training records. Therefore, while employees of those departments will have "basic training" reflected in the County's electronic database which is monitored by Trindel, their personnel files containing additional training and licensing are often protected for reasons of confidentiality, and maintained separately in each department.

Mono County Grand Jury 2013-2014 Jail and Probation Department Tours

Introduction and Background:

Penal Code Section 919 (b) requires that the Grand Jury annually inquire into the condition and management of the public prisons within the county. To comply with that requirement, six members of the 2013-2014 Grand Jury toured the Bridgeport Jail (the "Jail") and interviewed the Mono County Sheriff (the "Sheriff"). In addition, the Grand Jurors toured the Probation Department facility in Bridgeport (the "Probation Department"), and interviewed the Chief Probation Officer.

Prior to enactment of AB109 in October of 2011, non-serious felons sentenced for more than one year would be incarcerated in the State penitentiary system. These inmates are now housed in the Jail as a result of AB 109. The State continues to incarcerate offenders who commit serious, violent, or sexual crimes. Housing long-term non-serious felon inmates has increased the workload for both the Jail and the Probation Department, although both departments receive some funding as a result of the law. An AB 109 grant allowed the Sheriff's Department to replace its aging dispatch equipment.

Jail Tour:

The focus of the 2013/14 Grand Jury's jail and probation department tour was an inquiry and follow-up to last year's in-depth tour and written report. The Grand Jurors again met with the Sheriff, then toured the jail with the Sheriff and Sergeant. After having lunch with the Sheriff and the Sergeant, they met with two inmates and interviewed each individually. Each inmate had been in a State facility previously. The female inmate had been in Chowchilla State Prison, and was happy to be in the Bridgeport Jail, as her family lives in Bridgeport and she has the opportunity to see them each week. She stated that the Jail was much more "low key" than state prison, the officers try their best to be courteous, but they are "by the rules". When asked what she would like to see, she stated that she would like more time for counseling. A counselor comes each Friday, but the session is very short, often 15 minutes. She has also taken advantage of AA counselors, who visit on Sunday. When asked how often she got outside work duties, she stated that it was very limited for the women inmates, less than once per several months, and that they also did not usually get their three hours per week in the recreation "cage". She stated that both were probably due to the lack of female officers. She said that the inmates' handbook was helpful in understanding the rules.

The male inmate was not from Mono County, and although he is a "trustee" and works in the kitchen, serves food, and also works in the laundry, he is lonely and misses his family and friends in San Diego. He has been on the inmate work program for eight months, and feels that there should be more "straight ground rules" for all, stating that "some work more than others". He also said that the guards here were better than in San Diego, where "you hated them". The Bridgeport Jail is much smaller and more monotonous, according to him.

Follow-ups from 12/13 Grand Jury tour:

1. **12/13 Finding:** The Grand Jury found that the Jail and Juvenile Hall are clean and well maintained. Both operations have budgetary limitations but are working well within those limitations. Given the physical limitations and understaffing of the Jail, it seems to be very well run. The prisoners seem to be treated humanely. The Sheriff and Sergeant were professional, helpful and were rightfully proud of their operation.

12/13 Recommendations: None

13/14 Finding: The Grand Jurors found no change from 12/13 concerning the condition of the Jail and treatment of the prisoners. The comments from the two inmates who were interviewed, show that no matter how well Mono County operates its jail, not everyone will be happy.

2. **12/13 Finding:** The Grand Jury found that AB 109 has not yet seriously impacted the functions of the Jail. Staff, however, predict that the number of full-time prisoners will increase to 15 by the end of this year. There is a concern about mixing career criminals with those who have merely slipped up and the Grand Jury found that this problem will only become more extreme as the Jail houses more long-term inmates.

12/13 Recommendation: The County should be planning ahead to determine a viable solution to housing long-term inmates as a result of AB 109.

13/14 Finding: The Grand Jurors found no change from 12/13, other than there are now 4 women, at least two of whom are long-term inmates. The jail's capacity is 48, with occupancy ranging between 33-36, including 8 male long-term inmates.

3. **12/13 Finding:** The Grand Jury found that the Voluntary Work Assignment program is valuable to both inmates and the community, yet the amount of time that inmates can volunteer in this program is limited due to current staffing levels.

12/13 Recommendation: The Voluntary Work Assignments program (community service) is excellent and serves a useful purpose to society and gives inmates a sense of purpose. The outdoor work is healthy, both mentally and physically. With additional staff, the program could be expanded to 7 days a week and the Grand Jury recommends that additional staff be hired for this purpose.

13/14 Finding: The Grand Jurors found that one additional staff has been hired with AB109 (CCP) funding. Generally, 2 days per week are spent in the North County, and two days per week in the south county. It appears that the women inmates do not have as much opportunity to participate in this program, likely because of the small number of women inmates and lack of women officers.

4. **12/13 Finding:** The Grand Jury found that there are only two cook staff members and when one is sick or on vacation, the other staff person must work additional and/or consecutive days to ensure that the inmates are fed.

12/13 Recommendation: A third cook, possibly as a part-time position if feasible, should be hired to allow the 2 current cooks regular time-off and to fill-in during emergencies.

13/14 Finding: The Grand Jurors found no change from 12/13.

5. **12/13 Finding:** The Grand Jury found that during non-business hours, the Jail and Dispatch operations have limited staff which could pose a concern for both inmates and Jail employees. The Grand Jury found that minimum Jail staffing of two persons on a shift at one time seems low, especially when one of the staff is the 911 operator and dispatcher.

12/13 Recommendation: The Grand Jury recommends that a minimum staffing standard should be established and adhered to as a matter of safety for both inmates and Jail employees. Additional staff should be hired.

13/14 Finding: The Grand Jurors found no change from 12/13. During the day other personnel are often present or available, but during evening hours it is rare that anyone else is present other than one dispatcher and one jailer. The dispatcher cannot leave that post to serve as a backup, which presents a very serious safety issue for the jailer. Two recent assault incidents (not during the evening) emphasized the critical importance of having at least one extra person available to assist.

6. **12/13 Finding:** the Grand Jury learned that the 911 Dispatch system and the prison electronic controls systems are reaching the end of their life expectancy. The Board of Supervisors is aware of the need to replace these systems; however, replacement funding has not yet been implemented.

12/13 Recommendation: The 911 Dispatch and Computer Control System replacement will have to be addressed soon and will be a significant cost to the County. As a result, the Grand Jury recommends that the County should be budgeting now and planning ahead for this eventuality.

13/14 Finding: The Grand Jurors found that the dispatch and computer control system have been completely replaced, with funding from AB109 (CCP), and the new equipment is a big improvement.

7. **12/13 Finding:** The Grand Jury found that the lack of physical and mental recreation and classroom learning opportunities for the inmates needs to be mitigated, especially with the recent addition of long-term prisoners. The Jail, as it now stands, does not have available space for classrooms and the exterior exercise yard is small and depressing. The 3-5 hours of outside exercise per week is insufficient.

12/13 Recommendation: The Grand Jury therefore recommends funding for a classroom for inmates and outside additional space for outdoor programs, and plus an expansion of the existing Jail (or, ideally, a new facility).

13/14 Findings: The Grand Jurors found the following:

- The exercise yard has not changed, and while some inmates have more outside time now due to the expanded work program, those who do not participate in this program have only the State-required minimum 3 hours per week available to them in the exercise yard. The women may not have that much time, according to the female inmate, possibly because of the lack of women officers available to provide oversight.

- A work order is in progress to move the current Emergency Operations Center (EOC) from its current location (dining room) in the old Jail to a facility located nearby. Once this is completed, current planning is to convert the current EOC into a classroom training facility for inmates, with costs as yet unknown to do the remodeling.

13/14 Recommendation:

- Explore additional ways of adding books to the library
- Explore ways of adding training opportunities, using prisoners' skills whenever possible.

Additional 13/14 findings and recommendations by the Grand Jurors:

1. Counseling

One of the prisoners interviewed said that prisoners get very little counseling (approximately 15 minutes per week) to help them learn how to properly deal with life and avoid the mistakes that landed them in prison, once they are released.

Recommendation: Increase the amount of time for counseling for inmates who request it.

2. Changes in State law

The Sheriff spends considerable time in a conference call every week, learning about changes in state law that require compliance by the Jail. This is an additional burden placed upon the Sheriff by AB109.

Recommendation: None

3. Mono County Supervisors

Currently all departments are experiencing budget cuts. Understanding issues involving the effects of AB109 on the Jail is important so that the Board can work more collaboratively with the Sheriff.

Recommendation: The new Board of Supervisors should receive a tour of the Jail, similar to the one given to the Grand Jury, focusing on the impacts of AB109.

Probation Department Tour:

After the interviews, the Grand Jurors met with the Chief Probation Officer in the Probation Department facility. That facility is also used as a temporary holding facility (maximum 96 hours hold) for juveniles. Six Probation Officers, including two "lead officers in-training" work out of the Mammoth Lakes office. The Chief Probation Officer had previously been a warden in a state prison in a "death row" facility, and stated that the "poster child for the Mono County jail" is a young male, 25'ish, white drug user. Because of split sentences, many of these come over to probation after serving some of their time in the Jail.

Follow-ups from 12/13 Grand Jury tour:

8. **12/13 Finding:** The Grand Jury found that the CASA program is highly effective in Inyo County in working with juveniles, and that building upon this program in Mono County could be beneficial.

12/13 Recommendation: The Grand Jury recommends the establishment of a County wide Juvenile Services Advisory Board. The Grand Jury also recommends funding and encouraging the CASA program by offering training and volunteer recruitment.

13/14 Finding: The Grand Jurors found that the CASA (Court Appointed Special Advocate) program is now established, under contract with Wild Iris. Two juveniles are now in the program, and two others have been placed in foster homes.

9. **12/13 Finding:** The Grand Jury found that there is no statewide database for probationers or juveniles, which means that there is no inter-county exchange of information. In fact, this prevents the Department from communicating with the Court itself.

12/13 Recommendation: None

13/14 Finding: The Grand Jurors found that while the statewide database is still not in place, Mono County now has an inter-county system between the Court, Sheriff's Department, and Mammoth Lakes Police Department. The District Attorney's office is not yet automated.

Recommendation: Continue to improve the system of data exchange, including the District Attorney's office and the Probation Department, if it is not already a part.

10. **12/13 Finding:** The Grand Jury found that there are approximately 130 drug offenders on probation, yet there are no resources such as half-way houses available in Mono County. The Grand Jury found that the Probation Department was under-staffed which limits the amount of contact dedicated to each probationer.

12/13 Recommendation: The Grand Jury recommends hiring two to three additional Probation Officers as each Probation Officer currently has a large caseload (80-130 cases). Additional staff would insure that more home visitations occur.

12/13 Recommendation: The Grand Jury recommends that the County seek funding for a halfway house, similar to the one once located in Mammoth Lakes.

13/14 Findings of the Grand Jurors:

- The Probation Department now has six officers, and two are "lead officers" in training.
- The sale of the old halfway house in Mammoth Lakes has been held up due to a breach of contract issue, and therefore no progress has been made recently.

11. **12/13 Finding:** The Grand Jury found that the front door to the Juvenile Hall/Probation facility is not sufficiently secured. The Grand Jury also found that the facility lobby is open

and there is no physical barrier to prevent irate individuals from accessing staff and/or the facility.

12/13 Recommendation: The Grand Jury recommends providing security in the existing Juvenile Hall/Probation building by constructing a counter/partition in the lobby area and strengthening the exterior door locking mechanism

13/14 Findings by the Grand Jurors:

- The Grand Jurors found that security is somewhat improved, in that the front door is permanently locked, with a peephole and a doorbell.
- There is still no physical barrier to prevent irate individuals from accessing staff and/or the rest of the facility.

13/14 Recommendation: The Grand Jury recommends that a physical, locking barrier be installed in the lobby, and an electronic release mechanism for the front door so that the employee does not have to go to the door to open it.



Office of the Assessor COUNTY OF MONO

P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5510 FAX (760) 932-5511

Bob Musil
Assessor

September 29, 2014

The Honorable Judge Stan Eller
Mono County Superior Court
P.O. Box 1037
Mammoth Lakes, CA 93546

Re: Response to the 2013-2014 Mono County Grand Jury Final Report

Dear Judge Eller:

I am writing in response to the 2013-2014 Mono County Grand Jury Final Report relating to the Assessor's Office. I will respond to the finding and recommendation, and correct a discrepancy in my employment history with Mono County.

2014 Findings:

1. The Assessor's Office appears to be working more efficiently since the last report.

Assessor's Response: I agree with this finding.

2014 Recommendation:

2. The Grand Jury commends the progress that has been made and encourages the Assessor's Office to continue with improvements in the future.

Assessor's Response: I agree with this recommendation. I am confident that my successor will continue to improve both the morale and efficiency of the Assessor's Office.

Correction to Assessor's Employment History:

I have the following work experience with Mono County:

1992-1999	Real Property Appraiser
2006-2009	Assistant Assessor
2013-Current	Assessor (Appointed)

Respectfully,

Bob Musil
Mono County Assessor



MONO COUNTY
SHERIFF **911**

P.O. BOX 616 • 49 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 • FAX (760) 932-7435

Ralph Obenberger
Sheriff/Coroner

MONO COUNTY SHERIFF'S OFFICE

Robert Weber
Undersheriff

September 23, 2014

Honorable Judge Stan Eller
Presiding Judge Mono County Superior Court
100 Thompson Way
PO Box 1037
Mammoth Lakes, CA 93546

Re: Response to the Mono County 2013-2014 Grand Jury Final Report

Dear Judge Eller,

I am writing in response to the 2013-2014 Grand Jury Final Report relating to the jail tour, I will respond to each finding and recommendation separately.

Findings and/or Recommendations:

1. 13/14 Finding: The Grand Jury found no changes from 12/13 concerning the condition of the jail and treatment of the prisoners.

Recommendation: None Stated

Sheriff's Response: I agree with finding.

2. 13/14 Finding: The Grand Jury found no changes from 12/13, other than inmate population numbers.

Recommendation: None Stated

Sheriff's Response: I agree with finding.

3. 13/14 Finding: The Grand Jury found that (1) additional staff member was hired with AB109 funding, allowing more voluntary work assignments for inmates.

Recommendation: None Stated

Sheriff's Response: I agree with finding.

4. 13/14 Finding: The Grand Jury found no change from 12/13 Grand Jury visit.

Recommendation: None Stated

Sheriff's Response: I agree with finding.

5. Finding: The Grand Jury found no change from the 12/13 Grand Jury visit. The Grand Jury stated that it is of critical importance to have at least one extra staff member on duty, other than the dispatcher and jailer, during evening shifts.

Recommendation: None Stated

Sheriff's Response: I agree with finding.

6. Finding: The Grand Jury found that dispatch and the computer control system have been completely replaced via AB109 funding.

Recommendation: None Stated

Sheriff's Response: I agree with finding.

7. Finding: The Grand Jury determined the exercise yard has not changed. Some inmates have more outside time due to the expanded work programs, but others have only the state required (3) hours per week, with the women possibly having less than the required amount of (3) hours. There is also a work order (via Public Works) to move the current Emergency Operations Center (EOC) from its current location to a nearby county facility.

Recommendation: Explore additional ways of adding books to the library and add training opportunities using prisoner' skills whenever possible.

Sheriff's Response: I partially agree with finding. Title 15 identifies that inmates have to be given the opportunity to have a minimum of (3) hours per week of yard exercise. Inmates have the right to refuse this opportunity. We track when we offer such opportunities, as well as when inmates accept or refuse these yard calls. The recommendation to add books to the inmate library is in my opinion unnecessary. The current inmate library contains over one thousand books and these books are routinely replaced (using inmate welfare funds). I believe the amount of books available for the actual inmate population we house, which has been fluctuating between 20 and 35, is more than sufficient. We currently use inmates and their specific jobs skills as often as possible while they are on voluntary work assignments. Once the EOC is moved and we convert that space into a classroom setting the inmates will drastically have increased opportunities for life skills training.

Additional 13/14 findings and recommendations:

1. Counseling: One prisoner states that prisoners get very little counseling (15mins per week) to help them learn how to deal with life and avoid future mistakes.

Recommendation: Increase the amount of time for counseling.

Sheriff's Response: I agree with finding. We have recently implemented, with the assistance of Mono County Behavior Health, a weekly opportunity for inmates to sit with counselors dealing with life skills, etc. This weekly training session runs for (90) minutes and is open to all inmates.

2. Changes in State Law: The Sheriff spends considerable time on weekly conference calls relating to AB109 issues.

Recommendation: None.

Sheriff's Response: I agree with finding.

3. Mono County Supervisors: All departments are experiencing budget cuts and it is important for the new Board of Supervisors understand the effects of AB109, so that the Board can work more collaboratively with the Sheriff.

Recommendation: The new Board of Supervisors should receive a tour of the jail, similar to the one given to the Grand Jury, focusing on the impacts of AB109.

Sheriff's Response: I agree with finding

Respectfully,

Ralph Obenberger
Sheriff / Coroner



Mono County Assessor's Office

**Mono County Grand Jury 2013-2014
Continuity Committee**

Follow up Report to 2013 follow up (undocumented) of Mono County Assessor's Office

Case #11-01

Case #1314.04

As an elected department head, the Assessor has responded separately to this item. The Assessor's response was provided to the Board of Supervisors.

Department of Social Services

Mono County Grand Jury 2014

Case #1314.01

Summary: The 2013-2014 Mono County Grand Jury received a complaint, dated May 21, 2013, regarding actions of the Mono County Department of Social Services (Complaint). The Grand Jury accepted the matter for investigation.

The Grand Jury finds that the issues raised in the Complaint did not have merit, because some were unsubstantiated and because others were based on the complainant's erroneous interpretation of applicable laws and regulations. A recommendation was made to improve the Department of Social Services procedure for internal investigations.

Findings and Recommendations:

1. **Finding:** Complainant did not provide any credible evidence to substantiate claims of discrimination and harassment by her DSS eligibility workers.

- **Recommendation:** None.

County Response: the County agrees with the finding.

2. **Finding:** Complainant did not provide any credible evidence to substantiate claims that Complainant's civil rights were violated.

- **Recommendation:** None.

County Response: the County agrees with the finding.

3. **Finding:** Complainant's Medi-Cal benefits were correctly calculated according to applicable laws and regulations.

- **Recommendation:** None.

County Response: the County agrees with the finding.

4. **Finding:** No evidence was found to substantiate Complainant's claim that communications by DSS were in Spanish rather than English.



- **Recommendation:** None

County Response: *the County agrees with the finding.*

5. **Finding:** Complainant’s assertion that information about and documentation for the Medi-Cal program was withheld may have resulted from Complainant’s misunderstanding of DSS procedures intended to reduce duplication of materials (multiple languages used in form documents to mention availability of materials in other languages).

Recommendation: None

County Response: *the County agrees with the finding.*

6. **Finding:** Food stamps were not improperly withheld from Complainant.

Recommendation: None

County Response: *The County agrees with the finding.*

7. **Finding:** The current Director of DSS began serving in this position recently and was not the director during the time period on which the complaint was based.

Recommendation: *After the Director has one or two years’ tenure in the position, the Grand Jury should consider an overall review of DSS operations to generally determine how effective DSS is operating and to specifically examine whether the DSS workload continues to be heavily impacted by adverse economic conditions.*

County Response: *The County agrees with the finding. (Note: the recommendation appears directed to the grand jury itself, therefore no County response is required.)*

8. **Finding:** Complainant’s failure to comply with reasonable DSS procedural requirements substantially contributed to the denial and termination of benefits that Complainant would have otherwise received in a timely manner.

Recommendation: None.

County Response: *The County agrees with the finding.*

9. **Finding:** DSS procedures failed to correlate documents received from applicants with the deadlines to which those incoming documents were responding. As a result, one of Complainant’s responses, because it was overdue, was overlooked by DSS for a period of time since it was not prioritized for handling before other submittals, which were responding to more recent deadlines.

In mitigation, this deficiency in DDS procedures did not cause a problem until a major increase in DSS cases (due to economic conditions) caused eligibility workers at DSS to experience large increases in their workloads. Furthermore, the problem would not have occurred but for Complainant’s failure to submit the response at issue in a timely manner.

Recommendation: *As soon as DSS became aware of this problem, it revised its procedures to ensure that this problem did not occur in the future. For this reason, the Grand Jury finds no need to make any further recommendation.*



County Response: The County agrees with the finding.

10. Finding: The July 25, 2013 Mono County DSS internal investigation contained a number of factual errors and lacked adequate detail in some findings.

Recommendation: DSS should consider establishing a procedure to ensure that internal investigations are reviewed for accuracy and completeness.

County Response: the County agrees with the finding and has implemented the recommendation.

County Administrator/Human Resources:

**Mono County Grand Jury 2013-2014
Follow Up Report of Mono County Administrator/Human Resources
Case #1213.04 follow up to Case #1314.05**

The 2013-2014 Grand Jury established a Continuity Committee to follow up on issues raised and addressed in the 2012-2013 Grand Jury Report. Per the Grand Jury 2013-2014 report:

“The Continuity Committees are standing committees which do follow up of cases from previous years. In the 2013/2014 Grand Jury report, there are two Continuity Committee reports. This follow up report covers selected findings from Case #1213.04, which specifically dealt with the orientation and basic training of County employees, and the documentation of that training.”

Also, the Grand Jury did add as follow up comments:

“**County 2014 Follow Up:** All of the training that is provided or supported by the CAO/Risk Management Department is documented and included in the electronic database. Department specific training documentation stays within the department.”

There are no recommendations from the Grand Jury and therefore no County response.

Sheriff:

**Mono County Grand Jury 2013-2014
Jail and Probation Department Tours**

As an elected department head, the Sheriff has responded separately to these items. The responses requested of the Board of Supervisors are highlighted below.

Probation:

**Mono County Grand Jury 2013-2014
Jail and Probation Department Tours**

Introduction and Background: Penal Code Section 919 (b) requires that the Grand Jury annually inquire into the condition and management of the public prisons within the county. To comply with that requirement, six members of the 2013-2014 Grand Jury toured the Bridgeport Jail (the “Jail”) and interviewed the Mono County Sheriff (the “Sheriff”). In addition, the Grand Jurors toured the Probation



Department facility in Bridgeport (the “Probation Department”), and interviewed the Chief Probation Officer.

Prior to enactment of AB109 in October of 2011, non-serious felons sentenced for more than one year would be incarcerated in the State penitentiary system. These inmates are now housed in the Jail as a result of AB 109. The State continues to incarcerate offenders who commit serious, violent, or sexual crimes. Housing long-term non-serious felon inmates has increased the workload for both the Jail and the Probation Department, although both departments receive some funding as a result of the law. An AB 109 grant allowed the Sheriff’s Department to replace its aging dispatch equipment.

Jail Tour: The focus of the 2013/14 Grand Jury’s jail and probation department tour was an inquiry and follow-up to last year’s in-depth tour and written report. The Grand Jurors again met with the Sheriff, then toured the jail with the Sheriff and Sergeant. After having lunch with the Sheriff and the Sergeant, they met with two inmates and interviewed each individually. Each inmate had been in a State facility previously. The female inmate had been in Chowchilla State Prison, and was happy to be in the Bridgeport Jail, as her family lives in Bridgeport and she has the opportunity to see them each week. She stated that the Jail was much more “low key” than state prison, the officers try their best to be courteous, but they are “by the rules”. When asked what she would like to see, she stated that she would like more time for counseling. A counselor comes each Friday, but the session is very short, often 15 minutes. She has also taken advantage of AA counselors, who visit on Sunday. When asked how often she got outside work duties, she stated that it was very limited for the women inmates, less than once per several months, and that they also did not usually get their three hours per week in the recreation “cage”. She stated that both were probably due to the lack of female officers. She said that the inmates’ handbook was helpful in understanding the rules.

The male inmate was not from Mono County, and although he is a “trustee” and works in the kitchen, serves food, and also works in the laundry, he is lonely and misses his family and friends in San Diego. He has been on the inmate work program for eight months, and feels that there should be more “straight ground rules” for all, stating that “some work more than others”. He also said that the guards here were better than in San Diego, where “you hated them”. The Bridgeport Jail is much smaller and more monotonous, according to him.

Follow-ups from 12/13 Grand Jury tour:

1. **12/13 Finding:** The Grand Jury found that the Jail and Juvenile Hall are clean and well maintained. Both operations have budgetary limitations but are working well within those limitations. Given the physical limitations and understaffing of the Jail, it seems to be very well run. The prisoners seem to be treated humanely. The Sheriff and Sergeant were professional, helpful and were rightfully proud of their operation.

12/13 Recommendations: None

13/14 Finding: The Grand Jurors found no change from 12/13 concerning the condition of the Jail and treatment of the prisoners. The comments from the two inmates who were interviewed, show that no matter how well Mono County operates its jail, not everyone will be happy.

2. **12/13 Finding:** The Grand Jury found that AB 109 has not yet seriously impacted the functions of the Jail. Staff, however, predict that the number of full-time prisoners will increase to 15 by the end of this year. There is a concern about mixing career criminals with those who have merely slipped up and the Grand Jury found that this problem will only become more extreme as the Jail houses more long-term inmates.



12/13 Recommendation: The County should be planning ahead to determine a viable solution to housing long-term inmates as a result of AB 109.

13/14 Finding: The Grand Jurors found no change from 12/13, other than there are now 4 women, at least two of whom are long-term inmates. The jail's capacity is 48, with occupancy ranging between 33-36, including 8 male long-term inmates.

3. **12/13 Finding:** The Grand Jury found that the Voluntary Work Assignment program is valuable to both inmates and the community, yet the amount of time that inmates can volunteer in this program is limited due to current staffing levels.

12/13 Recommendation: The Voluntary Work Assignments program (community service) is excellent and serves a useful purpose to society and gives inmates a sense of purpose. The outdoor work is healthy, both mentally and physically. With additional staff, the program could be expanded to 7 days a week and the Grand Jury recommends that additional staff be hired for this purpose.

13/14 Finding: The Grand Jurors found that one additional staff has been hired with AB109 (CCP) funding. Generally, 2 days per week are spent in the North County, and two days per week in the south county. It appears that the women inmates do not have as much opportunity to participate in this program, likely because of the small number of women inmates and lack of women officers.

4. **12/13 Finding:** The Grand Jury found that there are only two cook staff members and when one is sick or on vacation, the other staff person must work additional and/or consecutive days to ensure that the inmates are fed.

12/13 Recommendation: A third cook, possibly as a part-time position if feasible, should be hired to allow the 2 current cooks regular time-off and to fill-in during emergencies.

13/14 Finding: The Grand Jurors found no change from 12/13.

5. **12/13 Finding:** The Grand Jury found that during non-business hours, the Jail and Dispatch operations have limited staff which could pose a concern for both inmates and Jail employees. The Grand Jury found that minimum Jail staffing of two persons on a shift at one time seems low, especially when one of the staff is the 911 operator and dispatcher.

12/13 Recommendation: The Grand Jury recommends that a minimum staffing standard should be established and adhered to as a matter of safety for both inmates and Jail employees. Additional staff should be hired.

13/14 Finding: The Grand Jurors found no change from 12/13. During the day other personnel are often present or available, but during evening hours it is rare that anyone else is present other than one dispatcher and one jailer. The dispatcher cannot leave that post to serve as a backup, which presents a very serious safety issue for the jailer. Two recent assault incidents (not during the evening) emphasized the critical importance of having at least one extra person available to assist.

6. **12/13 Finding:** the Grand Jury learned that the 911 Dispatch system and the prison electronic controls systems are reaching the end of their life expectancy. The Board of Supervisors is aware of the need to replace these systems; however, replacement funding has not yet been implemented.



12/13 Recommendation: The 911 Dispatch and Computer Control System replacement will have to be addressed soon and will be a significant cost to the County. As a result, the Grand Jury recommends the County should be budgeting now and planning ahead for this eventuality.

13/14 Finding: The Grand Jurors found that the dispatch and computer control system have been completely replaced, with funding from AB109 (CCP), and the new equipment is a big improvement.

7. **12/13 Finding:** The Grand Jury found that the lack of physical and mental recreation and classroom learning opportunities for the inmates needs to be mitigated, especially with the recent addition of long-term prisoners. The Jail, as it now stands, does not have available space for classrooms and the exterior exercise yard is small and depressing. The 3-5 hours of outside exercise per week is insufficient.

12/13 Recommendation: The Grand Jury therefore recommends funding for a classroom for inmates and outside additional space for outdoor programs, and plus an expansion of the existing Jail (or, ideally, a new facility).

13/14 Findings: The Grand Jurors found the following:

- The exercise yard has not changed, and while some inmates have more outside time now due to the expanded work program, those who do not participate in this program have only the State-required minimum 3 hours per week available to them in the exercise yard. The women may not have that much time, according to the female inmate, possibly because of the lack of women officers available to provide oversight.
- A work order is in progress to move the current Emergency Operations Center (EOC) from its current location (dining room) in the old Jail to a facility located nearby. Once this is completed, current planning is to convert the current EOC into a classroom training facility for inmates, with costs as yet unknown to do the remodeling.

13/14 Recommendation:

- Explore additional ways of adding books to the library
- Explore ways of adding training opportunities, using prisoners' skills whenever possible.

Additional 13/14 findings and recommendations by the Grand Jurors:

1. Counseling

One of the prisoners interviewed said that prisoners get very little counseling (approximately 15 minutes per week) to help them learn how to properly deal with life and avoid the mistakes that landed them in prison, once they are released.

Recommendation: Increase the amount of time for counseling for inmates who request it.

2. Changes in State law

The Sheriff spends considerable time in a conference call every week, learning about changes in state law that require compliance by the Jail. This is an additional burden placed upon the Sheriff by AB109.

Recommendation: None

3. Mono County Supervisors



Currently all departments are experiencing budget cuts. Understanding issues involving the effects AB109 on the Jail is important so that the Board can work more collaboratively with the Sheriff.

Recommendation: The new Board of Supervisors should receive a tour of the Jail, similar to the one given to the Grand Jury, focusing on the impacts of AB109.

County Response: *The recommendation has not yet been implemented, but will be implemented by the end of 2015.*

Probation Department Tour: After the interviews, the Grand Jurors met with the Chief Probation Officer in the Probation Department facility. That facility is also used as a temporary holding facility (maximum 96 hours hold) for juveniles. Six Probation Officers, including two “lead officers in-training” work out of the Mammoth Lakes office. The Chief Probation Officer had previously been a warden in a state prison in a “death row” facility, and stated that the “poster child for the Mono County jail” is a young male, 25’ish, white drug user. Because of split sentences, many of these come over to probation after serving some of their time in the Jail.

Follow-ups from 12/13 Grand Jury tour:

8. **12/13 Finding:** The Grand Jury found that the CASA program is highly effective in Inyo County in working with juveniles, and that building upon this program in Mono County could be beneficial.

12/13 Recommendation: The Grand Jury recommends the establishment of a County wide Juvenile Services Advisory Board. The Grand Jury also recommends funding and encouraging the CASA program by offering training and volunteer recruitment.

13/14 Finding: The Grand Jurors found that the CASA (Court Appointed Special Advocate) program is now established, under contract with Wild Iris. Two juveniles are now in the program, and two others have been placed in foster homes.

9. **12/13 Finding:** The Grand Jury found that there is no statewide database for probationers or juveniles, which means that there is no inter-county exchange of information. In fact, this prevents the Department from communicating with the Court itself.

12/13 Recommendation: None

13/14 Finding: The Grand Jurors found that while the statewide database is still not in place, Mono County now has an inter-county system between the Court, Sheriff’s Department, and Mammoth Lakes Police Department. The District Attorney’s office is not yet automated.

Recommendation: Continue to improve the system of data exchange, including the District Attorney’s office and the Probation Department, if it is not already a part.

County Response: *The recommendation has not yet been implemented, but will be implemented in the future, by the end of fiscal year 2015-16.*

10. **12/13 Finding:** The Grand Jury found that there are approximately 130 drug offenders on probation, yet there are no resources such as half-way houses available in Mono County. The Grand Jury found that the Probation Department was under-staffed which limits the amount of contact dedicated to each probationer.



12/13 Recommendation: The Grand Jury recommends hiring two to three additional Probation Officers as each Probation Officer currently has a large caseload (80-130 cases). Additional staff would insure that more home visitations occur.

12/13 Recommendation: The Grand Jury recommends that the County seek funding for a halfway house, similar to the one once located in Mammoth Lakes.

13/14 Findings of the Grand Jurors:

- The Probation Department now has six officers, and two are “lead officers” in training.
- The sale of the old halfway house in Mammoth Lakes has been held up due to a breach of contract issue, and therefore no progress has been made recently.

11. **12/13 Finding:** The Grand Jury found that the front door to the Juvenile Hall/Probation facility is not sufficiently secured. The Grand Jury also found that the facility lobby is open and there is no physical barrier to prevent irate individuals from accessing staff and/or the facility.

12/13 Recommendation: The Grand Jury recommends providing security in the existing Juvenile Hall/Probation building by constructing a counter/partition in the lobby area and strengthening the exterior door locking mechanism.

13/14 Findings by the Grand Jurors:

- The Grand Jurors found that security is somewhat improved, in that the front door is permanently locked, with a peephole and a doorbell.
- There is still no physical barrier to prevent irate individuals from accessing staff and/or the rest of the facility.

13/14 Recommendation: The Grand Jury recommends that a physical, locking barrier be installed in the lobby, and an electronic release mechanism for the front door so that the employee does not have to go to the door to open it.

County Response: The recommendation has not yet been implemented, but will be implemented in the future, by the end of fiscal year 2015-16.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

9/22/2014 9:55 AM	County Administrative Office	Yes
10/14/2014 10:20 AM	County Counsel	Yes
9/19/2014 5:11 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Community Development Department

TIME REQUIRED Public Hearing 1:00 p.m. / 30 minutes
(15 minute presentation; 15 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Courtney Weiche

SUBJECT Rock Creek Ranch Specific Plan and Vesting Tent. Map Amendments

AGENDA DESCRIPTION:

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

Public hearing regarding Specific Plan Amendment #2 and Vesting Tentative Tract Map 37-56 Amendment (reducing the total number of lots to ten) /Rock Creek Ranch near Paradise.

RECOMMENDED ACTION:

As recommended by the Planning Commission, adopt Resolution #R14-_____, approving Addendum to Rock Creek Ranch Specific Plan final environmental impact report; approving Amendment 13-002 to the Rock Creek Ranch Specific Plan; approving second amendment to Vesting Tentative Tract Map 37-56; and making required findings.

FISCAL IMPACT:

No impact is anticipated. Costs associated with the project development will be borne by the developer.

CONTACT NAME: Courtney Weiche

PHONE/EMAIL: 760.924.1803 / cweiche@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Planning Commission Staff Report](#)

- [PC Res](#)
- [PFPD Will Serve Letter](#)
- [Calfire Email 06.19.14](#)
- [Proposed Resolution](#)
- [Public Notice](#)

History

Time	Who	Approval
10/15/2014 8:38 AM	County Administrative Office	Yes
10/15/2014 1:45 PM	County Counsel	Yes
10/15/2014 9:18 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

October 21, 2014

To: Mono County Board of Supervisors

From: Courtney Weiche, Associate Planner

Re: Rock Creek Ranch Specific Plan Amendment 13-002 and Vesting Tentative Tract Map 37-56 Amendment

I. RECOMMENDATION

As recommended by the Planning Commission, adopt Resolution R14-__ : approving Addendum to Rock Creek Ranch Specific Plan final environmental impact report; approving Amendment 13-002 to the Rock Creek Ranch Specific Plan; approving amendment to Vesting Tentative Tract Map 37-56 (reducing the total number of lots to ten); and making required findings.

II. BACKGROUND

During 2013, the applicant submitted an application for a second Specific Plan Amendment that would reduce the number of lots from 55 to 23, largely in response to recessionary economic conditions locally and across the country. Processing of the 23-lot Specific Plan Amendment #2 had been substantially completed, including a recommendation of approval by the Planning Commission, when it became apparent that Cal Fire had changed its position that the project complied with fire codes. Upon learning of Cal Fire's revised position, the applicant initiated extensive adjustments that further reduced site development to a total of 10 lots. Accordingly, the applicant is now seeking approval of a revised second amendment to the Rock Creek Ranch Specific Plan.

The Planning Commission considered the item at a noticed public hearing on September 11, 2014. Chief House of the Paradise Fire Protection District was present and expressed satisfaction with the revised proposal, including providing a will-serve letter, see attached. In addition, Chief Melendrez of Cal Fire has indicated the project meets current fire codes, see attached email. The Planning Commission adopted Resolution 14-06. Please see the enclosed Planning Commission staff report and associated attachments for a more thorough project description and copies of the documents proposed for approval. Originals of the documents for approval will be provided at the meeting.

III. FISCAL IMPACT

No impact is anticipated. Costs associated with the project development will be borne by the developer.

IV. ENCLOSURES

- 1) Planning Commission Staff Report and attachments
- 2) Resolution R14-__
- 3) Paradise Fire Protection District Will-Serve letter
- 4) Calfire Email June 19, 2014
- 5) Public Hearing Notice

For the Rock Creek Ranch Specific Plan and Environmental Impact Report visit:
<http://monocounty.ca.gov/planning/page/specific-plans>

MONO COUNTY PLANNING COMMISSION

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

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

SPECIAL MEETING AGENDA

THURSDAY, SEPTEMBER 11, 2014 – 10 a.m.

Town/County Conference Room, Minaret Village Mall, Mammoth Lakes

*Videoconference: CAO Conference Room, Bridgeport

Full agenda packets, plus associated materials distributed less than 72 hours prior to the meeting, will be available for public review at the Community Development offices in Bridgeport (Annex 1, 74 N. School St.) or Mammoth Lakes (Minaret Village Mall, above Giovanni's restaurant). Agenda packets are also posted online at www.monocounty.ca.gov / boards & commissions / planning commission. For inclusion on the e-mail distribution list, interested persons can subscribe on the website.

**Agenda sequence (see note following agenda).*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT: Opportunity to address the Planning Commission on items not on the agenda

3. MEETING MINUTES: Review and adopt minutes of August 14, 2014

4. PUBLIC HEARING:

10:10 A.M.

A. SPECIFIC PLAN AMENDMENT & TENTATIVE TRACT MAP MODIFICATION/Rock Creek Ranch. The proposal is to reduce the number of parcels from 55 to 10, including elimination of the package sewage-treatment facilities, evaporation pond, pool clubhouse and other common elements. In accordance with the California Environmental Quality Act, an addendum to the existing Specific Plan EIR is being utilized. *Staff: Courtney Weiche, associate planner*

5. WORKSHOP:

A. GENERAL PLAN DEFINITIONS. *Brent Calloway, associate analyst*

6. COMMISSION PROTOCOL:

A. RULES FOR TRANSACTION OF BUSINESS: Consider amending Section 10 to clarify continuances when less than a full membership is present, and provide any desired direction to staff. *Staff: Stacey Simon, assistant county counsel*

7. REPORTS:

A. DIRECTOR

B. COMMISSIONERS

8. INFORMATIONAL: No items.

9. ADJOURN to October 9, 2014

More on back...

DISTRICT #1
COMMISSIONER
Mary Pipersky

DISTRICT #2
COMMISSIONER
Rodger B. Thompson

DISTRICT #3
COMMISSIONER
Daniel Roberts

DISTRICT #4
COMMISSIONER
Scott Bush

DISTRICT #5
COMMISSIONER
Chris Lizza

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

September 11, 2014

To: Mono County Planning Commission

From: Courtney Weiche, Associate Planner

Re: Rock Creek Ranch Specific Plan Amendment 13-002 and Tentative Tract Map 37-56 Amendment

I. RECOMMENDATION

Staff recommends that the Planning Commission consider adoption of Resolution R14-06 taking the following actions and recommending that the Board of Supervisors:

Approve Specific Plan Amendment 13-002 and Tentative Tract Map 37-56 Amendment subject to the findings contained in Planning Commission Resolution R14-06.

II. PROJECT BACKGROUND

The Rock Creek Ranch Specific Plan, Tentative Tract Map (TTM) 37-56, and Final Environmental Impact Report (FEIR) were adopted by the Mono County Board of Supervisors on May 12, 2009. This approval established a land use plan and development standards for the Rock Creek Ranch site.

The Rock Creek Ranch site is a 55.4-acre parcel in the unincorporated community of Paradise in southern Mono County. The site is about 20 miles southeast of the town of Mammoth Lakes, 15 miles northwest of the city of Bishop, one mile west of US Highway 395, and one mile north of the Inyo/Mono county boundary. No commercial enterprises exist in the community of Paradise.

Since the tentative tract map was approved, the County suspended the housing mitigation requirements of Mono County Code Chapter 15.40, including any requirements imposed as conditions of approval for the Tentative Map. The suspension arose in response to changed market conditions that have increased the stock of affordable housing within the county and reduced the need for housing mitigation. The applicant has since modified the conditions of approval to reflect the existing housing mitigation ordinance requirements. The County and subdivider entered into a Housing Mitigation Agreement in August 2012 (see Attachment A).

The approved Housing Mitigation Agreement stipulated the Board of Supervisors must approve an amendment to the Tentative Map and Specific Plan, requiring the elimination of the five “density bonus” lots to be dedicated for affordable housing purposes, with the gross area of those lots divided amongst the remaining lots. A separate environmental review/analysis was required to amend the Tentative Tract Map and the Specific Plan to reflect the direction and approval of the Housing Mitigation Agreement.

In May 2013, the Board of Supervisors approved Specific Plan Amendment 13-001 and Tentative Tract Map 37-56 modification that eliminated the five “density bonus” lots to be dedicated for affordable housing and the 11 lots deed-restricted to include accessory dwelling units. Instead, accessory units are

permitted on all lots subject to compliance with the Mono County General Plan Chapter 16, Accessory Units.

During 2013, the applicant submitted an application for a second Specific Plan Amendment that would reduce the allowed lot number from 55 to 23, largely in response to recessionary economic conditions locally and across the country. The applicant had determined that larger lots would be more responsive to residential market demands than the approved Specific Plan. Processing of the 23-lot Specific Plan Amendment #2 had been substantially completed, including a recommendation of approval by the Planning Commission, when it became apparent that Cal Fire had changed its position that the project complied with fire codes. Upon learning of Cal Fire's revised position, the applicant initiated extensive adjustments that further reduced site development to a total of 10 lots. Accordingly, the applicant is now seeking approval of a revised second amendment to the Rock Creek Ranch Specific Plan.

III. SUMMARY OF PROPOSED PROJECT MODIFICATIONS

The proposed map and specific plan amendment incorporate a number of modifications designed to reduce overall land use intensity. The number of lots would be reduced from 55 to 10, the area designated as open space would increase from 20.05 to 37.93 acres¹, the 3.05-acre common-area recreation lot would be eliminated and sanitation would be provided by individual septic tanks rather than a package treatment plant, and the water system would be managed by the newly established Rock Creek Ranch HOA.

IV. COMMUNITY INPUT

Communication with both the local Paradise Fire Protection District as well as Cal Fire has been integral in developing the current proposed project. On August 25, 2014, an informal informational meeting was held to update the surrounding Paradise community on the project changes and status. After the meeting, the Paradise FPD chief informed staff that the FPD would be issuing a letter indicating it would serve the project. Cal Fire has submitted correspondence indicating that the 10-lot layout conforms to current state fire protection standards.

V. ENVIRONMENTAL REVIEW

The Rock Creek Ranch Specific Plan Final Environmental Impact Report (FEIR) was approved May 12, 2009. CEQA Guidelines Section 15164 (a) provides that "the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

An Addendum to the Final Environmental Impact Report has been prepared by the County's environmental consultant, Bauer Planning and Environmental Services. The Addendum concludes that under CEQA guidelines section 15162, the proposed project amendments do not substantially change the project impacts or require major revisions to the FEIR.

The changes proposed with the layout of Amendment #2 were reviewed by Dr. James Paulus to assess the possible effects on the significant environmental impacts identified in 2008. Dr. Paulus noted that the proposed shift from a larger number of smaller lots to fewer relatively large lots would be a net benefit for wildlife and habitat.

No new impacts have been identified, nor are there substantial changes in the circumstances within which the project will be undertaken. In summary, the proposed Specific Plan Amendment #2 would reduce the

¹ Includes common open space (incl. open space in easements) & private open space (i.e the acreage outside of the allowed disturbance area on each lot).

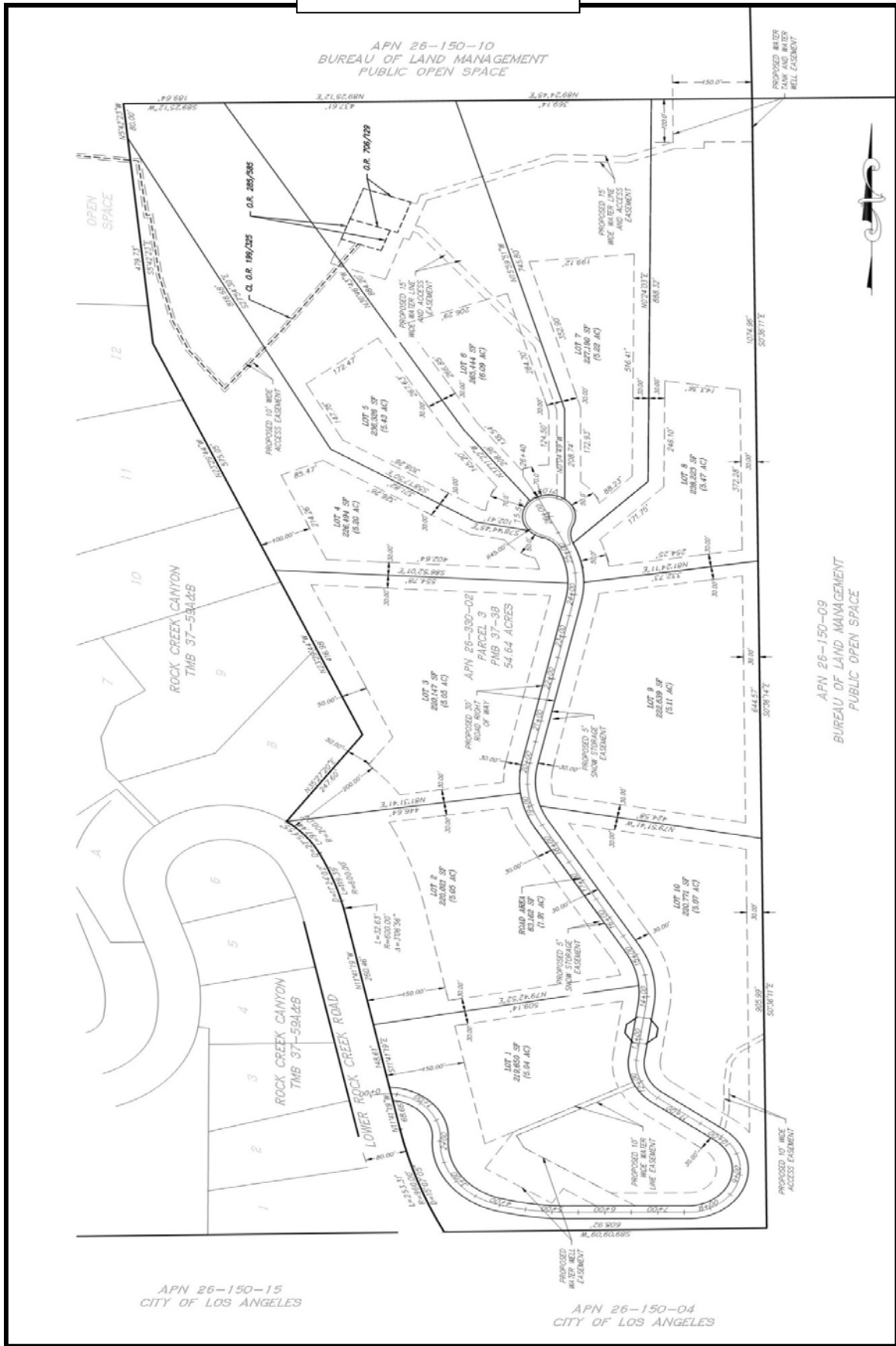
scope and severity of the significant and unavoidable adverse impacts identified in the 2008 EIR for the Rock Creek Ranch development.

VI. ENCLOSURES

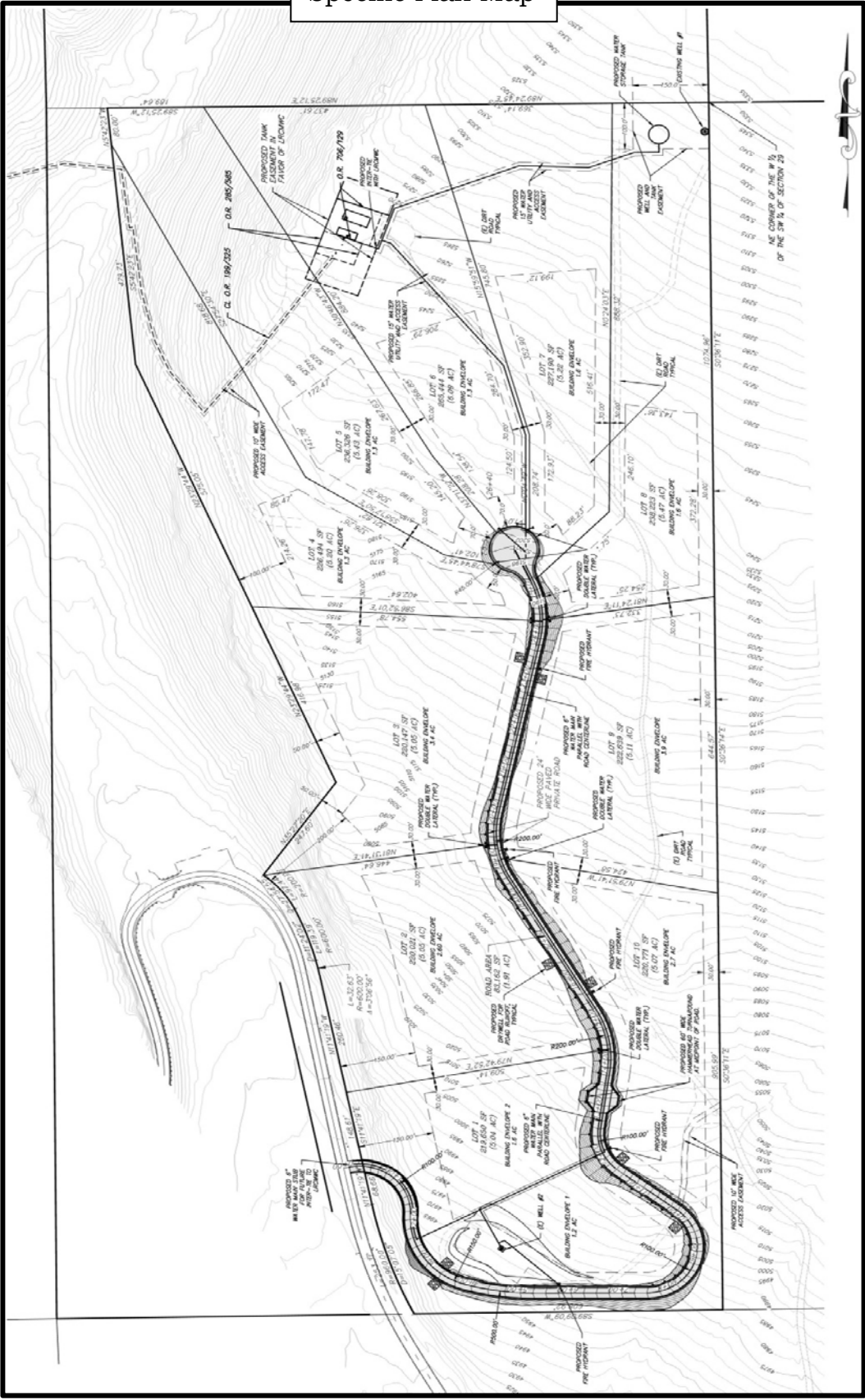
- 1) Revised Specific Plan Amendment 13-002
- 2) Draft Conditions of Approval
- 3) Addendum to the Rock Creek Ranch FEIR
- 4) Resolution R14-06

For the Rock Creek Ranch Specific Plan and Environmental Impact Report visit:
<http://monocounty.ca.gov/planning/page/specific-plans>

Tentative Tract Map



Specific Plan Map



ROCK CREEK RANCH DRAFT SPECIFIC PLAN REVISED AMENDMENT #2



LEAD AGENCY:

Mono County Planning Division
Post Office Box 347
Mammoth Lakes, CA 93546
Contact: Courtney Weiche 760.924.1803
cweiche@mono.ca.gov

SPECIFIC PLAN CONSULTANT:

Bauer Planning & Environmental Services, Inc.
220 Commerce, Suite 230, Irvine, CA 92602
Contact: Sandra Bauer ☎714.508.2522
sandra@bpesinc.com

PROJECT APPLICANT/OWNER:

C & L Development
Paradise, California
matthew.lehman@verizon.net

SEPTEMBER 2014

I. BACKGROUND

The Rock Creek Ranch Specific Plan and Tentative Tract Map 37-56 were approved by the Mono County Board of Supervisors on May 12, 2009. The approved project allowed for the 54.64-acre property to be subdivided into 60 lots, which included five lots that were deed-restricted for affordable housing, and eleven lots that were deed-restricted for accessory dwelling units. All sixteen of the deed-restricted lots were provided in compliance with requirements of a Housing Mitigation Ordinance in effect at that time of project approval. During July of 2011 the Housing Mitigation Ordinance was suspended by the Mono County Board of Supervisors. The applicant entered into a Housing Mitigation Agreement with the Board of Supervisors on August 7, 2012 that removed the requirement to provide the five deed-restricted affordable housing lots as well as the requirement for eleven lots to be deed-restricted for accessory dwelling units. A condition of the agreement required the applicant to amend the Tentative Tract Map and the Specific Plan to reflect the reduction of lots from 60 to 55. Specific Plan Amendment #1 was approved by the Board of Supervisors on May 7, 2013. In accordance with the California Environmental Quality Act, an addendum was prepared to address the project changes associated with Amendment #1.

During 2013, the applicant submitted an application for a second Specific Plan Amendment that would reduce the allowed lot number from 55 to 23, largely in response to recessionary economic conditions locally and across the country. The applicant had determined that larger lots would be more responsive to residential market demands than the approved Specific Plan. Processing of the 23-lot Specific Plan Amendment #2 had been substantially completed, including a recommendation of approval by the Planning Commission, when it became apparent that Cal Fire had changed its position that the project complied with fire codes. Upon learning of Cal Fire's revised position, the applicant initiated extensive adjustments that further reduced site development to a total of 10 lots. Accordingly, the applicant is now seeking approval of a second amendment to the Rock Creek Ranch Specific Plan. This Specific Plan sets forth and governs all zoning regulations, land uses, public works and development activity on the project site for the revised 10-lot Tentative Map layout.

II. SUMMARY OF PLAN AMENDMENTS

Table 1 below summarizes changes to the Specific Plan associated with revised Amendment #2.

Table 1
Revisions to the Rock Creek Ranch Proposed in Amendment #2 (Revised)

<i>SPECIFIC PLAN FEATURE</i>	<i>ORIGINAL SPECIFIC PLAN (2009)</i>	<i>SPECIFIC PLAN AMENDMENT #1 (2012)</i>	<i>PROPOSED SPECIFIC PLAN AMENDMENT #2 (Revised, 2014)</i>
Total Number of Lots	60	55	10
Total Number of Affordable Lots	5	0	0
Number of Required Secondary Units	11	0	0
Total Open Space Acreage^[1]	20.05	20.05	37.93
Common Area Recreation Lot Acreage	3.05	3.05	0
Primary Access Road ROW Acreage (not including cut & fill slopes)	4.98	4.98	1.91
Common Utility Acreage (Water, Sewer)	1.94	1.94	1.72
Total Disturbed Acreage maximum	16.01	16.01	13.18
Type of Sanitation System	Package Treatment Plant	Package Treatment Plant	Individual Septic System
Water System Management	Maintenance District	Maintenance District	HOA water service

^[1]Includes common open space (incl. open space in easements) & private open space (i.e the acreage outside of the allowed disturbance area on each lot).

The common open space acreage (previously set at 20.05 acres) has been eliminated in favor of the shared open space easement surrounding the water tanks on the northern property boundary, as well as the substantial acreage of private open space on each of the 10 lots now proposed. The reduced total disturbance area is due primarily to elimination of the common wastewater treatment facilities, as well as a reduction in the length of the primary access road.

III. PROJECT LOCATION

The Rock Creek Ranch project is located on a 54.64-acre parcel in the community of Paradise in southern Mono County. As a whole, Mono County is dominated by lands that are owned by the public and managed by various federal, state and local entities: the *General Plan* estimates that approximately 94% of the county land area is publicly owned, including 88% that is managed by federal agencies. Mono County is surrounded by 5 counties including Inyo County to the south (the Inyo County line is about 1 mile south of the Rock Creek Ranch Specific Plan area), as well as Fresno, Madera, and Alpine Counties on the west. The entire eastern Mono County boundary adjoins the State of Nevada.

The project site, known to many as “East Ridge,” is privately owned property located on unincorporated land. The site adjoins the old Paradise Resort & Restaurant, which is no longer in operation and for which development approvals were granted in 2010 allowing a total of thirteen residential lots and two lots dedicated for public use (one for trailhead parking and one for permanent open space). Farther to the west and northwest are approximately 132 privately owned residential parcels that comprise the unincorporated community of Paradise; the Paradise Fire Station is located about one-third mile to the northwest. There are no commercial enterprises in the community of Paradise. The project site fronts onto Lower Rock Creek Road, and is about 20 miles southeast of the Town of Mammoth Lakes, 15 miles northwest of the City of Bishop, 1 mile west of Highway 395, and 1 mile north of the Inyo/Mono County boundary.

The project site is currently undeveloped except for several graded (but not paved) access roads, test wells that were constructed to evaluate water supply and water quality, the Lower Rock Creek Mutual Water Company (LRCMWC) easement at the northwest corner, and several groundwater drilling sites and structures that were used to determine adequacy of onsite wells to meet project water demands. The LRCMWC easement is occupied by a subsurface 110,000-gallon potable water storage tank, and distribution lines leading westward to existing homes in the community of Paradise. The regional location and local area are depicted in Exhibits 3-1 (Regional Location Map), 3- 2 (Local Vicinity Map), and 3-3 (Project Environs).

IV ROCK CREEK RANCH SPECIFIC PLAN

IV.A PURPOSE, STATEMENT AND ISSUES ADDRESSED

The purpose of the Rock Creek Ranch Specific Plan is to establish a formal link between implementing policies of the Mono County General Plan and the Rock Creek Ranch development proposal. This amended Specific Plan: (1) establishes all zoning regulations, (2) governs all subdivision, public works project and development activity on the site, (3) sets forth the distribution, location and extent of land uses and essential facilities and utilities to serve the site, (4) defines the standards and criteria by which development will proceed, and (5) identifies specific measures and enforcement responsibilities for implementing all applicable regulations, programs, public works projects and financing activities. The project applicant and developer is C & L Development, LLC. The Specific Plan text was prepared by Bauer Planning and Environmental Services Inc., working with and under contract to the Mono County Community Development Department.

IV.B DETAILED STATEMENT OF THE PURPOSE OF THE SPECIFIC PLAN¹

A Specific Plan is a tool referenced in the California Government Code (CGC) for the systematic implementation of the general plan. Adoption of a Specific Plan is a legislative act, similar to adoption of a General Plan or zoning ordinance. Once adopted, the Specific Plan establishes a formal link between implementing policies of the general plan and the specific

¹ The basic contents, organization and structure of this Specific Plan, as well as much of the information provided regarding Specific Plans, have been drawn from the following source: *The Planner's Guide to Specific Plans*, prepared by the California Governor's Office of Planning and Research, 1400 Tenth Street, Sacramento, CA 95814.

development proposal for a given area. CGC §65450-565457 requires that a Specific Plan must be consistent with the adopted General Plan as well as any applicable Airport Land Use Plan. In turn, all subsequent site subdivision, development, public works projects and zoning regulations must be consistent with provisions of the Specific Plan.

Within the context outlined above, the regulations contained in this Rock Creek Ranch Specific Plan provide for development of the Rock Creek Ranch in a manner that reflects the spirit and intent of the development regulations of the Mono County General Plan, which also represents zoning within Mono County. These regulations set forth in text and diagrams: (1) the distribution, location and extent of land uses including Open Space, (2) the distribution, location and extent of essential facilities and utilities to serve the site, including transportation and access roads, (3) the standards and criteria by which development will proceed including standards for the conservation, development and use of natural resources, (4) implementation measures including regulations, programs, public works project and financing measures to carry out Specific Plan elements, and (5) a clear statement of the relationship of this Specific Plan to the Mono County General Plan.

IV. PLANNING AREA INFORMATION AND ENVIRONMENTAL CHARACTERISTICS

The site is currently characterized by undeveloped open space in the Rock Creek area of southern Mono County. Vegetation includes a riparian corridor along Lower Rock Creek that occupies about one-half acre of land in the northwestern-most property boundary. The majority of the site is xeric, with desert scrub vegetation. The site also contains an unpaved access road and gate, plus numerous informal trails, granitic rocks and small boulders, and a number of rock mounds and soil pits created during prior soil and percolation testing activities. No prior formal uses of the site have been recorded, nor have any formal development applications been filed with the county prior to the initial application submitted by C&L Development in 2003.

Offsite drainage enters the site from upgradient areas on the north and east. Drainage then crosses the site as sheet flow, exiting to the south and west. There are no distinct drainage swales or ditches on the site. The tributary area is estimated to be about 18-acres, and the total historic contribution to runoff from the site during a 25-year storm is calculated to be 25.76 cubic feet per second (cfs). The site is located outside of any designated flood zone and there are no defined natural drainage courses on the buildable portion of the site; Rock Creek flows through the northwestern-most portion of the site, and is designated in the Specific Plan as an open space area.

Most of the project site supports a contiguous stand of open scrub vegetation that is classified as High Desert Blackbush Scrub. Big Sagebrush Scrub can be found on thin strips of terrain west of the Lower Rock Creek riparian zone and between the base of the steep slope and Lower Rock Creek Road. The relatively small portion of the study area that is immediately adjacent to Lower Rock Creek is classified as Water Birch Riparian Scrub. The natural communities form the basis of wildlife habitats on the site, which include mourning dove, Steller's jay, white-crowned sparrow, common raven, northern flicker, and black-tailed jackrabbit. Evidence of coyote and mule deer was found throughout the site, and several bat species are known to occur in the immediate vicinity including fringed myotis, long-legged myotis, Yuma myotis, little brown bat, and spotted bat. The archaeological report concludes that there are no significant cultural resources on the site. A detailed discussion of the project planning area and environmental characteristics is provided in other sections of this document.

IV.D OBJECTIVES, POLICIES AND REGULATORY CONSIDERATIONS

The primary objective of the Rock Creek Ranch Specific Plan is to fulfill the *General Plan* vision for ultimate development of the Paradise community through a plan that protects the scenic, recreational and natural resources of the area while sustaining the small-town atmosphere and rural-residential character and quality of life that characterizes Mono County. An important secondary objective is to allow for enhanced reliability and fire safety to the Rock Creek Ranch project and the community of Paradise through a new interconnection between project water supplies (which will be privately owned and managed by a mutual water company) and water supplies serving the community at large (which are provided by LRCMWC). The Paradise Fire Protection District has indicated to the County that it will provide fire protection services to the 10-lot Rock Creek Ranch project.

CGC §65507 authorizes a legislative body to adopt an ordinance or resolution requiring that a Specific Plan be prepared when it is in the public interest to do so. The original Rock Creek Ranch Specific Plan proposed a development of 60 units in a semi-clustered configuration to conserve open space. In conjunction with Specific Plan Amendment #1, the plan was reduced to 55 units but remained otherwise substantially the same as the original plan layout. The current Specific Plan Amendment #2, which further reduces the plan to 10 lots, is subject to the provisions of the approved Specific Plan as modified herein. As noted in the General Plan Land Use Element, a Specific Plan is intended to function as an implementation mechanism for the General Plan and, once adopted, becomes a part of the General Plan. Where adopted, Specific Plans precede all other land use actions including subdivisions, tentative maps, land use changes, and other related actions.

The CGC (Title 7, Division 1, Chapter 3, Article 8) describes requirements for preparation and content of Specific Plans. These requirements mandate that a Specific Plan shall include a statement of the relationship of the Specific Plan to the General Plan, as well as text and diagram(s) that specify all of the following in detail: (1) the distribution, location, and extent of the uses of land, including open space, within the area covered by the plan; (2) the distribution, location, extent and intensity of major components of public & private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan; (3) standards and criteria by which development will proceed, & standards for the conservation, development, and use of natural resources, where applicable; and (4) a program of implementation measures including regulations, programs, public works projects, & financing measures needed to carry out items (1), (2), and (3).

CGC §65457 further provides that any residential development project that implements and is consistent with a Specific Plan for which an EIR has been certified after January 1980 is exempt from further CEQA requirements unless disqualifying events are found to apply. Disqualifying events include: (a) substantial changes that require major revisions of the EIR; (b) substantial changes with respect to circumstances under which the project will be undertaken that require major revisions in the EIR; and/or (c) new information becomes available that was not known and could not have been known when the EIR was certified. Approval of this Specific Plan Amendment #2 does not involve any disqualifying event and an Addendum to the Final EIR has therefore been prepared.

Specific Plan adoption generally occurs by Ordinance, but can also occur through a resolution. Adoption establishes the role of the Specific Plan as a set of zoning regulations intended to provide direction as to the type and intensity of uses permitted and associated design criteria.

IV.E RELATIONSHIP OF THE SPECIFIC PLAN TO THE GENERAL PLAN

Like zoning, a Specific Plan must be consistent with the General Plan Land Use Element and, once adopted, becomes a part of the General Plan. The Specific Plan implements the General Plan Land Use Element by setting specific standards and regulations to govern permitted land uses, future subdivision, lot dimensions, parking, open space and all other uses proposed for the site. The Mono County General Plan Land Use Element provisions for Estate Residential development have served as a model for Rock Creek Ranch, although the Specific Plan also incorporates some changes from these source materials.

Consistency with provisions of the General Plan is ensured through subsequent Site Plan Review procedures established herein. The review process provides for county review of detailed plans for each lot in Rock Creek Ranch, and provides assurance that each lot will be planned, constructed and maintained in a manner that conforms to this Specific Plan and is compatible with the surrounding environs. In keeping with General Plan Land Use Element §02.1060, site plan review will occur as part of the building permit review process.

IV.F RELEVANT PLANNING ISSUES, OPPORTUNITIES AND CONSTRAINTS

To set the framework for development of appropriate objectives, policies and actions, the Mono County General Plan identifies and evaluates issues, opportunities and constraints that shape development potential within the unincorporated area. The analyses include identification of issues that affect the county as a whole, as well as issues that are specific to land

uses in the special planning areas and those applicable to the county's Airport Land Use Plans for the airport facilities in Bridgeport, Lee Vining and Mammoth Lakes. Rock Creek Ranch is not in the vicinity of any of the airport planning areas, nor does it fall within any of the special planning areas for which Area Plans have been completed, although land use policies are currently being prepared for the community of Paradise and will be used in the ongoing General Plan update.

IV.G PROJECT CONSISTENCY WITH THE SPECIFIC PLAN

All planning and development actions in Rock Creek Ranch are required to be consistent with the conditions outlined in this Specific Plan. This requirement applies to initial site preparation as well as subsequent development and redevelopment of individual residential lots, roads, open space lands, utilities, and infrastructure improvements including the LRCMWC facilities located on this site but serving areas outside of Rock Creek Ranch.

The Mono County *General Plan* requires, in §36.050, that land development projects close to one another must be considered jointly under a single plan so that cumulative effects can be assessed. During 2010, the Mono County Board of Supervisors approved the Rock Creek Canyon project, located on the site of the old Paradise Lodge and adjoining the western boundary of Rock Creek Ranch. The approved Tentative Tract Map and Specific Plan for Rock Creek Canyon contains a total of 14 parcels including twelve residential lots and two lots that will be available for public use (one for trailhead parking and one for permanent open space). As in previous similar situations (where one adjacent submittal occurred much earlier than a later submittal), the county has conducted the joint review required by §36.050 as part of the Rock Creek Canyon EIR process for cumulative impacts.

IV.H PROJECT PHASING

The applicant proposes to complete all site improvements in a single phase. Improvements would include grading of roads and infrastructure improvements to develop on-site water and drainage systems, and installation of other utility systems (power, communication, etc.). The applicant has prepared a timeline in which grading would be initiated approximately six months following approval of Specific Plan Amendment #2 by the Mono County Board of Supervisors, and construction of individual residential lot improvements would be undertaken upon completion of grading. The schedule for build-out of the 10 single-family lots would depend on the rate at which the individual parcels are sold. Permitted land uses on all of the parcels would be governed by the Specific Plan provisions herein. Any proposed change to the approved site uses would require County approval of an amendment to the Specific Plan, including additional environmental documentation if and as required to comply with the California Environmental Quality Act (CEQA).

V. ROCK CREEK RANCH SPECIFIC PLAN LAND USE PLAN CONCEPT²

V.A DESCRIPTION OF ROCK CREEK RANCH LAND USE PLAN

The Tentative Tract Map (Exhibit 3-4) and the Specific Plan Improvements Map (Exhibit 3-5) depict the location and layout of the 10 residential lots and ancillary uses within the project site, as well as the defined building envelopes for each lot. Exhibit 3-6 profiles road gradients for the full length of the private road serving the project site. The project is served by a single access road from Lower Rock Creek Road that will provide direct access to each residential lot as well as easements and infrastructure improvements. An existing informal trail will allow residents to access Lower Rock Creek and the public hiking and biking trails along the Lower Rock Creek corridor.

Table 2 below summarizes the total area, building envelope and allowed disturbance area relative to total lot size for each of the ten single family lots proposed within Rock Creek Ranch. As shown, the ten Rock Creek Ranch residential lots will range in area from 219,650 sf (Lot 1) to 265,444 sf (Lot 6); the average lot size is 229,690 sf. The allowed distance areas vary based largely on the configuration of the lot relative to topographic limitations, the road alignment and the placement of utility

² The content and organization of this Specific Plan have been drawn from *The Planner's Guide to Specific Plans*, prepared by the California Office of Planning & Research, 1400 Tenth St., Sacramento.

easements. Although the size of building envelopes varies substantially between the 10 lots (ranging from 57,464 sf on lot 4 to 168,237 sf on lot 9); all lots share similar allowed disturbance areas (ranging from 54,913 sf on lot 1 to 66,361 sf on lot 6), based on a uniform maximum allowed disturbance area of 25% of total lot area. Prior to the 2009 approval of the Rock Creek Ranch Specific Plan, the property was shown for Estate Residential use, which allows for lot coverage up to 40% of total area.

Table 2
ROCK CREEK RANCH RESIDENTIAL LOT SIZES & DISTURBANCE AREAS (sf/ac)
 [[TABLE BELOW REPLACED BY TABLE AT BOTTOM]]

LOT #	TOTAL LOT SIZE (sf)	BUILDING ENVELOPE (sf/ac)	ALLOWED DISTURBANCE AREA RELATIVE TO TOTAL LOT SIZE (%/sf/ac)
1	219,650	123,200 / 2.83	25% / 54,913 / 1.26
2	220,021	113,139 / 2.60	25% / 55,005 / 1.26
3	220,147	143,604 / 3.30	25% / 55,037 / 1.26
4	226,494	57,464 / 1.32	25% / 56,624 / 1.30
5	236,326	59,328 / 1.36	25% / 59,082 / 1.36
6	265,444	66,828 / 1.53	25% / 66,361 / 1/52
7	227,190	70,804 / 1.63	25% / 56,798 / 1.30
8	238,223	70,595 / 1/62	25% / 59,556 / 1.37
9	222,639	168,237 / 3.86	25% / 55,660 / 1.28
10	220,771	118,742 / 2.73	25% / 55,193 / 1.27
TOTAL	2,296,905	991,941 / 22.77	25% / 574,226 / 13.18

Table 3 provides a summary profile of the allowed disturbance areas within Rock Creek Ranch, including land to be set aside for easements and infrastructure improvements; note that all acreages herein are estimates, and may be slightly modified as the detailed utility specifications and design plans are finalized during plan check reviews. As shown, an estimated 3.10 acres will be used for road improvements (including cut and fill slopes), 1.72 acres will be set aside for water improvements, and the allowed residential disturbance areas will total approximately 13.15 acres of land. Private open space (defined as the acreage outside of the allowed disturbance area on each lot) will represent a total of 37.93 acres, compared with 20.05 acres in the approved 60-lot Specific Plan. Exhibit 5, the Specific Plan Map, provides detailed diagrams of access and water system improvements.

Table 3
PROFILE OF DISTURBANCE AREAS

PROJECT LOT/ELEMENT	AREA (acres)
Maximum Lot Disturbance Area	13.18
Road Disturbance Area	3.10
Water Facilities Disturbance Area	1.72
Private Open Space	37.93

V.B IMPLEMENTING REGULATIONS AND ORDINANCES

The following uses are permitted in Rock Creek Ranch subject to site plan review and approval of a Building Permit:

- a. **Residences:** Single-family dwellings.
- b. **Gardens:** Small scale food production for personal use.
- c. **Accessory Structures:** Accessory buildings and uses, provided that such uses are customarily incidental to any of the permitted uses, located on the same lot, and constructed simultaneously with or subsequent to the main building. All other accessory uses shall be subject to director review.
- d. **Pets:** Animals and pets, subject to standards in the adopted General Plan for Estate Residential uses, except that domestic animals shall be restrained at all times consistent with the requirements of Specific Plan §V.D.h(i—vii). As

noted, the maximum fenced area shall not exceed 20% of the area inside the building setback on each lot, and shall be constructed with materials allowed in this section. Such fencing shall incorporate a wire mesh into the 3 wood rails, and at no time shall pets be allowed to roam freely.

- e. **Home Occupations:** Home occupations, subject to standards in the adopted General Plan.
- f. **Open Space:** Open space uses, including trails and paths for use by HOA members, subject to Regulations in §V.H.
- g. **Water Facilities:** Water facilities, subject to the Regulations of §V.H.2.
- h. **Solar:** Private solar energy systems, subject to the Regulations of §V.D.k.

V.C USES PERMITTED SUBJECT TO DIRECTOR REVIEW

The following uses shall be permitted subject to review by the Mono County Planning Director:

- a. **Accessory Structures:** Construction of an accessory structure prior to construction of the main building.
- b. **Other:** Any other use that is found by the Planning Commission to be compatible with the purpose and objectives of this Specific Plan.

V.D RESIDENTIAL DEVELOPMENT STANDARDS

The following residential site development standards shall apply:

- a. **Minimum Lot Area:** 200,000 square feet net.
- b. **Maximum Number of Residential Lots:** 10 lots.
- c. **Building Lot Dimensions:** As shown on Specific Plan Map.
- d. **Building Height Limit:** 28 feet above the preconstruction existing grade at any given point of the site, inclusive of all utilities and ornamentation.
- e. **Maximum Lot Coverage:** Maximum lot coverage shall not exceed 25%% of the total area on any lot.
- f. **Maximum Landscape Coverage:** 15% of lot acreage, landscape area may not exceed or extend outside of the allowed disturbance area on any lot.
- g. **Setbacks:** Structural improvements on each residential lot shall be confined to the allowed disturbance area designated in Exhibit 3-6.
- h. **Fencing:**
 - i. All fencing on residential lots shall be constructed of wood materials.
 - ii. Fencing shall be permitted only inside the allowed disturbance area designated for each lot.
 - iii. The maximum fenced area shall not exceed 20% of the land inside the allowed disturbance area on each lot.
 - iv. All residential fencing shall be a maximum of 5 feet high and constructed of three wood rails. Rock may be used only on the fencing posts. 'Trex'-type lumber may be used, but all-plastic lumber shall not be permitted. Pet fencing shall be within the confines of the maximum fenced area allowed herein, and shall consist of a wire mesh incorporated into the 3 wood rails allowed herein.
 - v. Fencing for water systems shall be adequately screened and constructed of materials and dimensions as required for safety and security.
 - vi. Fencing shall not be placed so as to restrict access to public lands, and fencing shall not block any extensions of right-of-way easements or non-motorized bike or pedestrian paths that extend through to public lands.
 - vii. **Pet Restraints:** The project is subject to leash requirements intended to minimize impacts on important deer habitat. The leash requirements obligate owners to ensure that pets are leashed or restrained with fencing at all times when out of doors. Dog enclosures must be designed so as to prevent the dog(s) from straying onto public land or adjacent properties. Pet fencing shall be within the confines of the fenced area allowed in this section (i.e., the maximum fenced area, and any associated pet fencing, shall not exceed 20% of the land inside the allowed disturbance area on each lot), and constructed with materials allowed in this section. Such fencing shall incorporate a wire mesh into the 3 wood rails allowed in §V.D.h (iv) above.
- j. **Energy & Water Conservation:** Energy conservation features shall conform to current building code standards.
- k. **Solar systems:** Solar systems are strongly encouraged and shall comply with the following standards and/or current building code requirements:
 - i. Solar PVC systems are encouraged to be fully integrated into the roof system
 - ii. Solar panels shall not extend more than 5" above the roof line.

- iii. Conduit and wiring shall be screened from view or painted to blend with the roofing material.
- iv. Any inverter boxes shall be screened from view or painted to blend with roofing materials.
- i. **Deer Protection:** Parcel grading operations, structural foundation work, framing work and similar heavy construction activities shall be restricted to the period between May 15 and October 1 to minimize disturbance to migrating and wintering deer.
- m. **Biological Resource Protection:** Domestic animals shall at all times when outdoors be restrained with fencing or leashes and kept under owner control. Under no circumstances shall domestic animals be allowed to roam freely.
- n. **Waste Management:** The Covenants, Conditions and Restrictions (CC&Rs) shall provide information about waste management and disposal.
- o. **Best Management Practices (BMPs):** BMPs shall be utilized in the construction of each individual home site to minimize or prevent erosion, sedimentation, and contamination. BMPs shall comply with the special conditions outlined in §5.3 of the Rock Creek Ranch Draft EIR³ and shall also include: (1) short-term storage of all construction wastes areas outside the path of storm flows and disposal at a permitted transfer station or landfill; (2) minimizing the footprint of construction zones and prompt installation of erosion controls; (3) stabilizing disturbed soils with landscaping, paving or reseeding to reduce or eliminate the risk of further erosion; (4) perimeter drainage controls to direct runoff around disturbed construction areas; (5) internal erosion controls to allow direct percolation of sediment-laden waters on the construction site; and (6) regular inspection and maintenance of all equipment used during construction.

V.E LANDSCAPING AND SCREENING

It is intended that all landscaping within Rock Creek Ranch will maintain a sense of visual continuity with surrounding lands and properties. The following standards and requirements shall apply:

- a. **Plant Materials:** Landscaping within Rock Creek Ranch shall consist solely of plant materials that are native to the Mono County region and have value to native wildlife, and non-native species that are compatible with native plant materials, have low propagation characteristics, are drought tolerant, and are not invasive.
- b. **Landscape Irrigation:** Permanent irrigation on residential lots shall be limited to a maximum 15% of lot area, except that the irrigated landscape area may not exceed or extend outside of the allowed disturbance area on any lot. Water conserving irrigation systems are required on all residential lots to minimize irrigation water demand.
- c. **Landscape Maintenance:** All landscaping shall be maintained in a neat, clean, and healthy condition.
- d. **Landscape Plan:** As part of building permit review, each individual residential lot application shall be accompanied by a landscaping plan that demonstrates compliance with regulations in this Specific Plan. Invasive species shall be prohibited within any portion of Rock Creek Ranch.
- f. **Protections for Native Vegetation:** Property owners shall be prohibited from clearing native vegetation except as shown on the approved landscape plan submitted for each lot, subject to current laws and regulations concerning fire safety and habitat protection.

V.F BUILDING MATERIALS AND COLORS

The following standards for building materials and colors within Rock Creek Ranch are intended to ensure a community that maintains an overall desirable appeal and visual continuity with surrounding lands and properties. The guidelines set forth below are not intended to discourage creativity or personal taste, but rather to protect the overall integrity of the community and individual owner's investments. Deviations from the standards contained herein must be approved by the local Home Owners' Association.

- a. **Roofs:** Roofs must meet county fire codes and must be made of non-reflective material except where using fully integrated solar roofing. Acceptable roofing types include Comp Shingle, corrugated metal (dark or rust), Dark Tile, slate and shake if fireproof. Other types of roof must be approved by the Rock Creek Ranch Homeowners Association (HOA). Sky lighting is acceptable if integrated into the roof. Solar panels that rise more than 5 inches above the roof

³ Measures in §5.3 require (a) that construction activities be restricted to the period between May 15 and October 1 (to minimize disturbance to deer); (b) areas disturbed during construction shall be revegetated with native species in order to establish deer habitat as soon as possible following construction, and revegetation of disturbed areas shall require the use of native seeds, native plants grown from seeds or seedlings obtained from local native stock. Revegetated areas shall be monitored for a period of five years to ensure the success of the planting and shall be replanted if necessary; and (c) dogs belonging to individuals involved in construction activities shall be prohibited in the project area during construction phases.

plane are not acceptable.

- b. **Driveways:** All driveways shall be paved with materials that are typical to the area, such as concrete, pavers, asphalt, brick and stone. Use of 'turf stone' and/or other runoff-reducing materials is encouraged.
- c. **Siding:** All siding materials shall meet current fire and building codes. Wood, engineered composite wood (i.e. Hardi), shake, shingle, log, timber, stone, brick, and steel (i.e. rusted corrugated metal) are all examples of allowable type siding. Vinyl, lapboard, and other siding with seams are not acceptable. Stucco should be limited to 25% of the total siding.
- d. **Home styles:** Homes must be built of conventional wood and/or steel methods including log or timber. Mountain, ranch and craftsman style architecture is encouraged as well as use of environmentally "green" materials and concepts (i.e., passive solar and water conservation techniques). This section outlines the basic architectural guidelines to be enforced by the HOA. Colors or color patterns not found appropriate by a majority of the home owners is subject to change at the cost of the owner. The CC&Rs will provide a more complete set of guidelines.
- e. **Color Themes:** CC&Rs for this project will limit the color palette of future homes to natural tones that will be compatible with native soil and plant materials on the site. The primary colors should include earth tones such as Greens, Browns, Tans, Brownish Reds, Dark Grays, natural woods, natural stains and other colors that are compatible and blend with the natural surroundings. Natural and wood-colored stains are acceptable. Deviations from these guidelines shall be submitted to HOA for approval. Similarly, bright colors and reflective materials are not acceptable without HOA approval.

V.G LIGHTING STANDARDS

All outdoor lighting within the Rock Creek Ranch project shall comply with requirements set forth in Chapter 23 of the Mono County Code, the Dark Sky Ordinance.

V.H OPEN SPACE DEVELOPMENT STANDARDS

- a. **Open Space Acreage:** Open space requirements shall be met through the open space on each private lot, and common access to the Lower Rock Creek area as provided through trail easements.
- b. **Fencing:** Fencing shall be prohibited in any open space area (but not including the water facilities, which may be fenced subject to provisions of Specific Plan §V.I.2.c(iii)).
- c. **Landscaping:** Plant materials in the open space areas shall be limited to existing native plants. Where replanting is necessary due to disturbance during construction, the landscaping shall be limited to plant materials that are native to the Mono County region and have value to native wildlife.
- d. **Lighting:** Lighting shall be prohibited in the open space areas (but not including the water facilities, which may have lighting as allowed in Specific Plan §V.I.2.c(ii)).
- e. **Off-Highway Vehicle (OHV) Use:** OHVs shall be permitted subject to the CC&Rs, areas except that OHVs used for maintenance, emergency or public safety purposes shall be permitted.
- f. **Habitat Protection Guidelines:** The CC&Rs shall contain information on project habitat values and habitat protection as a means to educate homeowners and safeguard native resources.
- g. **Open Space:** The CC&Rs shall contain information to inform residents of the nature and extent of natural hazards in the project area, and ways to minimize the associated public health risks.

V.I INFRASTRUCTURE DEVELOPMENT STANDARDS

V.I.1 Access and Transportation

- a. **Street Standards**
 - i. All interior roads in Rock Creek Ranch shall be offered for dedicated to the county, paved, privately maintained and improved to standards adequate for public safety and access; the streets shall be maintained as private streets if the county does not accept the offer of road dedication.
 - ii. Appropriate dedications for rights-of-way and/or easements shall be required on the Subdivision Map for project streets, utilities, drainage, snow storage, etc., in conjunction with the project phases.
 - iii. Private roads shall meet or exceed minimum Fire Safe Standards and shall provide for an appropriate maintenance entity, such as the HOA or a community services district, prior to recordation of a Subdivision Map.
 - iv. The interior street serving Rock Creek Ranch shall have a minimum overall right-of-way of 30 feet.

- v. Two travel lanes shall be provided, with one lane for each travel direction. Each of the two lanes shall have a minimum paved width of 12 feet.
- vi. Access points, street crossings, stop signs, barrier posts, and other signs, markings, and measures shall be installed as appropriate to enhance safety.
- vii. A five-foot wide easement for snow storage shall be provided alongside each lane of the primary internal roadway.
- viii. The primary interior street serving Rock Creek Ranch shall have one public access onto Lower Rock Creek Road.
- ix. A secondary emergency access may be provided across public lands upon approval by the appropriate agency.
- x. Interior slopes on the primary access road shall not exceed a maximum grade of 15.0%.

b. Parking Standards

- i. All parking shall be provided in accordance with Mono County General Plan requirements.
- ii. On-street parking shall be prohibited.
- ii. Driveways shall be paved and designed to minimize grades so that year-round access is assured and on-street parking avoided.
- iii. Each lot owners shall be encouraged to store any and all RV units, boats, trailers, ATVs, snowmobiles and similar items in a fully-enclosed structure that is integrated with the residential structure, or in an attached parking structure that conforms to the design of the primary residence.

c. Signage Standards: Sign standards for the internal road serving Rock Creek Ranch shall be the same as required for rural residential roads, except that the following additional provisions shall also apply:

- i. To minimize direct mortality impacts to deer from vehicle collisions, signs shall be posted along roads within the project area warning drivers of the presence of deer.
- ii. A 25-mile per hour speed limit shall be established on residential streets in the proposed project.
- iii. To warn motorists of potential traffic exiting out of the project access road, a 'W2-2' side street warning sign shall be installed approximately 180 feet in advance of the access road for each traffic direction of Lower Rock Ck. Rd.

V.I.2 Rock Creek Ranch Water Facilities

The following water facility development, management and operation standards shall apply:

a. HOA Water Service

- i. An independent community water service shall be created by the owners of lots within Rock Creek Ranch. The water service so provided shall be responsible for compliance with all applicable requirements of the County and State agencies, including any requirements pertaining to inspection and testing of the water treatment and delivery system, filing of reports with the Mono County Health Dept. and/or any other pertinent approvals granted by County or State agencies, and compliance with all updated conditions of approval for the Rock Creek Ranch Amendment #2 project. Rock Creek Ranch lot owners shall be solely responsible for payment of all maintenance, operating, inspection and reporting costs. In brief, the project water system is a 'State Small system' and as such is required to (a) submit to the local health officer a technical report that fully describes the water system and management program;⁴ (b) sample once for fluoride, iron, manganese, chlorides, total dissolved solids and inorganics; annually for nitrates; and quarterly for bacteriological analysis and (c) provide a notice to customers informing them of 'small water system' requirements and all contact information.⁵ Because the system is not a

⁴ Calif. Code of Regulations (CCR) Article 3, §64211(b) A state small water system shall submit a technical report to the local health officer as part of the permit application. The report shall describe the proposed or existing system as follows: service area, distribution system including storage and pumping facilities, the water source including source capacity, water quality, and any water treatment facilities. The report shall identify the owner of the system and the party responsible for day to day operation of the system. The report shall include a plan for notification of those served by the system under emergency conditions. The report shall describe the operating plan for the system and shall specify how the responsible party will respond to failure of major system components.

⁵ CCR code Article 3, §64211 (d) A state small water system shall provide the following notice to the consumers served by the state small water system: "The domestic water supply for this area is provided by a state small water system. State regulatory requirements for operation of a state small water system are less extensive than requirements for larger public water systems. If you have questions concerning your water supply, you should contact [insert (1) name of water system, (2) name of responsible person, & (3) telephone #] or your local health department." This notice shall be by direct delivery on an annual basis or by continuous posting at a central location within the area served by the state small water system.

'Public Water System' it will not be required to provide treatment for arsenic; however, any MCL exceedance will require public notification.⁶

- ii. The independent community water service shall be the responsible entity in the event remedial actions are required for any aspect of the water production, storage, treatment, or distribution facilities. All remedial activities shall be undertaken in a timely manner as determined by the Mono County Health Department. Rock Creek Ranch lot owners shall be solely responsible for the payment of all remedial actions.
- iii. Toxic materials used in water treatment, storage or delivery (if any) shall comply with all relevant laws and regulations governing use, storage and disposal.
- iv. Individual water production wells shall be prohibited in Rock Creek Ranch.

c. Design Standards:

- i. Water production, storage and delivery facilities shall be concealed from view through underground construction, berms and use of materials that conform to the architectural standards and colors outlined in this Specific Plan. The colors used shall be taken from the darkest colors of the surrounding landscape.
- ii. Lighting at the water production and storage facilities shall be limited to motion sensor lighting as required for security.
- iii. Fencing at the water production and storage facilities shall conform to the development standards in Specific Plan §V.D.h and shall be architecturally compatible with the residential area, consistent with requirements for public safety and security.
- iv. The project shall have an intertie point with Lower Rock Creek Mutual Water Company, located in the vicinity of the existing LRCMWC storage tank, if and as determined in consultation with the Paradise Fire Protection District.

V.I.3 Drainage Facility Development Standards

- a. **Standards:** All interior streets shall be constructed with a minimum three-foot wide rock-lined roadside and shall include culverts fitted with flared end sections, drop inlets, and other drainage structures as necessary to collect and convey storm waters generated by the 20-year event.
- b. **Discharges:** Storm water quantities exceeding predevelopment levels shall be retained on-site. The off-site discharge of any pre-development flow quantities shall be routed through a sediment basin prior to discharge.
- c. **Management:** All drainage facilities shall be managed and maintained by a private maintenance entity such as the HOA.

V.I.4 Solid Waste Disposal Development Standards

- a. **Standards:** The project CC&Rs shall include a provision that any commercial waste disposal receptacles provided for long-term residential use (i.e., rather than one-time construction use) shall be stored in bear-proof bins enclosed within a three-sided enclosure equipped with a gate (to provide visual screening). Structure design and construction materials shall conform to standards established by this Specific Plan and shall be approved by the HOA.

⁶ CCR, Title 17 & Title 22, Ch. 14, Water Permits, Article 3(a), State Small Water Systems: "No person shall operate a State Small Water System unless a permit to operate the system has been issued by the local health officer. Within 30 calendar days of receipt of an application for a permit, the local health officer shall inform the applicant in writing that the application is either complete & accepted for filing or that it is deficient and what specific information or documentation is required to complete the application." §64212, Bacteriological Quality Monitoring (a): "Each water supplier operating a small state water system shall collect a minimum of one routine sample from the distribution system at least once every three months." Per §64252, Primacy Delegation Application subsection (a)(2), "surveys shall be repeated every 5 years." Article 4, Primary Standards-Inorganic Chemicals §64431 – Maximum Contaminant Levels (MCLs)-Inorganic Chemicals sets forth standards for applicable chemicals which on Rock Creek Ranch include Arsenic (MCL of 0.011 milligrams per liter [mg/l]), Nitrate as NO₃ (MCL of 45 mg/l), and perchlorate (MCL of 0.006 mg/l). §64432-Monitoring and Compliance-Inorganic Chemicals subsection (a) requires: "All public water systems shall monitor to determine compliance with the nitrate and nitrite MCLs...All community and nontransient-noncommunity water systems shall also monitor to determine compliance with the other MCLs...Monitoring shall be conducted in the year designated by the Department of each compliance period beginning with the compliance period starting January 1, 1993." Subsection (c)(1) requires: "All systems monitoring at distribution entry points which have combined surface and groundwater sources shall monitor annually." Subsection (c)(2) requires, "Quarterly samples shall be collected and analyzed for any chemical if analysis of such samples indicates a continuous or persistent trend toward higher levels of that chemical based on an evaluation of previous data."

V.I.5 Additional Provisions

- a. **Best Management Practices (BMPs):** BMPs shall be utilized throughout the construction of project infrastructure to minimize or prevent erosion, sedimentation, and contamination. BMPs shall comply with the special conditions outlined in Draft EIR §5.3,⁷ and shall also include: (1) short-term storage of all construction wastes areas outside the path of storm flows and disposal at a permitted transfer station or landfill; (2) minimizing the footprint of construction zones and prompt installation of erosion controls; (3) stabilizing disturbed soils with landscaping, paving or reseeding to reduce or eliminate the risk of further erosion; (4) perimeter drainage controls to direct runoff around disturbed construction areas; (5) internal erosion controls to allow direct percolation of sediment-laden waters on the construction site; and (6) bid specifications that require regular inspection and maintenance of all equipment used during construction.
- b. **CC&R Notification of Homeowner Responsibilities:** The project CC&Rs shall notify Rock Creek Ranch residents and potential buyers of all Homeowners' Association responsibilities pertaining to funding, operation, maintenance and reporting of shared project facilities. Such obligations shall include, at a minimum, sole long-term responsibility for all funding, operation, maintenance and reporting obligations associated with the water service system, drainage improvements, snow clearing and storage, the private interior road, any trails and paths, the septic system, onsite fire prevention activities including maintenance of a fuel break and fuel loading reduction program, and all similar and related project improvements and facilities.

VI. ROCK CREEK RANCH EASEMENTS

The following easements have been recorded on the project site prior to development of Rock Creek Ranch and may affect all or part of the property:

VI.A SOUTHERN CALIFORNIA EDISON COMPANY (SCE)

- An easement for existing underground or aerial electric and communication lines to SCE per 101/172 O.R.

VI.B LOWER ROCK CREEK MUTUAL WATER COMPANY

- An easement for water pipelines and incidental purposes, reservoir, and pumping plant system to Lower Rock Creek Mutual Water Company per 107/16 O.R.
- An easement for water pipelines, reservoir, and pumping plant system to LRCMWC per 199/325 O.R.
- An easement for water tank to Lower Rock Creek Mutual Water Company per 285/585 O.R.
- An easement for construction, operation and maintenance of a waterline, well and equipment, and access thereto, to Lower Rock Creek Mutual Water Company per 706/127 O.R.
- An easement for construction, operation and maintenance of a waterline, well and equipment, and access thereto, to Lower Rock Creek Mutual Water Company per 706/129 O.R.
- An easement for construction, operation and maintenance of a waterline, well and equipment, and access thereto, to Lower Rock Creek Mutual Water Company per Inst. #2003004318.

VII. OTHER PROVISIONS

VII.A ELECTRICITY

SCE provides electricity to the project region. Onsite power lines will be placed below-grade.

VII.B PROPANE TANKS

Gas service to Rock Creek Ranch lots shall be served through individual propane tanks.

⁷ Measures in §5.3 require (a) that construction activities be restricted to the period between May 15 and October 1 (to minimize disturbance to deer); (b) areas disturbed during construction shall be revegetated with native species in order to establish deer habitat as soon as possible following construction, and revegetation of disturbed areas shall require the use of native seeds, native plants grown from seeds or seedlings obtained from local native stock. Revegetated areas shall be monitored for a period of five years to ensure the success of the project and shall be replanted if necessary; and (c) dogs belonging to individuals involved in construction activities shall be prohibited in the project area during construction phases.

- a. **Location:** Each propane tank shall be located in accordance with county regulations and screened from off-site view by approved vegetation or fencing. Fuel distribution lines shall be constructed underground.
- b. **Maintenance:** Propane tanks shall be maintained by the propane provider; no easement will be required.
- c. **Screening:** The project CC&Rs shall include a provision that any individual propane tank shall be screened from view from any abutting lot, street or highway.
- d. **Design and Construction:** The design and construction materials of such screening shall conform to Fire Department standards for public safety as well as the standards established by this Specific Plan, and shall be approved by the HOA.

VII.C SCREENING OF MECHANICAL AND ELECTRICAL EQUIPMENT

Excepting solar panels, exterior components of plumbing, processing, heating, cooling and ventilation systems, and transformers shall not be visible from any abutting lot, street or highway.

VII.D ANTENNAS

With the exception of individual TV satellite antennas (which are exempt), dishes, transmitters and antennas shall be allowed subject to approval of the Rock Creek Ranch HOA. Where permitted, such features shall be placed within the height limits described above, and shall be wholly screened from view by architecturally compatible landscaped berms, plantings, walls, solid fencing, or a combination of these materials.

VII.E TOXIC MATERIALS

Except as otherwise provided in this Specific Plan, no toxic materials handling shall be permitted within Rock Creek Ranch except for small quantities of domestic products that are available in retail outlets. Such permitted uses shall comply with all relevant laws and regulations governing use, storage and disposal.

VII.F WOOD-BURNING APPLIANCES

Residents, tenants and owners shall be prohibited through deeds of sale and/or lease agreements from installing wood-burning appliances (including fireplaces) that do not comply with current standards for control of particulate emissions.

VII.G STRUCTURAL FIRE PROTECTION

All structures in Rock Creek Ranch shall comply with current requirements of the Paradise Fire Protection District for structural fire protection.

VII.H SIGN STANDARDS

Unless otherwise noted herein, all sign provisions in Rock Creek Ranch, including permitted and prohibited signage, shall be governed by provisions in General Plan Land Use Element Chapter 7 (page II-327).

VIII. IMPLEMENTING REGULATIONS AND ORDINANCES

VIII.A CAPITAL IMPROVEMENT PLAN

Project improvement costs, exclusive of land acquisition, are estimated by the project applicant to be \$1,729,623 (in 2014 dollars). Cost components include \$205,000 for earthwork and erosion control, \$270,720 for paving, \$155,000 for drainage improvements, \$573,300 for water improvements, \$300,000 for underground utilities, and a 15% contingency reserve of \$225,603. Private financing will cover the cost of most project improvements.

VIII.B FEES AND FINANCING MEASURES

CGC §65456 allows a legislative body to impose a charge on persons seeking approvals required to be consistent with an adopted specific plan. Consistent with this provision, Mono County has adopted a fee schedule for processing and review of Specific Plan documents. All required fees have been paid. All capital improvements and project elements will be privately financed. No public funds will be used in planning, construction, operation or maintenance of any Rock Creek Ranch improvements or facilities.

VIII.C PHASING PLAN

All road and infrastructure improvements for Rock Creek Ranch are to be constructed in a single phase; these shall include grading and paving of roads and water improvements including associated open space improvements. Residential lot grading and building improvements will be the responsibility of future lot owners and phased in accordance with lot sales and the plans of individual buyers.

IX. SPECIFIC PLAN AMENDMENT PROCEDURES

IX.A MAJOR AMENDMENTS

The process of amending a specific plan is generally the same as that for amending a General Plan. Accordingly, the county or the owner or owners of any single lot or lots within Rock Creek Ranch may initiate an amendment to this Specific Plan. Major Amendments must be approved by the Planning Commission and the Board of Supervisors, and must follow the procedures outlined below.

- a. The amendment shall be in accordance with CGC §65500-65507, and Mono County Code §19.46.
- b. The amendment shall be in compliance with CEQA requirements.
- c. Modifications to the subdivision plan after approval of Tentative Tract Map #37-56 shall be in accordance with the California Subdivision Map Act and Mono County procedures for implementation of the Map Act.

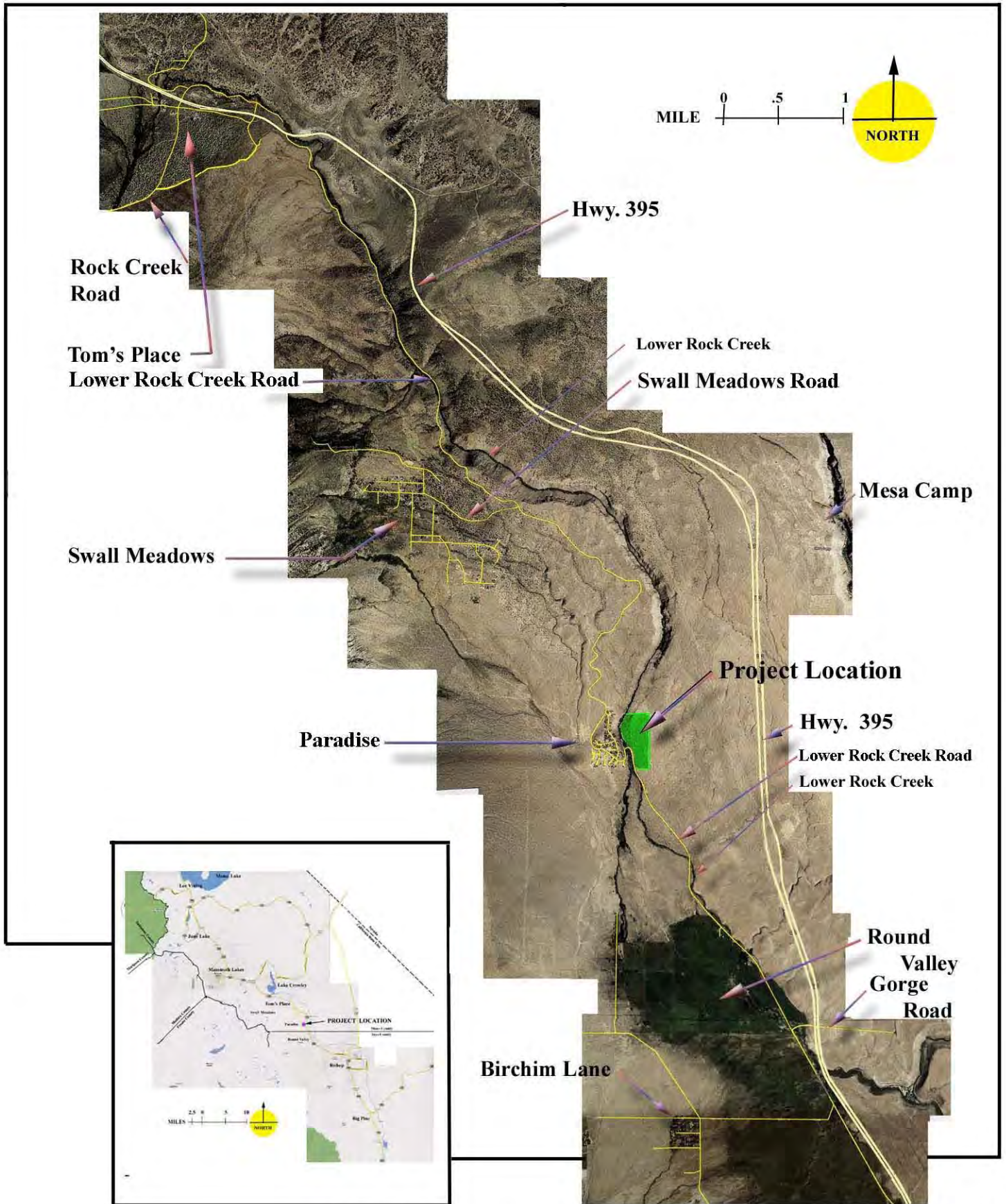
IX.B MINOR MODIFICATIONS

Minor modifications to the Specific Plan may be approved by the Community Development Director. Minor modifications may include changes in architectural colors or details, minor modifications to the street layout or public facility improvements, minor changes to utility placement or layout, minor changes to trail placement, as well as minor modifications to the subdivision plan (such as lot line adjustments and divisions) and other similar changes. Minor modifications to the subdivision plan, such as lot line adjustments and divisions, shall not require an amendment to this Specific Plan provided the Mono County Planning Director finds the modification is consistent with the general nature and intent of this Plan.

X. SPECIFIC PLAN ENFORCEMENT

X.A SUBDIVISION REQUIRED

No development of the property shall occur, nor shall any permit related to such development (e.g., building permit, grading permit) be issued unless and until the property is subdivided in accordance with this Specific Plan.



Regional Location Map

Local Vicinity Map

ROCK CREEK RANCH EIR

EXHIBIT 3-2



BAUER PLANNING & ENVIRONMENTAL SERVICES, INC.



Project Location and Environs Map



BAUER PLANNING & ENVIRONMENTAL SERVICES, INC.

ROCK CREEK RANCH EIR

EXHIBIT 3-3

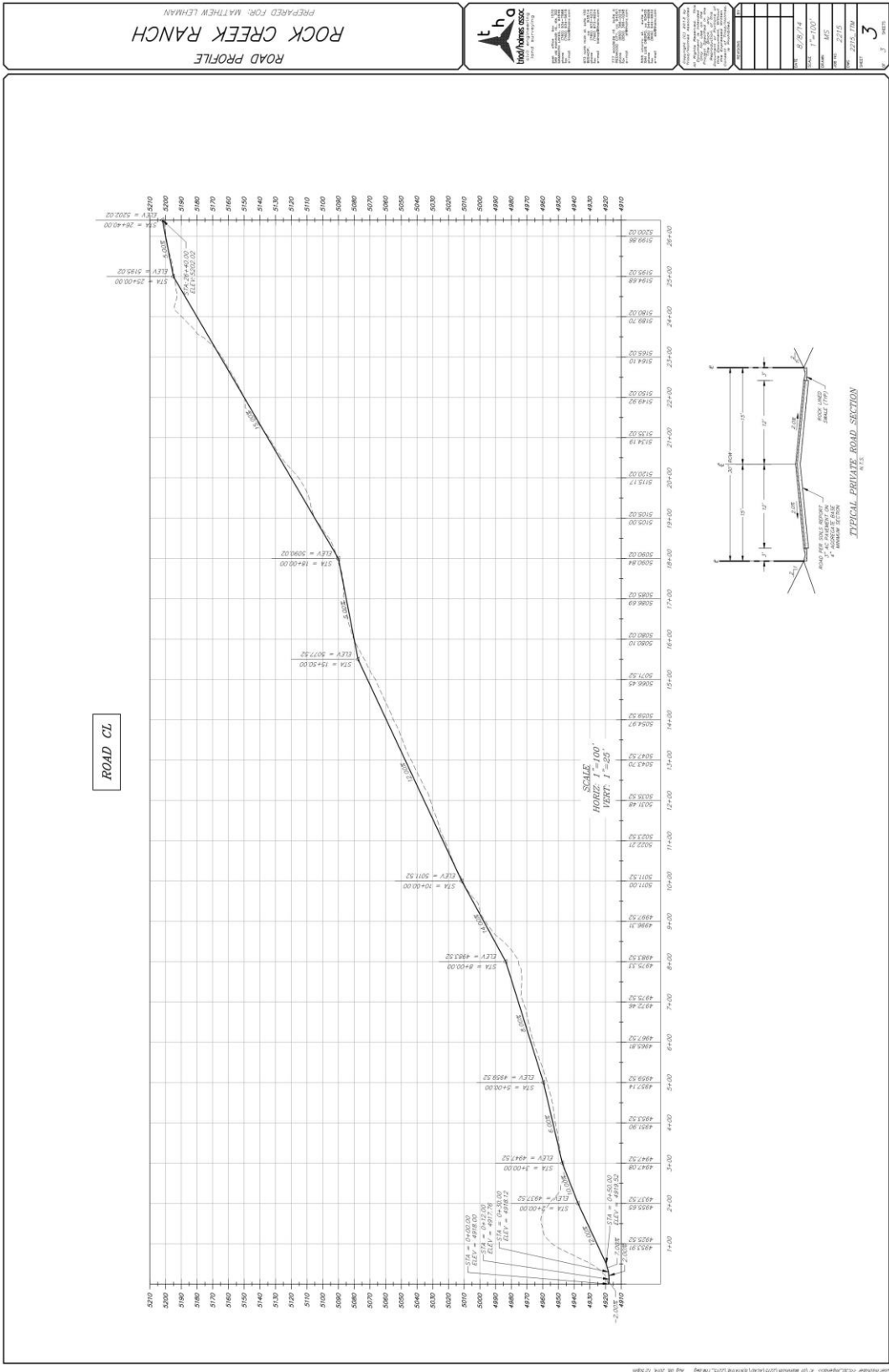


EXHIBIT 3-6: INTERNAL ACCESS ROAD PROFILE



TTM 37-56 / Rock Creek Ranch
REVISED CONDITIONS OF APPROVAL

Uniformly Applied Development Standards and Policies

1. Future residential development shall meet the requirements of the Mono County General Plan.
 - a. Generally associated with future development. Requires monitoring over a period of time. Must be satisfied prior to issuance of a building permit and/or certificate of occupancy.
 - b. Community Development Department
 - c. Applicant/Property Owner
 - d. Design

2. All wood-burning appliances installed in the project shall be Phase II EPA certified, in conformance with the Mono County General Plan (Conservation/Open Space Element, Public Health and Safety policies, Objective A, Action 6.1).
 - a. Generally associated with future development. Requires monitoring over a period of time.
 - b. Community Development Department/Environmental Health
 - c. Applicant/Property Owner
 - d. Design

3. The project proponent shall stop work and notify appropriate agencies and officials if archaeological evidence is encountered during earthwork activities. Additionally, future residential construction/development shall require the contractor/owner to stop work and notify appropriate agencies and officials if archaeological evidence is encountered during earthwork activities. No disturbance of an archaeological site shall be permitted until such time as the applicant hires a qualified consultant, and an appropriate report filed with the County Planning Division identifies acceptable site mitigation measures.
 - a. Generally associated with future development but may occur anytime while construction is in progress. Requires monitoring over a period of time.
 - b. Community Development Department
 - c. Applicant/Property Owner
 - d. Design/Ongoing

4. Construction shall be limited to daylight hours (or the hours allowed by Mono County Code 13.08.290, whichever is more restrictive) in accordance with Mono County Code Chapter 10.16 (Noise Regulation) in order to minimize impacts to nocturnal resident wildlife species, such as mule deer. ~~Also refer to Conditions of Approval #32, #37, #38, #55, #59, #60, #61, and #62.~~
 - a. Requires monitoring over a period of time, usually linked to future development associated with approval of residential construction.
 - b. Community Development Department
 - c. Applicant/Property Owner
 - d. Design/Ongoing

5. Noise levels during construction shall be kept to a minimum by equipping all on-site equipment with noise-attenuation devices and by compliance with all requirements of Mono County Code Chapter 10.16 (Noise Regulation).
 - a. Requires monitoring over a period of time, usually linked to future development associated with approval of residential construction.
 - b. Community Development Department
 - c. Applicant/Property Owner
 - d. Design/Ongoing

6. During all phases of construction, erosion-control measures shall be applied to disturbed areas and shall include the use of Best Management Practices such as placement of fiber blankets, fiber rolls, filter fencing, or similar materials. Removed topsoil shall be stockpiled and replaced over disturbed areas at, or prior to, the completion of construction. Redistribution of topsoil and revegetation of disturbed areas shall occur as soon as practical following construction and the use of stabilization material or landscaping shall be required to reduce impacts related to erosion. Use of native seed and/or native plants grown from seeds or seedlings obtained from local native stock (or native-compatible seed and/or plants) is required. Revegetated areas shall be irrigated as necessary to establish the plants. ~~[Also refer to Conditions of Approval #8, #49, #63 and #68].~~
 - a. Requires monitoring over time; usually linked to future development associated with approved residential construction.
 - b. Department of Public Works
 - c. Applicant
 - d. Design / Ongoing

7. Construction material (rock, debris, etc.) that is not utilized as fill material in the construction of improvements shall be removed to a permitted disposal site or other site approved by the Department of Public Works. All material proposed for fill shall be approved by a geotechnical engineer prior to placement in the project.
 - a. Must be made part of the subdivision improvement plans approved for the project.
 - b. Department of Public Works
 - c. Applicant
 - d. Design

8. The applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) with BMPs and submit a Notice of Intent (NOI) to the Lahontan Regional Water Quality Control Board in compliance with provisions of the State Water Resources Control Board's Storm Water NPDES Permit for Construction Activities. The project shall comply with the Lahontan Basin Project Guidelines for Erosion Control. The developer shall furnish approved copies of the SWPPP and NOI to the Department of Public Works and shall consult with all responsible State and federal agencies prior to its issuance of a grading permit for construction of subdivision improvements. ~~[Also refer to Conditions of Approval #6, #49 and #68].~~
 - a. Must be satisfied prior to approval of the final map or as otherwise noted above.
 - b. Department of Public Works
 - c. Applicant
 - d. Design

9. For all phases of the subdivision and parcel development, controls shall be instituted to reduce the impact of dust. Such controls shall include watering and mulching of disturbed areas, or any other approved methods. Initiation of revegetation efforts should commence as soon as practical after construction. ~~[Also refer to Condition of Approval #71].~~
 - a. Requires monitoring over a period of time, usually linked to future development associated with approval of residential construction.
 - b. Community Development Department/ Department of Public Works
 - c. Applicant/Property Owner
 - d. Design/Ongoing

10. Grading permits shall be required as specified in Mono County Code Section 13.08.030 et seq. Activities requiring a grading permit include, but are not limited to, land-clearing/grading activities that will clear more than 10,000 square feet or require any cuts greater than 4 feet or fill greater than 3 feet. Construction requiring more than 200 cubic yards of cut or fill will also require a grading permit. [Also refer to Condition of Approval #11].
 - a. Requires monitoring over a period of time, usually linked to future development associated with approval of grading, driveway and/or road improvements, and residential construction.
 - b. Department of Public Works
 - c. Applicant/Property Owner

d. Design/Ongoing

11. Drainage and erosion-control plans shall be required of future residential construction involving more than 5,000 square feet of pad area disturbed, including secondary or accessory structures on any one parcel, at any one time. Drainage and erosion-control plans shall also be required for future residential construction that cumulatively exceeds 10,000 square feet. If plans are required, they will be developed with the individual project applicant with review concurrence by the Mono County Public Works and Planning Department. ~~{Also refer to Conditions of Approval #6, #8, #11, #12 and #49}.~~
 - a. Requires monitoring over a period of time, usually linked to future development.
 - b. Community Development Department/and applicable federal and/or state agency
 - c. Applicant/Property Owner
 - d. Design/Ongoing

12. A drainage plan for the project shall be submitted prior to the approval of the Tract Map. The drainage plan shall include drainage easements, retention basins, as necessary, designed in conformance with the requirements of the Lahontan Regional Water Quality Control Board. ~~{Also refer to Conditions of Approval #6, #8, #11, #49 and #68}.~~
 - a. Must be satisfied prior to approval of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design

13. The project proponents shall provide the Mono County Department of Public Works with a "will serve" letter from the Liquefied Petroleum Gas service provider indicating that the project complies with their requirements and that they will provide service to the proposed parcels. When and if used, Liquefied Petroleum Gas shall be installed according to all applicable codes and Mono County Code. There shall be a standardized shutoff location for emergency use established for each parcel.
 - a. Must be satisfied prior to issuance of a building permit and/or certificate of occupancy. [Note: Requires monitoring over a period of time, and is generally associated with future development.
 - b. Department of Public Works
 - c. Applicant/Property Owner
 - d. Design

14. All outdoor lighting shall comply with all applicable provisions of the Mono County General Plan Chapter 23 Dark Sky Regulations. ~~{Also refer to Conditions of Approval #59 and #79}.~~
 - a. Generally associated with future development. [Note: Requires monitoring over a period of time. Must be satisfied prior to issuance of a building permit and/or certificate of occupancy.]
 - b. Community Development Department
 - c. Applicant/Property Owner
 - d. Design

15. All utilities (e.g. electricity, telephone, communications conduit, etc.) shall be extended to each parcel. With the exception of telecommunication towers, all new on-site utility extensions shall be installed underground and shall be constructed in a manner so as to allow the installation of additional communications infrastructure through existing conduits. All service connections shall be placed such that the proposed roadway will not have to be cut up for service connections to future residences. SCE shall provide a tentative plan of service as to electrical and telephone service being provided and there shall be a standardized electrical shutoff location for emergency use established for each parcel.
 - a. Must be satisfied prior to approval of final map or bonded for.
 - b. Department of Public Works
 - c. Applicant
 - d. Design

16. The developer shall provide necessary easements for existing and proposed utility service within the subdivision. All existing easements shall be shown on the final map. ~~[Also refer to Conditions of Approval #12, #17, #20, #23, #28, #30, #31, #36, #40, #41, and #54].~~
 - a. Must be satisfied prior to approval of final map.
 - b. Department of Public Works / Environmental Health
 - c. Applicant
 - d. Design

17. The project proponent shall confer with local postal authorities to determine requirements for locations of cluster mailboxes. The applicant shall provide a letter from the postal authorities stating their satisfaction with road names and box locations in the development, or a release from the necessity of providing cluster mailboxes. If clustering or special locations are specified, easements, concrete bases or other mapped provisions shall be included in the development area.
 - a. Must be satisfied prior to approval of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design

18. An air quality permit shall be obtained from the Great Basin Unified Air Pollution Control District for subdivision improvements. The developer shall provide a copy of the permit to the Department of Public Works prior to its issuance of a grading permit for construction of subdivision improvements. ~~[Also refer to Conditions of Approval #71 through #74].~~
 - a. Must be satisfied prior to approval of final map or as otherwise noted above.
 - b. Community Development Department
 - c. Applicant
 - d. Design

19. The project, as well as future development, shall comply with California State Fire Codes as well as with the Mono County Fire-Safe Regulations (Mono County General Plan, Land Use Element, Section VI, Land Development Regulations, Chapter 22) pertaining to emergency access, signing and building numbering, emergency water supplies and vegetation modification. ~~[Also refer to Conditions of Approval #24, #35, #57, #62, #65, #66, #67 and #69].~~
 - a. Requires monitoring over time; usually linked to future development associated with approved residential construction. Must be satisfied prior to issuance of a building permit and/or certificate of occupancy.
 - b. Community Development Department
 - c. Applicant / Property Owner
 - d. Design / Ongoing

20. All dedications, easements and improvements proposed to be furnished by this Tentative Tract Map including road, drainage, utility and offsite easements and improvements must be in place, or a subdivision agreement and security guarantee fully executed, prior to recordation of the Final Map. ~~[Also refer to Conditions of Approval #12, #16, #17, #22, #23, #28, #30, #31, #36, #40, #41, and #54].~~
 - a. Must be satisfied prior to approval of final map.
 - b. Public Works
 - c. Applicant
 - d. Design

21. The subdivider shall construct improved roads within the subdivision in accordance with the County Road Improvement Standards for a Typical Section for a Rural Subdivision (Plate No. 8 Typical Section Rural Subdivision--Mono County Road Improvement Standards, 1981). All road improvement costs, including design, plans and specifications, permitting, testing, inspections, and any related reports shall be the

responsibility of the subdivider. Engineered plans, specifications and cost estimates shall be submitted to the Department of Public Works for review and approval. A subdivision agreement shall be executed with the County to guarantee construction. ~~[Also refer to Conditions of Approval #10, #15, #17, #20, #22, #24, #30, #32, #33, #36, #38, #39, #40, #41, #45, #60, #67, #69, and #70].~~

- a. Must be satisfied prior to approval of final map.
- b. Department of Public Works/Paradise Fire Protection District
- c. Applicant
- d. Design

22. Condition intentionally left blank.

Project Specific Conditions

23. The Rock Creek Ranch water system shall have an on-site intertie at least two points, located in the vicinity of the LRCMWC storage tank, if and as determined in consultation with the Paradise Fire Protection District, at which an intertie can be accomplished with the existing LRCMWC system for fire flow purposes. One intertie point shall be placed in the vicinity of the existing LRCMWC water storage tank, and a second intertie point shall be extended to the western property boundary where the private project road intersects Lower Rock Creek Road. ~~[Also see Conditions of Approval #36, #64 and #67]~~

- a. Must be satisfied prior to approval of final map.
- b. Department of Public Works/Paradise Fire Protection District
- c. Applicant
- d. Design

25. Well improvements shall be undertaken in accordance with recommendations outlined in the Summary of Well Operations Domestic-Supply Water Well No. 2 prepared by Richard C. Slade, May 2007. Assurance shall be provided at the time of the final map recording that well water is adequate for domestic use in both quality and amount. ~~[Also see Conditions of Approval #46 and #51].~~

- a. Must be satisfied prior to approval of final map.
- b. Department of Public Works
- c. Applicant
- d. Design

26. The proposed project will require the installation of individual sewage disposal systems on each parcel. The applicant shall submit a soils suitability report, prepared by a registered civil engineer licensed in the state of California, supporting the suitability of soils for the installation of individual sewage disposal systems. The report shall contain, at a minimum, two percolation test results and two soil profile results for each new parcel to be created, or alternative testing that has been approved by the Mono County Environmental Health. The report shall document, to the satisfaction of the Environmental Health Department that the soil structure meets or exceeds applicable state and county standards for siting and installation of individual sewage disposal systems.

- a. Must be satisfied prior to approval of final map.
- b. Department of Public Works/Environmental Health
- c. Applicant
- d. Design

27. The siting of individual waste disposal systems shall comply with the Lahontan Regional Water Quality Control Board's (RWQCB) criteria contained in the Water Quality Control Plan for the Lahontan Region. Leach fields and septic tanks shall be sited a minimum of one hundred (100) feet from any domestic well. Leach fields shall be located a minimum of fifty (50) feet from any drainage course. Alternative systems, if necessary, shall be reviewed and approved in conformance with RWQCB's requirements.

- a. Must be satisfied prior to approval of final map.
- b. Department of Public Works/Environmental Health

- c. Applicant
 - d. Design
28. Recognizing efforts to consolidate with the LRCMWC have been unsuccessful, water service to Rock Creek Ranch shall be created by the owners of lots within Rock Creek Ranch, provided an independent mutual water company or a similar type of water provider. The water provider shall be responsible for with all applicable requirements of the County and State agencies, including any requirements pertaining to inspection and testing of the water treatment and delivery system, filing of reports with the Mono County Health Dept. and/or any other pertinent approvals granted by County or State agencies, and compliance with all updated conditions of approval for the Rock Creek Ranch Amendment #2 project. Rock Creek Ranch lot owners shall be solely responsible for payment of all maintenance, operating, inspection and reporting costs. In brief, the project water system is a 'State Small system' and as such is required to (a) submit to the local health officer a technical report that fully describes the water system and management program; (b) sample once for fluoride, iron, manganese, chlorides, total dissolved solids and inorganics; annually for nitrates; and quarterly for bacteriological analysis and (c) provide a notice to customers informing them of 'small water system' requirements and all contact information. Because the system is not a 'Public Water System' it will not be required to provide treatment for arsenic; however, any MCL exceedance will require public notification.
- ii. The independent community water service shall be the responsible entity in the event remedial actions are required for any aspect of the water production, storage, treatment, or distribution facilities. All remedial activities shall be undertaken in a timely manner as determined by the Mono County Health Department. Rock Creek Ranch lot owners shall be solely responsible for the payment of all remedial actions.
 - iii. Toxic materials used in water treatment, storage or delivery (if any) shall comply with all relevant laws and regulations governing use, storage and disposal.
 - iv. Individual water production wells shall be prohibited in Rock Creek Ranch.
 - a. Must be satisfied prior to recording of final map.
 - b. Department of Public Works/Environmental Health
 - c. Applicant
 - d. Design
29. Rock breaking and rock crushing activities, if required, shall be restricted to the portion of the site defined by lots ~~1-4, 3, 7, and 13-23~~; crushed rock piles shall be placed west of crushing operations to reduce noise propagation toward existing homes. Note: Rock work activities are subject to OSHA (Occupational Safety Hazard Association) requirements. ~~[Also refer to Condition of Approval #75].~~
- a. Requires monitoring over a period of time.
 - b. Department of Public Works
 - c. Applicant
 - d. Design/Ongoing
30. The subdivider shall convey an easement or license to the county, approved as to form by the county counsel, for access to the on-site wells for ground water monitoring purposes. All proposed easements shall be shown on the tract map. ~~[Also refer to Conditions of Approval #10, #15, #17, #20, #21, #24, #31, #32, #33, #36, #38, #39, #40, #41, #45, #60, #67, #69, and #70].~~
- a. Must be satisfied prior to approval of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design
31. Open space easements for any open space areas shall be recorded on the final maps for the project. The final map shall note that permitted land uses within the open space easements shall be limited to undisturbed natural uses and trails (for non-motorized access only, except for emergency purposes). ~~[Also refer to Conditions of Approval #10, #15, #17, #20, #24, #30, #32, #33, #36, #38, #39, #40, #41, #45, #60, #67, #69, and #70].~~
- a. Must be satisfied prior to approval of final map.
 - b. Department of Public Works
 - c. Applicant

- d. Design
32. To minimize direct mortality impacts to deer from vehicle collisions, signs shall be posted along roads within the project area warning drivers of the presence of deer. A 25-mile per hour speed limit shall be enforced on residential streets in the proposed project. ~~[Also refer to Conditions of Approval #4, #37, #38, #55, #56, #58, #59, #60, #61 and #62].~~
 - a. Requires monitoring over time.
 - b. Community Development Department/Department of Public Works
 - c. Applicant
 - d. Design/Ongoing
 33. Building envelopes shall be established and dimensioned on a supplemental sheet of the Final Tract Maps for all lots. ~~[Also refer to Conditions of Approval #38, #40 and #44]~~
 - a. Requires monitoring over time; usually linked to future development associated with approval of grading, driveway and/or road improvements, and residential construction.
 - b. Department of Public Works/Community Development Department
 - c. Applicant / Property Owner
 - d. Design / Ongoing
 34. A housing mitigation agreement shall be recorded with the county recorder and said agreement shall become a part of the recorded covenants, conditions, and restrictions (CCRs) that govern the use of the property.
 - a. Must be satisfied prior to approval of final map.
 - b. Community Development Department
 - c. Applicant
 - d. Design
 35. The project proponents shall provide the Mono County Department of Public Works with a "will serve" letter from the Paradise Fire Protection District indicating approval of the project, e.g. fire hydrants, that the project complies with the FPD's requirements and that the FPD will provide service to the proposed parcels. The developer shall also furnish documentation from the district indicating that subdivision improvements satisfactorily meet district requirements. ~~[Also refer to Conditions of Approval #19, #24, #57, #62, #65, #66, #67 and #69].~~
 - a. Must be satisfied prior to approval of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design
 36. Any improvements to access easements are to be constructed simultaneously with all other infrastructure improvements; this includes roadside paths, access pathways between lots, and paths connecting to Lower Rock Creek. Any improvements to the path that connects the LRCMWC water tanks to Rock Creek and the Rock Creek Canyon project shall be designed to avoid damage to the subsurface LRCMWC water lines in this area. ~~[Also refer to Conditions of Approval #24, #35, #57, #62, #65, #66, #67 and #69].~~
 - a. Must be satisfied prior to approval of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design
 37. Parcel grading operations, structural foundation work, framing work and similar heavy construction activities shall be restricted to the period between May 15 and October 1 to minimize disturbance to migrating and wintering deer. ~~[Also refer to Conditions of Approval #4, #32, #38, #55, #56, #59, #60, #61 and #62].~~
 - a. Must be satisfied prior to approval of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design

38. Within the CC&Rs, it shall be clearly noted that: dimensioned building site envelopes and setbacks have been delineated on each lot; new trails, roads, or other encroachments shall not be made onto surrounding public lands except with the concurrence of BLM; absent such concurrence, access shall be on existing, established routes only; and information/educational materials such as maps and signs regarding this condition and a notice informing residents of the presence of the deer migration corridor, including prohibitions on feeding wildlife or allowing pets to roam off individual lots shall be provided to lot owners at time of sale. ~~[Also refer to Conditions of Approval #33, #40 and #44].~~
- a. Must be satisfied prior to approval of final map. This information must be made part of the information given to buyers.
 - b. Department of Public Works/Community Development Department
 - c. Applicant
 - d. Design
39. All utility elements, road improvements, structures, parking, fencing, landscaping, irrigation systems, colors, materials, and other features shall be in full compliance with all applicable provisions of the Rock Creek Ranch Specific Plan 03-02, as amended. ~~[Also refer to Conditions of Approval #33, #40 and #44].~~
- a. Requires monitoring overtime.
 - b. Community Development Department
 - c. Applicant
 - d. Design/Ongoing
40. The developer shall make an offer of dedication for a 30-foot wide right of way for road, drainage and utility purposes for the access roads shown on the Tentative Tract Map. Slope Maintenance Easements dedicated to Mono County shall be noted and dimensioned on the Final map for cut and fills. ~~[Also refer to Condition of Approval #41].~~
- a. Must be satisfied prior to approval of the final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design/Ongoing
41. A 5-foot easement shall be created on each side of the primary access road for the purpose of snow storage. ~~[Also refer to Condition of Approval #40].~~
- a. Must be satisfied prior to approval of the final map.
 - b. Public Works Department
 - c. Applicant
 - d. Design/Ongoing
42. Consistent with objectives identified in the Mono County General Plan, the developer shall contribute in-lieu fees for the Paradise Transfer Station that are approximately proportional to subdivision impacts on disposal and recycling capacity at the facility. The “fair share” cost for in-lieu fees shall be \$7,100. Improvements partially funded by the developer for the Paradise Transfer Station shall be initiated by the County within five years from the date of final map recordation. Should the County fail to encumber in-lieu fees posted by the developer within that period, or should the proportional share of the actual improvements be less than \$7,100, the County shall refund the remaining amount to the developer.
- a. Must be satisfied prior to final approval of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design
43. The CC&Rs for the project shall include reasonable restrictions on the installation and orientation of solar energy systems so as to minimize reflection and glare visible from the communities of Swall Meadows and Paradise. Such restrictions shall not significantly increase the cost of the system(s) or significantly decrease their efficiency or specified performance, unless an alternative system of comparable cost, efficiency, and energy conservation benefits is allowed, in accordance with California Civil Code section 714.
- a. Must be satisfied prior to final approval of final map.
 - b. Community Development Department

- c. Applicant
- d. Design/Ongoing

44. The CC&Rs for the project shall require that domestic animals be restrained at all times through the use of leashes or within private fenced areas. Project CC&Rs shall require that pets be under owner control at all times. No domestic animals shall be allowed to roam freely. All pet enclosures shall comply with requirements of the Specific Plan including §V.B.e¹, V.D.i(iv)² and V.D.i(vii).³ ~~[Also see Conditions of Approval #58 and #62].~~

- a. Must be satisfied prior to approval of final map.
- b. Community Development Department
- c. Applicant
- d. Design/ongoing

~~45. One access point shall be created between the emergency access loop road and the offsite BLM access road. [Also refer to Condition of Approval #38].~~

- ~~a. Must be satisfied prior to approval of final map.~~
- ~~b. Community Development Department~~
- ~~c. Applicant~~
- ~~d. Design~~

456. The property owner or the Rock Creek Ranch Homeowners Association may be permitted to install a telecommunications tower/facility in the vicinity of the LRCMWC water tanks via use permit to facilitate telecommunication service capability. ~~[Also refer to Condition of Approval #15].~~

- a. Must be satisfied prior to approval of final map.
- b. Community Development Department
- c. Applicant
- d. Design/ongoing

Project Specific Conditions Incorporated from Final EIR Mitigation Program

#	CONDITION INCORPORATED FROM FINAL EIR MITIGATION PROGRAM
46	WQ 5.1-1a (WELL IMPROVEMENTS): Rock Creek Ranch well improvements shall be undertaken in accordance with recommendations outlined in the <i>Summary of Well Construction Operations Domestic-Supply Water Well No. 2</i> prepared by Richard C. Slade, May 2007. [Also refer to Condition of Approval #23].
47	WQ 5.1-1b (WATER METERS): Individual water meters shall be installed at each residential connection in order to provide for long-term accurate water usage data. [Also refer to Condition of Approval #24].
	WQ 5.1-3 (WATER QUALITY): If additional sampling is mandated by DHS, the project engineers recommend that further pumping development be performed prior to that sampling. Further testing for aluminum and iron is also recommended at that time also to determine whether remnant drilling muds were the cause of the slightly excessive detections of these metals.
48	WQ 5.1-3b (ODORS): Treatment shall be provided to eliminate the light hydrogen sulfide odors that were noted in the pumped discharge during testing of the new well.
49	WQ 5.1-4a (BMP PROGRAMS): A Best Management Practices Program (BMPP) shall be implemented during all construction stages. The BMPP shall include pre-construction and post-construction practices for stormwater management and for the prevention of erosion, sedimentation, and contamination resulting implementation of all project elements. BMPP measures shall at a minimum include: (1) disposal of all construction wastes in designated areas outside the path of storm water flows; (2) minimizing the footprint of construction zones and prompt installation of erosion controls; (3) stabilizing disturbed soils with landscaping, paving or reseeded to reduce or eliminate the risk

¹Animals and pets, subject to standards in the adopted General Plan, except that domestic animals shall be restrained at all times consistent with the requirements of Specific Plan §V.D.i.i-vii (i.e., the maximum fenced area shall not exceed 20% of the area inside the building setback on each lot), and constructed with materials allowed in this section. Such fencing shall incorporate a wire mesh into the 3 wood rails allowed in §3.6.5.i(i) above. At no time shall pets be allowed to roam freely.

2. All residential fencing shall be a maximum of 5 feet high and constructed of three wood rails. Rock may be used only on the fencing posts. 'Trex'-type lumber may be used, but all-plastic lumber shall not be permitted. Pet fencing shall be within the confines of the fenced area allowed in Section V.D.i(iii) directly above, and shall consist of a wire mesh incorporated into the 3 wood rails allowed herein.

³ The project is subject to leash laws intended to minimize impacts on important deer habitat. The leash laws require that pets be leashed or restrained with fencing at all times when out of doors. Dog enclosures must be capable of preventing the dog(s) from straying onto public land or adjacent properties. Pet fencing shall be within the confines of the fenced area allowed in this section (i.e., the maximum fenced area shall not exceed 20% of the area inside the building setback on each lot), and constructed with materials allowed in this section. Such fencing shall incorporate a wire mesh into the 3 wood rails allowed in §3.6.5.i(i) above.

	of further erosion; (4) perimeter drainage controls to direct runoff around disturbed construction areas; (5) internal erosion controls to allow direct percolation of sediment-laden waters on the construction site; and (6) bid specifications that require regular inspection and maintenance of all equipment used during construction. The project shall comply with state requirements by preparing a Stormwater Pollution Prevention Plan and obtaining a NPDES General Construction Stormwater Permit for the project construction areas. [Also see Conditions of Approval #6, #8, #50, #63 and #68].
50	WQ 5.1-4b (SOIL CONSERVATION): The CC&Rs shall require a soil conservation plan for each individual lot at the time of the grading permit application to provide for the conservation of soil resources and the control and prevention of soil erosion associated with landscaping activities and the use of trails and open space areas within and adjacent to the project site. [Also see Conditions of Approval #6, #8, #49, #63 and #68].
51	WQ 5.1-5 (GEOTECHNICAL REVIEW): A qualified engineer shall be retained to ensure compliance with all specifications set forth in the <i>Preliminary Geotechnical Investigation prepared for Rock Creek Ranch by Sierra Geotechnical Services, Inc. (October 10, 2007).</i> [Also see Condition of Approval #25].
52	WQ 5.1-6 (OVERLAND FLOWS): The drainage system for Rock Creek Ranch shall be designed to provide an overland flow path for runoff volumes and flushing flow discharges that exceed the 20-year storm design capacity of the dry wells. The overland flow path will intercept and direct flows to locations where runoff collects under current conditions. [Also see Condition of Approval #12].
BOTANY	
53	BOT 5.2-2a (LANDSCAPE CONTROLS): Landscaping in Rock Creek Ranch shall comply with the following: a. Landscaping shall consist of plant materials that are native to the Mono County region and have value to native wildlife, and nonnative species that are compatible with native plant materials, have low propagation characteristics and are not invasive; b. All landscaping shall be maintained in a neat, clean, and healthy condition, and c. During building permit review, each residential lot application shall be accompanied by a landscaping plan that identifies plant materials to be used for the residential building pad as well as any cut and fill slopes for the residential street; vegetation retention shall be designated on each individual lot landscape plan consistent with Mitigation measure WILD 5.3-1b.. [Also see Condition of Approval #6].
WILDLIFE	
54	WILD 5.3-1a (OPEN SPACE EASEMENTS): Open space easements for all open space areas shall be recorded on the final maps for the project. The final maps shall note that permitted land uses within the open space easements shall be limited to undisturbed natural uses and trails for non-motorized access only (except for emergency purposes). [Also see Conditions of Approval #31, #50 and #62].
55	WILD 5.3-1b (RETENTION OF NATIVE VEGETATION): (a) Natural vegetation shall be designated and retained except where it must be removed for project development; (b) Project CC&Rs shall incorporate the following requirement which mandates that homeowners landscape with native vegetation and prohibits use of invasive plant species for landscaping in order to minimize the degradation of deer habitat: <i>"Areas disturbed during construction shall be revegetated with native species in order to establish deer habitat as soon as possible following construction. Revegetation of disturbed areas shall require the use of native seeds, native plants grown from seeds or seedlings obtained from local native stock. Revegetated areas shall be monitored for a period of five years to ensure the success of the project and shall be replanted if necessary;"</i> (c) vegetation retention shall be designated on each individual lot landscape plan. [Also see Conditions of Approval #6, #53, #54, #57 and #63].
56	WILD 5.3-1c (NO DOGS DURING CONSTRUCTION): Dogs belonging to construction workers shall be prohibited in the project area during construction. [Also see Conditions of Approval #44 and #58].
57	WILD 5.3-1d (LIMITATIONS ON VEGETATION CLEARING): Property owners shall refrain from clearing native vegetation except as necessary for construction or fire safety. [Also see Conditions of Approval #6, #10, #53, #54, #55 and #63].
58	WILD 5.3-1e (PET RESTRAINTS): Domestic animals shall be restrained at all times through the use of leashes or within private fenced areas. Project CC&Rs shall require that pets be under owner control at all times. No domestic animals shall be allowed to roam freely. [Also see Conditions of Approval #44 and #56].
59	WILD 5.3-1f (LIMITS ON EXTERIOR NOISE & LIGHTING): To minimize impacts on deer and other wildlife, all exterior lighting and noise in Rock Creek Ranch shall comply with Mono County code requirements. [Also see Condition of Approval #14 and #79].
60	WILD 5.3-4a (DEER SIGNAGE): To minimize direct mortality impacts to deer from vehicle collisions, signs shall be posted along roads within the project area warning drivers of the presence of deer. A 25-mile per hour speed limit shall be enforced on residential streets in the proposed project.
61	WILD 5.3-4b (LIMITS ON CONSTRUCTION TIMING): Parcel grading operations, structural foundation work, framing work and similar heavy construction activities shall be restricted to the period between May 15 and October 1 to minimize disturbance to migrating and wintering deer. [Also see Condition of Approval #37].

LAND USE, RELEVANT PLANNING & RECREATION	
62	LU 5.5-1a (DEER HABITAT PROTECTION): The Rock Creek Ranch Specific Plan and CC&Rs shall include the following provisions to minimize impacts on important deer habitat: a. Leash laws requiring that pets be leashed or fenced in at all times when out of doors; b. Prohibition against removal of blackbrush scrub in open space areas except where required for fire safety; c. Informational handouts concerning habitat protection to be provided to homeowners along with CC&Rs; d. Prohibition against recreational off-highway vehicle use in open space areas unless for emergency purposes. [Also see Conditions of Approval #4, #32, #37, #38, #55, #59, #60 and #61].
63	LU 5.5-1b (CONSERVE NATIVE SOILS): As part of the Grading Permit application, the applicant shall prepare a Soil Conservation Plan to protect native soils for use as a plant growth medium. The plan shall require that (a) native soils be stockpiled during construction and used for subsequent revegetation, and (b) stockpiled soils be protected from degradation during the construction and maintained in a condition suitable for reuse. [Also see Conditions of Approval #6, #8, #49, #50 and #68].
64	LU 5.5-1c (WATER SERVICE PROVIDER): The project applicant is encouraged to annex into Lower Rock Creek Mutual Water Company or, if infeasible, water system elements of Rock Creek Ranch shall be integrated with those of LRCMWC to accomplish equivalent public health and safety objectives as outlined in Mitigation Measure UTIL 5.8-3a (requiring two intertie points). [Also see Condition of Approval #24, #27, #36 and #67].
PUBLIC SERVICES AND UTILITIES	
65	UTIL 5.8-1a (FIRE DEPARTMENT TT MAP REVIEW): A copy of the amended Tentative Map shall be provided to Paradise FPD for review and comment prior to final approval. [Also refer to Conditions of Approval #19, #24, #35, #57, #62, #66, #67 and #69].
66	UTIL 5.8-1b (FIRE DEPARTMENT CC&R REVIEW): A copy of the CC&Rs shall be provided to Paradise FPD for review and comment prior to final approval. [Also refer to Conditions of Approval #24, #35, #57, #62, #65, #67 and #69].
67	UTIL 5.8-3a (WATER SYSTEM INTERTIE): The Rock Creek Ranch water system shall have <u>an on-site intertie at least two points, located in the vicinity of the LRCMWC storage tank, if and as determined in consultation with the Paradise Fire Protection District, at which an intertie can be accomplished with the existing LRCMWC system for fire flow purposes. One intertie point shall be placed in the vicinity of the existing LRCMWC water storage tank, and a second intertie point shall be extended to the western property boundary where the private project road intersects Lower Rock Creek Road.</u> [Also see Condition of Approval #24, #27, #36 and #64].
68	UTIL 5.8-11 (BMP PROGRAMS): A BMP Program shall be implemented during all construction stages with pre-construction and post-construction practices for stormwater management and for the prevention of erosion, sedimentation, and contamination resulting implementation of all project elements. BMPP measures shall at a minimum include: (1) disposal of all construction wastes in designated areas outside the path of storm water flows; (2) minimizing the footprint of construction zones and prompt installation of erosion controls; (3) stabilizing disturbed soils with landscaping, paving or reseeding to reduce or eliminate the risk of further erosion; (4) perimeter drainage controls to direct runoff around disturbed construction areas; (5) internal erosion controls to allow direct percolation of sediment-laden waters on the construction site; and (6) bid specifications that require regular inspection and maintenance of all equipment used during construction. The project developer shall comply with state requirements by preparing a Stormwater Pollution Prevention Plan and obtaining a NPDES General Construction Stormwater Permit for the project construction areas. [Also refer to Conditions of Approval #6, #8, #49, and #63].
TRAFFIC AND CIRCULATION	
69	TFFC 5.9-1a (ROAD CLOSURE RESTRICTIONS): Roadway closures shall not be permitted on any street or highway unless written approval is first obtained from the Public Works Department, Police Department and Fire Department. Where such approvals are granted, all details governing the closures shall be recorded in a manner acceptable to the Mono County Public Works Department. [Also refer to Conditions of Approval #19, #31, #54 and #70].
70	TFFC 5.9-1b (MAINTAIN ROAD CLEARANCE): At all times, adequate clearance shall be maintained within the Lower Rock Creek right-of-way to permit the safe passage of emergency vehicles and evacuating vehicles. Measures to ensure emergency access shall be recorded in a manner acceptable to the Mono County Public Works Department. [Also refer to Conditions of Approval #19, #31, #45, #54 and #69].
AIR QUALITY	
71	AQ 5.10-1 (DUST CONTROL MEASURES): The project applicant shall comply with best-available dust control

	measures (BACM) that call for watering of all active construction areas at least twice daily throughout project construction phases, plus at least two of the following additional BACM: (a) require that all haul trucks be covered, or that a minimum freeboard of 2 feet be maintained at all times; and/or (b) Pave all parking and staging areas, or water such areas at least four times daily; and/or (c) Sweep or wash public access points within 30 minutes of dirt deposition; and/or (d) Cover all on-site dirt/debris stockpiles, or water the stockpiles a minimum of twice daily; and/or (e) Suspend all construction operations on any unpaved surface when winds exceed 25 mph; and/or (f) Hydroseed or otherwise stabilize all cleared areas that would remain inactive for more than 96 hours after clearing is completed; and/or (g) Use of low-VOC ⁴ paints (not to exceed 100 grams of VOC per liter). [Also refer to Condition of Approval #9].												
72	AQ 5.10-2 (ENERGY CONSERVATION & LANDSCAPING): The project will contribute incrementally to global GHG emissions implicated in global warming. Use of energy conserving construction practice beyond the minimum requirements of the California Building Code is encouraged through participation in one of several existing certification programs. Use of enhanced landscaping for carbon dioxide uptake is also encouraged, provided such landscaping is consistent with Specific Plan standards and mitigation measures contained in Sections 5.2 (Botany) and 5.3 (Wildlife) of this EIR. [Also refer to Conditions of Approval #6, #39, #49, #50, #53, #55, #68 and #73].												
73	AQ 5.10-3a (GREENHOUSE GAS EMISSIONS): The Specific Plan will incorporate voluntary energy conserving practices and enhanced landscaping. (Advisory measure). [Also refer to Conditions of Approval #6, #39, #49, #50, #53, #55, #68 and #72].												
74	AQ 5.10-3b (REGULATORY COMPLIANCE): The project shall comply with any applicable greenhouse gas emission reduction strategies adopted by the California Air Resources Board or other responsible agencies.												
NOISE													
75	N 5.11-1a (LIMITS ON ROCK CRUSHING): Rock breaking and rock crushing activities, if required, shall be restricted to the portion of the site defined by lots 1-3, 7, and 13-23; crushed rock piles shall be placed west of crushing operations to reduce noise propagation toward existing homes. [Also refer to Condition of Approval #29].												
76	N 5.11-1b (NO BLASTING DURING INVERSIONS): Blasting activities shall not be conducted during thermal inversions or periods when wind speeds exceed 25 mph.												
77	N 5.11-1c (BLASTING PROCEDURES): During blasting, the following procedures shall be followed: (a) Use of surface detonating cords shall be kept to a minimum, (b) all blasts shall be initiated from deep within the blast hole; (c) adequate burden, spacing and stemming shall be maintained on all explosive charges; (d) face heights kept to the minimum practical level; and (e) a delay of 9 ms or greater shall be provided in the timing of blasts from adjacent holes.												
78	N 5.11-1d (SOUND LIMITS): To avoid structure damage on adjoining properties, the following sound limits recommended by U.S. Bureau of Mines shall be observed: <i>SOUND LEVEL METER SCALE</i> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>LEVEL</th> <th>LINEAR PEAK</th> <th>C-PEAK</th> <th>A-PEAK</th> </tr> </thead> <tbody> <tr> <td>Safe Level</td> <td>128 Db (.007 psi)</td> <td>120 Db</td> <td>95 Db</td> </tr> <tr> <td>Maximum</td> <td>136 Db (.018 psi)</td> <td>130 Db</td> <td>115 Db</td> </tr> </tbody> </table>	LEVEL	LINEAR PEAK	C-PEAK	A-PEAK	Safe Level	128 Db (.007 psi)	120 Db	95 Db	Maximum	136 Db (.018 psi)	130 Db	115 Db
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Safe Level	128 Db (.007 psi)	120 Db	95 Db										
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AESTHETIC RESOURCES													
79	AES 5.12-2 (AESTHETIC DESIGN): The Rock Creek Ranch Specific Plan incorporates numerous provisions that are specifically intended to minimize impacts on Scenic Highway 395. Additionally, the project design has been substantially altered to minimize intrusiveness on views from Scenic Highway 395. These provisions will reduce visual impacts but not to a level that is less than significant.												
80	AES 5.12-3 (AESTHETIC DESIGN): The Rock Creek Ranch Specific Plan incorporates numerous provisions that are specifically intended to minimize visual impacts on the existing Paradise community. Additionally, the project design has been substantially altered to minimize intrusiveness on views from developed homesites and vantage points within Paradise. These provisions and modifications would reduce visual impacts on the existing community, but not to a level that is less than significant.												
81	AES 5.12-4 (OUTDOOR LIGHTING): The Rock Creek Ranch Specific Plan and CC&Rs shall incorporate all applicable provisions of the Mono County Outdoor Lighting Ordinance. [Also refer to Conditions of Approval #4, #14, and #59].												
82	AES 5.12-5 (GLARE): The Rock Creek Ranch Specific Plan requires use of materials, colors and design elements for all structures (including solar panels) that will minimize the potential for glare. These requirements would reduce potential light and glare impacts to less than significant levels, and no supplemental mitigation is required. [Also refer to Condition of Approval #43].												

⁴ VOC=volatile organic compounds.

DRAFT ADDENDUM TO THE FINAL EIR



FOR THE ROCK CREEK RANCH PROJECT

STATE CLEARINGHOUSE #2004012014

LEAD AGENCY:

Mono County Planning Department
Post Office Box 347
Mammoth Lakes, CA 93546

SEPTEMBER 2014

INTRODUCTION AND BACKGROUND

On 12 May 2009, the Mono County Board of Supervisors certified the Final EIR for the Rock Creek Ranch project located in the community of Paradise. The Board also on that date approved the Rock Creek Ranch Specific Plan and Tentative Tract Map 37-56. The approved project allowed for the 54.64-acre property to be subdivided into 60 lots, which included deed-restricting five lots for affordable housing and deed-restricting 11 lots for accessory dwelling units consistent with the Housing Mitigation Ordinance in effect at that time. Subsequent to project final map approval, the Housing Mitigation Ordinance was suspended by the Mono County Board of Supervisors. The applicant entered into a Housing Mitigation Agreement with the Board of Supervisors on August 7, 2012 that removed the requirement to provide the five affordable housing lots. A condition of the Housing Mitigation Agreement required the applicant to amend the Tentative Tract Map and Specific Plan to reflect the reduction of lots to 55. In accordance with the California Environmental Quality Act (CEQA), an addendum was prepared to address the project changes associated with Amendment #1. The Board of Supervisors approved Amendment #1 to the Rock Creek Ranch Specific Plan and Tentative Track Map on May 7, 2013.

During 2013, the applicant submitted an application for a second Specific Plan Amendment that would reduce the allowed lot number from 55 to 23, largely in response to recessionary economic conditions locally and across the country. The applicant had determined that larger lots would be more responsive to residential market demands than the approved Specific Plan. Processing of the 23-lot Specific Plan Amendment #2 had been substantially completed, including a recommendation of approval by the Planning Commission, when it became apparent that Cal Fire had changed its position that the project complied with fire codes. Upon learning of Cal Fire's revised position, the applicant initiated extensive adjustments that further reduced site development to a total of 10 lots. Accordingly, the applicant is now seeking approval of a second amendment to the Rock Creek Ranch Specific Plan. This Specific Plan sets forth and governs all zoning regulations, land uses, public works and development activity on the project site for the revised 10-lot Tentative Map layout.

II. SUMMARY OF PLAN AMENDMENTS

Table 1 below summarizes changes to the Specific Plan associated with revised Amendment #2.

Table 1
Revisions to the Rock Creek Ranch Proposed in Amendment #2 (Revised)

SPECIFIC PLAN FEATURE	ORIGINAL SPECIFIC PLAN (2009)	SPECIFIC PLAN AMENDMENT #1 (2012)	PROPOSED SPECIFIC PLAN AMENDMENT #2 (2014)
Total Number of Lots	60	55	10
Total Number of Affordable Lots	5	0	0

Number of Required Secondary Units	11	0	0
Total Open Space Acreage	20.05	20.05	37.93
Common Area Recreation Lot Acreage	3.05	3.05	0
Primary Access Road ROW Acreage (not including cut & fill slopes)	4.98	4.98	1.91
Common Utility Acreage (Water, Sewer)	1.94	1.94	1.72
Total Disturbed Acreage maximum	16.01	16.01	13.18
Type of Sanitation System	Package Treatment Plant	Package Treatment Plant	Individual Septic System
Water System Management	Maintenance District	Maintenance District	HOA water service

The common open space acreage (previously set at 20.05 acres) has been eliminated in favor of the shared open space easement surrounding the water tanks on the northern property boundary, as well as the substantial acreage of private open space on each of the 10 lots now proposed. The reduced total disturbance area is due primarily to elimination of the common wastewater treatment facilities, as well as a reduction in the length of the primary access road.

CEQA PROVISIONS FOR PREPARING AN ADDENDUM TO A FINAL EIR

The California Environmental Quality Act (CEQA §15164[a]) states:

"(a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

In turn, §15162 states that preparation of a subsequent EIR is required where one or more of the following occurs:

"(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete shows any of the following:*
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative."*

Provided in the sections that follow is an assessment of whether any of the above CEQA requirements would necessitate preparation of a subsequent EIR to address changes proposed with Rock Creek Ranch Specific Plan Amendment #2.

SIGNIFICANT UNAVOIDABLE IMPACTS IDENTIFIED IN ROCK CREEK RANCH FINAL EIR

Results of the analyses contained in the 2008 Final EIR for the Rock Creek Ranch project indicated that project implementation would have potentially significant and unavoidable adverse direct and cumulative environmental impacts on the following resources:

- Critical mule deer habitat
- Mule deer movement along a regional migration corridor of which the project is a part, and
- Visual quality and visual unity of views from Lower Rock Creek Road, some points along the Highway 395 scenic corridor, and portions of the community of Paradise

The changes proposed with the initial 23-lot layout of Amendment #2 were reviewed by Dr. James Paulus to assess the effect of Amendment #2 on the significant environmental impacts identified in 2008. Dr. Paulus noted that the proposed shift from a larger number of smaller lots to fewer relatively large lots would be a net benefit for wildlife and habitat. This benefit would result from a more widely intact High Desert Blackbush Scrub community and from an anticipated reduction in the incidence of harassment and other disturbances to the use of this habitat.

Further, Dr. Paulus noted that the reduced number of lots and greater distance between houses would attenuate disturbance to wildlife resulting from activity, noise and lighting, and would also be expected to substantially reduce collision frequency (compared to the approved 55 lot plan), as well as the interactions between deer and domestic pets, thereby increasing the ability of overwintering deer to utilize browse habitat. Finally, Dr. Paulus indicated that there are no changes in the overall status of the relevant species or environmental factors that would necessitate reevaluation of the potential changes to biological resources. A copy of the Dr. Paulus' 2013 biological resources analysis is provided as Attachment 1 to this Addendum. Upon subsequent review of the most recent changes as depicted in maps and written descriptions dated August 12, 2014, Dr. Paulus indicated in a supplemental written statement (see Attachment 2) that the findings stated in his review of the 23-lot layout would apply to the 10-lot layout and that the above conclusions as stated in his November 7, 2014 memorandum are suitable for use as part of the revised application.

The 10-lot layout would result in similar changes to the significant and unavoidable adverse effects on visual quality and unity that were identified in the 2008 Final EIR. Specifically, the impacts to views from Lower Rock Creek Road, points along the Highway 395 scenic corridor, and portions of the community of Paradise would all be reduced as a result of the substantial reduction in overall density, number of units, and infrastructure improvements. No new impacts have been identified, nor are there substantial changes in the circumstances within which the project will be undertaken. In summary, the proposed Specific Plan Amendment #2 would reduce the scope and severity of the significant and unavoidable adverse impacts identified in the 2008 EIR for the Rock Creek Ranch development.

POTENTIALLY SIGNIFICANT IMPACTS IDENTIFIED IN ROCK CREEK RANCH SPECIFIC PLAN FINAL EIR

In addition to significant and unavoidable adverse impacts described above, the 2009 Final EIR also identified potentially significant impacts that would be reduced to less-than-significant levels through adopted mitigation measures. Exhibit 1 compares the disturbance areas associated with the adopted 60-lot 2009 Specific Plan to the disturbance areas associated with the 10-lot Specific Plan now under review, and Table 2 below analyzes how environmental effects associated with the proposed 10-lot plan would compare with the potentially significant impacts identified in 2009. Results of this analysis indicate that all of the potentially significant impacts identified in the 2009 Final EIR would be unchanged, reduced or eliminated if the proposed 10-lot Amendment #2 layout is approved and implemented as proposed. No new impacts have been identified, and no impacts would be increased in severity as a result of the approval and implementation of the revised Amendment #2.

**Table 2
COMPARISON OF POTENTIALLY SIGNIFICANT IMPACTS FOR ADOPTED
SPECIFIC PLAN & PROPOSED SPECIFIC PLAN AMENDMENT #2**

IMPACT OF CURRENT PROJECT	IMPACT OF PROPOSED AMENDMENT #2
SOILS AND HYDROLOGY	
IMPACT WQ 5.1-1: The Project will place increased demands on groundwater resources.	Reduced Impact: The reduction in number of units from 55 to 10 will place fewer demands on groundwater resources than the approved plan.
IMPACT WQ 5.1-3: The Quality of the Groundwater Supply Meets Applicable Standards but may require further testing.	No change. The project will fulfill all requirements for a state small water system including filing of an initial comprehensive technical report describing all aspects of system operation, including water quality monitoring.
IMPACT GEO 5.1-4: Earthwork activities and long-term use of the site would pose a risk of erosion & sedimentation and a loss of permeable soils due to grading and construction activities.	Reduced Impact: Approval of proposed Amendment #2 would substantially reduce earthwork requirements: the 2008 EIR anticipated 31,800 cubic yards (cy) of cut and 22,500 cy of fill for the 60-lot layout. Earthwork estimates for the 10-lot layout include 8,500 cy of cut and 8,100 cy of fill.
IMPACT GEO 5.1-5: Project would be exposed to seismic & volcanic hazards; the risk of tsunamis, seiche, liquefaction, land- slide & avalanche would be less than significant.	No change. The risk of seismic and volcanic hazards would be unchanged with Amendment #2; the project population exposed to such risks would, however, be reduced.
BOTANICAL RESOURCES	

IMPACT BOT 5.2-2a: Invasive species may be introduced as a result of project implementation.	Reduced Impact: The current 10-lot layout reduces the allowed total disturbance area from 16.01 to 13.18 acres, which will reduce by equivalent acreage the potential for impacts associated with invasive species.
IMPACT BOT 5.2-2b: Invasive species may replace native habitat as a result of spray irrigation of open space with tertiary treated effluent from the package treatment plant.	Eliminated Impact: This impact will be avoided altogether due to elimination of the package treatment plant.

WILDLIFE RESOURCES

IMPACT WILD 5.3-1: Project implementation would result in the loss of native communities and wildlife.	Reduced Impact: The decrease in the allowed total disturbance area (from 16.01 to 13.18 acres) will reduce by equivalent acreage the potential for loss of native communities & wildlife.
IMPACT WILD 5.3-4: Project implementation would interfere with migration patterns of the Round Valley Deer Herd.	Reduced Impact: Based on Specific Plan provisions for fencing, it is estimated that the maximum length of fencing would be reduced from about 7,800 (60 lots) to 4,100 lineal feet (10 lots). ¹

LAND USES, RECREATION & RELEVANT PLANNING

IMPACT LU 5.5-1a: Project conflicts with Land Use Element Policy to conserve critical habitat.	Reduced Impact: The decrease in the allowed total disturbance area (from 16.01 to 13.18 acres) will reduce by equivalent acreage the potential for conflicts with Land Use Element policy to conserve critical habitat.
IMPACT LU 5.5-1b: Project may conflict with Land Use Element Policy to annex into existing service districts.	No change. There is no change in the determination that it is infeasible for Rock Creek Ranch to annex into this existing water service district.

PUBLIC SERVICES AND UTILITIES

IMPACT UTIL 5.8-1: Increased demand on fire protection services	Reduced Impact: The decreased number of units (reduced from 55 to 10) will reduce demands on fire protection services compared with the approved 55-lot plan. Paradise Fire Protection District has issued correspondence indicating they will serve the project, and CalFire has submitted correspondence indicating that the 10-lot layout conforms to current state fire protection standards.
IMPACT UTIL 5.8-2: Propane Tank Farm poses Public Safety Risks	Eliminated Impact: This impact will be avoided altogether due to elimination of the propane tank farm.
IMPACT UTIL 5.8-3: increase in Fire Flow Water Service Demands	Reduced Impact: The reduced number of units (reduced from 55 to 10) will have fire flow demands lower than the approved plan.
IMPACT UTIL 5.8-11: Hazardous materials used during construction	Reduced Impact: Construction-related use of hazardous materials will be lower with the proposed 10-lot plan than with the approved 55-lot plan.

TRAFFIC AND CIRCULATION

IMPACT TFCC 5.9-1: Construction traffic may cause short-term congestion & roadway hazards.	Reduced Impact: Construction traffic impacts will be lower with the proposed 10-lot plan than with the approved 55-lot plan.
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AIR QUALITY

IMPACT AQ 5.10-1: Short-term increase in construction emissions	Reduced Impact: Construction-related emissions will be lower with the proposed 10-lot plan than with the approved 55-lot plan.
IMPACT AQ 5.10-3: Greenhouse gas emissions.	Reduced impact: Greenhouse gas emissions will be lower with the proposed 10-lot plan than with the approved 55-lot plan.
IMPACT AQ 5.10-4a: Odor impacts from the sanitation treatment process.	Eliminated Impact: This impact will be avoided altogether by elimination of the package treatment plant.
IMPACT AQ 5.10-4b: Odor impacts from the tertiary water	Eliminated Impact: This impact will be avoided altogether by

¹ Calculation provided by Matt Schober, Triad Engineering, (7 August 2014) based upon Specific Plan fencing standards and assuming that the fenced are square in shape at maximum allowed coverage.

staging pond & recreational pond.

elimination of the package treatment plant.

AESTHETIC RESOURCES

IMPACT AES 5.12-2: Project would have a significant adverse visual impact on Lower Rock Creek Road and segments of the Highway 395 Scenic Corridor.

Reduced impact: Project impacts on scenic views from Lower Rock Creek Road and Highway 395 will be lower with the proposed 10-lot plan than with the approved 55-lot plan.

IMPACT AES 5.12-3: The project would have a significant adverse impact on aesthetic values in the existing Paradise community.

Reduced impact: Project impacts on aesthetic values in the existing Paradise community will be lower with the proposed 10-lot plan than with the approved 55-lot plan.

IMPACT AES 5.12-4: The project would have an adverse impact on dark sky visibility.

Reduced impact: Project impacts on dark sky visibility will be lower with the proposed 10-lot plan than with the approved 55-lot plan.

IMPACT AES 5.12-5: The project would generate glare from windows and solar panels.

Reduced impact: The amount of glare from windows and solar panels will be lower with the proposed 10-lot plan than with the approved 55-lot plan.

MODIFIED MITIGATION MEASURE

In addition to the impacts above, the Final EIR identified one mitigation measure that has been modified in response to a recommendation offered by the Planning Commission at their meeting on January 9, 2014. Measure UTIL 5.8-3a (Water System Intertie) has been modified as shown below to reflect the reduced fire flow demands associated with 10 versus 55 lots:

UTIL 5.8-3a (WATER SYSTEM INTERTIE): The water system shall have an onsite intertie point, located in the vicinity of the LRCMWC storage tank, if and as determined in consultation with the Paradise Fire Protection District..

CONCLUSION

Based on the considerations and analyses presented above, and based on the provisions contained in CEQA §15164[a]) as presented in its entirety in this Addendum, it is concluded that none of the conditions calling for preparation of a subsequent EIR have occurred. The County of Mono, acting as Lead Agency, has therefore determined that an Addendum to the certified 2008 Final EIR for Rock Creek Ranch is the appropriate CEQA document for the proposed second amendment to the Rock Creek Ranch Specific Plan.

CEQA §15164(c-e) states that "an Addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration. The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project. A brief explanation of the decision not to prepare a subsequent EIR pursuant to §15162 shall be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence."

All of the mitigation measures adopted by the Mono County Board of Supervisors as part of the May 2009 Final EIR certification remain in full force and effect, with the exception of (a) Mitigation Measure UTIL 5/8-3a (Water System Intertie) which has been modified as shown above, and (b) the four adopted mitigation measures (listed below in Table 3) that are rendered inapplicable to the Rock Creek Ranch project with approval of the second amendment.

Table 3
Mitigation Measures Rendered Inapplicable with approval of
Rock Creek Ranch Specific Plan Amendment #2

ADOPTED MITIGATION MEASURE	BASIS FOR ELIMINATION OF MITIGATION MEASURE
<p>MITIGATION UTIL 5.8-2 (Propane Tank Farm Siting): The propane tank farm shall be situated down-gradient of all home sites on or near the project site.</p> <p>MITIGATION AQ 5.10-4a (Odors from Treatment Plant): A secondary carbon filtration system shall be incorporated into the tertiary package sanitation system, and maintained over time, to remove and treat odors resulting from the treatment process and ensure that objectionable odors are not released into the atmosphere.</p> <p>MITIGATION AQ 5.10-4b (Odors from Treatment Plant): A standby aeration system shall be kept in the maintenance building for use in the event that stagnant conditions develop in the tertiary water staging pond and/or recreational area ponds.</p> <p>MITIGATION BOT 5.2-2b (Weed Abatement): Open space areas used for spray irrigation with surplus recycled water supply shall be subject to an ongoing landscape control program designed to prevent the establishment of non-native species that could spread to the surrounding environments. Species that will be eradicated upon discovery include any non-native species not established in the open space area prior to project implementation. Weed control will be accomplished to the maximum extent feasible by rotating water spreading applications within the open space area designated as suitable for spray irrigation. Ponding and long-term surface saturation will be avoided to the maximum extent feasible. If populations of new non-native species nevertheless appear, they shall be controlled through mechanical or accepted herbicidal practices.'</p>	<p>Amendment #2 eliminates the propane tank farm from the project design.</p> <p>Amendment #2 eliminates the package treatment plan from the project design.</p> <p>Amendment #2 eliminates the package treatment plan from the project design.</p> <p>Amendment #2 eliminates the package treatment plant from the project design.</p>

**ADDENDUM TO THE FINAL EIR
FOR THE ROCK CREEK RANCH PROJECT**

**ATTACHMENT 1
2013 BIOLOGICAL RESOURCE ANALYSIS**

November 7, 2013

To: Sandra Bauer
Bauer Planning and Environmental Services
1271 Tropicana Lane
Santa Ana, CA 92705

From: Jim Paulus
PO Box 2657
Oakhurst, CA 93644

RE: Rock Creek Ranch Specific Plan Update – Biological Resources Analysis

Ms. Bauer,

I have reviewed a recently proposed update to the Rock Creek Ranch TTM (specifically, DWG 2215_TTM, page 2 of 3, dated Oct. 28, 2013, and associated materials), which I received from your office via email. Upon completing this review, and comparison with the July 18, 2008 document "Rock Creek Ranch Specific Plan and Draft EIR", and with information I gained from our telephone conversation this morning, I believe I have sufficient basis for giving an opinion regarding whether impacts to biological resources at the project site will be substantially changed should the proposed project be implemented as revised.

One potential cause of impact identified in the 2008 document, irrigation of otherwise undisturbed Open Space, has been rendered irrelevant by removal of this element from the project description. As the associated potential impact of causing proliferation and spread of non-native plant species through applied irrigation has now been eliminated, the mitigation measure BOT 5-2-2b can be entirely deleted. Similarly, removal of the Common Area element from the project removes any need for Condition b (irrigation and monitoring) of the mitigation measure BOT 5-2.2a, and the wording for that Condition (only) should be deleted.

The proposed shift from a larger number of smaller lots to fewer relatively large lots will be a net benefit for wildlife. In terms of vegetation displacement by impervious surfaces, total loss of habitat (consisting of 100% High Desert Blackbush Scrub) would decrease from (worst-case) 30 acres to (worst-case) 9.3 ac. The area potentially fenced off from wildlife use would decrease from 8 acres to 3.6 ac, and the spacing between these enclosures would be more diffuse. If all of the previously formulated Conditions stated in the 2008 document of BOT 5-2.2a (except b, see above) are included unchanged in the updated SP, and if the wording/intent of the mitigation measure WILD 5.3-1(a-f) is not altered substantially to reduce the provision of habitat for wildlife, then a more widely intact High Desert Blackbush Scrub will result, and the incidence of harassment and other disturbance that may periodically inhibit use of this habitat will very likely be decreased.

The 2008 DEIR analysis concluded that impacts to the Round Valley deer herd would be significant and unavoidable, due specifically to loss of foraging and migration route habitat, an increased possibility of direct mortality due to collisions, and habitat degradation caused by increases in human activity, noise, night lighting, and harassment by domestic pets. Conversion of scrub vegetation to houses, roads and fenced yards will be substantially reduced under the proposed project revision. Greater distances that will be available between houses under the revised project will attenuate ongoing disturbance due to activity, noise, and lighting. As the number of lots will be reduced by about 2/3, interactions between deer and domestic pets likely will be substantially reduced in frequency, allowing a better chance that overwintering deer can become accustomed to the altered landscape and thereby utilize browse plants between houses and within the Open Space easement area if mitigation measure WILD 5.3.4(a-b) is left unchanged. Collision frequency likewise should be substantially reduced. The 2008 DEIR prediction that migrating deer will change their route upon their encountering the project remains viable; however the reduction in maximum allowable fenced area from 8.0 to 3.6 acres and greater spacing between houses may help alleviate the potential for this impact. While it is not possible to revisit the DEIR conclusion that impacts to the Round Valley herd could be significant, it would be logical to conclude here that no addition or increase to these types of impacts should be expected if the revised project were instead implemented.

If there are additional changes to the project, such as addition of a new element that would increase any of the potential project impacts discussed above, please bring them to my attention and I will revise this analysis accordingly. For now, I see only net benefit due to substantive reductions in all of the elements that were causing the potential impacts as identified in the 2008 analysis. Furthermore, I am not aware of any recent changes in the overall status of the relevant species or environmental factors that would in themselves necessitate reevaluation of the potential impacts to biological resources. Thank you for asking my opinion on this development. I would be happy to assist further as I can, should you find need for refinement to the project in order to bring about the best possible minimization of impacts to the area's plants and animals.

Sincerely, Jim Paulus, Ph.D.

**ADDENDUM TO THE FINAL EIR
FOR THE ROCK CREEK RANCH PROJECT**

**ATTACHMENT 2
SUPPLEMENTAL 2014 BIOLOGICAL RESOURCE ANALYSIS**

August 13, 2014

To: Sandra Bauer
Bauer Planning and Environmental Services
1271 Tropicana Lane
Santa Ana, CA 92705

From: Jim Paulus
PO Box 2657
Oakhurst, CA 93644

RE: Rock Creek Ranch Specific Plan 2nd Addendum – Biological Resources Analysis

Ms. Bauer,

I have reviewed the recently drafted update to the Rock Creek Ranch TTM (specifically, DWG 2215_TTM, dated Aug. 8, 2014, and associated materials), which I received from your office via email. Upon completing this review, I have concluded that my opinion regarding whether impacts to biological resources at the project site will be substantially changed should the project be implemented as revised, as memorialized in my November 7, 2013 letter to your office, remains entirely valid. Specifically, my stated opinions regarding irrigation and non-native plant proliferation, increased habitat availability for migrating and foraging mule deer, decreased interactions between humans or their pets and deer, and decreased potential for collisions all appear to remain valid. Furthermore, the underlying reasoning that reducing and further separating the areas of building and disturbance reasonably leads to conclusions of lowered potential impacts to deer can be applied to the current project configuration.

Please feel free to contact me should you find need for further changes to the project. I would appreciate the opportunity to review any changes that may affect the biological resources at the Rock Creek Ranch site.

Sincerely, Jim Paulus, Ph.D.



RESOLUTION R14-06

**A RESOLUTION OF THE MONO COUNTY PLANNING COMMISSION RECOMMENDING
APPROVAL OF ROCK CREEK RANCH SPECIFIC PLAN AMENDMENT 13-002
AND TENTATIVE TRACT MAP 37-56 MODIFICATION**

WHEREAS, on May 12, 2009, the Mono County Board of Supervisors approved the Rock Creek Ranch Specific Plan and Tentative Tract Map 37-56 for the Rock Creek Ranch subdivision; and

WHEREAS, on May 9, 2013, the Board of Supervisors approved Amendment 13-001 to the Rock Creek Ranch Specific Plan and also approved an amendment to Tentative Tract Map 37-56, which eliminated five bonus deed-restricted lots for affordable housing, thereby reducing the total number of lots from 60 to 55 ("Amended Tentative Map"); and

WHEREAS, the subdivider has proposed a second map amendment that would further reduce the number of lots on Tentative Map 37-56 from 55 to 10, and would eliminate the package-sewage treatment facilities, evaporation pond, pool, clubhouse and other common elements shown on the Amended Tentative Map ("Second Amended Tentative Map"); and

WHEREAS, the Planning Commission previously reviewed and recommended approval of an earlier 23-lot proposal. Due to changes subsequently requested by Cal Fire and the Paradise Fire Protection District, the project was revised to address fire code requirements and was further reduced to 10 lots; and

WHEREAS, proposed Specific Plan Amendment 13-002 would make changes to conform the Rock Creek Ranch Specific Plan with the Second Amended Map and would make other minor technical changes and clarifications to the Rock Creek Ranch Specific Plan; and

WHEREAS, Section 15164 (a) of the California Environmental Quality Act (CEQA) Guidelines provides that "the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred"; and

WHEREAS, Mono County has determined that an addendum to the Final Environmental Impact Report (FEIR) is the appropriate level of environmental review under CEQA guidelines sections 15162 and 15164 because none of the conditions described in Section 15162 have occurred; and

WHEREAS, the Mono County Planning Commission did, on September 11, 2014, hold a noticed and advertised public hearing to hear all testimony relevant to Rock Creek Ranch Specific Plan Amendment 13-002 and Second Tentative Tract Map Amendment.

**NOW, THEREFORE, THE MONO COUNTY PLANNING COMMISSION DOES HEREBY
RESOLVE AS FOLLOWS:**

Having taken into consideration staff recommendations, public comment, and all other evidence and testimony before it, the Mono County Planning Commission recommends approval of Specific Plan Amendment 13-002 and Second Amended Tentative Tract Map 37-56, reducing the density from 55 to 10 lots, eliminating the package-sewage treatment facilities, evaporation pond, pool, clubhouse and other

Resolution R14-06/Rock Creek Ranch
Mono County Planning Commission
September 11, 2014

1 common elements, and making conforming modifications to the Specific Plan to reflect the elimination of
2 those lots and facilities, finding that:

- 3 A. *The change in the Specific Plan and Tentative Tract map, including the design and improvements*
4 *and reducing the density from 55 to 10 lots, including elimination of other common elements, is*
5 *consistent with the text and maps of the General Plan because:*

6 The changes to the Specific Plan are consistent with General Plan policies of the Land Use
7 Element to contain growth in and adjacent to existing community areas (LU Element Objective A,
8 Policies 1, 2).

9 The adopted Specific Plan and Tentative Tract Map were found to be consistent with the General
10 Plan when adopted in 2009. The proposed changes are reasonable and compatible with
11 surrounding and proposed development and do not alter the adopted Specific Plan or Map in a
12 manner that makes it inconsistent with the text or maps of the General Plan.

- 13 B. *The site of the proposed changes is physically suitable for the type and density of land uses*
14 *permitted within the Specific Plan and map because:*

15 The site is adjacent to existing residential development, and will be required as a condition of final
16 map approval to develop adequate infrastructure (utilities, roads) and is suitable for the proposed
17 residential uses (LU Element, Objective A, Policy 1, Actions 1.2). The design meets standards for
18 both the physical layout and density and no easements are impacted. This amendment reduces the
19 density and eliminates other development components, thus improving the suitability of the project
20 for the site.

- 21 C. *The change to the Specific Plan is reasonable and beneficial at this time and not likely to cause*
22 *serious public health problems because:*

23 The property land use designation is Specific Plan (SP). The adopted SP was found to be
24 consistent with the General Plan when adopted in 2009. The proposed changes reduce the initial
25 density and associated impact; and thus are reasonable and compatible with the surrounding and
26 proposed development and will help to clarify the regulations governing future development of the
27 property.

- 28 D. *The change to the Specific Plan and map will not have a substantial adverse effect on surrounding*
29 *properties or result in substantial environmental damage or injure fish and wildlife or their*
30 *habitat because:*

An FEIR for the project was approved in 2009. None of the conditions described in CEQA
Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred. The changes
of this amendment reduce environmental impacts and will not adversely affect surrounding
properties.

PASSED AND ADOPTED this 11th day of September 2014, by the following vote of the Planning
Commission, County of Mono:

AYES :

NOES :

Resolution R14-06/Rock Creek Ranch
Mono County Planning Commission
September 11, 2014

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ABSENT :

ABSTAIN :

Mary Pipersky, Chair
Mono County Planning Commission

ATTEST:

APPROVED AS TO FORM:

C.D. Ritter, Commission Secretary

Stacey Simon, Assistant County Counsel



RESOLUTION R14-06

**A RESOLUTION OF THE MONO COUNTY PLANNING COMMISSION RECOMMENDING
APPROVAL OF ROCK CREEK RANCH SPECIFIC PLAN AMENDMENT 13-002
AND VESTING TENTATIVE TRACT MAP 37-56 MODIFICATION**

WHEREAS, on May 12, 2009, the Mono County Board of Supervisors approved the Rock Creek Ranch Specific Plan and Tentative Tract Map 37-56 for the Rock Creek Ranch subdivision; and

WHEREAS, on May 9, 2013, the Board of Supervisors approved Amendment 13-001 to the Rock Creek Ranch Specific Plan and also approved an amendment to Tentative Tract Map 37-56, which eliminated five bonus deed-restricted lots for affordable housing, thereby reducing the total number of lots from 60 to 55 ("Amended Tentative Map"); and

WHEREAS, the subdivider has proposed a second map amendment that would further reduce the number of lots on Tentative Map 37-56 from 55 to 10, and would eliminate the package-sewage treatment facilities, evaporation pond, pool, clubhouse and other common elements shown on the Amended Tentative Map ("Second Amended Tentative Map"); and

WHEREAS, the Planning Commission previously reviewed and recommended approval of an earlier 23-lot proposal. Due to changes subsequently requested by Cal Fire and the Paradise Fire Protection District, the project was revised to address fire code requirements and was further reduced to 10 lots; and

WHEREAS, proposed Specific Plan Amendment 13-002 would make changes to conform the Rock Creek Ranch Specific Plan with the Second Amended Map and would make other minor technical changes and clarifications to the Rock Creek Ranch Specific Plan; and

WHEREAS, Section 15164 (a) of the California Environmental Quality Act (CEQA) Guidelines provides that "the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred"; and

WHEREAS, Mono County has determined that an addendum to the Final Environmental Impact Report (FEIR) is the appropriate level of environmental review under CEQA guidelines sections 15162 and 15164 because none of the conditions described in Section 15162 have occurred; and

WHEREAS, the Mono County Planning Commission did, on September 11, 2014, hold a noticed and advertised public hearing to hear all testimony relevant to Rock Creek Ranch Specific Plan Amendment 13-002 and Second Tentative Tract Map Amendment.

**NOW, THEREFORE, THE MONO COUNTY PLANNING COMMISSION DOES HEREBY
RESOLVE AS FOLLOWS:**

Having taken into consideration staff recommendations, public comment, and all other evidence and testimony before it, the Mono County Planning Commission recommends approval of Specific Plan Amendment 13-002 and Second Amended Tentative Tract Map 37-56, reducing the density from 55 to 10 lots, eliminating the package-sewage treatment facilities, evaporation pond, pool, clubhouse and other

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ABSENT : Mary Pipersky

ABSTAIN :


Rodger B. Thompson, Vice-Chair
Mono County Planning Commission

ATTEST:


C.D. Ritter, Commission Secretary

APPROVED AS TO FORM:


Stacey Simon, Assistant County Counsel

Paradise Fire Protection District

5300 Old Sherwin Grade, Bishop, Calif. 93514-7114
760-387-2255

Date: September 9th, 2014

To: Mono County Planning Department
Attn. Courtney Weiche, Associate Planner
P.O. Box 347
437 Old Mammoth Road, Suite P
Mammoth Lakes, CA 93546
(760) 924-1803

From: From: Michael R. House, Chief
Paradise Fire Protection District
5300 Old Sherwin Grade
Bishop, CA 93514-7114
(760) 387-2255 (Phone/FAX)

RE: "Will Serve" Letter for Rock Creek Ranch project, APN: 26-330-02

Ms. Weiche,

The Mono County Planning Department has requested a "Will Serve" letter from the Paradise Fire Protection District for the proposed Rock Creek Ranch project, to be constructed on Assessor's Parcel Number 26-330-02, which is located adjacent to the existing unincorporated community of "Paradise", in Mono County.

We note the following relevant factors:

- 1) The Paradise Fire Protection District (PFPD) is an approximately one-quarter square mile Fire District providing fire protection and emergency medical services to the unincorporated community of Paradise and adjacent surrounding areas. The PFPD has response agreements with the Wheeler Crest Fire Protection District, as well as Cal Fire, and the U.S. Forest Service.
- 2) The entire Rock Creek Ranch project is located within the established boundaries of the Paradise Fire Protection District.
- 3) The entire Paradise Fire Protection District lies within a State Responsibility Area.

- 4) The Paradise Fire Protection District's station is located approximately 1.0 miles (via the fastest route) from the proposed entrance to the Rock Creek Ranch project.
- 5) The primary water source for fire protection of the Rock Creek Ranch project will be from the fire hydrants located along the paved road of the Rock Creek Ranch project, which are to be maintained by the homeowner's association that will be established there. An alternative source of water within the district is Rock Creek, which runs parallel to Lower Rock Creek Road along the southeastern boundary of the project, and could be used year-round, if the primary source is unavailable.

This letter is to confirm that the Paradise Fire Protection District (PFPD) will serve the Rock Creek Ranch project with year-round fire protection and emergency medical services, subject to the following terms and conditions:

- a. The project must be constructed as depicted in the "Tentative Tract Map", "Tentative Improvements", and "Road Profile" drawings dated August 8th, 2014, which have been provided to the PFPD.
- b. All interconnections (if any) between the Lower Rock Creek Mutual Water Company, and the Homeowners Association to be established at Rock Creek Ranch, must be constructed as directed by the Mono County Planning Commission, in Condition #23 of the Conditions of Approval.

Signed,

A handwritten signature in cursive script that reads "Michael R. House". The signature is written in dark ink and is positioned above the printed name of the signatory.

Michael R. House, Chief
Paradise Fire Protection District

Courtney Weiche

From: Melendrez, J. "Paul"@CALFIRE <John.Melendrez@fire.ca.gov>
Sent: Thursday, June 19, 2014 12:47 PM
To: Courtney Weiche
Cc: Chapman, Debbie@CALFIRE
Subject: RE: Rock Creek Ranch TTM Status of Review Request

Good Day,

The Tentative Tract map for the Rock Creek project is within the 4290 guidelines for 5 acre parcels. Please let me know if you have any questions.

J.Paul Melendrez
Division Chief
Owens Valley Division
CAL FIRE

From: Courtney Weiche [<mailto:cweiche@mono.ca.gov>]
Sent: Tuesday, June 17, 2014 2:27 PM
To: Melendrez, J. "Paul"@CALFIRE; timerider@earthlink.net
Subject: Rock Creek Ranch TTM Status of Review Request

Good Afternoon,

I wanted to check in on the status of Calfire's review of Mr. Lehman's revised Tentative Tract Map proposal sent to you on May 28th. We would like to begin working on the CEQA addendum to start moving the revised project forward but are wanting to check in with the both of you first to get your preliminary thoughts on the proposal. Please feel free to call or respond to this email with any comments or timeframes for review you anticipate.

Thank you for your help on this matter,
Courtney Weiche
760.924.1803



RESOLUTION R14-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING AN ADDENDUM TO THE FINAL EIR FOR THE
ROCK CREEK RANCH SPECIFIC PLAN, APPROVING
ROCK CREEK RANCH SPECIFIC PLAN AMENDMENT 13-002, AND
APPROVING A SECOND AMENDMENT TO VESTING TENTATIVE TRACT MAP 37-56**

WHEREAS, on May 12, 2009, the Mono County Board of Supervisors approved the Rock Creek Ranch Specific Plan and Vesting Tentative Tract Map 37-56 for the Rock Creek Ranch subdivision; and

WHEREAS, on May 9, 2013, the Board of Supervisors approved Amendment 13-001 to the Rock Creek Ranch Specific Plan and also approved an amendment to Vesting Tentative Tract Map 37-56, which eliminated five bonus deed-restricted lots for affordable housing, thereby reducing the total number of lots from 60 to 55 ("Amended Vesting Tentative Map"); and

WHEREAS, the subdivider has proposed a second map amendment that would further reduce the number of lots on Vesting Tentative Map 37-56 from 55 to 10, and would eliminate the package-sewage treatment facilities, evaporation pond, pool, clubhouse and other common elements shown on the Amended Vesting Tentative Map ("Second Amended Tentative Map"); and

WHEREAS, the Planning Commission previously reviewed and recommended approval of an earlier 23-lot proposal. Due to changes subsequently requested by Cal Fire and the Paradise Fire Protection District, the project was revised to address fire code requirements and was further reduced to 10 lots; and

WHEREAS, proposed Specific Plan Amendment 13-002 would make changes to conform the Rock Creek Ranch Specific Plan with the Second Amended Vesting Tentative Map and would make other minor technical changes and clarifications to the Rock Creek Ranch Specific Plan; and

WHEREAS, Section 15164 (a) of the California Environmental Quality Act (CEQA) Guidelines provides that "the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred"; and

WHEREAS, Mono County has determined that an addendum to the Final Environmental Impact Report (FEIR) is the appropriate level of environmental review under CEQA guidelines sections 15162 and 15164 because none of the conditions described in Section 15162 have occurred; and

WHEREAS, the Mono County Planning Commission did, on September 11, 2014, hold a noticed and advertised public hearing to hear all testimony relevant to Rock Creek Ranch Specific Plan Amendment 13-002 and Second Vesting Tentative Tract Map Amendment; and

WHEREAS, following the public hearing the Mono County Planning Commission adopted Resolution R14-06 recommending approval of the FEIR addendum, Specific Plan Amendment 13-002 and Second Vesting Tentative Tract Map Amendment to the Board of Supervisors; and

1 **WHEREAS**, the Mono County Board of Supervisors did, on October 21, 2014, hold a noticed and
2 advertised public hearing to hear all testimony relevant to the Rock Creek Ranch Specific Plan Amendment
13-002 and Vesting Tentative Tract Map Amendment.

3 **NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS DOES HEREBY**
4 **RESOLVE AS FOLLOWS:**

5 Having taken into consideration the recommendations of the Planning Commission, public comment, and all
6 other evidence and testimony before it, the Mono County Board of Supervisors: approves the Addendum to
7 the Rock Creek Ranch Specific Plan EIR; approves Specific Plan Amendment 13-002; and approves the
8 Second Amended Vesting Tentative Tract Map 37-56, reducing project density from 55 to 10 lots,
9 eliminating the package-sewage treatment facilities, evaporation pond, pool, clubhouse and other common
10 elements, and making conforming modifications to the Specific Plan to reflect the elimination of those lots
11 and facilities, finding that:

12 A. *The change in the Specific Plan and Vesting Tentative Tract map, including the design and*
13 *improvements and reducing the density from 55 to 10 lots, and elimination of other common*
14 *elements, is consistent with the text and maps of the General Plan because:*

15 The changes to the Specific Plan are consistent with General Plan policies of the Land Use
16 Element to contain growth in and adjacent to existing community areas (LU Element Objective A,
17 Policies 1, 2).

18 The adopted Specific Plan and Tentative Tract Map were found to be consistent with the General
19 Plan when adopted in 2009. The proposed changes are reasonable and compatible with
20 surrounding and proposed development and do not alter the adopted Specific Plan or Map in a
21 manner that makes it inconsistent with the text or maps of the General Plan.

22 B. *The site of the proposed changes is physically suitable for the type and density of land uses*
23 *permitted within the amended Specific Plan and map because:*

24 The site is adjacent to existing residential development, and will be required as a condition of final
25 map approval to develop adequate infrastructure (utilities, roads) and is suitable for the proposed
26 residential uses (LU Element, Objective A, Policy 1, Actions 1.2). The design meets standards for
27 both the physical layout and density and no easements are impacted. This amendment reduces the
28 density and eliminates other development components, thus improving the suitability of the project
29 for the site.

30 C. *The change to the Specific Plan is reasonable and beneficial at this time and not likely to cause*
serious public health problems because:

 The property land use designation is Specific Plan (SP). The adopted SP was found to be
consistent with the General Plan when adopted in 2009. The proposed changes reduce the initial
density and associated impact; and thus are reasonable and compatible with the surrounding and
proposed development and will help to clarify the regulations governing future development of the
property.

1 D. *The change to the Specific Plan and map will not have a substantial adverse effect on surrounding*
2 *properties or result in substantial environmental damage or injure fish and wildlife or their*
3 *habitat because:*

4 An FEIR for the project was approved in 2009. None of the conditions described in CEQA
5 Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred. The changes
6 of this amendment reduce environmental impacts and will not adversely affect surrounding
7 properties.

8 **PASSED AND ADOPTED** this 21ST day of October 2014, by the following vote of the Board of
9 Supervisors, County of Mono:

10 AYES :

11 NOES :

12 ABSENT :

13 ABSTAIN :

14 _____
15 Larry K. Johnston, Chairman
16 Mono County Board of Supervisors

17 ATTEST:

18 APPROVED AS TO FORM:

19 _____
20 Clerk of the Board

21 _____
22 County Counsel

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

Date: October 8, 2014
To: The Sheet
From: C.D. Ritter
Re: Legal Notice for the **October 10** issue.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mono County Board of Supervisors will conduct a public hearing on **Oct. 21, 2014**, at the Board of Supervisors Room, Sierra Center Mall, Mammoth Lakes, CA, to consider the following: **1:00 p.m.** Consider the recommendation of the Planning Commission to approve **SPECIFIC PLAN AMENDMENT #2 & VESTING TENTATIVE TRACT MAP 37-56 MODIFICATION/Rock Creek Ranch**. The proposal is to reduce the number of parcels from 23 to 10 (originally 60), including elimination of the package sewage-treatment facilities, evaporation pond, pool clubhouse and other common elements. In accordance with the California Environmental Quality Act, an addendum to the existing Specific Plan EIR is being utilized. The amendment and addendum are available for public review at the Community Development offices in Bridgeport and Mammoth Lakes. INTERESTED PERSONS may appear before the Board of Supervisors to present testimony or, prior to or at the hearing, file written correspondence with: Board Clerk, PO Box 715, Bridgeport, CA 93517. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Board Clerk at, or prior to, the public hearing.

###



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Board of Supervisors

TIME REQUIRED 30 minutes (15 minutes staff
presentation; 15 minutes Board
discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Marshall Rudolph and Tony Dublino

SUBJECT Conservation Easement Regarding
Conway Ranch

AGENDA DESCRIPTION:

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

Proposed Resolution approving County entry into an Agreement to Convey a Conservation Easement to the Eastern Sierra Land Trust pertaining to Conway Ranch and authorizing the Board Chairman to sign said agreement and easement on behalf of the County and to take such actions and sign such other documents as may be necessary to consummate the transaction and close escrow, as specified in said Agreement and in this resolution.

RECOMMENDED ACTION:

Adopt Resolution R14-__, a resolution of the Board of Supervisors approving County entry into an Agreement to Convey a Conservation Easement to the Eastern Sierra Land Trust pertaining to Conway Ranch and authorizing the Board Chairman to sign said agreement and easement on behalf of the County and to take such actions and sign such other documents as may be necessary to consummate the transaction and close escrow, as specified in said Agreement and in this resolution. Provide any desired direction to staff.

FISCAL IMPACT:

\$114,261.50, already budgeted.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: (760) 924-1707 / mrudolph@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Conveyance staff report](#)
- [Caltrans MOU](#)
- [Caltrans MOU amendment](#)
- [Caltrans MOU fifth amendment](#)
- [Conveyance resolution](#)
- [Conveyance Agreement](#)
- [Exhibit E of Conveyance Agreement \(CE\)](#)
- [Exhibit F of Conveyance Agreement \(MP\)](#)

History

Time	Who	Approval
10/15/2014 1:27 PM	County Administrative Office	Yes
10/15/2014 2:41 PM	County Counsel	Yes
10/15/2014 3:21 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: October 21, 2014

RE: Proposed Resolution approving County entry into an agreement to convey a conservation easement to the Eastern Sierra Land Trust pertaining to Conway Ranch and authorizing the Board Chairman to sign agreement and easement on behalf of the County and to take such actions and sign such other documents as may be necessary to consummate the transaction and close escrow, as specified in said agreement and in this resolution

Recommendation:

Adopt proposed resolution.

Fiscal/Mandates Impact:

\$114,261.50, already budgeted.

Discussion:

Approval of the proposed resolution would authorize County entry into an Agreement to Convey a Conservation Easement (Conway Ranch), attached to the resolution. It would also authorize the Board Chairman to sign the Agreement and, pursuant to the Agreement, to sign the Easement and such other documents as may be necessary to consummate the transaction and close escrow. The conveyance of such an easement is a critical component of the County's Memorandum of Understanding (MOU) with Caltrans, entered into on May 20, 2013, as amended to date. Copies of the MOU and substantive amendments are enclosed for reference.

Unlike the MOU, which is between the County and Caltrans, the parties to the proposed Conveyance Agreement are the County and the Eastern Sierra Land Trust (ESLT). The basic purpose of the Agreement is to formalize the easement-conveyance transaction between the County and ESLT. It was the result of negotiations over many months between the County and ESLT and represents terms mutually agreeable to ESLT and to the County's internal working group for the conservation easement project, consisting of myself, Tony Dublino (and before him, Dan Lyster), and supervisors Hunt and Alpers. The working group recommends County entry into the proposed agreement.

It is important to note that the Agreement contains several exhibits, including the current drafts of the Conservation Easement and Management Plan (discussed below), and each of those documents also has various exhibits. One such exhibit for the Easement is the Baseline Documentation Report, which is far too voluminous to include in the Board's agenda packet. But it is available for review by the Board (and the public) on the County's website at the following link:
<http://monocounty.ca.gov/facilities/page/conway-ranch-conservation-easement-final-draft-released>

Easement Development Process:

The heart of the Agreement, of course, is the conveyance of a Conway Ranch conservation easement in fulfillment of the Caltrans MOU. Such an easement has been in the development stages since 2013. The process began with public outreach and meetings among stakeholders including the Mono Basin RPAC, the Mono County Fisheries Commission, and numerous other individuals and groups. Based on existing grant restrictions and feedback received in these meetings, a Draft Conservation Easement and Management Plan were developed. These documents were released to the public and to the Conway Ranch grantors (Caltrans, NFWF and State Parks) on April 30, 2014.

The documents generated a significant volume of comments from the grantors, agencies, and the public. The comments were discussed at length by the County's internal working group for the project and ESLT representatives, and were presented along with the draft documents to the Board of Supervisors at a public meeting in Lee Vining on June 27, 2014. At that meeting, numerous oral comments were provided and the Board requested a second meeting to provide direction to staff on how to proceed.

The second meeting was held on July 15, 2014, in Mammoth Lakes. Based on Board direction provided at that meeting, the County's working group and ESLT representatives discussed and prepared the final draft of the Conservation Easement and Management Plan, and the Baseline Documentation Report. Simultaneously, staff worked through a variety of technical issues relating to the Conveyance Agreement, encroachment issues on Conway Ranch, legal descriptions of the property, and

amendments to restrictive covenants. Each of these issues and related documents have been addressed to the satisfaction of the County's internal working group and ESLT.

The final drafts of the Conservation Easement and the Management Plan were released via email to interested parties on September 26, 2014. These documents, along with the Final Baseline Documentation Report, were posted to the County website on October 2, 2014. Since posting, informal comments and corrections have generated a handful of minor changes to the documents, making the documents in today's agenda packet slightly different from those released to the public. Staff will highlight those changes at the meeting. Interested parties were requested to address comments to the Clerk of the Board by October 14, 2014, for inclusion in the Board packet.

As of October 14, only two written comments were received and both relate to sheep grazing on the property. Because the comments were received at such a late date, staff was unable to prepare suggested revisions (if deemed necessary) to respond to the comments, but intends to have any such suggestions prepared by the meeting date.

Conveyance Agreement summary:

In many ways, the Conveyance Agreement is analogous to a typical purchase-and-sale agreement used in most real estate transactions and deals with such issues as title and escrow. There are two sections of the Agreement, however, that are more unique to this transaction and that deserve special discussion: "County Stewardship Endowments" (Section 10) and "Liquidated Damages" (Section 11). Each topic is discussed below.

The concept of "stewardship" funding refers to the payment of money to ESLT to support its future efforts, in perpetuity, with respect to administration (or stewardship) of the easement. It is also discussed in the Caltrans MOU. Under that MOU, both the County and Caltrans agreed to pay \$17,500 toward an initial stewardship endowment, and the conveyance agreement reiterates that requirement for the County. The funds are only payable through escrow if all other applicable terms of the MOU and Agreement necessary to close escrow are met. In addition, the Agreement provides for the County's payment of a second stewardship endowment of \$20,000 to support ESLT's activities with respect to further development of aquaculture facilities on the Property. Payment of that second endowment is triggered only if and when the County provides ESLT with plans for such further aquaculture development. The second endowment covers the first 10 hours per calendar year of ESLT's time on such administration. Hours beyond that are reimbursed by the County at rates discussed in the Agreement, provided the total amount of hours reimbursed does not exceed 50 hours in a calendar year. In extenuating circumstances, reimbursement for hours beyond 50 hours is also possible. Any disputes regarding the amount of reimbursement are subject to mediation or arbitration.

The concept of “liquidated damages” refers to an agreed-upon monetary sum that will compensate injuries to a contracting party– in this case, ESLT – under certain specified circumstances. Specifically, the Agreement provides for the County’s payment of \$20,000 to ESLT (as liquidated damages) in the event that the County does not ultimately convey the Easement due to a change of heart (“cold feet”), failure to use good faith, reasonable efforts, or due to the County’s default under the Agreement. As with other issues, this concept and monetary amount was the result of considerable negotiations and meetings between ESLT and County representatives. And again, it is only payable if the County doesn’t complete the transaction for any of the specified reasons. But by the same token, the Board needs to understand that through its approval of the Conveyance Agreement, the County is making a legal commitment to complete that transaction, and failure to do so for any of the specified reasons will have financial consequences in the form of liquidated damages.

If you have any questions regarding this item, please feel free to contact me at (760) 924-1707, or Tony Dublino at (760) 932-5453.

Encl.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
MONO COUNTY**

This Memorandum of Understanding (MOU) is entered into, by, and between the California Department of Transportation (Caltrans) and the County of Mono, a political subdivision of the State of California (sometimes referred to herein as "Mono County" or "the County").

RECITALS

Caltrans and Mono County wish to address land management and fish rearing issues at Conway and Mattly Ranches located in the County (and also described as including APNs 019-100-008, 019-100-019, 019-100-020, 019-110-016, 019-110-018, 011-200-010, 011-200-009, 011-280-021 and lots within the Conway Ranch subdivision also known as lots A, B, 5 through 14, inclusive, 17 through 21 inclusive and lots 24 through 108, inclusive, in tract number 34-13, in book 9, pages 53 to 53H, inclusive, of maps in the office of the County of Mono Recorder). Mono County purchased the Conway and Mattly Ranches (sometimes referred to collectively herein as "Conway Ranch" or "the property") in part using grants from Caltrans that identify certain restrictions and allowable uses of the land, some of which are set forth in an *Agreement Declaring Restrictive Covenants* that was recorded against a portion of the Conway Ranch property.

Through discussions with Mono County, it has become apparent that the restrictions imposed by the grants received by Mono County for the purchase of the property do not allow for full realization of the potential and needs of the fish rearing operation.

The current fish rearing facility located on Conway Ranch falls within a 185 acre area that was purchased with Environmental Enhancement and Mitigation Program (EEMP) Cycle 7 funding. The County's acceptance of the grant funds for use in purchase of the ranches came with certain resource protections and restrictions.

To help the County in realizing both the economic and tourist based fish rearing potential the ranches offer and to address land management concerns, Caltrans proposes to allow for repayment of a portion of the EEMP Cycle 7 grant received by Mono County, thereby removing approximately 75 acres of the Conway Ranch from the delineated grant area and freeing current restrictions imposed by the grant (see Exhibit A).

ROLES AND RESPONSIBILITIES

As a condition of approval by Caltrans for the removal of 75 acres from the grant restrictions and as agreed to by both parties, Mono County will grant a conservation easement for the remaining portions of both the Conway and Mattly Ranches to the Eastern Sierra Land Trust (see Exhibit A). For purposes of satisfying this condition, Mono County is only required to include in the *Conservation Easement* provisions reiterating and potentially clarifying the existing restrictions and requirements of the Caltrans-administered grants that will still be applicable to various

portions of the property (outside of the 75 acres) and the Eastern Sierra Land Trust will only be responsible for ensuring that future uses and management of the property are consistent with those existing restrictions and requirements.

The County will retain all of its current authority and control over the property (including its water rights). It is understood that the *Conservation Easement* will not confer on the Eastern Sierra Land Trust any authority to manage any portion of the Conway Ranch property nor to direct or compel the County or any third party to engage in any activity on the property (except to remedy violations of easement restrictions and requirements), nor to permit any third party to enter or occupy the property or to perform any activity there without County consent, in accordance with the *Conservation Easement*.

Caltrans understands that Mono County will be required to provide notice and/or seek approval of the *Conservation Easement* from one or more of the other agencies or entities who provided grant funding for the County's purchase of Conway Ranch property portions (e.g., the California Department of Parks and Recreation and the National Fish & Wildlife Foundation). If any such agency or entity objects to the *Conservation Easement*, then the parties shall meet and confer in an effort to resolve the situation, and neither party shall be deemed in breach of this MOU. If the parties are unable to satisfactorily resolve the situation, then either party may rescind this MOU. Caltrans also understands that one or more of the other agencies or entities who provided grant funding may wish for the County to incorporate into the *Conservation Easement* provisions reiterating and potentially clarifying the restrictions and requirements imposed by their respective grants, and Caltrans hereby consents to the County's inclusion of such provisions.

The cost of repayment for the 75 acres of the Conway Ranch that includes the fish rearing portion is \$95,800. The sum will not be due and payable unless and until Caltrans has approved the terms of the *Conservation Easement* as described below. The County will provide said payment by check payable to "the State of California Department of Transportation" and delivered in person or by mail to:

State of California
Department of Transportation
Cashiering Office - MS 58
P.O. Box 168019
Sacramento, CA 95816-8019

no later than 30 days after Caltrans has notified the County of its approval of the terms of the proposed *Conservation Easement*.

Caltrans will fund half of the cost of the Stewardship Fund to the Eastern Sierra Land Trust, which is not to exceed \$17,500, and will be payable directly to ESLT from Mono County from the \$95,800 due to Caltrans, thereby reducing the amount payable to Caltrans to \$78,300. Mono County is responsible for the remainder (also not to exceed \$17,500). It is understood that the cost of the Stewardship Fund is a one-time expense and that neither Mono County nor Caltrans will be obligated to fund any ongoing or future costs to the Eastern Sierra Land Trust related to the purposes of the Stewardship Fund. Funding of the Stewardship Fund shall occur within 30 days after recording of the *Conservation Easement*.

The existing *Agreement Declaring Restrictive Covenants* will be amended to change the legal description of the real property encumbered by said agreement (in order to exclude the subject 75-acre portion). Said amendment will be recorded against the affected portion of the Property either on the same day or prior to the recording of the *Conservation Easement*.

Caltrans must approve the *Conservation Easement* prior to amending the *Agreement Declaring Restrictive Covenants*. In the event that Caltrans and the County are unable to mutually agree to all of the terms of the *Conservation Easement*, despite their best efforts, then either party may rescind this MOU. In that event, neither party shall have any rights or obligations under this MOU.

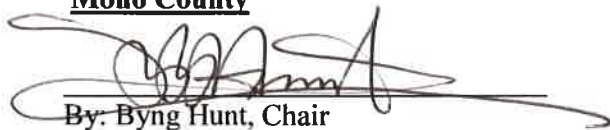
Provided the County fulfills its obligations under this MOU, Caltrans agrees to withdraw its notice of noncompliance (and associated letters) and demand for repayment to Mono County for the Conway Ranch. In other words, Caltrans agrees that any issues or allegations that Caltrans actually raised or could have raised regarding the County's compliance with any Caltrans-administered grants applicable to Conway Ranch prior to the parties' entry into this MOU are hereby fully resolved and shall not form the basis of any future allegations or notices of noncompliance by Caltrans nor by any person or entity ostensibly acting on its behalf (e.g., the Eastern Sierra Land Trust).

This MOU becomes effective when fully executed by all parties. The parties have 180 days to implement all provisions of this MOU upon execution. The parties may separately agree to use the services of a third party or escrow to facilitate and coordinate any of the foregoing details of this transaction. This MOU can be terminated, modified, or amended by mutual written consent of all parties. This MOU does not replace or modify any other preexisting MOU between any or all parties. Likewise, future MOUs may be entered into between any or all of the parties notwithstanding this MOU.

EXECUTION

The parties have executed and entered into this MOU through their authorized representatives whose signatures are below.

Mono County



By: Byng Hunt, Chair
Board of Supervisors

Dated: 5-14-13

Approved as to form:

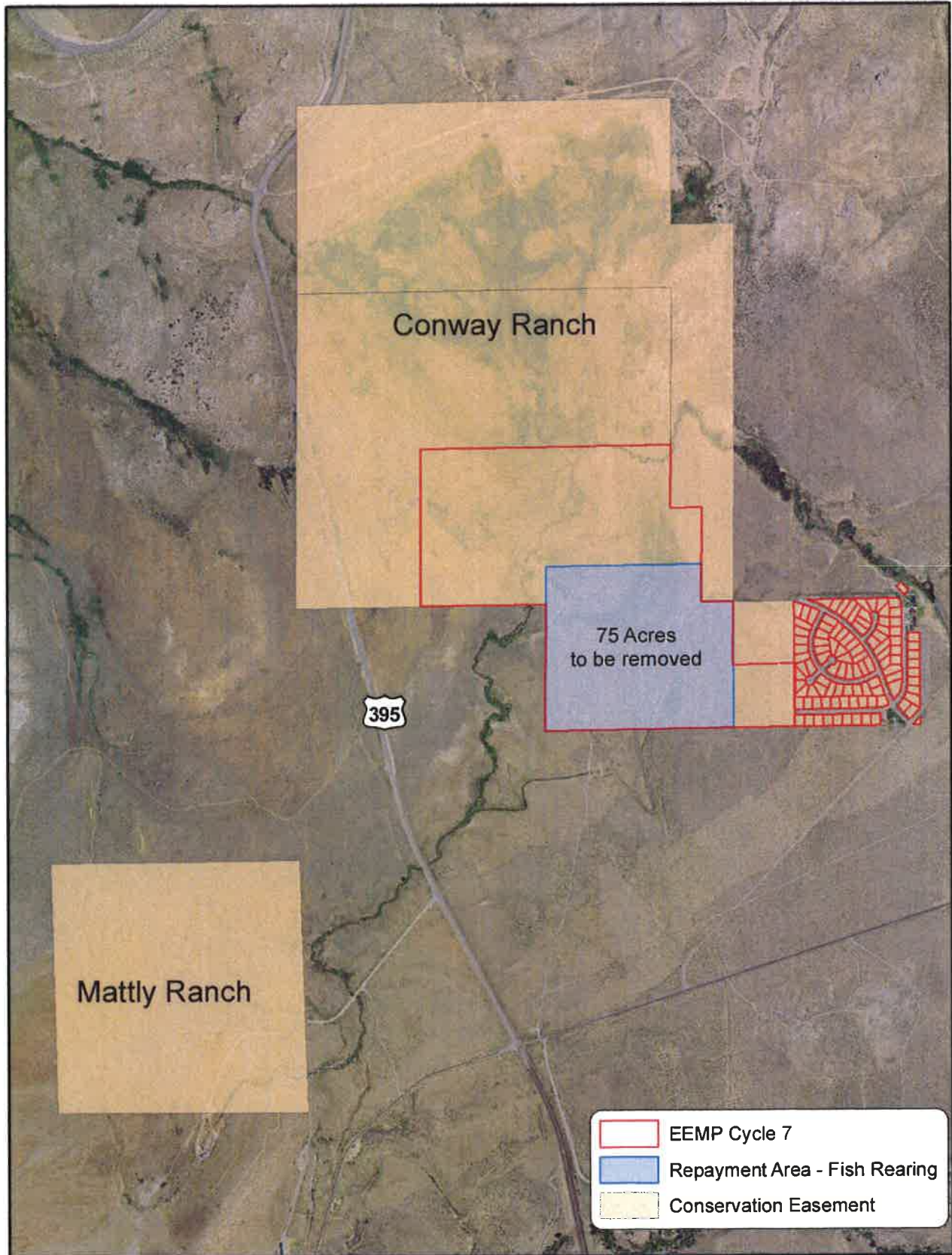

Marshall Rudolph, County Counsel

California Department of Transportation


THOMAS P. HALLENBECK
District 9 Director

Dated: 5/20/13

Exhibit A



National Agricultural Imagery Program; U.S. Department of Agriculture, Farm Service Agency, Aerial Photography Field Office

APR 18 10 42 AM '13



CC1185

Date: 3/13/2013

FOURTH AMENDMENT OF THE CONWAY RANCH MOU

THIS FOURTH AMENDMENT OF the Conway Ranch Memorandum of Understanding (FOURTH AMENDMENT) is ENTERED INTO as of July 15, 2014, between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the COUNTY OF MONO, a political subdivision of the State of California, referred to herein as "COUNTY". The State and County are sometimes referred to herein as "the parties."

RECITALS

1. The parties hereto entered into a Memorandum of Understanding (MOU) on May 20, 2013 defining the terms and conditions regarding the Conway and Mattly Ranches.
2. By previous amendments of the MOU, the deadline for implementation of the provisions of the MOU was extended until September 1, 2014. Meanwhile, an issue has arisen between the parties that they wish to incorporate into the MOU through this amendment, pertaining to lot B in the Conway Ranch subdivision (APN 019-210-060).

IT IS THEREFORE MUTUALLY AGREED

1. The following paragraph is added to the end of the "Recitals" portion of the MOU:


"In addition to and notwithstanding the foregoing, the parties have agreed to include Lot B with the 75 acres to be removed from the delineated grant area thereby freeing Lot B from current restrictions."

2. The first sentence of the paragraph in the "Roles and Responsibilities" portion of the MOU that begins with "The cost of repayment for the 75 acres . . ." (previously the fourth paragraph) is amended to read as follows: "The cost of repayment for the 75 acres and Lot B of the Conway Ranch that includes the fish rearing portion is \$96,761.50."
3. The first sentence of the paragraph in the "Roles and Responsibilities" portion of the MOU that begins with "Caltrans will fund half of the cost . . ." (previously the fifth paragraph) is amended to read as follows: "Caltrans will fund half of the cost of the Stewardship Fund to the Eastern Sierra Land Trust, which is not to exceed \$17,500, and will be payable directly to ESLT from Mono County from the \$96,761.50 due to Caltrans, thereby reducing the amount payable to Caltrans to \$79,261.50."
4. The first sentence of the paragraph in the "Roles and Responsibilities" portion of the MOU that begins with "The existing *Agreement Declaring Restrictive Covenants* . . ." (previously the sixth paragraph) is amended to read as follows: "The existing *Agreement Declaring Restrictive Covenants* will be amended to change the legal description of the real property encumbered by said agreement (in order to exclude the subject 75-acre portion and Lot B)."
5. Exhibit A of the Agreement will be modified to identify Lot B to be released.
6. All other terms and conditions of the MOU not hereby amended remain in full force and effect and are hereby incorporated by reference and reaffirmed by the parties.


EXECUTION

The parties have executed and entered into this Fourth Amendment through their authorized representatives whose signatures are below.

Mono County


By: Larry K. Johnston, Chairman
Board of Supervisors
Dated: _____

Approved as to form:


Marshall Rudolph, County Counsel

California Department of Transportation


THOMAS P. HALLENBECK
District 9 Director
Dated: 7/18/14

FIFTH AMENDMENT OF THE CONWAY RANCH MOU

THIS FIFTH AMENDMENT OF the Conway Ranch Memorandum of Understanding (FIFTH AMENDMENT) is ENTERED INTO as of August 19, 2014, between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the COUNTY OF MONO, a political subdivision of the State of California, referred to herein as "COUNTY". The State and County are sometimes referred to herein as "the parties."

RECITALS

1. The parties hereto entered into a Memorandum of Understanding (MOU) on May 20, 2013 defining the terms and conditions regarding the Conway and Mattly Ranches.
2. By previous amendments of the MOU, the deadline for implementation of the provisions of the MOU was extended until September 1, 2014. The parties also amended the MOU to address an issue that arose pertaining to lot B in the Conway Ranch subdivision (APN 019-210-060).
3. While considerable progress has been made toward implementation of the MOU, more time is necessary. In addition, it has come to the parties' attention that there are certain encroachments (trespasses) on County property within the Conway Ranch subdivision portion of the property, which will need to be resolved before that portion of the property can be included in a conservation easement. As a result, the parties have decided to accomplish the conservation easement in two phases: the first phase would involve all portions of the property other than the area in the subdivision with encroachment issues; the second phase would involve that subdivision area, after the encroachment issues have been resolved.
4. Through this fifth amendment, the parties wish to address the phasing issue and to extend the deadline for implementation of MOU provisions with respect to phase one until December 1, 2014, and to extend the deadline for implementation of MOU provisions with respect to phase two until July 1, 2015.

IT IS THEREFORE MUTUALLY AGREED

1. The first paragraph of the "Roles and Responsibilities" portion of the MOU is revised to read as follows:

"As a condition of approval by Caltrans for the removal of 75 acres plus Lot B from the grant restrictions and as agreed to by both parties, Mono County will grant a conservation easement for the remaining portions of both the Conway and Mattly Ranches to the Eastern Sierra Land Trust (see Exhibit A), which may be accomplished in two phases in order to allow the County time to resolve certain encroachment (trespass) issues in the Conway Ranch subdivision portion of the property. Specifically, phase one shall consist of the entire property with the exception of that subdivision portion with potential encroachment and/or boundary uncertainty issues (Lots 5, 17, 21, 24, 105, 106, 107, and 108); and phase two shall consist of that subdivision portion that was not included in phase one (i.e., Lots 5, 17, 21, 24, 105, 106, 107, and 108). Note: Lot B will not be included in either phase. For purposes of satisfying the aforementioned condition of approval (with respect to both phases), Mono County is only required to include in the *Conservation Easement* provisions reiterating and potentially clarifying the existing restrictions and requirements of the Caltrans-administered grants that will still be applicable to various portions of the property (outside of the 75 acres) and the Eastern Sierra Land Trust will only be responsible for ensuring that future uses and management of the property are consistent with those existing

restrictions and requirements. (Note: although not mandated by Caltrans or by the foregoing language, Mono County's present intention is to include the 75 acres within the *Conservation Easement*, with specific provisions applicable only to that area)."


2. The last sentence of the paragraph in the "Roles and Responsibilities" portion of the MOU that begins with "Caltrans will fund half of the cost . . ." is amended to read as follows: "Funding of the entire Stewardship Fund shall occur within 30 days after recording of the *Conservation Easement* with respect to the phase one portion of the property (and no further Stewardship Fund funding shall be required after recording of a subsequent document extending the *Conservation Easement* to the phase two portion of the property)."
3. The paragraph of the "Roles and Responsibilities" portion of the MOU that begins with "The existing *Agreement Declaring Restrictive Covenants . . .*" is amended in its entirety to read as follows:

"The existing *Agreement Declaring Restrictive Covenants* and/or the underlying grant agreements will be amended to change the legal description of the real property encumbered by said agreements (in order to exclude the 75-acre portion and Lot B). Said amendment will be recorded or otherwise effectuated on the same day or prior to the recording of the *Conservation Easement* with respect to the phase one portion of the property."
4. The second sentence of the last paragraph of the Roles and Responsibilities portion of the MOU is amended in its entirety to read as follows: "The parties have until December 1, 2014, to implement all provisions of this MOU with respect to phase one; and the parties have until July 1, 2015, to implement all provisions of this MOU with respect to phase two. See discussion above regarding phasing of the conservation easement."
5. All other terms and conditions of the MOU not hereby amended remain in full force and effect and are hereby incorporated by reference and reaffirmed by the parties.

EXECUTION

The parties have executed and entered into this Fifth Amendment through their authorized representatives whose signatures are below.

Mono County



By: Larry K. Johnston, Chairman
Board of Supervisors
Dated: 8/19/2014

Approved as to form:



Marshall Rudolph, County Counsel

California Department of Transportation



THOMAS P. HALLENBECK
District 9 Director
Dated: 8/25/14



RESOLUTION NO. R14-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING COUNTY ENTRY INTO AN AGREEMENT TO CONVEY A CONSERVATION EASEMENT TO THE EASTERN SIERRA LAND TRUST PERTAINING TO CONWAY RANCH AND AUTHORIZING THE BOARD CHAIRMAN TO SIGN SAID AGREEMENT AND EASEMENT ON BEHALF OF THE COUNTY AND TO TAKE SUCH ACTIONS AND SIGN SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO CONSUMMATE THE TRANSACTION AND CLOSE ESCROW, AS SPECIFIED IN SAID AGREEMENT AND IN THIS RESOLUTION

WHEREAS, the County owns certain real property known generally as the Conway Ranch (and including the Mattly Ranch), sometimes referred to herein as "the Property;" and

WHEREAS, the County purchased the Property with grant funds, including several grants administered by Caltrans; and

WHEREAS, the County entered into a Memorandum of Understanding (MOU) with Caltrans on May 20, 2013, as amended to date, which is incorporated herein by this reference; and

WHEREAS, said MOU provides generally for Caltrans to release certain grant restrictions on a 75-acre portion of the Property in exchange for the County's repayment of certain grant funds to Caltrans and conveyance of a conservation easement over the remaining areas of the Property to the Eastern Sierra Land Trust, a California nonprofit public benefit corporation, which easement would reiterate and clarify existing grant restrictions (sometimes referred to herein as "the Easement"); and

WHEREAS, the County has spent many months drafting such an easement, which will also apply to the 75-acre portion of the Property and will also incorporate and clarify the existing grant restrictions of the two other entities whose grants contributed to the County's acquisition of the Property - namely, National Fish and Wildlife Foundation and State Parks and Recreation; and

WHEREAS, in the course of drafting the Easement, the County has sought and obtained input from the public, the grantors, and other interested parties, and, with direction from the Board of Supervisors, has made numerous revisions to the original draft Easement in response to such input; and

WHEREAS, the Easement also incorporates use of a management plan, which is intended to be revised over time, and the initial management plan draft has also been circulated for input to interested parties at the same time as the Easement and has similarly been revised in response to input received; and

WHEREAS, while it has not been possible, necessary, or desirable to address every comment received or incorporate every recommendation made by interested parties regarding the draft Easement and management plan, the Board finds that the most recent drafts of those documents represent a fair balance of the numerous and sometimes competing interests pertaining to the Property and that conveyance of the Easement is in the public's interest; and

1 **WHEREAS**, the Agreement to Convey a Conservation Easement (Conway
2 Ranch), by and between the County and the Eastern Sierra Land Trust, a copy of which
3 is attached hereto as an exhibit and incorporated herein by this reference (hereinafter
4 “the Agreement”), would formally authorize and effectuate the County’s conveyance of
5 the Easement to the Eastern Sierra Land Trust; and

6 **WHEREAS**, the Board finds and determines that entry into the Agreement and
7 conveyance of the Easement are exempt from further review under the California
8 Environmental Quality Act (CEQA) under each and all of the following categorical
9 exemptions - Class 7 (actions by regulatory agencies for protection of natural
10 resources), Class 8 (actions by regulatory agencies for protection of the environment,
11 and Class 17 (open space contracts or easements) --- and also because future use of the
12 Property is conditioned on CEQA compliance (14 Cal. Code of Regs §§ 15004(b)(2)(A),
13 15307, 15308, and 15317.) and staff is directed to file any appropriate notices of said
14 determination in compliance with CEQA;

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

17 **SECTION ONE:** The Board hereby approves and authorizes County entry into
18 the Agreement, attached hereto as Exhibit “A,” and authorizes the Board Chairman to
19 sign said Agreement on behalf of the County, and pursuant to that Agreement,
20 authorizes the conveyance of the Easement described in the Agreement to the Eastern
21 Sierra Land Trust.

22 **SECTION TWO:** Pursuant to the Agreement, the Board also authorizes the
23 Board Chairman to sign a final version of the Easement on behalf of the County,
24 provided it is approved as to form by County Counsel and does not differ substantively
25 from the version attached to the Agreement.

26 **SECTION THREE:** Pursuant to the Agreement (and the MOU), the Board also
27 authorizes the Board Chairman to take such actions and sign such other documents as
may be necessary to consummate the transaction and close escrow, including but not
limited to the following, provided they are approved as to form by County Counsel:

- Amendments to the original grant agreements and agreements declaring restrictive covenants (ADRCs) between the County and Caltrans.
- Opening and closing escrow including escrow instructions related thereto.
- An amendment to the Declaration of Restrictions dated June 9, 1982, and recorded August 4, 1982, in Volume 360, Page 223 of the Official Records of Mono County, associated with Tract Map No. 34-13, to release their application to portions of the Property outside of that Tract Map’s subdivision lots.

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1 **PASSED AND ADOPTED** this day of , 2014, by the following
2 vote:

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

7 ATTEST: _____
8 Clerk of the Board

LARRY K. JOHNSTON, Chairman
Board of Supervisors

9 APPROVED AS TO FORM:

10 _____
11 COUNTY COUNSEL

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**AGREEMENT TO CONVEY
A CONSERVATION EASEMENT
Conway Ranch**

This Agreement to Convey a Conservation Easement (“Agreement”) is dated for reference purposes as of October ___, 2014, between **COUNTY OF MONO**, a political subdivision of the State of California ("Grantor") and **EASTERN SIERRA LAND TRUST**, a California nonprofit public benefit corporation ("ESLT").

RECITALS

A. The addresses, telephone numbers and email addresses of the parties to this Agreement are as follows:

GRANTOR:

Mono County
Board of Supervisors
Attn: Clerk of the Board
P.O. Box 715
Bridgeport, CA 93517
Tel: (760) 932-5530
Fax: (760) 932-5531
Email: lromero@mono.ca.gov

ESLT:

Eastern Sierra Land Trust
P. O. Box 755
Bishop, California 93515
Attn: Kay Ogden, Executive
Director
Tel: (760) 873-4554
Fax: (760) 873-9277
Email: kay@eslt.org

Street Address:
176 Home St.
Bishop, California 93514

Copies of any notice to Grantor should also be sent to:

Office of the County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546
Attn: Marshall Rudolph, Esq.
Tel: (760) 924-1700
Fax: (760) 924-1701
Email: mrudolph@mono.ca.gov

Copies of any notice to ESLT should also be sent to:

C. Victoria Simonds
Attorney at Law
523 17th Avenue
San Francisco, CA 94121
Tel: (415) 387-1973
Fax: (415) 387-3077
Email: vsimonds@pacbell.net

B. Grantor purchased and is the owner of certain real property in Mono County, California, commonly known as “Conway and Mattly Ranches,” consisting of approximately 808 acres and associated water rights (“Grantor’s Real Property”). That portion of Grantor’s real property which is the subject of this Agreement, consisting of approximately 806 acres, is described in **Exhibit A** attached hereto (sometimes referred to collectively herein as “Conway Ranch” or the “Property”). That portion of Grantor’s Real Property excluded from this Agreement, consisting of Lots 5, 17, 21, 24 and Lots 105-

108, inclusive, in Tract No. 34-13, in Book 9, Pages 53-53H, inclusive, of Maps in the Office of the Recorder of Mono County, containing approximately 2.2 acres, may be referred to in this Agreement as the “Excluded Property.” Acquisition of Grantor’s Real Property took place in phases using grants from California Department of Transportation utilizing California Environmental Enhancement and Mitigation Program (“EEMP”) and California Transportation Enhancement Activities (“TEA”) funding (jointly, “Caltrans”), California Department of Parks and Recreation utilizing Habitat Conservation Fund, Deer and Mountain Lion Habitat Program (“HCF”) funding (“State Parks”) and the National Fish & Wildlife Foundation utilizing U.S. Fish and Wildlife Service (“NFWS”) funding (“NFWF”). Caltrans, State Parks, and NFWF may collectively be referred to herein as the “Funders.” Grantor’s Real Property, the acquisition phases and the funding sources used to acquire them are shown on **Exhibit B** attached hereto and incorporated herein by this reference (“Map of Grantor’s Real Property - Phases and Funding Sources”). The grant agreements entered into between Grantor and the Funders, including the various grant programs’ applicable statutory or other requirements, Grantor’s actual grant applications, the actual signed grant agreements, and that certain NFWF letter dated August 12, 1998, may collectively be referred to herein as the “Grant Agreements.”

C. Grantor’s acceptance of the grant funds for use in purchase of Grantor’s Real Property came subject to certain use, ownership, management and resource protections and restrictions contained in the Grant Agreements. In Phase I of the acquisition, Grantor acquired that certain 208 acre portion of Grantor’s Real Property as shown on **Exhibit B** and is described in **Exhibit C** attached hereto and incorporated herein by this reference (“Phase I Property”). In conjunction with Grantor’s grant agreement with Caltrans for the Phase I Property (using EEMP, Cycle 7 funds), Grantor signed and recorded that certain *Agreement Declaring Restrictive Covenants* encumbering the Phase I Property with the Mono County Recorder’s Office on December 31, 1998 in Vol. 0832, Page 022 (“ADRC #1”). In addition to other Caltrans grant requirements, the ADRC #1 identified certain resource protections and restrictions and allowable uses of the Phase I Property.

D. Grantor currently operates, or licenses for operation, a fish rearing facility located on a portion of the Phase I Property. Through discussions between Grantor and Caltrans (“Caltrans Action”), it has become apparent that the restrictions imposed by ADRC#1, as interpreted by Caltrans, will not allow for certain proposals to expand the facility (e.g., construction of a permanent building for egg-taking station, fish-rearing barn, and garage/shop, and related aquaculture infrastructure).

E. In accordance with that certain Memorandum of Understanding entered into between California Department of Transportation and Mono County, dated May 20, 2013, as amended to date (“MOU”) defining the terms and conditions regarding the Conway and Mattly Ranches, in exchange for the release by Caltrans of approximately 75 acres of the Conway Ranch shown on **Exhibit D** attached hereto (“Aquaculture Area”) from the delineated grant area and freeing those acres from the current restrictions imposed by ADRC #1, and certain other consideration, Grantor has agreed to the repayment by Grantor to Caltrans of a portion of the EEMP Cycle 7 grant received by Grantor for the purchase of the Phase I Property, the granting to ESLT of a conservation easement that would reiterate and clarify existing restrictions and requirements in the Grant Agreements encumbering all of Conway Ranch (including the Aquaculture Area), and the payment by Caltrans to ESLT of the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) (“Caltrans Stewardship Endowment”) and the payment by Grantor to ESLT of the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) (“County Stewardship Endowment”), each such payment to be made as provided in Section 10 of this Agreement (collectively, the “Endowments”). An additional Twenty Thousand Dollars (\$20,000.00) shall be

payable by Grantor to ESLT after the close of escrow if and when complete plans are submitted for new proposed aquaculture facilities, and additional cost reimbursement, all as described in Section 10 of this Agreement (and referenced in Section 26(k) of the Easement)(“Second County Stewardship Endowment”).

F. Grantor wishes to convey to ESLT, and ESLT wishes to accept the conveyance from Grantor of, a permanent conservation easement affecting the Property as described in **Exhibit E** attached hereto (the “Conservation Easement” or “Easement”) on the terms and subject to the conditions set forth in this Agreement.

G. ESLT is a conservation organization whose primary purpose is the preservation and protection of land in its agricultural and/or open space condition. ESLT is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and is included in the "Cumulative List of Organizations described in Section 170(c) of the Internal Revenue Code" published by the Internal Revenue Service. ESLT is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

THE PARTIES AGREE AS FOLLOWS:

1. **Conveyance of Easement.** For and in consideration of the mutual covenants and promises contained in this Agreement, and in the Easement, and in acknowledgement of ESLT's and Grantor's reliance on this Agreement and ESLT's and Grantor's expenditure of significant funds and time in connection herewith, Grantor agrees to convey the Easement to ESLT on the terms and conditions set forth in this Agreement.

(a) ESLT shall not be obligated to accept title to the Easement if: (i) Grantor fails, refuses or is unable to perform any of Grantor's material obligations under this Agreement; (ii) ESLT elects to terminate this Agreement because any of Grantor's representations or warranties cease to be true prior to the close of escrow; (iii) ESLT elects to terminate this Agreement because Grantor is unable to remove an unpermitted title exception; (iv) ESLT elects to terminate this Agreement in accordance with Section 9 of this Agreement because of unacceptable environmental conditions on the Property; (v) ESLT elects not to close by reason of damage to the Property in accordance with Section 11 of this Agreement; (vi) ESLT does not approve the final form of the Easement or the “Management Plan” in accordance with Section 5(c); (vii) any of the Funders fails to approve this transaction for any reason, including, but not limited to, failure to approve the final form of the Easement in accordance with Section 3(c) of this Agreement; or (viii) Caltrans fails to pay its share of the Endowments as set forth in Recital E.

(b) Grantor shall not be obligated to convey title to the Easement if: (i) ESLT fails, refuses or is unable to perform any of ESLT's material obligations under this Agreement; (ii) Grantor does not approve the final form of the Easement or the “Management Plan” in accordance with Section 5(c) or the “Baseline Documentation Report” in accordance with Section 9; or (iii) any of the Funders fails to approve this transaction for any reason, including, but not limited to, failure to approve the final form of the Easement in accordance with Section 3(d) of this Agreement or the form of the Baseline Documentation Report in accordance with Section 9.

2. **Escrow and Closing.** The parties shall open an escrow with Inyo-Mono Title Co., 873 N. Main St., Bishop, CA 93514, (760) 872-4741, Attn: Caroline Phillips (“Escrow Holder”) for the purpose of closing the conveyance of the Easement. For purposes of this Agreement, the term “Close of Escrow”

or the "Closing" shall mean the date the Easement is recorded in the Official Records of Mono County. **The Close of Escrow shall occur on or before December 1, 2014, unless extended by the mutual written consent of Grantor and ESLT.** Written escrow instructions consistent with the terms of this Agreement shall be signed by the parties and delivered to Escrow Holder prior to the scheduled Closing. Grantor and ESLT shall also deposit with Escrow Holder any instruments, documents, and other items identified in the escrow instructions or reasonably required by Escrow Holder to close the sale of the Easement by the Close of Escrow.

3. **Title.** Grantor shall convey the Easement to ESLT subject only to the following "Permitted Exceptions," only as to that portion of Grantor's Real Property constituting the Property: (i) the lien for nondelinquent real property taxes, if any; (ii) standard pre-printed exceptions on the title insurance policy to be obtained pursuant to Section 4 below; (iii) exceptions numbers 1-12, 13 (except Parcels 1, 4 and 12 must be released from this encumbrance), 14-17, and 19-27, set forth in that certain preliminary report prepared by Escrow Holder, as Title Order No. #136487, dated as of August 28, 2014, Updated (the "Title Report," a copy of which has been provided to Grantor); (iv) the following actual or alleged interests in the Property: a prescriptive easement by Southern California Edison ("SCE") for its infrastructure and access thereto, including the SCE Lundy Powerhouse tailrace and any associated infrastructure located in the southeast corner of Mattly Ranch, not covered by recorded easements, including Title Report exception numbers 4, 5, 7, 8, 9, and 14 ; and (v) the provisions of the Easement, but not including those provisions that create the insured estate. With respect to exception numbers 19, 21, 22, and 23, instruments related to Caltrans' Grant Agreements (collectively, "ADRCs"), Caltrans and Grantor shall amend said Grant Agreements and related ADRCs, and said exceptions shall be Permitted Exceptions.

(b) All matters and agreements not constituting Permitted Exceptions (including those agreements disclosed in Section 6(b), collectively, the "Property Agreements") shall be subordinated to the Easement, by subordination agreement in a form reasonably acceptable to ESLT, or released, terminated or reconveyed by Close of Escrow. Grantor has already used and will continue to use good faith, reasonable efforts (defined as Grantor's direct requests by e-mail or other writing and by phone and at least two follow-up communication efforts) to get F.I.M. Corporation, a Nevada corporation (holder of the current grazing lease as described in Section 6(b), "F.I.M."), to subordinate its leasehold interest to the Easement, by subordination agreement in a form reasonably acceptable to ESLT. ESLT understands that F.I.M. may not agree to such subordination, and, providing Grantor has used good faith, reasonable efforts to obtain the subordination, no failure by F.I.M. to subordinate shall constitute a default by Grantor. If Grantor fails to obtain such subordinations, releases, terminations or reconveyances, ESLT may waive this requirement as to any particular agreement or encumbrance after ESLT has had an opportunity to review the agreement or encumbrance, provided any such waiver must be an express written waiver. Any waiver of the subordination/release /termination/reconveyance requirement shall not be a waiver of Grantor's obligation to indemnify and hold ESLT harmless from such matters, as set forth in Section 14. Notwithstanding any other provision in this Agreement to the contrary, in the event Grantor fails to deliver the Easement subject only to the above-defined Permitted Exceptions and ESLT elects not to waive the problem, ESLT's sole and exclusive remedy shall be to terminate the Agreement. In the event that such a failure to deliver title to the Easement as required by this Agreement results from a change of heart by Grantor ("cold feet"), Grantor's failure to use good faith, reasonable efforts or due to Grantor's default under this Agreement, Grantor shall be obligated to pay liquidated damages to ESLT as provided in Section 11 below ("Liquidated Damages"). Grantor's aforesaid Liquidated Damages' obligation shall survive termination of this Agreement.

(c) Grantor has already submitted the proposed Easement (**Exhibit E**) to the Funders and requested their approval through good faith, reasonable efforts. As drafted, the Easement requires the Funders to sign it if they approve it. It is a condition of ESLT's obligation to accept conveyance of the Easement that the Easement be signed by a duly authorized representative of each and every Funder, as such authority is determined in ESLT's reasonable discretion. In no event shall Grantor be in default as a result of any Funder's refusal or failure to timely sign the Easement, unless such refusal or failure to sign the Easement arises from a change of heart by Grantor ("cold feet"), Grantor's failure to continue to use good faith, reasonable efforts (defined as direct communications by e-mail or other writing and by phone, and at least two follow-up communication efforts and reasonable flexibility to making minor, clarifying changes as to the terms of the Easement that are not inconsistent with substantive terms that had already been reviewed and approved by the Funders prior to entry into this Agreement, in light of the requirements and restrictions of the Grant Agreements and the ADRC's) or due to Grantor's other default under this Agreement.

4. **Title Insurance.** ESLT will obtain a CLTA standard coverage owner's policy of title insurance insuring that title to the Easement is vested in ESLT upon Close of Escrow, subject only to the Permitted Exceptions, and containing an endorsement eliminating the standard exclusion from coverage for "3. [D]efects, liens, encumbrances, adverse claims or other matters:...(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or estate or interest insured by this Policy."

5. **Grantor's Promise To Maintain and Not To Further Encumber; Management Plan.**

(a) **Maintenance of Property.** During the term of this Agreement, except as provided below, Grantor shall not (i) remove or permit the removal of any vegetation (other than in the ordinary course as part of current agricultural and/or maintenance operations), soil or minerals from the Property or disturb or permit the disturbance of the existing contours and/or other natural features of the Property; (ii) cause or permit any dumping or depositing of any materials on the Property, including, without limitation, garbage, "Hazardous Materials" (as defined in the Easement), construction debris or solid or liquid wastes of any kind; or (iii) use or improve, or permit the use or improvement of the Property in any manner that would violate the terms of the Easement or the Grant Agreements. Notwithstanding the foregoing, Grantor may engage in activities that might otherwise be prohibited by one or more of the provisions set forth above in this Section 5(a) with the prior written consent of ESLT, which shall not be unreasonably withheld provided the activities would not violate the terms of the Easement or the Grant Agreements and provided that any such consent may be given subject to conditions on the location, manner and extent of any such activities. Grantor agrees that, at the Close of Escrow, the Property will be in substantially the same order and condition as on the Effective Date of this Agreement, except to the extent the condition of the Property has changed as a result of activities that have occurred with the prior written consent of ESLT as set forth above and have been carried out consistent with said prior consent, including any limitations or conditions on said activities.

(b) **Encumbrance.** During the term of this Agreement, Grantor shall not do any of the following without the prior written consent of ESLT, which consent shall not be unreasonably withheld: (i) make or extend any leases, licenses, contracts, options or agreements whatsoever affecting the Property; (ii) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Property; or (iii) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Grantor's actions or omissions, including failure to make a required payment.

(c) Management Plan. The parties have developed a mutually-acceptable management plan for the Property that addresses the activities and uses of the Property, as further described in the Conservation Easement, a copy of which is attached hereto as **Exhibit F** (“Management Plan”). Any revisions to the Management Plan must also be mutually-acceptable.

6. **Grantor's Representations**. Grantor makes the following representations and warranties:

(a) Subject to the Funders’ written approvals, Grantor has full power and authority to enter into this Agreement and to transfer and convey the Easement to ESLT in accordance with the terms of this Agreement and, if Grantor is not an individual, the person signing this Agreement has the full power and authority to sign for Grantor and to bind it to this Agreement and to transfer and convey all right, title and interest in and to the Easement and Grantor shall continue to use good faith, reasonable efforts (defined as direct communications by e-mail or other writing and by phone and at least two follow-up communication efforts and reasonable flexibility as to the terms of the Easement that are not inconsistent with substantive terms that had already been reviewed and approved by the Funders prior to entry into this Agreement, in light of the requirements and restrictions of the Grant Agreements and the ADRC’s) to obtain the Funders’ written approvals prior to the Closing;

(b) Other than: (i) the “Conway Ranch Grazing Lease” with F.I.M., executed by the parties on August 23, 2011 and November 5, 2011, with a term commencing on November 15, 2012 and terminating on November 15, 2017; (ii) the “Water Master Agreement” with F.I.M., dated March 15, 2012, pertaining to water from the Virginia Creek diversion; (iii) the “Conway Ranch Water System Conveyance Agreement” with the Conway Ranch Homeowners Association, a nonprofit unincorporated association, dated September 7, 1999, pertaining to Lot B and the water system for the subdivision shown on Tract Map No. 34-13; and (iv) that certain License Agreement For A Strainmeter Monitoring Station with UNAVCO Inc., a Colorado nonprofit corporation (“UNAVCO”), dated May 25, 2007, with a term of ten years, as amended by that certain Agreement and First Amendment to License Agreement, dated March 11, 2008, pertaining to a Borehole Strainmeter (BSM) and Global Positioning System (GPS) station located at the end of Conway Road (as amended, “UNAVCO Agreement”);, (Conway Ranch Grazing Lease, Water Master Agreement, Conway Ranch Water System Conveyance Agreement, and UNAVCO Agreement, together with any other unpermitted exceptions to title referred to in Section 3(b), collectively, the “Property Agreements”), there is no lease, license, permit, other option, right of first refusal or other agreement, written or oral, which affects the Property that is not shown on the Title Report and Grantor has already provided and shall continue to provide ESLT with access to all non-privileged documents in Grantor’s possession pertaining to the Property Agreements, including copies of all the Property Agreements, for the purposes of review, and, as desired, copying;

(c) Other than: (i) Caltrans’ actions described in the Recitals (“Caltrans Action”); (ii) a notice of pending litigation by Inland Aquaculture Group, LLC, a California limited liability company (contractor who raises fish on the property) and any matter arising out of the termination of the “Conway Ranch Aquaculture Agreement” with Inland Aquaculture Group, LLC, dated August 11, 2006, notice of termination dated June 18, 2014 (collectively, the “Fish Contractor Actions”); and (iii) a Streambed Alteration Agreement, Notification No. 1600-2012-0033-R6, with California Department of Fish and Game (currently, California Department of Fish and Wildlife) aspects of which expired December 31, 2013, pertaining to enhancement projects and compensatory measures (including matters arising therefrom, the “CDFG Streambed Alteration Agreement”) (the Caltrans Action, the Fish Contractor

Actions and the CDFG Streambed Alteration Agreement, collectively, the “Claims”), there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Grantor which could affect Grantor's title to the Property, or any portion thereof, affect the Conservation Purpose of the Easement or subject an owner of any interest in the Property to liability; Grantor has already provided and shall continue to provide ESLT with access to all non-privileged documents in Grantor’s possession pertaining to the Claims, including copies of all underlying agreements, written communications and notices pertaining to the disputes, for the purposes of review, and, as desired, copying;

(d) To the best of Grantor’s knowledge, other than an alleged prescriptive easement by Southern California Edison (“SCE”) for its infrastructure and access thereto, including the SCE Lundy Powerhouse tailrace and any associated infrastructure located in the southeast corner of Mattly Ranch which alleged interest is not covered by recorded easements, including Title Report exceptions 4, 5, 7, 8, 9, and 14 (part of the “Claims”), there are no encroachments by third parties on the Property and Grantor does not encroach upon the property of any third party;

(e) To the best of Grantor’s knowledge, there are no: (i) intended public improvements or private rights which will result in the creation of any liens upon the Property; (ii) uncured notices which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule or regulation which would affect the Property (except for any notices associated with the Claims); and (iii) actual or impending mechanics liens against the Property; or (iv) notices or other information giving Grantor reason to believe that any conditions currently existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property may have a material adverse effect on the value of the Property, or subject the owner of the Property to potential liabilities under environmental laws;

(f) To the best of Grantor's knowledge, there is no condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment. To the best of Grantor’s knowledge, there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Materials on the Property; and

(g) This Agreement will not constitute a breach or default under any agreement to which Grantor is bound or to which the Property is subject.

Where used in this Section 6, “[T]o the best of Grantor’s knowledge” shall mean the knowledge of Marshall Rudolph, County Counsel, and Tony Dublino, Public Works. Grantor represents and warrants that Mr. Rudolph and Mr. Dublino are the current employees of Grantor that are most knowledgeable about the matters contained in the representations and warranties set forth in this Section 6.

7. **Reliance**. All Grantor's representations, warranties and promises made in this Agreement, ("Representations", "Warranties" and "Promises") are material and are relied upon by ESLT. All Representations, Warranties and Promises will be deemed to have been made or affirmed as of the Close of Escrow and will survive the Close of Escrow. Grantor shall indemnify, defend with counsel reasonably acceptable to both parties, and hold ESLT harmless from, all expense, loss, liability, damages and claims, including ESLT's attorneys’ fees, if necessary, arising out of the breach of any of Grantor's Representations, Warranties and Promises. At the Close of Escrow, if ESLT so requests, Grantor shall

deliver a certificate to ESLT's counsel stating that each of the above Representations and Warranties is true and correct as of the date of the Close of Escrow.

If, before the Close of Escrow, Grantor discovers any information or facts that would materially change the accuracy of the Representations and/or Warranties and/or performance of the Promises, Grantor will immediately give written notice to ESLT of those facts and the information. If any Representation ceases to be true during the term of this Agreement or Grantor has breached any Warranty or Promise, Grantor shall use good faith, reasonable efforts to remedy the problem. If the problem is not remedied before the scheduled Close of Escrow and cannot be remedied by the use of good faith, reasonable efforts, ESLT may elect to either (a) terminate this Agreement, in which case ESLT shall have no obligation to accept the Easement and Grantor shall promptly pay ESLT the "Liquidated Damages" as provided in Section 11; or (b) defer the Close of Escrow until the problem has been remedied. ESLT's election in this regard shall not constitute a waiver of ESLT's rights with respect to any loss or liability suffered as a result of a Representation not being true or a Warranty or Promise having been breached, nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

8. **Remedies Upon Breach.** In the event the Easement is not conveyed due to a change of heart by Grantor ("cold feet"), Grantor's failure to use good faith, reasonable efforts or due to Grantor's default under this Agreement, ESLT shall retain the right to Liquidated Damages from Grantor as provided in Section 11. Grantor's aforesaid Liquidated Damages obligation shall survive the termination of this Agreement. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded. Neither Grantor nor ESLT shall have the right of specific performance with respect to conveyance of the Easement, provided that, if the conveyance of the Easement closes escrow, ESLT shall have the right of specific performance against Grantor with respect to payment of the County Stewardship Endowment and Second Stewardship Endowment as provided in Section 10 and, further, if this Agreement is terminated under circumstances entitling ESLT to Liquidated Damages as provided in Section 11 of this Agreement, ESLT shall have the right of specific performance as to the payment of the Liquidated Damages.

9. **Right to Inspect Property; Baseline Documentation Report.** Prior to entering into this Agreement, Grantor has permitted, and during the term of this Agreement Grantor will permit ESLT through its employees and agents to enter upon the Property for the purpose of making inspections and investigations as ESLT deems appropriate and for the purposes of preparing, at ESLT's own cost and expense, a baseline documentation report containing an inventory of the Property's relevant features and conditions, its improvements and its natural resources ("Baseline Documentation Report").

The Baseline Documentation Report is required to establish the condition of the Property at the time of the conveyance of the Easement and may consist of the following: maps showing the property lines and other contiguous or nearby protected areas; a scaled map of the area showing all existing man-made improvements, such as roads, and fences and any applicable building envelopes, vegetation, land use history and distinct natural features; aerial photo(s) of the Property; and on-site photographs keyed to specific locations on the Property. ESLT shall undertake to prepare the Baseline Documentation Report with Grantor's reasonable cooperation and review. On or before the Close of Escrow, Grantor and ESLT will sign a statement acknowledging that the final version of the Baseline Documentation Report accurately represents the condition of the Property at the time of the conveyance of the Easement; provided, however, that Grantor will not be required to sign such a statement if Grantor does not

reasonably agree that the final version of the Baseline Documentation Report accurately reflects the condition of the Property.

Should ESLT determine, based on its re-inspection of the Property prior to the Close of Escrow, that the Property is not in substantially the same order and condition as on the Effective Date of this Agreement (except to the extent the condition of the Property has changed as a result of activities that have occurred with the prior written consent of ESLT as set forth above in Section 5(a) and have been carried out consistent with said prior consent, including any limitations or conditions on said activities) and the conditions are unacceptable to ESLT and Grantor is unwilling or unable to remediate or cure any such unacceptable conditions, ESLT may elect to terminate this Agreement in which case ESLT shall have no obligation to accept title to the Easement and, if the change of condition was caused by, or within the reasonable control of Grantor, ESLT shall be entitled to Liquidated Damages as set forth in Section 11, otherwise, neither party shall have any further obligation hereunder except for any continuing obligations of the parties hereunder which expressly survive the termination of this Agreement.

10. **County Stewardship Endowments.**

(a) **County Stewardship Endowment.** As Grantor's share of the Endowments referred to in Recital E, Grantor hereby subscribes, pledges and promises to make contribution to ESLT in the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) ("County Stewardship Endowment"), to support ESLT's efforts to uphold its duties and responsibilities as the steward of conservation easements, including annual monitoring, and the undertaking of any enforcement actions. ESLT understands that the County Stewardship Endowment shall be payable by Grantor at the Close of Escrow and only in such event. Grantor understands that ESLT will act in reliance on the County Stewardship Endowment, provided that Grantor's conveyance of the Easement to ESLT at the Close of Escrow is a condition precedent to the County Stewardship Endowment becoming due and payable. If the Closing does not occur for any reason whatsoever, then the County Stewardship Endowment shall become null and void. In the event that the Easement closes escrow, the obligation to pay the County Stewardship Endowment shall survive the Close of Escrow.

(b) **Second Stewardship Endowment.** Grantor and ESLT recognize and agree that further development of the Property in accordance with Section 8(a) of the Easement (Aquaculture) will result in an additional burden on the monitoring and enforcement responsibilities of ESLT. Therefore, to support ESLT's review, evaluation and monitoring of proposed new aquaculture facilities development, Grantor hereby subscribes, pledges and promises to make a contribution to ESLT in the amount of Twenty Thousand Dollars (\$20,000.00) ("Second Stewardship Endowment"). Said Second Stewardship Endowment shall be payable within thirty (30) days of the time ESLT provides notice to Grantor that the submitted aquaculture facilities plans are complete and adequate for determining consistency with the Conservation Purpose and specific Easement provisions. Grantor understands that ESLT will act in reliance on this pledge to make the Second Stewardship Endowment.

(c) **Cost Reimbursement.** Grantor shall also reimburse ESLT ("Cost Reimbursement") for the review, evaluation and monitoring of proposed new aquaculture facilities development that *exceed* ten (10) hours per calendar year, provided such hours are consistent with the range of tasks that the parties mutually anticipate ESLT will need to undertake at that time, as set forth in **Exhibit G**, and that ESLT's charges for such activities will not exceed the typical charges for comparable staff at other accredited land trusts, and provided that the total number of hours being reimbursed does not exceed fifty (50) hours per

calendar year. In the event of extenuating circumstances not anticipated by the parties but reasonably necessary for ESLT to perform its aquaculture-related activities under the Easement, Grantor shall also reimburse ESLT for such aquaculture-related activities over fifty (50) hours in a calendar year. Any dispute between the parties regarding the amount of reimbursement owing pursuant to this paragraph shall be resolved by mediation or binding arbitration before a mutually-agreeable third party.

(d) In the event that the Easement closes escrow, the obligation to pay the Second Stewardship Endowment and the Cost Reimbursement, as applicable, shall survive the Close of Escrow. The Second Stewardship Endowment and the Cost Reimbursement are referenced in Section 26(k) of the Easement. The terms of this Agreement shall control over the provisions of the Easement in the event of any conflict and in the event of any future amendment of these provisions mutually agreed in writing by the parties hereto.

11. **Liquidated Damages.** In the event that the Easement is not conveyed due to a change of heart by Grantor (“cold feet”), Grantor’s failure to use good faith, reasonable efforts or due to Grantor’s default under this Agreement, the parties agree that Grantor shall pay liquidated damages to ESLT as specified below (not as a penalty) (“Liquidated Damages”):

ESLT AND GRANTOR AGREE THAT THEY HAVE MADE GOOD FAITH REASONABLE EFFORTS TO DETERMINE WHAT ESLT'S DAMAGES WOULD BE IN THE EVENT OF A CHANGE OF HEART BY GRANTOR (“COLD FEET”), GRANTOR’S FAILURE TO USE GOOD FAITH, REASONABLE EFFORTS OR A DEFAULT BY GRANTOR. GRANTOR AND ESLT HAVE BEEN UNABLE TO ARRIVE AT ANY MEANINGFUL FORMULA OR MEASURE OF DAMAGES FOR A CHANGE OF HEART BY GRANTOR (“COLD FEET”), GRANTOR’S FAILURE TO USE GOOD FAITH, REASONABLE EFFORTS OR A DEFAULT BY GRANTOR AND HAVE THEREFORE AGREED THAT SUCH DAMAGES WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO DETERMINE IN THE EVENT OF FOR A CHANGE OF HEART BY GRANTOR (“COLD FEET”), GRANTOR’S FAILURE TO USE GOOD FAITH, REASONABLE EFFORTS OR A DEFAULT BY GRANTOR. THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) WILL SERVE AS FULL LIQUIDATED DAMAGES AND WILL BE ESLT’S SOLE RIGHT TO DAMAGES AND SOLE REMEDY AT LAW OR IN EQUITY FOR A CHANGE OF HEART BY GRANTOR (“COLD FEET”), GRANTOR’S FAILURE TO USE GOOD FAITH, REASONABLE EFFORTS OR A DEFAULT BY GRANTOR IN THE PERFORMANCE OF GRANTOR'S OBLIGATIONS UNDER THIS AGREEMENT. BY INITIALING OR SIGNING WHERE INDICATED BELOW, THE PARTIES SPECIFICALLY APPROVE THIS LIQUIDATED DAMAGES PROVISION.

Grantor: _____ ESLT: _____

When Liquidated Damages are payable in accordance with this Agreement, said obligation shall survive the termination of this Agreement.

12. **Risk of Loss.** All risk of loss shall remain with Grantor until closing. In the event the “Conservation Values” of the Property, as defined in the Conservation Easement, are materially destroyed or damaged prior to Close of Escrow, either party may terminate this Agreement, in which event neither party shall have any further obligations hereunder except for any continuing obligations of the parties

hereunder which expressly survive the termination of this Agreement. In no event shall damage to the Property caused by fire or other circumstances beyond Grantor's control constitute a default by Grantor.

13. **Notices.** All notices, claims, demands or other communications under this Agreement (each such, a "notice") shall be in writing delivered by hand, facsimile transmission, email, commercial express courier service, or by registered or certified mail, postage prepaid, to the parties at the addresses set forth in Recital A or such other addresses as the parties may designate by notice. Notices delivered by hand or by commercial express courier service shall be deemed given when received, as evidenced by written receipt. Notices delivered by registered or certified mail shall be deemed given upon mailing. Notices transmitted by facsimile and email shall be deemed given on the date of successful transmission.

14. **Legal Costs; Indemnity.** If any legal action is brought by either party to enforce any provision of this Agreement, or is based upon any matter arising out of or related in any way to this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court. This Section shall survive the Close of Escrow or any earlier termination of this Agreement. Grantor shall indemnify, defend with counsel reasonably acceptable to both parties, and hold ESLT harmless from, all expense, loss, liability, damages and claims, including ESLT's reasonable attorneys' fees, if necessary, arising out of or related to any suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Grantor, including any matters which could affect Grantor's title to the Property, or any portion thereof, or materially impair or interfere with the Conservation Values of the Property, or subject an owner of any interest in the Property to liability, and including, but not limited to Grantor's Grant Agreements and the ADRC's, any Property Agreements not subordinated to the Easement/released/terminated/reconveyed and the Claims, excepting any matters solely caused by ESLT's active negligence or willful misconduct. Grantor's indemnity obligation shall survive the Close of Escrow or earlier termination of this Agreement.

15. **Prorations and Fees.** Real property taxes and assessments on the Property, if any, shall be paid current by Grantor as of the Close of Escrow. The premium for the title insurance policy and the recording fee for the Easement shall be paid by ESLT. Any documentary tax or real property transfer tax arising out of the conveyance of the Easement and any escrow fees or costs that relate to Grantor's delivery of title in the condition required by this Agreement shall be paid by Grantor. Escrow fees shall be shared equally by the parties. Other fees and charges shall be allocated in accordance with the customary practice of the county in which the Property is located. Pursuant to Revenue and Taxation Code section 107.6, notice is hereby given that in the event this Agreement or the Easement creates a possessory interest that may be subject to property taxation, the party in whom the possessory interest is vested may be subject to property taxes levied on the interest. Notwithstanding the foregoing, in accordance with the Easement, Grantor shall be responsible for all property taxes assessed on the Property, including any interest in the Easement held by ESLT.

16. **Brokers.** Grantor and ESLT represent and warrant, each to the other, that it has not dealt with any real estate broker, agent or salesperson in connection with the transaction described herein. Each party shall indemnify, defend and hold harmless the other on account of any claims, demands, causes of action, or judgments respecting payment of any sales commission, brokerage commission or finder's fee, including attorneys' fees and court costs, arising from or brought by any real estate broker, agent or salesperson who has dealt or claims to have dealt with such indemnifying party pertaining to the

transaction described in this Agreement. The obligations under this Section 16 shall survive the termination of this Agreement and/or the Closing.

17. **General Provisions.**

- a) **Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.
- b) **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between Grantor and ESLT pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be enforced. Furthermore, the parties agree that they have each participated in the drafting of this Agreement and have been represented by counsel, such that any ambiguity in the Agreement shall not be resolved in favor of or against either party.
- c) **Effective Date.** This Agreement shall be effective on that date in which this Agreement is last signed by the parties hereto (the “Effective Date”).
- d) **Exhibits.** All exhibits attached to this Agreement are incorporated herein by this reference.
- e) **Assignment.** Neither party may assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person without the prior written consent thereto by the other party, which consent may be withheld in such party’s sole and absolute discretion.
- f) **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- g) **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded and this Agreement shall continue in effect unless enforcement of this Agreement without the invalidated provision would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereof of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.
- h) **Time of the Essence.** Time is of the essence with regard to performance under the terms and provisions of this Agreement.
- i) **Dates.** If any date specified in this Agreement falls on Saturday, Sunday or a public holiday, the applicable date will be considered to be the succeeding day on which public agencies and major banks are open for business.
- j) **Exhibits and Recitals.** All exhibits attached to this Agreement are incorporated herein by this reference. All recitals in this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.

k) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

GRANTOR:

MONO COUNTY, a political subdivision of the State of California

By: _____
Larry K. Johnston, Chairman,
Board of Supervisors

Dated: _____

GRANTEE:

EASTERN SIERRA LAND TRUST, a California nonprofit public benefit corporation,

By: _____
Kay Ogden, Executive Director

Date: _____

Approved as to form:

Marshall Rudolph, County Counsel

EXHIBIT A
Legal Description of Conway Ranch Property

PARCEL 1:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 25 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE.

(APN: 19-100-19)

PARCEL 2:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: PORTION 19-110-16)

PARCEL 3:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE DISTRICT LAND OFFICE ON DECEMBER 17, 1857.

(APN: PORTION 19-110-16)

PARCEL 4:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, M.D.M., IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLACE THEREOF.

(APN: PORTION 19-110-16)

PARCEL 5:

LOTS A, 5 THROUGH 14, INCLUSIVE, 17 THROUGH 21 INCLUSIVE AND LOTS 24 THROUGH 108, INCLUSIVE, IN TRACT NO. 34-13, IN BOOK 9, PAGES 53 TO 53H, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

(APNS: 19-200-01 THROUGH 06; 19-200-09 THROUGH 13; 19-200-16 THROUGH 50 AND 19-210-05 THROUGH 59/**NOTE: THE APNS MAY OR MAY NOT MATCH THE LOT NUMBERS**)

EXCEPTING FROM SAID PARCEL 5, LOTS 5, 17, 21, 24 AND LOTS 105-108, INCLUSIVE, IN TRACT NO. 34-13, IN BOOK 9, PAGES 53-53H, INCLUSIVE, OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY,

(APNS: 19-200-09, 19-200-13, 19-200-16, 19-210-05, 19-210-12 THROUGH 15, INCLUSIVE)

PARCEL 6:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 1 TOWNSHIP 2 NORTH, RANGE 25 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 29, 1961 IN BOOK 50 PAGE 224 OF OFFICIAL RECORDS.

(APN: PORTION 19-100-20)

PARCEL 7:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: PORTION 19-110-16)

PARCEL 8:

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 25 EAST, MDM IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF

(APN: 19-100-08)

PARCEL 9:

THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER IN SECTION 1 TOWNSHIP 2 NORTH, RANGE 25 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 29, 1961 IN BOOK 50 PAGE 224 OF OFFICIAL RECORDS.

(APN: PORTION 19-100-20)

PARCEL 10:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 25 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM, THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 29, 1961 IN BOOK 50 PAGE 224 OF OFFICIAL RECORDS.

(APNS: 11-200-09 &10)

PARCEL11:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 26 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: 11-280-21)

PARCEL: 12:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER; THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; ALL IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: PORTION 19-110-16)

EXHIBIT B
Map of Grantor's Real Property Phases and Funding Sources



EXHIBIT C
Grant Phase I Property Legal Description

All that certain real property in Mono County, California, described as follows:

PARCEL 1:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 25 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE.

PARCEL 2:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA. ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE DISTRICT LAND OFFICE ON DECEMBER 17, 1857.

PARCEL 4:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLACE THEREOF.

EXCEPT THAT PORTION LYING WITHIN TRACT NO. 34-13 AS PER MAP RECORDED IN BOOK 9 PAGES 53 TO 53H OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO, EXCEPT THAT PORTION CONVEYED TO JOHN R. FREDERICKSON, ET UX BY DEED RECORDED MARCH 28, 1994 IN BOOK 676 PAGE 476 OF OFFICIAL RECORDS.

PARCEL 5:

LOTS A, B, 5 THROUGH 14, INCLUSIVE, 17 THROUGH 21, INCLUSIVE AND LOTS 24 THROUGH 108, INCLUSIVE, IN TRACT NO. 34-13, IN BOOK 9, PAGES 53 TO 53H, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT D
Aquaculture Area

All of that portion of the Southwest 1/4 of Section 6, Township 2 North, Range 26 East, Mount Diablo Meridian, more particularly described as:

Southwest 1/4 of the Southwest 1/4 of Section 6;
And the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 6;
And the northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of section 6;
And the South 400 feet of the Northwest 1/4 of the Southwest 1/4 of Section 6;
And the South 400 feet of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 6;
in the County of Mono, State of California, according to the Official Plat thereof, approved December 17, 1857.

Containing approximately 74.67 acres.

EXHIBIT E
Conservation Easement

EXHIBIT F
Management Plan

EXHIBIT G
Range of Tasks for Aquaculture Stewardship Cost Reimbursement

ESLT expenses (time, materials, travel, and administrative costs) related to processing reserved rights requests from Mono County within the Aquaculture Area and ongoing groundwater monitoring, as described in Section 8(a) of the Conservation Easement are reimbursable over 10 hours per calendar year. Reimbursable costs would include reasonable and necessary expenses related to processing the following reserved rights as described in the Conservation Easement, including but not limited to:

- Construction of new utilities to the Building Envelope and Aquaculture Area
- Size, number, and location of the buildings and aggregate footprint of buildings
- Height and design standards for buildings (no night lighting, historic appearance, etc.)
- Size of impervious surface footprint
- Height of impervious surfaces
- Reviewing and responding to written notices related to Emergency Water Supply use
- Review of Water Study and Groundwater Monitoring Program
 - review of hydro-geologist's qualifications
 - review of proposed Scope of Work
- Approvals as specified in 8(a) (iv) and (9)
- Review of annual reports from the Groundwater Monitoring Program
- Review of annual Aquaculture Operations Plan
- Any action required by ESLT related to reports
- Attendance and participation in public meetings at the request of Mono County
- Aquaponics development and operation
- Hardening or improving roads
- Any reasonably necessary participation in project review under the California Environmental Quality Act
- Baseline supplement preparation and acknowledgement for Aquaculture Area and Building Envelope
- Review of survey documents (to be recorded) and field monuments related to locating the Aquaculture Area and Building Envelope
- Extenuating circumstances not anticipated but reasonably necessary for ESLT to perform its aquaculture-related activities under the Easement

Recording requested by and when
recorded return to:

Eastern Sierra Land Trust
P.O. Box 755
Bishop, CA 93515

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Documentary Transfer Tax: \$0.00
(not applicable)

GRANT DEED OF CONSERVATION EASEMENT

Conway and Mattly Ranches

THIS GRANT DEED OF CONSERVATION EASEMENT ("Conservation Easement" or "Easement") is made this _____ day of _____, 2014, by **COUNTY OF MONO**, a political subdivision of the State of California ("Grantor"), in favor of **EASTERN SIERRA LAND TRUST**, a California nonprofit public benefit corporation ("Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties" and individually as a "Party." As providers of funds for the protection of the real property described in this Easement, California Department of Transportation, California Department of Parks and Recreation, and National Fish and Wildlife Foundation have certain rights hereunder as set forth herein.

RECITALS

A. Grantor is the owner in fee simple of certain real property located in Mono County, California, consisting of approximately 806 acres, as more particularly described in **Exhibit A** attached hereto and incorporated by this reference ("Property"). The Property is comprised of twelve (12) parcels of land and is also identified as (i) Assessor Parcel Numbers 19-100-020, 19-100-019, 19-110-016, 11-200-009, 11-200-010, 11-280-021, 19-100-008 (7 Assessor Parcels), and (ii) Conway Ranch Subdivision parcels consisting of Assessor Parcel Numbers 19-200, parcels 1 through 6, 10 through 12, 17 through 50 (43 Assessor Parcels), and 19-210, parcels 6 through 11, and 16 through 59 (50 Assessor Parcels), all as shown on the sketch maps of the Property attached hereto as **Exhibit B-1** ("Property Sketch Map, Conway Ranch") and **Exhibit B-2** ("Property Sketch Map, Mattly Ranch"). Certain existing improvements, including, but not limited to aquaculture ponds, ditches, and raceways (collectively, "Aquaculture Improvements") are located within one area of the Property, consisting of approximately 75 acres, shown on the sketch map attached hereto as **Exhibit B-3** ("Aquaculture Area Sketch Map") and legally described in **Exhibit C** attached hereto ("Aquaculture Area"). The Aquaculture Improvements and other existing improvements on the Property, such as roads, fences, irrigation ditches, water

diversion infrastructure, corrals, and historic buildings located in various places on the Property, are more specifically described in that certain "Baseline Documentation Report" referred to in Recital K below. Existing improvements described in the Baseline Documentation Report, used for permitted purposes, shall be deemed to comply with this Easement.

B. Grantor is the owner of certain water rights ("Water Rights") in use or available for use on the Property or otherwise appurtenant to the Property, which include, but are not limited to surface and subsurface waters, springs, wells and groundwater, appropriative and adjudicated and other rights in and to the use of water. The adjudicated water rights are described in **Exhibit D** attached hereto ("Mill Creek Adjudicated Water Rights" and "Virginia Creek Adjudicated Water Rights" jointly, the "Adjudicated Water Rights"). The water use on the Property is more specifically described in the Baseline Documentation Report referred to Recital K.

C. The Property possesses natural, scenic, open space, habitat, and historic values described more particularly below (collectively, "Conservation Values") of great importance to Grantor, the people of the surrounding Mono Basin, the people of Mono County, the people of the State of California, and the people of the United States of America. The Conservation Values are more specifically identified and described in the Baseline Documentation Report, and include, without limitation, all of the following:

1. Plant, Wildlife Species and Habitat, such as wildlife migration corridor (mule deer, mountain lions) resident wildlife, songbirds and waterfowl, plant and butterfly species: The Property contains plant communities and plant species that are associated with wetlands, freshwater springs, meadows, riparian areas, and sage-brush scrub. The Property contains significant relatively natural habitat for mule deer, mountain lion, red-tailed hawk, northern harrier, great blue heron, and various other species of raptors, songbirds, and waterfowl. As noted in the multi-agency Bi-State Action Plan (2012), the Property contains habitat of the Bi-State sage-grouse, which is currently proposed to be listed as threatened by the United States Fish and Wildlife Service. The Property serves as a critical component of the migration corridor for the Mono Lake mule deer herd. The natural habitat on the Property includes Great Basin mixed scrub, an important food and cover source for mule deer. The Conway Ranch and immediate area form a natural conduit of habitat types for mule deer and mountain lions to follow in migration. Conway Ranch is used on occasion by pronghorn antelope during the spring and summer when they seek other foraging areas away from the nearby Bodie Hills. The Property holds wet meadows that contain the larval host plant, the Northern bog violet, for an uncommon species of butterfly.

2. Water Resources and Wetlands, Meadows, Riparian Habitats, and Perennial Freshwater Springs: The Property's surface and groundwater resources are essential to the maintenance of its unique combination of habitats. The Property consists primarily of meadows, wetlands, perennial springs, the riparian corridor of Wilson Creek, and surrounding uplands holding sagebrush scrub. Specific locations of these habitats are described in the Baseline Documentation Report. Water resources, plant communities, land use history, and location of wetlands are generally documented in a report produced by Mono County, the Mono Basin Watershed Assessment (March 2007).

3. Open Space and Scenic Resources: The Property has significant scenic value due to its proximity to Mono Lake and the Mono Basin National Forest Scenic Area. It is adjacent to State designated Scenic U.S. Highway 395 and is highly visible from the scenic overlook on Conway Summit to the north.

4. Historic Resources: homestead, ranch buildings, corrals, and Native American cultural resources: The Property contains prehistoric and historic period resources, with sites dating from the ranching present to some 10,000 years ago, as described in the Conway Ranch Cultural Resources Study, by Foothill Resources, Ltd., January 2002. Found on the Property are ethnographic Paiute use areas and ranch residences and facilities, including the oldest pioneer ranch house in the Mono Basin (portions of the historic Conway family homestead).

5. Public Access: The Property's natural and historic resources provide educational and recreational opportunities to the public. The continued use of the Property by the public for educational and recreational purposes as limited hereby and in a manner that protects the Conservation Values is consistent with the goals of this Conservation Easement.

6. Connectivity to other Public and Protected Open Space Lands: The Property is adjacent to federally-owned land that is managed by the Bureau of Land Management ("BLM") and State-owned land that is managed by the California Department of Fish and Wildlife for habitat and historic resources purposes. The Property is located approximately one quarter mile from the Mono Basin National Forest Scenic Area and approximately two miles from Mono Lake and the Mono Lake Tufa State Reserve. Additionally, the Property is adjacent to State-designated California Scenic U.S. Highway 395, and approximately one mile away from the BLM "Conway Summit Area of Critical Concern," which is protected for waterfowl and migratory bird purposes.

D. A portion of the Property (Exhibit B-3, Aquaculture Area) is the location of a commercial fish-rearing operation that contributes to the region's recreational opportunities and economy. The continued use of the Property for sustainable commercial aquaculture as limited hereby and in a manner that protects the Conservation Values is consistent with the goals of this Conservation Easement.

E. The Property has been managed and irrigated to support livestock grazing since the mid-1800s. The continued use of the Property for sustainably managed livestock grazing as limited hereby and in a manner that protects the Conservation Values is consistent with the goals of this Conservation Easement.

F. Grantee is a nonprofit entity formed under the laws of the State of California authorized to hold conservation easements under California Civil Code Section 815.3(a), and is an organization described in Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986 as amended (the "Code"), and is an entity which meets the requirements of Section 509(a)(2) of the Code. The primary mission of Grantee is the preservation, protection, or enhancement of land in its natural, scenic, agricultural, forested and/or open space condition.

G. Acquisition of the Property (and other real property) by Grantor took place in phases in 1998 and 2000, using grants and funds from the following entities:

1. California Department of Transportation (“Caltrans”) utilizing California Environmental Enhancement and Mitigation Program (“EEMP”) funding: Cycle 7 (1997/98), Applicant-State Agreement No. 09-097-32, dated June 30, 1998, \$200,000.00; Cycle 8 (1998/99), Applicant-State Agreement No. 09-098-28, dated June 8, 1999, \$250,000.00; and Cycle 9 (1999/2000), Applicant-State Agreement No. 09-99-32, dated September 29, 1999, \$500,000.00;

2. Caltrans utilizing California Transportation Enhancement Activities (“TEA”) funding: 2000 State Highway Operation and Protection Program (SHOPP), Round 1, Contribution Agreement, District Agreement 9-253, dated Feb. 28, 2000, \$400,000.00;

3. California Department of Parks and Recreation (“State Parks”) utilizing Habitat Conservation Fund, Deer and Mountain Lion Habitat Program (“HCF”) funding: (1997/98) Project Agreement, Project No. HD-26-001, \$492,500.00; and (1998/99) Project Agreement, Project No. HD-26-002, dated October 6, 1998, \$100,000.00; and

4. National Fish and Wildlife Foundation (“NFWF”) utilizing U.S. Fish and Wildlife Service (“NFWS”) funding: Grant Agreement, Project No. 98-066, Grant Period: 01/01/1998 to 01/01/1999, \$100,000.00.

Caltrans, State Parks, and NFWF may collectively be referred to herein as the “Funders.” The grant agreements referenced above, as they may be amended to date, may collectively be referred to herein as the “Grant Agreements.” The Grant Agreements are incorporated herein by this reference, for the purpose of acknowledging in this Easement Grantor’s pre-existing and independent obligations to the Funders under the Grant Agreements. Grantor acknowledges that funds to acquire the Property have been provided pursuant to the terms of the Grant Agreements between Grantor and each of the Funders. Grantor acknowledges that the Grant Agreements impose certain requirements on the use and ownership of the Property and provide certain rights to the respective Funders in the event of noncompliance. Notwithstanding the foregoing, the Grant Agreements and their respective restrictions apply only to those portions of the Property acquired with the funds provided by each of said Grant Agreements. Nothing in this Easement gives Grantee the right or obligation to enforce the Grant Agreements. In the event of any conflict between this Easement and the Grant Agreements, the Grant Agreements shall control, provided that, if the Easement contains terms and conditions respecting the use of the Property that are consistent with, but more restrictive than, the conditions and terms in the Grant Agreements, the more restrictive terms and conditions of this Easement shall control as between the Parties hereto. Conway Ranch, the acquisition phases and the funding sources used to acquire them are shown on **Exhibit E** attached hereto and incorporated herein by this reference (“Map of Conway Ranch Phases and Funding Sources”). The Grant Agreements require that the Funders approve this Easement. The respective Funders have approved this Easement as evidenced by authorized signatures on their behalf on **Exhibit F** attached hereto and incorporated herein by this reference.

H. In conjunction with the Grant Agreements, and as a condition thereof, Caltrans and TEA grant restrictions encumbering the Property were recorded in the Mono County Recorder’s Office as follows:

1. EEMP, Cycle 7 (1997/98), Agreement Declaring Restrictive Covenants (ADRC) recorded on Dec. 31, 1998 in Vol 0832 Page 022, Mono County Official Records,;
2. EEMP, Cycle 8 (1998/99), Agreement Declaring Restrictive Covenants (ADRC) recorded on March 30, 2000 in Vol 897 Page 137, Mono County Official Records,;
3. EEMP, Cycle 9 (1999/2000), Agreement Declaring Restrictive Covenants (ADRC) recorded on March 30, 2000 in Vol. 897 Page 124, Mono County Official Records,; and
4. Caltrans - TEA, Agreement Declaring Restrictive Covenants (ADRC), recorded on March 30, 2000 in Vol. 897 Page 114, Mono County Official Records.

The ADRCs listed above have been amended pursuant to those certain Amendments to Agreement Declaring Restrictive Covenants, recorded herewith.

I. Grantor and Grantee intend that the Conservation Values of the Property be preserved and maintained in perpetuity by imposing certain restrictions on land use and by allowing for land uses and practices permitted herein, including but not limited to aquaculture, livestock use, and grazing activities, that do not impair the Conservation Values and that can, in certain ways, support and enhance the Conservation Values.

J. The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies:

Section 815 of the California Civil Code in which the California Legislature declares that the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California, and further declaring it to be the public policy and in the public interest of the state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations.

California Constitution Article XIII, section 8, California Revenue and Taxation Code, sections 421.5 and 422.5, and California Civil Code section 815.1, under which this Easement is an enforceable restriction, requiring that the Property's tax valuation be consistent with restriction of its uses for purposes of recreation, enjoyment of scenic beauty, use of conservation of natural resources, or production of food or fiber.

Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands.

The California General Plan law, section 65300 et seq., and section 65400 et seq. of the California Government Code, and the Mono County General Plan (2010), which includes as one of its goals of the Conservation/Open Space Element to maintain an abundance of wildlife types in Mono County, with particular emphasis on threatened species, including support for purchased easements in important habitat areas.

The Mono County General Plan has documented in its Land Use Element (February 2009) the county's future goals for the Mono Basin. Goal One: Provide for the orderly

growth of Mono Basin communities in a manner that retains the small town character, coincides with infrastructure expansion, facilitates economic and community development, and protects the area's scenic, recreational, and natural resources. The primary objective is to “Direct future development to occur in and adjacent to Lee Vining.”

California Streets and Highways Code Section 164.56, establishing the Environmental Enhancement and Mitigation Program Fund, to undertake projects that contribute to mitigation of the environmental effects of transportation facilities, including acquisition or enhancement of resource lands to mitigate the loss of, or the detriment to, resource lands lying within the right-of-way acquired for transportation improvements;

Section 133(d) (2) of 23 United States Code Annotated Transportation Enhancement (TE) Program Transportation Equity Act for the 21st Century U.S. Code, Title 23 Sections 104b(3) and 133d(2) authorized the funding of California Transportation Enhancement Activities (TEA), 2000 State Highway Operation and Protection Program (SHOPP), to fund transportation enhancement activities related by function, proximity or impact to surface transportations systems, including acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs (including the provision of tourist and welcome center facilities) and historic preservation;

California Wildlife Protection Act of 1990 (Prop 117), California Fish and Game Code, Div. 3, Ch. 9, declaring that protection, enhancement, and restoration of wildlife habitat and fisheries are vital to maintaining the quality of life in California and establishing the Habitat Conservation Fund, including the Deer and Mountain Lion Habitat Program, in order to preserve, maintain, and enhance California's diverse wildlife heritage and the habitats upon which it depends, including deer, mountain lion, and other wildlife habitat within the Sierra Nevada; and

National Fish and Wildlife Foundation Establishment Act, Public Law 98–244, approved March 26, 1984, 98 Stat. 107, as amended through Public Law 107–136, Jan. 24, 2002, established the National Fish and Wildlife Foundation as a charitable nonprofit corporation for the purposes of, among other things undertaking and conducting such other activities as will further the conservation and management of the fish, wildlife, and plant resources of the United States, and its territories and possessions, for present and future generations of Americans.

K. The specific Conservation Values of the Property, its current use and state of improvement are documented and described in a baseline documentation report (“Baseline Documentation Report” or “Baseline”), which the Parties hereto have prepared, dated [REDACTED], 2014, so as to be able to provide accurate photographs and documentation of the vegetation patterns and topography of the Property. The parties agree that the Baseline Documentation Report, which consists of reports, maps, photographs, and other documentation, will provide an accurate and complete representation of the Property and its Conservation Values at the time of this grant and is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement. Grantor and Grantee acknowledge, as set forth in **Exhibit G**, attached hereto and incorporated herein, that

each has received a copy of the Baseline Documentation Report. Grantor and Grantee shall retain duplicate originals of the Baseline Documentation Report.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of California and in particular California Civil Code sections 815 et seq., Grantor hereby voluntarily grants and conveys to Grantee this Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Conservation Purpose. The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values for the benefit of the public generally, and to prevent any uses of the Property that will impair or interfere with the Conservation Values (“Conservation Purpose” or “Purpose”). Grantor and Grantee agree that this Conservation Easement will restrict the use of the Property to activities that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. More particularly, the Conservation Purpose of this Easement is to:

- (a) Ensure that the Property will be retained forever in its relatively natural, scenic, and open-space condition, and that the Conservation Values will be protected;
- (b) Protect plant, wildlife species and habitat, such as wildlife migration corridor (mule deer, mountain lions) resident wildlife, songbirds and waterfowl, plant and butterfly species;
- (c) Protect surface and groundwater resources and the wetlands, meadows, riparian habitats, and perennial freshwater springs that they support;
- (d) Protect open space and scenic resources;
- (e) Protect historic resources, including homestead, ranch buildings, corrals, and Native American cultural resources;
- (f) Allow for public access for passive recreation and educational purposes; and
- (g) Protect connectivity to other public and protected open space properties.

Under this Easement, “impairment” (or any derivation thereof, as applicable) of Conservation Values means a material adverse impact to the Conservation Values. The consideration of actual and potential impacts of a particular activity or use on Conservation Values shall take into account the impacts of the activity or use in question as well as the cumulative impacts of other uses and activities on the Property. In every evaluation of whether impairment of Conservation Values has occurred or is threatened, both the magnitude and the duration of the actual or potential change(s) shall be considered.

2. Extinguishment of Development Rights; Prohibition on Subdivision.

(a) Except as otherwise reserved to the Grantor in this Easement, all development rights that were previously, are now, or hereafter allocated to, implied, reserved, appurtenant to, or inherent in the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property. This Easement shall not create any development rights.

(b) The division, subdivision, de facto subdivision or partition of the Property, including transfer of development rights, whether by physical, legal, or any other process, is prohibited. The Property is currently comprised of twelve (12) parcels of land and is also identified as (i) Assessor Parcel Numbers 19-100-020, 19-100-019, 19-110-016, 11-200-009, 11-200-010, 11-280-021, 19-100-008 (7 Assessor Parcels), and (ii) Conway Ranch Subdivision parcels consisting of Assessor Parcel Numbers 19-200, parcels 1 through 6, 10 through 12, 17 through 50 (43 Assessor Parcels) and 19-210, parcels 6 through 11, and 16 through 59 (50 Assessor Parcels) described in **Exhibit A**. Grantor will not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority. Grantor shall treat the Property as a single legal parcel and shall not separately sell, exchange, convert, transfer, assign, mortgage or otherwise encumber, alienate, or convey any parcel associated with the Property or any portion of any parcel of the Property, provided, however, that a license or lease of a portion of the Property for uses allowed by this Easement is permitted, provided that no such license or lease shall impair the Conservation Values and shall be subject to this Easement.

3. Rights of Grantee. To accomplish the Purpose of this Easement, the following rights are conveyed to Grantee:

(a) To carry out the Conservation Purpose of this Easement and to preserve and protect in perpetuity the Conservation Values of the Property;

(b) To enter upon the Property, in accordance with the terms set forth herein, in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;

(c) To prevent any activity on or use of the Property that is not permitted by or consistent with the terms of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;

(d) To review and determine the suitability of those activities and projects described in Section 8, and to grant, grant with conditions, or deny permission therefor, subject to the standards specified in Section 8; and

(e) To place a sign(s) at access points to the Property, subject to the mutual agreement of Grantor, Grantee, and the Funders regarding text, design and location, to indicate the participation of the Parties and the Funders in the creation of this Conservation Easement.

4. Reserved Rights. Grantor reserves to itself, and its successors in interest, all rights accruing from its fee ownership of the Property which are not transferred and conveyed hereby, or which are not expressly granted to Grantee or prohibited herein and which are not inconsistent with the Conservation Purpose, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly proscribed or limited hereby and are not inconsistent with the terms of this Easement. Grantor reserves the following:

(a) *Water Rights*: all Water Rights in, on, under, to and benefiting or associated with or appurtenant to the Property, *provided that*, lease, sale, severance, conveyance, diversion or encumbrance of Water Rights separately from the underlying title to the Property, or other action or inaction that abandons, forfeits, diminishes or extinguishes such Water Rights, or use of any water or Water Rights for any purpose or in any manner other than for permitted uses of the Property consistent with the requirements of this Easement and the "Management Plan" described in Section 13 is prohibited. In connection with leases or licenses for permitted uses, the aforesaid prohibition shall not preclude Grantor from licensing or leasing a right to use *on the Property* any water or Water Rights for permitted uses of the Property consistent with the requirements of this Easement and the Management Plan, provided however, all of said leases and licenses shall be subject to and subordinate to this Easement and the Management Plan and shall incorporate the terms of this Easement and then-current Management Plan by reference, and shall include provisions that acknowledge the quantity or right to use water or Water Rights is not guaranteed and may be adjusted during the term of the lease or license, if necessary, based on changes in conditions on or about the Property and based on restrictions described in this Easement and the then-current Management Plan. Grantor shall consult with Grantee regarding the proposed language for the lease or license intended to satisfy this Section 4(a).

(b) *Geothermal Resources, Oil, Gas and Mineral Rights*: geothermal resources, oil, gas, minerals and mineral rights appurtenant to the Property, *provided that*, severance, conveyance, diversion or encumbrance of such resources or rights appurtenant to the Property, separately from the underlying title to the Property, or other action or inaction that diminishes or extinguishes such resources or rights is prohibited, as is exploration, extraction or use for any purpose or in any manner other than as permitted by this Easement.

5. General Requirements for All Uses.

(a) *Compliance with Terms, Conditions and Conservation Purpose of this Easement*. All activities on the Property shall be conducted in a manner that is consistent with the Conservation Purpose of this Easement, and in accordance with the specific terms set forth in this Easement.

(b) *Protection of Conservation Values*. All uses and activities on the Property shall be undertaken in a manner reasonably designed to minimize adverse impacts to the Conservation Values, including minimizing soil degradation and erosion and unauthorized diversion or use of, pollution to, or degradation of, any surface or subsurface waters.

(c) *Compliance with Laws and Management Plan*. All activities and uses permitted on the Property pursuant to this Easement shall be subject to, and undertaken in accordance with any and all legal requirements applicable to the Property (collectively, the "Applicable Laws") and the Management Plan. As part of the obligation to comply with Applicable Laws, all future

activities involving a physical change to the natural environment within the Property boundaries that constitute "projects" subject to the California Environmental Quality Act ("CEQA") shall be reviewed in compliance with CEQA, regardless of whether the project is proposed by a private party or by Grantor (Mono County itself). Mono County shall be the lead agency for CEQA purposes on all such projects, including well development, and shall conduct CEQA review as required by law.

6. Prohibited Uses. Any activity on or use of the Property which is inconsistent with the Conservation Purpose or terms of this Easement or in violation of Applicable Laws is prohibited (collectively, "Prohibited Uses"). Grantor shall not engage in, or allow others to engage in, any Prohibited Uses. The Parties agree that this Section 6 is not an exhaustive recital of all Prohibited Uses and that there may be other existing or future uses not expressly listed therein that are inconsistent with the Conservation Purpose. Without limiting the generality of the foregoing, and except as expressly provided otherwise herein, the following uses, practices, and improvements are inconsistent with the Conservation Purpose of this Easement and are Prohibited Uses that are expressly prohibited:

(a) *Construction or Reconstruction of Improvements*. The construction or reconstruction of any buildings, other structures, or other improvements, except as may be permitted, or permitted with the prior consent of Grantee, in Sections 7 or 8;

(b) *Billboards and Advertising*. The erection of any billboards or other type of advertising;

(c) *Mining*. The exploration, mining, extraction or removal from the Property of soil, rock, sand, gravel, oil, geothermal resources, natural gas, fuel or any other hydrocarbon or mineral substance using any exploration, mining, extraction or removal method;

(d) *Mobile Homes, Trailers, Heavy Equipment*. The construction or placement of any mobile homes, trailers or heavy equipment, except as may be permitted in the "Building Envelope" within the Aquaculture Area as described in Section 7(j), Section 7(m), and Section 8(a)(i);

(e) *Storage and Disposal of Unightly and Offensive Materials*. The dumping, burying, storage or accumulation of any kind of trash, refuse, derelict equipment, vehicles, ashes, garbage, or other unightly, or offensive materials, except for limited and/or temporary uses as provided in Section 7(j);

(f) *Development and Manipulation of Wetlands and Water Resources*. The draining, diversion, filling, dredging, diking, damming or other alteration, development or manipulation of wells, watercourses, springs and wetlands or use, extraction, pumping, or manipulation of any water or Water Rights for any purpose or in any manner other than for permitted uses of the Property, including uses permitted, or permitted with the prior consent of Grantee, in Sections 7 or 8, consistent with the requirements of this Easement and the Management Plan;

(g) *Removal of Native Plants*. The removal of living native plants or trees located on the Property, except during the regular maintenance of existing or permitted irrigation ditches, water supply system, roads, grazing meadows, and except as specified by Section 7 and 8;

(h) *Motorized Vehicles.* The use of motorized vehicles on the Property apart from use on existing (or permitted) roads and except for over-the-snow vehicles consistent with the Management Plan and for uses reasonably related to permitted uses not otherwise prohibited and emergency vehicles responding to an emergency;

(i) *New Roads and Paving of Existing Roads.* The construction or paving with any impervious surfacing materials of any new roads on any part of the Property or the paving of any existing roads on any part of the Property and except as specified by Section 8;

(j) *Landscaping.* Landscaping or planting the Property (excluding the Aquaculture Area or Building Envelope, as defined in Section 8(a)(i), other than for Grantee- approved restoration or enhancement purposes as set forth in Section 8 and in accordance with the Management Plan;

(k) *Commercial Use.* Any commercial use of any portion of the Property, except as may be permitted by Section 7 and 8;

(l) *Residential and Industrial Use.* Any residential use, except as provided in Section 7(m) (regarding limited overnight security and oversight of aquaculture and livestock ranching operations) or industrial use of any portion of the Property;

(m) *Commercial Power Generation and Transmission.* Except as may be permitted in Section 8(d) (limited solar power collection, generation and sale for own use), commercial power generation, collection or transmission facilities, including solar or windmills or facilities;

(n) *Hazardous Materials.* The use, storage, disposal, transport and/or release of any “Hazardous Materials” as defined in Section 14(f), except as expressly provided in this Easement in conjunction with permitted uses under Section 7;

(o) *Commercial Recreational Structures, Airstrips, Helicopter Pads.* Construction or use of resort structures, golf courses, swimming pools, tennis courts, equestrian facilities, playing fields, or any other commercial recreational structure; airstrips, helicopter pads; operation of a stable and the commercial raising, training and boarding of horses; and any activity that requires artificial lighting or prepared grounds or courses; and

(p) *Subsequent Easements.* The grant of any subsequent easements (including, but not limited to conservation easements, and easements for roads and utilities), other interests in land, or use restrictions that might interfere with the Conservation Purpose, or impair the Conservation Values or be otherwise inconsistent with this Easement, except as provided in Section 8(h) (regarding an agreement with Southern California Edison (“SCE”) about the “Lundy Powerhouse Tailrace” and any associated infrastructure described in Section 17(b)).

7. Permitted Uses. Without limiting the generality of the foregoing, the uses and practices set forth in sub-sections (a) – (n) below, though not necessarily an exhaustive recital of all uses and practices consistent with the Conservation Purpose, are permitted, subject to the limitations set forth herein:

(a) *Fences, Gates, Roads*. Maintenance, repair, replacement and removal of existing and approved fences, gates, and roads at currently existing levels of improvement, including associated trimming of brush and trees as reasonably necessary for safety and security. Grantor shall design and construct any replacement fencing, including boundary fences, using current best management practices for wildlife friendly fencing that accommodates wildlife movement, in accordance with the Management Plan. Where ownership or right to maintain fences is shared with another party, such as on property boundaries, to the extent that Grantor has control, newly constructed or replaced fences shall be designed using currently accepted standards for wildlife friendly fencing that accommodates wildlife movement;

(b) *Property Signs*. Construction or erection of reasonable, non-illuminated signs, including no trespassing or no hunting signs or signs regarding County regulations on public use of the Property, or other appropriate markers in prominent locations on the Property, including boundary fences, access roads and entries to support and manage permitted uses of the Property;

(c) *Livestock Grazing*. Grazing of sheep, cattle, and goats ("Livestock") on the Property, and use of temporary fencing for Livestock on the Property, with proceeds from grazing lease dedicated to the maintenance and operation of the Property, in accordance with current best management practices and the Management Plan;

(d) *Surface Water*. Management and utilization of water and Water Rights (surface water) as reasonably necessary, but not impairing the Conservation Values in connection with: (i) the maintenance, repair, and replacement of water storage and delivery systems, including ponds and irrigation ditches, and any associated removal of living native plants or trees as permitted under Section 6(g); (ii) maintenance of existing meadows and irrigated areas; (iii) the restoration and enhancement of natural resources permitted under Section 8(f); and (iv) carrying out permitted aquaculture operations and Livestock grazing and supporting permitted public uses, all in accordance with Sections 7 and 8 and the Management Plan (note: this Section 7(d) shall not be construed as limiting the County's ability to use its full Water Rights when and as it sees fit);

(e) *Property Leases and Licenses*. Leasing or licensing of the Property, or portions thereof, to third parties for permitted uses, subject to the terms and conditions of this Easement, with Written Advisement to Grantee in accordance with Section 9(a);

(f) *Dangerous Trees and Plants*. Removal of diseased, damaged or otherwise dangerous trees and plants on the Property;

(g) *Commercial Activities*. Except as expressly provided otherwise in this Easement, with Written Advisement to Grantee in accordance with Section 9(a), commercial activities on the Property, other than Livestock grazing and aquaculture, are limited to, non-motorized activities not otherwise specifically prohibited by the terms of this Easement, provided that: (i) these uses require no surface alteration, permanent facilities or other development of land; (ii) the proceeds

from said limited commercial use are dedicated to the maintenance and operation of the Property; (iii) said commercial uses comply with the Management Plan; and (iv) said commercial uses do not impair the Conservation Values;

(h) *Film Production.* Commercial or private film production, including the filming of commercials; with Written Advisement to Grantee in accordance with Section 9(a), provided that: (i) any motorized activities occur only on existing roads, (ii) uses require no surface alteration, permanent facilities or other development of land; (iii) the proceeds from said limited commercial use are dedicated to the maintenance and operation of the Property; (iv) said film production complies with the Management Plan; and (v) said film production does not impair the Conservation Values;

(i) *Aquaculture.* Commercial aquaculture and public fishing in the Aquaculture Area and maintenance and repair of existing aquaculture facilities and public fishing, subject to the limitations set forth in this Easement and the Management Plan, with any monetary proceeds Grantor may receive from commercial aquaculture dedicated to the maintenance and operation of the Property;

(j) *Storage.* Vehicles, equipment, building materials, machinery and supplies required for permitted uses; compost piles; and wood piles may be stored within the Building Envelope or Aquaculture Area (aquaculture uses), or within reasonably close proximity to the existing or permitted structures located elsewhere on the Property (Livestock grazing uses), provided that vehicles, equipment, building materials, machinery, and supplies used and stored around the Property for Livestock grazing purposes shall be removed after Livestock grazing season. Vegetation and other biodegradable non-manmade materials generated from the Property shall not be considered as waste material, refuse or debris, and need not be removed from the Property; temporary storage of waste generated in the ordinary course of permitted uses on the Property for regular, periodic removal off-site is permitted; as is the use and storage of agricultural products, agricultural chemicals, agricultural byproducts and agricultural equipment. Composting of organic materials from the Property is also permitted provided that the Conservation Values of the Property are not impaired;

(k) *Public Use.* Public use for passive, non-motorized recreation, including, but not limited to hiking, cross country skiing, snowshoeing, bicycling, picnicking, wildlife viewing, bird watching or other nature study, horseback riding, visiting historical sites, painting, photography, hunting (to the extent permitted by County regulations regarding public use of the Property), and fishing, scientific research and education, consistent with the Management Plan. Grantor may adopt reasonable regulations regarding public use of the Property that is otherwise consistent with this Easement and the Management Plan;

(l) *Historic Resources.* With Written Advisement to Grantee in accordance with Section 9(a), the maintenance and/or restoration of historic resources on the Property undertaken in accordance with the Management Plan;

(m) *Overnight Use.* Overnight use by aquaculture employees or contractors and seasonal livestock managers only as needed to oversee the overnight operations and security of the aquaculture and livestock ranching operations, including the temporary placement of trailers;

permanent residential use is prohibited (e.g. an employee may not live on the Property with his or her family nor otherwise use it as a “home” or domicile for any purpose); and

(n) *Other Uses.* Any other use expressly permitted without prior consent by Grantee by the then-current Management Plan, provided it is conducted in accordance with that Plan.

8. Uses of Property with Grantee’s Prior Consent. The following uses of the Property shall be prohibited unless the prior written consent of Grantee is obtained in accordance with Section 8(a)(v), with respect to Section 8(a) activities; or Section 9, with respect to Section 8(b)-(i) activities:

(a) *Aquaculture; Public Fishing; Public Educational or Interpretive Facilities Related to Aquaculture.*

(i) Within the approximately two (2) acre building envelope of the Aquaculture Area shown in **Exhibit B-3** (“Building Envelope”), and sited to avoid and minimize impacts to wetland or wildlife habitat, Grantor shall have the right to construct, expand, renovate, replace, repair, and/or remove an existing commercial aquaculture operation, public fishing operations, and/or public educational or interpretive facilities, and may construct additional customary appurtenances and infrastructure associated with such improvements, such as landscaping, fences, telephone, electric, gas and other utility conduits, connections, and meters; a septic system and/or sewer connections; a driveway from the nearest public road to the Building Envelope of the Aquaculture Area (including customary appurtenant structures), provided that all new utilities are located and designed to avoid impacts to the Conservation Values.

(ii) The aggregate footprint of buildings within the Building Envelope shall not exceed six thousand (6,000) square feet. There shall be no more than three (3) buildings and four (4) storage buildings. Buildings shall be of varied heights, but shall not exceed thirty-five (35) feet in height and will be constructed with materials designed to blend into the landscape using harmonious earth tone colors, non-reflective roofing and siding, and appearing rustic and historic. Storage buildings shall have a footprint of no larger than eight feet by twenty feet (8’ x 20’) each, constructed with materials designed to blend into the landscape using harmonious earth tone colors, non-reflective roofing and siding, and appearing rustic and historic, and constructed below grade as much as reasonably feasible. Night lighting shall conform to the Mono County Dark Sky Ordinance as described in the Baseline Documentation Report referred to in Recital K, and shall be switch-operated and/or motion-sensor activated. Any noise-generating equipment that is permanently installed as part of a building or operations system shall be enclosed within noise-attenuating structures. New impervious surfaces, other than permitted buildings, ponds and raceways, shall be less than two feet (2’) in height above ground level and are not to exceed five thousand (5000) square feet. Roads within the Aquaculture Area may be improved with road-base or pavement for the purpose of protecting Conservation Values from erosion, dust, or other impairments. Additional raceways, ditches, ponds, or other aquaculture infrastructure, as permitted herein, shall be constructed within the Aquaculture Area.

(iii) Commercial aquaculture operations will be designed to function primarily on surface water consisting of the Mill Creek Adjudicated Water Rights. Any extraction of groundwater will be limited to the following purposes and amounts (“Groundwater Extraction Limit”): (A) no more than 303 acre feet a year for the purposes of human consumption and sanitation in conjunction with permitted uses, disinfection of equipment, and taking, hatching and raising of fish eggs; and (B) no more than 216 acre feet per year in total from two support wells, each to be located at the head of a raceway, to respond to extreme heat and/or cold conditions in the fish raceways. In the case of a catastrophic water supply or water quality emergency involving Wilson Creek, groundwater pumping of 6 cfs for seven (7) days (“Emergency Water Supply Limit”) will be allowed to provide time to evacuate fish stock. Based on these limited uses, the total annual Groundwater Extraction Limit is 519 acre feet and the Emergency Water Supply Limit is 83 acre feet to be used only in a qualified emergency, defined as a catastrophic water quality or quantity emergency involving Wilson Creek that requires immediate evacuation of fish stock, with Written Advisement to Grantee for the use of water under the Emergency Water Supply Limit. Written Advisement respecting the use of water under the Emergency Water Supply Limit will be given to Grantee by telephone and email within twelve (12) hours of the emergency event and will be followed by a written report to Grantee giving details of the event, duration and amount of groundwater pumping, and advisement of the proposed follow-up response to emergency.

Any proposed pumping or extraction of groundwater for aquaculture purposes or permitted facilities must be evaluated through a Grantor-funded environmental study (“Water Study”), and associated monitoring program (“Groundwater Monitoring Program”) to determine the amount of water that can be extracted, not to exceed the Groundwater Extraction Limit and the Emergency Water Supply Limit, that will avoid the risk of impairing the Conservation Values or adversely affecting any wells within a two (2) mile radius from the point of extraction. The Water Study will be considered adequate if conducted by a certified hydro-geologist, agreed to in advance by Grantor and Grantee. The proposed Water Study Scope of Work for said hydro-geologist will also be agreed to in advance by Grantor and Grantee. The Water Study Scope of Work may include a temporary pump test if recommended by the hydro-geologist conducting the Study and, in that event, the nature and duration of the test would be specified in the agreed-upon Scope of Work and the testing activity specified in the Scope of Work would not be subject to any other Grantee prior approval requirement. Grantor will provide the complete Water Study, recommended pumping amounts, proposed monitoring measures, and pump test data to Grantee. Grantor will provide all monitoring data and the proposed extraction amount for the coming year in an Operations Plan (“Operations Plan”) to Grantee by April 1 of each year. Grantee shall determine whether any proposed extraction would create a risk of impairing the Conservation Values. Proposed groundwater extraction will be considered a risk to Conservation Values if it is projected to remove groundwater from the root zone of groundwater dependent vegetation on the Property. Further, any projected adverse effect on springs, surface water, wetlands, or meadows from groundwater depletion will be considered a risk to Conservation Values. Grantee can approve the proposed use, approve with conditions (including the installation of monitoring wells) and can disapprove the proposed use. Conditions placed on or disapproval of proposed groundwater extraction will be protective of the Conservation Values even during drought conditions. In addition to any

conditions imposed by Grantee to protect Conservation Values, Grantor shall adopt and implement such additional conditions (if any) and/or monitoring requirements as may be recommended or indicated by the Water Study and Groundwater Monitoring Program to avoid any adverse effects on wells within a two (2) mile radius from the point of extraction.

(iv) Aquatic Species Recovery Area.

An aquatic species recovery area ("Recovery Area") may be located within the Aquaculture Area shown in **Exhibit B-3**, subject to the limitations set forth in Section 8(a)(i-iii), unless the sponsoring State or Federal wildlife agency determines that location is not feasible, in which case a Recovery Area may instead be located at a site on the Property outside of the Aquaculture Area if all of the following requirements are met: (i) a State or Federal wildlife agency shall sponsor the development and operation of a raceway for the recovery of an endangered or threatened aquatic species *and* shall provide funding for the Recovery Area, and associated operations, maintenance, and restoration of the land if the project ceases; (ii) Grantor receives approval for the Recovery Area from the Funders and Grantee; (iii) the Recovery Area is located in an existing irrigation ditch and is constructed entirely at or below ground level (other than fencing), with no buildings, storage, or groundwater extraction; (iv) the Recovery Area is used only for federally listed endangered or threatened species; (v) the facility is located and designed to avoid impairment to the Conservation Values; (vi) development of the Recovery Area complies with Applicable Laws; (vii) the site is restored to its pre-project condition if it ceases to be used for the recovery of endangered or threatened species; (viii) funding to Grantee is provided for long term monitoring, stewardship, and the review and approval process in accordance with Section 8(a)(v), related to planning, constructing and operating the facility; (ix) any lining of the raceway and/or removal of vegetation shall be mitigated by a 1.5 acre enhancement to wetland areas on the Property to a 1 acre loss; and (x) Grantee's approval shall be in Grantee's sole and exclusive discretion.

(v) Grantee Consent. Grantee's consent or approval is required for activities under Section 8(a) and, except for the additional applicable conditions and standard of review set forth in Section 8(a)(iii), and (iv), shall be handled in accordance with this Section 8(a)(v). At least ninety (90) days prior to seeking any regulatory permit (such as construction, well-drilling, and/or grading permit) or initiating any activities allowed under Section 8(a), Grantor shall submit a written request for approval describing the nature, scope, design, location, timetable, and any other material aspects of the proposed activity, building or facility in sufficient detail, including the provision of the Water Study and Groundwater Monitoring Program under Section 8(a)(iii), in addition to any proposed use of groundwater in the aquaculture operation, to establish that the proposed use or activity will not impair the Conservation Values and to permit Grantee to assess compliance with this Easement and to keep its records current.

Within sixty (60) days of Grantee's receipt of the request, Grantee will notify Grantor if the information provided is adequate to permit Grantee to evaluate the request or to request additional information. Except as provided in Section 8(a)(iv), (in which Grantee's sole and exclusive discretion shall govern decisions), in reviewing the request, Grantee shall exercise Grantee's reasonable discretion and Grantee may place reasonable conditions on the use of groundwater, size, design, and location of the building(s) or facilities to avoid

impacts to the Conservation Values and ensure consistency with the Conservation Purpose, but cannot prohibit altogether the construction of a building(s) or facility(ies) that is in compliance with Section 8(a) and the Management Plan, except if the aforementioned Grantor-funded Water Study and Groundwater Monitoring Program determines that any proposed groundwater extraction will create a risk of impairing the Conservation Values, in which event, the provisions of Section 8(a)(iii) shall apply.

Prior to any new construction or construction-related activities, including grading, Grantor, at Grantor's sole cost and expense, shall survey the Building Envelope and set boundary markers on the Property locating both the Building Envelope and the Aquaculture Area on the ground, and shall provide said survey of the Building Envelope and information on the boundary markers to Grantee for the purposes of supplementing the Baseline Documentation Report. Where the consent or approval of any of the Funders is required under this Easement, said approval shall in all cases be obtained by Grantor prior to taking the proposed action. No construction shall be carried out prior to receipt of approval from Grantee and delivery of the required survey of the Building Envelope and boundary marker information on the Building Envelope and Aquaculture Area to Grantee.

(b) *Fencing*. The construction of new permanent fences on the Property; Grantor shall design and construct any replacement fencing, including boundary fences, using currently accepted standards for wildlife friendly fencing that accommodates wildlife movement;

(c) *Infrastructure for Public Access, Education and Recreation*. Except as otherwise provided in Section 8(a) pertaining to aquaculture, the construction of infrastructure related to public access, education, and passive recreation on the Property, including informational signage, picnic tables, parking area, and pit-toilet facility;

(d) *Solar Power Facilities*. The installation of solar power collection and transmission facilities within the Aquaculture Area for limited production of power to be used on the Property, sited to avoid and minimize impacts to wetland or wildlife habitat, and scenic resources, not to exceed two thousand (2000) square feet. Power generated in excess of requirements on the Property may be sold to public or private utility companies;

(e) *Vegetation Management*. The implementation of vegetation thinning based on current best management practices for fire safety and fuels reduction;

(f) *Planting for Restoration or Enhancement*. The planting of the Property with native plants or seeds, or other ecologically beneficial activities for restoration or enhancement purposes, in accordance with current best management practices and the Management Plan;

(g) *Small-scale, Organic Agriculture*. The planting of agricultural crops, grown using organic practices, within the Aquaculture Area in already disturbed areas, not to exceed two (2) acres. Agriculture shall utilize only surface water or effluent from aquaculture operations. Such activities shall be carried out in accordance with the Management Plan;

(h) *Southern California Edison Lundy Powerhouse Tailrace and Associated Infrastructure*. With respect to SCE's Lundy Powerhouse Tailrace and associated infrastructure described in Section 17(b), the right to enter into an agreement with SCE, as manager of the hydropower

plant, or their successor in interest, to provide for the reasonable maintenance, repair, improvement, and replacement of the Lundy Powerhouse Tailrace and associated infrastructure, including reasonable temporary access to said infrastructure for such purposes, provided that restoration of areas disturbed by construction shall be required, such agreement to be in accordance with the Management Plan; and

(i) *Uses and Improvements not Expressly Addressed.* Uses and improvements that might be consistent with the Conservation Purpose of this Easement that are not expressly addressed in the Easement may possibly be permitted with prior approval of Grantee obtained pursuant to Section 9.

9. Written Advisement; Grantee Consent.

(a) *Written Advisement.* As described in this sub-section, below, and as set forth elsewhere in this Easement, certain actions by Grantor will require the prior written notice of Grantee. Where expressly required in this Easement and, prior to undertaking certain activities or improvements on the Property as permitted herein or exercising any reserved right that may impair the Conservation Values or Purpose of this Easement, and expressly including any activity requiring a building, grading, well-drilling, or zoning permit or environmental regulatory review or permit, Grantor shall give Grantee at least sixty (60) days' advance written notice thereof (except where a longer period is expressly required), ("Written Advisement") sent in accordance with the notice provisions of Section 21. The Written Advisement must provide Grantee with adequate information, documents and plans so as to enable Grantee to confirm compliance with this Easement and enable Grantee to keep its records current.

(b) *Grantee Consent.* Where Grantee's consent or approval is required under this Easement, said approval (i) shall not be unreasonably delayed by Grantee, (ii) shall be sought at least sixty (60) days in advance of the desired action and given in writing, and (iii) shall in all cases be obtained by Grantor prior to taking the proposed action. Where the consent or approval of any of the Funders is required under this Easement, said approval shall in all cases be obtained by Grantor prior to taking the proposed action. In seeking approval, Grantor will describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to establish that the proposed use or activity will not impair the Conservation Values and to permit Grantee to confirm compliance with this Easement and to keep its records current. Within sixty (60) days of Grantee's receipt of the request, Grantee will notify Grantor if the information provided is adequate to permit Grantee to evaluate the request or to request additional information. Grantee shall grant approval only where Grantee, acting in Grantee's reasonable discretion (except where Grantee's discretion is expressly stated to be in Grantee's sole and exclusive discretion) and in good faith, determines that the proposed action will not impair the Conservation Values or otherwise be inconsistent with the terms and Conservation Purpose of this Easement and the Management Plan. Grantee's approval of a proposed use may be subject to reasonable conditions to ensure consistency with the Conservation Purpose and protection of the Conservation Values. Pending the determination by Grantee, the use or activity may not be conducted.

10. Monitoring. Grantee shall manage its responsibilities for the Easement, including but not limited to, annual monitoring, such additional monitoring as circumstances may require,

record keeping, and enforcement, for the purposes of preserving the Property's enumerated Conservation Values in perpetuity. With forty-eight (48) hours' advance oral notice, except in the event of an emergency or suspected emergency, in which case a shorter, but reasonable oral notice shall be given, Grantee has the right to enter upon, inspect, observe, and evaluate the Property to identify the current condition of, and uses and practices on the Property to determine whether they are consistent with this Easement. The Funders may accompany Grantee on its annual monitoring visits. This monitoring will be supported through the Baseline Documentation Report and subsequent reviews, using photographs and narrative descriptions, among other evaluation tools. Monitoring will consider issues such as changing conditions in the vicinity of the Property and impacts to Conservation Values, water conditions, weather and climate conditions, unusual natural events, vegetative variety and quality and trends in resource conditions. Failure of Grantee to carry out these responsibilities shall not impair the validity of the Easement or limit its enforceability in any way. Grantee shall indemnify, defend with counsel of Grantor's choice, and hold Grantor harmless from, all expense, loss, liability, damages and claims, including Grantor's reasonable attorneys' fees, if necessary, arising out of Grantee's entry on the Property, unless caused by a violation of this Easement by Grantor or by Grantor's negligent action or omission or willful misconduct.

11. Disputes and Remedies. If Grantee determines that Grantor or third party is conducting or allowing a use, activity, or condition on the Property which is prohibited by the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and, where the violation involves damage to the Property resulting from any use or activity inconsistent with the Conservation Purpose of this Easement, to restore the portion of the Property so damaged to the condition in which it existed prior to the damage.

(a) *Consultations Regarding Interpretation and Enforcement of Easement.* When any disagreement, conflict, need for interpretation, or need for enforcement arises between the Parties to this Easement, each Party shall first consult with the other party in good faith and attempt to resolve the issue without resorting to mediation or legal action.

(b) *Mediation.* Grantor and Grantee agree that mediation offers an alternative to the expense and time required to resolve disputes by litigation. Mediation is therefore the Parties' preferred dispute resolution procedure when circumstances do not require Grantor or Grantee to seek immediate injunctive relief from the courts. If a dispute arises between the Parties concerning the meaning, requirements, interpretation, or implementation of the Easement, including the consistency of any proposed use or activity with the terms of this Easement that they cannot resolve through unassisted consultation between themselves, and Grantor agrees not to proceed with, or shall discontinue, the use or activity, or to compel a third party to not proceed or to discontinue the use or activity, pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. The non-requesting Party shall have ten (10) days after receipt of a mediation request to consent thereto or refuse to mediate the dispute.

(i) Procedure. Within ten (10) days after Grantor and Grantee agree to mediation of a dispute, the Parties shall mutually select a trained and impartial mediator. Mediation hearings shall remain informal, with each party being permitted to

present such facts and evidence as it may reasonably believe supports that Party's position. Costs and expenses of mediation shall be divided equally between Grantor and Grantee; provided, however, that each Party shall pay its own attorneys' fees.

(ii) Limitations. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions or restrictions of this Easement. Notwithstanding any provision to the contrary, the mediation procedure set forth herein shall in no way be construed to deprive Grantor or Grantee of any judicial remedy provided at law or in equity, or by agreement herein, and is intended solely as an informal dispute resolution mechanism. Neither Grantor nor Grantee shall have the right to compel performance of mediated solutions, unless such solutions are reduced to a binding written agreement between Grantor and Grantee at the conclusion of the mediation process. The parties hereto intend that each conflict and dispute submitted to mediation shall be unique, with facts, circumstances, and recommended resolutions to be determined on a case-by-case basis, without reference to prior conflicts, disputes, or the resolutions thereto.

(iii) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(iv) Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

(c) Other Remedies. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values and to require the restoration of the Property to the condition that existed prior to any such violation or injury. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement. These remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so as a later time.

(d) Damages. Grantee is entitled to recover damages for violation of the terms of this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any violation or damage. Without limiting Grantor's liability, Grantee shall apply any damages recovered to the cost of undertaking corrective action on the Property. Should the restoration of lost values be impossible or impractical for whatever reason, after reimbursing

Grantee for all costs of enforcement, any and all remaining damages recovered shall be paid to the Funders as determined in accordance with Section 16(b), or as otherwise directed by the Funders.

(e) *Equitable Remedies.* Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor and Grantee expressly agree that the Property, by virtue of its Conservation Values, is unique and that a violation of this Easement, and the ensuing harm or alteration of the Property, may result in damages that are irremediable and not subject to quantification. Grantor agrees that Grantee's remedies at law for a violation of the terms of this Easement may be inadequate and that Grantee may seek the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee may bring an equitable action in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire.

(f) *Recovery of Costs.* If Grantee prevails in any action to enforce the terms of this Easement, any and all costs incurred by Grantee in enforcing the terms of this Easement against Grantor or against others where Grantor had the legal right and had the legal obligation to have acted in a manner that would have made such enforcement action unnecessary, including, without limitation, costs of suit and reasonable attorneys' fees, and any and all costs of restoration resulting from Grantor's violation of the terms of this Easement shall ultimately be the responsibility of Grantor, provided that, in an action against a third party, Grantee shall make good faith reasonable efforts to first recover any costs from the third party whose actions or omissions were responsible for the legal action. If Grantor prevails in any action to enforce the terms of this Easement, any and all costs incurred by Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, shall be the responsibility of Grantee. The prevailing party also shall be entitled to recover all such costs and fees that may be reasonably incurred in enforcing any judgment or award, and this provision shall not be merged into any judgment but shall survive any judgment.

(g) *Grantee's Discretion.* Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee's permission to carry out, or failure to object to, any proposed use or activity shall not constitute consent to any subsequent use or activity of the same or any different nature, nor shall it permit any activity prohibited by law.

(h) *Waiver of Certain Defenses.* Grantor hereby waives any defense of laches, estoppel, prescription, unclean hands or the doctrine of changed circumstances in any action or proceeding, including but not limited to any mediation brought by Grantee to enforce or to interpret the provisions of this Easement.

(i) *Acts Beyond Grantor's Control.* Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from any natural cause, including fire not caused by Grantor, flood, storm, extreme temperatures, drought, and earth movement or other acts of God, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to any person or to the Property resulting from such causes. Notwithstanding the foregoing, Grantor's failure to comply with any applicable restrictions on use of the Property, including the use of water and Water Rights, arising from fire, flood, storm, extreme temperatures, drought, and earth movement or other acts of God shall be subject to the enforcement provisions of this Easement (e.g., in the event of a drought, if water use restrictions are imposed pursuant to the Easement, Management Plan or Applicable Laws) .

12. Public Access. Grantor shall not be obligated to allow public access to the Aquaculture Area.

13. Management Plan. Grantor and Grantee have prepared a management plan for the Property, dated _____, 2014, incorporated herein by this reference, ("Management Plan"), providing for sustainable livestock grazing, commercial aquaculture, public access, and the protection and preservation of water resources (water and Water Rights), wetland, riparian and other sensitive habitats, flora, fauna and other sensitive resources, historic resources, and natural features of the Property. The Management Plan provides that livestock grazing and aquaculture operations shall be conducted only in a manner and to an extent that will not impair the Conservation Values and that are consistent with the terms and Purpose of this Easement and with all Applicable Laws. An Operations Plan for livestock grazing, aquaculture, public access activities and infrastructure, and any other planned activities, including a detailed report on the use of water and Water Rights for the prior year, will be provided to Grantee by Grantor prior to an annual meeting to be held by April 1 of each year. Grantor shall provide the annual Operations Plan and any updates or adjustments of the Management Plan to the public so that interested parties can provide comments and input. Both Parties acknowledge receipt of a copy of the Management Plan. The Management Plan shall be updated and adjusted as necessary, upon mutual agreement of Grantor and Grantee, but in no event less frequently than every five (5) years. If livestock grazing or aquaculture operations cease or are downsized, as determined by mutual agreement of Grantee and Grantor, Grantor will undertake restoration and irrigation activities (if necessary), as described in the Management Plan. Grantee shall have the right to monitor and enforce the specific terms and restrictions of the Management Plan, the same as any other term or provision of this Easement.

14. Costs and Liabilities. Grantor retains all rights and privileges of ownership that are not prohibited or restricted by this Easement, and Grantor retains all responsibilities of ownership. Nothing contained in this Easement shall be construed as giving rise to any right or ability in Grantee or the Funders to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's permitted activities on the Property. Other than as

specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property. Neither Grantee, nor the Funders, shall have responsibility for the operation of the Property, monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Neither Grantee, nor the Funders, shall be liable to Grantor or other person or entity in connection with consents given or withheld, or in connection with any entry upon the Property occurring pursuant to this Easement, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against Grantor or any other person or entity, except as the claim, liability, damage, or expense is the result of the gross negligence or intentional misconduct of Grantee or the Funders.

(a) *Liability Insurance.* Grantor shall maintain comprehensive general liability insurance in the amount of no less than two million dollars (\$2,000,000) (either in a stand-alone general liability policy, or as part of any umbrella coverage, or a combination of the two) for the Property. Grantor shall cause all such policies of insurance to name Grantee as an additional insured and provide Grantee with a certificate of insurance for each such policy and all renewals thereof.

(b) *Taxes.* To the extent applicable to Grantor, Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee pays any taxes or assessments to protect Grantee's interest in the Property, Grantor will reimburse Grantee for the same, together with interest at the legal rate from the date of the payment by Grantee.

(c) *Upkeep and Maintenance.* Grantee shall have no obligation for the upkeep and maintenance of the Property.

(d) *Compliance with Laws.* Nothing in this Easement shall be construed as limiting Grantor's ability or relieving Grantor of its obligation to undertake activities on the Property to comply with any statute, law, ordinance, rule, regulation, code, order, or other restriction or requirement applicable to the Property which currently exists or is enacted or otherwise promulgated by any federal, state, county, municipal, or other governmental body (whether legislative, administrative, or judicial), or by any competent official of any of the foregoing (collectively, the "Applicable Laws"). Nothing in this Easement shall be construed as granting Grantor any rights not permitted by local land use and/or zoning regulations at the time of construction, demolition, occupation, or other regulated use.

(e) *Hold Harmless.* Grantor shall hold harmless, indemnify, and defend Grantee and the Funders, and their respective members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, orders, liens, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, or causes of action or cases and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the

Indemnified Parties may be subject or incur relating to, or occurring on the Property or the Easement, arising out of Grantor's acts or omissions, including, but not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any Applicable Laws, including all "Environmental Laws" as defined below, except to the extent caused by the active negligence or willful misconduct of the Indemnified Parties.

(f) *Environment Matters.* Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that it creates in Grantee or the other Indemnified Parties: (1) the obligations or liabilities of an "owner" or "operator" or "arranger" or "generator" as those words are defined and used in "Environmental Laws," as defined below, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC, sections 9601 *et seq.* and hereinafter "CERCLA"); or (2) the obligations or liabilities of a person described in CERCLA at 42 USC section 9607(a)(3) or (4); or (3) the obligations of a responsible person under any applicable Environmental Laws; (4) the right or duty to investigate and remediate any "Hazardous Materials," as defined below, associated with the Property; or (5) any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

Grantor represents, warrants and covenants to Grantee that Grantor is in compliance with all applicable Environmental Laws and Grantor's use of the Property shall comply in all material respects with all applicable Environmental Laws. Grantor further represents, warrants and covenants to Grantee that Grantor has no actual knowledge of a release or threatened release of Hazardous Materials on the Property and hereby promises to indemnify, defend and hold the Indemnified Parties harmless from any and all loss, cost, claim (without regard to merit), administrative actions, liability or expense (including reasonable attorneys' fees and investigation, testing and remediation costs) arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws.

If at any time after the grant of this Easement there occurs a release in, on or about the Property (excluding any release caused by an Indemnified Party, its employees, agents, consultants or contractors) of Hazardous Materials, Grantor agrees to take all steps that may be required under federal, state or local law necessary to assure its containment and remediation, including any cleanup.

For the purposes of this Easement:

(i) The term "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal sources, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, asbestos-containing materials, radioactive materials, infectious materials and any other element, compound,

mixture, solution or substance which may pose a present or potential hazard to human health or the environment or any other material defined and regulated by Environmental Laws.

(ii) The term “Environmental Laws” means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

(g) *Compliance with Grant Agreements.* Nothing in this Easement shall be construed as relieving Grantor of its obligation to comply with the terms and conditions of the Grant Agreements. Nothing in this Easement shall be construed as limiting or extinguishing the rights and legal authority of the Funders, or any of them, to enforce the terms and conditions of the Grant Agreements against Grantor.

15. Termination of Easement. It is the intention of the Parties that the Conservation Purpose of this Easement shall be carried out forever, notwithstanding economic or other hardship or changed conditions of any kind. No inaction or silence by Grantee shall be construed as abandonment of the Easement. The fact that the Property is not in agricultural or aquaculture use, or that the Property’s natural and historic resources are diminished, are not reasons for termination of this Easement. Nonetheless, if circumstances arise in the future such that render the Purpose of this Easement impossible to accomplish, this Easement shall only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment shall be determined as provided in Section 16 below, unless otherwise provided by California law and applicable Federal law at the time. Grantee shall distribute all such proceeds in a manner consistent with this Easement.

16. Condemnation.

(a) This Easement constitutes a real property interest immediately vested in Grantee. If all or any part of or interest in the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee acknowledge that Grantee and the Funders are entitled to certain rights of notice, comment and compensation as provided in section 1240.055 of the California Code of Civil Procedure. If Grantor or Grantee is notified that the Property may be acquired for public use by eminent domain, the party receiving such notice shall notify the other party and the Funders of the potential acquisition no later than fifteen (15) days after first receiving such notice. Prior to the inspection of the Property by the appraiser pursuant to section 7267.1 of the California

Government Code or any other provision of law, Grantor shall notify Grantee that it or its designated representative may accompany the appraiser during his or her inspection. Within seven (7) days of receiving any notice of the hearing on the resolution of necessity pursuant to section 1245.235 of the California Code of Civil Procedure, Grantor shall provide Grantee and the Funders a copy of the notice of the hearing. As provided in sections 1250.220 and 1250.230 of the California Code of Civil Procedure, in any eminent domain proceeding to acquire all or a portion of or interest in the Property, Grantee shall be named as a defendant and may appear in the proceedings.

(b) If all or any part of or interest in the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, Grantor, Grantee and the Funders shall act collectively to recover from the condemning authority the full value of the property or interest so taken or purchased, and all direct or incidental damages resulting therefrom. The Funders or their respective successors shall be entitled to the proportionate share of the Award (as defined below) as determined in accordance with the Grant Agreements.

Grantee has also contributed indirect costs and services to the acquisition of this Easement and contributed administrative costs of ongoing easement monitoring and enforcement. Those contributions shall be deducted from the total proceeds prior to the proportional division set forth above. All expenses incurred by Grantor and Grantee in connection with the taking or in-lieu purchase and Grantee's contribution for Easement monitoring and enforcement shall first be paid out of the total amount recovered and the net amount shall then be distributed to each of the Funders in accordance with their respective proportionate shares. If only a portion of the Property is subject to such exercise of the power of eminent domain or in-lieu purchase, this Easement shall remain in effect as to all other portions of the Property, and the deduction for Grantee's contributions of indirect costs and services shall likewise be proportional. Grantor shall promptly notify Grantee of any notices or actions pertaining to the actual or potential condemnation of all or any part of the Property. For purposes of this Agreement, the "Award" shall mean all compensation awarded, paid or received on account of the Property so taken or purchased, and all direct or incidental damages resulting from the taking or purchase, less all out-of-pocket expenses reasonably incurred by Grantee in connection with the taking or purchase.

17. Grantor's Title Warranty.

(a) Except as disclosed in Section 17(b), below, Grantor represents and warrants that Grantor has good fee simple title to the Property, that the Property is not subject to any other conservation easement whatsoever and that **Exhibit H** attached hereto sets forth all senior liens and encumbrances affecting the Property ("Prior Encumbrances"). If Grantor discovers at any time that any old or new interest in the Property exist that is not disclosed herein, Grantor shall immediately notify Grantee of the discovery of the interest and shall take all necessary steps to make the discovered interest subject to this Easement.

(b) A portion of the Property (as shown on **Exhibit B-2**, the Southern California Edison ("SCE") "Lundy Powerhouse Tailrace" and associated infrastructure) is the location of infrastructure related to the facility on an adjacent property known as the "Lundy Powerhouse," which is part of the Lundy Hydroelectric Project.

18. Perpetuation of Easement. This Easement shall be of perpetual duration, pursuant to California Civil Code section 815.1. No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous or subsequent deed, grant or assignment of an interest or estate in the Property, or any portion thereof. It is the express intent of the Parties that this Easement shall not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee or Grantee's successor or assignee.

19. Transfer of Easement by Grantee. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement, only with Grantor's and the Funders' consent, which shall not be unreasonably withheld, and only to an organization that is a qualified organization at the time of transfer under section 170(h) of the Code (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under California Civil Code section 815.3 (or any successor provision then applicable). If Grantor fails to respond to a written request for assignment by Grantee within thirty (30) days of Grantee's request therefor, such lack of response shall be deemed consent on the part of Grantor to the assignment. If no such private nonprofit organization exists or is willing to assume the responsibilities imposed by this Easement, then this Easement may be transferred to a public agency authorized to hold interests in real property as provided in section 815.3(b) of the Civil Code of California. Such a transfer may proceed only if the transferee agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement pursuant to an assignment and assumption agreement. Any such assignment shall be in writing, shall refer to this Easement by reference to its recordation data, and shall be recorded in the Official Records of Mono County, California. The remainder of the Stewardship Endowment, if any, will be transferred with the Easement.

20. Subsequent Transfers. To the extent required by the Grant Agreements, Grantor shall obtain written approval of the Funders before any conveyance of the fee simple interest in the Property. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest or a license. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer, along with a copy of the proposed instrument of transfer. The failure of Grantor to perform any act required by this Section 20 shall not impair the validity of this Easement or limit its enforceability in any way or excuse the transferee from complying with the terms of this Easement.

21. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing, or orally as provided in Section 10. Notice shall be sufficiently given for all purposes as follows:

(a) Personal Delivery. When personally delivered to the recipient, notice is effective on delivery.

(b) Overnight Delivery. When delivered by overnight delivery, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

(c) Facsimile Transmission. When sent by facsimile to the last facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by certified mail or by overnight delivery as set forth above, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) on a nonbusiness day.

(d) *Email Notices.* Written notice for Written Advisements may be given by email to the parties at the email addresses set forth below. Notices transmitted by email shall be deemed given on the date the receiving party confirms receipt by return email.

Addresses for purpose of giving notice are as follows:

To Grantor: Board of Supervisors
Attn: Clerk of the Board
P.O. Box 715
Bridgeport, CA 93517
Telephone: (760) 932-5530
Facsimile: (760) 924-1701
Email: lromero@mono.ca.gov

To Grantee: Eastern Sierra Land Trust
Attn. Executive Director
Post Office Box 755
Bishop, California 93515
Telephone: (760) 873-4554
Facsimile: (760) 873-9277
Email: kay@eslt.org

or to such other address, facsimile number or email address as either party from time to time shall designate by written notice to the other.

Any notices required by this Easement to be sent to California Department of Transportation shall be in writing and shall be personally delivered or sent by First Class Mail, at the following address:

California Department of Transportation
District 9 Office
Attention: Deputy District 9 Director,
Planning and Local Assistance
500 South Main Street
Bishop, California 93514

Any notices required by this Easement to be sent to State of California Department of Parks and Recreation shall be in writing and shall be personally delivered or sent by First Class Mail, at the following address:

State of California Department of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Any notices required by this Easement to be sent to National Fish & Wildlife Foundation shall be in writing and shall be personally delivered or sent by First Class Mail, at the following address:

National Fish & Wildlife Foundation
Western Partnership Office
90 New Montgomery Street, Suite 1010
San Francisco, CA 94105

or to such other address, facsimile number or email address as either party from time to time shall designate by written notice to the other.

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

22. Recordation. This Easement shall be recorded in the Official Records of the County of Mono, State of California, according to the requirements of the County of Mono.

23. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including California Civil Code section 815.3 or section 170(h) of the Code, and any amendment shall be consistent with the Conservation Purpose of this Easement and with Grantee's easement amendment policies and procedures and shall not impair the Conservation Values, nor affect its perpetual duration. Any amendment of this Easement shall require the prior written consent of the Funders and any amendment made without this consent shall be void. Any such amendment shall be recorded in the Official Records of Mono County, California.

24. Executory Limitation. If Grantee ceases to exist or no longer qualifies to hold the Easement under section 170(h) of the Internal Revenue Code or applicable state law, a court of competent jurisdiction shall, upon consultation with Grantor and the Funders, transfer Grantee's interest in this Easement to another qualified organization as defined in Section 19 having similar purposes that agrees to assume the responsibilities imposed by this Easement or to a public agency that is willing and authorized to hold interests in real property as provided in section 815.3(b) of the Civil Code of California. The remainder of the Stewardship Endowment, if any, will be transferred with the Easement.

25. Third-Party Beneficiaries. Except as expressly provided below, there shall be no third-party beneficiaries of the Easement. The Funders are, jointly and severally, intended third-party beneficiaries of this Easement for the sole purpose of enforcing the provisions of this Easement against the Grantor, as authorized by California Civil Code sections 1085 and 1559 and common law and hold the right to enforce its terms in accordance with applicable law and policy; provided, however, the Funders may exercise this right of enforcement only if Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement.

26. Miscellaneous Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of California Civil Code Section 815.1. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of that party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(j) Exhibits and Recitals. All of the exhibits attached to this Easement are hereby incorporated into this Easement by this reference. All recitals in this Easement are accurate and shall constitute an integral part of this Easement, and this Easement shall be construed in light of those recitals.

(k) Initial Stewardship Endowment. The administration of this Easement by Grantee requires considerable time and expense, for which Grantee has received an initial Stewardship Endowment from Grantor pursuant to that certain Conveyance Agreement between the Parties dated ____ (“Conveyance Agreement” incorporated herein by this reference, as it may be amended from time to time). Grantee shall bear all routine stewardship and administrative expenses related to the Easement including, but not limited to the following activities: routine easement monitoring and reporting and review of proposed leases, licenses, and other agreements relating to activities on the Property other than development activities described in Section 8(a) of the Agreement. Grantor agrees to pay the reasonable expenses of Grantee for non-routine administration of the Easement including, but not limited to Easement amendment requests of Grantor, and the stewardship endowment and cost reimbursement pertaining to aquaculture development as set forth in Section 26(1).

(l) Second Stewardship Endowment and Cost Reimbursement for Aquaculture. The Parties recognize and agree that further development of the Property in accordance with Section 8(a) of the Easement (Aquaculture) will result in an additional burden on the monitoring and enforcement responsibilities of Grantee. Pursuant to that certain Conveyance Agreement between the Parties, dated _____ (“Conveyance Agreement,” incorporated herein by this reference, as it may be amended from time to time), as a condition to Grantee’s consideration of proposed new aquaculture facilities development under Section 8(a) of the Easement, Grantor shall contribute to Grantee additional funds (referred to in the Conveyance Agreement as the “Second Stewardship Endowment”) and pay certain costs (referred to in the Conveyance Agreement as the “Cost Reimbursement”) for the administration, stewardship, monitoring and enforcement of the Easement with respect to such aquaculture facilities, in the amount and on the terms and conditions set forth in the Conveyance Agreement. Grantor understands that Grantee will act in reliance on Grantor’s agreement to make the Second Stewardship Endowment and the Cost Reimbursement in accordance with the provisions of the Conveyance Agreement. Any dispute between the Parties regarding the Second Stewardship Endowment and the Cost Reimbursement shall be resolved in accordance with the provisions of the Conveyance Agreement.

27. Acceptance. As attested by the signatures of their authorized parties affixed hereto, in exchange for consideration, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Grant Deed of Conservation Easement.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

GRANTEE:

COUNTY OF MONO, a political
subdivision of the State of California

EASTERN SIERRA LAND TRUST,
a California nonprofit public benefit
corporation

By: _____
Name: _____
Its: Chair, Board of Supervisors

By: _____
Name: _____
Its: Executive Director

Approved as to form:

Marshall Rudolph, County Counsel

DRAFT

ACKNOWLEDGMENTS

State of _____)
) ss.
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Notary Public

State of _____)
) ss.
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Notary Public

EXHIBIT A
Legal Description of Property

PARCEL 1:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 25 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE.

(APN: 19-100-19)

PARCEL 2:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: PORTION 19-110-16)

PARCEL 3:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE DISTRICT LAND OFFICE ON DECEMBER 17, 1857.

(APN: PORTION 19-110-16)

PARCEL 4:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, M.D.M., IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLACE THEREOF.

(APN: PORTION 19-110-16)

PARCEL 5:

LOTS A, 5 THROUGH 14, INCLUSIVE, 17 THROUGH 21 INCLUSIVE AND LOTS 24 THROUGH 108, INCLUSIVE, IN TRACT NO. 34-13, IN BOOK 9, PAGES 53 TO 53H, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

(APNS: 19-200-01 THROUGH 06; 19-200-09 THROUGH 13; 19-200-16 THROUGH 50 AND 19-210-05 THROUGH 59/**NOTE: THE APNS MAY OR MAY NOT MATCH THE LOT NUMBERS**)

EXCEPTING FROM PARCEL 5, LOTS 5, 17, 24 AND 105 THROUGH 108, INCLUSIVE, IN TRACT NO. 34-13, IN BOOK 9, PAGES 53 TO 53H, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(APNS: 19-200-09, 19-200-13, 19-200-16, 19-210-05, 19-210-12 THROUGH -15, INCLUSIVE)

PARCEL 6:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 1 TOWNSHIP 2 NORTH, RANGE 25 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 29, 1961 IN BOOK 50 PAGE 224 OF OFFICIAL RECORDS.

(APN: PORTION 19-100-20)



PARCEL 7:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: PORTION 19-110-16)

PARCEL 8:

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 25 EAST, MDM IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF

(APN: 19-100-08)

PARCEL 9:

THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER IN SECTION 1 TOWNSHIP 2 NORTH, RANGE 25 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 29, 1961 IN BOOK 50 PAGE 224 OF OFFICIAL RECORDS.

(APN: PORTION 19-100-20)

PARCEL 10:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 25 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM, THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 29, 1961 IN BOOK 50 PAGE 224 OF OFFICIAL RECORDS.

(APNS: 11-200-09 &10)

PARCEL 11:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 26 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: 11-280-21)

PARCEL 12:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER; THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; ALL IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: PORTION 19-110-16)

TOGETHER WITH A RIGHT OF INGRESS AND EGRESS OVER THE ROADS SHOWN ON TRACT MAP 34-13 FOR EASEMENT MONITORING AND ENFORCEMENT PURPOSES

EXHIBIT B-1

Property Sketch Map – Conway Ranch

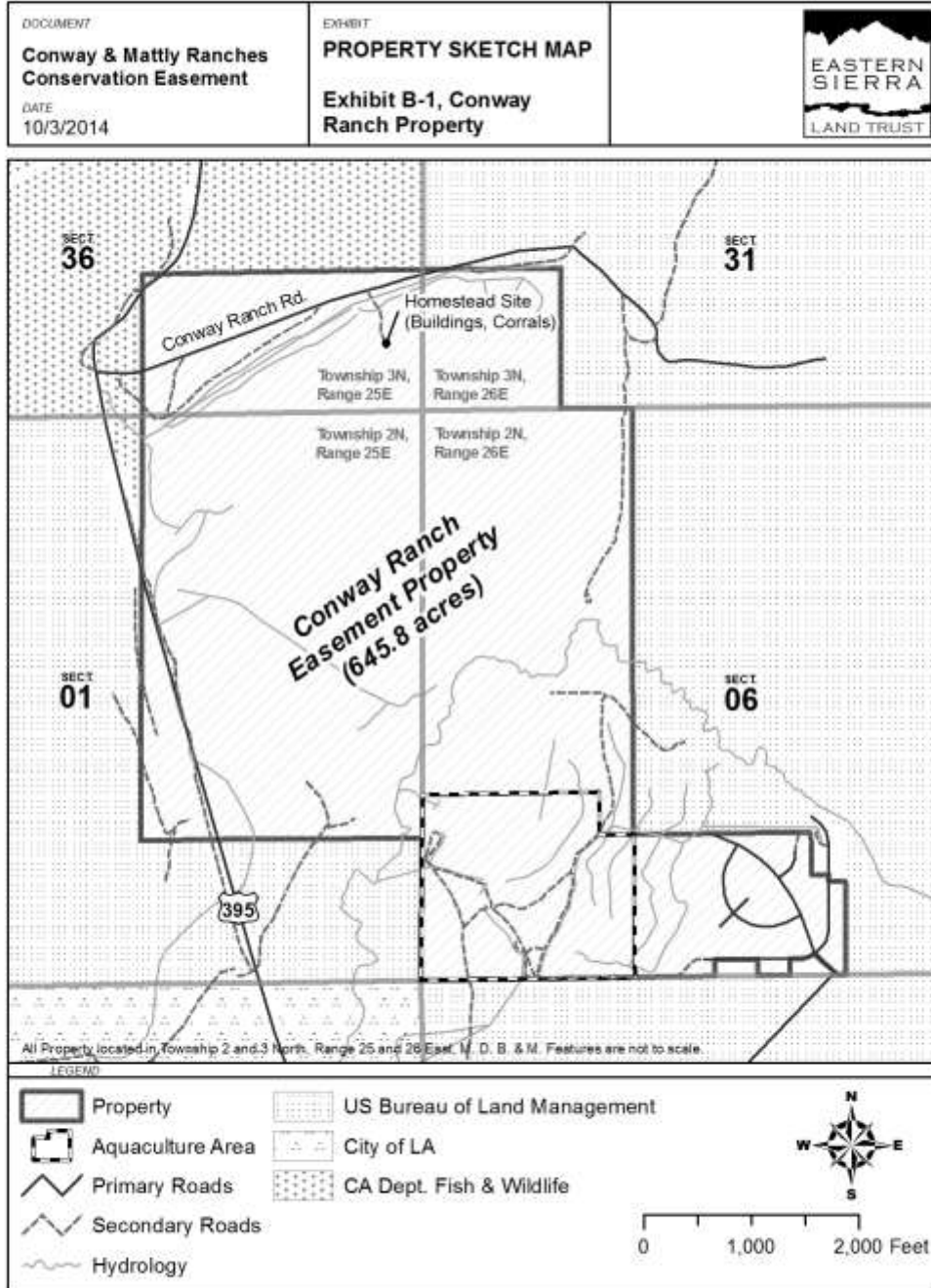


EXHIBIT B-2 Property Sketch Map – Mattly Ranch

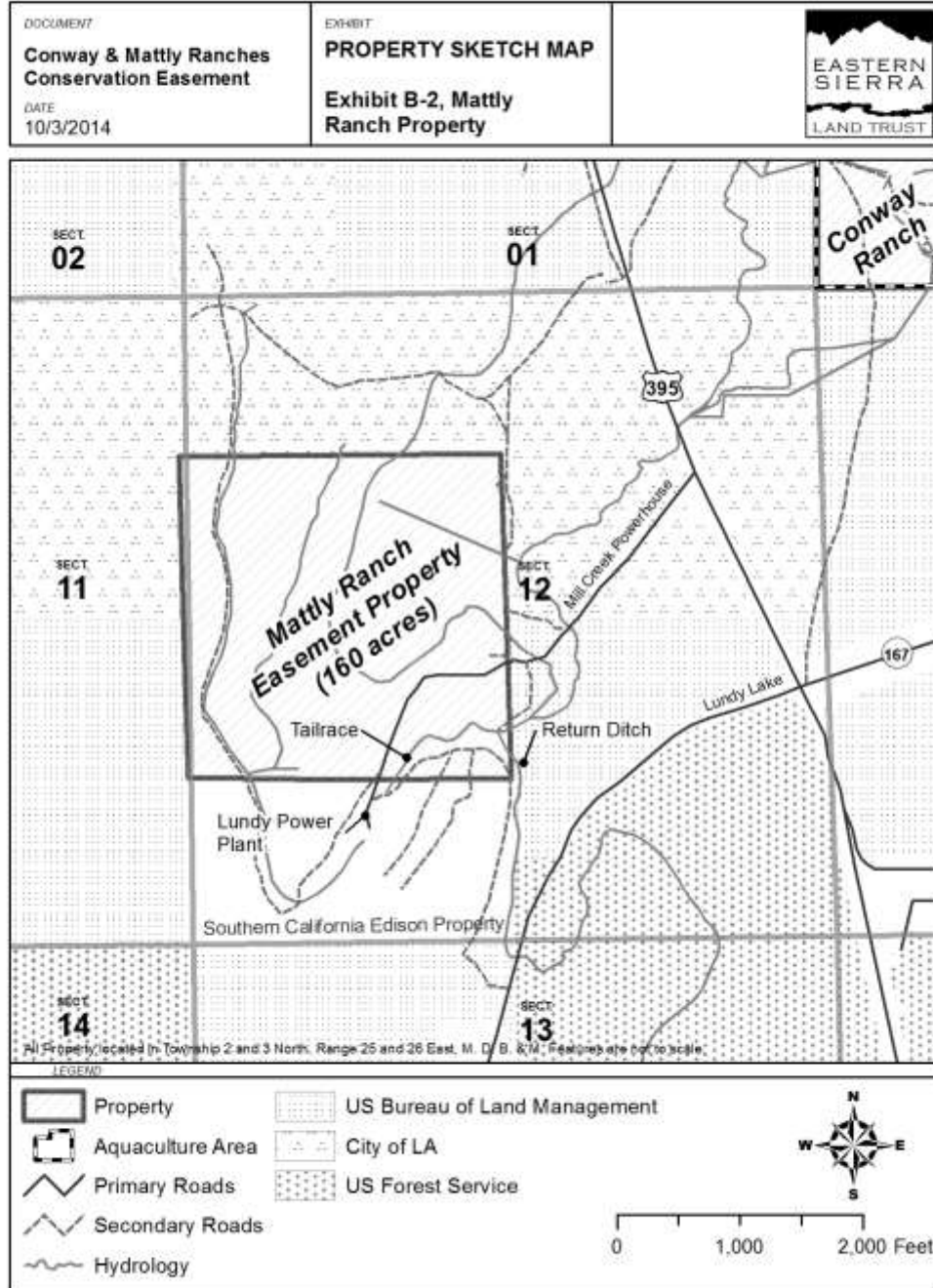


EXHIBIT B-3 Aquaculture Area Sketch Map

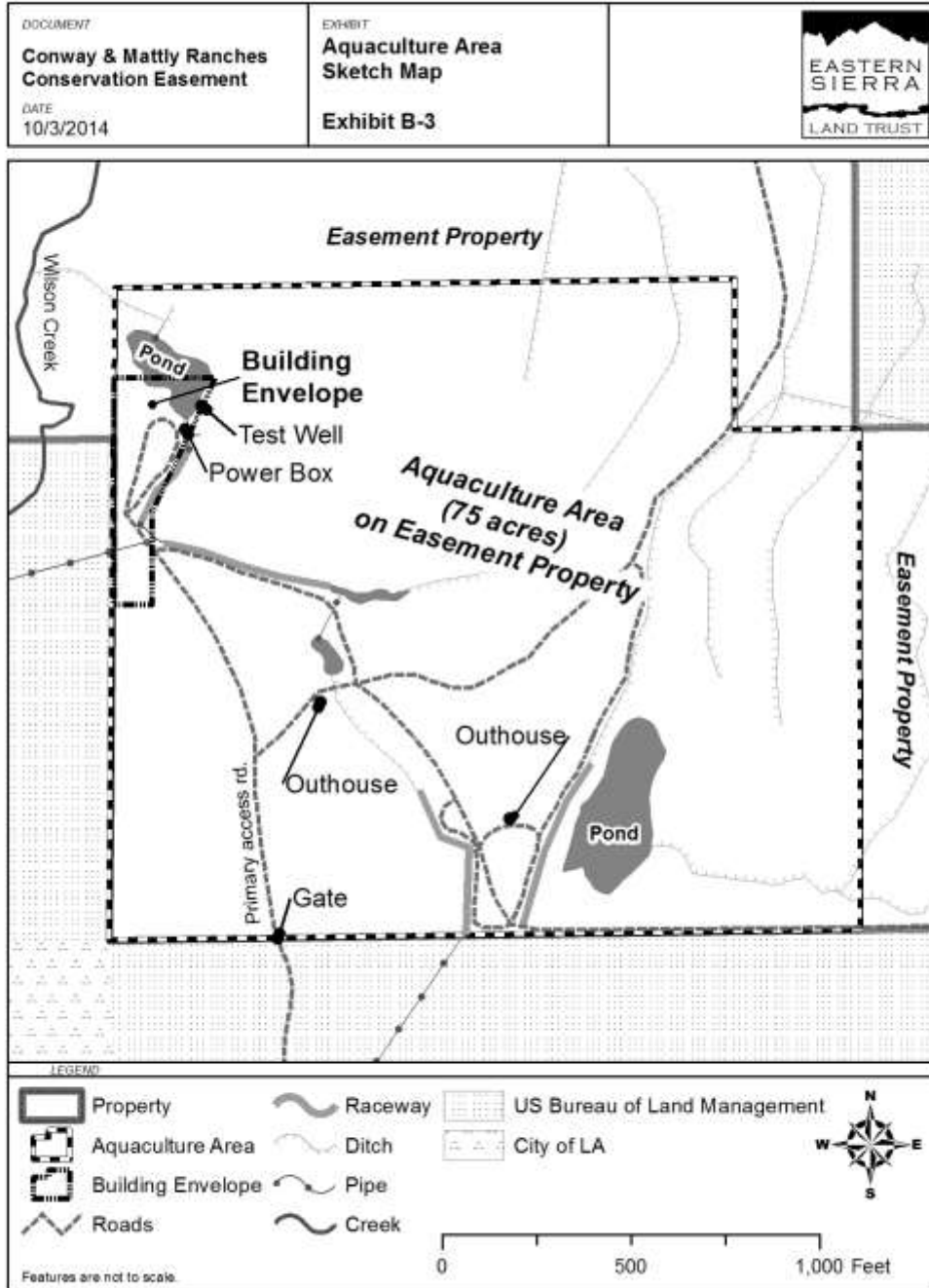


EXHIBIT C

Legal Description of Aquaculture Area

All of that portion of the southwest 1/4 of Section 6, Township 2 North, Range 26 East, Mount Diablo Meridian, more particularly described as; Southwest 1/4 of the Southwest 1/4 of Section 6; And the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 6; And the northwest 1/4 of the southeast 1/4 of the Southwest 1/4 of section 6; And the South 400 feet of the Northwest 1/4 of the Southwest 1/4 of Section 6; And the South 400 feet of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 6; in the County of Mono, State of California, according to the Official Plat thereof, approved December 17, 1857.

Containing approximately 74.67 acres.

DRAFT

EXHIBIT D
Adjudicated Water Rights

Mill Creek Adjudicated Water Rights

Grantor is the sole owner of those certain adjudicated water rights as set forth in the Mill Creek Water Adjudication; Mono County Superior Court Case No. 2088 dated June 17, 1915, but entered into nunc pro tunc as of November 30, 1914, incorporated herein by this reference (“Mill Creek Adjudication”).

Table 1. Summary Table of Present Day Mill Creek Adjudicated Water Rights
Table compiled by Don Mooney, consulting attorney for Mono County, for North Mono Basin
Watershed/Landscape Analysis (2001).

Priority Right	Right Holder ¹	Quantity of Right (cfs) ²	Cumulative LADWP	Cumulative Conway (Mono Co.)	Cumulative Total
1st	LADWP	1	1	0	1
2nd	Mono Co.	2	1	2	3
3rd	BLM	2	1	2	5
4th	Mono Co.	8	1	10	13
5th	LADWP	9.2	10.2	10	22.2
6th	Simis	1.8	10.2	10	24
7th	LADWP	14	24.2	10	38
8th	Mono Co.	5	24.2	15	43
9th	USFS	12.6	24.2	15	55.6
10th	LADWP	18	42.2	15	73.6
11th	Mono Co.	1	42.2	16	74.6

¹ Right Holders are identified as follows:

LADWP: City of Los Angeles, Department of Water and Power

Mono Co.: Mono County

BLM: United States Department of the Interior, Bureau of Land Management

Simis: J.O. Simis, private landowner

USFS: United States Forest Service

Note. The Right Holders identified above are the present day successors in interest to the parties identified in the Mill Creek Adjudication.

² Quantity of right is measured in cubic feet per second (cfs).

The water rights held by Grantor at the present day being a combination of adjudicated rights originally assigned under the Mill Creek Adjudication and passing to Grantor as eventual successor in interest as established below.

TOGETHER WITH all right, title and interest to a portion of the water rights appurtenant to the Property as follows: a total of 4.0 cubic feet per second (“cfs”) (the “Conveyed Water Rights”) of the 14 cfs of water annually which is an allocated proportion of the pre-1914 appropriative and adjudicated water rights as confirmed and adjudicated pursuant to the Mono County Superior Court in Hydro Electric Company vs. J.A. Conway et al., Judgement and Decree No. 2088 rendered by said Superior Court on June 17, 1915, but entered *nunc pro tunc* as of November 30, 1914 (the “Decree”) which awarded John A. Conway 14 cfs to waters flowing in Mill Creek for reasonable and beneficial purposes on the land referred to in the Decree. A summary of the water rights adjudicated by the Decree is attached hereto and incorporated herein at [Table 2]. The Conveyed Water Rights are more particularly the following:

(A) a total of 3 cfs of the 12 cfs decreed to be owned by J.A. Conway under the Decree, which are “Priority 2” rights, which are further agreed to be the sixth (6th) cfs, the seventh (7th) cfs and the eighth (8th) cfs of said 12 cfs; and

(B) a total of 1 cfs of the 2 cfs decreed to be owned by J.A. Conway under the Decree, which are “Priority 9” rights, which is further agreed to be the first (1st) of said 2 cfs.

TOGETHER WITH all right, title and interest to a portion of the water rights appurtenant to the Property as follows: a total of 12 cubic feet per second (“cfs”) (the “Mill Creek Conveyed Water Rights”) of the 18 cfs of water annually that is an allocated proportion of the pre-1914 appropriative and adjudicated water rights as confirmed and adjudicated pursuant to the Mono County Superior Court in Hydro Electric Company v. J.A. Conway, et al., Judgement and Decree No. 2088 rendered by said Superior Court on June 17, 1915, but entered *nunc pro tunc* as of November 30, 1914 (the “Mill Creek Decree”) which awarded John A. Conway 14 cfs and F.D. Mattly 4 cfs to water flowing in Mill Creek for reasonable and beneficial purposes on the land referred to in the Mill Creek Decree. A summary of the water rights adjudicated by the Mill Creek Decree is attached hereto and incorporated herein at [Table 2].

The Mill Creek Conveyed Water Rights are more particularly the following:

(A) a total of 7 cfs of the 12 cfs decreed to be owned by J.A. Conway under the Mill Creek Decree which are “Priority 2” rights, which are further agreed to be the first (1st), second (2nd), fifth (5th), ninth (9th), tenth (10th), eleventh (11th) and twelfth (12th) of said 12 cfs as identified in [Table 2] attached hereto.

(B) a total of 3 cfs of the 3 cfs decreed to be owned by F.D. Mattly under the Mill Creek Decree, which are “Priority 8” rights as identified in [Table 2] attached hereto:

(C) a total of 1 cfs of the 2 cfs decreed to be owned by J.A. Conway under the Mill Creek Decree, which are “Priority 9” rights as identified in [Table 2] attached hereto, which are further agreed to be the second (2nd) of said 2 cfs; and

(D) a total of 1 cfs of the 1 cfs decreed to be owned by F.D. Mattly under the Mill Creek Decree, which is “Priority 12” rights as identified in [Table 2] attached hereto.

TOGETHER WITH all rights, title and interest in and to a portion of the water rights appurtenant to the Property as follows: a total of 2 cubic feet per second (“cfs”) (the “Mill Creek Conveyed Water Rights”) of the 14 cfs of water annually that is an allocated proportion of the pre-1914 appropriative and adjudicated water rights as confirmed and adjudicated pursuant to the Mono County Superior Court in *Hydro Electric Company v. J.A. Conway et al.*, Judgment and Decree No 2088 rendered by said Superior Court on June 17, 1915, but entered *nunc pro tunc* as of November 30, 1914 (the “Mill Creek Decree”) which awarded John A. Conway 14 cfs of water flowing in Mill Creek for reasonable and beneficial purposes on the land referred to in the Mill Creek Decree. A summary of the water rights adjudicated by the Mill Creek Decree is attached hereto and incorporated herein at [\[Table 2\]](#).

The Mill Creek Conveyed Water Rights are more particularly the following: a total of 2 cfs of the 12 cfs decreed to be owned by J.A. Conway under the Mill Creek Decree, which are “Priority 2” rights, which are further agreed to be the third (3rd) and fourth (4th) of said 12 cfs as identified in [\[Table 2\]](#) attached hereto:

Those rights assigned to J.A. Conway and and F.D. Mattly in the Mill Creek Adjudication passing to Grantor as eventual successor in interest in the Property.

Table 2. SUMMARY OF WATER RIGHTS FOR MILL CREEK

Based on: Case #2088
Hydro Electric Co. v. John A. Conway et al
 (November 30, 1914)

<u>Priority</u>	<u>Decreed Owner</u>	<u>Amount (cfs)</u>	<u>Total</u>
1	N.C.P.C.	1	1
2	J.A. Conway	12	13
3	Hydro Electric Co.	6	19
4	Mary Felosina	2.4	21.4
4	A.G. Allen	1	22.4
4	Thomas Sylvester	1.6	24
7	Hydro Electric Co.	14	38
8	F.D. Mattly	3	41
9	J.A. Conway	2	43
10	L.W. Dechambeau	12.6	55.6
11	Mary Felosina	3	58.6
12	F.D. Mattly	1	59.6
13	J.S. Cain	6	65.6
14	Hydro Electric Co.	2	67.6
Other	Pacific Power Co.	600	Power
	Pacific Power Co.	300	Irrigation
	Pacific Power Co.	300	(all surplus for power)

Note. This table appears as Exhibit B to the grant deeds by which the County of Mono acquired ownership of the Conway Ranch property from the Trust for Public Land and is provided here for the purpose of confirming the rights associated with the property.

Virginia Creek Adjudicated Water Rights

Grantor is the sole owner of those certain adjudicated water rights as set forth in the Walker River Decree in Equity (C-125), entered April 14, 1936 and amended April 24, 1940 (“Walker River Decree”).

The water rights held by Grantor at the present day being a combination of adjudicated rights originally assigned under the Walker River Decree and passing to Grantor as eventual successor in interest as established below.

TOGETHER WITH all right, title and interest in and to a portion of the water rights appurtenant to the Property as follows: a total of 3 cfs (the “Virginia Creek Conveyed Water Rights”) of the 6 cfs of water annually that is an allocated proportion of the pre-1914 appropriative and adjudicated water rights as confirmed and adjudicated in *United States v. Walker River Irrigation, et al.* Case in Equity, C-125 (“Walker River Decree”), which final decree was entered April 14, 1936 and amended April 24, 1940, to waters flowing in Virginia Creek for reasonable and beneficial purposes on the lands referred to in said decree.

The Virginia Creek Conveyed Water Rights are more particularly the following: a total of 3 cfs of the 6 cfs of water from Virginia Creek decreed to J.A. and R.P. Conway under the Walker River Decree, which consists of the first (1st), third (3rd), and fifth (5th) cfs of said 6 cfs. As provided in the Walker River Decree, of the 3 cfs of the Virginia Creek Conveyed Water Rights, 1.56 cfs has a relative priority date of 1860 and 1.44 has a relative priority date of 1863.

TOGETHER WITH all rights, title and interest in and to a portion of the water rights appurtenant to the Property as follows: a total of 3 cfs (the “Virginia Creek Conveyed Water Rights”) of the 6 cfs of water annually that is an allocated proportion of the pre-1914 appropriative and adjudicated water rights as confirmed and adjudicated in *United States v. Walker River Irrigation, et al.* Case in Equity, C-125 (“Walker River Decree”), which final decree was entered April 14, 1936 and amended April 24, 1940, to waters flowing in Virginia Creek for reasonable and beneficial purposes on the lands referred to in said decree. The Virginia Creek Conveyed Water Rights are more particularly the following: a total of 3 cfs of the 6 cfs of water from Virginia Creek decreed to J.A. and R.P. Conway under the Walker River Decree, which consists of the second (2nd), the fourth (4th), and sixths (6th) cfs of said 6 cfs. As provided in the Walker River Decree, of the 3 cfs of the Virginia Creek Conveyed Water Rights, the second (2nd) cfs has a priority date of 1860 and the fourth (4th) and the sixth (6th) cfs have a priority date of 1863.

Those rights assigned to J.A. Conway and R.P. Conway in the Walker River Decree passing to Grantor as eventual successor in interest in the Property.

EXHIBIT E

Map of Conway Ranch Phases and Funding Sources

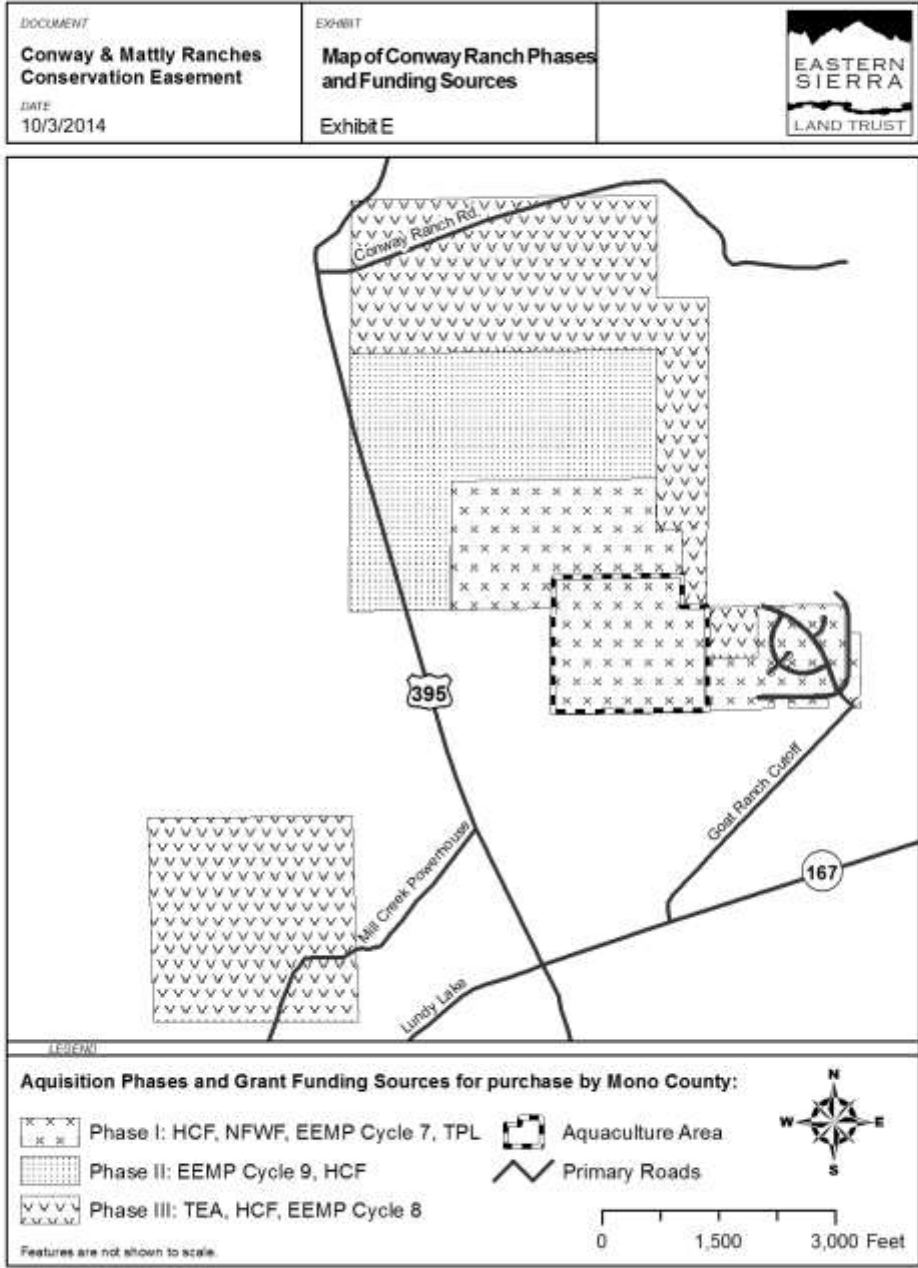


EXHIBIT F
Approval of Funders

The undersigned Funders, duly authorized, hereby approve the foregoing Grant Deed of Conservation Easement:

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

By: _____

Title: _____

Date: _____

NATIONAL FISH & WILDLIFE FOUNDATION

By: _____

Title: _____

Date: _____

EXHIBIT G
Acknowledgement of Baseline Documentation Report

**Conway and Mattly Ranches
Conservation Easement**

Baseline Documentation Report

Acknowledgement of Property Condition

In compliance with 26 CFR Section 1.170A-14(g)(5), the undersigned accept and acknowledge that this Baseline Documentation Report is an accurate representation of the property at the time the Conservation Easement was transferred to the grantee on _____, 2014.

Grantor:

COUNTY OF MONO, a political
subdivision of the State of California

By: _____
Name: _____
Its: Chair, Board of Supervisors

Grantee:

_____ Date: _____

Kay Ogden
Executive Director
Eastern Sierra Land Trust

Grantee _____ Date: _____

Aaron Johnson
Lands Director
Eastern Sierra Land Trust

EXHIBIT H
Prior Encumbrances

1. AN EASEMENT AFFECTING A PORTION OF SAID LAND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : STATE OF CALIFORNIA
FOR : STATE HIGHWAY
RECORDED : AUGUST 31, 1923, IN BOOK T, PAGE 474, OF DEEDS
AFFECTS : PARCELS 6, 9 AND 10

2. A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF HIGHWAY CONTIGUOUS THERETO, CONTAINED IN THE DEED
FROM : MRS. MARY A. CONWAY, R.P. CONWAY, CHRISTIAN MATTLY, MRS. M. FILOSENA, GRACE KIRKWOOD, MALLIS D. MC PHERSON, W.W. CUNNINGHAM.
FOR : ESTABLISHMENT OF SAID HIGHWAY
RECORDED : AUGUST 31, 1923, IN BOOK T, PAGE 474, OF DEEDS
AFFECTS : PARCELS 6, 9 AND 10

3. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : SOUTHERN SIERRAS POWER COMPANY
FOR : POLE LINES
RECORDED : JUNE 16, 1931, IN BOOK 7, PAGE 26, OF OFFICIAL RECORDS
AFFECTS : PARCEL 8

4. AN EASEMENT AFFECTING A PORTION OF SAID LAND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : THE SOUTHERN SIERRAS POWER COMPANY
FOR : POLE LINE OR OTHER SUPPORTS
RECORDED : JULY 6, 1931, IN BOOK 7, PAGE 34, OF OFFICIAL RECORDS
AFFECTS : PARCELS 6 AND 9

5. AN EASEMENT AFFECTING A PORTION OF SAID LAND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : INTERSTATE TELEGRAPH COMPANY
FOR : POLE LINES FOR TELEPHONE AND TELEGRAPH
RECORDED : OCTOBER 20, 1944, IN BOOK 20, PAGE 207, OF OFFICIAL RECORDS
AFFECTS : PARCELS 6 AND 9

6. A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF HIGHWAY CONTIGUOUS THERETO, CONTAINED IN THE DEED
FROM : GLADYS C. MILLNER, A MARRIED WOMAN, WHO ACQUIRED TITLE AS GLADYS C. CROSBY, A WIDOW, AND FRANK S. MILLNER, HER HUSBAND
RECORDED : MARCH 29, 1961, IN BOOK 50, PAGE 224, OF OFFICIAL RECORDS
AFFECTS : PARCELS 6, 9 AND 10

7. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AT INCIDENTAL PURPOSES,
IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY
FOR : OVERHEAD AND UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS
RECORDED : OCTOBER 9, 1969, IN BOOK 105, PAGE 435, OF OFFICIAL RECORDS
AFFECTS : PARCELS 5 AND 8

8. AN EASEMENT AFFECTING A PORTION OF SAID LAND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
FOR : UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEM
RECORDED : FEBRUARY 8, 1982, IN BOOK 347, PAGE 295, OF OFFICIAL RECORDS
AFFECTS : PARCELS 1, 6 AND 9

9. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AT INCIDENTAL PURPOSES,
IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
FOR : UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEM
RECORDED : APRIL 13, 1982, IN BOOK 352, PAGE 366, OF OFFICIAL RECORDS
AFFECTS : PARCELS 1, 2, 3, 4, 6, 7, 9, 10, AND 12

10. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AT INCIDENTAL PURPOSES, SHOWN OR DEDICATED BY THE MAP OF
TRACT : TRACT NO. 34-13
FOR : OPEN SPACE AND PUBLIC UTILITY PURPOSES
AFFECTS : LOT A

SAID MATTER AFFECTS : PARCEL 5

11. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AT INCIDENTAL PURPOSES, SHOWN OR DEDICATED BY THE MAP OF
TRACT : TRACT NO. 34-13
FOR : DRAINAGE EASEMENT
AFFECTS : LOTS 94 AND 95

SAID MATTER AFFECTS : PARCEL 5

12. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AT INCIDENTAL PURPOSES, SHOWN OR DEDICATED BY THE MAP OF
TRACT : TRACT NO. 34-13
FOR : TEMPORARY TURNAROUND RIGHT-OF-WAY
AFFECTS : LOTS 1, 2, 25, 26, 27, 57, 58 AND 80

SAID MATTER AFFECTS : PARCEL 5

13. COVENANTS, CONDITIONS AND RESTRICTIONS IN THE DECLARATION OF RESTRICTIONS, BUT "OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS."
EXECUTED BY : CONWAY RANCH PARTNERSHIP
RECORDED : AUGUST 4, 1982, IN BOOK 360, PAGE 223, OF OFFICIAL RECORDS

WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS HAVE BEEN MODIFIED BY AN INSTRUMENT
EXECUTED BY : COUNTY OF MONO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA
RECORDED : MAY 31, 2000, IN BOOK 904, PAGE 216, OF OFFICIAL RECORDS

NOTE: SECTION 12956.1(B)(1) OF THE CALIFORNIA GOVERNMENT CODE PROVIDES THE FOLLOWING: IF THIS DOCUMENT CONTAINS ANY RESTRICTION, PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, GENETIC INFORMATION, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SOURCE OF INCOME (AS DEFINED IN CALIFORNIA GOVERNMENT CODE §12955(P)) OR ANCESTRY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 U.S.C. §3604(C) OR CALIFORNIA GOVERNMENT CODE §12955. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

SAID MATTER AFFECTS: PARCEL 5

14. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : CONWAY RANCH PARTNERSHIP
FOR : UTILITY SERVICES AND DRAINAGE PURPOSES
RECORDED : AUGUST 4, 1982, IN BOOK 360, PAGE 223, OF OFFICIAL RECORDS
AFFECTS : PARCEL 5
15. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION AND CONTINENTAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION
FOR : OVERHEAD AND UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS
RECORDED : AUGUST 4, 1982, IN BOOK 360, PAGE 231, OF OFFICIAL RECORDS
AFFECTS : PARCEL 5
16. A NOTICE OF NOMINATION TO ARCHITECTURAL CONTROL COMMITTEE ("NOTICE OF NOMINATION") DATED JANUARY 14, 1998 MADE BY AND BETWEEN ARNOLD S. BECKMAN ("BECKMAN" OR "NOMINATOR") AND THE TRUST FOR PUBLIC LAND ("TPL" OR "NOMINEE")
RECORDED : JANUARY 20, 1998, IN BOOK 786, PAGE 568, OF OFFICIAL RECORDS
AFFECTS : PARCEL 5
REFERENCE IS MADE TO SAID NOTICE FOR FURTHER PARTICULARS.
17. AN EASEMENT AFFECTING ALL OF SAID LAND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : THE TRUST FOR PUBLIC LAND
FOR : INGRESS AND EGRESS
RECORDED : DECEMBER 31, 1998, IN BOOK 832, PAGE 003, OF OFFICIAL RECORDS
AFFECTS : PARCELS 1, 2, 3, 4, 5, 7 AND 12
18. INTENTIONALLY OMITTED.
19. A NOTICE OF NOMINATION TO ARCHITECTURAL CONTROL COMMITTEE ("NOTICE OF NOMINATION") DATED OCTOBER 21, 1998 MADE BY AND BETWEEN THE TRUST FOR PUBLIC LAND ("TPL" OR "NOMINATOR") AND COUNTY OF MONO ("COUNTY OR "NOMINEE")
RECORDED : DECEMBER 31, 1998, IN BOOK 832 PAGE 17 OF OFFICIAL RECORDS
AFFECTS : PARCEL 5
REFERENCE IS MADE TO SAID NOTICE FOR FURTHER PARTICULARS.

20. ENVIRONMENTAL ENHANCEMENT AND MITIGATION (EEM) PROGRAM AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC) PROJECT NUMBER: 97-83 ENTERED INTO AS OF THE 30TH DAY OF JUNE, 1998, BY AND BETWEEN THE COUNTY OF MONO, AS "APPLICANT," AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), HEREINAFTER AS "STATE,"
RECORDED : DECEMBER 31, 1998, IN BOOK 832 PAGE 21 OF OFFICIAL RECORDS

THIS AGREEMENT DECLARING RESTRICTIVE COVENANTS HAS BEEN MODIFIED BY AN INSTRUMENT

EXECUTED BY : COUNTY OF MONO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
RECORDED : HEREWITH
AFFECTS : PARCELS 1, 2, 3, 4 (portion), AND 5

REFERENCE IS MADE TO SAID AGREEMENT FOR FURTHER PARTICULARS.

21. AN EASEMENT AFFECTING ALL OF SAID LAND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : THE TRUST FOR PUBLIC LAND
FOR : INGRESS AND EGRESS
RECORDED : MARCH 30, 2000, IN BOOK 897, PAGE 108, OF OFFICIAL RECORDS
AFFECTS : PARCELS 2, 3, 4, 6, 7, 8, 9, 10, 11 AND 12

22. TRANSPORTATION ENHANCEMENT ACTIVITIES (TEA) PROGRAM AGREEMENT DECLARING RESTRICTIVE COVENANTS TEA PROJECT NUMBER STPE-P395 (186)N ENTERED INTO AS OF THE 13TH DAY OF MARCH, 2000, BY AND BETWEEN THE COUNTY OF MONO, AS "APPLICANT," AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), "STATE"
RECORDED : MARCH 30, 2000, IN BOOK 897, PAGE 114, OF OFFICIAL RECORDS

THIS AGREEMENT DECLARING RESTRICTIVE COVENANTS HAS BEEN MODIFIED BY AN INSTRUMENT

EXECUTED BY : COUNTY OF MONO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
RECORDED : HEREWITH
AFFECTS : PARCELS 8, 9, 10, 11, AND 12

REFERENCE IS MADE TO SAID AGREEMENT FOR FURTHER PARTICULARS.

23. ENVIRONMENTAL ENHANCEMENT AND MITIGATION (EEM) PROGRAM AGREEMENT DECLARING RESTRICTIVE COVENANTS, (ADRC) ENTERED INTO AS OF THE 5TH DAY OF MARCH, 2000, BY AND BETWEEN MONO COUNTY, AS "APPLICANT," AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), AS "STATE"
RECORDED : MARCH 30, 2000, IN BOOK 897 PAGE 124, OF OFFICIAL RECORDS.

THIS AGREEMENT DECLARING RESTRICTIVE COVENANTS HAS BEEN MODIFIED BY AN INSTRUMENT

EXECUTED BY : COUNTY OF MONO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
RECORDED : HEREWITH
AFFECTS : PARCELS 6 AND 7

REFERENCE IS MADE TO SAID AGREEMENT FOR FURTHER PARTICULARS.

24. ENVIRONMENTAL ENHANCEMENT AND MITIGATION (EEM) PROGRAM AGREEMENT DECLARING RESTRICTIVE COVENANTS, (ADRC) ENTERED INTO AS OF THE 5TH DAY OF MARCH, 2000, BY AND BETWEEN MONO COUNTY, AS "APPLICANT," AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), AS "STATE"
RECORDED : MARCH 30, 2000, IN BOOK 897 PAGE 137, OF OFFICIAL RECORDS.

THIS AGREEMENT DECLARING RESTRICTIVE COVENANTS HAS BEEN MODIFIED BY AN INSTRUMENT
EXECUTED BY : COUNTY OF MONO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
RECORDED : HEREWITH
AFFECTS : PARCELS 8, 9, 10, 11 AND 12

REFERENCE IS MADE TO SAID AGREEMENT FOR FURTHER PARTICULARS.

25. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
FOR : DISTRIBUTING ELECTRICAL ENERGY AND FOR TRANSMITTING INTELLIGENCE BY ELECTRICAL MEANS
RECORDED : OCTOBER 21, 2008, AS INSTRUMENT NO 2008005002, OF OFFICIAL RECORDS
AFFECTS : PARCEL 4
26. AN EASEMENT AFFECTING ALL OF SAID LAND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : UNITED STATES OF AMERICA
FOR : ACCESS
RECORDED : JULY 1, 2011, AS INSTRUMENT NO. 2011003737, OF OFFICIAL RECORDS
AFFECTS : PARCEL 8

DRAFT

CONWAY RANCH CONSERVATION EASEMENT MANAGEMENT PLAN

October 2014

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I. INTRODUCTION

(a) Management Plan Purposes and Uses

The purpose of the Conway Ranch Management Plan is to provide that aquaculture and livestock grazing operations, natural resource management, and public uses be conducted in a manner and to an extent that will not impair the Conservation Values and that all uses are consistent with the terms and purpose of the Conservation Easement (Exhibit A: Map of Conservation Easement). These activities shall be consistent with the best management practices for the general geographic area, and consistent with all applicable laws and regulations. This plan is an initial effort at documenting the current activities that take place on the property and sets forth the process for determining future management direction.

It is recognized that this property and its water have been manipulated, managed, and utilized by various owners and lessees since at least 1872 when it was first homesteaded by James Wilson and Harlan P. Noyes. Natural and human caused changes will inevitably occur on this property in the future and one goal of this Management Plan is to provide a framework for responding to those changes with actions that ensure the preservation and function of the protected natural habitats, scenic vistas, and public access resources.

The process of creating and modifying this plan is based on the concept of collaboration and cooperation between the landowner and the easement holder. It may be desirable to seek the expertise of outside agencies, organizations, and consultants to provide technical advice for improving the condition and functionality of the property. To achieve this outcome, these agencies, such as the USDA Natural Resources Conservation Service (NRCS), may be invited to participate in updating the Management Plan.

(b) Protocols for Updating Management Plan

The Conway Ranch Management Plan may be updated and adjusted anytime as necessary, by mutual agreement of Mono County and Eastern Sierra Land Trust (ESLT) or successor easement holder. It is anticipated that some adjustments to the Management Plan will be due to the results of the annual Conservation Easement monitoring. In any case, the Management Plan will be updated by Mono County and approved by ESLT no less frequently than once every five years.

Requests for changes to the Management Plan shall follow the Notices section (Section 21) of the Conservation Easement. Mono County and ESLT will make every effort to schedule updates

and requests for changes to the Management Plan for the Annual Meeting timeframe to facilitate efficient communications. Written requests or communications may be made by personal delivery, overnight delivery, regular mail, e-mail, or facsimile transmission, with hard copy by mail following email or facsimile. Where consent of ESLT is required, approval shall be sought as described in Section 8a(v) for aquaculture and Section 9 for other approvals of the Conservation Easement.

If agreement is not reached on updates or changes to the Management Plan, Mono County and ESLT may mediate the disagreement, as described in Section 11 (Disputes and Remedies), in the Conservation Easement. If mediation is not successful, legal action may be undertaken.

(c) Mono County-ESLT Annual Meeting

To provide the opportunity for appropriate and timely adaptive management of the property and to foster good communication, ESLT and Mono County will convene an Annual Meeting each year prior to April 1. Prior to the Annual Meeting, Mono County will provide an Operations Plan to ESLT for the year that will address planned sheep grazing and associated irrigation, commercial aquaculture and associated groundwater extraction, public access activities and infrastructure improvements, other commercial activities, and any other planned activities on the property.

ESLT will respond to the Operations Plan based on the following criteria: a) livestock grazing and irrigation practices shall employ best management practices as determined by the active Grazing Lease provisions, b) groundwater extraction is consistent with the current Water Study and Annual Groundwater Monitoring Program and there is no risk of impairing the Conservation Values, c) public access and infrastructure improvements, and any other planned activities, do not impair or adversely impact the Conservation Values. The Operations Plan will also include any desired changes or updates to the Management Plan. This document will become effective upon the mutual consent of Mono County and ESLT.

ESLT will provide a report on the previous year's annual monitoring of the Conservation Easement prior to the Annual Meeting. Updates to the Management Plan based on the results of the annual monitoring and any desired management changes will be discussed.

(d) Public and Agency Involvement in the Management and Operations Plans

Mono County will provide the annual Operations Plan prior to a public meeting each year in the Lee Vining area so that interested parties can provide comments and input. Updates and changes to the Management Plan will also be provided to the public prior to this meeting. Interested federal and state agencies, including the original grant Funders, will be notified and invited to participate.

(e) Annual Conservation Easement Monitoring and Enforcement

Annual monitoring is the right and the responsibility of the Conservation Easement holder in order to determine the efficacy of implementation practices established in the Management Plan as well as to ensure that the terms of the Conservation Easement are being upheld. ESLT has the right to enter upon, inspect, observe, and evaluate the property to identify the current condition of, and uses and practices on, the property to determine whether they are consistent with the Conservation Easement. The original grant Funders may accompany ESLT on its annual monitoring visits. This monitoring will be supported through the Baseline Documentation Report (Exhibit B) and subsequent reviews, using photographs and narrative descriptions, among

other evaluation tools. Monitoring will consider issues such as changing conditions in the vicinity of the Property and impacts to Conservation Values, water conditions, weather and climate conditions, unusual natural events, vegetative variety and quality, and trends in resource conditions. Details about annual monitoring are located in Section 10 of the Conservation Easement.

As described in ESLT's Monitoring Policy (Exhibit C) and in Section 10 of the Conservation Easement, as landowner, Mono County will be contacted in advance of the proposed monitoring visit and encouraged to take part in the visit. They will also be given the opportunity to discuss the easement and any concerns or questions they may have. All contact with the landowner will be documented and records kept in the permanent and working stewardship files.

ESLT staff shall send at least one written communication to the easement landowner prior to the visit describing the monitoring visit and schedule, and shall send at least one written communication following the monitoring that includes the annual monitoring report and addresses any issues identified in the visit, if applicable.

If questions or concerns arise regarding an activity or use of the property, ESLT will follow the steps outlined in its Enforcement Policy (Exhibit D).

II. BACKGROUND

(a) Property History

Insert relevant language from Baseline Conditions Report

(b) Easement Summary

Insert summary from final version of the easement

III. PROPERTY ACTIVITIES AND USES

(a) Management of the property as a sustainable working landscape, compatible with protection of conservation values.

The property has long been utilized for commercial livestock grazing and commercial aquaculture, pursuant to multi-year leases and licenses with third parties, and Mono County will continue to interact with, oversee, and, in that way, "manage" those uses of the Property. Some aspects of these activities are referenced in a Conservation Plan developed for Conway Ranch in 2005 by the National Resources Conservation Service (NRCS), which is incorporated herein by this reference (Exhibit E). The Plan provides some recommendations, but not requirements, for management of the Property, some of which the County has already followed or implemented and some of which it has not. The County may (but shall not be required to) implement or follow aspects of the Conservation Plan, or future updated plans, as it deems appropriate, in a manner that does not impair Conservation Values.

(i) Aquaculture

A portion of the Property within the Aquaculture Area has been utilized for commercial fish-rearing (aquaculture) pursuant to license agreements between the County and a private operator. As of the date this Management Plan was approved, there was no such agreement in place but it is possible that a new agreement will be entered into at a future date. Under previous

agreements, the County has provided the private operator with a nonexclusive license to use the Property and its fish-rearing facilities, which currently include several improved fish “raceways” consisting of converted irrigation ditches and concrete “boxes,” and also some ponds. Water for the fish-rearing comes from use of the County’s adjudicated Mill Creek water rights, which is conveyed to the Property through Wilson Creek after flowing through the Lundy hydroelectric plant and released by Southern California Edison. Said water can be diverted from Wilson Creek to the fish-rearing facilities using two diversion pipelines (the “bell” and “bowl” diversions).

The County has typically interacted with such a private operator regarding its operations to the extent necessary or appropriate under the license and to ensure compliance with that agreement. But the County does not typically exert any direct control over those operations or otherwise manage them. Topics of interaction include, but are not limited to, communications regarding surface water flows and releases by Southern California Edison into Wilson Creek, and the stocking of “rent fish” that the operator may be required to provide to the County under the license agreement as consideration for its use of the Property.

Management Objectives:

- Continued use of the property for sustainable commercial aquaculture in a manner that protects the Conservation Values of the property.
- Aquaculture operations will be designed to function primarily on the Mill Creek Adjudicated Water Rights.
- Any proposed pumping or extraction of groundwater for aquaculture purposes or permitted facilities must be evaluated through a Grantor-funded environmental study (“Water Study”), including a temporary pump test (if recommended by the geo-hydrologist conducting the Water Study), and associated monitoring program.
- Prior to any expansion of aquaculture operations, Mono County will seek input on incorporating best practices for water and energy conservation from the appropriate state or federal agency, or other expert entity.
- Noxious plants will be controlled within the Aquaculture Area whether or not there is a licensee in place to manage the aquaculture operation.
- Aquaculture may be prioritized for water use over grazing, however adequate water must be provided to maintain existing wetlands and associated habitats.

Specific terms and requirements for the expansion of the aquaculture operation and extraction of groundwater are described in the Conservation Easement. When/if the County receives approval from ESLT for its expanded aquaculture plans, including the Aquatic Species Recovery Area, it will provide a proposed update to this Management Plan describing the new operations and the Water Study and monitoring program. The County will keep the Management Plan updated, describing any phased construction of the aquaculture expansion and the results of groundwater monitoring. The annual Operations Plan will include proposed levels of groundwater extraction, if any, based on the Annual Groundwater Monitoring Program created in the Water Study.

(ii) Livestock-grazing

Pursuant to the terms of its lease (Exhibit F), the current grazer (F.I.M. Corp) brings sheep onto the property once sufficient pasture has developed through irrigation utilizing the property's surface water rights. (See also Irrigation discussion below.) The northern portion of the property is irrigated to create pasture using the County's water rights under the Walker River decree, specifically through a diversion from Virginia Creek at the top of Conway Summit. That northern portion is ordinarily the first area to be grazed in any season. The other area grazed each year, generally later in the season, is Mattly Ranch. Mattly is irrigated for pasture using the County's water rights under the Mill Creek decree. This is the same water source utilized for aquaculture, as described below. The County has the right to make or change arrangements for sheep grazing with parties other than the current sheep-grazer, subject to the terms of the conservation easement.

As provided in the currently active Sheep Grazing Lease, the following "Land Use Policies and Restrictions" shall apply:

Property Management:

- (1) Salt or supplements for sheep should not be placed close to water, riparian zones, or known habitats of sensitive plants or wildlife species.
- (2) No fencing shall be constructed without the consent of the Irrigation Specialist (described below).
- (3) Sheep will be herded. Sheep should be moved on the property in a manner that will leave a minimum of four inches of key forage plant species on the property. Rotation of use areas will be achieved whenever practicable.
- (4) Sheep bedding grounds will not be within 250 feet from any historical structure, spring sources, natural wetlands, or the creek.
- (5) Lessee shall comply with any directive given to it by Lessor made in response to an action taken or designation made by an agency of the United States. In that event, Lessee may request Lessor to reduce the rent to be paid by the Lessee for its use of the property.

Water Quality

- (1) Spring sources, natural wetlands and creeks should be avoided. Sheep should be kept at least ten feet away from these areas.
- (2) Sheep and herders shall not disturb the fish raceways or other fish rearing facilities and shall not come within 100 feet of raceway areas.
- (3) All irrigation and movement of water will be managed by the Irrigation Specialist (described below) who will be designated by the County. The sheep grazer shall use their best efforts to assist the Irrigation Specialist with irrigation issues when the Irrigation Specialist requests such assistance.

Current best management practices, as defined by the NRCS, will be considered when updating the Sheep Grazing Lease, and when evaluating the condition of the grazing lands during annual monitoring. In addition, the County will consider concerns and recommendations of state and federal fish and wildlife agencies regarding possible impacts of sheep grazing on Sierra Nevada Bighorn Sheep and sage grouse.

(iii) Irrigation

As noted above, the property is irrigated by surface water from two sources: Virginia Creek (part of a federal decree governing the Walker River system) and Mill Creek. There is a diversion structure at the Lundy hydroelectric powerhouse that allows water flow to be directed toward

Mattly, Wilson Creek, and/or into the “return conveyance” that returns water to Mill Creek. The primary purpose of all such irrigation is creation of pasture for wildlife and livestock grazing. The secondary purpose of the irrigation is maintenance of certain irrigated meadows on the Property. Irrigation has typically been performed by a contractor for the County known as the “water master” or “irrigation specialist.” Tasks performed by the contractor include coordinating releases and conveyance of water from their sources to the portions of the Property being irrigated and, with the prior consent of the County, performing routine maintenance of the irrigation system. Such maintenance includes, but is not limited to, cleaning out and repairing ditches and sedimentation basins, managing water flows, and keeping head gates (diversion structures) in good repair. The contractor may also perform other property maintenance with the County’s consent, such as fence-mending. At times, the irrigation contractor has also been the same party engaged in sheep-grazing or aquaculture on the Property. The County has the right under this Management Plan to make and change any such contractual arrangements for irrigation as it deems appropriate, subject to the terms of the conservation easement, provided that the level and nature of such irrigation activities remain consistent with past practices and do not impair Conservation Values.

Non-routine maintenance and improvements of the irrigation system will be described in the County’s annual Operations Plan.

(iv) Small-scale Organic Agriculture

Within up to two (2) acres within the Aquaculture Area and on already disturbed areas, the County may engage or allow others to engage, in limited small scale agriculture, grown using organic practices, as allowed under the conservation easement.

Fallow areas will be maintained to avoid noxious weed invasion. Any such activity will be described in the annual Operations Plan and updated Management Plan by the County, along with appropriate plans for minimizing noxious weeds.

(v) CDFW Streambed Alteration Agreement (1600 Permit) Requirements

As a condition of approving the County’s installation of the Bell diversion pipeline, the California Department of Fish and Wildlife required the implementation of certain “compensatory measures” and “reporting measures” which are set forth in a Streambed Alteration Agreement and related enhancement plan developed by the County and IAG in conjunction with California Department of Fish and Wildlife (See Notification No. 1600-2012-0033-R6, incorporated herein by this reference). Such activities include releases of water into the former Bell diversion ditch for the benefit of willow habitat. The County is also responsible for creating between 9.5 to 15 acres of wetland, as per Article 3.1 of the Agreement.

(vi) Noxious Plants

Noxious plants are defined by the California Food and Agriculture Code as any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species and is difficult to control, or eradicate.

The currently active Sheep Grazing Lease (Exhibit G) addresses weed issues with the following provisions:

(1) Lessee will confer with Caretaker (who will be designated by Mono County and may change from time to time) to understand the locations of weed outcroppings on Conway Ranch.

- (2) Avoid driving through weed-infested areas.
- (3) Remove weeds from vehicles by washing thoroughly on a paved area or in a car wash.
- (4) Avoid disturbing native vegetation or creating seedbeds (open areas) when possible. This especially applies to sheep bedding areas where weed control will be necessary to reduce the likelihood that invasion occurs into adjacent stands of native vegetation.
- (5) Avoid grazing in areas where weed seed is ripe.
- (6) Remove and dispose of weed seeds from stock portion of the plant if grazing accidentally occurs in a weed infested area.
- (7) Carefully check livestock for weed seed and remove it before the animals are transported onto the Conway Ranch property.

(vii) Mono County – Bureau of Land Management Memorandum of Understanding for Collaborative Management of the property

A Memorandum of Understanding between Mono County and the Bureau of Land Management (BLM) for the cooperative management of Conway Ranch was entered into on May 8, 2008 and continues to be in effect (Exhibit G).

(viii) Southern California Edison Powerhouse Tailrace and associated infrastructure.

Southern California Edison (SCE) asserts a prescriptive easement for the purposes of infrastructure on the property related to their Lundy Hydroelectric Project, which include the Powerhouse tailrace. SCE may desire to maintain, repair, improve, or replace these facilities in the future, as well as create temporary access for those purposes. County permission may be sought and/or required for such activities. Any such activity that is expressly permitted by the County will be described by the County in the annual Operations Plan and updated Management Plan, along with appropriate plans for minimizing disturbance to the property as well as restoration of any impacted areas.

(b) Public access, public recreation, public education, and infrastructure related to such uses.

As described more fully in Chapter 13.40 of the Mono County Code, which is incorporated herein by this reference, the public has free access to portions of the Property outside of the “licensed fish-rearing and fishing area” (described in Chapter 13.40). Public recreation is permitted in those portions of the Property except those activities that are expressly prohibited by Section 13.40.020. Access into the “licensed fish-rearing and fishing area” requires the express permission of the County or its authorized agents, employees, contractors, lessees, or licensees; but with such permission, there has in the recent past been a “pay to fish” form of public recreation conducted within that area by a nonprofit entity pursuant to a separate agreement with the County.

There are no formal public education programs or activities managed by the County at this time.

County shall have the right to continue to authorize any such activities by nonprofit entities that are consistent with the Conservation Easement, and will include information about such authorization in the annual Operations Plan.

Public use of the property is governed by a Mono County Ordinance (Chapter 13.40 Public Use of Conway Ranch), which was enacted June 7, 2011 (Exhibit ____). The prohibitions include:

13.40.020 Prohibitions.

- A. Except as set forth below in subdivision (B), the following activities are unlawful and prohibited on Conway Ranch:
1. Entering or occupying the licensed fish-rearing and fishing area without the express permission of the county or its authorized agents, employees, contractors, lessees, or licensees.
 2. Creating or using a campfire or any other fire.
 3. Shooting, firing, or otherwise discharging a firearm, including but not limited to hunting and target practice, within the licensed fish-rearing and fishing area. Shooting, firing, or otherwise discharging a firearm is also prohibited within a one hundred fifty-yard buffer zone, defined above, around the north, northeastern, and western boundaries of this licensed area.
 4. Removing any form of real or personal property, including but not limited to buildings and fixtures or any portions thereof, fences, wood, plants, or artifacts of any kind.
 5. Defacing or otherwise damaging any real or personal property, including but not limited to buildings and fixtures.
 6. Taunting, vexing, or intentionally worrying any sheep, fish, or other agricultural animals.
 7. Driving or riding a vehicle, as defined (including bicycles), except on existing roads and parking areas. This prohibition does not apply to over-the-snow vehicles.
- B. Exception. The foregoing prohibitions shall not apply to the county or its authorized agents, employees, contractors, lessees, or licensees, nor shall they be construed as preventing any person from entering, occupying, or utilizing Conway Ranch or the licensed fish-rearing and fishing area in accordance with any permission granted to them by the county or by its authorized agents, employees, contractors, lessees, or licensees.

(c) Protection of historic resources

When funding and other resources are available, the County may engage in activities to restore one or more of the historic buildings on the Property. Otherwise, there is no formal program for protection of historic resources. The County will include a description of any proposed restoration of historic resources in the annual Operations Plan.

(d) Any alternate nonprofit or county commercial use of the property other than aquaculture or grazing

As noted above under Section 2 (regarding public recreation), there has previously been a “pay to fish” form of public recreation within that area by a nonprofit entity pursuant to a separate agreement with the County. The fishing activities have occurred in ponds on the Property. Temporary buildings have been used in conjunction with such activities. County shall have the right to continue to authorize any such activities by nonprofit entities that are consistent with the Conservation Easement.

Any other commercial activities are required to be non-motorized activities, other than film production which must utilize existing roads, that do not require any surface alteration or other development of the land and that do not impair the Conservation Values on the property. Any monetary proceeds from such commercial activities will be dedicated to the maintenance and operation of the property. Any proposed other commercial activities will be described in the annual Operations Plan.

(e) Construction, maintenance, and repair of the property's roads and trails

The County has no regular program for construction, maintenance, or repair of roads or trails on the Property. The County may, as necessary, authorize a contractor to perform such tasks in a manner consistent with the Conservation Easement.

(f) Communications with funders, lessees, easement holder, and regulatory agencies

The County shall designate a staff person to be the lead contact person for communications with funders, lessees, licensees, the easement holder, and regulatory agencies. That staff person may utilize other staff persons, including county counsel, to assist with such communications. The County may change its designated staff person at any time, and shall notify Grantee of any such change.

(g) Restoration, enhancement, and study of natural resources (if desired or required by the easement or regulatory agencies)

As discussed above under Section 1(a)(iv), certain enhancement activities are required by a 1600 permit (Streambed Alteration Agreement) with California Fish and Wildlife. From time to time, upon request, the County has permitted scientists to study natural resources of the Property in a manner that does not impair Conservation Values. In addition, representatives from regulatory agencies sometimes access the Property to observe its condition. Other than that, there are no ongoing activities to restore, enhance, or study natural resources.

(h) Property Restoration Upon Cessation of Aquaculture or Livestock Grazing Operations

In the event that Mono County and ESLT agree that aquaculture and/or livestock grazing operations on the property have permanently ceased or been significantly downsized, the Conservation Easement requires that restoration activities be conducted to allow any disturbed or improved portion of the land where the activity has permanently ceased to return to a natural or semi-natural condition consistent with the Conservation Values on the remainder of the land. The parties will work together to create a comprehensive restoration plan that will be funded and implemented by Mono County, with assistance by the ESLT as possible.

Structures:

- All unused sheds, buildings, fences, and aquaculture infrastructure that are not considered historic or otherwise important should be deconstructed and removed in a timely manner.

Vegetation:

- Following the removal of aquaculture infrastructure and agricultural fences and structures, the impacted area is to be restored with the goal of enhancing the natural, open space, and habitat values of the property.

Irrigation:

- Mono County will continue to provide irrigation to existing meadows and wildlife habitat.

(i) Any other activities and uses

From time to time and as deemed necessary, the County may itself, or through contractors, engage in any of the following property management activities:

- Inspect Property perimeter gates, fences, and roads to detect evidence of trespassing, vandalism, dumping of trash, erosion, and off-road activity.
- Maintain perimeter gates and fences in good working order, including but not limited to mending broken fences as necessary.
- Prevent fire hazards on the Property.
- Security and safety measures.

Such property management activities will be described in the annual Operations Plan and will be consistent with the Conservation Easement.

IV. REFERENCES

(a) Plan Preparers

This plan was prepared by Dan Lyster, Mono County Economic Development Director, Marshall Rudolph, Mono County Counsel, and Karen Ferrell-Ingram, Project Manager with Eastern Sierra Land Trust. Aaron Johnson, ESLT Lands Director, and Kay Ogden, ESLT Executive Director also contributed.

(b) Table of NRCS Conservation Practice Standards

NRCS CONSERVATION PRACTICE STANDARDS		
PRACTICE NAME	CODE	Year Completed
Fence	382	
Fish Raceway or Tank	398	
Grade Stabilization Structure	410	
Irrigation Water Conveyance, Plastic Underground Pipeline	430EE	
Irrigation Water Management	449	
Range Planting	550	
Access Road	560	
Sedimentation Basin	646	
Prescribed Grazing – Irrigated Pasture (CA)	528B	
Prescribed Grazing – Perennial Rangeland (CA)	528C	
Prescribed Grazing – Wetlands	528D	
Structure for Water Control	587	
Pest Management	595	
Water and Sediment Control Basin	638	
Improved Water Application	743	

(c) Other Resources

NRCS Field Office Technical Guide, detailed descriptions of Conservation Practice Standards and Specifications: <http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/fotg/>

CONWAY RANCH CONSERVATION EASEMENT MANAGEMENT PLAN – EXHIBITS

October 2014

Exhibit A-1 Conservation Easement Map

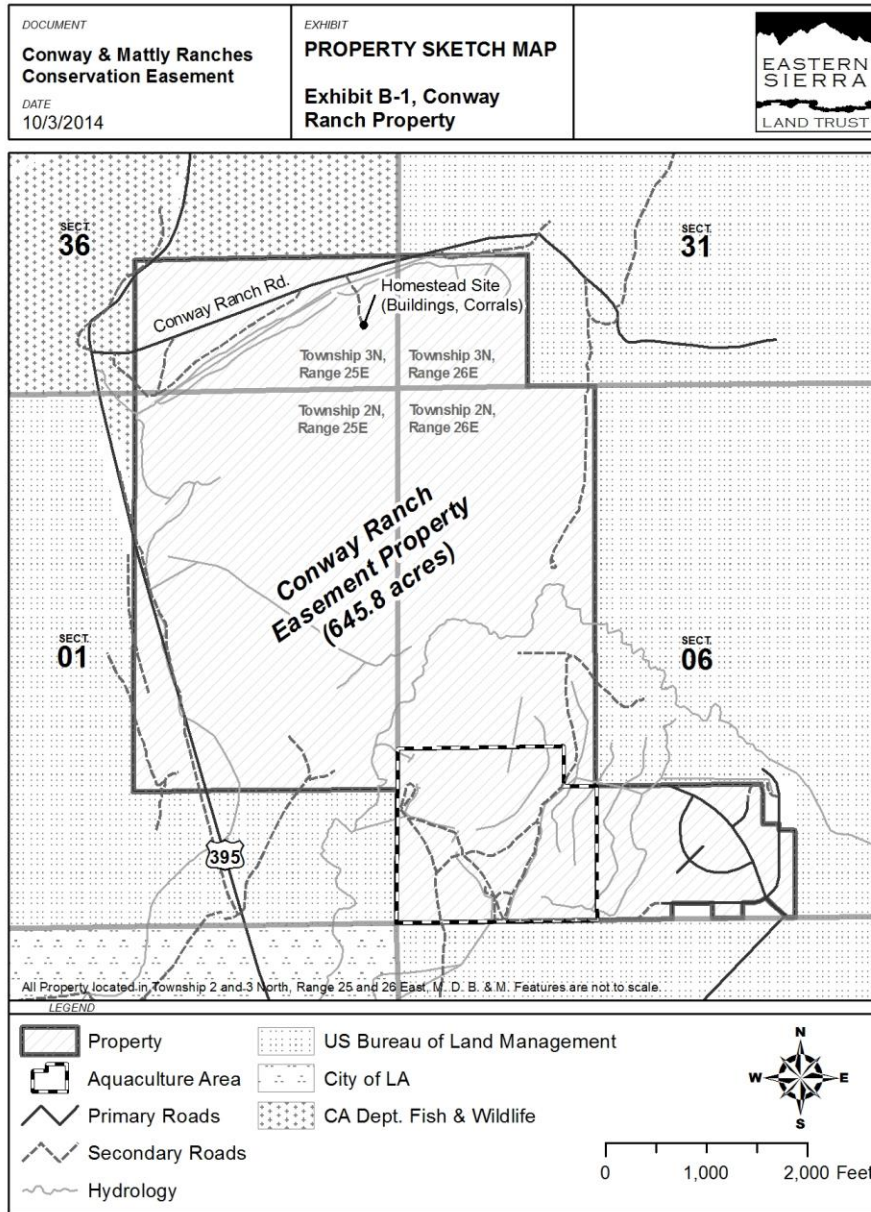


Exhibit A-2 Conservation Easement Map

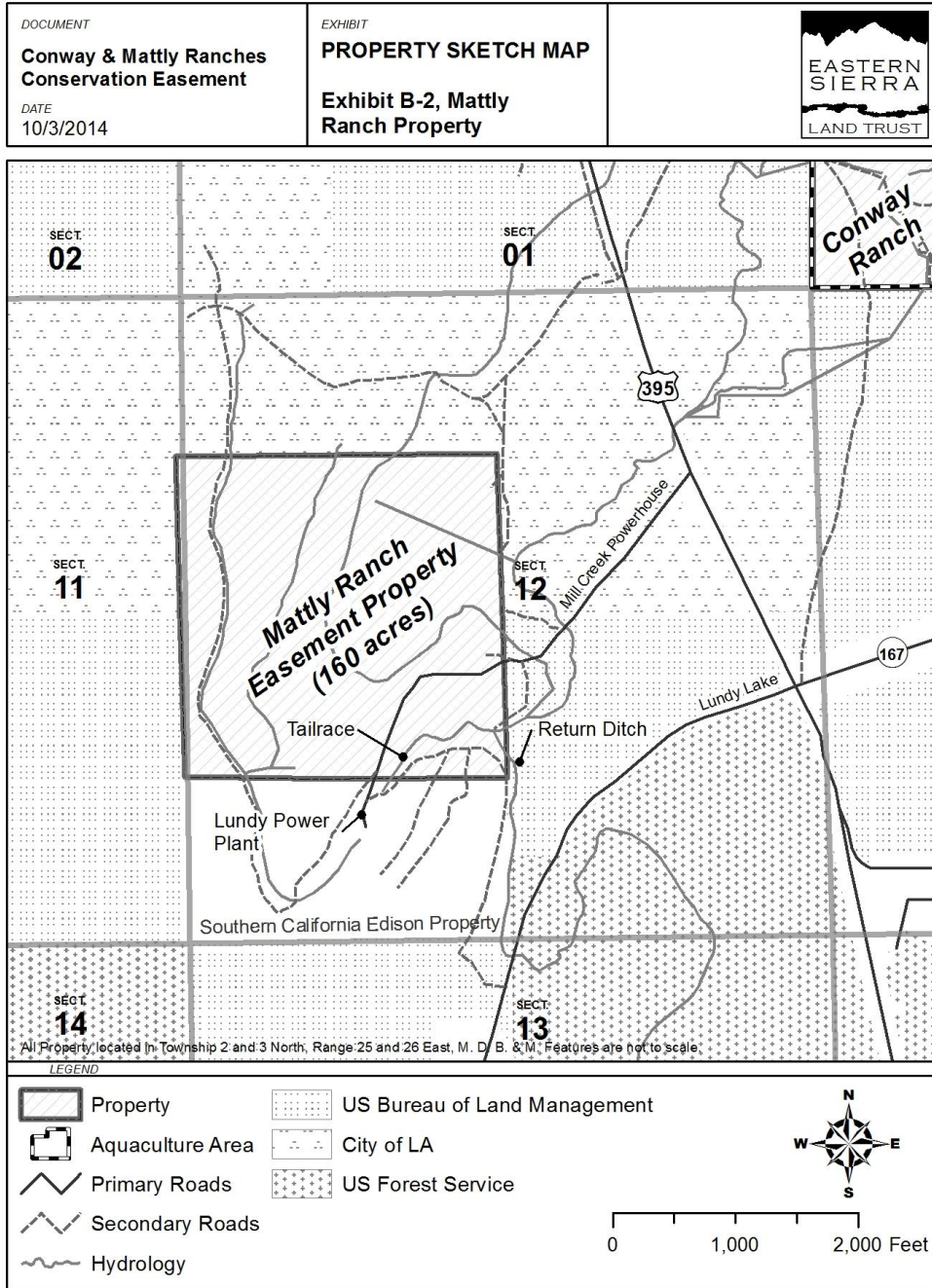


Exhibit A-3 Conservation Easement Map

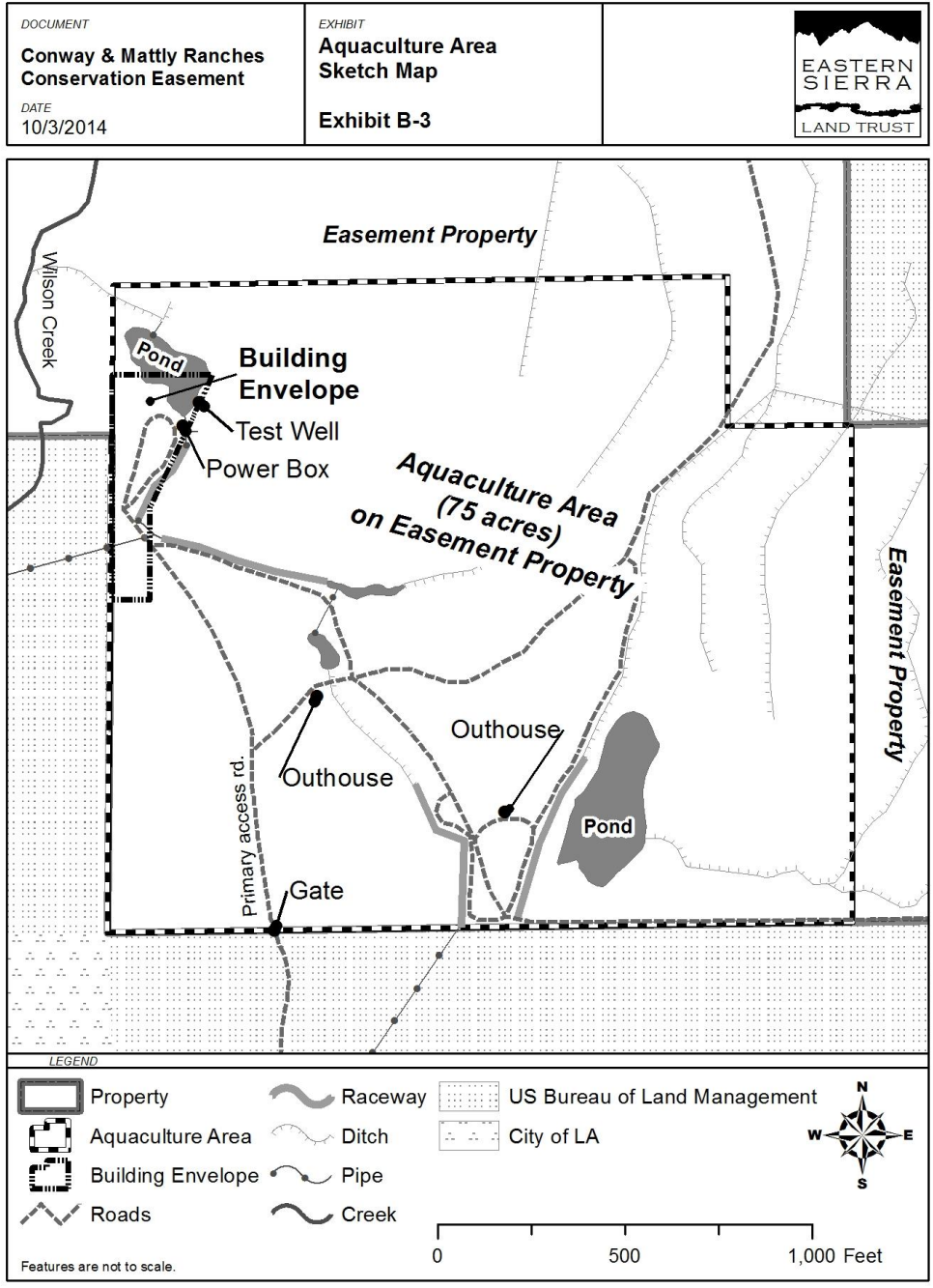


Exhibit B

Conway Ranch Baseline Documentation Report

[Current version available on Mono County website](#)

[Final version to be included]

Exhibit C

ESLT Monitoring Policy

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.C: Easement Monitoring Policy

EASTERN SIERRA LAND TRUST

MONITORING POLICY

Date Adopted: July 6, 2009

APPENDIX 11.C – CONSERVATION EASEMENT MONITORING POLICY

Purpose

Pursuant to the national Land Trust Alliance’s Standards and Practices, Eastern Sierra Land Trust (ESLT) monitors each of its conservation easements on an annual basis, at a minimum, in order to ensure that easement lands are being used in accordance with the terms of the easement and that any violations of the easement are identified as soon as possible. In addition, ESLT recognizes that regular and consistent monitoring will enhance ESLT’s relationships with its easement landowner partners through personal communication and serve to understand and/or discover pending or contemplated actions by landowners that may impact the conservation easements in the future. Effective and regular monitoring efforts honor the written commitments made to the original landowners/donors and to other conservation partners.

ESLT is dedicated to upholding its legal and community obligations to preserve the conservation easements it accepts for as long as such easements exist. In recognition of the fact that ESLT’s conservation easements are perpetual in duration, ESLT understands that one of the keys to preserving these easements is its commitment to monitor, defend and enforce the terms of each conservation easement on a consistent basis. Key to these stewardship services is the process of visiting conserved land and the owners of the land at least annually. Building relationships with and providing services to landowners is the best immediate and long-term method to guarantee that conservation easements are upheld.

Regular monitoring prevents gaps in the information concerning the property and its owners or residents and ensures that owners and residents have knowledge of the restrictions placed on the use of the land. Through the use of a systematic monitoring of documented conservation values, compliance with the easement terms can be ensured.

Implementation

Procedures and Handbook

The Lands staff develops monitoring implementation procedures, which are approved by the Lands Committee and Executive Director. ESLT staff shall adhere to procedures for landowner contact, monitoring preparation, implementation and follow-up. (Reference: Handbook 11.C, Monitoring Procedure)

Funding

The Stewardship Fund, at the discretion of the ESLT Board of Directors, may cover annual monitoring expenses. (Reference: Appendix 11.A, Stewardship Fund Policy).

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.C: Easement Monitoring Policy

Frequency of Monitoring:

Annual Visits

Each conservation easement held by ESLT shall be monitored at least annually, in person and on the ground to ascertain whether the use of the property is in accordance with the terms of the easement.

Additional monitoring

More frequent monitoring, including informal drive -by visits of properties with a greater potential for violation may be appropriate when the easement may be at risk, in order to identify any actions that may violate the terms of the restrictions as soon as practicable, and thus reduce the organization's chances for significant time and expense in correcting a violation. Examples include the exercise of a reserved right, such as during construction of structures permitted by the easement, earth moving/grading or vegetation management activities. If a property has changed hands, a monitoring visit in addition to the annual monitoring ensures that new owners know the restrictions placed on the land.

Monitors:

Trained Staff

ESLT recognizes the importance of using trained staff members to monitor its properties, to provide necessary continuity, positive relations with landowners, and long -term organizational accountability. Prior to commencing monitoring, monitors shall receive adequate training in the methods and importance of the monitoring process, its relation to ESLT's overall conservation easement Stewardship Program and how to conduct the monitoring in a safe and professional manner.

Others:

Volunteers may assist with the monitoring, under the supervision of trained staff. Unsupervised volunteers will not be used, except in extraordinary circumstances.

Method of Monitoring:

Ground monitoring will be the primary method used, as it provides an opportunity to closely inspect structures and activities that may not be seen using other methods. All homestead and homesite monitoring will be done on the ground.

Aerial monitoring or inspection using binoculars from a distance may be used to view remote or hard to access areas of properties, and for understanding the overall context of the easement properties and general landscape.

Communications and Monitoring Process

Easement landowners are contacted in writing in advance of the proposed monitoring visit and invited to take part in the visit. They are also given the opportunity to discuss their easement and any concerns or questions they may have. All contact with the landowner will be documented and records kept in the permanent and working stewardship files.

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.C: Easement Monitoring Policy

ESLT staff shall send at least one written communication to each easement landowner describing the monitoring visit prior to the visit, and shall send at least one written communication to each landowner following the monitoring that includes the annual monitoring report and addresses any issues identified in the visit, if applicable.

ESLT staff shall adequately prepare for each monitoring visit by familiarizing themselves with the conservation easement document, baseline documentation, prior monitoring reports, maps and the monitoring forms. ESLT staff shall, at a minimum, each year visit or view all areas of the property subject to restrictions on use and any areas of recent development activity to determine compliance with the terms of the conservation easement. ESLT staff shall take photographs as frequently as specified in the procedures adopted pursuant to this Policy, and at least when changes to the land or development activities have occurred on the property that are relevant to the conservation easement document.

Monitoring Follow-up

Monitoring reports form part of the permanent records ESLT manages for land projects. ESLT staff shall adhere to procedures to assure that any questions that arise during a monitoring visit or any activities that are identified that may constitute a violation of the easement are addressed in a timely and professional manner, and to assure that ESLT preserves its rights to enforce an easement if it becomes necessary. The procedures shall require that each monitoring visit be represented by a written monitoring report that is signed by the individual who performed the monitoring visit, and reviewed and signed by the Executive Director. All monitoring reports and any follow-up actions shall be archived in accordance with ESLT's Record-keeping Policy (*draft* Appendix 2.D).

Corrective actions shall be documented in writing and reported to ESLT's Executive Director. The Executive Director shall report all non-procedural violations to the President of ESLT's Board of Directors in a timely manner (Appendix 11.E, Enforcement Policy).

ESLT Lands Committee and Board of Directors will be provided with an annual report summarizing the year's easement and land monitoring visits.

Exhibit D

ESLT Enforcement Policy

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.E: Enforcement Policy

EASTERN SIERRA LAND TRUST

ENFORCEMENT POLICY

Date Adopted: July 6, 2009

APPENDIX 11.E – ENFORCEMENT POLICY

Purpose:

Eastern Sierra Land Trust (ESLT) is responsible for enforcing all its conservation easements through the identification, documentation, and rectification of violations. ESLT believes that, although it is highly unlikely problems will arise with the original partners in an agreement, subsequent owners may not fully understand the terms of an easement. The goal of regular communication and property monitoring is the prevention and early detection of violations, allowing non-compliance events to be identified and corrected in a timely manner and on favorable terms.

As a holder of conservation easements, ESLT must enforce the terms of these legal agreements for a variety of ethical, legal, and economic reasons. In addition to protecting the conservation values of the land, enforcement is needed to:

- Ensure the continued public benefit of each easement, engender public confidence in ESLT's ability to achieve its mission overall, and in its ability to enforce specific conservation easements.
- Uphold and maintain ESLT's legal authority to enforce the terms of its conservation easements. Delayed enforcement of a violation may jeopardize ESLT's right to enforce particular provisions.
- Maintain ESLT's tax-exempt status, and its ability to accept future donations of conservation easements. Federal regulations specify that the eligibility of an organization to accept tax-deductible easement gifts requires a "commitment to protect the conservation purposes of the donation, and ... the resources to enforce the restrictions". ESLT's failure to enforce the terms of its conservation easements could jeopardize its tax-exempt 501(c)(3) status and its ability to accept tax-deductible easement gifts if it were shown that ESLT relinquished its enforcement rights to benefit private individuals.

Enforcement Policy:

ESLT utilizes strong landowner communication practices and proactive consultation to make the prevention of violations the goal. However, when they occur, ESLT follows a standardized and fair procedure for correcting the violation. Upon discovery, ESLT staff fully documents the discovery. Staff will then consult with the ESLT Executive Director to verify the violation. Level II and III violations (see section describing "Level of Violation") are immediately reported to the President of the Board of Directors. Finally, a response to the violation is prepared.

Prevention

ESLT recognizes that landowner awareness and communication, not litigation, are the best immediate and long-term methods to guarantee that conservation easements are upheld. ESLT works with owners of conserved land to help them understand their conservation easement and to continue to manage their land in accordance with the terms of the agreement. Regular communication and property monitoring result in violations being found and corrected in a timely manner.

Key Principles in Prevention of Violations:

- Maintain good landowner relations. Meet with new landowners to explain easement terms, monitoring, and review baseline.
- Engage in annual, well-documented monitoring
- Ensure that new owners understand ESLT’s mission, the conservation restrictions for their property, and the concept and purpose of conservation easements in general
- Maintain good relations with local officials

Presumption of Innocence or Misunderstanding

A violation may have been caused by the landowner, an adjacent property owner, or a trespasser. ESLT will not assume that the landowner is the responsible party. It is also possible that a misunderstanding of the conservation restrictions has occurred, or that the restrictions have not been communicated clearly to the party committing the violation.

Complete Documentation upon Discovery

When an apparent violation is discovered, either during a formal monitoring visit or otherwise, the violation will be documented as completely as possible by the ESLT staff discovering the violation. Complete documentation includes comprehensive digital photography, mapping and/or aerial photographs, necessary measurements, and detailed field notes and reports.

Verification of Violation

A subsequent review of the files may reveal that permission was granted for the act, an amendment had occurred, or other circumstance resulting in the apparent violation was present. The review may also present clear evidence that the violation did, in fact, occur, and that corrective actions are required.

Use of Amendment

In rare instances, ESLT may consider the use of an amendment to resolve a violation. No amendment to a conservation easement will be agreed to which would adversely affect any conservation value protected by the original easement. The adoption of any amendment for this purpose must be done in accordance with the ESLT amendment policy (Appendix 11.I).

Level of Violation

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.E: Enforcement Policy

Depending upon the level of the violation, ESLT staff will involve appropriate staff, board member(s), or legal counsel to decide on the appropriate response. All violations, no matter the level, will be documented and addressed. Refer to Handbook 11.E for specific descriptions of Level I (minor), II (moderate), and III (major).

The harm caused by the violation will be balanced against the cost/benefit of the selected enforcement response, while maintaining the most constructive working relationship possible with the landowner. ESLT's response to a violation should match the severity of the violation. The response will be based on the combination of the resource impact of the violation and the mitigating circumstances present. This may result in a unique response in certain circumstances. However, consistent responses to similar violations maintain public confidence, and therefore are always a goal in violation response.

Third Party Violations

In the event that a violation of the terms of a conservation easement is determined to have been caused by the action of a third party, ESLT will engage the cooperation of the landowner to terminate the action and restore the property to an appropriate condition. Notice of violation will be given to the responsible party if possible and reparation of damages will be sought. If resource damage is significant and the owner is unwilling to cooperate, then ESLT reserves the right to take legal action to remedy the situation. ESLT individually, or in concert with the landowner, may employ any remedy available to the landowner. Steps to enforce easement terms against violations by third parties must be consistent with the terms of the easement document and approved by the Board of Directors.

Response Procedures for Violations

Each conservation easement contains language specific to the 'Enforcement' or 'Grantees Remedies' for that easement. The procedures noted in Handbook 11.E are generally compatible with these remedies, however they shall not override or replace the language written into the individual conservation easements. Refer to Handbook 11.E (Enforcement) for specific response procedures for violations.

Costs of Enforcement

Enforcement expenses may include extensive staff time, costs of special documentation materials, legal fees, and reparation costs. All easement deeds are drafted to include the grantee's right to recover all costs, including legal costs, from the landowner in case of a violation by the landowner. In the event that it is impossible to recover costs, ESLT will draw on existing enforcement funds or raise funds as needed to meet such expenses.

Violation Implications and Follow-up:

Stewardship Experience

What is learned from experiencing violations and feedback from landowners is collected and discussed with the ESLT Lands Committee, Board of Directors, project staff and legal staff to improve how ESLT develops projects and writes conservation easements. Stewardship staff will report regularly on these experiences and what is being learned.

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.E: Enforcement Policy

Notifying LTA and the Land Trust Community

ESLT realizes the implications that violations have for the land trust community and will seek to share information and experience on this essential topic. Before responding to a major violation that could require litigation and/or set a national precedent, ESLT will notify and seek assistance from the Land Trust Alliance and other regional land trust authorities.

Eastern Sierra Land Trust Enforcement Policy: As adopted by Board of Directors

July 6, 2009
(date adopted)

Exhibit E
NRCS Conservation Plan



Conservation Plan

Dan Lyster
P.O. Box 2415,
Mammoth, CA 93546

Objective: This plan addresses resource concerns that need improvement, based on current management activities. It is a "Benchmark" that continues current activities under a Resource Management System Plan.



Conway Ranch and Mono Lake

Conway Ranch, including the Mattly Ranch on the west side of Hwy. 395 was acquired by Mono County, California in 1998. This agricultural property was slated for development, and the County purchased the ranch using State mitigation funding to maintain the scenic integrity of the north Mono Basin.

Present management direction is to balance the traditional agriculture uses of irrigated pastureland and sheep grazing, with important wildlife, recreational, and cultural values. Aquaculture is also an established use on Conway Ranch, and is managed by a non-profit group to enhance recreational fisheries throughout Mono County.

Important resource issues under current management include irrigation efficiency, operation and maintenance of structural improvements, soil erosion arising from numerous causes, riparian conditions along Wilson Creek, wildlife habitat conditions for mule deer, sage grouse, neo-tropical migratory birds and other passerine species, fisheries and water quality, noxious weeds, and livestock management and domestic sheep health and nutrition.

Practices are organized by *land use* (rangeland or pasture). Both *structural* and *management* practices are described.

GRAZED RANGE

Tract: 150 CONWAY

398 FISH RACEWAY OR TANK

Construct a channel or tank with continuous flow of water for high-density fish production.

Four existing fish raceways, all for summer use only are located at the southern end of this field. The raceways are part of the irrigation system provided by the Bell Diversion, and are contained in modified irrigation ditches. A one acre pond is adjacent to the raceways, and is used primarily for educational purposes. Regular O&M practices are applied.

Field	Planned Amount	Month	Year	Applied Amount	Date
4	500.0 ft.	1	1999	500.0 ft.	Jan-1-1999
Total:	500.0 ft.			500.0 ft.	



410 GRADE STABILIZATION STRUCTURE

Install a structure to control the grade and head cutting.

Tailwater that returns to Wilson Creek from the Bowl fish runs is headcutting within the drainage. The headcut is approximately 100 feet south of Wilson Creek, and is 4 feet deep.

Field	Planned Amount	Month	Year	Applied Amount	Date
4	1.0 no.	10	2006		
Total:	1.0 no.				

550 RANGE PLANTING

Establish adapted perennial vegetation to restore a plant community similar to historic climax or establish the desired plant community based on land manager's objectives.

Two areas should be treated: (1) berms along the fish-rearing runs and (2) the area west of the "S" curve run that is no longer being irrigated.

Field	Planned Amount	Month	Year	Applied Amount	Date
4	1.0 ac.	11	2006		
Total:	1.0 ac.				

560 ACCESS ROAD

Build a designated route or constructed travelway to be used by vehicles necessary for management of the operation .

The road that accesses the *water and sediment control basin* at the northwest corner of Conway Ranch is eroding and needs drainage improvements.

Field	Planned Amount	Month	Year	Applied Amount	Date
3	500.0 ft.	6	2006		
Total:	500.0 ft.				



646 SEDIMENT BASIN

A basin constructed to collect and store debris or sediment .

The existing sediment basin just north of the old ranch house requires regular maintenance to maintain capacity. Excess material removed from the basin may be used for projects elsewhere on Conway Ranch (for example, as base for bedding pipeline).

Field	Planned Amount	Month	Year	Applied Amount	Date
3	1.0 no.	6	2006		
Total:	1.0 no.				

528C PRESCRIBED GRAZING - PERENNIAL RANGELAND (CA)

Controlling grazing, fencing or herding on perennial rangelands.

Field	Planned Amount	Month	Year	Applied Amount	Date
3	42.9 ac	6	2006		
4	82.8 ac	6	2006		
Total:	125.7 ac				

PASTURE

Tract: 150 CONWAY

382 FENCE

Construct a fence for use as a barrier to wildlife, livestock, or people .

*Approximately 1/2 mile of old, woven wire sheep fence in fair to poor condition runs north-south across the irrigated meadow. This fence does not serve any current management purpose and can be removed. Volunteers could likely be utilized to dismantle and remove this fence.

*Approximately 1/2 mile of old fencing along the east side of Hwy. 395 is in a state of dis-repair and should be maintained. This fence acted to reduce deer mortalities by funneling deer through an 8 foot high culvert under the highway. CalTrans maintenance responsibility.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	2,640.0 ft.	11	2006		
1	2,640.0 ft.	10	2007		
Total:	5,280.0 ft.				



398 FISH RACEWAY OR TANK

Construct a channel or tank with continuous flow of water for high-density fish production .

The main winter run for the aquaculture operation is located in "the Bowl", an artificial wetland at the southwest corner of field 1. Three other fish-runs and a storage shed for supplies are also maintained in this area. Normal O&M practices are applied.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	650.0 ft.	1	1999		Jan-1-1999
Total:	650.0 ft.				



410 GRADE STABILIZATION STRUCTURE

Install a structure to control the grade and head cutting .

A gully has formed in the northwest area from highway runoff. The photo below was taken during a thunderstorm event on June 21, 2002 and shows the release of water collected from Hwy. 395 funneled into the gully. Highway drainage needs to be considered at this point, and grade stabilization is needed within the gully to promote restoration and reduce soil erosion.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	1.0 no.	11	2006		
Total:	1.0 no.				



550 RANGE PLANTING

Establish adapted perennial vegetation to restore a plant community similar to historic climax or establish the desired plant community based on land manager's objectives .

Reseed approximately 2 acres along pipeline route with native species to reduce weed invasion and loss of soil through wind or water erosion. See attached job sheet for specifications.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	2.0 ac.	11	2006		
Total:	2.0 ac.				

587 STRUCTURE FOR WATER CONTROL

Install a structure to control direction, rate and/or level of water in the system .

Protect water outlet on pipeline (Virginia Creek) with a rock outlet structure.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	1.0 no.	11	2006		
Total:	1.0 no.				

595 PEST MANAGEMENT

Manage infestations of weeds, insects and disease to reduce adverse effects on plant growth, crop production and material resources .

Chemically treat small infestation of short whitetop (*Cardaria draba*) near corrals.

May require treatment for multiple years. Treatment based on regular monitoring.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	0.1 ac.	5	2006		
Total:	0.1 ac.				

638 WATER AND SEDIMENT CONTROL BASIN

Install a structure across the slope to trap sediment and detain water for safe release .

Existing basin at the northwest corner of Conway Ranch requires regular maintenance to remove sediment loading. Material can be used elsewhere on property for project work.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	1.0 no.	10	2006		
Total:	1.0 no.				



743 IMPROVED WATER APPLICATION

Applying irrigation water using a planned conservation irrigation system when operational changes have been made and where definite action has been taken to improve irrigation effectiveness, distribution uniformity or to reduce erosion .

This is an interim measure, showing that progress is being made toward achieving irrigation water management, as defined by practice standard 449.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	426.0 ac	5	2006		
Total:	426.0 ac				

430EE IRRIGATION WATER CONVEYANCE, PIPELINE, LOW-PRESSURE, UNDERGROUND, PLASTIC

Install underground pipeline and appurtenances to reduce erosion and seepage .

There are 2 areas showing erosion from the irrigation delivery system. As shown in the photos, below, a combination of steeper gradients and the need to move a larger quantity of water through the system to reach outlying areas results in gullying and headcutting in the ditch. As the ditch deepens, it becomes impossible to overflow water onto the adjacent landscape for irrigation. The ditch is then abandoned and a new, parallel ditch becomes necessary. The recommended solution is to install a buried pipeline through these erosive reaches, with risers to gently release the water into lateral contour ditches for irrigation. Old, eroded ditches can be filled with clean fill material obtained from maintaining the sediment basins. This will allow irrigation to be restored to areas that are now dry because of gullying and de-watering from erosion.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	1,000.0 ft.	10	2006		
Total:	1,000.0 ft.				



449 IRRIGATION WATER MANAGEMENT

Determine and control the rate, amount and timing of irrigation water to minimize soil erosion and control water loss from runoff and deep percolation.

0	Planned Amount	Month	Year	Applied Amount	Date
1	426.0 ac.	5	2008		
2	20.5 ac.	5	2006		
Total:	446.5 ac.				

528B PRESCRIBED GRAZING - IRRIGATED PASTURE (CA)

Controlling grazing, fencing, or herding on irrigated pasture.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	354.2 AC	6	2006		
Total:	354.2 AC				

528D PRESCRIBED GRAZING - WETLANDS

Controlling grazing, fencing or herding on wetlands.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	71.8 ac	6	2006		
Total:	71.8 ac				

PASTURE

Tract: 151 MATTLY

449 IRRIGATION WATER MANAGEMENT

Determine and control the rate, amount and timing of irrigation water to minimize soil erosion and control water loss from runoff and deep percolation.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	43.3 ac.	5	2006		
Total:	43.3 ac.				

528B PRESCRIBED GRAZING - IRRIGATED PASTURE (CA)

Controlling grazing, fencing, or herding on irrigated pasture.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	43.3 AC	6	2006		
2	20.5 AC	6	2006		
Total:	63.8 AC				

GRAZED RANGE

Tract 151: MATTLY

528c PRESCRIBED GRAZING - PERENNIAL RANGELAND (CA)

Controlling grazing, fencing or herding on perennial rangelands.

Field	Planned Amount	Month	Year	Applied Amount	Date
2A	87.8 AC	6	2006		
2B	17.1 AC	6	2006		
Total:	104.9 AC				

CERTIFICATION OF PARTICIPANTS

Dan Lyster _____ Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

CONWAY RANCH CONSERVATION PLAN

CONWAY SECTION

PRACTICE / COMPONENTS	UNITS	UNIT COST	TOTAL COST	
638 Water - Sediment Control Basin (Area # 1) annual maintenance	each	\$3,000/yr	\$3,000	
587 Structure for Water Control Pipe overflow structure: (a) mobilization (b) pipe & appurtances (c) excavation & compacting	each	\$1,250	\$1,250	
430EE Irrig Water Convey - Pipeline Pipe through eroded area, alfalfa valves, contour ditches, need backfill material in gullies, connect to pipe overflow structure (above) (a) mobilization (b) 660' of 12" PVC (c) 7 - 12" alfalfa valves (d) trench and backfill (e) 388 - irrigation field ditch (f) grading and shaping	each feet each feet feet acres	\$1,250 \$55 \$10/ft \$2 /ft \$200/ac	\$1,250 \$385 \$6,660 	
646 Sediment Basin (near Ranch House) annual mtnce	each	\$3,000	\$3,000/yr	
595 Pest Management treat short whitetop at corrals (spot) treat Iris in irrigated pasture (25 ac)	acre acre	\$300/ac \$300/ac	\$300 \$7,500	
382 Fence Remove or maintain fencing Remove .5 mile using volunteers Maintain Hwy 395 fence - CalTrans		0 0	0 0	
743 Improved Water Application Implement activities in 2006, no capital costs involved.				
528 B & D Prescribed Grazing Implement in 2006, no capital costs				

587 Structure for water control (Area "B", eroded ditch system) 587 estimate 10 wood checks 388 contour ditches 1,500 feet (a) mobilization (b) irrig field ditch 1,500 feet (c) grading and shaping 3 acres	each each feet acre	\$250/ea \$1,250 \$2 ft \$200 /ac	\$2,500 \$1,250 \$3,000 \$600	
430EE Irrig Water Convey - Pipeline (Area "A", NE of Ranch House) (a) mobilization (b) 300 ft of 12 " PVC pipe (C) 12 " alfalfa valves (4) (d) trench and backfill (e) 388 irrig field ditch est 1,000 ft (f) grading and shaping (3 ac)	each each feet feet acre	\$1,250 \$55/ea \$10/ft \$2 /ft \$200/ac	\$1,250 \$220 \$3,000 \$2,000 \$600	
587 Water Control structure (locations throughout Conway area) (A) wood check structures (est 25)	each	\$500 / ea	\$12,500	
587 Water Control structure (Virginia Creek diversion & ditch) (a) mobilization (b) 362 - diversion - concrete/reinf	each CY	\$1,250 \$250/CY	\$1,250	
510 Access Road (add drainage structures to road that serves the water - sediment control basin) rolling dips 5	each	\$350/ea	\$1,750	
Area "E", formerly irrigated by the Lower Conway ditch - evaluate to either re-introduce irrigation (Est. 4,000 feet of 18" or 20" PVC @ \$21.60 - \$24 / FT at a range of \$86,400 to \$96,000) OR Evaluate and re-seed 80 acres with drought tolerant native species.				

MATTLY SECTION				
587 Structures for Water Control (a) wood check structures 15	each	\$250/ea	\$3,750	
398 Fish Raceway or Tank (a) mobilization	\$1,250			
(b) fish raceway (per 100 ft raceway	foot	\$10/ft		
(c) 587 struct for water control	each	\$1,000		

Exhibit F
Sheep Grazing Lease

CONWAY RANCH GRAZING LEASE

This CONWAY RANCH GRAZING LEASE (hereinafter "Lease") is made and entered into by and between the County of Mono, a political subdivision of the State of California (hereinafter referred to as "Lessor") and F.I.M. Corporation, a Nevada corporation (hereinafter referred to as "Lessee").

RECITALS

A. The Mono County property subject to this Lease is known as "The Conway Ranch," which is more particularly described in the legal description attached hereto as Exhibit "A" (hereinafter referred to as the "Property").

B. Lessee desires to hire from Lessor and Lessor desires to lease to Lessee the Property to be used for the pasturing and grazing of Lessee's sheep subject to all of the terms, covenants and provisions of this Lease.

Now, therefore, the parties hereto agree as follows:

1. Grant of Leasehold Interest: Lessor does hereby lease to Lessee and Lessee does hereby hire from Lessor the Property to be used for sheep grazing and related purposes subject to all of the terms, covenants and provisions hereunder.

2. Term: The term of this Lease shall commence on November 15, 2012 and shall cease and terminate on November 15, 2017.

3. Rent: As rental for the use of the Property, Lessee hereby promises and agrees to pay the Lessor the sum of Seventeen Thousand Dollars (\$17,000.00) for the first year of this Lease. A first installment of \$8,500 will be due on, May 15 2013, and then the second installment of \$8,500 will be due by November 15, 2013. Rent shall be paid by check or money order payable to Mono County care of Dan Lyster (or any later acting Mono County Economic Development Director), Economic Development Director.

For each successive year under this lease, the amount of rent will increase at an annual rate of three percent (3%). A schedule of the rent due and payable for each successive year is attached hereto as Attachment One, and incorporated herein by reference.

4. Land Use Policies and Restrictions: During the entire lease term, lessee and its agents or employees shall be responsible for carrying out and abiding by the following land use policies and restrictions:

a. Weed Issues:

- i. Confer with the Conway Ranch Caretaker (who will be designated by Mono County and may change from time to time) to understand the locations of weed outcroppings on Conway Ranch;
- ii. Avoid driving through weed infested areas;
- iii. Remove weeds from vehicles by washing thoroughly on a paved area or in a car wash;
- iv. Avoid disturbing native vegetation or creating seedbeds (open areas) when possible. This especially applies to sheep bedding areas where weed control will be necessary to reduce the likelihood that invasion occurs into adjacent stands of native vegetation.
- v. Avoid grazing in areas where weed seed is ripe.
- vi. Remove and dispose of weed seeds from stock portion of the plant if grazing accidentally occurs in a weed infested area.
- vii. Carefully check livestock for weed seed and remove it before the animals are transported onto the Conway Ranch property.

b. Property Management:

- i. Salt or supplements for sheep should not be placed close to water, riparian zones, or known habitats of sensitive plants or wildlife species;
- ii. No fencing shall be constructed without the express written consent of the Conway Ranch Caretaker;
- iii. Sheep will be herded. Sheep should be moved on the Property in a manner that will leave a minimum of four inches of key forage plant species on the Property. Rotation of use areas will be achieved whenever practicable;
- iv. Sheep bedding grounds will not be within 250 feet from any historical structure, spring source, natural wetlands, or the creek;

v. Lessee shall comply with any directive given to it by Lessor made in response to an action taken or designation made by an agency of the United States. In that event, Lessee may request Lessor to reduce the rent to be paid by the Lessee for its use of the Property.

c. Water Quality:

- i. Spring sources, natural wetlands and creeks should be avoided. Sheep should be kept at least ten feet away from these areas.
- ii. Sheep and herds shall not disturb the fish raceways or other fish rearing facilities and shall not come within one hundred (100) feet of raceway areas.
- iii. All irrigation and movement of water will be managed by the Conway Ranch Caretaker who will be designated by the County. *The sheep grazer(s) shall use their best efforts to assist the Caretaker with irrigation issues when the Caretaker requests such assistance.*

5. Liability Insurance: Lessee shall obtain and, at all times during the term of this Lease, shall carry and maintain in full force and effect at Lessee's own expense, a policy of liability insurance in the amount of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) combined single-limit policy for personal injury and for property damage. Such policy shall be written by a company or companies having a Best Financial Size Category of not less than Class IX and a Best Policyholder's Rating of not less than "A" and shall name the Lessor and the County of Mono as the insured or as additional insured with Lessee and shall insure Lessor, its officers, agents, and employees against liability for Lessee's use or occupancy of the Property. This policy shall be in a form satisfactory to Lessor and shall not be subject to cancellation, reduction in coverage, or insured except after written notice to Lessor at the address provided in Paragraph 18 of this Lease, by certified mail, return receipt requested, not less than twenty (20) days prior to the effective date thereof. Lessee shall deliver a copy of the policy showing that the insurance is in full force and effect to Lessor upon execution of this Lease. Lessee's failure to carry and maintain in full force and effect such insurance policies shall be a default of this Lease pursuant to the terms of Paragraph 14 below.

6. Timber Rights: Lessee shall not cut or carry off any wood or burn any substance growing on the Property without the prior written consent of Lessor. All timber rights of any kind and character on the Property are reserved to Lessor, who has the right to cut and remove any timber, or otherwise exercise all timber rights at all times during the term of this Lease, provided that no damage shall otherwise be done by Lessor or those claiming under it to any of Lessee's sheep or other property rights of Lessee under this Lease.

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9-5-11

7. Hunting and Fishing Right: Lessee hereby agrees not to hunt or fish on the Property without the prior written consent of Lessor. All hunting and fishing rights and privileges on the Property are particularly reserved to Lessor, provided that no damage shall be done by Lessor or those claiming under him to any of Lessee's sheep or other property rights of Lessee under this Lease.

8. Right to Enter: The Property is on public property open to access by the public. Mono County employees, agents and contractors can enter the Property at any time.

9. Liens and Encumbrances: Lessee shall pay and discharge when due, all and every obligation incurred by it in connection with the use of the Property, and shall permit no mechanic's lien, materialmen's lien, or other lien of any nature or demand to be placed or filed against the Property.

10. Destruction of Improvements: In the event of the destruction of any or all of the improvements located on the Property by fire or other Acts of God, neither of the parties hereto shall be obligated to rebuild said improvements.

11. Waiver: A waiver by Lessor of any breach of this Lease by Lessee shall not be deemed to be continuing, and shall not operate as a waiver of any further breach of the conditions or agreements contained herein.

12. Waste: During the term of this Lease Lessee will not commit or suffer to be committed any waste upon the Property.

13. Surrender of Property: At the expiration of the term of this Lease, or sooner termination thereof, the Lessee covenants, promises and agrees to peaceably and quietly quit and surrender the Property to Lessor or its agent or designee in as good order, condition, and state of repairs received by him, reasonable wear and damage by the elements excepted.

14. Termination:

a. Default: It is mutually understood and agreed that time is of the essence hereof, and should Lessee fail to keep any of the covenants and agreements herein above specified on its part to be performed and kept, or should it at any time fail to make any of the above-mentioned payments, at the time and in the manner provided, the Lessor may, at its option, determine this Lease to be void and terminated, and may enter in and upon the Property, take possession thereof, and remove all parties and personal property from the Property during the time of occupancy by Lessee.

b. Insolvency and Bankruptcy: If the Lessee becomes insolvent or makes any assignment for the benefit of creditors or is adjudged bankrupt, either voluntarily or involuntarily, this Lease shall immediately terminate and shall not be

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9-5-11

assignable by any operation or process of law, and shall not be treated in any way whatsoever as an asset of the Lessee after such event. Lessor shall be entitled to retain any rents theretofore received without reduction, abatement or proration.

- c. Monitoring: The Lessee understands and agrees that the Caretaker of the Property will from time to time monitor and report on the grazing practices occurring on the Property. If any violations of this agreement occur, the County reserves the right to terminate this Lease and have Lessor remove the sheep from the Property within 72 hours.
- d. Cancellation: This Lease may be cancelled by either party to this Lease without cause, and at will, for any reason whatsoever, by giving sixty (60) days written notice of such intent to cancel. Lessor may cancel this Lease in the event of threatened or initiated litigation against Lessor related to this Lease by giving Lessee thirty (30) days written notice to Lessee of such intent to cancel.

15. Indemnification: Lessee agrees to hold Lessor harmless from any and all damage to the Property done by fire or other causes, which result from Lessee's use or operation of the Property. Lessee further agrees to defend, indemnify and hold Lessor harmless from all liability and/or claim for damages arising from any injury, from any cause to any person, including Lessee, or to any property, including Lessee's, which arise or arose from Lessee's operation or occupancy of the Property. Furthermore, Lessee shall at all times during the term of this Lease hold harmless, defend, and indemnify Lessor against any claim, loss, or liability whatsoever arising directly or indirectly out of Lessee's tenancy and/or the use of the Property by Lessee.

16. Attorney's Fees: It is understood and agreed that in the event suit should be brought for unlawful detainer of the Property, for the recovery of the rent due under the provisions of this Lease, or because of the breach of any other covenant, promise or condition herein contained, the prevailing party shall be entitled to recover from the other reasonable attorney's fees to be fixed by the court as part of the costs of suit.

17. Subordination: This Lease is and shall be subordinate to any mortgages or deeds of trust that are or may be placed on the Property. Lessee agrees to promptly execute any documents to effectuate a subordination of this Lease to any said mortgages or deeds of trust upon written request by the Lessor.

18. Notice: Any notice, communication, amendments, additions, or deletions to this Lease, including change of address of any party during the term of this Lease, shall be made in writing. Any such writing may be personally served, but shall otherwise be sent by prepaid first class mail as follows:

To Lessor: Dan Lyster, Economic Development Director
County of Mono

P.O. Box 2415
Mammoth Lakes, CA 93546

To Lessee: F.I.M. Corporation
P.O. Box 12
Smith, NV 89430

19. Assignment: Lessee shall not voluntarily, or by operation of law, assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Property without the prior written consent of the Lessor.

20. Inurement: Subject to the restrictions against assignment, this Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

21. Amendment: This Lease sets forth the entire agreement between the parties and may be modified or amended only if so agreed upon in writing by all the parties hereto.

22. Headings: Paragraph and subparagraph headings used in this Lease are for reference and convenience purposes only and shall not affect the meaning or interpretation of this Lease.

23. Governing Law: This Lease is made and shall be construed in accordance with the laws of the State of California.

24. Severability: If any provision of this Lease shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Lease are intended to be and shall be deemed severable.

25. Taxes and Assessments: Lessee agrees to pay all taxes and assessments (if any) lawfully imposed on Lessee by any governmental agency with respect to Lessee's activities under this Lease, including but not limited to taxes or assessments imposed against Lessee's property, inventory, activities, and employee wages. Pursuant to Revenue and Taxation Code § 107.6, notice is hereby given that in the event that this Lease creates a possessory interest that may be subject to property taxation, the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

26. Representation by Counsel: The parties acknowledge that this Lease is executed voluntarily by them, without duress or undue influence on the part of or on behalf of any other party. The parties further acknowledge that they have participated in the negotiation and preparation of this Lease and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive their right(s) to do so, and that they are fully aware of the contents of this Lease and of its legal effect. Thus, any ambiguities in

this Lease shall not be resolved in favor of or against either party. The parties specifically acknowledge that the Mono County Counsel has only represented the County with respect to the negotiation and preparation of this Lease and that the parties have consented to such representation and have knowingly and voluntarily waived any actual or potential conflict with such representation.

27. Authorization to Execute Lease: Lessee shall have this Lease executed by an authorized agent or officer of Lessee's corporation as provided in Lessee's corporate articles and bylaws. Lessee shall immediately notify Lessor if there is any change in the corporate status of Lessee's corporation.

EXECUTION

Date: 9/5/11

Lessee / F.I.M. Corporation

Marianne F. Leinassar

Printed Name:

Marianne F. Leinassar

Title:

President

Date: 8/23/11

Lessor / Mono County

James M. Arkens

Printed Name:

JAMES M. ARKENS

Title:

CAO

APPROVED AS TO FORM

[Signature]
County Counsel

mfl
9-5-11

ATTACHMENT ONE
SCHEDULE OF RENT

Year	Rent Due for Year	Rental Due Dates
2012	\$17,000	05/15/2013 & 11/15/2013
2013	\$17,510.00	05/15/2014 & 11/15/2014
2014	\$18,035.30	05/15/2015 & 11/15/2015
2015	\$18,576.36	05/15/2016 & 11/15/2016
2016	\$19,133.65	05/15/2017 & 11/15/2017
2017	\$19,707.66	05/15/2018 & 11/15/2018

Exhibit G
MOU between Mono County and the BLM

OFFICE OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517
(760) 932-5215

Renn Nolan
Clerk of the Board

Kim Bullington
Deputy

MINUTE ORDER
M01-103

TO: Director of Energy
FROM: Board of Supervisors
SUBJECT: Cooperative Management of Conway Ranch with BLM

Regular Meeting of May 8, 2001

Approve and authorize Chairman's signature on Memorandum of Understanding between the County of Mono and Bureau of Land Management for the Cooperative Management of Conway Ranch. *(Ronci/Cecil 5-0)*

cc: Clerk of the Board
County Administrative Officer
County Counsel
Auditor
Contract File
Bureau of Land Management

RECEIVED MAY 14 2001

Directed to: Energy Director
Response date: N/A
MO No: M01-103
Agenda No. 9b

RECEIVED MAY 23 2001

A Memorandum of Understanding between the County of Mono, a political Subdivision of the State of California (hereinafter "the County") and Bureau of Land Management, an agency of the Department of Interior of the United States (hereinafter "BLM"), for the cooperative management of Conway Ranch.

This Memorandum of Understanding (MOU) is entered into May 8, 2001, by and between the County and BLM and will remain in effect unless and until terminated by the County or BLM ("the Parties") under Section 8 of this MOU.

RECITALS:

- A. BLM manages approximately 225 acres and the County owns approximately 800 acres of land within Mono County known generally as "Conway Ranch."
- B. The County and BLM desire to cooperatively manage Conway Ranch through this MOU.
- C. The Parties intend to use Conway Ranch for any or all of the following purposes:
- Historical and cultural preservation.
 - Fish-rearing facilities on the County portion of the Ranch.
 - Open space preservation.
 - Wildlife habitat preservation, including deer migration habitat and waterfowl habitat.
 - Scenic Highway Corridor preservation.
 - Maintenance of existing jurisdictional wetlands and irrigated wetlands. Possible wetlands mitigation banking projects that may arise in the future.
 - Water rights preservation by use of the Ranch's water rights to raise fish, irrigate the land, and maintain proper functioning condition and water flow in Wilson Creek.
 - Grazing of sheep on both the BLM and County portions of the Ranch when and where appropriate.
 - Native perennial grass production.

TERMS AND CONDITIONS:

The parties hereto agree as follows:

1. Conway Ranch is open to the public, however some reasonable restrictions on public use and access are necessary (or mandated by applicable grant or purchase conditions). The County and BLM will work together to develop appropriate limitations on public access and use of the property. These limitations shall be consistent on BLM and County portions of the Ranch.
2. The fish-rearing facilities on the County portion of the Ranch will be open to the public by appointment only. Appointments will be handled by the Energy Management Department of Mono County.
3. Grazing management will be consistent with BLM Rangeland Health Standards and Guidelines on all portions of the property. Grazing on the BLM portion of the Ranch will not occur until BLM determines that (1) sufficient vegetation recovery has occurred within grazing areas and (2) grazing is determined to be compatible with the Conservation Management Plan soon to be developed with the County and Natural Resource Conservation Service. To satisfy requirement (1), major vegetation management goals will be directly tiered to the "BLM Bishop Field Office Resource Management Plan (RMP) Desired Plant Community" objectives for meadow systems.
4. Both BLM and Mono County will encourage Caltrans to protect the Ranch from sediment deposition from the Conway Grade above the Ranch.
5. Both parties will work on the restoration of buildings on site and will explore possible low-impact tourism activities at the Ranch.
6. The funding for land management of the Ranch will be split between County and BLM as follows: 75% of the costs will be paid by Mono County and 25% will be paid by BLM. If mutually acceptable, in-lieu services may be used to satisfy some or all of a party's funding obligations under this section. Such funding includes the salary of a caretaker at the property, the maintenance of the irrigation ditches, and equipment maintenance. It does not include any costs associated with the County's fish-rearing facilities as those will be paid exclusively by the County. The County and BLM agree to cooperatively seek funding to enhance implementation of various management goals for the Ranch.
7. The County will organize an annual community meeting every fall that will be open to the public. BLM will participate in these meetings. The meetings will focus on the past year's activities on Conway Ranch, proposed actions for the coming year, and whether any changes to this MOU need to be made.
8. Either party may terminate this agreement with or without cause by providing the other party with ninety days written notice.
9. All notices required or permitted under this MOU will be in writing and delivered to the parties by facsimile transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses stated below:

FOR MONO COUNTY:

Dan Lyster
Mono County Energy Management
PO Box 2415
Mammoth Lakes, CA 93546

FOR BLM:

Steve Addington
Bishop Area Resource Manager
785 N. Main St., Suite E
Bishop, CA 93514

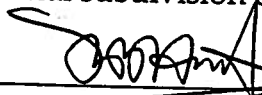
10. This MOU shall be governed by and construed in accordance with the laws of the State of California or federal laws where applicable.

11. This MOU constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this MOU shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this MOU shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

EXECUTION:


IN WITNESS of the foregoing provisions, the parties have signed this MOU through their authorized representative below as of the date first written above:

COUNTY OF MONO,
a political subdivision of the State of California

BY: 

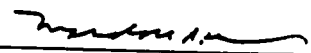
BYNG HUNT, CHAIR
BOARD OF SUPERVISORS

THE BUREAU OF LAND MANAGEMENT,
an agency of the Department of Interior of the United States

BY: 

STEVE ADDINGTON

APPROVED AS TO FORM:



County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Public Health-EmergencyMedical Services

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

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tom Lynch, EMS Administrator, Inland
Counties Emergency Medical Authority
(ICEMA)

SUBJECT ICEMA Overview

AGENDA DESCRIPTION:

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

Presentation by Tom Lynch, EMS Administrator, ICEMA, regarding the relationship of ICEMA to County EMS and the provision of EMS services.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

No fiscal impact.

CONTACT NAME: Lynda Salcido, Public Health/EMS Director

PHONE/EMAIL: 760-924-1842 / lsalcido@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

10/15/2014 8:39 AM	County Administrative Office	Yes
10/15/2014 8:59 AM	County Counsel	Yes
10/15/2014 9:18 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: County Administrator's Office

TIME REQUIRED 1 hour (20 minute presentation by
DWP Staff; 40 minutes public and
Board comments/discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

James Yannotta

SUBJECT Los Angeles Department of Water
and Power Presentation

AGENDA DESCRIPTION:

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

Presentation by James Yannotta of Los Angeles Department of Water and Power regarding issues impacting water supply for Mono County and DWP.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

There should be no fiscal impact from receiving the presentation.

CONTACT NAME: Jim Leddy

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Los Angeles Department of Water and Power Presentation Cover Memo](#)
 - [Los Angeles Department of Water and Power Presentation Attachment](#)
-

History

Time	Who	Approval
10/6/2014 11:48 AM	County Administrative Office	Yes
10/14/2014 10:21 AM	County Counsel	Yes
10/6/2014 6:10 PM	Finance	Yes



COUNTY OF MONO

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

Jim Leddy
County Administrative Officer
Acting Director of HR/Risk Management

To: Honorable Board of Supervisors

From: Jim Leddy, County Administrative Officer

Date: October 1, 2014

Subject: Los Angeles department of Water and Power Presentation to the Board of Supervisors

Recommendation: Receive presentation by staff from the Department of Water and Power regarding impacts of drought on Mono County specifically in regards to DWP facilities with Mono County.

Background: On June 3rd, the Mono County Board of Supervisors received a letter from Los Angeles Water and Power (LADWP) to the State Water Resources Control Board regarding compliance with the Mono Basin water Right License No. 10191 and 10192. The County appreciated the information and realized the notification was a strong reminder of the challenging water times our region is currently going through. In response to the letter from DWP, the Board directed staff to invite DWP staff to present before the Board an informational workshop on drought impacts.

On July 11th, DWP was sent an invitation and requested to present to the Board as well as address a number of items. In reviewing the May 14th letter, a number of issues of interest were raised and requested to be part of the DWP presentation. The County's invite and DWP's response of August 14th is attached to this item. The issues raised by the County's invite included:

- 1) Diversion practices and the impacts on recreational activities to the bodies of water (I.E. Grant Lake);
- 2) The Grant Lake spillway modification project and its progress;
- 3) The rate of flow increases and decreases on the upper Owens River in Mono County;
- 4) The Rush Creek Management Plan review and the opportunity for comments as well as drought management practices;
- 5) DWP plans to manage the flow into Crowley Lake as well as how low Crowley Lake will be lowered this year;
- 6) Efforts to enact the Habitat Conservation Plan for the Mono Basin.

Discussion: Mono County appreciates the staff of DWP coming to present given the ongoing drought. This presentation will address the issues raised by the County's letter of July 7th as well as other issues DWP would like to present.

Fiscal Impact: There should be no fiscal impact from receiving a presentation from DWP staff.

Contact Information: Jim Leddy, (760) 932-5414, jleddy@mono.ca.gov

Los Angeles  Department of Water & Power

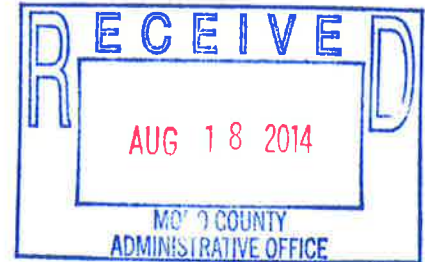
ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

August 14, 2014

Mono County Board of Supervisors
County of Mono, California
P.O. Box 696
Bridgeport, California 93517



Attention: Mr. Jim Leddy, Mono County Administrative Officer

Dear Mr. Leddy:

Subject: Response to Mono County's Request for the Los Angeles Department of Water and Power (LADWP) to give a Presentation

Thank you for your letter of July 11, 2014 (copy enclosed) with the invitation for LADWP to present an update to the Mono County Board of Supervisors (Board) on Mono County water issues of mutual interest to both agencies during the current extreme drought.

Discussions a few days ago between you and Mr. Peter Westdal of my staff identified an acceptable date of October 21, 2014, at 2:00 p.m. to make this presentation at the Board meeting in Mammoth Lakes. We look forward to meeting with you and the Board members. Please confirm this date, time, and place with Mr. Westdal at (213) 367- 4028.

Sincerely,

James G. Yannotta
Manager of Aqueduct

Enclosure

c w/enc: Ms. Marcie L. Edwards
Mr. Peter Tonthat
Mr. Peter Westdal

Los Angeles Aqueduct Centennial Celebrating 100 Years of Water 1913-2013

Bishop, California mailing address: 300 Mandich Street • Bishop, CA 93514-3449 • Telephone: (760) 873-0208 • Fax: (760) 873-0266
111 North Hope Street, Los Angeles, CA 90012-2607 Mailing address: Box 51111, Los Angeles, CA 90051-5700
Telephone: (213) 367-4211 www.LADWP.com



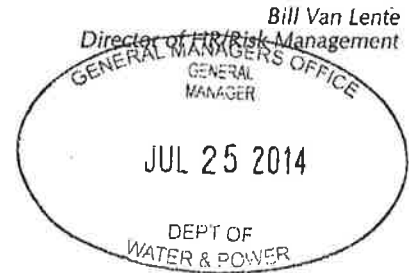
COUNTY OF MONO

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

Jim Leddy
County Administrative Officer

July 11, 2014

Marcie Edwards
General Manager
Los Angeles Department of Water and Power
Box 51111
Los Angeles, CA 90051-5700



RE: Request for Department of Water and Power presentation in Mono County

Dear General Manager Edwards:

On June 3rd, the Mono County Board of Supervisors received the May 14th letter from Los Angeles Water and Power (LADWP) to the State Water Resources Control Board regarding compliance with the Mono Basin water Right License No. 10191 and 10192. The County appreciated the information and realizes the notification was a strong reminder of the challenging water times our region is currently going through. Given the ongoing extreme drought conditions, we are extending an invitation to DWP staff present an update to Mono County Board of Supervisors on water issues which are of mutual interest to both agencies.

In reviewing the May 14th letter, a number of issues of interest to our Board and community were raised. They included:

- 1) Diversion practices and the impacts on recreational activities to the bodies of water (I.E. Grant Lake);
- 2) The Grant Lake spillway modification project and its progress;
- 3) The rate of flow increases and decreases on the upper Owens River in Mono County;
- 4) The Rush Creek Management Plan review and the opportunity for comments as well as drought management practices;
- 5) DWP plans to manage the flow into Crowley Lake as well as how low Crowley Lake water level will be dropped this year;
- 6) Efforts to enact the Habitat Conservation Plan for the Mono Basin.

Given this wide range of issues, we would appreciate the opportunity to receive an update on these and other regional water issues at your staffs convenience.

The Mono County Board of Supervisors meets the first three Tuesdays of each month with the first and second being in Bridgeport and the third in Mammoth Lakes starting at 9:00am. The Board meeting agenda can accommodate a presentation in the morning or afternoon as your staff schedules allow.

Sincerely,


Jim Leddy,
Mono County Administrative Officer

CC: James Yannotta, Aqueduct Manager
Los Angeles Department of Water and Power (LADWP)
300 Mandich Street
Bishop, CA 93514



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 21, 2014

Departments: Economic Development

TIME REQUIRED 40 minutes (20 minute presentation;
20 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

John Urdi, Executive Director,
Mammoth Lakes Tourism

SUBJECT Air Service Presentation

AGENDA DESCRIPTION:

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

Presentation by John Urdi, Executive Director, Mammoth Lakes Tourism, regarding commercial air service to Mammoth Yosemite Airport.

RECOMMENDED ACTION:

Receive presentation. Provide direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Air Service Staff Cover memo](#)
- [Cost Sharing Agreement - MLT 2013](#)
- [MLT-MMSA Agreement, 2013](#)
- [MMSA-Alaska Agreement, 2013](#)
- [Backup for MLT Invoice, 2013](#)

[Staff Report](#)

History

Time	Who	Approval
10/15/2014 9:28 AM	County Administrative Office	Yes
10/15/2014 8:58 AM	County Counsel	Yes
10/15/2014 9:15 AM	Finance	Yes



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

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

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

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

STAFF REPORT

SUBJECT: Air Service Presentation by John Urdi, Executive Director, Mammoth Lakes Tourism.

RECOMMENDATION: Receive presentation; provide any direction to staff.

BACKGROUND: On September 16, 2014, at the Board of Supervisors' regular meeting in Mammoth Lakes, a request was made of staff during the budget discussion to invite John Urdi to provide the Board with information regarding the spring/summer/fall air service program. Questions were also raised regarding the history of Mono County's contribution, details of the contract, relevant back-up information, and payment terms. The 2013 contract between Mono County and Mammoth Lakes Tourism is attached to the packet, along with all supporting documents. *Please note: The invoice for 2013 Summer Air Service contribution was paid by the county on April 8, 2014.*

DISCUSSION: Per the request of the Board at the September 16, 2014 regular meeting, John Urdi, Executive Director of Mammoth Lakes Tourism will be in attendance to present information and research regarding Summer Air Service, and to answer questions.

FISCAL IMPACT: None at this time. (On September 16, 2014, the Board approved an expenditure of \$50,000 with a 3-2 vote to help support the 2014 Summer Air Service program.)

**SUMMER-FALL 2013 COMMERCIAL AIR SERVICE
COST SHARING AGREEMENT**

THIS AGREEMENT is made and entered into this 15th day of September, 2013, by and between the COUNTY OF MONO, a Political Subdivision of the State of California (the "County"), and MAMMOTH LAKES TOURISM ("MLT"), a 501(c)(6) non-profit Destination Management Organization, with its principal place of business in the Town of Mammoth Lakes, County of Mono, State of California.

RECITALS

A. The County and MLT both recognize the importance of the availability of commercial air service to the economic well-being of Mono County, its citizens, and its visitors.

B. The County and MLT have a joint interest in establishing, expanding, and maintaining commercial air service to the Mammoth Yosemite Airport ("MMH") under mutually acceptable conditions.

C. Mammoth Mountain Ski Area, LLC, ("MMSA") entered into an agreement with Alaska Airlines (the "Alaska Airlines Agreement") pursuant to which Alaska Airlines provided commercial air service between MMH and LAX for the 2013 summer and fall seasons, with regularly scheduled flights from April 14, 2013 through November 11, 2013. Pursuant to the Alaska Airlines Agreement, MMSA agreed to guarantee to Alaska Airline its Minimum Revenue Threshold ("MRT") as defined by that agreement. That agreement is attached hereto as Attachment A.

D. MMSA and Mammoth Lakes Tourism ("MLT") entered into a related agreement whereby MLT agreed to share some of the cost of the Alaska Airlines Agreement (the "MLT-MMSA Cost Sharing Agreement"). That agreement is attached hereto as Attachment B.

E. The County agrees to retroactively participate as a minority partner in the MLT-MMSA Cost Sharing Agreement to support summer and fall air service by providing a finite dollar amount toward the summer and fall 2013 air service MRT pursuant to the terms and provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Cost Sharing. In furtherance of the desire of the parties to support daily summer and fall air service in 2013, the County agrees to participate in the MLT-MMSA Cost Sharing Agreement by contributing a maximum of \$50,000 to MLT. Said contribution shall only be made last, and only after any other individual, agency, or entity has contributed money or services toward Alaska Airlines' MRT as required by

the Alaska Airlines Agreement. Said contribution shall not supplant any other funds credited toward Alaska Airlines' MRT, including revenues generated by the service provided by Alaska Airlines.

To the extent Alaska Airlines meets its MRT with less than Mono County's \$50,000 contribution, made pursuant to the priority limitation set forth immediately above, MLT shall reimburse to Mono County any dollar contribution made that was not needed for Alaska Airlines to meet its MRT requirements set forth in the Alaska Airlines Agreement.

2. Cooperative Marketing. MLT agrees to include Mono County messaging and logo, where possible, in all marketing initiatives that pertain to Air Service summer-fall service. MLT agrees to include Mono County messaging, logo, and promotion of county attractions, events and recreational opportunities, where possible, through special event marketing, tradeshow, brochures, public relations efforts, VisitMammoth.com website, social media, and cooperative advertising efforts.

3. Research Data & Reports. MLT agrees to provide research results from on-site airport surveys and to provide 2013 summer-fall enplanement statistics and reports to the Mono County Board of Supervisors when available.

4. Invoicing and County Payments. Upon execution of this Agreement, MLT shall forward an invoice and supporting documentation to the County for review, approval and payment by the County for the amount of \$50,000. Thereafter, the County shall pay MLT within thirty (30) days only that amount required for Alaska Airline to meet its MRT pursuant to the Alaska Airlines Agreement.

5. No Set Off by the County. The County shall make all payments due MLT pursuant to this Agreement without deduction or offset, and the County waives any right of offset it now has or may have against MLT and its successors and assigns with respect to the County's cost sharing and payment obligations in this Agreement.

6. No Agency, Joint Venture, or Partnership. This Agreement shall in no way be construed to create, and shall not be deemed to have created, any relationship of employer/employee, principal/agent, partnership, joint venture, or otherwise. Neither party shall have any authority, whether express or implied, to bind the other to any contractual or other third party relationship or liability, except as is expressly set forth in this Agreement.

7. Defense and Hold Harmless. The County shall, at its sole cost and expense, in good faith, defend and hold MLT, its agents, employees, principals, officers, directors, subsidiaries, affiliates, and representatives, financially free and harmless from any and all actions, causes of action, or any legal proceeding which may be asserted by any person or entity challenging the validity or enforceability of this Agreement or any portion hereof, with respect to the County participating in and being a party to this Agreement.

MLT shall, at its sole cost and expense, in good faith, defend and hold the County, its agents, employees, principals, officers, directors, subsidiaries, affiliates, and representatives, financially free and harmless from any and all actions, causes of action, or any legal proceeding which may be asserted by any person or entity challenging the validity or enforceability of this Agreement or any portion hereof, with respect to MLT participating in and being a party to this Agreement.

8. County Representations and Warranties. The County hereby represents and warrants to MLT each of the following:

8.1. The County has obtained all necessary authority, approvals, and consents, and has prepared all necessary resolutions for the County to be a party to and participate in this transaction, including the making of and entering into of this Agreement and the authority of the signatory officers hereto.

8.2. This Agreement constitutes a valid and binding agreement enforceable in accordance with its terms and represents a valid County payment obligation for the amounts and in the manner those amounts are to be paid as set forth therein.

8.3. The entering into and performance of this Agreement will not violate any judgment, order, law, or regulation applicable to the County, or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the County, or pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the County is a party, or by which it or its assets may be bound.

8.4. There are no actions, suits, or proceedings pending or to the knowledge of the County, threatened against or affecting the County in any court or before any governmental commission, board, or authority which, if adversely determined, will have a materially adverse effect on the ability to perform its obligations under this Agreement.

8.5. All warranties and representations of the County shall survive both the date of this Agreement and any eventual termination of this Agreement.

10. MLT Representations and Warranties. MLT hereby represents and warrants to the County each of the following:

10.1 MLT has obtained all necessary authority, approvals, and consents, and has prepared all necessary resolutions for MLT to be a party to and participate in this transaction, including the making of and entering into of this Agreement and the authority of the signatory officers hereto.

10.2. This Agreement constitutes a valid and binding agreement enforceable in accordance with its terms and represents a valid, MLT payment obligation for the amounts and in the manner those amounts are to be paid as set forth therein.

10.3. The entering into and performance of this Agreement will not violate any judgment, order, law, or regulation applicable to MLT, or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of MLT, or pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which MLT is a party, or by which it or its assets may be bound.

10.4. There are no actions, suits, or proceedings pending or to the knowledge of MLT, threatened against or affecting MLT in any court or before any governmental commission, board, or authority which, if adversely determined, will have a materially adverse effect on the ability to perform its obligations under this Agreement.

10.5. All warranties and representations of MLT shall survive both the date of this Agreement and any eventual termination of this Agreement.

11. Entire Agreement. It is intended by the parties that this Agreement be the final expression of the intentions and agreements of the parties related to the subject matter of this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or in writing, between the parties hereto as may be related to the subject matter of this Agreement, and contains all of the covenants and agreements between the parties pertaining to the subject matter of this Agreement. No other agreements, representations, inducements, or promises, not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged.

12. Time of the Essence. Time is of the essence in this Agreement.

13. Other Necessary Acts. The County and MLT shall do all acts and shall execute and deliver to the other party all further instruments and documents as may be reasonably necessary to carry out the purposes of this Agreement.

14. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded, and this agreement shall continue in effect. However, if such provision is not severable from the balance of this Agreement so that mutually dependent rights and obligations of the parties remain materially unaffected, this Agreement shall become void. In no event shall such an event result in terminating or discharging the obligations of the County to repay MLT for the cost sharing obligations set forth herein.

15. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

17. Notices. Any notices, demands, or other communications to be given by either party to the other shall be in writing and shall be transmitted either by (1) personal delivery, (2) mail, registered or certified, postage prepaid with return receipt requested,

(3) by an overnight delivery service (e.g., Federal Express), or (4) by facsimile transmission with a confirmation copy by regular mail, first class postage prepaid. Overnight delivery or mailed notices shall be addressed to the parties at the addresses listed below. Facsimile notices shall be transmitted to the telephone numbers listed below. Each party may change that address and facsimile telephone number by giving written notice in accordance with this paragraph. In the event of any mailing, notice shall be deemed given on the 3rd day after deposit. The addresses and facsimile telephone numbers of the parties are as follows:

Mammoth Lake Tourism
Attn: John Urdi, Executive Director
2520 Main Street
P.O Box 48
Mammoth Lakes CA 93546
Fax No. 760-934-6501

County of Mono
Attn: Jim Leddy, CAO
74 N. School Street
P.O. Box 696
Bridgeport, CA 93517
Fax No. 760-932-5411

18. Remedies. Enforcement of any provision of this Agreement shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate any promise, covenant, or condition contained herein, either to restrain violation, compel action, or to recover damages. Any and all remedies provided by this Agreement, operation of law, or otherwise, shall be deemed to be cumulative, and the choice or implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided for herein, by operation of law, or otherwise.

19. Joint Preparation. This Agreement shall be deemed to be jointly prepared by all parties hereto. In connection therewith, the provisions of Civil Code §1654 shall not be deemed applicable in the event of any interpretation of this Agreement. The County is represented by the Mono County Counsel to advise the County in connection with the making, entering into, and execution of this Agreement. MLT reserves the right to retain legal counsel to advise it in connection with the making, entering into, and execution of this Agreement.

20. Effect of Waiver. No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction, or condition of this Agreement. The consent or approval of either party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

21. No Right to Assign Agreement. Due to the uniqueness of subject matter of this Agreement, neither party shall have the right to assign, sublet, delegate, or otherwise convey its rights and obligations pursuant to this Agreement. Any attempt to so assign by either party shall be deemed null and void and shall entitle the other party to declare a breach or default.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, and they shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, this agreement has been executed as of day and year first above written.

County of Mono

Mammoth Lakes Tourism

By: _____
Jim Leddy, CAO

By: _____
John Urdi, Executive Director

Approved as to form:

By: _____
County Counsel

SUMMER-FALL COMMERCIAL AIR SERVICE COST SHARING AGREEMENT

This COST SHARING AGREEMENT (the "Agreement") is made effective this 27 day August, 2013, by and between MAMMOTH MOUNTAIN SKI AREA, LLC, a Delaware limited liability company (hereinafter referred to as "MMSA"), and MAMMOTH LAKES TOURISM, a California non-profit corporation (hereinafter referred to as "MLT").

I. Recitals.

- I.1. MLT is the Direct Marketing Organization formed to promote the development and marketing of the Town of Mammoth Lakes, a California Municipal Corporation and a general law city (the "Town") as a travel destination. A core aspect of MLT's mission is to promote the economic well being of the Mammoth Lakes community through the development and execution of well-planned tourism sales and marketing strategies. MLT recognizes that the availability of commercial air service to the community directly serves MLT's mission.
- I.2. MMSA owns and operates a world class four season resort in the community. MMSA recognizes that the availability of commercial air service is vital to MMSA's private business interests as well as to the interests of the community as a whole.
- I.3. MLT and MMSA have a joint interest in establishing, maintaining, and expanding commercial air service to the Mammoth Yosemite Airport ("MMH") under mutually acceptable conditions.
- I.4. In 2008, MMSA began a concerted effort to foster the growth of commercial air service to the community by, among other things, guaranteeing the minimum revenues of the air lines servicing MMH during the winter snow sports season.
- I.5. From time to time MMSA has guaranteed that airlines providing commercial air services to MMH will receive a minimum level of revenue (the "minimum revenue guarantee"). Services have been provided by Horizon Air Industries, Inc. ("Horizon"), United Airlines, Inc. ("UAL"), and Alaska Airlines, Inc. ("Alaska"). MMSA's minimum revenue guarantees to airlines for the years 2010 through 2013 were and are: \$728,905, \$1,331,624, \$3,670,411, and \$2,368,173.
- I.6. From time to time, the Town, MLT, and Mono County have assumed a portion or the entire amount of the minimum revenue guarantee for Summer and Fall air service. In total, the Town has assumed \$572,974, MLT has assumed \$563,073, and Mono County has assumed \$130,000. All of these assumed guarantees have occurred with respect to Summer and Fall air service, on the

basis that local economies benefit much more significantly from the availability of air service during these periods than does MMSA.

- 1.7. In its role as the Destination Marketing Organization for the Town, MLT commits to assume the entire cost of the minimum revenue guarantee for Summer and Fall 2013, pursuant to the terms and conditions set forth in this Agreement.
- 1.8. Based on MLT's commitment to MMSA, MMSA entered into an "Air Service Agreement" with Alaska, whereby MMSA committed to provide, among other things, a minimum revenue guarantee for the Summer and Fall 2013 season, a letter of credit, and insurance. A copy of the Air Service Agreement is attached hereto as Exhibit "A."
2. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated as substantive provisions of this Agreement.
3. MMSA Representations and Warranties. MMSA hereby represents and warrants to MLT each of the following:
 - 3.1. MMSA is not prevented from entering into this Agreement or complying with its commitments hereunder by its limited liability company agreement, or by any statute, regulation or order of any governmental authority;
 - 3.2. MMSA is not prevented from entering into this Agreement or complying with its commitments hereunder by any statute, regulation, order of or agreement with, governmental or quasi-governmental authority or by any license, debt instrument, mortgage, lease, contract or other agreement or instrument binding it or any of its property;
 - 3.3. MMSA is duly authorized to enter into this Agreement and has taken all necessary corporate action to obtain such authorization and that no consent of, or notice to, any other individual, public or private entity, or governmental authority is required in connection with the execution, delivery, and performance of this Agreement;
 - 3.4. This Agreement constitutes a legal, valid and binding agreement, enforceable by MLT against MMSA in accordance with its terms; and
 - 3.5. The party executing this Agreement on behalf of MMSA has full right, power and authority to execute this Agreement and to bind MMSA to the terms hereof.
4. MLT Representations and Warranties.
 - 4.1. MLT is not prevented from entering into this Agreement or complying with its commitments hereunder by its limited liability company agreement, or by any statute, regulation or order of any governmental authority;

- 4.2. MLT is not prevented from entering into this Agreement or complying with its commitments hereunder by any statute, regulation, order of or agreement with, governmental or quasi-governmental authority or by any license, debt instrument, mortgage, lease, contract or other agreement or instrument binding it or any of its property;
- 4.3. MLT is duly authorized to enter into this Agreement and has taken all necessary corporate action to obtain such authorization and that no consent of, or notice to, any other individual, public or private entity, or governmental authority is required in connection with the execution, delivery, and performance of this Agreement;
- 4.4. This Agreement constitutes a legal, valid and binding agreement, enforceable by MMSA against MLT in accordance with its terms; and
- 4.5. The party executing this Agreement on behalf of MLT has full right, power and authority to execute this Agreement and to bind MLT to the terms hereof.
5. Cost Sharing. MMSA and MLT agree to share the financial obligation due and owing to Alaska in connection with the Air Service Agreement as follows:
 - 5.1. MLT shall pay the minimum revenue guarantee, as more specifically defined in the Sections 2 and 3 of the Air Service Agreement, but in no event in an amount greater than One Million Five Hundred and Ten Thousand Dollars and No Cents (\$1,510,000.00);
 - 5.2. MMSA shall provide the required letter of credit (as set forth in Section 4 of the Air Service Agreement), and shall provide the required insurance (as set forth in Section 11(ii) of the Air Service Agreement).
6. Potential Contribution by Mono County. The parties contemplate that Mono County, acting by and through its Board of Supervisors, may elect to share the financial obligation due and owing to Alaska in connection with guaranteeing the minimum revenue for Alaska's Season B air service to MMH for calendar year 2013. In the event Mono County in fact does so, any contribution by Mono County shall be allocated to reduce the obligations owed by MLT.
7. Invoicing and MLT Payments.
 - 7.1. Pursuant to MMSA's agreement with Alaska, Alaska will invoice MMSA for any fees due pursuant to the Air Service Agreement within twenty (20) days of the end of the Season B contract period, which is November 30, 2013.
 - 7.2. Also pursuant to MMSA's agreement with Alaska, MMSA is provided an opportunity to review the invoice and determine whether it is correct. If MMSA believes there are errors or irregularities in Alaska's calculation, MMSA is entitled to dispute Alaska's calculation of the minimum revenue guarantee

then due and owing, and may review Alaska's business records to ensure that a correct calculation is reached.

- 7.3. Within five (5) days of the receipt of the invoice from Alaska, MMSA shall provide a copy of the invoice to MLT, and MMSA and MLT shall jointly review the invoice, determine whether it is correct, and if so accept it for payment. If it is incorrect, MLT and MMSA shall alert Alaska, and shall proceed through the dispute process until the invoice is in sufficient condition to accept for payment, at which time MMSA shall advance the payment to Alaska on MLT's behalf.
- 7.4. Within thirty (30) days of the party's determination that the invoice is accepted for payment, as set forth in Section 7.3 above, MLT shall pay the invoiced amount to MMSA.
8. No Set Off by MLT. MLT shall make all payments due MMSA pursuant to this Agreement without deduction or offset, and MLT waives any right of offset it now has or may have against MMSA and its successors and assigns with respect to MLT's cost sharing and payment obligations in this Agreement.
9. No Agency, Joint Venture or Partnership. This Agreement shall in no way be construed to create, and shall not be deemed to have created, any relationship of employer/employee, master/servant, principal/agent, partnership, joint venture, or otherwise. Neither party shall have authority, whether express or implied, to bind the other to any contractual or other third party relationship, obligation, or liability.
10. Indemnification. Each party shall indemnify and hold harmless the other party, and its officers, directors, employees and agents from all liabilities, damages, losses, claims, suits, judgments, costs and expenses, including reasonable attorneys' fees, directly or indirectly incurred by the other party from claims by third parties as the result of or arising out of or in connection with its respective products or services supplied in connection with this Agreement, to the extent allowed by law.
11. Entire Agreement. This Agreement is intended by the parties to be the final expression of the intentions and agreements of the parties related to the subject matter of this Agreement. This Agreement supersedes any prior agreements, whether oral or written. Any modifications to this Agreement shall be of no force or effect unless made in writing and signed by the party or parties to be charged.
12. Severability. In the event any term or provision of this Agreement is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of this Agreement shall remain in full force and effect.
13. Governing Law. The terms and provisions of this Agreement shall be interpreted and governed pursuant to the laws of the State of California.

14. Attorney's Fees. In the event any action at law or in equity is initiated to enforce or interpret the terms of this Agreement, or arises out of or pertains to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party is entitled.
15. Notices. Any notice or other written communication required or permitted to be given hereunder shall be deemed to be given when hand delivered, when sent by facsimile with confirmation of transmission, one (1) business day after pickup by UPS, Federal Express, or similar overnight express service or via electronic mail, in all cases addressed to the parties at their respective addresses referenced below for delivery the next business morning:

Mammoth Mountain Ski Area, LLC
Attention: Erik Forsell, Chief Marketing Officer
PO Box 24
Mammoth Lakes, CA 93546
Fax: (760) 934-0603

Mammoth Lakes Tourism
Attention: John Urdi, Executive Director
PO Box 48
Mammoth Lakes, CA 93546
Telephone: (760) 934-2712 x1259
Fax: (760) 934-2712 x1259

16. Remedies. The remedies specified in this Agreement shall be in addition to, and not exclusive of, any other remedies available to a party at law or in equity.
17. Joint Preparation. This Agreement shall be deemed to be jointly prepared by all parties hereto. In connection therewith, the provisions of Civil Code section 1654 shall not be deemed applicable in the event of any interpretation of this Agreement.
18. Effect of Waiver. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
19. No Right to Assign Agreement. Neither party shall assign, transfer or sell all or any part of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the other party.

20. Counterparts. This Agreement may be executed in one or more counterparts. All counterparts shall be valid and binding on the party executing them and shall, when taken together, constitute one and the same document for all purposes. MMSA and MLT each hereby agrees to execute, acknowledge and deliver any and all further instruments and other documents as the other may reasonably determine to be necessary or desirable for the achievement or furtherance of the purposes, terms and/or conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year written above.

MAMMOTH MOUNTAIN SKI AREA, LLC.

By: _____
Erik Forsell, Chief Marketing Officer

Date: _____

MAMMOTH LAKES TOURISM

By:  _____
John Jardi, Executive Director

Brad
Chair

Date: 8/27/13
8/27/13

12. Severability. In the event any term or provision of this Agreement is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of this Agreement shall remain in full force and effect.
13. Governing Law. The terms and provisions of this Agreement shall be interpreted and governed pursuant to the laws of the State of California.
14. Attorney's Fees. In the event any action at law or in equity is initiated to enforce or interpret the terms of this Agreement, or arises out of or pertains to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party is entitled.
15. Notices. Any notice or other written communication required or permitted to be given hereunder shall be deemed to be given when hand delivered, when sent by facsimile with confirmation of transmission, one (1) business day after pickup by UPS, Federal Express, or similar overnight express service or via electronic mail, in all cases addressed to the parties at their respective addresses referenced below for delivery the next business morning:

Mammoth Mountain Ski Area, LLC
Attention: Erik Forsell, Chief Marketing Officer
PO Box 24
Mammoth Lakes, CA 93546
Fax: (760) 934-0603

Mammoth Lakes Tourism
Attention: John Urdi, Executive Director
PO Box 48
Mammoth Lakes, CA 93546
Telephone: (760) 934-2712 x1259
Fax: (760) 934-2712 x1259

16. Remedies. The remedies specified in this Agreement shall be in addition to, and not exclusive of, any other remedies available to a party at law or in equity.
17. Joint Preparation. This Agreement shall be deemed to be jointly prepared by all parties hereto. In connection therewith, the provisions of Civil Code section 1654 shall not be deemed applicable in the event of any interpretation of this Agreement.
18. Effect of Waiver. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party

MAMMOTH-LOS ANGELES
AIR SERVICE AGREEMENT
(SEASON B 2013)

THIS AIR SERVICE AGREEMENT (this "Agreement") made and entered into as of April 5, 2013 (the "Effective Date") by and between Alaska Airlines, Inc., an Alaska Corporation ("Alaska"); and Mammoth Mountain Ski Area, a Delaware limited liability company ("Mammoth Mountain").

WITNESSETH

WHEREAS, Mammoth Mountain is a four season resort in the State of California, and

WHEREAS, Alaska is a major airline serving the United States, Canada, and Mexico; and

WHEREAS, Alaska is willing to provide scheduled air service between Mammoth Lakes/Yosemite, California (MMH) and Los Angeles, California (LAX), on the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Scheduled Service.** Alaska shall provide scheduled air service (operated by Horizon Air) on the routes and schedules and during the "Service Periods" specified in Exhibit A, as may be amended from time to time, using Bombardier Q400 (76 seat) or similar equipment (each flight with MMH as its origin or destination on a single day is hereinafter referred to as a "Scheduled Flight" and all such flights are hereinafter referred to collectively as "Scheduled Flights").

Flight schedules to/from MMH will be set in Alaska's sole discretion, based upon aircraft, staff, crew, and gate availability and weather and season changes and other operational factors. Alaska will publish its MMH flight schedules in advance in accordance with its standard practices.

2. **Revenue Guarantee.** Mammoth Mountain hereby guarantees to compensate Alaska up to the Guarantee Cap (as defined on Exhibit A) if Alaska does not realize at least a certain level of revenue (the "Minimum Revenue Threshold") for operating the Scheduled Flights during the "Service Periods". For purposes of this Agreement, "Revenue" is defined as the actual passenger revenue Alaska receives for a Scheduled Flight, including revenue from frequent flier program award tickets and ancillary revenues derived from baggage fees and on-board food and beverage sales.

3. **Payment of Revenue Guarantee.** At the conclusion of "Service Period E," if Alaska's aggregate Revenues (*i.e.*, Revenue per Scheduled Flight multiplied by the number of Scheduled Flights operated by Alaska during the Service Period) are less than (i) the Minimum Revenue Threshold shown on Exhibit A multiplied by the number of Scheduled Flights during the respective Service Period or (ii) Alaska's actual costs of operating the Scheduled Flights during the Service Period, plus 10% in "Service Period A" or "Service Period C" or "Service Period E," or plus 20% in "Service Period B" or "Service Period D," whichever is less, then Mammoth Mountain shall remit the amount of the shortfall (the "Guarantee Amount") up to the Guarantee Cap (specified on Exhibit A) to Alaska within fifteen (15) days of receipt

of Alaska's invoice. Said invoice shall be provided by Alaska no later than twenty (20) days after the end of "Service Period E". In the event that this Agreement is terminated before the conclusion of "Service Period E" under Section 3, Alaska will calculate the Guarantee Amount due, if any, on a pro rated basis taking into account the number of Scheduled Flights operated by Alaska from the Effective Date up to and including the termination date.

Alaska's calculation of the Guarantee Amount due under this section shall be binding and conclusive, provided that Mammoth Mountain shall have the right, upon reasonable notice, to examine the business records of Alaska relating to such calculation, and to dispute the amount within thirty (30) days if this examination reveals errors or irregularities in Alaska's accounting practices. Such right to examine Alaska's records and dispute the amount payable shall be waived if not exercised within thirty (30) days or if payment is actually submitted in the amount claimed by Alaska.

4. **Letter of Credit.** At least thirty (30) days before the commencement of "Service Period A," Mammoth Mountain shall deliver to Alaska, and shall maintain in effect until the Expiration Date (as defined in Section 6), an irrevocable Letter of Credit in the amount of three hundred ninety thousand dollars (\$390,000).

5. **Operational Responsibility.** Except for the obligation to pay Alaska the Guarantee Amount, Mammoth Mountain and all affiliated entities hereby disclaim any and all liability to passengers or other third parties associated with the Scheduled Flights. Alaska bears sole responsibility for the operation of the Scheduled Flights, including the decision whether or not to operate a Scheduled Flight, and any liability resulting therefrom.

6. **Expiration.** This Agreement shall expire on the "Expiration Date," which shall mean:

- (i) if Alaska achieves the Minimum Revenue Threshold during any of the Service Periods (or, in the case of early termination under Section 3, the prorated Service Period), at the conclusion of the Service Period (or prorated Service Period);
- (ii) if Alaska does not achieve the Minimum Revenue Threshold during the Service Period (or, in the case of early termination under Section 3, the prorated Service Period), the date on which Mammoth Mountain has paid and Alaska has received the Guarantee Amount.

7. **Non-Disclosure.** The parties agree to preserve as confidential the terms of this Agreement except for such disclosures that are required in connection with the party's performance of this Agreement or by law.

8. **Assignment.** This Agreement and the rights and obligations created hereunder shall not be assigned by any party without the prior written consent of the other parties.

9. **Best Efforts in Promotional Activities.** The parties agree that they will use their best efforts, at their own expense, to promote the Scheduled Flights in such a way as to maximize the public awareness of the availability of the Scheduled Flights.

10. **Governing Law.** This Agreement shall at all times be subject to federal, state, and local laws and to all applicable rules and regulations of any governmental agencies or other entity with oversight authority. No party shall be liable to any other party if it is prevented from fulfilling its obligation under this Agreement by reason of any such law, rule or regulation. This Agreement shall, in all respects, and unless otherwise provided for herein, be governed by and construed in accordance with the laws of the State of Washington. The parties agree that any dispute resolution will be resolved solely in the federal court of the Western District of Washington or other venue as the parties may both agree.

11. **Insurance.**

(i) **Alaska.** At all times during the term of this Agreement, Alaska shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least \$250,000,000 USD for personal injury (including without limitation bodily injury and death) and property damage, including a waiver of subrogation in favor of Mammoth Mountain. Mammoth Mountain will be provided thirty (30) days advance written notice in the event of cancellation, termination or adverse material modification of the required insurance coverages contained herein, and shall name Mammoth Mountain, its officers, directors, employees and agents hereunder as additional insureds;

(ii) **Mammoth Mountain.** At all times during the term of this Agreement, Mammoth Mountain shall carry and maintain, at its sole cost and expense, commercial general liability insurance in an amount not less than \$10,000,000 USD covering all liability arising out of any bodily injury (including death of any person) and property damage including a waiver of subrogation in favor of Alaska. Alaska will be provided thirty (30) days advance written notice in the event of cancellation, termination or adverse material modification of the required insurance coverages contained herein, and shall name Alaska, its officers, directors, employees and agents hereunder as additional insureds .

12. **Indemnification.** Alaska and Mammoth Mountain will each indemnify, defend and hold harmless the other party and their respective officers, directors, employees, agents and representatives from and against any and all third party claims or causes of actions arising out of, under or in connection with (i) bodily or other personal injury to, or death of, any person, or (ii) damage to or destruction of any tangible property, in each case resulting from, or arising out of, under or in connection with the negligence or willful misconduct of the indemnitor.

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by writing signed by the party(ies) against which enforcement of the modification or amendment is sought.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused their undersigned, duly authorized representatives to execute this Agreement as of the Effective Date.

ALASKA AIRLINES, INC

By: 
Clint Ostler
Manager, Marketing and Sponsorships

MAMMOTH MOUNTAIN SKI AREA

By: 
Howard E. Pickett
Chief Marketing Officer

EXHIBIT A
(SEASON B 2013)

Scheduled Service between:
LAX – Mammoth/Yosemite, California (MMH)

Service Period:

“Service Period A”: April 15, 2013 – May 31, 2013
“Service Period B”: June 1, 2013 – August 31, 2013
“Service Period C”: September 1, 2013 – September 30, 2013
“Service Period D”: October 1, 2013 – November 11, 2013
“Service Period E”: November 12, 2013 – November 30, 2013

Frequency (Round-trips/day):

“Service Period A,B,C,E”: 1 – Daily
“Service Period D”: 4 – Weekly (Monday, Thursday, Friday, Sunday)

Minimum Revenue Threshold for flights during each Service Period:

“Service Period A,C,E”: Max \$6,661 per scheduled flight or lower based on actual performance.
“Service Period B,D”: Max \$7,437 per scheduled flight or lower based on actual performance.

Total Max Minimum Revenue Threshold: \$2,994,655 (or lower based on actual performance).

Maximum Guarantee Amount payable by Mammoth Mountain if Alaska does not reach Minimum Revenue Threshold (“Guarantee Cap”):

\$1,510,000

TO INSURE PROPER CREDIT, PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE



INVOICE

P.O. BOX 749877
 LOS ANGELES, CA 90074-8877
 ONLINE @ WWW.ALASKAAIR.COM

CATHY.FREEBERG@ALASKAAIR.COM

FAX: (206) 392-7719

PHONE: (206) 392-7628

MAIL ALL QUESTIONS TO THE ADDRESS BELOW
 ATTACH AWB & INVOICE COPY WITH INQUIRIES

TERMS: NET 30 DAYS

FEDERAL ID #: 920009235

MAMMOTH MOUNTAIN SKI AREA LLC
 ATTN ERIK FORSELL
 MARKETING DEPT
 1001 MINARET RD
 MAMMOTH LAKES CA 93546

ACCOUNT NUMBER
 2788-699242-4

PAGE
 1

DATE
 01/07/2014

INVOICE NO.
 3226449

DATE	DESCRIPTION	AMOUNT	REFERENCE
MO DAY YR			
11/30/13	LOC OF SALE SEA MAMMOTH REVENUE GUARANTEE LAX 4/15-11/30/13 PER INVOICE SUPPORT 9660103 NUMBER OF DOCS. 4	854,114.00	
	TOTAL	854,114.00	103226449

ONLY MAIL CORRESPONDENCE TO: M/C SEAAC, P.O. BOX 68900, SEATTLE, WA 98168

MAMMOTHYOSEMITE SERVICE

2012-2013 Season B

April 15, 2013 - November 30, 2013

Revenue & Operational Statistics	Apr-13		May-13		Jun-13		Jul-13		Aug-13		Sep-13		Oct-13		Nov-13		Season To Date			
	32	62	52	62	60	62	62	58	58	60	58	58	32	34	12	36	12	34	422	
Actual Ops	30	58	4	6	2	6	6	6	4	4	2	2	2	2	0	4	0	4	396	
Cas	2	4	4	6	2	6	6	6	4	4	2	2	2	2	0	4	0	4	422	
Total Revenue	\$148,723	\$228,942	\$229,103	\$246,304	\$229,103	\$246,304	\$246,304	\$246,304	\$246,304	\$246,304	\$246,304	\$246,304	\$246,304	\$246,304	\$246,304	\$246,304	\$246,304	\$246,304	\$1,630,899	
Total Passengers	1,486	2,359	2,365	2,656	2,365	2,656	2,656	2,656	2,656	2,656	2,656	2,656	2,656	2,656	2,656	2,656	2,656	2,656	17,077	
Load Factor	66.6%	52.3%	55.4%	62.4%	55.4%	62.4%	62.4%	62.4%	62.4%	62.4%	62.4%	62.4%	62.4%	62.4%	62.4%	62.4%	62.4%	62.4%	51.3%	
Avg Fare	\$87	\$84	\$85	\$81	\$85	\$81	\$81	\$81	\$81	\$81	\$81	\$81	\$81	\$81	\$81	\$81	\$81	\$81	\$85	
Actual Cost/Trip	\$5,690	\$5,381	\$5,332	\$5,416	\$5,332	\$5,416	\$5,416	\$5,416	\$5,416	\$5,416	\$5,416	\$5,416	\$5,416	\$5,416	\$5,416	\$5,416	\$5,416	\$5,416	\$4,938	
Mark-up	10%	10%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	10%	
Adjusted Cost/Trip	\$6,259	\$5,919	\$6,399	\$6,489	\$6,399	\$6,489	\$6,489	\$6,489	\$6,489	\$6,489	\$6,489	\$6,489	\$6,489	\$6,489	\$6,489	\$6,489	\$6,489	\$6,489	\$5,432	
Cap Cost/Trip*	\$6,661	\$6,661	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$7,437	\$6,661	
Actual Cost	\$187,762	\$345,281	\$371,086.80	\$353,860.00	\$371,086.80	\$353,860.00	\$353,860.00	\$353,860.00	\$353,860.00	\$353,860.00	\$353,860.00	\$353,860.00	\$353,860.00	\$353,860.00	\$353,860.00	\$353,860.00	\$353,860.00	\$353,860.00	\$184,577.13	
Cap Cost	\$199,830	\$386,338	\$431,346	\$416,472	\$431,346	\$416,472	\$416,472	\$416,472	\$416,472	\$416,472	\$416,472	\$416,472	\$416,472	\$416,472	\$416,472	\$416,472	\$416,472	\$416,472	\$226,474	
MARG Profit/Payout	(\$39,039)	(\$114,339)	(\$141,985)	(\$117,656)	(\$141,985)	(\$117,656)	(\$117,656)	(\$117,656)	(\$117,656)	(\$117,656)	(\$117,656)	(\$117,656)	(\$117,656)	(\$117,656)	(\$117,656)	(\$117,656)	(\$117,656)	(\$117,656)	(\$117,656)	(\$52,458)
Schedule Completion	94%	94%	97%	90%	97%	90%	90%	94%	94%	94%	97%	97%	94%	94%	100%	98%	100%	98%	94%	94%

* Includes Margin
MRG payout capped at \$1,510,000