



**AGENDA
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

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

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

**Regular Meeting
January 6, 2015**

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.

9:00 AM Call meeting to Order

Pledge of Allegiance

Ceremonial Swearing in of Newly Elected Officials

Judge Eller will administer the oath of office to Assessor Barry Beck, District Attorney Tim Kendall, Sheriff-Coroner Ingrid Braun, District 1 Supervisor Larry Johnston and District 5 Supervisor Stacy Corless.

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 December 9, 2014.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on December 16, 2014.

3. RECOGNITIONS

A. Election of New 2015 Board Chair

Departments: Clerk of the Board

5 minutes

(Outgoing Board Chair) - The outgoing Board Chair will call for nominations to elect the Chair of the Board for 2015.

Recommended Action: Elect the new Chair of the Board for 2015.

Fiscal Impact: None.

B. Election of New 2015 Vice-Chair to the Board

Departments: Clerk of the Board
5 minutes

(Newly Elected Board Chair) - The newly-elected Board Chair will call for nominations to elect the Vice Chair of the Board for 2015.

Recommended Action: Elect the new Vice Chair of the Board for 2015.

Fiscal Impact: None.

C. Election of New 2015 Chair Pro-tem

Departments: Clerk of the Board
5 minutes

(Board Chair) - The newly-elected Chair will call for nominations to elect the Chair Pro-tem of the Board for 2015.

Recommended Action: Elect the new Chair Pro-tem of the board for 2015.

Fiscal Impact: None.

D. Presentation to Outgoing Chairman Johnston

Departments: Clerk of the Board
10 minutes

(Board Chair) - Presentation to Chairman Johnston by newly elected Board Chair honoring Supervisor Johnston's service to the Board in 2014.

Recommended Action: None.

Fiscal Impact: 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 - NONE

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

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Devil's Postpile National Monument

Departments: Clerk of the Board

Letter from Deanna M. Dulen, Superintendent of Devil's Postpile, requesting approval to increase campground fees to align the monument's recreation fees with NPS policy for comparable rates in nearby areas as required by FLREA.

B. Department of Transportation - Caltrans

Departments: Clerk of the Board

Letter from Bryan Winzenread of Caltrans dated December 22, 2014, regarding a request for a future agenda item recommending truck size restrictions for State Route 108.

9. REGULAR AGENDA - MORNING

A. Reappointment of Mono Basin Regional Planning Advisory Committee Members

Departments: Community Development Department

10 minutes

(Scott Burns) - Consider reappointment of six members to the Mono Basin Regional Planning Advisory Committee.

Recommended Action: Reappoint Katie Bellomo, Zane Davis, Duncan King, Chris Lizza, Ilene Mandelbaum, and Bartshe Miller to the Mono Basin Regional Planning Advisory Committee. These are two year terms that will expire on 12/31/2015.

Fiscal Impact: No Impact.

B. Pumice Valley Landfill Purchase Agreement with Los Angeles Department of Water and Power

Departments: Public Works / Solid Waste Division

20 minutes (10 minute prentation; 10 minute discussion)

(Tony Dublino) - Proposed resolution authorizing the Chairman to enter, on behalf of Mono County, a Purchase Agreement with the Los Angeles Department of Water and Power to Purchase the Pumice Valley Landfill site.

Recommended Action: Approve Resolution #r14-_____, authorizing the Chairman to enter, on behalf of Mono County, a Purchase Agreement with the Los Angeles Department of Water and Power for the purchase of the Pumice Valley Landfill, approving the CEQA Addendum and findings, authorizing the Director of Public Works to accept Title, and authorizing the Solid Waste Superintendent to sign a declaration relating to the property. Amend the 2014-15 Board Approved Solid Waste budget to decrease appropriation in Operating Transfers out by \$51,500 and increase appropriation in Land and Improvements by \$51,500 with no net effect to total expenditures (4/5ths vote required). Amend the 2014-15 Board Approved Solid Waste budget to decrease appropriation in Operating Transfers out by \$51,500 and increase appropriation in Land and Improvements by \$51,500 with no net effect to total expenditures (4/5ths vote required).

Fiscal Impact: There will be sufficient appropriation in the solid waste budget for this purchase if the recommended action is approved.

C. Mono County Board Rules of Procedures Annual Review and Adoption

Departments: CAO

15 minutes (5 minute presentation; 10 minute discussion)

(Jim Leddy) - Annual review and adoption of Board of Supervisors Rules of Procedures.

Recommended Action: Discuss Mono County Board Rules of Procedures and provide direction to staff on possible changes and/or additions. If no changes suggested, adopt Mono County Board Rules of Procedures as accurate for 2015.

Fiscal Impact: None.

D. Supervisors' Appointments to Boards, Commissions and Committees

Departments: Clerk of the Board

30 minutes (5 minute presentation; 25 minute discussion)

(Board Chair) - Mono County Supervisors serve on various boards, commissions, and committees for one-year terms that expire on December 31st. Each January, the Board of Supervisors makes appointments for the upcoming year.

Recommended Action: Appoint Supervisors to boards, commissions and committees for 2015.

Fiscal Impact: None.

E. 2015 Mono County Legislative Agenda

Departments: County Administrator's Office

30 minutes (10 minute presentation; 20 minute discussion)

(Jim Leddy) - Review of Mono County 2015 draft Legislative Platform and consideration for adoption.

Recommended Action: 1. Review proposed draft 2015 Mono County Legislative program; 2. Direct for any adjustments; 3. Adopt 2015 Mono County Legislative Platform as amended if Board concurrence; 4. Direct staff to distribute to Mono County state and federal legislators as well as schedule legislative visits.

Fiscal Impact: There is no fiscal impact from adopting a platform.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Facts and circumstances: Steve Maris claim for damages CL 14-11.

C. Closed Session - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Worker’s compensation claim of David O’Hara.

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: US v. Walker River Irrigation District, et. al.

E. 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. Schat.net.

12. REGULAR AGENDA CONTINUED

A. Claim for Damages (Maris)

Departments: County Counsel, Risk Management
5 minutes

(John-Carl Vallejo) - Claim for damages 14-11 filed by Steve Maris.

Recommended Action: Reject claim for damages and direct staff to notify claimant of action.

Fiscal Impact: None at this time.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

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 December 9, 2014.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Stacie Klemm

PHONE/EMAIL: x5408 / sklemm@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[12-9-14 Draft Mins](#)

History

Time	Who	Approval
12/31/2014 9:12 AM	Clerk of the Board	Yes



**DRAFT MEETING MINUTS
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
December 9, 2014**

Flash Drive	#1004
Minute Orders	M14-243 to M14-249
Resolutions	R14-76 to R14-77
Ordinance	Ord14-05

9:02 AM Meeting Called to Order by Chairman Johnston.

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

*Break:
Reconvene:
Adjourn:*

Pledge of Allegiance led by Byng Hunt

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

ACTION: Approve minutes of the Special Meeting held on November 21, 2014.

Fesko 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

M14-243

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- June Lake Advisory meeting was scheduled for last Tuesday, meeting was canceled due to weather. Due to cancelation he met with others at the Tiger Bar in June Lake.
- Attended incident command meeting last Friday, a lot of discussion about how the June Lake fire was handled. This meeting was well attended. Dr. Johnston spoke about the Ebola outbreak, he had a volunteer demonstrate the personal protective ensemble, protocols. It took 20 minutes to get into this ensemble and 20 minutes to get out of it. It was reported there is a 50% chance when treating Ebola the virus will be attached to the uniform. There is currently 35 people in California the 20 day quarantine required when exposed to Ebola. This was a great demonstration of what it takes to keep a virus like this under control.

Supervisor Fesko:

- Nov 5th - Met with Cathy Paskin; she's the AT&T rep for Mono County. Had a great discussion on future desires for AT&T here in Mono County.
- Nov 6th - AV RPAC; Continued discussion on OHV Combined road use; hiking trails in the area; and a future valley multi modal path system
- Nov 10th - 16th; Spent time in Charleston South Carolina. Being an Architectural major in college, I really appreciated the history of the buildings and how they continue to be improved. I'm talking homes that are 300+ years only. Truly amazing.
- Nov 18th - 21st; attended the CSAC Annual meeting in Anaheim, along with Supervisor Johnston, Supervisor-elect Stacy Corliss, CAO Jim Leddy and Clerk Recorder Bob Musil.
- Attended the CSAC Innovation Summit (Blue Counties) where the discussion was on the "Silver Tsunami" - the explosion of our elderly population which is expected to grow by 112 percent by 2020. And how this will impact all counties.
- Attended the CSAC General Session which had Dan Buellner, author of Blue Zones. His talk on living a better and a longer life was inspirational.
- Attended the "County Conversation on water". Round table discussion on how California grapples with one of the most severe droughts on record.
- County Public Information Officers' Meeting - Great session on how to connect with media to discuss today's emerging topics. This was a great add-on to a class I took earlier in the year at the CSAC Institute. The panel consisted of Pete Demetriou, KNX Radio, Nicole Shine, Orange County Register & Vikki Vargas, NBC 4 Southern California.
- CSAC General Session - Session speaker, Eric Liu, Civic leader, Author and Educator. He promotes and teaches the art of creative citizenship. Quite interesting. His book Guiding Lights: The people who lead us toward our purpose in Life.
- Session - Disaster, roles and responsibilities. Great discussion on what is the role of elected leaders and staff at the arrival of a disaster. We all must be up on Mono County's Emergency Operations Plan (EOP) - ours is dated 2012. Should this be updated as it is approaching 3 years old?
- Session - Exploring a Road User Charge: Understanding the Fundamentals. A road needs assessment from 2012 found an \$8.2 Billion annual shortfall for just the maintenance and preservation of the existing local transportation network. The traditional funding mechanism - the gas tax - is no longer a sufficient tool for charging road users their fair share. Norma Ortega, Chief Financial Officer with Caltrans and Bill Higgins, Exec Director, Calif. Assoc. of Councils of Governments.

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- CSAC Luncheon/Election of Officers - Father Greg Boyle, founder of "Homeboy Industries" spoke about his work with gang intervention, rehabilitation and re-entry program, now in its 25th year. Homeboy Industries employs and trains more than 300 former gang-members every year. They also provide critical services to the 12,000 people who walk thru the doors every year seeking a better life. He was truly inspirational to listen to, learn from and hopefully become a better person.
- At the luncheon, I was also presented with my California County Supervisor Credential. This required training over the past 1 1/2 years and me completing a minimum of 30 units of training thru the CSAC Institute.
- Also attended two additional classes by the CSAC Institute, the Art and Practice of Elected Leadership and Thinking Strategically in Trying Times (Supervisor-elect Stacy Corliss also attended these to training sessions).
- Special thanks goes out to Debra Vanderbrake. There was an issue with some paper work out of the Clerk's office and Debra went above and beyond the call of duty!
- December 1 - Attended a Northern Mono Chamber of Commerce meeting. Discussion on future projects and events by the Chamber.
- December 3 - Had an introduction meeting with Bill Van Lente who is the new "Clinic Manager" at the Toiyabe Indian Clinic in Walker. We discussed a few items important to North County and will follow up with a more detailed meeting in the future.
- December 4th - Attended the AV RPAC. Discussion continues on multi-modal trails and pathways. Discussion took place regarding rebuilt and new communication sites/towers. One new one of concern is at the Coleville housing. Planning staff is looking over the details of the project.
- December 6th - Attended the Annual Holiday dinner in Bridgeport put on by a local church. This dinner is free and is open to everyone and is their way of sharing the holiday spirit with everyone. Great time was had by all!

Supervisor Hunt:

- Last week Dec 3rd and 4th the Sierra Conservancy had a meeting in Grass Valley, due to weather he was unable to attend. The board approved a grant to help establish a bio mass facilities in Mono County, we received \$210,000. This is his last regular meeting in Bridgeport, asked the Board to be kind to his replacement. His last regular meeting will be next week in Mammoth Lakes. He thanked everyone for the opportunities.

Supervisor Johnston:

- LTC meeting working for regional transportation plan.
- Attended IMACA meeting yesterday, they are working through personnel issues. They do a lot of work with food distribution.
- Next week is last meeting for Hunt and last meeting of the year for the Board, wanted to discuss the yearly gift exchange.

Supervisor Stump:

- Thank you from CSA 1 to Joe Blanchard and Christy Milovich for their work on the bathroom at the Crowley Lake Ball Field.
- Spent some of last week learning about adventure trails proposal in Inyo County. The board did not vote due to potential conflict with some of the board members. The council has requested the FPPC approval on this and will bring back to Board on December 20, 2014. Constituents in Mono County have shared concerns about the signage for the adventure trails. The actual adventure trails does not go into Mono County. Randy Gillespie who is a part of this LLC has been asked to attend the RPAC meeting in Paradise to discuss.
- Met the acting Cal Trans director, he will be here for 4 months, he did indicate he will not

Note

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- be applying for the full time job.
- Visited Chalfant yesterday due to vandalism of the Chalfant Community center. There was vandalism and graffiti on the walls and in the bathroom. This is not the counties building it belongs to the citizens and we need the citizens help keeping these buildings nice. He has asked the CAO to contact the Sheriff and have additional patrols in the area.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- Meet with Cal Trans about state route 108, discussion will be scheduled for Jan 20th Board meeting. Requested to be agenized for public comment.
- Strategic Planning steering committee is almost done with all ambassador meetings. A session with board is planned for Jan 20th.
- Met with the Sarah Vigilante, Town of Mammoth Lakes, on Human Resource issues, looking at establishing an arrangement to share Human Resources needs.
- Sheriff retirement party tomorrow night at the Double Eagle Resort.

6. DEPARTMENT/COMMISSION REPORTS

Scott Burns discussed the Sierra Nevada Conservancy, this is a long process of Bio Mass task force, they have received a \$215,000 grant.

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. Hiring Freeze Variance - Human Resources Manager/Deputy County Administrator

Departments: County Administrator's Office

Hiring Freeze Variance - Human Resources Manager/Deputy County Administrator.

Action: Approve the launch of a full recruitment process for the Human Resources Manager/Deputy CAO.

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

M14-244

Pulled by Fesko;

Leddy reported; eliminated the Human Resource Generalist, this is still a 20% cut in budget in the CAO Office. This maintains an ongoing savings, this position would create a separation in power from CAO to Human Resource Manager.

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Reorganization, HR Manager/ Risk Manager, Human Resource Generalist, Office Manager, FTS position, there is no longer a HR Generalist, Risk Manager was separated from HR Manager. This still results in one less position. This will be a full external recruitment, with Holidays this is anticipated to take a few months.

B. Appointment in Lieu of Election of Tom Stewart to the Antelope Valley Fire Protection District

Departments: Clerk of the Board

Appointment in lieu of election of Tom Stewart to the board of commissioners of the Antelope Valley Fire Protection District governed by Elections Code section 10515 and by Board Resolution R12-64 (see attached for additional information). This item is being supported by Supervisor Fesko.

Action: Appoint Tom Stewart to the board of commissioners of the Antelope Valley Fire Protection District. His term will expire November 30, 2018.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M14-245

C. Housing Mitigation Ordinance Suspension

Departments: Community Development

Proposed ordinance amending section 15.40.170 of the Mono County Code, pertaining to a temporary suspension of all housing mitigation requirements. Said ordinance would continue an existing suspension of housing mitigation requirements until July 15, 2016.

Action: Adopt Ordinance Ord14-05, an ordinance of the Mono County Board of Supervisors amending section 15.40.170 of the Mono County Code, pertaining to a temporary suspension of all housing mitigation requirements.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

ORD14-05

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. SCE Application for Approval

Departments: Clerk of the Board

Correspondence from Southern California Edison dated November 20, 2014 regarding its Application for Approval of its Energy Savings Assistance (ESA) and California Alternate Rates for Energy (CARE) Programs and Budgets for 2015-2017, A.14-10-007.

Note

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B. State Water Resources Control Board

Departments: Clerk of the Board

Fiscal Year 2013-2014 Local Primary Agency (LPA) Evaluation sent to Louis Molina, Director of Environmental Health. Informational only.

C. California Fish and Game Correspondence

Departments: Clerk of the Board

Correspondence from California Department of Fish and Wildlife relating to draft environmental impact report on state-wide ban on lead ammunition for hunting purposes.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Hauler Request for Inflationary Increase to Solid Waste Collection Service Fee Floors

Departments: Solid Waste

(Tony Dublino) - Proposed amendments to existing Franchise Agreements with D&S Waste and Mammoth Disposal, pertaining to waste collection in unincorporated Mono County.

Action: Approve County entry into proposed amendments and authorize CAO to execute said amendments on behalf of the County.

Fesko moved, Hunt seconded

Vote: 5 yes; 0 no

M14-246

Tony Dublino reported, there is a request every year the waste haulers have to meet. CPI and PPI increased was based on language in the current contract. Request was granted in January of last year. Johnston would like to discuss further after they hear from the waste haulers.

Manager of Mammoth Disposal spoke, they came to the Board to request increase. Disposal items that have impacted functions are; storm water, this has become a more important factor and regulation will change in July, tires have gone up 5%, grease increased 7%, labor increased 13%. They are only requesting 1.6 % increase. Storm water is any run off water that does leave the facility, all containers have to be off the ground and everything must be covered. They must submit storm water samples when there is an event. If they did not get the increase it would not stop them from raising their rates, they have a floor rate so they cannot decrease rates but they may increase the rates.

Kevin Brown, VNS waste removal, franchise uses a CPI so they cannot charge too much. The floor rate helps regulate the charges for the haulers. Although

Note

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they can charge above the floor rate, it does not grant an increase in business so companies choose to stay with the floor rate. In Nevada, there is a cap on the increase at 5%. When this franchise was formed it was requested that they have a floor rate, without a floor rate other small companies could cut their priced until they are no longer able to operate.

Johnston; the county has chosen to outsource this particular service, we have done that through outsourcing and it seems it is going very well. His only concern is when the floor fee is raised, the County is raising the fee and we should take responsibility for that. If we were doing this service ourselves we would want to be sure we were operating effectively. He feels we should eliminate the last line in the proposal, and take responsibility for raising the fee. Hunt; this system has worked well over the past years. He likes the language put into it and he thinks both franchises could use the increase.

Stump; agrees with Hunt this is acceptable.

Fesko; the wording is correct because the County is not increasing its fees.

Alpers; agrees that this language should be left as is.

B. Franchise Agreement--Capacity Payment for Exported Solid Waste

Departments: Public Works / Solid Waste Division

(Tony Dublino) - Presentation by Tony Dublino regarding request from D&S Waste for reduction in the Capacity Payments relating to exported solid waste.

Action: None.

Tony Dublino reported; fees pay for exported waste, the waste exported from the County is done by DNS Waste. This issue is complicated, in the staff report Tony tried to describe the history of this. The request was to reduce the exported waste fee, this reduction would cost the program \$15,000 a year in revenue. There is a cost in work and resources that go into barring waste, so this reduction would cover those costs. Analysis done was breaking down specific costs of solid waste, when you break it all done the basic numbers don't tell the entire story. \$14.87 per ton is approximately what we are spending on equipment time on the waste. The actual number of savings is \$3.85, if it possible to put a number on it at all. These franchise agreements are due for renewal in June of 2016. Everything North of Conway gets exported to Lockwood.

John Brown, DNS waste, addressed the Board, he requested Tony come up with the rate. Mono County could look at this rate if they are going to start a long haul operation. They pay a franchise fee right now, last year they paid approximately \$103,000. The County gets full benefit of that money. Even with this reduction the County will get approximately \$85,000 in revenue.

Stump; an ongoing discussion with the Town of Mammoth Lakes could have an

Note

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impact on this.

Fesko; leaving this to the upcoming negotiations with the franchises. This issue should be taken care of at that time.

Johnston; defer to negotiations as well.

Kevin Brown; would like to request if a partnership is created between the Town of Mammoth Lakes and the County there is some sort of passage for his company to come into the Town of Mammoth Lakes. As of now it would exclude them as they are currently restricted from working within the Town limits.

Direction to staff, stay to course and look at this through negotiations.

C. Motor Pool - Replacement of Two Backhoes

Departments: Public Works - Motor Pool

(Jeff Walters) - Mono County Public Works has two backhoes that are in need of replacement. The backhoes (a 1979 Case 580C assigned to Facilities and a 1980 Case 680 assigned to the Road Fund) are expensive to maintain, have had recent mechanical issues which resulted in expensive soil mitigation, and are included in the California Air Resource Board's emission reduction mandates for Mono County.

Action: Authorize Public Works Director to administer and execute bid documents necessary for the replacement of a 1979 Case backhoe and a 1980 Case backhoe.

Hunt moved, Fesko seconded

Vote: 5 yes; 0 no

M14-247

Jeff Walters; trying to resolve fuel issues with replacement of two backhoes. These are the older two of the three, with CARB issues these will need replaced in 2018. The reason these two are first on this list is because of their age. With these two pieces of machinery we will do a formal bid process and they will auction off the old machines through the normal auction process. The money made from these will go back into the road budget. The fund balance is currently above the fund balance in Motor pool. These two machines would be \$250,000.

Alpers; been receiving calls regarding roads and appreciates how responsive Jeff has been.

Hunt; what would you consider an appropriate fund balance? We should have 3 to 6 months worth of operating funds and the rest goes into replacement.

Replacement has been building up to much, the State Controller's Office would be unhappy with our fund balance. This is a start to spending the balance down. The State Controller's office sets the acceptable amount and it is based off operating expenses and replacement funds.

Jerry VandeBrake reported; of the three full size machines, one is meant for smaller facilities projects. The smaller machine is newer. Digging footings for Walker community center, a hose blew and the cost was \$1,200 to dispose the contaminated dirt.

Note

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Johnston; we need a plan for CARB compliance, he understands this is needed but wants to have a set plan.

Leddy discussed; there is a replacement plan in place and it has been revisited, there will be a CARB workshop.

Stump; not happy about the pace of the replacement but he does understand the challenges.

D. Motor Pool - Purchase a Vehicle Lift for Crowley Road Shop

Departments: Public Works - Motor Pool

(Jeff Walters) - All Motor Pool vehicles must be driven to Bridgeport for maintenance or repair work. This is due to having no other county facility available and appropriately setup for a safe and efficient work environment. Converting a single bay in the Crowley Road shop by installing a vehicle lift, purchasing necessary tools with lockable toolbox, and stocking common parts would allow for faster service and repairs in south county.

Action: Authorize Public Works to purchase and install a vehicle lift, tools, toolbox, and parts necessary to create a safe work area for south county repairs on Motor Pool vehicles. This would be installed in an available garage bay in the Crowley Road Shop.

Stump moved; Alpers seconded

Vote: 5 yes; 0 no

M14-248

Jeff Walters; Crowley Road shop currently has 5 bays but there is no lift to service pool cars. County staff is currently having to drive vehicles to Bridgeport for service. This would allow services to be done in Crowley for South County Motor Pool vehicles.

E. County Hiring Freeze and Variance Process

Departments: County Administrator's Office

(Jim Leddy, Jeff Walters) - Discussion of the current County Hiring Freeze and variance process.

Action: None.

Leddy discussed the County hiring freeze process. In April, we requested a hard hiring freeze, this means Department's must have a public discussion in front of the Board to explain why the hiring is necessary. We need our managers to maintain budget and every decision needs to be scrutinized. We need to evaluate every opportunity we have to make a decision on the largest aspect of our costs.

Stump explained; he has concern is if we have needs during the winter, this is a requirement that would delay getting staff prepared to respond during these winter months. He feels releasing the road department from this requirement would be beneficial, as long as it is filling a previously filled position. Roads not

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being cleared sufficiently could have a negative impact on the Economic Development of this area. Would want to extend the waiver through the end of March then terminate the waiver, this would be specific for snow removal and road operations.

Fesko; feels there are ways to manage this with keeping the same process or using the tools we have available.

Hunt and Alpers agree they want to stay with the current process.

Direction to staff is to stay with existing procedures, and continue communication with the Board.

F. Contract Award for the Mountain Gate Phase 2 Fishing Access Project

Departments: Public Works

(Vianey White) - Contract award for the Mountain Gate Phase 2 Fishing Access Project which consists of constructing a pedestrian path, ADA parking and access, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker.

Action: 1) identify Sierra View Equipment Inc. as responsible bidder submitting the lowest responsive bid; 2) award contract to Sierra View Equipment Inc. for the Mountain Gate Phase 2 Fishing Access Project in an amount not to exceed \$341,571; 3) approve and authorize the Public Works Director, in consultation with County Counsel, to execute and administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$29,578 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$385,000, and are approved as to form and legality by County Counsel.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M14-249

Vianey White; Monday December 6th received 6 bids. Lowest bidder was Sierra View Equipment.

This project is funded by a grant program, changes to make to contract, revised signature from Leddy to public works director, revised terms to submit cert of ins and bonds just before they start but will be able to sign agreement now.

G. Program Supplement Agreement for the Convict Lake Road Rehabilitation Project

Note

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Departments: Public Works

(Garrett Higerd) - The Convict Lake Road Rehabilitation Project will pulverize, repave, and widen 2.75 miles of Convict Lake Road from US 395 to the turn-around at the end of Convict Lake Road.

Action: Consider and potentially adopt proposed resolution #R14-76, "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 0M59 Rev. 000 to Administering Agency-State Master Agreement No. 00187S for the Convict Lake Road Rehabilitation Project."

Hunt moved, Stump seconded

Vote: 5 yes; 0 no

R14-76

Garret Higerd; reported its environmental work is very much underway and he plans to bring the environmental document before the Board in February, Federal Lands Access Funds program grant, State Grant for funding the match.

H. Rural County Representatives of California Request for Wildland Fire Resolution

Departments: Board of Supervisors

(Supervisor Tim Fesko) - Proposed resolution requesting Governor Brown to advocate for stronger management of federal lands to prevent wildland fires.

Action: Adopt proposed resolution #R14-77, requesting Governor Brown's Advocacy at the Federal Level to Address Ongoing Wildfire Threats.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

R14-77

Include national park service.

Leddy; this falls in line with our current legislative platform. This is an opportunity to get something done.

Stump; add United States Department of Bureau of land management.

Hunt; Mono County has areas that are considered extreme fire hazards.

Larry; concerned that the Westside counties don't have the best working relationship with the Forest Service and he does not want to suggest that we have the same sort of issues. There are some suspect Counties here that he would rather not be in line with.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke (if they do, change this)

11. CLOSED SESSION

There was nothing to report out of closed session.

A. Closed Session--Human Resources

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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 - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Undersheriff.

13. REGULAR AGENDA AFTERNOON- NONE

ADJOURN

1:12 PM

ATTEST

LARRY K. JOHNSTON
CHAIRMAN

STACIE KLEMM
COUNTY ADMINISTRATIVE OFFICE

Note

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

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 December 16, 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

[12-16-14 Draft Mins](#)

History

Time	Who	Approval
12/29/2014 12:29 PM	County Administrative Office	Yes
12/31/2014 9:14 AM	County Counsel	Yes
12/29/2014 5:36 PM	Finance	Yes



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

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

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

**Regular Meeting
December 16, 2014**

Flash Drive	Portable Recorder
Minute Orders	M14-250 to M14-260
Resolutions	R14-78 to R14-79
Ordinance	Ord14-06

9:05 AM Meeting Called to Order by Chairman Johnson.

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

Break: 10:38 a.m.
Reconvene: 10:52 a.m.
Adjourn: 1:35 p.m.

Pledge of Allegiance led by Supervisor Hunt.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Susi Bains (Wild Iris):

- Opening up first Transitional Housing; will be first of three; signed lease last month. First one is in Inyo County – there will eventually be two in Inyo and two in Mono.

Joe Parrino:

- Gave update on Motocross events and statistics.

Dorothy Burdette:

- Here to comment on June Mountain and chairlift situation.
- Asked about having Mammoth update the board; board agrees it's time.
- Supervisor Alpers brought up the fact that he also has asked for an update.

Note

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2. APPROVAL OF MINUTES

A. Board Minutes

Action: Approve minutes of the Regular Meeting held on December 2, 2014, as corrected.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-250

Supervisor Stump:

- On page 8 of draft minutes, item #9c, under his comments add name, "Dan Roberts" after words Planning Commissioner.

Supervisor Johnston:

- On p. 2 of draft minutes, under his board report, last bullet point, remove the words "confirmed everyone wanted to do it".
- On p. 7 of draft minutes, item 9a, add the following comment for Supervisor Johnston, "Can't support this amendment as neighboring preservation is paramount, especially if there is opposition to the change."

3. RECOGNITIONS

A. Resolution for Honoring Linda Arcularius

Departments: County Administrator's Office

(Stacie Klemm) - Proposed resolution honoring Inyo County Linda Arcularius for her years of service to the people of the Eastern Sierra.

Action: Adopt proposed resolution.

Alpers moved; Fesko seconded

Vote: 5 yes 0 no

M14-251

Supervisor Alpers:

- Said a few words about Linda Arcularius and read her resolution aloud.
- This will be formally presented to her at a future event.

Dick Knolls (resident in Inyo County):

- Said a few words about Linda Arcularious and his history working with and knowing her.

B. Resolution honoring Sheriff Ralph Obenberger for his Years of Service to Mono County

Departments: Board of Supervisors/County Administrator's Office

(Stacie Klemm) - Proposed resolution honoring Sheriff Ralph Obenberger for his 29 years of service to the people of Mono County.

Action: Adopt proposed resolution.

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

M14-252

Supervisor Hunt:

- Read and presented resolution to Sheriff Ralph Obenberger.

Note

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C. Resolution of Appreciation for Peter Pumphrey

Departments: Board of Supervisors

(Supervisor Stump) - Resolution of Appreciation honoring Peter Pumphrey and his years of service on the Chalfant Valley Fire Department (a Community Services District).

Action: Approve Resolution honoring Peter Pumphrey.

Stump moved; Hunt seconded

Vote: 5 yes; 0 no

M14-253

Supervisor Stump:

- Read resolution; to be formally presented to him at a later date.

D. Resolution Honoring Byng Hunt for his Years of Service on the Board of Supervisors

Departments: Board of Supervisors

(Chairman Johnston) - Resolution of appreciation for Supervisor Byng Hunt for his many years of service on the Mono County Board of Supervisors.

Action: Approve Resolution of appreciation for Supervisor Byng Hunt.

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

M14-254

Supervisor Johnston:

- Read and presented resolution to Supervisor Hunt.

Ron Day:

- Mentioned working with Supervisor Hunt on Digital 395.

Danna Stroud:

- Sends greetings from her Auburn office; read letter.
- Personally thanked him for supporting various efforts she's been a part of.

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- June Lake CAC last Tuesday night: June Mountain presentation and General Plan update (Courtney Weiche, Wendy Sugimura and Scott Burns were there).
- Mentioned legislation that we've been tracking. Will defer to CAO report.

Supervisor Fesko:

- 12/9/14 – Right after last week's meeting, headed off to Sacramento for RCRC meeting on Wednesday. Here are highlights:
 - The RCRC board approved the ascension of Supervisor Lee Adams (Sierra County) to Chair and Supervisor John Viegas (Glenn county) to first Chair. Supervisor Bob Williams (Tehama) was elected as Second Vice Chair.
 - Great news.. The House passed a \$70 million appropriation for PILT in HR 3979 along with another \$372 million in HR 83. That's a total of \$442 million for federal PILT!
 - Bad news is that funding for Secure Rural Schools proved unsuccessful in the final days of the 113th Congress. There seems to be assurances that during the first 90 days of the 114th Congress, SRS will be a high priority item. Time will tell if both sides can come together to make SRS a reality.
 - ** California Home Finance Authority - On Wednesday morning, a Public

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- Meeting was held to vote on the creation of a PACE program that will be rolled out to all of California Counties (upon approval by such counties) in 2015.
- ** RCRC - Approved a 2015 budget of ~\$13.5 million. Much of the income for RCRC come other entities such as the CHF authority. Member dues only make up ~3.2% of revenues. Dues for RCRC range from \$500 - \$15,000 per year. MC only pays \$1414.30 (dues based on population). RCRC's policy principals are in the process of being drafted getting ready for next year's Legislative process.
 - On Thursday Dec. 11th, a very strong storm with little rain but lots of wind came thru North County. Spent the bulk of the afternoon/early evening dealing with Liberty Energy attempting to get power back on for the valley. A handful of homes did not get power back on until Sunday 14th. With things literally flying horizontal from the winds, there are no reports of any major injuries. Windows, Shingles, and some other roof damage occurred as were several barns totally destroyed.
 - A special thanks to Mike Curti (AV Fire Chief) and his crew, they fought a hay stack fire from 2 am Thursday morning until late afternoon. ~300,000 gallons of water was used and ~\$250,000 worth of hay was destroyed.
 - Longtime resident Bill Manley passed away right after Thanksgiving. Bill lived in Bridgeport for ~50 years.
 - It is with sadness that he reports that Coy Ziglar, longtime resident of Bridgeport and a MC Supervisor from 1976 to 1980 has passed away. Coy was also a Gunnery-Sergeant for the Marine Corp from 1947 to 1967 (20 yearlong service). Coy and his wife Darlene are well known especially for the Ziglar's Sporting Goods here on Main street.
 - Another special thanks to Jim Leddy, Joe Blanchard and Stacie Klemm for helping get Memorial Hall made available for Coy Ziglar's memorial this Saturday at 1 pm.
 - He asks my fellow board members to close today's board meeting in memory of Bill Manley and former MC Supervisor Coy Ziglar.

Supervisor Hunt:

- Excited about Land Exchange Legislation that's pending, he's hoping it goes through.
- Attended Sheriff Obenberger's retirement party.
- He counted them up and has attended 576 regular board meetings. He's grown into this position over time and although he's ready for a break, it's been extremely enjoyable.

Supervisor Johnston:

- Attended ARC meetings.
- Attended Sheriff Obenberger's retirement party.
- All Employee Christmas party tomorrow in Lee Vining 1:30 – 4:00
- Passed along a report of dogs running in Mountain Meadows area to Supervisor Stump.

Supervisor Stump:

- Attended Tri-Valley Water Commission Meeting last Wednesday night; thanked Stacey Simon for coming. Ongoing issue with water exporter that was there prior and also continued interest in new state groundwater law.
- Wind damage extensive in his district with winds reaching over 100 mph. Radio station on Antelope Peak has damage; appreciates Sheriff Obenberger's efforts; dispatch has also been very helpful.
- Digital 395 – RACE Communications and most recent grant (lots of communities are included), have your community members forward letters of support to Nate, they would be appreciated.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

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activities.

Jim Leddy:

- Byng's retirement party will be January 9th, 6:00 p.m. at Snowcreek.
- All Employee Xmas party in Lee Vining tomorrow: 1:00- 4:30 p.m. Potluck and employee recognition. Second annual Mono County quiz.
- Town County Liaison Thursday.
- ESCOG Thursday.
- South County Employee Thursday.
- Hosting lunch for employees on Monday 12/22 at CAO conference room in Bridgeport. If you are around, stop by.
- Thanked Supervisors for signing letter to give to Commissions, Special Districts, and etc. to thank them.
- Briefly went over outstanding legislation.

6. DEPARTMENT/COMMISSION REPORTS

Lynda Salcido:

- The Health Department will be closed the week of Christmas and New Years; her office will be on call.

Robin Roberts:

- Her office will be on same schedule as the Health Department and also on call.

7. CONSENT AGENDA

A. Multi-Year Contract for Substance Use Disorder Services, Fiscal Years 2014/2015 and 2016/2017

Departments: Behavioral Health

Proposed contract with California Department of Health Care Services pertaining to multiyear contract for Substance Use Disorder Services.

Action: Approve County entry into proposed contract and authorize Robin K. Roberts to execute said contract on behalf of the County.

Alpers moved; Stump seconded

Vote: 5 yes; 0 no

M14-255

B. ShareCare Visual Health Record Software Upgrade

Departments: Behavioral Health

Proposed contract with The Echo Group to upgrade our Electronic Health Record (EHR) to a Visual Health Record (VHR) in order to meet Meaningful Use requirements set forth by the Department of Health Care Services.

Action: Approve County entry into proposed contract and authorize Robin Roberts to execute said contract on behalf of the County.

Alpers moved; Stump seconded

Vote: 5 yes; 0 no

M14-256

C. Mono County Children's Medical Services (CMS) Plan Fiscal Year 2014-2015

Note

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Departments: Health Department

The Children's Medical Services (CMS) Plan for Fiscal Year 2014-2015.

Action: Approve and authorize the Chairman to sign the Mono County Children's Medical Services (CMS) Plan for fiscal year 2014-2015.

Alpers moved; Stump seconded

Vote: 5 yes; 0 no

M14-257

D. Rudolph Employment Agreement

Departments: CAO, Board of Supervisors

Resolution approving an employment agreement with Marshall Rudolph in the position of County Counsel, at a continued salary of \$14,029 per month and reappointing him for a term of four years effective from December 16th, 2014 to December 16, 2018. (There is no change in Mr. Rudolph's current compensation or benefits.)

Action: Adopt Resolution R14-78, approving an employment agreement with Marshall Rudolph and prescribing the compensation, appointment, and conditions of said employment.

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

R14-78

Pulled by Supervisor Hunt:

- Wanted to comment on Marshall's many years of service; wanted to thank him personally for all the great work he's done.
- Wanted to make sure he was publicly recognized.

E. CalPERS DSA Contract Amendment - 2nd reading

Departments: Finance

An Ordinance of the Board of Supervisors, County of Mono Authorizing An Amendment To The Contract Between The Board of Supervisors, County of Mono, And The Board of Administration Of The California Public Employees' Retirement System.

Action: Adopt proposed ordinance, authorizing An Amendment To The Contract Between The Board of Supervisors, County of Mono, and The Board of Administration Of The California Public Employees' Retirement System.

Alpers moved; Stump seconded

Vote: 5 yes; 0 no

ORD14-06

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

9. REGULAR AGENDA - MORNING

A. Eastern Sierra Waterways Project Presentation and State Grant Funding

Note

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Opportunities

Departments: Board of Supervisors

(Commissioner Randy Short) - Presentation by State of California Department of Boating and Waterways Commission Member Randy Short regarding The Eastern Sierra Waterways Project and state grant funding opportunities.

Action: None.

Jim Leddy:

- Introduced item.

Randy Short:

- Introduced Dick Knolls.
- Introduced Brandon Russell who has been working on this presentation.
- Appointed to State Boating and Waterways Commission by Governor.
- Gave history on funding and its uses.
- Powerpoint presentation outlining Eastern Sierra Waterways Project and state grant funding opportunities.
- He's done this presentation to various entities, including Inyo County.
- They have not talked to Toiyabe; if Mono has connections that would be helpful.
- This started as one project on one pond in Bishop; then it took off on its own. They haven't found any resistance.
- He believes there will be resistance in Mono County.
- This project will probably outlive him but by creating a constitution it will continue to have a life of its own.

Supervisor Stump:

- How sustainable are all these ponds?
- Sounds like today he is asking for a general statement of support so at a future date we can see a list of the complete team. We can then determine what might be needed from the county or surrounding forests or DWP, etc.
- How would California Waterways view a waterway that is split between two states?

Dick Knolls:

- Ponds below Owens Valley area all maintain their level.

Supervisor Alpers:

- Wants to get down to the nuts and bolts here.
- Asked about grant process and who was involved to actually make it happen.
- He has spoken to Ed Armenta; he seems on board with the concept.

Supervisor Johnston:

- Is there an application being worked on now for Mono County that's due in February?
- Sounds like there is consensus that this is a great idea; there is a question about how much staff time we can put into it, however.
- Feels we can enlist appropriate staff to assist as appropriate.

Supervisor Fesko:

- Thanked everyone for coming;
- He'd be happy to put them in touch with Jeff Eldridge.

Jim Leddy:

- If the Board supports this, county staff will do whatever they can to assist in whatever way is feasible.

Kathy Copeland (Disabled Sports):

- Applauded Randy and Dick for their motivation to improve accessibility in this playground that we have.

B. Presentation of the Eastern Sierra Transit Authority's Annual Report

Note

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Departments: County Administrator's Office

(John Helm, Executive Director of the Eastern Sierra Transit) - Presentation by John Helm regarding Eastern Sierra Transit Authorities Annual Report.

Action: None.

John Helm (Executive Director, ESTA):

- Just completed Annual 2014 Report; seemed like an opportune time for an update (copy of update will be kept in today's file folder).
- Mr. Helm gave various statistics and update information. He also outlined all services ESTA currently provides.
- Anticipates some grant money to keep being available.
- They have planned to work around the upcoming planned Mono Lake road construction; they are continually communicating with Caltrans staff and ESTA's routes are such that there shouldn't be too much interruption.
- Mentioned the survey process that Jim Leddy has brought back to life.

Supervisor Hunt:

- Congratulated John on a job well done over the years. He has taken us from needing help with funding to being financially independent now.
- ESTA is greatly servicing the Eastern Sierra at this point for both tourists and citizens alike.

Supervisor Stump:

- Looking at the two revenue and expense charts and a reference to buses purchased with grant money – does he anticipate ongoing grant funding?

Supervisor Alpers:

- Asked Mr. Helm to update public and media about collaboration between ESTA, Caltrans and YARTS on Mono Lake road construction that will be occurring soon.
- Asked that he keep our Board and the media posted on what's going on up there.

Supervisor Johnston:

- John should be commended for operation going on.
- He's happy to see them going with the Sprinter van; he's hoping those get extended into Mono County not just for dial a ride.
- 8,000 people in Mammoth and 14,000 people in Bishop – he thinks Mammoth employees living in Bishop need a way to get to work on time and vice versa; asked him to put this on his radar.

C. 2014-15 Property Tax Distribution

Departments: Finance

(Roberta Reed) - Presentation by Roberta Reed regarding 2014-15 property tax distribution and trends.

Action: None.

Roberta Reed:

2014-14 Property Tax Update Power Point:

- Historical County-Wide Tax Value
- 2014-15 1% Tax Distribution
- 2014-15 Area Distribution
- 2015-16 Estimated

Additional Comments:

- Foreclosures are definitely slowing down.
- Estimates 60-70% of assessed value is in Town of Mammoth Lakes.
- Moving ahead, there is still a lot of good management required by the county.

Note

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- As of yesterday, we have received 55.6% of taxes billed. We still have a few more days to go to collect current taxes.

Supervisor Johnston:

- Approaching 5.5 billion dollars in assessed value – how much of that is in the Town of Mammoth Lakes? Would like to see this specific chart. (Leddy: will be brought back at mid-year).
- Property Tax Revenue has bottomed out at just over \$15 million – we have projected increase which is positive in many ways.

Supervisor Stump:

- Important to realize we still have a lot of property owners struggling.
- We need to not be completely gleeful about receiving more money.

Supervisor Fesko:

- Surprised if/when people part with their money ahead of time and pay taxes early.

D. Potential Appointment of Mono County Sheriff

Departments: County Administrator's Office

(Jim Leddy) - Potential appointment to fill an anticipated vacancy in the county office of Sheriff-Coroner upon the retirement of the incumbent (Ralph Obenberger) on December 29, 2014.

Action: Pursuant to Government Code section 25304, appoint Ingrid Braun as Sheriff-Coroner, effective on December 29, 2014, if and when the office of Sheriff becomes vacant due to the retirement of the current office holder (Ralph Obenberger). Said appointment is for the unexpired remainder of the current term of office, and until Ms. Braun assumes office for the new, full term to which she was elected, on January 5th, 2015.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

M14-258

Jim Leddy:

- Introduced and explained item.
- Asking Board to make her appointment effective on December 29th.
- This is a pro-active appointment based on Sheriff Obenberger's retirement date.
- He is paid up to the day of his resignation; she will be paid for that one week. Only one Sheriff for 30 days.
- Ceremonial swearing in on January 6th.

Supervisor Fesko:

- Asked about salaries; how that will work between the two.

E. Rock Creek Home Owners Association request RE: Rock Creek Trailhead Bathrooms

Departments: Board of Supervisors

(Supervisor Fred Stump and Jim Leddy) - Discussion of the request from the Rock Creek Homeowners Association for the County to assume the cost of maintaining the restrooms at the Rock Creek Trailhead.

Action: Direct staff to work with the existing maintenance company of the restroom facilities and bring back to the Board a contract for services along with needed budget adjustments, running until the end of this fiscal year.

Note

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Stump moved; Hunt seconded

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

M14-259

Supervisor Johnston:

- Excused himself due to potential conflict.
- Handed gavel to Supervisor Fesko for this item.

Supervisor Fesko:

- We're looking at \$1,600 annually, when would this start?
- Where is money coming from?
- By not putting this out to bid, does it look like a "good old boys club"?
- Brought up Mr. Baxter's current contract and maybe looking at him to do it.

Jim Leddy:

- Thanked Scott Burns and Supervisor Stump.
- County has received request to take over maintenance of this facility.
- Previously discussed that the county would take responsibility but this never happened.
- Requested action is for the County to enter into agreement with company that is currently handling the maintenance.
- We'd take payment over right away but would probably only have ½ of contract for this year; coming from contingency?
- Suggests we finish out the contract with this company and then, if Board desires, we could open up to others.

Supervisor Stump:

- He did attend the special meeting in Paradise prior to his election in 2012.
- This is unfinished business.
- At the minutes at that special meeting, Supervisor Hunt did say he supported the county maintaining the restroom.
- Spoke about homes there and assessed value on those homes.
- Feels current service provider is doing a great job.

Supervisor Alpers:

- Sounds reasonable to him; position appears supported and he likes that it's not pulling on staff time.

Supervisor Hunt:

- This trail is heavily used by the public; he feels these facilities are necessary and that it is the county's obligation.

Garrett Higerd:

- We already do have these types of contracts in place.
- Over time, this would have to be evaluated.
- Logistically Mr. Baxter might not be interested anyway.

F. Rock Creek Road Highway Easement Deed

Departments: Public Works

(Garrett Higerd) - The Highway Easement Deed documents the County's easement over Rock Creek Road, describes the physical geometry of Rock Creek Road, and sets forth the operations and maintenance roles and responsibilities of Mono County and the Inyo National Forest.

Action: Adopt resolution #R14-79, authorizing the Assistant Public Works Director to accept and consent to recordation of a Highway Easement Deed offered by the United States of America for Rock Creek Road to satisfy conditions of the Rehabilitation Project funded by the Federal Lands Access

Note

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Program (FLAP).

Stump moved; Hunt seconded

Vote: 5 yes; 0 no

R14-79

Garrett Higerd:

- Another step in the process of the Rock Creek Road Rehab project that's been underway for this last construction season.
- There is still a significant amount of work needing to be done.
- Explained item, logistics, roles and responsibilities and requested action.
- County not taking on anything additional; negligible fiscal impact.
- Asked that the Board accept this highway easement.
- At the time this item was put together Jeff Walters was out sick.
- There will also be one for Convict Lake Road coming to the Board.

Supervisor Fesko:

- Authorizing Assistant Public Works Director to sign? Why?

Supervisor Stump:

- Is this item just procedural to keep project moving forward?

G. Public Defender Contract Extension

Departments: CAO

(Jim Leddy, Marshall Rudolph) - Proposed three month extension of current contracts for indigent defense (public defender) services with Gerald F. Mohun, David D. Hammon, and Randall. L. Gephart.

Action: Approve County entry into, and authorize the Board Chair to sign the following three Agreements and Second Amendments: (1) Proposed Agreement and Second Amendment to Agreement with Gerald F. Mohun, Jr. and Liebersbach, Mohun, Carney & Reed for the provision of indigent defense services; (2) Proposed Agreement and Second Amendment to Agreement with David D. Hammon for the provision of indigent defense services; and (3) Proposed Agreement and Second Amendment to Agreement with Randall L. Gephart for the provision of indigent defense services.

Hunt moved; Stump seconded

Vote: 5 yes; 0 no

M14-260

Jim Leddy:

- An extension is before the board and then an RFP Process will be done after extension expires.

Marshall Rudolph:

- Not required to do RFP; the Board can decide to just renew contracts.
- There is not a huge pool of people to draw from for these contracts and the people currently doing this have a lot of experience.
- It's up to the board; he's just here to explain options.
- Could also be an in-house type of thing.
- Will need to notify contractors of county's intentions going forward.

Supervisor Fesko:

- Thinks it should go out for RFP after extension runs out.

Supervisor Stump:

- Does the requested action authorize staff to extend agreement giving them time to put

Note

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

out RFP?

H. Economic Development Strategic Plan Update

Departments: Economic Development

(Alicia Vennos/Jeff Simpson; Jeff Lucas, Community Development Services) - Presentation by Alicia Vennos, Jeff Simpson and Jeff Lucas from Community Development Services regarding the Economic Development Strategic Plan Update.

Action: None.

Alicia Vennos:

- Update on Economic Development Strategic Plan
- Economic Development has become a hot topic.
- She and Jeff just attended a week long class in Fresno – Economic Development Certificate Course.
- They have not lost sight of Tourism Plan
- Just launched 75 seconds of Mono County (showed YouTube video).

Powerpoint:

Economic Development Strategies

- Current Projects.
- Introduced Craig Schmidt
 - With Mammoth Lakes Chamber of Commerce
 - Recently developed Strategic Plan in connection with the County and Town
 - Goal is to identify challenges and develop strategies
- Introduced Kelly Bearden:
 - With Bakersfield Small Business Center
 - Webinar done out of Bakersfield, Nate Greenberg was involved
- Introduced Jeff and Andy Lucas:
 - Mono County Business Needs Survey Results:
 - § Background
 - § Critical Factors (important to provide critical information up front when they come to the counter)
 - § Localized Economy
- Economic Development Strategic Plan
- Mono County ED Key Strategic Platforms
- Economic Development Key Strategies
- RPAC Feedback
- Strategic Plan Survey and Recommendations
- Would like to move into a campaign for Business Retention and Expansion without losing sight of tourism piece

Supervisor Johnston:

- Asked what issues business owners had as we can't respond unless we know specifics.
- Thanked them for all their work on this.
- Appreciates the enlisting of expertise along the way.
- Challenge: Tourism creates low paying jobs. If you're promoting tourism you're promoting low paying jobs. Catch-22 here.
- Business park down by airport doesn't have many businesses or potential for non-tourism businesses. Maybe connecting this to a sewer system would help.
- With Digital 395 we have an opportunity.

Scott Burns:

- We do have a common counter, a "one-stop shop" both in Bridgeport and Mammoth.

Note

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

- As far as business development, people come in and aren't exactly sure what they want to do.

Supervisor Stump:

- Public Health care departments have really coalesced.
- It would be great to develop that same type of coalescence with all departments being mentioned here.
- As an ongoing goal, we need to strive for continual coalescence.
- Appreciates presentation but we need to focus on community infrastructure, including digital 395.
- Look at incorporating renewable energy into new development and how that can make it more appealing to be here.

Supervisor Fesko:

- Business retention and expansion – very important and not happening now.
- There are tourist-based businesses in Bridgeport that are talking about closing their doors in two months.
- We also need to focus on tourism based businesses.
- How do we market to second home owners? We should work toward turning them into primary home owners.

Robin Roberts:

- She's proud to be part of Mono County.
- She used to own her own business.
- She took some small business courses.
- Asked about promoting commuting airplane use.

Danna Stroud:

- Thanked the Supervisors for their support in Economic Development especially during budgetary constrained times.
- Don't think so much about "low paying" tourism jobs. Need to look at seasonality of positions; need to look at offering year round opportunities, maybe businesses staying open longer during the year.
- Outdoor Recreation Product investments – need to take advantage of the assets we have here.
- Digital 395 is going to be the key.
- Pointed out that the EDD has taken all these concepts and are running with it.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

ADJOURN 1:35 p.m. in honor and in memory of Bill Manley and former Mono County Supervisor Coy Ziglar. Also adjourn meeting in honor of Byng Hunt, our long standing Board Member.

ATTEST

LARRY K. JOHNSTON
CHAIRMAN

Note

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

SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: Clerk of the Board

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Outgoing Board Chair

SUBJECT Election of New 2015 Board Chair

AGENDA DESCRIPTION:

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

The outgoing Board Chair will call for nominations to elect the Chair of the Board for 2015.

RECOMMENDED ACTION:

Elect the new Chair of the Board for 2015.

FISCAL IMPACT:

None.

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](#)

No Attachments Available

History

Time	Who	Approval
12/22/2014 10:58 AM	County Administrative Office	Yes
12/31/2014 9:15 AM	County Counsel	Yes
12/30/2014 10:44 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: Clerk of the Board

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Newly Elected Board Chair

SUBJECT Election of New 2015 Vice-Chair to the Board

AGENDA DESCRIPTION:

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

The newly-elected Board Chair will call for nominations to elect the Vice Chair of the Board for 2015.

RECOMMENDED ACTION:

Elect the new Vice Chair of the Board for 2015.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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12/30/2014 10:44 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: Clerk of the Board

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Board Chair

SUBJECT Election of New 2015 Chair Pro-tem

AGENDA DESCRIPTION:

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

The newly-elected Chair will call for nominations to elect the Chair Pro-tem of the Board for 2015.

RECOMMENDED ACTION:

Elect the new Chair Pro-tem of the board for 2015.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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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
12/31/2014 9:15 AM	County Administrative Office	Yes
12/31/2014 9:15 AM	County Counsel	Yes
12/30/2014 10:42 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: Clerk of the Board

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Board Chair

SUBJECT Presentation to Outgoing Chairman
Johnston

AGENDA DESCRIPTION:

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

Presentation to Chairman Johnston by newly elected Board Chair honoring Supervisor Johnston's service to the Board in 2014.

RECOMMENDED ACTION:

None.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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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

12/22/2014 10:58 AM	County Administrative Office	Yes
12/31/2014 9:16 AM	County Counsel	Yes
12/30/2014 10:43 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Devil's Postpile National Monument

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Deanna M. Dulen, Superintendent of Devil's Postpile, requesting approval to increase campground fees to align the monument's recreation fees with NPS policy for comparable rates in nearby areas as required by FLREA.

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

[Devils Postpile Letter](#)

History

Time	Who	Approval
12/29/2014 3:09 PM	Clerk of the Board	Yes



United States Department of the Interior



NATIONAL PARK SERVICE
Devils Postpile National Monument
P. O. Box 3999
Mammoth Lakes, California 93546
760-924-5505



10A

Mono County Board of Supervisors
PO Box 696
Bridgeport, CA 93517

Devils Postpile National Monument is requesting approval to increase campground fees. The proposed fees are necessary to align the monument's recreation fees with NPS policy for comparable rates in nearby areas as required by FLREA. The monument performed a comparability analysis of nearby campgrounds. All area campgrounds (within 20 miles of Devils Postpile) are currently charging at least \$22 per site per night.

Devils Postpile is proposing to adjust campground rates. Due to inflation, \$14 in 2000 is the equivalent of \$19.35 in 2014 (U.S. Bureau of Labor and Statistics). If approved, the campground rate would change from \$14 to \$20 per site per night. Visitors with the Interagency Senior and Access Passes under the America the Beautiful Program would pay \$10 per site per night under the fee increase.

The additional revenue from the fee increases will be used to enhance visitor services including the repair and maintenance of facilities, capital improvements, amenities, resource protection, and additional visitor programs and services.

A 30-day public engagement period on the proposed fee increases opened on November 3, 2014. Comments were solicited via email and by U.S. Mail; however, some were also received via social media. Two comments were received via the Planning, Environment, and Public Comment (PEPC) page; however, they were duplicate submissions. The comment was related primarily to foreign visitors and the fees that they pay. Two comments were received via E-mail. One of those was in favor of the increase. The other was against the increase, stating affordability for families as the main deterrent to supporting a fee increase. Eight comments were received via Facebook and all were favorable to the fee change. No comments were received via Twitter. The new fees would potentially be implemented as early as February 2015 should public engagement indicate that a fee increase is favorable.

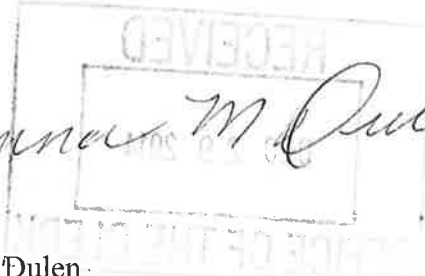
If you have any comments on the proposed fee increase, please send them via electronic mail (depo_visitor_information@nps.gov) or U.S. mail (P.O. Box 3999 Mammoth Lakes, CA, 93546)

If you have any comments on the proposed fee increase, please send them via electronic mail (depo_visitor_information@nps.gov) or U.S. mail (P.O. Box 3999 Mammoth Lakes, CA, 93546) by January 12, 2015. If you need additional time to comment or have any questions, please contact me directly.

Sincerely,



Deanna M. Dulen



Deanna M. Dulen
Superintendent
Devils Postpile National Monument
PO Box 3999
Mammoth Lakes, CA
Deanna_dulen@nps.gov
760-924-5505



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: Clerk of the Board

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Department of Transportation - Caltrans

AGENDA DESCRIPTION:

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

Letter from Bryan Winzenread of Caltrans dated December 22, 2014, regarding a request for a future agenda item recommending truck size restrictions for State Route 108.

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

[Caltrans Letter](#)

History

Time	Who	Approval
12/29/2014 11:07 AM	Clerk of the Board	Yes

DEPARTMENT OF TRANSPORTATION**DISTRICT 9**

500 SOUTH MAIN STREET

BISHOP, CA 93514

PHONE (760) 872-3143

FAX (760) 872-5225

TTY 711

www.dot.ca.gov

*Serious drought.
Help save water!*

December 22, 2014

Mr. Larry Johnston, Chairman
Mono County Board of Supervisors
P.O. Box 715
Bridgeport, California 93517

Agenda Item Request - Recommendation for State Route 108 Truck Size Restriction

Dear Chairman Johnston:

As you are aware, Mono County and Caltrans have interacted regarding the placement of truck restrictions on a section of State Route 108 (SR 108) in Mono County from postmile (PM) 0.0 (Mono County/ Tuolumne County line) to PM 9.8 (closure gate west of the Marine Corps Mountain Warfare Training Center). This was discussed (with public comment) at the October 21, 2014 Board of Supervisors (BOS) meeting. To enable further discussion, we request this topic be placed on the agenda for your January 20, 2015 meeting.

We expect that a truck size restriction would significantly benefit both travelers and trucking companies unfamiliar with the topography of this Sierra Nevada mountain pass. The steep grade and tight curves that the road follows to reach the 9,624 foot high pass, contribute to trucks getting stuck in this section; thus, blocking the entire road and causing road closures of up to five hours. The lengthy delays are due to a number of factors such as the remote location, tow vehicle response times from Coleville or Gardnerville, Nevada, and the work to free the truck (which may include unhitching the tractor from the trailer and backing the vehicle five or more miles down the grade).

The most recurrent location is at PM 4.6, which is in a series of reversing curves. A Caltrans study from January 2005 through February 2010 documents eighty incidents of stuck trucks: forty-one incidents at PM 4.6 and thirty-nine at other curves in this section. Additionally, we have studied possible improvements to this section. However, due to the environmental constraints (i.e. steep and rocky mountainous terrain) improvements are too costly to be competitive for limited highway funds.

In order to reduce delays to travelers, and cost and impact to trucking companies, Caltrans recommends the BOS formally declare this section of SR 108 be closed to trucks greater than 30 feet king pin to rear axle (KPRIA). For the truck restriction to be legally enforceable, a resolution or ordinance from Mono County is required.

*"Provide a safe, sustainable, integrated and efficient transportation system
to enhance California's economy and livability"*

Mr. Larry Johnston
December 22, 2014
Page 2

We look forward to further interaction with the BOS and the public at the upcoming January meeting. If you have any questions, or need further information please contact Terry Erlwein, our Traffic Operations Engineer, at (760) 872-0650 or myself at (760) 872-3143.

Sincerely,



BRYAN WINZENREAD
Deputy District Director
Maintenance and Operations

Attachments

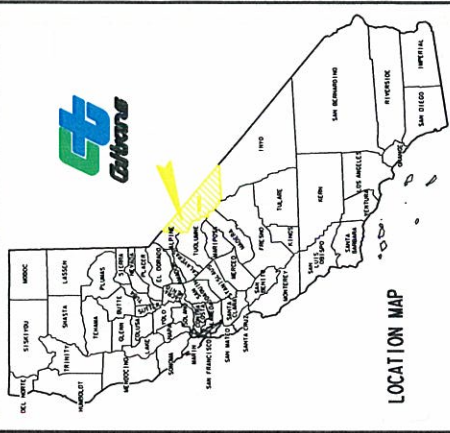
- (1) Location Map
 - (2) Resolution No. 97-117 – Mendocino County Board of Supervisors
 - (3) Draft Ordinance – City of Fremont
 - (4) Initial Study for truck restriction of vehicles with 4+ axles
 - (5) Truck Restriction Report Checklist
 - (6) Excerpts from California Vehicle Code
- c: Ryan Dermody, Deputy District Director, Planning, Caltrans
Terry Erlwein, Traffic Operations Engineer, Caltrans

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
09	Mono	108	4.8	1	1

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY
IN MONO COUNTY
ABOUT 10.6 MILES WEST OF SONORA JUNCTION
AT POST MILE 4.6**

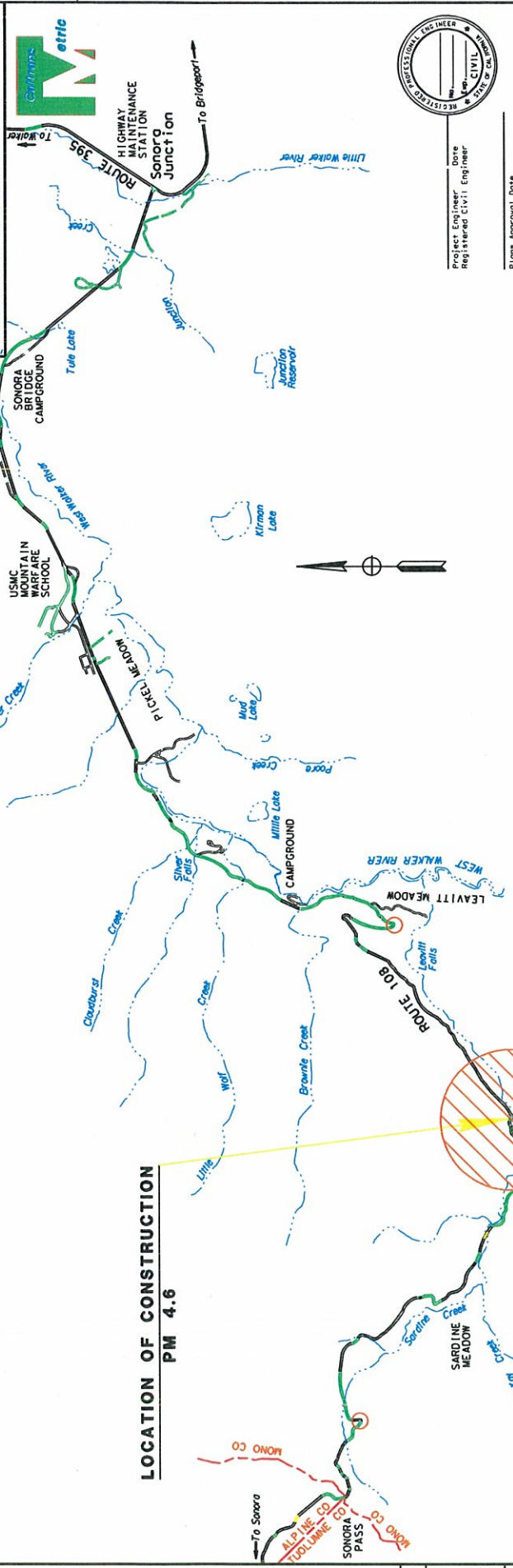
To be supplemented by Standard Plans dated May, 2006

INDEX OF SHEETS
Attachment I



○ Level 11 color 6 Circle Diameter represents truck problems by location

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of these plans.

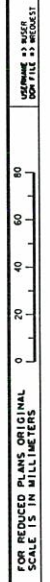


Project Engineer: _____ Date: _____
Registered Civil Engineer

Plans Approval Date: _____

Contract No. **09-279704**

NO SCALE



The Contractor shall pass the Class (or classes) of License as specified in the "Notice to Contractors".

Jim
Did this
Language nec
w/ Approval in
the text of
Legal
N

RESOLUTION NO. 97-171

**RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS
RECOMMENDING THE PROHIBITION OF VEHICLES AND
COMBINATION VEHICLES WITH AN OVERALL LENGTH GREATER
THAN 39 FEET FROM ACCESSING THE WESTERLY SEGMENT
OF HIGHWAY 175**

WHEREAS, the California Department of Transportation (Caltrans) has determined that certain large vehicles and combination vehicles described herein, cannot travel on the westerly segment of State Highway 175, specified herein, without crossing over the center stripe; and

WHEREAS, Caltrans has determined that this problem can only be resolved by imposing the herein identified restrictions; and

WHEREAS, the County of Mendocino has been requested to support Caltrans' findings and recommendations regarding State Highway 175, a highway within the exclusive jurisdiction of the State of California;

NOW, THEREFORE, BE IT RESOLVED by the Mendocino County Board of Supervisors, recommend and concur with Caltrans, that vehicles and combination vehicles with an overall length greater than 39 feet be prohibited access to State Highway 175 in Mendocino County, MEN PM 5.40, 5.4 miles east of Route 101 to the Mendocino/Lake County line at MEN PM 9.85. Access by vehicles over the 39 foot limit to local ranches, farms, agriculture, and other local business activities served by Highway 175 will be allowed.

BE IT FURTHER RESOLVED that this action, taken at the request of the California Highway Patrol and Caltrans, shall have no effect on the continuing legal responsibilities of the STATE OF CALIFORNIA, by and through Caltrans, for the continued and future maintenance of the subject highway and for its duty to the users of said State highway.

BE IT FURTHER RESOLVED that this resolution shall become effective upon appropriate State action and notification of all involved enforcement agencies and the installation of regulatory roadside signs.

The foregoing resolution was introduced by Supervisor Finches, seconded by Supervisor Campbell, and carried this 21st day of

September, 1997, by the following roll call vote:

AYES: Supervisors DeBar, Shoemaker, Pinches, Campbell, Peterson
NOES: None
ABSENT: None

Whereupon, the chair declared said resolution passed and adopted
and SO ORDERED.

Charles Peterson

Chair, Board of Supervisors

ATTEST:

JOYCE A. BEARD
Clerk of the Board of Supervisors

Joyce A. Beard

I hereby certify that according to the
provisions of Government Code
Section 25103, delivery of this
document has been made.

JOYCE A. BEARD
Clerk of the Board

By: *[Signature]*

DEPUTY

ORDINANCE NO. _____

Comment [K01]: Ordinance number will be assigned by City Council after the passage of the final ordinance

AN ORDINANCE OF THE CITY OF FREMONT AMENDING ARTICLE 7 (MISCELLANEOUS DRIVING RULES) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF TITLE III (PUBLIC SAFETY, WELFARE AND MORALS) OF THE FREMONT MUNICIPAL CODE TO DELETE THE TRUCK ROUTE DESIGNATION FOR NILES CANYON ROAD (STATE ROUTE 84)

The City Council of the City of Fremont does ordain as follows:

Section 1:

Section 3-2706 (Truck Routes) of Article 7 (Miscellaneous Driving Rules) of Chapter 2 (Traffic Regulations) of Title III (public Safety, Welfare and Morals) of the City of Fremont Municipal Code is hereby amended to delete the truck route designation for Niles Canyon Road as a truck route.

Section 2:

(a) The City of Fremont, Alameda County may by ordinance in conjunction with CVC **35715.** prohibit the use of Niles Canyon Road by a vehicle or combination of vehicles that exceeds a weight limit of 10,000 pounds or more. The weight limit shall be determined by the City of Fremont City Council and specified in the ordinance.

Comment [K02]: The subsection of the CVC will be assigned by the Department of Transportation after final approval

(b) An ordinance adopted pursuant to this section is not effective with respect to the following:

(1) A vehicle or combination of vehicles coming from an unrestricted highway having ingress and egress by direct route to and from the restricted highway when necessary for the purpose of making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on the restricted highway or for the purpose of delivering materials to be used

in the actual and bona fide repair, alteration, remodeling, or construction of a building or structure upon the restricted highway for which a building permit has previously been obtained.

(2) The operation of ambulances, hearses, or vehicles providing emergency roadside services or roadside assistance.

(3) Any vehicle or combination of vehicles owned, operated, controlled, or used by a public utility or licensed contractor in connection with the construction, installation, operation, maintenance, or repair of a public utility facilities or public works projects.

(4) Any vehicle which is subject to the provisions of Article 2 (commencing with Section 1031) of Chapter 5 of Part 1 of Division 1 of the Public Utilities Code or any farm labor vehicles.

(5) Any vehicle operated as an incident to any industrial, commercial or agricultural enterprise conducted upon the highway.

Legal basis for the restriction process: CVC Section 21101 allows the restriction of certain vehicles, by stating that: "Local authorities for those highways under their jurisdiction, may adopt rules and regulations by ordinance or resolution on the following matters": (c) Prohibiting the use of particular highways by certain vehicles, except as otherwise provided by the Public Utilities Commission pursuant to Article 2 (commencing with Section 1031 of Chapter 5 of Part 1 of Division 1 of the Public Utilities Code. CVC Section 21104 further states "No ordinance or resolution proposed to be enacted under Section 21101 or subdivision (d) of Section 21100 is effective as to any highway not under the exclusive jurisdiction of the local authority enacting the same, except that an ordinance or resolution which is submitted to the Department of Transportation by a local legislative body in complete draft form for approval prior to the

enactment thereof is effective as to any state highway or part thereof specified in the written approval of the department. This section does not preclude the application of an ordinance or resolution adopted under Section 21101 or subdivision (d) of Section 21100 to streets maintained by a community services district organized pursuant to Division 3 (commencing with Section 61000) of Title 6 of the Government Code. An ordinance or resolution enacted by a local authority pursuant to subdivision (c) of Section 21101 may impose a fine or penalty for a violation of this code.

The ordinance shall not be effective until appropriate signs are erected indicating either the streets affected by the ordinance or the streets not affected, as the local authority determines will best serve to give notice of the ordinance.

- CVC Section 35702 requires Caltrans approval, and the designation of an alternate route, by stating that, "No ordinance proposed under Section 35701 is effective with respect to any highway which is not under the exclusive jurisdiction of the local authority enacting the ordinance, or, in the case of any state highway, until the ordinance has been submitted by the governing body of the local authority to, and approved in writing by, the Department of Transportation. In submitting a proposed ordinance to the department for approval, the governing body of the local authority shall designate therein, an alternate route for the use of vehicles, which route shall remain unrestricted by any local regulation as to weight limits or types of vehicles so long as the ordinance proposed shall remain in effect. The approval of the proposed ordinance by the Department of Transportation shall constitute an approval by it of the alternate route so designated.

§ The alternate route designated by the City is Mission Boulevard (Route 238) between Niles Canyon Road (Route 84) and Interstate 680, and Interstate 680 between Mission Boulevard (Route 238) and Niles Canyon Road (Route 84).
The alternate route is an existing truck route.

Section 3:

This ordinance shall be published once in a local newspaper of general circulation, printed and published in Alameda County and circulated in the City of Fremont, within fifteen (15) days from and after its adoption and shall take effect and be enforced thirty (30) days after its adoption.

The foregoing ordinance was duly introduced before the City Council of the City of Fremont, County of Alameda, at a meeting of the City Council of such City, held on the __th day of _____, 2011, and finally adopted at a regular meeting of said Council held on the __th day of _____, 2011, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM;

City Attorney

ENV. STUDY

INITIAL STUDY

FOR

TRUCK RESTRICTION OF VEHICLES WITH 4+ AXLES

LAK-175 PM 0.00 to R8.19

MEN-175 PM 5.4 to 9.85

Deborah L. Harmon

May 1, 1996
Date

INITIAL STUDY AND NEGATIVE DECLARATION

FOR

TRUCK RESTRICTIONS ON LAK/MEN 175

SCH No.

01-LAK-175-0.00/R8.19

01-MEN-175-5.40/9.85

NEGATIVE DECLARATION

Pursuant to: Division 13, Public Resources Code

Description: The proposed project involves implementing a truck restriction on the westerly portion of State Route 175 between the junction of State Routes 175 and 29 in Lake County and five miles east of the junction of Routes 101 and 175 near Hopland in Mendocino County. The restriction would prohibit vehicles with four or more axles from traversing this 12.5 mile segment of the route. Exceptions to this restriction would apply to any commercial vehicles making a delivery or pickup to a location within the restricted area.

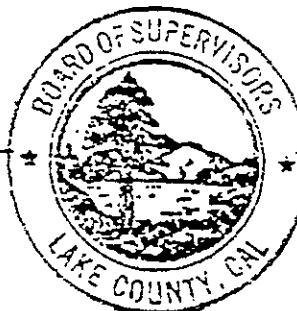
Determination

An Initial Study has been prepared by the California Department of Transportation (Caltrans). On the basis of this study it is determined that the proposed action will not have a significant effect upon the environment for the following reasons:

The proposed project will have minimal or no effect on growth or rate of development, employment, economy of the area (including businesses and industries), population characteristics, housing, schools, air and water quality, or noise levels on sensitive receptors. No recreational lands, park lands, or heritage resources are involved.

The proposed project will not have a significant impact on traffic composition or volume nor will it have a significant effect on social, cultural or recreational facilities.

[Handwritten signature]



7-9-96
Date

PURPOSE AND NEED FOR THE PROJECT

State Route 175 (SR-175) is a mountainous, east-west highway connecting Route 101 in Hopland with Route 29 near Lakeport. Few improvements have been made to this roadway over the years. The roadway alignment follows rugged terrain, with limited pavement width, steep grades, and tight curves. The roadway width, including shoulders, varies from 18 feet to a maximum of 32 feet. Grades in this segment of Route 175 average 6.5% to 7%, with some sustained grades of 9% and short stretches are as steep as 13%.

In the 12.5 mile section of Route 175 proposed for the truck restriction, there are just under 100 curves with a radius of 280 feet or less. The majority of the tight radius curves cannot be negotiated by trucks with a 30 foot kingpin to rear axle length without crossing over the centerline stripe or leaving the pavement, or both (see Exhibit B). Some curves require the complete use of both traffic lanes to be negotiated, and as such create a potentially hazardous situation for oncoming traffic. In some cases, large trucks have become stuck in the middle of a tight curve blocking the full width of the roadway and have had to be physically removed with the use of outside equipment.

The accident rate for this section of SR-175 over a three year period was 2.77 accidents per million vehicle miles which is 14% higher than the expected rate for a highway with similar characteristics. From August 1990 to August 1993 there were 39 accidents with 20 injuries. Nearly 20% of these accidents involved large trucks or vehicles that had four or more axles in combination. This is a substantial number when taken in the context that vehicles with four or more axles only comprise 0.4% of the total volume of traffic. 12% of the accidents caused by the large trucks or combination vehicles were a result of crossing over the double yellow centerline and hitting an oncoming vehicle, or forcing the oncoming vehicle to leave the roadway.

Due to the steep grades and tight curves, vehicles pulling loads are forced to travel slowly, averaging approximately 15 mph. There are no paved turnouts or passing lanes in this 12.5 mile segment of Route 175, and this entire segment is barrier striped. Thus, passing opportunities for vehicles caught behind slow moving trucks are rare on this portion of Route 175 and are limited to those occasions when the slower traffic utilizes any available wide, unpaved shoulders.

In 1980 special warning signs were placed at each end of this segment of SR-175 to advise large trucks and autos with trailers against traveling this route. There are also signs warning motorists of narrow, winding road and steep grades ahead at each end of this segment. In 1991 additional warning signs were installed to advise trucks with lengths over 30 feet from kingpin

39 x .71 =

27.69 =

} Only
1 accid.
because of
off-tracking

D. Vt.
10-8-98

to rear axle to take another route. In total, there are five warning signs on the westerly end of Route 175 and four signs on the easterly end this segment advising motorists of the road conditions and to take alternate routes.

The California Highway Patrol (CHP) is strongly opposed to allowing large trucks and vehicles with trailers to continue using this portion of Route 175. There has been correspondence dating back to 1979 expressing concern over large trucks on the Hopland Grade. In addition to the several letters from the California Highway Patrol to Caltrans and the complaint letters that the Highway Patrol receives from citizens, Caltrans has received numerous letters and phone calls from private citizens, Supervisors from Lake County, as well as letters from Assemblywoman Bev Hansen and State Senator Jim Nielson. With few exceptions, this correspondence supports removing large trucks from this portion of Route 175.

The Highway Patrol also states that the truck advisory signs at each end of Hopland Grade have had little if any effect in preventing large trucks and vehicles with trailers from using this portion of Route 175. According to the CHP, several truck drivers have been cited for crossing over the double yellow centerline. The CHP report that when the drivers were asked whether they had seen the advisory signs, most drivers admitted that they had. When the drivers were questioned as to why they continued on, the most frequent response was that they didn't think it would be as bad as it was. Others stated that they had been dispatched over this route, or that the route looked like a shortcut on the map. Because there is no place to safely turn around, once the driver gets on this segment of Route 175, he has to continue.

The 1994 Route Segment Report shows that this portion of SR-175 currently operates at a D Level of Service (LOS) with operating speeds of 15 to 36 mph. This portion of Route 175 falls under the basic speed law, and has a 55 mph maximum speed limit. Due to the nature of the alignment, the practical speed for much of the route is 30 mph or less.

It is physically impossible for a tractor/semitrailer truck or an automobile with a tandem axle trailer (i.e., vehicles with four or more axles) to negotiate this portion of Route 175 without crossing over the center line into part or all of the opposing lane. This situation has created a disproportionately high ratio of truck-related accidents. As traffic volumes increase both seasonally in the summer and fall and during peak hours, so does the potential for truck and automobile accidents.

Closing this portion of Route 175 to vehicles which, alone or in combination with towed vehicles have four or more axles, should greatly reduce the potential for lane cutting (traffic crossing

over into opposite lanes) on these curves. This proposed traffic restriction should improve Route circulation and create a safer highway environment.

DESCRIPTION OF PROPOSED PROJECT

A vehicle restriction is being proposed on a twelve and a half mile segment Route 175 between Hopland and Lakeport, known locally as the "Hopland Grade." The restriction would close a portion of Route 175 (highway postmiles MEN-175-5.4 to 9.85 and LAK-175-0.00 to R8.19) to all vehicles with four or more axles in combination. This would include autos or pickup trucks that are towing two axle trailers and trucks with a 30 foot kingpin to rear axle length (see Exhibit B). Access to this newly closed portion of Route 175 for some deliveries and construction would be allowed.

This restriction would not "prohibit any commercial vehicles coming from an unrestricted street having ingress and egress by direct route to and from a restricted street when necessary for the purpose of making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on the restricted street or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure upon the restricted road or street/road for which a building permit has previously been obtained." This restriction is intended to redirect all "through traffic" vehicles (with four or more axles) to alternate State and US Routes in Mendocino and Lake County (i.e., U.S. Route 101; State Routes 20 and 29).

This section of Route 175 will be signed for traffic approaching both from the east and west in Lake County and Mendocino County respectively. These signs will inform motorists that this portion of Route 175 is closed to all through traffic vehicles with four or more axles. Enforcement of this new restriction will be by the California Highway Patrol.

Alternatives Considered and Rejected

1. Curve corrections, shoulder widening or total realignment: One alternative would be to bring this portion of SR-175 up to current highway standards, either by one or more major projects or a series of minor highway projects. This approach would not be consistent with the current route concept for this portion of SR-175 which is designated as "maintenance as necessary". Although these types of project alternatives were the subject of extensive studies by both the Lake County/City Planning Council and Caltrans in the late 1980's, they were determined infeasible due to cost, environmental

impacts, existing low traffic volumes and the fact that to improve the alignment would divert substantial funds from higher priority capital improvements on other routes. Projections of low traffic volumes in the future for this route also played an important part in eliminating this route for consideration for major highway improvements in the future.

2. Do Nothing: This alternative would not address the identified safety concerns or remedy the existing operational deficiencies. Currently there are numerous warning signs at either end of this segment of Route 175 advising motorists of the road conditions and recommending alternate routes. Per observations from the California Highway Patrol, these signs have not been effective.

Current Status of Proposed Project and the Process for Approval

Caltrans has performed studies to document how this segment of the route is currently utilized by vehicles with four and more axles. This information is summarized in this Initial Study which will be circulated to the public for comment. After completing the public review and comment period, a Negative Declaration will be finalized which will provide responses to any questions or concerns raised during the public review of this Initial Study. Caltrans will then request that Lake and Mendocino County prepare an ordinance restricting vehicles with four or more axles per California Vehicle Code Section 21101(c). The draft ordinance will be reviewed by the Division of Traffic Operations in Caltrans in Sacramento and, if approved, the Director of Caltrans will issue a written approval of the draft ordinance which the local agencies then execute.

At this time, Lake County has indicated a willingness to propose such an ordinance. Mendocino County has not yet officially accepted this responsibility.

AFFECTED ENVIRONMENT

Annual Average Daily Traffic (ADT) in 1993 for this portion of Route 175 was approximately 1000 to 1500 vehicles and peak month average daily traffic was just a few hundred vehicles more. Actual counts taken in October of 1993 recorded 1367 vehicles. During this count, vehicles that the proposed restriction would affect were identified and recorded. Total truck ADT was numbered at 83 or 6% of the total ADT. Of the 83 trucks, 6.9% were trucks with four axles or more. This amounts to about 6 vehicles a day or 0.4% of the total vehicle ADT.

Actual counts were taken again during July 1 - 5, 1994. Counts were taken from 6:00 am to 9:00 pm each day. Of the total 5958 vehicles recorded over the five day holiday period, 52, or 0.87% would have been impacted had the restriction on vehicles with four or more axles been in place. (See Table 1)

DISCUSSION OF ENVIRONMENTAL EVALUATION

Refer to the Environmental Significance Checklist (Exhibit D).

Since the restriction of certain vehicles will not involve any physical manipulation of the existing roadway or its environs, fish and wildlife habitat, water quality, and scenic resources would not be affected.

Restricting certain vehicles (i.e., 4+ axle vehicles) will result in some minimal amount of decreased exhaust emissions and noise levels for this stretch of SR-175 while increasing, by a negligible amount, emissions and noise on the alternate routes chosen. Because the traffic volume to be affected is so small, both the beneficial aspects of removing traffic to sensitive receptors along SR 175 and any adverse effects resulting from minimally increasing the volumes along US 101 and Routes 20 and 29 are considered nonsignificant.

It is expected that there would be some minor increase in fuel consumption resulting from those vehicles restricted from using SR-175 having to detour on a longer route, however, this would be somewhat offset because alternate routes are not as steep as Route 175.

Restricting vehicles with 4+ axles would affect a small number of recreationists (e.g., some kinds of recreational vehicles or those who are towing a two axle boat trailer or a second vehicle) who use SR-175 as a route for accessing Clear Lake. However, because of the availability of alternate routes this is not considered to be significant impact.

Route 175 is used for commercial shipping and receiving of goods, in particular, for transporting agricultural produce from the various orchards in Lake County. The CHP has reported peaks in large truck volumes in the months of August and September due to the pear and walnut harvest in the Lakeport and Kelseyville areas. This is also the time of year when the bulk of citizen complaints is received concerning automobile and large truck conflicts. Some of these transport vehicles would be affected with the proposed restriction. While utilizing alternate routes could affect shipping times and cost for those vehicles affected by the restriction, the number of vehicles potentially affected is not substantial, thus, this impact is not considered to be significant.

The Ukiah Unified School District in Mendocino County no longer provides direct school bus service for students living on the Hopland Grade. Bus service was discontinued in 1991 after the school van was involved in a sideswipe accident caused by a tractor/trailer rig crossing over the center line. Currently there is a pickup point at postmile 5.40 for students that live between postmile 5.40 and the County line at postmile 9.85.

In Lake County, school bus service on Route 175 is only provided from the junction of Routes 175 and 29 west for one and a half miles to Matthews Road. Matthews Road (at postmile 6.83) is the pickup and delivery point for students that live west of postmile 6.83 to the county line at postmile 0.00.

Currently, no transit operators service this portion of SR-175.

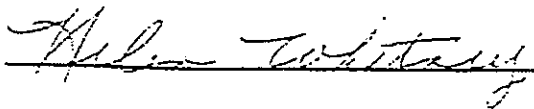
CONSULTATION AND COORDINATION

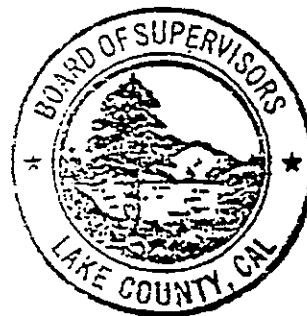
The following agencies and/or individuals were consulted regarding the proposed 4+ axle vehicle restriction on SR-175.

Mr. Kim Seidler, Lake Co. Community Development Director
Richard Knoll, City of Lakeport Community Development Director
Mendocino County Board of Supervisors
Lake County Board of Supervisors
California Highway Patrol
Ukiah Unified School District
Lakeport Transportation Office (authority providing school bus service)
Caltrans District 1
Mendocino Council of Governments (MCOG)
Lake County/Cities Area Planning Council (LC/CAPC)

DETERMINATION

On the basis of this evaluation, it has been determined that the appropriate environmental document for the proposed project is a Negative Declaration.





EXHIBITS

- A. Map of proposed limits of restriction
- B. Tractor/ Semi-Trailer Terminology
- C. Alternate Routes to Route 175
- D. Environmental Significance Checklist

TABLES

- 1. Summary Vehicle Count for SR-175 during July 1-5, 1994.

REFERENCES

"Truck Study Report" December 22, 1993 Prepared by
Caltrans District 1 Traffic Operations Branch.

"Truck Restrictions - Overview of Existing Authority and
Procedures Pertaining to Truck Restrictions" Draft
February 1994 Prepared by Caltrans Office of Permits and
Truck Studies.

LIST OF PREPARERS

The Initial Study for this proposal was written based on input provided by the staff of various branches within the Caltrans District 1 Office in Eureka. The following is a list of those individuals:

Craig Olofson, Associate Environmental Planner
Jim Graham, Chief, Traffic Operations & Electrical Branch
Russ Lee, Traffic Operations/Truck Studies
Deborah Harmon, Chief, Environmental Management Office
Cheryl Willis, Chief, Planning Division



PROPOSED HIGHWAY ROUTE TO SLIPPER CREEK

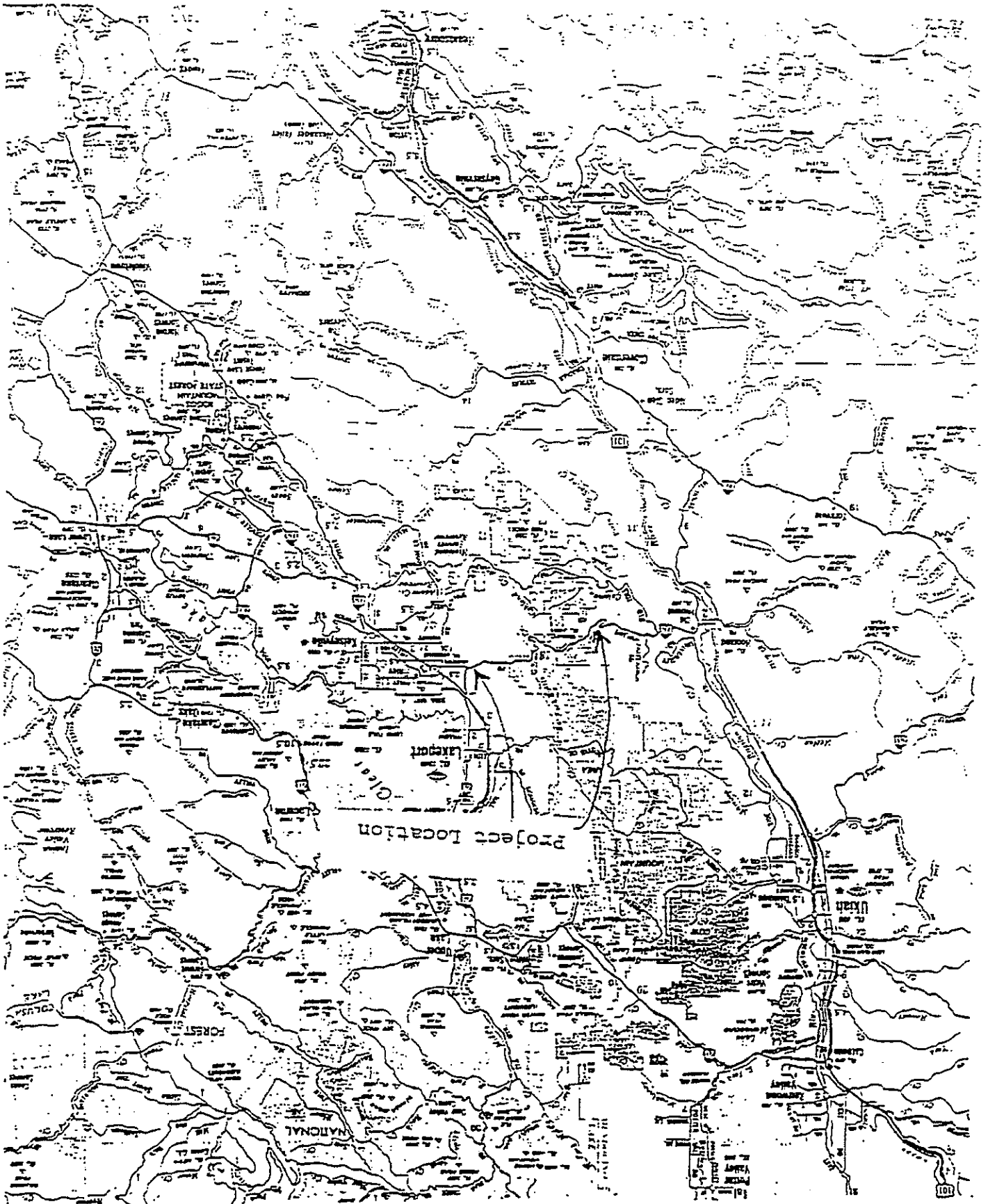


EXHIBIT B

TERMINOLOGY

TRACTOR / SEMITRAILER TERMINOLOGY

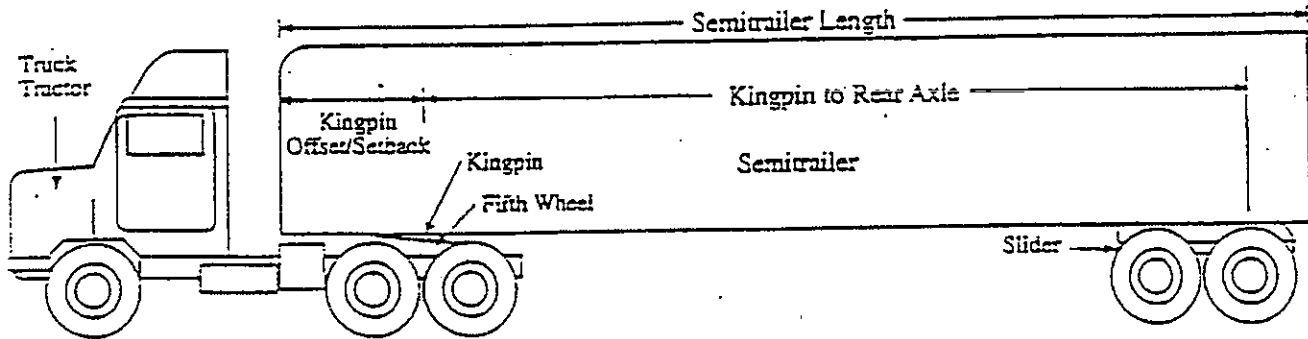
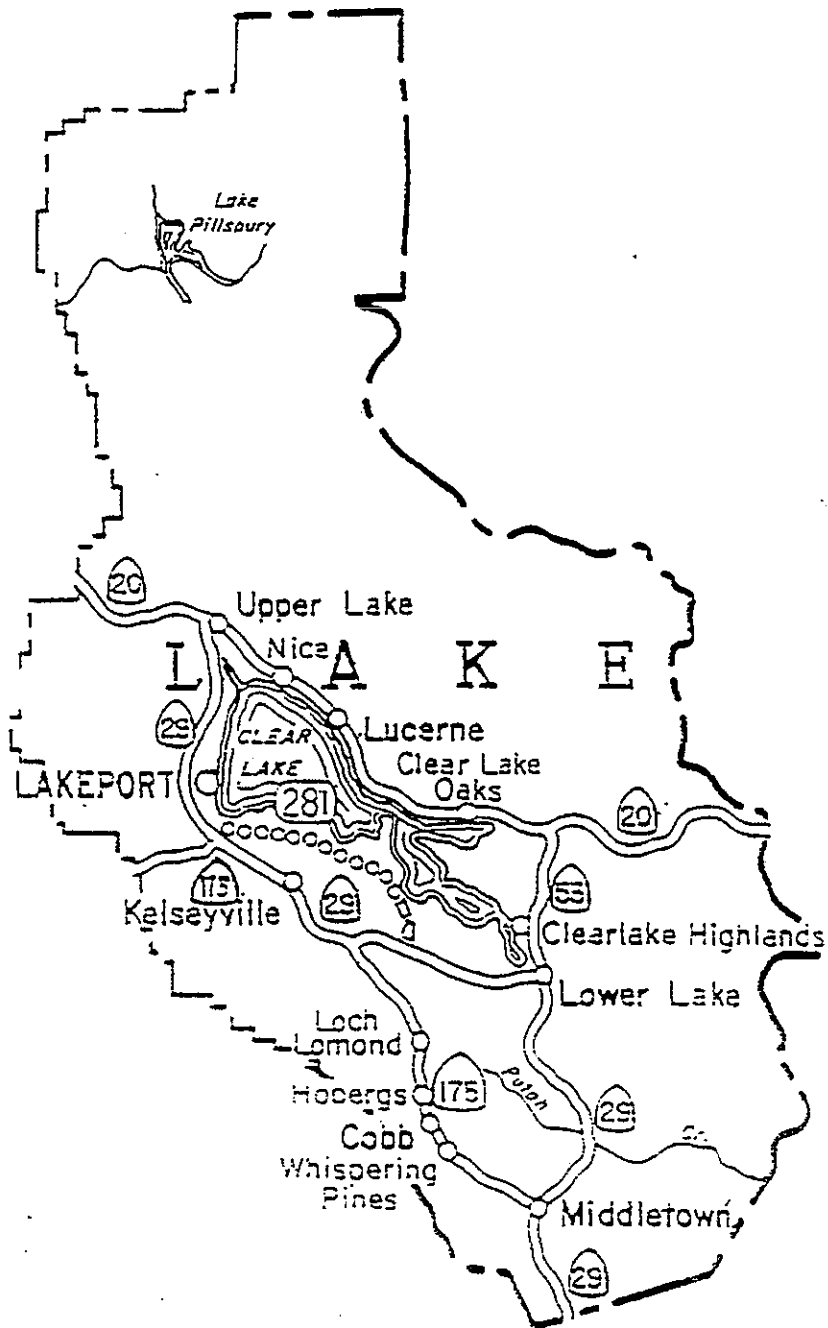


EXHIBIT C

ALTERNATE ROUTES TO SR 175



SCALE IN MILES



ENVIRONMENTAL SIGNIFICANCE CHECKLIST

This checklist was used to identify physical, biological, social and economic factors which might be impacted by the proposed project. In many cases, the background studies performed in connection with this project clearly indicate the project will not affect a particular item. A "NO" answer in the first column documents this determination. Where there is a need for clarifying discussion, an asterisk is shown next to the answer. The discussion is in the section following the checklist.

PHYSICAL—Will the proposal either directly or indirectly:	YES OR NO	IF YES, IS IT SIGNIFICANT? YES OR NO
1. Appreciably change the topography or ground surface relief features?	NO	
2. Destroy, cover, or modify any unique geologic, paleontologic, or physical features?	NO	
3. Result in unstable earth surfaces or increase the exposure of people or property to geologic or seismic hazards?	NO	
4. Result in or be affected by soil erosion or siltation (whether by water or wind)?	NO	
5. Result in the increased use of fuel or energy in large amounts or in a wasteful manner?	NO	
6. Result in an increase in the rate of use of any natural resource?	NO	
7. Result in the substantial depletion of any nonrenewable resource?	NO	
8. Violate any published Federal, State, or local standards pertaining to hazardous waste, solid waste or litter control?	NO	
9. Modify the channel of a river or stream or the bed of the ocean or any inlet or lake?	NO	
10. Encroach upon a floodplain or result in or be affected by floodwaters or tidal waves?	NO	
11. Adversely affect the quantity or quality of surface water, groundwater, or public water supply?	NO	
12. Result in the use of water in large amounts or in a wasteful manner?	NO	
13. Affect wetlands or riparian vegetation?	NO	
14. Violate or be inconsistent with Federal, State, or local water quality standards?	NO	
15. Result in changes in air movement, moisture, or temperature, or any climatic conditions?	NO	
16. Result in an increase in air pollutant emissions, adverse effects on or deterioration of ambient air quality?	NO	
17. Result in the creation of objectionable odors?	NO	
18. Violate or be inconsistent with Federal, State, or local air standards or control plans?	NO	
19. Result in an increase in noise levels or vibration for adjoining areas?	NO	
20. Result in any Federal, State, or local noise criteria being equal or exceeded?	NO	
21. Produce new light, glare, or shadows?	NO	

ENVIRONMENTAL SIGNIFICANCE CHECKLIST (Cont.)

BIOLOGICAL—Will the proposal result in (either directly or indirectly):	YES OR NO	IF YES, IS IT SIGNIFICANT? YES OR NO
22. Change in the diversity of species or number of any species of plants (including trees, shrubs, grass, microflora, and aquatic plants)?	NO	1
23. Reduction of the numbers of or encroachment upon the critical habitat of any unique, threatened or endangered species of plants?	NO	
24. Introduction of new species of plants into an area, or result in a barrier to the normal replenishment of existing species?	NO	
25. Reduction in acreage of any agricultural crop or commercial timber stand, or affect prime, unique, or other farmland of State or local importance?	NO	
26. Removal or deterioration of existing fish or wildlife habitat?	NO	
27. Change in the diversity of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms, insects or microfauna)?	NO	
28. Reduction of the numbers of or encroachment upon the critical habitat of any unique, threatened or endangered species of animals?	NO	
29. Introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals?	NO	
SOCIAL AND ECONOMIC—Will the proposal directly or indirectly:		
30. Cause disruption of orderly planned development?	NO	
31. Be inconsistent with any elements of adopted community plans, policies or goals?	NO	
32. Be inconsistent with a Coastal Zone Management Plan?	NO	
33. Affect the location, distribution, density, or growth rate of the human population of an area?	NO	
34. Affect life-styles, or neighborhood character or stability?	NO	
35. Affect minority, elderly, handicapped, transit-dependant, or other specific interest groups?	NO	NO
36. Divide or disrupt an established community?	NO	
37. Affect existing housing, require the acquisition of residential improvements or the displacement of people or create a demand for additional housing?	NO	
38. Affect employment, industry or commerce, or require the displacement of businesses or farms?	NO	NO
39. Affect property values or the local tax base?	NO	
40. Affect any community facilities (including medical, educational, scientific, recreational, or religious institutions, ceremonial sites or sacred shrines)?	NO	
41. Affect public utilities, or police, fire, emergency or other public services?	NO	
42. Have substantial impact on existing transportation systems or alter present patterns of circulation or movement of people and/or goods?	NO	NO

ENVIRONMENTAL SIGNIFICANCE CHECKLIST (Cont.)

	YES OR NO	IF YES, IS IT SIGNIFICANT? YES OR NO
43. Generate additional traffic?	NO	
44. Affect or be affected by existing parking facilities or result in demand for new parking?	NO	
45. Involve a substantial risk of an explosion or the release of hazardous substances in the event of an accident or otherwise adversely affect overall public safety?	NO	
46. Result in alterations to waterborne, rail or air traffic?	NO	
47. Support large commercial or residential development?	NO	
48. Affect a significant archaeological or historic site, structure, object, or building?	NO	
49. Affect wild or scenic rivers or natural landmarks?	NO	
50. Affect any scenic resources or result in the obstruction of any scenic vista or view open to the public, or creation of an aesthetically offensive site open to public view?	NO	
51. Result in substantial impacts associated with construction activities (e.g., noise, dust, temporary drainage, traffic detours and temporary access, etc.)?	NO	
52. Result in the use of any publicly-owned land from a park, recreation area, or wildlife and waterfowl refuges?	NO	

MANDATORY FINDINGS OF SIGNIFICANCE

53. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	NO	
54. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time while long-term impacts will endure well into the future.)	NO	
55. Does the project have environmental effects which are individually limited, but cumulatively considerable? Cumulatively considerable means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. It includes the effects of other projects which interact with this project and, together, are considerable.	NO	
56. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	NO	

TABLE 1

SUMMARY

TRUCK AND RV SURVEY-01 MEN, LAK-175-MEN 5.40/LAK R8.19

HOURS: FROM 0600 TO 2100 STARTING JULY 1, 1994 AND ENDING JULY 5, 1994

TYPE OF VEHICLE	VEHICLE NUMBERS		TOTAL	PERCENT
	WB	EB		
CARS, PICKUPS, VANS, ETC..	2660	2927	5587	93.77%
CARS, PICKUPS, VANS, ETC. W/TRAILER				
BOAT TRAILER				
1-AXLE	42	49	91	1.53%
2-AXLE	15	20	35	0.59%
RV TRAILER				
1-AXLE	4	8	12	0.20%
2-AXLE	1		1	0.02%
UTILITY TRAILER				
1-AXLE	15	15	30	0.50%
2-AXLE	3	5	8	0.13%
HORSE TRAILER				
2-AXLE	5	2	7	0.12%
TRUCKS, LARGE 2-AXLE VANS, FLATBEDS	31	31	62	1.04%
TRACTOR/TRAILER				
3-AXLE	1		1	0.02%
4-AXLE+		1	1	0.02%
MOTORHOME, SMALL (24' OR LESS)	3	10	13	0.22%
MOTORHOME, SMALL W/TRAILER				
1-AXLE		3	3	0.05%
MOTORHOME, LARGE (OVER 24')	5	3	8	0.13%
MOTORCYCLE	52	49	101	1.70%
BICYCLE	5	7	12	0.20%
TOTALS	2842	3130	5958	100.00%

Note: Of the 5,958 vehicles counted, 52 or 0.87% would have been impacted had there been a 4 axle + restriction in effect during the times of the survey.

ATTACHMENT #3

Caltrans 175 Initial Study

List of Agencies/Persons Contacted/Notified

1. Lake County Agricultural Commissioner
2. Mendocino County Agricultural Commissioner
3. Caltrans
4. Lake County Department of Public Works
5. Mendocino County Department of Public Works
6. California Highway Patrol - Ukiah and Kelseyville Offices
7. Mendocino Council of Governments
8. Lake County/City Area Planning Council
9. Lake County Traffic Advisory Committee
10. City of Lakeport
11. All property owners (145) within 700 feet of both sides of highway, both counties.
12. California Trucking Association

TRUCK RESTRICTION REPORT CHECKLIST

Approval of restriction requests is contingent upon a complete identification and documentation of impacts on highway safety, structural integrity, environment and operational efficiency. Some items may not apply. This checklist is a guide only.

I. COVER

_____ The document cover clearly states the Caltrans District, County, Route and postmile limits of the proposal. Any proposed local ordinance or resolution number should also be placed on the cover.

II. PROPOSAL STATEMENT

_____ The proposed restriction and references to specific codes, regulations and any local ordinances or resolutions are clearly presented in the proposal statement. If exemptions to general rules apply; cite appropriate statutory law or regulations.

III. JUSTIFICATION FOR THE PROPOSAL

Justification depends on rationale: safety, hazardous materials, bridge weight limit, construction zones, seasonal operation, etc.

_____ Analyses of present and future safety, operational (capacity, geometrics) and/or structural adequacy supporting the restriction. A description of existing versus proposed conditions. Include supporting data tables, maps and/or photographs.

_____ List of alternatives considered, e.g. truck advisory, restriction of 39-foot vehicles, or restriction of all trucks over a certain gross weight. Statement of the proposed restriction selected.

_____ Analysis of environmental considerations for the restriction proposal with an explanation of impacts and mitigation measures.

_____ Existing and future land use plans.

_____ Analysis of the impact on interstate and intrastate commerce. Analysis of the economic impact on communities, shippers and trucking companies due to increased travel distances.

_____ Analysis and recommendations of any alternative routes that can safely accommodate any California legal commercial motor vehicles and serve the proposed restriction area.

_____ Evidence of consultation with the local or adjoining state governments affected by the proposed restriction.

_____ Results of any public hearings.

IV. APPENDICES

_____ Copies of any draft local restriction ordinances or resolutions.

_____ Copies of any supportive correspondence or documents for the restriction.

_____ Minutes of public hearings (audio or videocassette tape).

VEHICLE CODE - VEH

DIVISION 11. RULES OF THE ROAD [21000 - 23336]

(Division 11 enacted by Stats. 1959, Ch. 3.)

CHAPTER 1. Obedience to and Effect of Traffic Laws [21000 - 21282]

(Chapter 1 enacted by Stats. 1959, Ch. 3.)

ARTICLE 3. Local Regulation [21100 - 21117]

(Article 3 enacted by Stats. 1959, Ch. 3.)

21101.

Local authorities, for those highways under their jurisdiction, may adopt rules and regulations by ordinance or resolution on the following matters:

(a) Closing any highway to vehicular traffic when, in the opinion of the legislative body having jurisdiction, the highway is either of the following:

(1) No longer needed for vehicular traffic.

(2) The closure is in the interests of public safety and all of the following conditions and requirements are met:

(A) The street proposed for closure is located in a county with a population of 6,000,000 or more.

(B) The street has an unsafe volume of traffic and a significant incidence of crime.

(C) The affected local authority conducts a public hearing on the proposed street closure.

(D) Notice of the hearing is provided to residents and owners of property adjacent to the street proposed for closure.

(E) The local authority makes a finding that closure of the street likely would result in a reduced rate of crime.

(b) Designating any highway as a through highway and requiring that all vehicles observe official traffic control devices before entering or crossing the highway or designating any intersection as a stop intersection and requiring all vehicles to stop at one or more entrances to the intersection.

(c) Prohibiting the use of particular highways by certain vehicles, except as otherwise provided by the Public Utilities Commission pursuant to Article 2 (commencing with Section 1031) of Chapter 5 of Part 1 of Division 1 of the Public Utilities Code.

(d) Closing particular streets during regular school hours for the purpose of conducting automobile driver training programs in the secondary schools and colleges of this state.

(e) Temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by

resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

(f) Prohibiting entry to, or exit from, or both, from any street by means of islands, curbs, traffic barriers, or other roadway design features to implement the circulation element of a general plan adopted pursuant to Article 6 (commencing with Section 65350) of Chapter 3 of Division 1 of Title 7 of the Government Code. The rules and regulations authorized by this subdivision shall be consistent with the responsibility of local government to provide for the health and safety of its citizens.

VEHICLE CODE - VEH

DIVISION 15. SIZE, WEIGHT, AND LOAD [35000 - 35796]

(Division 15 enacted by Stats. 1959, Ch. 3.)

CHAPTER 5. Weight [35550 - 35796]

(Chapter 5 enacted by Stats. 1959, Ch. 3.)

ARTICLE 4. Local Authorities [35700 - 35722]

(Article 4 enacted by Stats. 1959, Ch. 3.)

35701.

(a) Any city, or county for a residence district, may, by ordinance, prohibit the use of a street by any commercial vehicle or by any vehicle exceeding a maximum gross weight limit, except with respect to any vehicle which is subject to Sections 1031 to 1036, inclusive, of the Public Utilities Code, and except with respect to vehicles used for the collection and transportation of garbage, rubbish, or refuse using traditionally used routes in San Diego County when the solid waste management plan prepared under Section 66780.1 of the Government Code is amended to designate each traditionally used route used for the purpose of transporting garbage, rubbish, or refuse which intersects with a local or regional arterial circulation route contained within a city or county's traffic circulation element and which provides access to a solid waste disposal site.

(b) The ordinance shall not be effective until appropriate signs are erected indicating either the streets affected by the ordinance or the streets not affected, as the local authority determines will best serve to give notice of the ordinance.

(c) No ordinance adopted pursuant to this section after November 10, 1969, shall apply to any state highway which is included in the National System of Interstate and Defense Highways, except an ordinance which has been approved by a two-thirds vote of the California Transportation Commission.

(d) The solid waste management plan prepared under Section 66780.1 of the Government Code by San Diego County may designate the traditionally used routes.

(e) "Traditionally used route," for purposes of this section, means any street used for a period of one year or more as access to or from a solid waste disposal site.

VEHICLE CODE - VEH

DIVISION 15. SIZE, WEIGHT, AND LOAD [35000 - 35796]

(Division 15 enacted by Stats. 1959, Ch. 3.)

CHAPTER 5. Weight [35550 - 35796]

(Chapter 5 enacted by Stats. 1959, Ch. 3.)

ARTICLE 4. Local Authorities [35700 - 35722]

(Article 4 enacted by Stats. 1959, Ch. 3.)

35702.

No ordinance proposed under Section 35701 is effective with respect to any highway which is not under the exclusive jurisdiction of the local authority enacting the ordinance, or, in the case of any state highway, until the ordinance has been submitted by the governing body of the local authority to, and approved in writing by, the Department of Transportation. In submitting a proposed ordinance to the department for approval, the governing body of the local authority shall designate therein, an alternate route for the use of vehicles, which route shall remain unrestricted by any local regulation as to weight limits or types of vehicles so long as the ordinance proposed shall remain in effect. The approval of the proposed ordinance by the Department of Transportation shall constitute an approval by it of the alternate route so designated.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: Community Development Department

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Scott Burns

SUBJECT Reappointment of Mono Basin
Regional Planning Advisory
Committee Members

AGENDA DESCRIPTION:

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

Consider reappointment of six members to the Mono Basin Regional Planning Advisory Committee.

RECOMMENDED ACTION:

Reappoint Katie Bellomo, Zane Davis, Duncan King, Chris Lizza, Ilene Mandelbaum, and Bartshe Miller to the Mono Basin Regional Planning Advisory Committee. These are two year terms that will expire on 12/31/2015.

FISCAL IMPACT:

No Impact.

CONTACT NAME: Scott Burns

PHONE/EMAIL: 760.924.1807 / sburns@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

History

Time

Who

Approval

12/29/2014 8:49 AM	County Administrative Office	Yes
12/31/2014 9:16 AM	County Counsel	Yes
12/29/2014 12:23 PM	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

January 6, 2015

To: Mono County Board of Supervisors
From: Scott Burns for Supervisor Tim Alpers, District 3
Subject: Reappointment of Mono Basin Regional Planning Advisory Committee Members (Consent Item)

Recommendation

Consider reappointment of six members to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers.

Fiscal Impact

No fiscal impact expected.

Discussion

Supervisor Alpers, District 3, requests Board consideration of the following recommendation for membership / term for the Mono Basin Regional Planning Advisory Committee (11 member total).

Current members recommended for appointment:	Terms to Expire (all two-year terms):
Katie Bellomo	12-31-16
Zane Davis	12-31-16
Duncan King	12-31-16
Chris Lizza	12-31-16
Ilene Mandelbaum	12-31-16
Bartshe Miller	12-31-16
Other existing members (for information):	
Lisa Cutting	12-31-15
Tim Hansen	12-31-15
Mark Logan	12-31-15
Paul McFarland	12-31-15
Margy Verba	12-31-15

If you have any questions regarding this item, please contact Supervisor Alpers or Scott Burns at 924-1807.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: Public Works / Solid Waste Division

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

PERSONS APPEARING BEFORE THE BOARD Tony Dublino

SUBJECT Pumice Valley Landfill Purchase Agreement with Los Angeles Department of Water and Power

AGENDA DESCRIPTION:

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

Proposed resolution authorizing the Chairman to enter, on behalf of Mono County, a Purchase Agreement with the Los Angeles Department of Water and Power to Purchase the Pumice Valley Landfill site.

RECOMMENDED ACTION:

Approve Resolution #r14-_____, authorizing the Chairman to enter, on behalf of Mono County, a Purchase Agreement with the Los Angeles Department of Water and Power for the purchase of the Pumice Valley Landfill, approving the CEQA Addendum and findings, authorizing the Director of Public Works to accept Title, and authorizing the Solid Waste Superintendent to sign a declaration relating to the property. Amend the 2014-15 Board Approved Solid Waste budget to decrease appropriation in Operating Transfers out by \$51,500 and increase appropriation in Land and Improvements by \$51,500 with no net effect to total expenditures (4/5ths vote required). Amend the 2014-15 Board Approved Solid Waste budget to decrease appropriation in Operating Transfers out by \$51,500 and increase appropriation in Land and Improvements by \$51,500 with no net effect to total expenditures (4/5ths vote required).

FISCAL IMPACT:

There will be sufficient appropriation in the solid waste budget for this purchase if the recommended aciton is approved.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 932 5453 / tdublino@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](#)
- [Draft Resolution](#)
- [CEQA Addendum](#)
- [CDD Determination](#)
- [Purchase Agreement](#)

History

Time	Who	Approval
12/29/2014 8:48 AM	County Administrative Office	Yes
12/29/2014 12:31 PM	County Counsel	Yes
12/30/2014 3:48 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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: January 6, 2015
To: Honorable Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Purchase of the Pumice Valley Landfill Site from LADWP

Recommended Action: Approve Resolution authorizing the Chairman to enter, on behalf of Mono County, a Purchase Agreement with the Los Angeles Department of Water and Power for the purchase of the Pumice Valley Landfill, approving the CEQA Addendum and findings, authorizing the Director of Public Works to accept Title, and authorizing the Solid Waste Superintendent to sign a declaration relating to the property.

Amend the 2014-15 Board Approved Solid Waste budget to decrease appropriation in Operating Transfers out by \$51,500 and increase appropriation in Land and Improvements by \$51,500 with no net effect to total expenditures (4/5ths vote required).

Fiscal Impact: \$51,500 from the Solid Waste Enterprise Fund

History/Background: The 40-acre Pumice Valley Landfill has been operated by Mono County since the early 70's. The current Solid Waste Facility Permit for the site was issued in 1978. Since that time, the County has drafted several versions of Joint Technical Documents (JTD) describing the facility, operations and closure plans, in accordance with the advancing regulatory requirements of the State. Although these documents have been widely distributed to CalRecycle and other State agencies, they have never been officially adopted and an updated permit has never been issued. The primary reason has been the inability to obtain LADWP approval (and requisite signature) of the various JTDs.

The most recent JTD was drafted in 2004, in conjunction with a re-designation of the property to Public Facilities and Use Permit for the landfill operations. An environmental review was conducted for those actions, they were approved and completed in 2005, but the JTD and related permit was never issued because LADWP refused to sign the permit application.

By 2012, CalRecycle had been requesting the permit to be updated for 20 years and demanded the County and LADWP resolve their differences or face penalties. During the ensuing discussions, LADWP offered to sell the property to the County. The parties agreed to jointly fund a process that would map the property, provide an environmental review of the property and value the property so a Purchase Agreement could be duly negotiated.

That work has since been completed, and the Board has negotiated various tenets of a Purchase Agreement in closed session throughout 2014. In early December of 2014, LADWP had drafted a Purchase Agreement for the Board's consideration.

In anticipation of the Board considering this purchase, Public Notice was made three times in both newspapers of public record in the County. These notices were published during the months of November and December, 2014. As of the drafting of this staff report, no comments about the proposed acquisition have been received.

A Supplemental Environmental Impact Report was prepared for the Pumice Valley Landfill in 2005. An Addendum to that Report has been prepared, and finds that the acquisition will not expand or otherwise change the environmental impacts analyzed in 2005.

Discussion: The acquisition of the Pumice Valley Landfill presents an opportunity for the County to acquire an already disturbed and useful piece of property from LADWP at a reasonable price. It would allow the County to meet state permitting obligations based on the County's planning and needs, and would provide valuable flexibility to the County's waste management assets.

It appears that DWP's primary goal in selling the property is to shift future environmental liability to the County. By selling the property, DWP would no longer be a potential responsible party (PRP) for contamination that occurs after their sale of the property. The Purchase Agreement includes defense and indemnification requirements on the County for pollution-related claims. Because such requirements exist in the current LADWP lease for the landfill site at Benton Crossing, and are expected to be a part of any lease at Pumice Valley should this sale not occur, there does not appear to be greater liability associated with the language appearing in a Purchase Agreement versus a lease.

The acquisition of the Pumice Valley Landfill site, and the ability to plan the future of the site based on County needs, provides important long-term options. As the Benton Crossing Landfill nears closure, solid waste management in Mono County will transition. The County does not expect to replace the Benton Crossing Landfill with a similar landfill at Pumice Valley, and is not currently planning additional facilities at the site. Nonetheless, there will be a need for replacement infrastructure in the future. This might include a long-haul transfer station, a recycling center that processes construction and demolition waste and wood waste, a composting facility, or sludge management. Any of these developments would require their own CEQA analysis, and this acquisition would not commit the County to developing any such infrastructure at this site, but it would provide an already disturbed and central location where such services, infrastructure and jobs could be considered in the future.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent



RESOLUTION NO. R15-___

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING
AN ADDENDUM TO THE MONO COUNTY GENERAL PLAN
LAND USE AMENDMENTS FINAL EIR, APPROVING
AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY
FOR THE PUMICE VALLEY LANDFILL, AND
AUTHORIZING THE SOLID WASTE SUPERINTENDANT TO
ACCEPT AND CONSENT TO RECORDATION
OF THE DOCUMENT TRANSFERRING TITLE
AND TO SIGN AN ENVIRONMENTAL DISCLOSURE
RELATING TO THE COUNTY'S USE OF THE PROPERTY.**

WHEREAS, in 1972 the County went through a process to site a landfill in the Mono Basin. The selected site was on Los Angeles Department of Water and Power (LADWP) property, and became known as the Pumice Valley Landfill. The current permit for the site dates back to 1978, and the County has been engaged in a process of updating that permit for over 20 years.

WHEREAS, LADWP has refused to consent to the County's plans for the site, which was analyzed under CEQA and approved by the County in 2005, but the parties have reached an agreement that would allow for the sale of the property to the County;

WHEREAS, County ownership of the Pumice Valley Landfill will allow the current permitting effort to move forward, and will provide for flexibility to meet the County's future waste management needs;

WHEREAS, the County approved a Supplemental EIR for the landfill permit in 2005, and an Addendum to that document has been prepared for the transfer of ownership;

WHEREAS, the Community Development Department has determined that the location, purpose, and extent of the proposed acquisition is in conformity with the General Plan.

WHEREAS, public notices have been published for 3 consecutive weeks in both Mono County papers of record;

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 the transfer of title of the Pumice Valley Landfill site, as described in the Purchase Agreement, from LADWP to Mono County;

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

SECTION ONE: The Board has considered the Addendum to the Mono County General Plan Land Use Amendments Final Environmental Impact Report and approves said Addendum as providing the appropriate and required level of environmental review pursuant to CEQA; and

SECTION TWO: The Agreement of Purchase and Sale of Real Property between the Los Angeles Department of Water and Power and the County of Mono for the Pumice Valley Landfill and access easement, including Exhibit C is hereby approved. The Chair shall execute said Agreement and the Solid Waste Superintendant shall execute Exhibit C to said Agreement.

SECTION THREE: The Director of Public Works is hereby authorized to accept and consent to the recordation of the document transferring title to the Pumice Valley Landfill and easement, as set forth in the Agreement of Purchase and Sale and subject to and upon satisfaction, approval, or waiver of any conditions or contingencies set forth therein.

PASSED, APPROVED and ADOPTED this 6th day of January, 2014, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

XXXXXX, Chair
Mono County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel

**Addendum to the
Mono County
General Plan Land Use Amendments
Final Environmental Impact Report
(FEIR)**

SCH #981220126 & #2004082091

**Prepared in conjunction with the
Transfer of Ownership of the
Pumice Valley Landfill**

**Prepared by:
Mono County Department of Public Works**



December, 2014

Table of Contents

Executive Summary
Addendum Determination
The Approved 2005 Project
2014 Project Description
New Information
Environmental Analysis
Findings
References

Executive Summary

Mono County is seeking to acquire approximately 50 acres of land currently occupied by the Pumice Valley Landfill from the Los Angeles Department of Water and Power. The County has operated a landfill at the site since the 1970's. The property is located within Mono County approximately 5 miles southeast of Lee Vining in the Mono Basin.

The County contemplated an amendment to the Solid Waste Facility Permit for the site in 2004, when a Supplement to the Mono County General Plan Land Use Amendment Final EIR (certified in 2005) was prepared, performing CEQA analysis for current and planned uses at the site, including a General Plan Amendment, a Use Permit, and a revision to the Solid Waste Facility Permit (SWFP) for the site. Both the General Plan Amendment and Use Permit were approved in 2005 but the SWFP was never revised. The 2005 Supplement analyzed several activities in addition to proposed landfill operations and design, including the installation of landfill gas monitoring wells, vents, drainage facilities, and retention basins. Some of those activities have since occurred, and some have not.

Had a transfer of ownership from LADWP to the County been analyzed in the 2005 Supplement, there would be no cause for further CEQA review. Because of the proposed change of ownership, however, it has been determined that an Addendum should be prepared to describe this change.

Addendum Determination

Mono County has determined that an Addendum to the previously certified EIR is the appropriate level of environmental review under CEQA. It should be noted that the Addendum is being proposed to the General Plan Land Use Amendment EIR, which was supplemented by a project-specific analysis of the Pumice Valley Landfill in 2005. This Addendum specifically addresses the 2005 Supplement, although it is technically an Addendum to the General Plan Land Use EIRs.

An Addendum is appropriate because:

CEQA 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."

None of the conditions described in section 15162 have occurred.

Section 15162 provides for the preparation of a subsequent EIR where:

- (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 effects;
- (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 or the negative declaration was adopted, 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 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 proponent declines to adopt the mitigation measure or alternative.

Since the 2005 certification of the Supplement, none of the above has occurred. There are, however, minor changes to the environmental setting. As discussed below, none of these changes constitute a “substantial” or “significant” change or “new information” as expressed in section 15162, and an Addendum is the appropriate document to fulfill lead agency requirements under CEQA.

The Approved 2005 Project

Original Project Description from 2005 Supplement:

(notes in parentheses indicate changes, and project components already completed)

PROJECT DESCRIPTION

Pumice Valley Landfill currently operates on 40 acres of land leased from the Los Angeles Department of Water and Power (LADWP). Mono County, the landfill operator, proposes to expand the property boundaries by approximately 10 acres located to the east of the current boundaries **(and also acquire ownership of the property)**. The proposed expansion area is located on land owned by LADWP that is currently designated Open Space (OS).

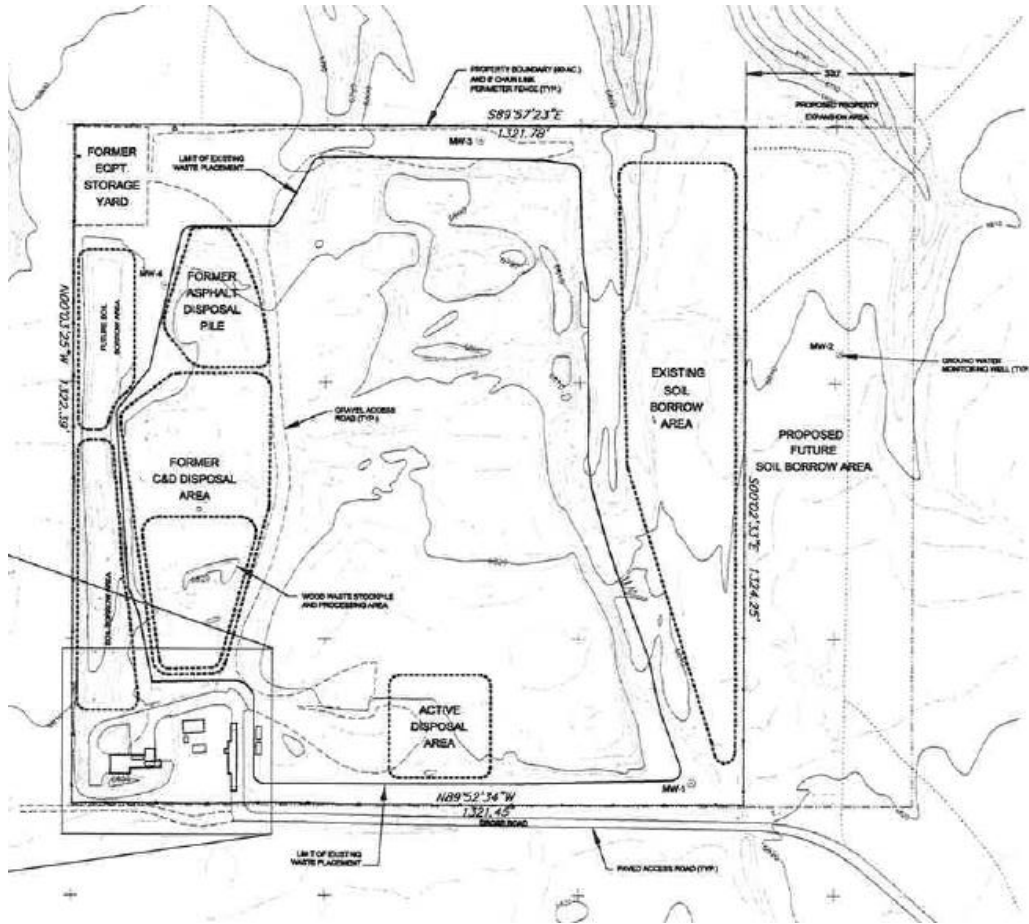
The landfill site is designated Public and Quasi-Public Facilities (PF). General Plan Amendment 04-04 would redesignate the proposed expansion area from Open Space (OS) to Public and Quasi-Public Facilities (PF). *(This redesignation has occurred)*

The Public and Quasi-Public Facilities (PF) land use designation permits solid waste facilities, landfills, and household hazardous waste facilities, subject to Use Permit. Use Permit Application #34-04-09 addresses the following proposed activities for the landfill: *(This Use Permit has been issued)*

1. Property expansion to the east will provide sufficient soil borrow resources to meet daily, intermediate, and final cover soil needs for the remainder of the facility's life.
2. The proposed design for the final landfill configuration consists of vertical fill over the existing waste footprint and does not propose lateral expansion beyond the limits of the existing waste footprint. The existing waste footprint encompasses approximately 23.9 *(refined to 23.6 acres)* acres of unlined disposal area. The approved 1995 closure plan includes perimeter slope heights ranging between 12 and 21 feet above surrounding grades; the proposed design includes perimeter slope heights ranging between 12 and 42 feet. The approved capacity for Pumice Valley Landfill is currently 347,112 cubic yards of waste and cover soil; the proposed design results in an estimated site capacity of 701,410 cubic yards for waste and cover soil. The proposed total airspace capacity, including in place waste, cover soil, and final cover, is 818,840 cubic yards.
3. Construction activities proposed include construction of drainage facilities and storm water retention basins during the operational life of the landfill and the installation of landfill gas vents and landfill gas monitoring wells upon facility closure to supplement the existing environmental monitoring network. *(the Landfill Gas Monitoring wells have been installed)*
4. Operational activities at the landfill include: 1) the use of state-approved alternative daily cover methods such as synthetic tarps, wood chips, and spray-applied cementitious products; 2) the implementation of an alternative frequency of cover placed in the construction and demolition waste management unit; and, 3) the collection and temporary storage of household hazardous wastes removed from customer loads as part of the load-checking program.
5. The parcel upon which Pumice Valley Landfill is located includes a separately-permitted transfer station owned by Mono County. Waste collected at the Pumice Valley Transfer Station is currently transferred to Benton Crossing Landfill for disposal while on-site disposal is limited to inert debris and construction and demolition waste. Benton Crossing Landfill is projected to reach its site capacity in late 2023. At that time, Pumice Valley Landfill may be utilized as Mono County's regional landfill. In that scenario, waste currently accepted at Benton Crossing Landfill would be diverted to Pumice Valley Landfill through 2028, including all hazardous waste and separated waste (tires, appliances, etc.). The planned use of Pumice Valley Landfill as a regional landfill is intended to account for unforeseen circumstances in the event an alternative for future waste disposal is not identified, permitted, and implemented in the time necessary.

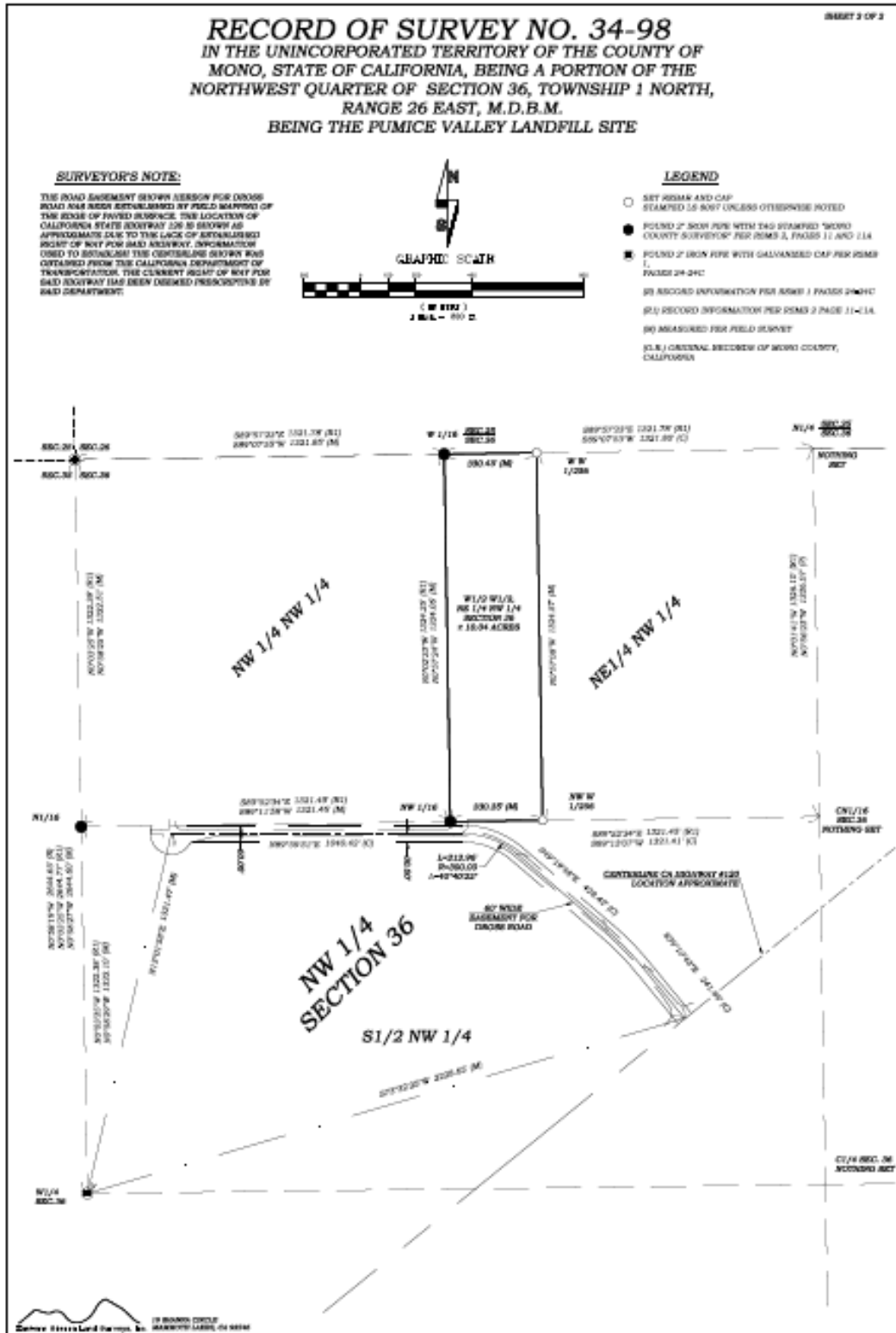
Pumice Valley Landfill currently operates under Solid Waste Facility Permit No. 26-AA-0003, issued in July 1978. The County has applied for a revised Solid Waste Facility Permit (SWFP) that would allow for the waste disposal rates identified in the Report of Disposal Site Information (RDSI) for Pumice Valley Landfill.

2005 Site Plan



2014 Project Description

The current project is to adjust the property boundaries to a singular 50 acre parcel, to transfer ownership of the 50 acre parcel and issue an easement for the access road (Dross Road) from current property owner LADWP to the operator, Mono County.



Environmental Analysis

In consideration of the project and new information, review and analysis of the following issues is provided:

- 1. Change of Ownership**
- 2. Recent Fire and potential impacts**
- 3. CNDDDB Review**

1. Change of Ownership

The proposed change of ownership from LADWP to Mono County does not cause a change in the physical environment. Operations at the current landfill will not change as a result of the change in ownership, nor will the change in ownership provide new entitlements, approvals, or otherwise affect the County's permitted authorities on the site. Specifically, a change in ownership of the site does not entitle the County to engage in any additional activities beyond what is currently permitted for the site. Should the County decide to pursue the 2005 project in its entirety, the County would face the same permitting requirements as it does under LADWP ownership. A change in ownership would affect the legal status of the parties and how title is held, but does not cause a change in the physical environment on the site.

The County's current operation is subject to a lease agreement with LADWP, which would be rendered null and void by this transaction. The County's operations at the site are governed by the lease, but the lease itself does not place significant restrictions on physical operations at the site that are not imposed by other permits and regulations. In the lease, the Designated Use is listed generically as "a public dump site." In the "Special Provisions" (A-E) of the lease, the County is required to comply with regulations of Lahontan Regional Water Quality Control Board, is required to maintain litter fencing, required to clean off-site debris that originates from the dump, establishes burning restrictions, and requires the County to pay for any cleanup that LADWP is forced to perform due to the improper operation of the dump site. Each of these provisions are redundant with agency regulations on the site, so the removal of the lease does not remove these obligations.

The change in ownership will not cause a change in the physical environment. It will not change the currently permitted entitlements on the site, and therefore is considered to be non-significant in regards to environmental impacts.

2. Mono Pumice Flat Fire

There was a fire near the landfill that burned west of the Mono Craters in an area referred to as the Mono Pumice Flat. This area was represented in the 2005 document (telemetry data) as sage grouse winter range. An effort was made to obtain recent telemetry data from sage grouse in the vicinity to establish whether the fire had caused the birds to relocate closer to the landfill. The result of this effort was not definitive, because winter telemetry data was not available and therefore direct comparisons were not possible. Anecdotal observations suggest the fire did not burn the area where sage grouse had been wintering in 2005, and the fire's proximity to that winter habitat did not significantly alter their location or migratory patterns (Nelson 2011; Tebbenkamp 2011).

There was no information found that would suggest the fire produced an environmental condition that would be impacted by a change in ownership, and therefore is considered to be non-significant in regards to the proposed project.

1. CNDDDB Review

A review of the CNDDDB did not show any new special status species occurring within the landfill site since 2005.

The change in ownership of the 50-acre site will not cause a physical change in the environment. The CNDDDB does not show occurrences of special status species on the site, and therefore it is believed the project will have no impact on special status species on the project site, or in the vicinity.

References

Department of Fish and Game. California Natural Diversity Database Spotted Owl Viewer, accessed 12/17/2014.

Mono County. Supplement to the Mono County General Plan Land Use Amendments Final Environmental Impact Report, December 2004

Nelson, Steve. Department of Fish and Game Biologist, personal communication regarding sage grouse, June 2011.

Tebbenkamp, Joel. Graduate Research Assistant University of Idaho, Fish and Wildlife Resources, email communications regarding sage grouse, June 2011.

Mono County Community Development Department

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

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

December 11, 2014

Tony Dublino, Solid Waste Superintendent
Mono County Public Works Department
PO Box 8
Bridgeport, CA 93517

RE: PUMICE VALLEY LANDFILL ACQUISITION

Dear Tony:

Upon review of the proposed acquisition, its purpose, location and extent, we find the proposed change in ownership of the 50 acre landfill site is consistent with the Mono County General Plan. The General Plan designation for the site is PF, Public and Quasi-Public Facilities, and this designation permits solid waste facilities, landfills, and household hazardous waste facilities subject to use permit; a use permit (CUP #34-04-09) has been issued for the existing facility and contemplated use. The proposed acquisition and public use is also consistent with General Plan policies, including applicable goals and objectives of the Land Use, Conservation/Open Space, and Hazardous Waste Management Elements.

Please give me a call at 760.924.1807 if you have any questions concerning this determination.

Sincerely,



Scott Burns
Director

AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

ARTICLE 1

1. Parties

- 1.1. This Agreement of Purchase and Sale of Real Property and Escrow Instructions (the "Agreement"), dated December 5, 2014, is entered into by and between the COUNTY OF MONO, as Buyer ("Buyer"), and the CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER, as Seller ("Seller").

ARTICLE 2

2. Recitals

- 2.1. Seller is the owner of real property located in the County of Mono, State of California, identified as Assessor's Parcel Number 021-130-39 and a portion of 021-130-40 consisting of approximately 50 acres and further described according to the legal description set forth on *Exhibit A*, attached hereto and incorporated by this reference (the "Property").
- 2.2. Buyer has leased this Property for approximately thirty-nine years and is the only known tenant or lessee of this Property.
- 2.3. Buyer has operated a landfill on this Property during its entire tenancy.
- 2.4. Seller has a duty to protect the groundwater beneath, near, and surrounding the Property and will retain all water, oil and mineral rights to the Property.
- 2.5. The Property is being sold without water rights or current water service.
- 2.6. Buyer has a duty to protect and safeguard the environment and public health and safety as a government agency.
- 2.7. Buyer intends to continue to operate the current landfill.
- 2.8. The Property is improved by a portable guard house, an in-ground truck weight scale, and a concrete trash loading area. All improvements, appurtenances, and related personal and intangible property are the property of the Buyer.

- 2.9. Seller caused the Property to be appraised by Norris Realty Advisors on April 15, 2014. The appraiser's opinion of fair market value was \$50,000 for the Property and \$1,500 for the access road easement.
- 2.10. Kleinfelder LLC conducted an environmental assessment of the Property on November 7, 2013. The resulting Environmental Assessment Report by Kleinfelder, LLC dated January 30, 2014 (Revised April 30, 2014) (the "Kleinfelder Report") stated that:
 - 2.10.1. There has been a boundary shift on the Property of approximately 100 feet to the west. The area shifted onto will be included in the land to be sold to the Buyer.
 - 2.10.2. There is evidence on the Property of historical septage disposal to a disposal pit located outside of the 40 acre parcel. Buyer will be responsible to cleanup and must contain future septage disposal within its boundaries.
 - 2.10.3. There was an underground storage tank on the Property. Sampling of the tank's liquid revealed it contained only water. Seller acknowledges the Buyer has removed the tank.
 - 2.10.4. Seller has provided Buyer with a copy of the April 15, 2014 appraisal and the Kleinfelder Report and Buyer acknowledges their receipt.
- 2.11. In consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, it is understood and agreed by and between the parties as follows in Articles 3 through 12:

ARTICLE 3

3. Purchase Price:

- 3.1. The purchase price ("Purchase Price") for the Property is Fifty One Thousand Five Hundred Dollars (\$51,500) and represents the price for both the Property (\$50,000) and the road easement (\$1,500), and is payable in accordance with this Article 3.
 - 3.1.1. The Purchase Price will not be changed to include or deduct any costs to Buyer or Seller related to this Transaction. Each party is responsible for any costs or attorney's fees related to review of this Agreement or this Transaction.

- 3.1.2. The Purchase Price is based upon an appraisal by Norris Realty Advisors dated May 16, 2014.

ARTICLE 4

4. **Definitions**

- 4.1. Agreement is defined in Section 1.
- 4.2. Appraisal is defined as an opinion of value.
- 4.3. Appurtenance is defined as something added or appended to a property that then becomes an inherent part of the property.
- 4.4. Business Day means a day other than a Saturday, Sunday, or California State holiday.
- 4.5. City Approval is as defined in Section 8.2.1.
- 4.6. Closing is defined as a meeting of the parties to a real estate transaction held to execute and deliver mortgage or property title documents.
- 4.7. Consent means the consent or approval of, or notice to or filing with, any Person or Governmental Entity.
- 4.8. County Approval is defined as approval by the County Board of Supervisors.
- 4.9. Deed is defined in Section 9.3.1.
- 4.10. Effective Date is defined as the date the Agreement is fully executed by both parties.
- 4.11. Environmental Laws mean all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health, or industrial hygiene (and only to the extent that occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the California Environmental Quality Act (hereinafter CEQA) [Pub. Res. Code §§21000-21177]; the Comprehensive Environmental Response, Compensation Act of 1980 (hereinafter CERCLA) [42 USCS "9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 (hereinafter RCRA) [42 USCS "6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (hereinafter FWPCA) [33 USCS "1251 et. seq.]; the Toxic Substances Control Act (hereinafter TSCA) [15 USCS "2601 et. seq.] the Hazardous Materials Transportation Act (hereinafter AHMTA) [49 USCS "1801 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS "136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS "6901 et. seq.]; the Clean Water Act [42 USCS "7401 et. seq.]; the Safe Drinking Water Act [42 USCS "300f et. seq.]; the Solid Waste Disposal Act [42 USCS "6901 et. seq.]; the Surface Mining Control and Reclamation

Act [30 USCS "1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 USCS "11001 et. seq.]; the Occupational Safety and Health Act [29 USCS "655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC "25280 et. seq.] the California Hazardous Substances Account Act [H&SC "25300 et. seq.]; the California Hazardous Waste Control Act [H&SC "25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC "24249.5 et. seq.]; the Porter-Cologne Water Quality Act [Wat. C. "13000 et. seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

- 4.12. EPA means the Environmental Protection Agency.
- 4.13. Exceptions are defined as any encumbrance, reservation or limitation on the title or Property.
- 4.14. FIRPTA Affidavit means an affidavit filed pursuant to the federal Foreign Investment in Real Property Tax Act.
- 4.15. Governmental Entity means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local or municipal government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official or other regulatory, administrative or judicial authority thereof, including any authority or other quasi-governmental entity established by a Governmental Entity to perform any of such functions.
- 4.16. Hazardous Substances includes without limitation:
 - 4.16.1. Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or "pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
 - 4.16.2. Those substances listed in the United States Department of Transportation (hereinafter DOT) Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302];
 - 4.16.3. Other substances, materials, and wastes that are regulated or classified as hazardous or toxic under federal, state, or local Laws; and
 - 4.16.4. Any material, waste, or substance that is:

A petroleum or refined petroleum product, asbestos, polychlorinated bipheny, designated as a hazardous substance pursuant to 33 USCS 1321 or listed pursuant to 33 USCS '1317, a flammable explosive, or a radioactive material.

- 4.17. Improvement is defined as a building or other relatively permanent structure or development located on, or attached to, land.
- 4.18. Law means any applicable statute, law (including common law), constitution, treaty, charter, ordinance, code, order, rule regulation, permit, or determination or other binding requirement of any Governmental Entity.
- 4.19. Lease is defined as a contract in which the rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.
- 4.20. MOU Agreement is defined as the agreement between the parties for the payment of costs incurred to investigate the sale of the subject property and attached as *Exhibit B*.
- 4.21. Personal Property is defined as all tangible property that is not classified as real estate.
- 4.22. Preliminary Title Report is defined in Section 5.1.
- 4.23. Property is defined in Section 2.1.
- 4.24. Purchase Price is defined in Section 3.1.
- 4.25. Tax means any and all taxes imposed by a Governmental Entity, including charges for federal, state, local or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, franchise, withholding, payroll, employment, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, service, occupation, severance, transfer, unemployment, social security, workers' compensation, capital, premium and other Taxes, assessments, customs, duties, fees, levies or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to Tax or additional amounts with respect thereto, excluding in all cases any expense related to any Permit.
- 4.26. Transaction is defined as the purchase of the Property.

ARTICLE 5

5. Buyer's Contingencies

- 5.1. Preliminary Report. Buyer will receive the preliminary title report (Preliminary Report) dated no earlier than ninety (90) days before the Effective Date covering the Real Property, together with a legible copy of all exceptions to title shown in the Preliminary Report, including each document, map, and survey referred to in the Preliminary Report.
- 5.2. Environmental Assessment Report. The Buyer acknowledges receipt of the Environmental Assessment Report of the Property dated January 30, 2014 (Revised April 30, 2014) by Kleinfelder LLC. Seller contracted for this document pursuant to a separate MOU agreement by the Parties.

- 5.3. Approval of Title. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's approval of the condition of title of the Property in accordance with the following procedure:
- 5.3.1. Buyer's Approval of Preliminary Report. Buyer will have twenty-one (21) days after issuance to review the Preliminary Report and to deliver written notice of Title Objection to Seller. If Buyer fails to give such notice on or before twenty-one (21) days after issuance, Buyer will be deemed to have accepted the matters disclosed in the Preliminary Report.
- 5.3.2. Permitted Exceptions. Upon County Approval, the following Exceptions are deemed approved by Buyer, including but not limited to: (a) exceptions for a lien for local real estate taxes and assessments not yet due or payable, including (without limitation) special taxes under Gov. Code §§53311-53368.3 or installment assessments under Street & Highways Code §§8500-8887, and (b) the standard preprinted Exceptions and exclusions of the Title Company.
- 5.3.3. Title Objections. With respect to any Title Objection, Seller will have thirty (30) Business Days after receipt of Buyer's Title Objection to remove or cure such Title Objection.
- 5.3.4. Seller Elects Not to Cure. If Seller elects not to cure or remove a Title Objection (or is deemed to have so elected), or Seller's cure is not acceptable to the Buyer, then Buyer will have twenty (20) Business Days after delivery of Buyer's Title Objection either to (a) proceed with the purchase of the Property, waive such Title Objection, and accept the exception shown in the Preliminary Report as a Permitted Exception, or (b) provide Seller with written notice that Buyer is terminating this Agreement.
- 5.3.5. Additional Encumbrances. If any encumbrance or other exception to title arises or is discovered prior to County Approval, the party discovering such Additional Encumbrance must promptly give written notice to the other. No later than five (5) Business Days after delivery of the notice of such Additional Encumbrance, Buyer will deliver a new Buyer's Title Notice to Seller specifying whether the Additional Encumbrance is a Title Objection or a Permitted Exception. If Buyer objects to the Additional Encumbrance, the parties will proceed in the same manner as set forth above for Title Objections in Section 5.3.3.

- 5.4. Due Diligence. Buyer's obligation to purchase the Property is expressly conditioned on its approval, in its sole discretion, of the condition of the Property and all other matters concerning the Property, including without limitation economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property. Buyer will have until the County Approval to conduct such investigations as Buyer may choose ("Due Diligence") to determine, in its sole discretion, whether this contingency is met. Upon County delivery to Seller of this Agreement executed by Buyer, Buyer will also deliver written notice to Seller accepting the Property, which acceptance shall be conditioned upon satisfaction of Buyer's Closing Conditions. Alternatively, Buyer shall deliver written notice to Seller before approval or termination of this Agreement. If Buyer fails to give either notice, Buyer will be deemed to have elected to terminate this Agreement.
- 5.5. Access to Property. Buyer acknowledges that it is thoroughly familiar with the Property and that it has been occupying and using the Property as a Landfill for more than twenty years. As part of its Due Diligence, Buyer may investigate economic, financial, and accounting matters relating to or affecting the Property or its value, and conduct inspections, tests and studies with respect to the physical and environmental condition of the Property and Seller recommends that Buyer do so. Buyer and Buyer's consultants, agents, engineers, inspectors, contractors, and employees ("Buyer's Representatives") must be given reasonable access to the Property during regular business hours for the purpose of performing such Due Diligence. Buyer will undertake the Due Diligence at its sole cost and expense. Buyer will indemnify, defend with counsel reasonably acceptable to Seller, and hold Seller harmless from all claims (including claims of lien for work or labor performed or materials or supplies furnished), demands, liabilities, losses, damages, costs, fees, and expenses, including Seller's reasonable attorney fees, costs, and expenses, arising from the acts or activities of Buyer or Buyer's Representatives in, on, or about the Property during or arising in connection with Buyer's inspections of the Property.
- 5.6. Assumption of Risk. Subject to the other provisions of this Agreement, Buyer agrees that it assumes the risk that an adverse condition of the Property may not have been revealed by its own Due Diligence. Buyer agrees that Seller will have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including contamination, the presence of Hazardous Substances, defects in the Improvements, noncompliance with applicable laws and regulations, including without limitation zoning laws, building codes, and the Americans with Disabilities Act, whether or not such condition of the Property would have been disclosed by Buyer's Due Diligence.

- 5.7. Termination for Failure of a Contingency. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a contingency will be borne by the terminating party or the party whose action or failure to act resulted in the termination.
- 5.8. Survival. The provisions of this Article shall survive the Closing.

ARTICLE 6

6. Seller's Preclosing Covenants

- 6.1. No Amendments or Agreements. On or after the Effective Date, Seller will not enter into any lease or other agreement of any type affecting the Property, without Buyer's prior written consent.
- 6.2. Notification. Seller will promptly notify Buyer of any material change in any condition with respect to the Property or of any material event or circumstance that occurs prior to the Effective Date that makes any representation or warranty of Seller under this Agreement untrue or misleading.

ARTICLE 7

7. Representations and Warranties

- 7.1. Effect of Representations and Warranties. Each representation and warranty in this Article 7: (a) is material and being relied on by the party to which the representation and warranty is made; (b) is true in all respects as of the Effective Date; (c) must be true in all respects on the Closing Date; and (d) will survive the Closing, except as otherwise provided in this Agreement.
- 7.2. Seller's Representations and Warranties. Despite anything to the contrary in this Agreement, Seller warrants and represents as of the Effective Date that:
- 7.1.1. No Condemnation. To Seller's knowledge, Seller has received no written notice of any presently pending or contemplated special assessments or proceedings to condemn or demolish the Property or any part of it, or any proceedings to declare the Property or any part of it a nuisance.
- 7.1.2. Foreign Person. Seller is not a foreign person and is a "United States Person" as that term is defined in §7701(a)(30) of the Internal Revenue Code of 1986, as amended.
- 7.3. Buyer's Representations and Warranties. In addition to this Agreement, Buyer specifically discloses and indemnifies the Seller, as follows:

- 7.3.1. Environmental Site Declaration and Disclosure Regarding Use. Buyer warrants it has made use of the Property consistent with its Lease, and all local, state, and federal laws. In attached Exhibit C, Buyer will comprehensively list all use made on the Property and disclose any and all use of Hazardous Substances.
- 7.3.2. Indemnity. Buyer specifically acknowledges that it is the only known tenant of the Property and operated and will continue to operate a waste disposal landfill and transfer station on the Property in the foreseeable future. Buyer hereby indemnifies and saves harmless the Seller from and against any and all future claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever which the Seller may pay, sustain, suffer or incur by reason of or in connection with the Property. This indemnity includes all costs and expenses (including legal expenses) incurred in connection with any such loss or damage.
- 7.4. Environmental Indemnification: Buyer, on behalf of itself and its successors and assigns further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Buyer's employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Buyer of any term and/or condition of this agreement, relating directly or indirectly to any Environmental Law or to the release or spill of any Hazardous Substance, resulting from or incident to the presence upon or performance of activities by Buyer or its personnel with respect to the subject area/property covered under this permission, on the part of the Buyer or its

officers, agents and employees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

BUYER INITIALS: _____

- 7.5. “As-Is” Purchase. As a material inducement to Seller’s extension and delivery of this Agreement, Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement : (i) Buyer is expressly purchasing the Property in its existing condition “as is, where is, and with faults” and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Seller with respect to all facts, circumstances, conditions and defects: (ii) Buyer is aware that the Property has been used for many years as an unlined landfill for many years and indeed Buyer has been the operator of the Landfill and Buyer acknowledges that Buyer has far superior knowledge than Seller as to the condition of the Property and what hazardous or other materials may have been dumped or may be located, placed on, under, about or in the vicinity of the Property. Buyer acknowledges receipt of and accepts the content and description of the Property in the Kleinfelder Report. (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility, responsibility for past, present and future actual and potential liability with the Property of any kind, source and or nature and for Buyer’s assumption of all responsibility to inspect and investigate the Property and of all risk of; (iv) Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and any or all known and unknown actual or potential liabilities associated with it; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any liability, loss or damage occasioned by an fact, circumstance, condition or defect pertaining to the Property. Seller

hereby disclaims all warranties of any kind or nature whatsoever (including warranties of condition, merchantability, habitability and fitness for particular purposes) whether expressed or implied, including, but not limited to warranties with respect to the Property, tax liabilities, zoning, land value, subdivision or land use, availability of access or utilities, ingress or egress, governmental approvals, or the soil conditions of the Land. Buyer further acknowledges that Buyer is buying the Property "as is" and in its present condition and that except as otherwise expressly provided in this Agreement, Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents or Seller group with respect to the Land or Property, and that, in fact, no such representations were made except as expressly set forth in this Agreement. Further and without in any way limiting any other provision of this Agreement, Seller makes no warranty with respect to the presence on or beneath the Land (or any parcel in proximity thereto) of Hazardous Substances. By acceptance of this Agreement and the Deed, Buyer acknowledges that Buyer's opportunity for inspection and in investigation of such land has been adequate to enable Buyer to make Buyer's own determination with respect to the presence on or beneath the Land of any Hazardous Substances. Furthermore, Buyer's closing, hereunder shall be deemed to constitute an express waiver of Buyer's and its successors' and assigns' rights to sue the Seller and of Buyer's right to cause the Seller to be joined in an action brought under any federal, state or local law, rule, act, or regulation now existing or hereafter enacted or amended which prohibits or regulates the use, handling, storage, transportation or disposal of Hazardous Substances or which, requires removal or remedial action with respect to such Hazardous Substances, specifically including but not limited to federal "CERCLA", "RCRA", and "SARA" acts.

- 7.6. Release. Without in any way limiting the generality of the preceding paragraphs, Buyer, on behalf of itself, its successors and assigns, specifically acknowledges and agrees that it forever waives, releases and discharges any claim it has, might have had or may have against the Seller, with respect to the Property or the condition of the Property, any and all known and unknown, either patent or latent, actual and/or potential liabilities associated with the Property and the compliance with any environmental or occupational protection, pollution, subdivision or land use laws, rules, regulations or requirements or liability for violations thereof, an any other state of facts which exist with respect to the Property. Buyer waives the benefit of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME EXECUTING THE RELEASE, WHICH IF KNOWN

BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Seller and Buyer have each initialed this section 7.6 to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this section 7.6 will survive the Closing.

Seller's Initials: _____

Buyer's Initials: _____

Buyer specifically acknowledges that Buyer has carefully reviewed the foregoing provisions and discussed its import with legal counsel, is fully aware of its consequences, and that the provisions of this paragraph are a material part of this Agreement. The provisions of Article II shall survive the expiration of this Agreement, or the delivery of the Deed and the Closing.

7.7. Survival. The provisions of Section 7.4 shall survive the Closing and expire only when any liability of Seller, as previous property owner, expires in accordance with the Environmental Laws.

ARTICLE 8

8. Closing Conditions

8.1. Buyer's Closing Conditions. All obligations of Buyer under this Agreement are subject to the fulfillment, before or at the Closing, of each of the following conditions (Buyer's Closing Conditions). Buyer's Closing Conditions are solely for Buyer's benefit and any or all of Buyer's Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.

8.1.1. Title. It is a Buyer's Closing Condition that, on the Closing Date, Seller convey to Buyer marketable fee simple title to the Property by execution and delivery of a grant deed and that County is able to obtain a title insurance policy at closing in a form acceptable to County.

8.1.2. Buyer's ability to purchase the Property is subject to the approval of this Agreement by the Mono County Board of Supervisors and contingent upon compliance with all applicable laws and regulations governing such purchase, including but not limited to Government Code section 25350, which requires the County to publish three times in a newspaper of general circulation within the County a notice of its intent to consummate the purchase, and Government Code section 65402(a), which requires County's receipt of a report from its

planning agency determining that the location, purpose, and extent of the County's acquisition of the Property conforms with the County General Plan.

- 8.2. Seller's Closing Conditions. Seller's obligation to sell the Property is expressly conditioned on the fulfillment of each condition precedent at or before the Closing (Seller's Closing Conditions). Seller's Closing Conditions are solely for Seller's benefit and any of Seller's Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.
- 8.2.1. City Approval. Seller's ability to sell the Property is subject to the approval of this Agreement by the Board of Water and Power Commissioners of the Department of Water and Power of the City of Los Angeles and possible subsequent action and review by the Los Angeles City Council pursuant to Charter (hereinafter "City Approval"). Pursuant to *FSPP v. City of Los Angeles* (1998) 65 Cal. App. 4th 650, 661, and the laws of the State of California, Buyer realizes and acknowledges that it cannot rely upon the representations of anyone acting on behalf of, or claiming to act on behalf of Seller or as Seller's agent relating to the probability of the Agreement being approved and that this Transaction may or may not be consummated.
- 8.2.2. Record of Survey. Buyer is to monument the Property and file the Record of Survey.
- 8.2.3. Purchase Price. Buyer must have delivered the Purchase Price to Escrow Holder.
- 8.2.4. Delivery of Funds Per MOU. Buyer and Seller entered into a separate MOU related to the sharing of costs for various services to be provided in furtherance of the possible purchase of the Property. Buyer has delivered to Seller the funds specified in the separate MOU and such amounts are not included in this Agreement.
- 8.2.5. Buyer's Representations, Warranties, and Covenants. The representations and warranties of Buyer in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Buyer must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.

- 8.3. Termination for Failure of a Closing Condition. This transaction is structured as a completely voluntary transaction. If Buyer's Closing Conditions or Seller's Closing Conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the party in whose favor the Closing Condition runs by written notice to the other. If this Agreement is so terminated, the parties will have no further obligation or liability under this Agreement or right to specific performance, declaratory relief or money damages. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a closing condition will be equally borne by the Buyer and the Seller, unless satisfaction of the condition(s) is within the control of the Buyer or the Seller, in which case the party having had such control shall be solely responsible for any cancellation fee, cost, or other costs of the Escrow Holder or Title Company from the termination.

ARTICLE 9

9. Closing

- 9.1. Escrow. The Escrow will be opened with the Escrow Holder on the execution of this Agreement. Buyer and Seller will promptly execute such additional Escrow instructions, on the Escrow Holder's request, as are reasonably required to consummate the transaction contemplated by this Agreement and are not inconsistent with this Agreement.
- 9.2. Closing Date. Seller and Buyer agree that the Closing will occur on the "Closing Date." The Closing Date will be a date mutually agreeable to Buyer and Seller, but no later than December 31, 2015. The Closing will be at the offices of Escrow Holder or such other place as the parties may agree.
- 9.3. Seller's Deposit of Documents and Funds. Seller must deposit into Escrow the following documents duly executed by Seller:
- 9.3.1. Deed: The duly executed and acknowledged Deed conveying the Property to Buyer.
- 9.3.2. Additional Documents: Such additional documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Property in accordance with this Agreement.
- 9.4. Buyer's Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:
- 9.4.1. Purchase Price: The Purchase Price in accordance with Article 2.

- 9.4.2. **Conveyance Documents:** Such documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.
- 9.5. **Closing Costs.** Closing costs will be allocated as follows:
- 9.5.1. Escrow costs will be paid by the Buyer;
- 9.5.2. Buyer will pay the cost of the Title Policy, if any;
- 9.6. **Broker's Commission; Indemnity.** Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or person who can claim a commission or finder's fee as a procuring cause of the sale contemplated in this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party (Indemnifying Party), then the Indemnifying Party must indemnify, defend, and hold the other party (Non-indemnifying Party) harmless from all costs and expenses (including reasonable attorney fees and costs of defense) incurred by the Non-indemnifying Party in connection with such claim.
- 9.7. **Possession.** Seller will deliver exclusive right of possession of the Property to Buyer on the Closing Date.

ARTICLE 10

10. **Future Sale/Transfer of Property**

- 10.1. **Right of First Offer.** Buyer hereby acknowledges, in the event Buyer decides to sell the Property at any future date, Buyer agrees to give the Seller the first opportunity to purchase the Property. Buyer agrees to negotiate with the Seller, and attempt to reach an agreement in good faith. If the Buyer and Seller cannot reach an agreement, the Buyer may then negotiate with or sell to any other party.
- 10.2. **Right of First Refusal.** Buyer hereby acknowledges, in the event Buyer decides to sell the Property at any future date, Buyer agrees to give the Seller the right of first refusal to purchase the Property. This right of first refusal has no termination date. If Buyer negotiates to sell the Property to any other party, Buyer agrees to give Seller the opportunity to reasonably match the offer.

- 10.3. Recording. Buyer agrees to allow the provisions in 10.1 and 10.2 recorded to the Property after the Close of Escrow.
- 10.4. Term. Both 10.1 and 10.2 are for a definite term with a termination date of December 31, 2115, and apply to all successors and assigns of the Buyer and the Seller.
- 10.5. Condemnation. If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain of the Property or any portion of it, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding (Condemnation) and if such Condemnation would materially and adversely affect the use or operation of the Property, have the effect of decreasing the square footage of the Improvements, or reduce or eliminate access to the Property, then Buyer may either (a) terminate this Agreement or (b) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Buyer will be entitled to keep, all awards for the Condemnation that accrue to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Buyer's written consent. Seller must notify Buyer of any notice of Condemnation of all or any portion of the Property within five (5) days after the receipt of this notice, and Buyer must exercise its option(s) as provided in this section 10.5] within ten (10) days after receipt of such notice. If necessary, the Closing Date will be extended to give Buyer the full ten (10) day period to make such election.

ARTICLE 11

11. Remedies for Default

- 11.1. WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND DAMAGES. NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO SPECIFIC PERFORMANCE OR TO RECOVER DAMAGES IF THE OTHER PARTY FAILS TO CONVEY (OR TO PURCHASE) THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS AGREEMENT, NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO RECEIVE ANY MONEY DAMAGES. THE SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS SECTION 11.1 AND

BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials: _____

Buyer's Initials: _____

ARTICLE 12

12. General

12.1. Notices. Any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or five (5) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

If to Buyer:

Tony Dublino, Mono County Solid Waste Superintendent
County of Mono
PO Box 457
Bridgeport, CA 93517

With copy to:

Stacey Simon, Assistant County Counsel
County of Mono
P.O. Box 2415
Mammoth Lakes, CA 93546

If to Seller:

James G. Yannotta
Manager of Aqueduct
City of Los Angeles
Department of Water and Power
300 Mandich Street
Bishop, CA 93514-3449

With copy to:

Tina Shim, Deputy City Attorney
City of Los Angeles
Department of Water and Power
111 N. Hope Street, Room 340
P.O. Box 51111
Los Angeles, CA 90051

Either party may change its address by written notice to the other given in the manner set forth above.

- 12.2. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the complete, exclusive, and final statement of the terms of the agreement with respect to the sole property between buyer and seller and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code §1654 or similar statutes. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 12.3. Amendments and Waivers. No addition to or modification of this Agreement will be effective unless it is made in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver will not be enforceable by another party unless it is made in writing and signed by the waiving party.
- 12.4. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
- 12.5. No Merger. This Agreement, each provision of it, and all warranties and representations in this Agreement will survive the Closing and will not merge in any instrument conveying title to Buyer, except as set forth in Sections 10.1 and 10.2. All representations, warranties, agreements, and obligations of the parties will, despite any investigation made by any party to this Agreement, survive Closing, and the same will inure to the benefit of and be

binding on the parties' respective successors and assigns, except that Buyer's obligations under Article 7 shall be as set forth in Section 7.7.

- 12.6. References. Unless otherwise indicated, (a) all article and section references are to the articles and sections of this Agreement, and (b) except where otherwise stated, all references to days are to calendar days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance will be extended to the next business day. "Business Days" means days other than Saturday, Sunday, and California state holidays. The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings. The date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.
- 12.7. Governing Law. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.
- 12.8. Exclusive Venue. All litigation arising out of, or relating to this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.
- 12.9. Jointly Drafted by the Parties. Each of the parties hereto acknowledges that it had a full and fair opportunity to review and revise the terms of this Agreement and that this Agreement has been drafted jointly by all of the parties hereto. Accordingly, each of the parties hereto acknowledges and agrees that the terms of this Agreement shall not be construed against or in favor of another party.
- 12.10. Termination. Upon thirty (30) Business Days prior written notice prior to City Approval, this Agreement may be terminated or cancelled at any time by either party, for any reason or for no reason at all, and may be terminated and cancelled completely without cause. If this Agreement is so terminated, the parties will have no further obligation or liability under this Agreement or right to specific performance, declaratory relief or money damages. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a contingency or closing condition will be borne by the terminating party or the party whose action or failure to act resulted in the termination.

- 12.11. Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.
- 12.12. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 12.13. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over against any party to this Agreement.
- 12.14. Interpretation. Throughout this Agreement, (a) the plural and singular numbers will each be considered to include the other; (b) the masculine, feminine, and neuter genders will each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.
- 12.15. No Attorney's Fees. In the event of any action or suit under, or to enforce, this Agreement, the parties shall be responsible for their own costs, expenses and attorney's fees incurred. The prevailing party shall not be entitled to reasonable attorneys' fees.
- 12.16. No Consequential/Punitive Damages. In no event shall either Party be liable to the other Party under any provision of this Agreement for any indirect, incidental, punitive or consequential damages, losses, damages, costs or expenses including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole in or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be indirect, incidental, punitive or consequential damages hereunder.
- 12.17. Independent Counsel. Each party was represented by legal counsel during the negotiation and execution of this Agreement. Each party shall be responsible for its own, respective, fees and expenses of legal counsel and consultants incurred as a result of this Agreement or the transactions contemplated thereby.

- 12.18. Authority. Buyer and Seller agree that the person executing this Agreement on behalf of Buyer and Seller, respectively, has the authority and power to do so and to bind Buyer and Seller, respectively, in accordance with the provisions set forth herein.
- 12.19. Assignment. Buyer may not assign any of its rights under this Agreement.
- 12.20. Captions. All section headings are inserted for convenience only and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.
- 11.21. Modification. This Agreement may not be modified except by a written instrument executed by all parties or their permitted successors in interest.
- 12.22. No Joint Venture. Nothing herein contained shall be construed to create a joint venture or partnership or to create the relationship of principal and agent or of any association between the parties hereto.
- 12.23. Further Assurances. Each party hereto agrees to execute any and all documents and writings which may be necessary or expedient and do such other acts as will further the purposes hereof.
- 12.24. Executed in Counterpart. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

BUYER:

COUNTY OF MONO
a Political Subdivision of the
State of California

Date: _____

By: _____

Date: _____

By: _____

AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY is entered into and accepted on the dates indicated by our signatures affixed hereto.

SELLER:

CITY OF LOS ANGELES, a Municipal Corporation and Charter City

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES

BY

BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES

Date _____

By

MARCIE L. EDWARDS
General Manager

Date _____

And

BARBARA E. MOSCHOS
Secretary

AUTHORIZED BY:

Resolution No. _____
Adopted _____

APPROVED BY COUNCIL ON:

TABLE OF EXHIBITS

Exhibit A	Description of Property
Exhibit B	Memorandum of Understanding
Exhibit C	Buyer's Environmental Site Declaration and Disclosures Regarding Use

LEGAL DESCRIPTION

A portion of that real property described in Grant Deed from Cain Irrigation Company to The City of Los Angeles, recorded in Official Records, Book 10, page 173, on May 6, 1935, in the office of the County Recorder of Mono County, State of California, more particularly described as follows:

The northwest quarter of the northwest quarter, and the west half of the west half of the northeast quarter of the northwest quarter of Section 36, Township 1 North, Range 26 East, Mt. Diablo Meridian, in the unincorporated territory of the County of Mono, State of California, as shown on the Record of Survey No. 34-22, recorded in Map Book 2, page 11, in said County Recorder's office, containing 50.19 acres, more or less.

END OF PARCEL DESCRIPTION

TOGETHER with an easement for public road and access purposes all in, on, over, under, and across that certain real property situated in the south half of the northwest quarter of Section 36, Township 1 North, Range 26 East, Mt. Diablo Meridian, in the unincorporated territory of the County of Mono, State of California, as shown on the Record of Survey No. 34-22, recorded in Map Book 2, page 11, in the office of the County Recorder of said County, and more particularly described as follows:

COMMENCING at a 2 inch Iron Pipe with a Mono County Surveyor Tag at the northwest corner of said south half of the northwest quarter of said Section 36; thence South $0^{\circ}03'25''$ East, 1322.38 feet to a 2 inch Iron Pipe with stamped pipe cap monumenting the southwest corner of said south half of the northwest quarter of said Section 36; thence North $74^{\circ}45'33''$ East, 2201.01 feet to a point within the existing State Route #120 roadway, and the POINT OF BEGINNING; thence North $38^{\circ}15'41''$ West, 225.28 feet to the beginning of a tangent curve, concave southwesterly, with a radius of 970.00 feet, and a central angle of $10^{\circ}09'05''$; thence northwesterly along the arc of said curve 171.86 feet; thence North $48^{\circ}24'46''$ West, 451.61 feet to the beginning of a tangent curve, concave southwesterly, with a radius of 315.16 feet, and a central angle of $41^{\circ}27'48''$; thence northwesterly along the arc of said curve 228.07 feet; thence North $89^{\circ}52'34''$ West parallel with the northerly line of said south half, 838.80 feet; thence South $74^{\circ}07'26''$ West, 145.12 feet; thence North $89^{\circ}52'34''$ West parallel with the northerly line of said south half, 81.76 feet; thence North $0^{\circ}07'26''$ East perpendicular to said northerly line, 100.00 feet to a point on said northerly line that bears South $89^{\circ}52'34''$ East, 261.39 feet from said northwest corner; thence South $89^{\circ}52'34''$ East along said northerly line, 1060.06 feet to a 2 inch Iron Pipe with a Mono County Surveyor Tag at the southeast corner of the northwest quarter of the northwest quarter of said Section 36, and the beginning of a tangent curve, concave southwesterly, with a radius of 375.16 feet, and a central angle of $41^{\circ}27'48''$; thence southeasterly along the arc of said curve

271.49 feet; thence South 48°24'46" East, 451.61 feet to the beginning of a tangent curve, concave southwesterly, with a radius of 1030.00 feet, and a central angle of 10°09'05"; thence southeasterly along the arc of said curve 182.49 feet; thence South 38°15'41" East, 225.28 feet; thence South 51°44'19" West, 60.00 feet to the POINT OF BEGINNING, containing 3.12 acres, more or less.

END OF EASEMENT DESCRIPTION

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
LOS ANGELES DEPARTMENT OF WATER AND POWER
AND THE COUNTY OF MONO REGARDING
PUMICE VALLEY LANDFILL**

This memorandum of understanding (MOU) is entered into by and between the Los Angeles Department of Water and Power (LADWP) and the County of Mono ("County") for the purpose of setting forth the understanding of each with respect to the development of information related to the possible sale to County of certain real property located within Mono County and owned by LADWP. County and LADWP are sometimes collectively referred to herein as the parties.

I. RECITALS

- A. LADWP is the owner the land that is the site of the Pumice Valley Landfill (the "Landfill"), located at 200 Dross Rd., Lee Vining, California.
- B. The County has operated a solid waste landfill on the site pursuant to a lease from LADWP since 1975.
- C. On June 25, 2013, LADWP suggested to the County that it would consider selling the Landfill site and an additional ten acres (the "Property") to the County if terms and conditions could be agreed upon.
- D. The County has expressed an interest in considering such a purchase, if agreeable terms can be identified.
- E. In order that the parties may reach an agreement regarding such a purchase or sale of the Property, both desire to develop preliminary information about the Property (e.g., property boundaries, appraised value, etc.) to aid in decision making.
- F. The parties are willing to expend certain resources in furtherance of their efforts to pursue a purchase or sale of the Property, in accordance with the terms and conditions set forth in this MOU.
- G. The parties enter into this MOU with the understanding that the commitments and obligations set forth herein shall apply regardless of whether a purchase or sale sale of the Property is ultimately consummated between them.

II. TERMS AND CONDITIONS

- A. County's Commitment
 - a. County will pay the following costs associated with obtaining the documents listed below which evaluate the possible purchase or sale of the Property. The total County share for the listed documents shall not exceed \$25,000, without further approval from the Mono County Board of Supervisors:

- i. One-half of the cost to obtain an independent third party property appraisal of the Property by Steve Norris Realty Advisors at 101 East Green Street, Suite 9, Pasadena, California, 91105, provided the Solid Waste Superintendent reviews and approves the Scope of Work for the appraisal prior to its execution by LADWP. County shall reimburse LADWP in accordance with this Agreement, within 30 days of receipt of an invoice from LADWP, for County's share of these costs.
 - ii. One-half the cost of a property survey identifying the boundaries and access of the Property, and to create a record of survey, by Eastern Sierra Land Surveys at 19 Shanna Circle, Mammoth Lakes, California, 93546.
 - iii. One-half the cost to obtain a baseline report documenting the current environmental conditions of the Property, prepared by Kleinfelder, Inc. at 523 West Sixth Street, Suite 620, Los Angeles, California, 90014, provided that the Solid Waste Superintendent reviews, comments upon, and approves the report prior its finalization. Notwithstanding the foregoing, County shall only be responsible under this sub-paragraph to the extent that funds remain (out of the \$25,000 allocated by County under paragraph a) following County's payment of its share of costs for the items described in sub-paragraphs a(i) and a(ii) above. County shall reimburse LADWP in accordance with this Agreement, within 30 days of receipt of an invoice from LADWP for County's share of these costs.
- b. In addition to the foregoing, the County will commit the staff time and resources of its Solid Waste Superintendent, Administrative Officer, and County Counsel (or designees), as needed, to provide such assistance, documentation, or information as may be required to complete the property appraisal, baseline analysis, property survey, or other tasks identified in this MOU.

B. LADWP's Commitment

- a. LADWP will pay the costs associated with obtaining all of the following documents evaluating the possible purchase or sale of the Property from LADWP. The total LADWP share for the documents is not to exceed a total amount of \$25,000, without further approval by LADWP:
 - i. One-half of the cost to obtain an independent third party property appraisal of the Property by Steve Norris Realty Advisors at 101 East Green Street, Suite 9, Pasadena, California, 91105, provided the Solid Waste Superintendent reviews and approves the Scope of Work for the appraisal prior to its execution by LADWP.
 - ii. One-half the cost of a property survey identifying the boundaries and access of the Property, and to create a record of survey, by Eastern Sierra Land Surveys at 19 Shanna Circle, Mammoth Lakes, California,

93546. LADWP shall reimburse County within 30 days of receipt of an invoice from County for LADWP's share of these costs.

- iii. One-half the cost to obtain a baseline report documenting the current environmental conditions of the Property, prepared by Kleinfelder, Inc. at 523 West Sixth Street, Suite 620, Los Angeles, California, 90014, provided that the Solid Waste Superintendent reviews, comments upon, and approves the report prior its finalization. Notwithstanding the foregoing, LADWP's share of the cost of this item may increase in proportion to any decrease in County's share under sub-paragraph a(iii).
- b. In addition to the foregoing, LADWP will commit the staff time and resources of its Real Estate Section, Survey Section, and City Attorney (or designees) as needed, to provide such assistance, documentation, or information as may be required to complete the property appraisal, baseline analysis, property survey, or other tasks identified in this MOU.

C. Miscellaneous Provisions

- a. Term. The term of this MOU shall be from October 1, 2013 through December 31, 2015, unless sooner terminated by either party as provided below. If any of the documents (property appraisal, baseline analysis, or property survey) has not been completed and received by all parties by November 30, 2015, the parties agree to pay any remaining share of their costs prior to December 31, 2015.
- b. Amendments. No alteration or variation in the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.
- c. Termination. Either party may terminate this MOU at will and without cause by providing the other party with 30 days' written notice of termination. Upon any such termination, all amounts owed for work provided or ordered (completed or not completed), or expenditures made pursuant to this MOU, up to the date of termination shall be promptly paid. For purposes of this paragraph, payment shall be considered prompt if it is made within thirty (30) calendar days of a written request for payment by any party, company, contractor, sub-contractor, or independent third party.
- d. Non-commitment by the parties. The parties understand and agree that nothing in this MOU is intended nor shall be construed as committing or binding the parties to proceed with ultimate purchase or sale of the Property. The purpose of this MOU is simply to set forth the parties' understanding as to the payment and the responsibility for costs to develop and obtain preliminary information about the Property (e.g., property boundaries, appraised value, etc.) to aid in decision making. None of the documents obtained will be binding on any party in the event of future negotiations regarding the purchase or sale of the Property, or the actual purchase or sale of the Property.

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

County of Mono:

Attn: Tony Dublino, Solid Waste Superintendent
P.O. Box 457
Bridgeport, CA 93517

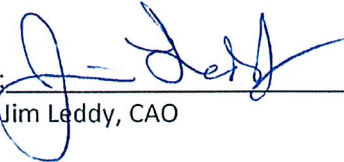
Los Angeles Department of Water and Power:

Attn: James G. Yannotta, Manager of Aqueduct
300 Mandich Street
Bishop, CA 93515

- f. Voluntary Execution. This MOU is executed voluntarily by the parties, without duress or undue influence on the part of or on behalf of any of them. The parties acknowledge that each has been represented by counsel with respect to the negotiation and preparation of this MOU. The parties further acknowledge that they are fully aware of the contents of this MOU and of its legal effect.
- g. Entire Agreement. This MOU contains the entire understanding of the parties with respect to the process by which the parties will investigate and develop certain identified information regarding the Property for the purpose of making informed decisions regarding its possible purchase and sale. No representations, inducements, promises, or agreements otherwise between the parties related to the foregoing and not embodied herein or incorporated herein by reference, shall be of any force or effect.
- h. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which constitute one and the same written instrument. This MOU shall be governed by the laws of the State of California.

IN WITNESS THEREOF, County and LADWP have executed this Agreement on the 24th day of September, 2014.

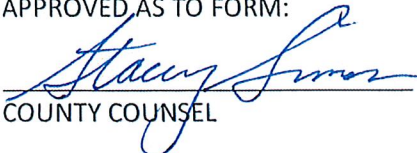
MONO COUNTY:

By: 
Jim Leddy, CAO

LADWP:

By:  09/24/14
James G. Yannotta, Manager of Aqueduct

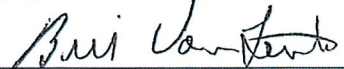
APPROVED AS TO FORM:


COUNTY COUNSEL

APPROVED AS TO FORM:

CITY ATTORNEY

APPROVED BY RISK MANAGEMENT:



APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

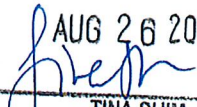
AUG 26 2014
BY: 
TINA SHIM
DEPUTY CITY ATTORNEY

EXHIBIT C

Buyer's Environmental Site Declaration and Disclosures Regarding Use

1. I, Tony Dublino, hereby declare and attest, to the best of my knowledge and belief, to the following:
2. I am the Solid Waste Superintendent for the County. I have been employed in this capacity for approximately two and one half years.
3. As Solid Waste Superintendent, I am familiar with the current operation of the Pumice Valley Landfill (the "Landfill") and with its operation over the prior approximately two and one half years. I have also reviewed the following records in the possession of Mono County pertaining to the Landfill, daily logs, photographs, inspection reports, groundwater monitoring reports, Reports of Disposal Site Information, Preliminary Closure and Post-Closure Maintenance Plans and leases pertaining to landfill operations and operations of the Transfer Station. This declaration constitutes a complete disclosure of existing or potential environmental hazards and/or contamination pertaining to the landfill known to me through my knowledge of current operations, and based on my review of the foregoing records. I also warrant and declare that I am authorized to sign this declaration on behalf of the County.
4. The Pumice Valley Landfill is located at 200 Dross Road, in the County of Mono, State of California and is identified as Assessor's Parcel Number 021-130-39.
5. The County of Mono first used the property under a Use Permit (#M12-310-17) granted by the Los Angeles Department of Water and Power (LADWP) for the 40-acre landfill site (the "property") as of March of 1974. This Use Permit was replaced by Lease BL-443 in March of 1975. The County has been operating under active leases with LADWP, or hold-over clauses, ever since March 1975.
6. Prior to 2001, the County used the property as a municipal solid waste landfill. Beyond 2001, the site was used as a construction and demolition waste landfill, and transfer station.
7. The leases and permits issued by LADWP for the property have all reflected its use as a landfill and/or transfer station. To my knowledge, this has been the historic use on the property and there have been no other uses of the property. The County has used the property in accordance with the terms in #M12-310-17 and BL-443 for their respective applicable time periods and any holdover periods.

8. To my knowledge, the County has not used or knowingly allowed any illegal use of hazardous substances on the property.

9. The only current violation on the property known to me is a violation of Public Resources Code 44014(b), "Operator Complies with Terms and Conditions."

10. Historical violations include longstanding violations relating to the permit for the site, and the permit's failure to accurately describe then-current conditions. Other past violations include litter, security, equipment failures, grading of fill surfaces, separation of wood waste piles, lack of availability of records and alternative cover frequency. To my knowledge, these violations were corrected in due time and none resulted in enforcement actions.

11. The County currently has all the necessary and applicable insurance as detailed in its lease and provided to LADWP. The County also carries insurance for this property as required by local, federal, and state laws.

12. There are no records of complaints relating to the property known to me.

13. The Pumice Valley Landfill has been in operation for 40 years. For many of those years, it was operated as an unmanned public dump site. The landfill is also unlined. It is impossible to know conclusively whether any contamination has taken place or may yet take place as a result of past activities. However, there is a high probability that some manner of hazardous materials were disposed of at Pumice Valley without the County's or LADWP's knowledge. While no evidence of contamination has been detected to date, it is possible that contaminants deposited at the landfill in the past may at some point leach into groundwater and present contamination issues. The nature of landfill operations and waste disposal are such that no owner or operator can be 100% certain that all incoming waste is entirely free of contaminants.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 2014, at Bridgeport, California.

Tony Dublino, Solid Waste Superintendent



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: CAO

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

SUBJECT Mono County Board Rules of Procedures Annual Review and Adoption

AGENDA DESCRIPTION:

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

Annual review and adoption of Board of Supervisors Rules of Procedures.

RECOMMENDED ACTION:

Discuss Mono County Board Rules of Procedures and provide direction to staff on possible changes and/or additions. If no changes suggested, adopt Mono County Board Rules of Procedures as accurate for 2015.

FISCAL IMPACT:

None.

CONTACT NAME: skendall@mono.ca.gov

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

- [2014 Board of Supervisor Rules of Procedures](#)
- [2014 Board of Supervisor Rules of Procedures](#)

History

Time	Who	Approval
12/22/2014 11:24 AM	County Administrative Office	Yes
12/31/2014 9:15 AM	County Counsel	Yes
12/29/2014 5:20 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

Director of HR/Risk Management

January 6, 2015

To: Honorable Chair and Members of the Board of Supervisors
From: Jim Leddy, County Administrative Officer

SUBJECT: Mono County Board Rules of Procedures 2015 Review and adoption

RECOMMENDATION: Annual review of proposed Mono County Board Rules of Procedures and provide direction to staff.

FISCAL IMPACT: None

DISCUSSION: Section 25300 of the Government Code enables the Board of Supervisors to make and enforce rules and regulations necessary for the government of the Board, the preservation of order, and the transaction of business. The Board's current rules were adopted on January 21, 2014 and remain in effect unless amended by Board action. Today's review was recommended by staff during the adoption in January of 2014 and directed by the Board.

There are no changes recommended by staff for the Board Rules of Procedure from 2014.

Recommendation: Adopt 2015 Board of Supervisors Rules of procedure.

If you have any questions please contact me at (760) 932-5410 or jleddy@mono.ca.gov.

Mono County Board of Supervisors

Board Rules of Procedures



Adopted Date: January 14, 2014

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RULES OF PROCEDURE

OF THE BOARD OF SUPERVISORS

MONO COUNTY, CALIFORNIA

I. PURPOSE

The purpose of these Rules of Procedures (“Rules”) is to foster understanding and respect for the democratic process, facilitate compliance with applicable laws, encourage public participation, provide guidance on decorum, and enhance effective and efficient management of Board meetings.

II. GENERAL

Rule 1. Applicability of Rules

These Rules are adopted pursuant to Government Code §25003. The Rules shall apply to the Board of Supervisors of the County of Mono whether sitting as the Board of Supervisors of the County or as the governing board of any other district, commission, authority or board.

These Rules are intended to expedite the transaction of business of the Board in an orderly fashion, and are deemed to be procedural only. The failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law. Except as otherwise provide by law, these Rules, or any one of them, may be suspended by a majority of the Board.

These Rules supersede and replace all rules of procedure previously adopted by the Board.

Rule 2. Definitions

In interpreting these Rules:

- a) “Board” refers to the Board of Supervisors of Mono County, whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority or board
- b) “Board member” refers to a member of the Board
- c) “Chair” and “Vice Chair” refers to the Board members elected to those respective offices
- d) “Clerk” refers to the Clerk of the Board of Mono County
- e) “County Administrator” refers to the County Administrative Officer of Mono County

III. MEETINGS

Rule 3. Regular Meetings and Annual Calendar

Regular meetings generally shall be held on the first three Tuesdays of every month. Any meeting may be cancelled upon the order of the Chair, or by a majority of the members of the Board.

Regular meetings shall commence at 9:00 a.m. The first two regular meetings of the month shall be held at the Board of Supervisors Chambers, 2nd Floor, County Courthouse, 278 Main Street, Bridgeport, California; the third regular meeting of the month shall be held in the Board of Supervisors Meeting Room, 3rd Floor, Sierra Center Mall, Suite 307, 452 Old Mammoth Road, Mammoth Lakes, California. Videoconferencing will be

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available each week between Bridgeport and Mammoth Lakes. Business shall normally be conducted between 9:00 a.m. and 5:00 p.m., but may continue past 5:00 p.m., without objection from the members present.

An annual calendar of meetings shall be adopted by the Board at their first meeting in January. The calendar will include all known regular meetings. Any meeting may be canceled upon the order of the Chair, or by a majority of Board members.

Rule 4. Special Meetings, Budget Hearings, Workshops and Planning Meetings

Special meetings may be called at any time by the Chair, or by a majority of the members. Upon the call of a special meeting, the Clerk will prepare and distribute, at least 24 hours before the time of the special meeting, written notice to each member and to a local newspaper of general circulation. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings (Government Code §54956).

Budget Hearings, Workshops, Study Sessions and Planning Meetings may be called by the Chair or by a majority of the Board at times and locations in accordance with the law and specified notice provisions.

Rule 5. Emergency Meetings

Emergency meetings may be called by the Chair or by a majority of the Board, in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities. Upon the call of an emergency meeting, the Clerk shall give notice of the meeting, and comply with posting requirements (Government Code §54956.5).

Rule 6. Closed Sessions

Closed sessions of the Board can be called by the Chair or by a majority of the Board, for those purposes allowed by law (Government Code §54956.7).

Prior to holding any closed session, the Chair shall announce the session in an open meeting, and shall provide an opportunity for public comment on items on the closed session agenda. During the closed session the Board may consider only those items on the agenda. At the conclusion of the closed session the Board shall report, in an open meeting, as required by law, action taken (Government Code §54957.1).

IV. ELECTIONS, POWERS, AND DUTIES OF THE CHAIR, VICE-CHAIR, AND CHAIR PRO-TEMPORE

Rule 7. Annual Selection of Chair and Vice Chair

At its first regular meeting, after January 1ST of each year, the Board shall nominate and elect from its membership a Chair, Vice Chair, and a Chair Pro-Tempore. The Chair shall call the meeting to order and the first order of business shall be the election of officers for the ensuing calendar year. The Chair, Vice Chair, and Chair Pro-Tempore shall serve until the election of their successors. It is intended (but not mandated) that the Supervisor elected as Vice Chair will succeed the Chair in the following year and that the Chair Pro-Tempore shall similarly succeed the Vice Chair.

Rule 8. Powers of Chair, Vice-Chair, and Chair Pro-Tempore

The Chair shall serve as presiding officer of the Board, rule on questions of procedure and execute official Board records and documents presented by the County Administrator/Clerk. In the absence or unavailability

of the Chair, the Vice-Chair shall call the meeting to order and serve as presiding officer. The Vice-Chair shall have and exercise all powers and duties of the Chair for meetings over which he or she is called to preside and at ceremonial and official functions, which the Chair cannot attend.

If both the Chair and the Vice-Chair are absent or unable to participate, the Chair Pro-Tempore shall call the meeting to order, serve as the presiding officer, and shall have and exercise all power and duties of the Chair for the meeting over which he or she is called to preside and at ceremonial and official functions, which the Chair or Vice Chair cannot attend.

V. AGENDAS AND AGENDA MATERIALS

Rule 9. Meeting Agenda

At least 72 hours before a regular meeting, the Clerk shall post an agenda. The agenda shall consist of a brief statement of each item to be considered by the Board (Government Code §54950). The agenda shall indicate the time and location of the meeting and shall be posted as required by law.

Rule 10. Addendums/Supplemental Agenda Items

The Clerk shall prepare, post, and distribute all addendums/supplemental agendas when there has been an item added, continued, deleted, and/or modified since the distribution of the initial meeting agenda.

Rule 11. Use of Novus Agenda Software

All Departments/Agencies shall use Novus Agenda Software to prepare agenda items and submit supporting documents. Departments will work directly with the Clerk of the Board if they require assistance in creating an agenda item.

Rule 12. Department/Agency Agenda Responsibilities

When submitting an item for consideration by the Board, it is the responsibility of the originating Department /Agency to provide all required information, and to meet all established deadlines. Exceptions to deadlines will be considered if items are deemed to be time sensitive or of special importance to a Board member. The Clerk of the Board will work directly with departments to add agenda items after the deadline, or may require departments to obtain approval of the CAO prior to adding late items. Board members may work with the CAO, Clerk of the Board, or pertinent department head when needing to add items to an agenda.

Outside agencies and citizens will work with the Clerk of the Board when requesting an agenda item for Board consideration, and will follow established guidelines found in Appendix C (Request to place an Item on the Board's Agenda).

Rule 13. Review and Filing of Agenda Items

After preparing agenda items in Novus Agenda, all items will require review by the County Administrator, County Counsel, and Finance Director. Any one of these three reviewers may ask for additional information, clarification, and may determine not to place any item on the agenda that is not complete or is not submitted in accordance with instructions. Without amendment to these Rules, agenda submittal instructions may be amended or additional requirements imposed to ensure appropriate review and Brown Act compliance.

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Rule 14. Board Correspondence

Correspondence addressed to the Board of Supervisors will be placed on the agenda by the Clerk of the Board. If the Clerk determines that correspondence is legally questionable, objectionable, or of no interest to the public, she/he will receive direction from the CAO, County Counsel, and/or Board members prior to including the correspondence on the agenda. If the Clerk receives correspondence from County departments addressed to the Board, such correspondence will be forwarded to the Board members and CAO and not added to the agenda.

Rule 15. Supplemental Correspondence and Information Prior to Board Meeting and During the Board Meeting

- a) After Initial Agenda Distribution and Prior to the Meeting Rule - Agenda materials distributed, via mail, email, or hand delivered by the public to a majority of the Board or their staff, that is distributed or redistributed to another County employee, must be forwarded to the Clerk for public review.
- b) At the Meeting Rule - Documents, including PowerPoint handouts, distributed to Board members by County employees or Board members themselves at the meeting, shall be kept to a minimum. When necessary to distribute materials at the meeting, 20 copies shall be provided to the Clerk for distribution to: Board members, County Administrator, County Counsel, and the Clerk, with remaining copies available for distribution to the general public. If large numbers of the public are anticipated to attend the Board Meeting on a matter and new information will be distributed to the Board members, then the number of copies should be increased to anticipate the number needed for the public.

Any supplemental correspondence or written information related to an agenda item which is provided to three or more Board members, and/or members of their staffs, shall be concurrently filed with the Clerk and made a part of the official record. This Rule shall not apply to attorney-client privileged communications.

Sufficient copies of supplemental correspondence and information should be delivered to the Clerk and the Clerk shall make the appropriate distribution to the Board, CAO and County Counsel.

VI. CONDUCT OF BUSINESS

Rule 16. Order of Business

The Board shall conduct business in the order specified in the posted agenda or as modified at the discretion of the Chair with the concurrence of the Board. Without amending these Rules, the Board may modify or amend the Order of Business for Regular meetings, which shall be attached to these Rules as Appendix A.

Rule 17. Board Member; Notification of Absence

If any Board member is unable to attend a meeting of the Board, all reasonable efforts shall be made to notify the Chair, County Administrator, and the Clerk, in writing (electronic mail or regular mail) and as soon as possible to ensure there are sufficient members present to consider all agenda items.

Rule 18. Quorum and Action

Three members of the Board shall constitute a quorum sufficient to transact business. In the absence of a quorum, the remaining members or the Clerk may adjourn the meeting to another date and time in accordance with Government Code §54944 and shall post a Notice of Adjournment.

Rule 19. Matters Not on the Agenda/Emergency Items

No action shall be taken on any item not appearing on the posted agenda except:

- a) Upon a majority vote of the Board that an emergency situation exists as defined in Government Code §54956.5;
- b) Upon a determination by a four-fifths (4/5) vote of the Board, or if less than four-fifths (4/5) of the members are present, a unanimous vote of those members present, that 1) there is a need to take immediate action, and 2) the issue arose subsequent to the agenda being posted.

Any requests to hear a matter not on the agenda or emergency item shall be communicated to the Chair, County Administrator, County Counsel and Clerk as soon as the need becomes known.

Rule 20. Consent/Regular Calendar Items

Agenda items on the Consent Calendar are routine in nature, consistent with adopted Board policy, and do not require individual consideration. The Consent Calendar will be enacted by one motion for approval of the recommended actions. There will be no separate discussion of these items prior to the time the Board votes on the motion unless any member of the Board or the public requests removal of a specific item from the Consent Calendar for separate discussion and action. Any Board member may ask the Clerk to record a “no” or “abstention” vote on any Consent Calendar item.

Agenda items on the Regular Calendar require separate discussion and/or action and may include, but are not limited to changes in policy, items that require the Board to consider options and provide direction, requests for new or unbudgeted positions, introductions or adoption of a proposed Ordinance, Public Hearings, and other matters as required by law.

Rule 21. Public Hearings

Upon receipt of a request by a Department/Agency or Board member for a public hearing, the County Administrator or Clerk may set the hearing without action of the Board unless the Board is required by law to schedule the hearing. In that event, the matter shall be placed on the Consent Calendar to set the hearing.

Subject to the Chair’s right to maintain order, any person wishing to speak at a public hearing shall be heard. Except for rebuttal allowed an applicant, or the appellant in the case of an appeal, each speaker shall speak only once.

Each speaker’s presentation at a public hearing shall be relevant and to the point, and shall be as brief as possible; visual and other materials may be used as appropriate. The Chair may establish a time limit for presentations. When speakers use or submit to the Board visual or other materials, such materials shall become part of the file and identified and maintained as such. When CDs, DVDs, thumb drives, USB memory sticks, or other portable electronic media (e-media) are submitted to the Board, at least one hard-copy of the information stored on the e-media must be provided to the Clerk. Speakers with lengthy presentations are encouraged to submit them in writing.

The closing of a public hearing signifies the point after which the Board will no longer accept or consider any additional communication on the matter that was the subject of the hearing. As used in this Rule, “communication” includes oral communication; written communication such as documents, letters, and

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photographs; and any type of electronic communication, including e-mails, e-mail attachments, graphic images, spread sheets, text messages, and social media messages.

Should the Board close a public hearing and continue its deliberations to a subsequent meeting, or announce a tentative decision, by motion or other proceedings, and defer its action on a final decision to a subsequent meeting to allow preparation of appropriate findings and/or conditions of approval, any written or electronic communication received by a Board member or the Clerk after the close of the hearing on the matter that was the subject of the hearing shall be placed in a separate file kept by the Clerk and labeled to indicate it was received after the close of the hearing. Late written and electronic communication shall not be given to Board members, nor should Board members retain copies.

Should County staff determine that communication received after the close of a public hearing should be considered by the Board prior to its rendering a final decision on the matter that was the subject of the hearing, County staff shall recommend to the Board that the hearing be reopened. If the Board concurs, the Board shall reopen the hearing, following appropriate notice, for the limited purpose of receiving testimony and evidence on the new information.

VII. PROCEDURE AND VOTING

Rule 22. Order and Decorum

The Chair shall preserve order and decorum and shall decide all questions of order and procedure subject to an appeal to the Board. The nature of any appeal shall be briefly stated and the Chair shall have the right to state the reason for his or her decision.

A Board member wishing to speak shall refrain until he or she has been recognized by the Chair. While a Board member is speaking, other Board members shall be respectful and shall not engage in or entertain private discussions.

Consistent with the purpose of the Rules, members are encouraged to use a formal style, including appropriate titles, in addressing the public, staff and each other. All members shall refrain from the use of profanity, emotional outbursts, personal attacks or any speech or conduct which tends to bring the organization into disrepute.

Rule 23. Commitment to Civility

To assure civility in its public meetings, staff and the public are also encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. To achieve compliance with these Rules, Board members, staff, and the public are encouraged to:

- Create an atmosphere of respect and civility where elected officials, County staff, and the public are free to express their ideas;
- Establish and maintain a cordial and respectful atmosphere during discussions;
- Foster meaningful dialogue free of personal attacks;
- Listen with an open mind to all information, including dissenting points of view, regarding issues presented to the Board;

- Recognize it is sometimes difficult to speak at Board meetings, and out of respect for each person's feelings, allow them to have their say without comment, including booing, whistling or clapping;
- Adhere to speaking time limit.

Rule 24. Use of Electronic devices and documents

The use of electronic documents, via iPads or other electronic means, is encouraged as a means of reducing the production and distribution of paper documents, and thereby decreasing costs.

Any member of the public may view the same electronic documents on line at:

http://monocounty.ca.gov/meetings_sub/bos, or may view the documents in paper form in the Clerk of the Board's Office.

The Board shall refrain from emailing, texting, using social media, or otherwise engaging in electronic communications in the Board Chambers on matters that are listed on the Board agenda.

Rule 25. Motions – General

Any motion for action shall require a second before being acknowledged by the Chair. The Clerk shall enter into the minutes the motion and the names of the moving and seconding members. After a motion is stated by the Chair, it shall be open for debate but may be withdrawn by the maker at any time before a decision is made or an amendment adopted. A motion may be amended with the consent of the moving and seconding members at any time before a decision is made or an amendment adopted unless another motion is pending. The Clerk shall enter into the minutes the vote of each member on each motion.

Rule 26. Voting

It shall take at least three affirmative votes of the Board to pass any motion (Govt. Code §25005), except where supermajority four-fifths (4/5) votes or unanimous votes are required by law. Appendix B contains a list of common items that require a four-fifths (4/5) vote. Appendix B may be up-dated without amending these Rules. An abstention shall count as neither an "aye" nor a "no" vote.

A supervisor who is absent from all or a part of: (1) a public hearing, (2) an item that requires findings, or (3) an item that is quasi-judicial in nature, may subsequently vote on the matter if the supervisor has reviewed all evidence received during his/her absence, listened to the Clerk's recording or read a true and complete transcript of the proceedings, and so states on the record.

Rule 27. Roll Call Votes

The roll need not be called in voting upon a motion except where specifically required by law or requested by a Board member or the Chair. Each roll call vote shall be made in an order determined by the Clerk or directed by the Chair but generally shall first include: the maker of the motion; the member who seconded the motion; the balance of the members present, with the Chair called last, unless the Chair made, or seconded, the motion.

Rule 28. Conflicts of Interest

Any Board member with a disqualifying conflict of interest must, in compliance with the Political Reform Act:

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- a) Publically state the nature of the conflict in sufficient detail to be understood by the public;
- b) Recuse himself/herself from discussing and voting on item; and
- c) Leave the room until after the discussion, vote, and other disposition of the matter is concluded, unless the matter has been placed on the Consent Calendar.

The member may be allowed to address the Board as a member of the public. Disclosure of a conflict shall be noted in the official Board minutes. The member must also comply with all other applicable conflicts of interest laws.

Members may not have a financial interest in a contract approved or considered by the Board. In these cases disclosure and recusal does not remove the conflict and such a contract is considered void (Government Code §1090). The Board member is encouraged to discuss possible conflicts with County Counsel prior to the meeting.

Rule 29. Motion to Rescind

A motion to rescind any action or motion shall require four-fifths (4/5) vote unless notice has been given at the previous meeting, either verbally or in writing. If notice has been given, the motion requires only a majority vote of all the members of the Board. A motion to rescind is not in order if action has been taken which cannot be changed.

Rule 30. Motion to Reconsider

Any Board member who votes in the majority on a question, as well as any Board member who was absent, is eligible to make a motion to reconsider. A motion to reconsider shall be in order during the meeting at which the action to be reconsidered took place provided members of the public in attendance during the original action are still present in the Board chamber. In all other cases, motions for reconsideration must be placed on a future agenda for action.

A motion to reconsider shall require a majority vote. A motion to reconsider, if lost, shall not be renewed nor shall any subject be reconsidered a second time within twelve (12) months except by a four-fifths (4/5) vote of the Board. A motion to reconsider is not in order if action has been taken which cannot be changed.

Rule 31. Substitute Motion

A substitute motion is an amendment where an entire resolution or section, or one or more paragraphs is struck out and another is inserted in its place. The motion to substitute, if adopted by majority vote, does away entirely with the original motion. The vote shall then be taken on the motion that was substituted. A substitute motion is appropriate if amendments become involved or a paragraph requires considerable changes. A substitute motion may not be made when an amendment is pending.

Rule 32. Ordinances

Ordinances (other than zoning ordinances) are introduced at one meeting (first reading), then generally placed on the agenda for adoption at a subsequent meeting.

- The first reading will become the primary meeting at which: (1) the title of the ordinance will be read; (2) the Board will typically consider a motion to waive the reading of the text of the ordinance and to

introduce the ordinance by title only; (3) members of the public shall have an opportunity to address the ordinance; (4) the ordinance shall be introduced by a motion and majority vote of the Board.

- At the second reading: (1) the ordinance may be placed on the Consent Calendar for adoption; (2) if pulled from the Consent Calendar for separate action, the title of the ordinance may be read; (3) a motion to adopt the ordinance may be made; (4) a majority vote by roll call will adopt the ordinance.
- Pursuant to Government Code §25123, ordinances shall generally become effective 30 days from the date of final passage.

Zoning ordinances are publicly noticed and may be adopted by majority roll call at one hearing. Other ordinance hearing procedures may be used as required by law.

Rule 33. Planning Matters – Request for Continuance

Any Board member may, at his or her sole discretion, continue a planning matter within his/her District from one agenda to the next available regular meeting of the Board that will allow for any applicable legal noticing requirements.

Rule 34. Planning Matters – Original Jurisdiction

Any member may request the Board to exercise original jurisdiction over a use permit or other planning application, as authorized under the County Code, except in cases where state law requires a recommendation of the Planning Commission prior to action by the Board on the matter. A request to exercise original jurisdiction shall be filed in writing with the Clerk, or made orally at a Board meeting, prior to any decision by a lower level decision maker approving or denying the subject application. A request to exercise original jurisdiction need not state the reasons for the request but shall be brought as a noticed agenda item to the full Board for majority approval.

VIII. DUTIES OF COUNTY STAFF DURING BOARD MEETINGS

Rule 35. County Administrator

The County Administrator shall be present during Board meetings and shall provide such information as necessary to assist the Board members in their deliberation and decision making. The County Administrator may delegate this responsibility to the County Finance Manager or County Counsel should extraordinary circumstances prevent the discharge of this responsibility.

Rule 36. County Counsel

County Counsel shall be present during Board meetings, and shall serve as advisor to the Board on appropriate rules to comply with legal requirements. All questions of law shall be referred to County Counsel for his or her opinion. County Counsel may delegate this responsibility to the Assistant County Counsel or a Deputy County Counsel.

Rule 37. Clerk of the Board

The Clerk or Deputy Clerk shall be present during all meetings for the purpose of taking and maintaining the minutes of the meeting; presenting and receiving correspondence, records, documents, claims, reports, or petitions; preserving all records; marking or attesting all resolutions and ordinances; imparting information on Board documents of public record; and otherwise fulfilling all duties imposed by law or required by the Board.

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The Clerk shall record all regular meetings of the Board by audio or visual means or both. Regular meetings may also be broadcast or webcast.

Rule 38. Sheriff

The Sheriff, or a representative of the Sheriff's Office, shall at the discretion of the Chair or a majority of Board members, be in attendance at the meeting of the Board, for the purpose of maintaining order and upholding the law.

Rule 39. Department and Agency Directors

Department and Agency Directors, or a designee, having any matter on the agenda for consideration by the Board, whether consent or regular, shall be available for the purpose of providing information to the Board and shall also attend any Board meeting when requested to do so by a Board member or the County Administrator. Department and Agency Directors may be present in person or by telecommunication as the items warrants. Given Mono County's seasons and efforts to contain costs, Department and Agency Heads are asked to keep these factors in mind when scheduling meeting attendance.

IX. COMMITTEES

Rule 40. Board Committees/Assignments and Reporting Requirements

The Clerk shall maintain a list of Board Committees and Assignments. Annually, the incoming Chair shall review the list of Committees and Assignments. The list of appointments shall be adopted by the Board at their first meeting in January.

All members who are assigned to special projects, committees, and separate boards or commissions shall provide regular reports to the full Board regarding their activity in connection with the special projects, committees, and separate boards or commissions.(Government Code §53234, et. seq.).

Committee members shall call board committee meetings as needed provided they are held in conformance with the law. The County Administrator's Office and County Counsel shall serve as support staff to all Board committees. Other department heads and/or staff may also support as requested by the committee.

Rule 41. Standing Committees

Standing committees are those which have continuing jurisdiction over a particular subject matter or whose meeting schedule is fixed by resolution or action of the Board. Even if comprised of less than a quorum of the Board, a standing committee is subject to the Brown Act.

The Chair shall appoint members to each standing committee. Generally, appointments shall occur at the Board's first regular meeting in January. All standing committees shall be appointed for the calendar year, and the members shall continue as committee members until their successors have been appointed.

Rule 42. Ad-Hoc Committees

Ad-Hoc committees are not subject to the Brown Act. They may be formed by the Chair or Board action, shall be solely composed of members of the Board, less than a quorum of the Board, shall serve a limited or single purpose, for a limited time, and shall be dissolved once the specific task assigned is completed.

Ad-Hoc Committees are encouraged to conclude their business at the end of each calendar year. The Clerk will maintain a current index of Ad-Hoc Committees and their purpose.

X. OTHER

Rule 43. Board Member Referrals to Staff

Board member referrals, excluding constituent work, that are anticipated to involve significant staff time or other resource commitment and/or are a departure from established county or departmental policy require Board approval prior to starting work. Board members are encouraged to discuss referrals which may require significant resources with the Chair and CAO.

Board approval shall be obtained through majority action of the Board, on an agenda item in which the scope and resource needs of the referral are identified.

Rule 44. Action Summaries and Recordings of Meetings

The Clerk shall prepare and distribute Action Summaries (“minutes”) of Board meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda plus all motions, resolutions and ordinance numbers related thereto, all votes recorded thereon, and the final action taken by the Board. The minutes shall be made available internally and to the public and shall be placed on the Internet.

The Clerk shall maintain the official audio record of each Board meeting for a period of at least 2 years and will make these tapes available for listening by the public at no charge.

XI. PARTICIPATION OF THE PUBLIC

Rule 45. Public Comment / Time Limits

Members of the public have the right to address the Board on any item within the subject matter jurisdiction of the Board (Government Code §54954.3). Members of the public shall direct their comments to the Chair who may, at his or her discretion, request a response from staff. Time limitations are at the discretion of the Chair, and may be reduced or extended.

Public comments on items on the agenda will be called prior to the Board taking action on the item.

Under the Public Comments portion of the meeting, members of the public will be allowed to address the Board regarding any item **not on the agenda**. No action may be taken on items not on the agenda unless authorized by law.

Rule 46. Orderly Conduct

The Chair may determine when orderly conduct of a meeting is not feasible owing to disruptive behavior by persons in attendance. The Chair may request that person(s) disrupting the meeting leave the chambers/meeting room. If order cannot be restored, the Chair may order the chambers/meeting room cleared and continue in session. Members of the news media, except those participating in the disturbance, shall be allowed to remain. The Chair may re-admit any person(s) provided their re-admission will not disrupt the continued orderly conduct of business. The Chair may also call a recess and reconvene when order has been restored.

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Rule 47. Security and Prohibition of Banners/Signs or other Hazardous Objects

The Board has the power to implement security measures in the chambers/meeting room. Signs, posters, banners or other hazardous objects which could impair the safety of individuals in the event of an emergency are prohibited in the chambers/meeting room. Any large object/container that may be deemed a hazardous object which could impair the safety of individuals in the event of an emergency may be prohibited in the chambers/meeting room.

XII. Appendix A. Order of Agenda

Generally, business at Regular meetings shall be transacted in the following order. Business may be reordered by the Chair or by a majority of members. Without amending these Rules, the Board may modify or amend the Agenda Order.

- I. Call to Order (9:00 a.m.)
- II. Pledge of Allegiance
- III. Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board
- IV. Approval of Minutes
- V. Presentations
- VI. Board Member Reports on assigned Boards, Councils, Commissions or other meetings attended
- VII. County Administrative Officer Report
- VIII. Department/Commission Reports
- IX. Consent Calendar
- X. Correspondence Received
- XI. Regular Morning Calendar
- XII. Public Comment on Closed Session Items
- XIII. Closed Session
- XIV. Reconvene and Report from Closed Session (2:00 p.m. unless adjusted by the Chair as needed)
- XV. Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board
- XVI. Regular Afternoon Calendar

Adjournment – Meeting Adjourned in the Memory of/Moment of Silence/Reading of Names, City

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XIII. APPENDIX B. 4/5ths and Unanimous Vote Requirements

Subject	Vote	Code	Description
Off Agenda Action	Unanimous	Gov Code §54954.2(b)(2)	To consider an item not on the Agenda, the Board must make findings that the need to take action arose after the Agenda was posted. The vote requires at least four votes of the Board if two-thirds of the members are present. If less than two-thirds are present, it requires a unanimous vote.
Airport	4/5	Gov Code §26021	Property acquisition for airport purchases by purchase, condemnation or lease; resolution for County aid.
Airport	4/5	Gov Code §26026	Contribute money to the United States for the acquisition or improvement by the United States or any of its authorized agencies of airports in the county.
Bonds		Gov. Code §§26880, 26885, 26946, 29917, 53595.20, 53345.8; Sts. & Hwys Code §§9132, 5227, 10355, 9534.5; Ed. Code §15145; Pub. Util. Code §§99100, 99102, 99118, 99119	There are many special voting requirements and other processes required for bonds. Please check with counsel.
Bridges	4/5	Pub. Contract §20405(c)	Modify the plans, specifications and working details of bridge construction contracts.
Budget	4/5	Gov Code §29088	Changes to proposed budget after budget hearing but prior to final budget
Budget	4/5	Gov Code §29125	The following transfers and revisions to the adopted appropriations require a 4/5 vote: (1) between funds; or (2) transfers from appropriation for contingencies.
Budget	4/5	Gov Code §29127	Adopt resolution necessary to appropriate and expend funds necessary to meet specific emergencies.

Mono County Board Rules of Procedures

Budget	4/5	Gov Code §29130	Make available for appropriation any of the following fund balances: a) Restricted, committed, assigned, and unassigned fund balances, excluding the general reserves and nonspendable fund balance; b) Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.
Collections	4/5	Gov Code §26220(a) and (b)	a) Assign for the purpose of collection any or all delinquent bills, claims and accounts, and any or all money judgments taken in the name of the County. b) Assign for the purpose of collection any or all delinquent or unsecured taxes.
Condemnation/Eminent Domain	4/5	Code of Civ. Pro §1245.240	Adopt a resolution of necessity prior to commencing an eminent domain proceeding.
Contracts	4/5	Pub. Contract Code §20128	Modify terms of a construction contract.
Contracts	4/5	Pub. Contract Code § 20135	Alter or change in any manner the plans and specifications previously adopted by the Board for the erection, alteration, construction, or repair of any public building or structure, where such alteration or change increases cost.
Contracts	4/5	Pub. Contract Code §20136	Adopt an order to alter or change a contract that is for the erection, construction, alteration or repair of any public building or other structure.
Contracts	4/5	Pub. Contract Code § 20137	Contracts for the erection, construction, alteration, or repair of any public building or other structure: the Board may authorize a change if it does not exceed 10% of the original contract price
Contracts	4/5	Pub. Contract Code § 20150.10	Adopt a resolution declaring that a project can be performed more economically by county personnel, or that in the Board's opinion a contract to perform the project can be negotiated with the original bidders at a lower price than that in any of the bids, or the materials or supplies furnished at a lower price in the open market.
Contracts	4/5	Pub. Contract Code § 22038(a)(2)	After rejection of bids, adopt a resolution that declares that a project can be performed more economically by the employees of the agency.
Contracts	4/5	Pub. Contract Code §22050(a)(1)	In the case of an emergency, repair or replace a public facility, take any directly related and immediate action

Mono County Board Rules of Procedures

			required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. (See also Pub. Contract Code §22035.)
Contracts	4/5	Pub. Contract Code §22050(b)(1)	Adopt a resolution or ordinance that delegates to the appropriate county administrative officer, chief engineer or other nonelected agency officer, the authority to order any action pursuant to the emergency powers described in (a)(1) above.
Contracts	4/5	Pub. Contract Code §3400(c)(4)	Use of specific brand/trade name (without "or equal") in the invitation of bids or requests for proposals in order to respond to an emergency declared by a local agency by a four-fifths vote.
Counsel	4/5	Gov. Code § 25203	Employ counsel to assist the district attorney, county counsel or other counsel for the county or public entity for which the Board is the governing body.
Flood Control, Maintenance and Sanitation District	4/5	Gov. Code § 23014	Adopt a resolution appropriating any of its available moneys to a revolving fund (not to exceed \$500,000) to be used by any county sanitation district, county flood control district, or county district maintenance district located wholly within the county for certain purposes.
Legislation	4/5	Gov. Code §25123(d); Elec. Code §9141(a)(4)	Adopt ordinances that are for the immediate preservation of the public peace, health or safety, which contain a declaration of the facts constituting the urgency, in which case the ordinance shall take effect immediately.
Parks	Unanimous	Gov. Code §25583	Adopt a resolution of intention to abandon a park or a portion of a park and fix a time when it will meet to take final action.
Parks	4/5	Gov. Code §25553	Find that the enlargement or improvement of the public park, beach, golf course or recreation ground is of general county interest or that the cost of maintenance is increased by reason of use by residents of the county outside of the city, such that the Board may determine to extend aid to city parks.
Planning	4/5	Gov. Code §65858	Adopt as an urgency measure, an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal. Any extension of time on the interim ordinance also requires a 4/5 vote.

Mono County Board Rules of Procedures

Planning	4/5	Pub. Util. Code §§ 21676, 21676.5	Overrule an airport land use commission's determination.
Property	Unanimous	Gov. Code §25363	Cash sale or lease of any property not required for public use at a noticed public auction (4/5ths vote); sale or lease at an unadvertised, private sale can be authorized by simple majority, but only after the Board unanimously finds that the value of the property does not exceed \$500, monthly rental value is less than \$75 or it is a product of a County farm.
Property	Unanimous	Gov. Code §25550 & §25550.5	Conveyance of county property to city for public park purposes
Property	4/5	Gov. Code §25365(a)	Convey to another governmental agency within the county any real or personal property
Property	4/5	Gov. Code §25365(b)	Exchange real property with any person, firm or corporation for the purpose of removing defects in the title or where the real property is not required for county use and the county to be acquired is required for county use.
Property	4/5	Gov. Code §25515.2(c)	Action to approve any sale, lease, lease with option to purchase, development or contract agreement for public property after a request for proposals.
Property	4/5	Gov. Code §25536(a)	Enter leases, concession or managerial contracts involving leasing or subleasing county-owned, leased or managed property devoted to or held for certain purposes
Property	4/5	Gov. Code §25536(c)	Sell or lease county-owned property without complying with Article 8 "Sale or Lease of Real Property" if the county repurchase or leases back the property as part of the same transaction. Pledge specific revenues as security for the payment of obligations incurred in the repurchase or leaseback of the property.
Property	4/5	Gov. Code §25536.5	Approve an agreement to amend a lease, sublease, concession or managerial contract entered to permit a permanent improvement or alteration of property at the expense of the lessee or concessionaire and to permit a credit on rentals or other reimbursement.
Property	4/5	Gov. Code §25526	Adopt a resolution declaring intent to sell or lease property.
Property	4/5	Gov. Code §53867	Determines that property cannot be sold for a sum at

Mono County Board Rules of Procedures

			least equal to the total of the amount paid, all accrued penalties and delinquencies, and necessary expenses incurred, the local agency may sell the property or lien for less than such total but not less than the fair market value of the property or lien.
Roads	Unanimous	Sts. & Hwy Code §1026(c)	County aid to road districts: order the expense of material for highway construction to be paid out of the county general fund.
Special Assessment Districts	4/5	Sts. & Hy. Code §§ 2808.5, 2808.6, 2808.7	There are several statutory special vote requirements related to special assessment districts. Please consult with County Counsel.
Special Purpose District	Unanimous	Gov. Code § 26909, subd. (b)	Approve a unanimous request made by the governing board of a special district to replace an annual audit with another specified audit.
Streets and Highway	4/5	Sts. & Hwy. Code §942	Let county equipment used in the maintenance and construction of county roads, when such equipment is not in use upon the roads under the jurisdiction of the board, and may charge for the use thereof a rental, and arrange the basis of compensation, in keeping with the general conditions prevailing in the county in which the transaction is made.
Streets and Highway	4/5	Sts. & Hwy. Code § 969.5	Adopt a resolution that determines that the general county interest demands the improvement or repair of a privately owned road.
Streets and Highway	4/5	Sts. & Hwy. Code § 1070	Determine that the public convenience and necessity demand the acquisition or construction of a new county highway or improvement, repair or maintenance of any existing county highway, and the expense of such new highway or the expense of improving, repairing, or maintaining such existing highway is too great to pay out of the road fund of the district (such that the Board may adopt a resolution to make such acquisition or do such work and charge the expense to the county general fund, the road fund of the county, or the district fund of any district benefited).
Streets and Highway	4/5	Sts. & Hwy. Code § 1627	Adopt a resolution that establishes a “county highway right of way acquisition revolving fund” for acquiring rights of way for county highway purposes through purchase or condemnation.

Mono County Board Rules of Procedures

Streets and Highway	4/5	Sts. & Hwy. Code §§ 1680, 1686	Adopt a resolution that determines that certain activities are of general county interest and that county aid may be extended to cities for city streets.
Streets and Highway	4/5	Sts. & Hwy. Code § 1700	Adopt a resolution that declares any highway lying in whole or in part within a city to be a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair.
Tax	4/5	Gov. Code § 53724	Approve an ordinance or resolution that proposes a tax that is subject to approval by the voters pursuant to Government Code section 53722
Tax	4/5	Rev. & Tax. Code § 7285	Approve ordinance proposing a transactions and use tax for general purposes.
Tax	4/5	Rev. & Tax. Code § 7285.5	Adopt ordinance regarding a transactions and use tax for specific purposes.

Mono County Board Rules of Procedures

XIV. APPENDIX C. Request to place an Item on the Board's Agenda by the public or non-County entities

- a) The public or any non county entity (i.e. other governments, businesses, non-profits groups or other interest groups) are requested to contact the Clerk of the Board of Supervisors (760-932-5533 or 760-932-5538) for the date of the next available agenda. This information online at: <http://monocounty.ca.gov/bos>; click on **Meetings** link.
- b) A non-county individual or group seeking placement of an item on the Board of Supervisor's Agenda must have one of the Supervisors sponsor the item, and notify the Clerk of the Board with the name of Board Member sponsor.
- c) The following information is required via email to the Clerk of the Board of Supervisors before the item will be added to the agenda:
- *A brief description of the item to be discussed.*
 - *Is there a requested Board action, or is this item informational?*
 - *Is there a fiscal impact to the County?*
 - *Name of the person(s) who will be appearing before the Board to make the presentation.*
 - *The amount of time requested, including discussion and questions from the Board.*
 - *Preferred time of presentation, morning or afternoon.*
Morning is between 9:30-12:00 p.m.; afternoon is after 2:00 p.m.
- NOTE:** *An afternoon time may not be possible if the meeting will be finished before Noon.*
- *If the request is coming from an organization, please provide via email a cover memo on the organization's letterhead addressed to the Mono County Board of Supervisors describing in detail the request, expected Board action, and fiscal impact.*
 - *If handouts are to be provided or additional information at the Board meeting, you must provide this information via email to the Clerk of the Board of Supervisors. At least 20 copies for public distribution*
 - *If a PowerPoint presentation will be presented, please email it prior to the agenda deadline so it can be included in the Board's packet.*
- d) Upon request, the Clerk of the Board will provide a copy of a sample cover memo.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: Clerk of the Board

TIME REQUIRED 30 minutes (5 minute presentation; 25 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Board Chair

SUBJECT Supervisors' Appointments to Boards, Commissions and Committees

AGENDA DESCRIPTION:

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

Mono County Supervisors serve on various boards, commissions, and committees for one-year terms that expire on December 31st. Each January, the Board of Supervisors makes appointments for the upcoming year.

RECOMMENDED ACTION:

Appoint Supervisors to boards, commissions and committees for 2015.

FISCAL IMPACT:

None.

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

- [Committees Commissions Staff Rpt](#)
- [Board Appts](#)
- [Board Membership List](#)

History

Time	Who	Approval
12/22/2014 11:00 AM	County Administrative Office	Yes
12/31/2014 9:16 AM	County Counsel	Yes
12/29/2014 5:33 PM	Finance	Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Bob Musil, Clerk of the Board

To: Honorable Board of Supervisors

From: Shannon Kendall, Assistant Clerk of the Board

Date: January 6, 2015

Subject

Boards, Commissions, and Committees

Recommendation

Appoint Supervisors to boards, commissions, and committees for 2015.

Discussion

The Mono County Supervisors serve on various boards, commissions, and committees for one-year terms that expire on December 31st. Each January, the Board of Supervisors makes appointments for the upcoming year.

Regarding the appointments to RCRC Environmental Services Joint Powers Authority (ESJPA), in the past the Board of Supervisors has appointed Tony Dublino to act as an alternate delegate with all rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the ESJPA, and to vote upon any and all matters. Please keep this in mind when reviewing appointments to the RCRC ESJPA.

New to the annual list is the Treasury Oversight Committee which was created on December 17, 2013. At that time Supervisor Johnston was appointed as a member and Supervisor Stump was appointed as an alternate member. New members will need to be appointed for 2015 and this Committee is now included on the attached lists.

Fiscal Impact

None

MONO COUNTY BOARD MEMBERS
APPOINTED TO COMMISSIONS & COMMITTEES
2014

LARRY JOHNSTON – SUPERVISOR DISTRICT #1

Airport Land Use Commission (Alternate)
Alcohol, Drug, Mental Health combined Advisory Board (Alternate)
Conway Ranch Task Force (Alternate)
Collaborative Planning Team
CSAC (California State Association of Counties)
Eastern Sierra Child Support Regional Oversight Committee
Eastern Sierra Council of Governmental Entities
Great Basin Unified Air Pollution Control District
IMACA (Inyo Mono Advocates for Community Action)
Law Library
Local Transportation Commission (??, Alternate)
Long Valley Hydrologic Advisory Committee
Mammoth Lakes Housing
Mammoth Mountain Ski Area Liaison Committee
Mono County Children & Families Commission (Alternate)
Town-County Liaison Committee (Alternate)
Treasury Oversight Committee
YARTS JPA (Alternate)

FRED STUMP – SUPERVISOR DISTRICT #2

Airport Land Use Commission
Community Corrections Partnership (Alternate)
Emergency Services Council (ex-officio chair)
Great Basin Unified Air Pollution Control District (Alternate)
Local Agency Formation Commission (LAFCO)
Local Transportation Commission (Lynda Salcido, Alternate)
Treasury Oversight Committee
Mono County Senior Citizens Program
Town-County Liaison Committee

TIM ALPERS – SUPERVISOR DISTRICT #3

Central Sierra Conservation Resource Development Council
Coalition for Unified Recreation in the Eastern Sierra (Alternate)
Eastern Sierra Community College Committee
Eastern Sierra Council of Governmental Entities (Alternate)
Eastern Sierra Transit Authority (ESTA)
Emergency Services Council (Alternate)
Local Agency Formation Commission (LAFCO) (Alternate)
Mammoth Mountain Ski Area Liaison Committee
National Association of Counties
YARTS JPA

TIM FESKO – SUPERVISOR DISTRICT #4

Bodie Hills Coordinating Resource Management Planning Steering Committee
Central Nevada Regional Water Authority (CNRWA)
California State Association of Counties (CSAC) (Alternate)
Conway Ranch Task Force
Economic Development Strategic Plan Sub-Committee
Local Transportation Commission (Tim Hansen, Alternate)
Mono County Senior Citizens Program
National Association of Counties (Alternate)
Regional Council of Rural Counties (RCRC), CRHMFA Homebuyers Fund &
Environmental Services Joint Powers Authority (ESJPA)

BYNG HUNT – SUPERVISOR DISTRICT #5

Airport Land Use Commission
Alcohol, Drug, Mental Health Combined Advisory Board
BLM Land Tenure Committee
Coalition for Unified Recreation in the Eastern Sierra
Collaborative Planning Team
Community Corrections Partnership
Eastern Sierra Child Support Region Oversight Committee (Alternate)
Eastern Sierra Council of Governmental Entities
Eastern Sierra Transit Authority (ESTA)
Emergency Services Council
Great Basin Unified Air Pollution Control District

Integrated Waste Management Act of 1989 Independent Hearing Panel
for Local Enforcement Agency
Inter-Agency Visitors' Center Board of Directors
Local Agency Formation Commission (LAFCO)
Mammoth Lakes Chamber of Commerce (ex-officio member to serve as liaison)
Mammoth Lakes Housing (Alternate)
Mammoth Mountain Ski Area Liaison Committee (Alternate)
Mono County Children & Families Commission
Regional Council of Rural Counties (RCRC), CRHMFA Homebuyers Fund &
Environmental Services Joint Powers Authority (ESJPA) (Alternate)
Sierra Nevada Conservancy
Town-County Liaison Committee
YARTS JPA

**MONO COUNTY BOARD OF SUPERVISORS
2014 BOARD/COMMISSION/COMMITTEE MEMBERSHIP LIST**

Date of Appointment 01/07/20143 ~ Term Expires 12/31/2014

AIRPORT LAND USE COMMISSION

- Byng Hunt, Supervisor
- Fred Stump, Supervisor
- Larry Johnston, Supervisor Alternate

ALCOHOL, DRUG, MENTAL HEALTH COMBINED ADVISORY BOARD

- Byng Hunt, Supervisor
- Larry Johnston, Supervisor Alternate

BODIE HILLS COORDINATING RESOURCE MANAGEMENT PLANNING STEERING COMMITTEE

- Tim Fesko, Supervisor

BLM LAND TENURE COMMITTEE (issues are addressed as part of the CPT)

- Byng Hunt, Supervisor

CENTRAL NEVADA REGIONAL WATER AUTHORITY (CNRWA)

- Tim Fesko, Supervisor

CENTRAL SIERRA CONSERVATION RESOURCE DEVELOPMENT COUNCIL

- Tim Alpers, Supervisor

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC)

- Larry Johnston, Supervisor
- Tim Fesko, Supervisor Alternate

CONWAY RANCH TASK FORCE

- Tim Fesko, Supervisor
- Larry Johnston, Supervisor Alternate

COALITION FOR UNIFIED RECREATION IN THE EASTERN SIERRA

- Byng Hunt, Supervisor
- Tim Alpers, Supervisor Alternate

COLLABORATIVE PLANNING TEAM, MONO COUNTY

- Larry Johnston, Supervisor

COMMUNITY CORRECTIONS PARTNERSHIP

- Byng Hunt, Supervisor
- Fred Stump, Supervisor Alternate

ECONOMIC DEVELOPMENT STRATEGIC PLAN SUB-COMMITTEE

- Tim Fesko, Supervisor

EASTERN SIERRA CHILD SUPPORT REGIONAL OVERSIGHT COMMITTEE

- Larry Johnston, Supervisor
- Byng Hunt, Supervisor Alternate

EASTERN SIERRA COMMUNITY COLLEGE COMMITTEE

- Tim Alpers, Supervisor

EASTERN SIERRA COUNCIL OF GOVERNMENTAL ENTITIES

- Byng Hunt, Supervisor
- Larry Johnston, Supervisor
- Tim Alpers, Supervisor Alternate

EASTERN SIERRA TRANSIT AUTHORITY (ESTA)

- Byng Hunt, Supervisor
- Tim Alpers, Supervisor

EMERGENCY SERVICES COUNCIL, MONO COUNTY

- Fred Stump, Supervisor (ex-officio chair)
- Byng Hunt, Supervisor
- Tim Alpers, Supervisor Alternate

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

Ted Schade, Air Pollution Control Officer, 157 Short Street, Suite 6, Bishop, California 93514
760-872-8211, 760-872-6109 (fax)

- Larry Johnston, Supervisor
- Byng Hunt, Supervisor
- Fred Stump, Supervisor Alternate

INTEGRATED WASTE MANAGEMENT ACT OF 1989 INDEPENDENT HEARING PANEL FOR LOCAL ENFORCEMENT AGENCY

- Byng Hunt, Supervisor 11/3/2009-11/3/2013

INTER-AGENCY COMMITTEE ON OWENS VALLEY LAND & WILDLIFE

BLM Office (Bishop)

January 4, 2011: Removed from list; retain for future reference

INTER-AGENCY VISITORS' CENTER BOARD OF DIRECTORS

- Byng Hunt, Supervisor

IMACA (INYO MONO ADVOCATES FOR COMMUNITY ACTION)

- Larry Johnston, Supervisor Thru 12/31/2014

LAW LIBRARY, MONO COUNTY

Board of Library Trustees

- Larry Johnston, Supervisor

LOCAL AGENCY FORMATION COMMISSION (LAFCO)

Scott Burns, Executive Officer (appointed 4/1/86)

- Fred Stump, Supervisor
- Byng Hunt, Supervisor
- Tim Alpers, Supervisor Alternate

LOCAL TRANSPORTATION COMMISSION, MONO COUNTY

- Tim Fesko, Supervisor (Tim Hansen, alternate)
- Larry Johnston, Supervisor (??, alternate)
- Fred Stump, Supervisor (Lynda Salcido, alternate)

LONG VALLEY HYDROLOGIC ADVISORY COMMITTEE

- Larry Johnston, Supervisor

MAMMOTH LAKES CHAMBER OF COMMERCE

Mailing Address: P.O. Box 3268, Mammoth Lakes, CA 93546 Phone: (760) 934-3068

- Byng Hunt, Supervisor (ex-officio member to serve as liaison)

MAMMOTH LAKES HOUSING

- Larry Johnston, Supervisor
- Byng Hunt, Supervisor Alternate

MAMMOTH MOUNTAIN SKI AREA LIAISON COMMITTEE

- **Larry Johnston**, Supervisor
- **Tim Alpers**, Supervisor
- **Byng Hunt**, Supervisor Alternate

MONO COUNTY CHILDREN & FAMILIES COMMISSION

P. O. Box 130, Mammoth Lakes, CA 93546, 760-924-7626, Fax 760-934-8443

- **Byng Hunt**, Supervisor
- **Larry Johnston**, Supervisor Alternate

MONO COUNTY SENIOR CITIZEN PROGRAM

- **Tim Fesko**, Supervisor
- **Fred Stump**, Supervisor

NATIONAL ASSOCIATION OF COUNTIES

- **Tim Alpers**, Supervisor
- **Tim Fesko**, Supervisor Alternate

REGIONAL COUNCIL OF RURAL COUNTIES (RCRC)/CRHMFA Homebuyers Fund & Environmental Services Joint Powers Authority (ESJPA)

1020 12th Street, Suite 200, Sacramento, California 95814

- **Tim Fesko**, Supervisor
- **Byng Hunt**, Supervisor Alternate
- **Tim Alpers**, Supervisor 2nd Alternate
- **Tony Dublino**, Solid Waste (backup)

SIERRA NEVADA CONSERVANCY

Bishop Office: 351 Pacu Lane, Ste 200, Bishop, CA 93514, 760-872-1120

- **Byng Hunt**, Supervisor

SOLID WASTE TASK FORCE

January 7, 2014: No appointment made; composition of committee changed

TOWN-COUNTY LIAISON COMMITTEE

- **Byng Hunt**, Supervisor
- **Fred Stump**, Supervisor

- **Larry Johnston**, Supervisor Alternate

TREASURY OVERSIGHT COMMITTEE

- **Larry Johnston**, Supervisor
- **Fred Stump**, Supervisor

YARTS JPA

- **Tim Alpers**, Supervisor
- **Byng Hunt**, Supervisor
- **Larry Johnston**, Supervisor Alternate



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: County Administrator's Office

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

**PERSONS
APPEARING
BEFORE THE
BOARD** Jim Leddy

SUBJECT 2015 Mono County Legislative
Agenda

AGENDA DESCRIPTION:

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

Review of Mono County 2015 draft Legislative Platform and consideration for adoption.

RECOMMENDED ACTION:

1. Review proposed draft 2015 Mono County Legislative program; 2. Direct for any adjustments; 3. Adopt 2015 Mono County Legislative Platform as amended if Board concurrence; 4. Direct staff to distribute to Mono County state and federal legislators as well as schedule legislative visits.

FISCAL IMPACT:

There is no fiscal impact from adopting a platform.

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:

California State Association of Counties

Rural County Representatives of California

Assemblyman Frank Bigelow

State Senator Tom Berryhill

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [2015 Mono County Legislative Platform Cover Memo](#)
- [2015 Mono County Legislative Platform Draft](#)

History

Time	Who	Approval
12/29/2014 8:52 AM	County Administrative Office	Yes
12/31/2014 9:14 AM	County Counsel	Yes
12/29/2014 2:24 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

January 6, 2015

To: Honorable Chair and Members of the Board of Supervisors
From: Jim Leddy, County Administrative Officer
Stacie Klemm, Office Manager

SUBJECT: 2015 Mono County Legislative Platform Draft

RECOMMENDATION:

- 1) Review proposed draft 2015 Mono County Legislative program;
- 2) Direct for any adjustments;
- 3) Adopt 2015 Mono County Legislative Platform as amended if Board concurrence;
- 4) Direct staff to distribute to Mono County state and federal legislators as well as schedule legislative visits.

FISCAL IMPACT: There is no fiscal impact from adopting the Platform.

DISCUSSION: In January 2014, the Board of Supervisors adopted the first ever Mono County Legislative Platform to strengthen the County's advocacy at the state and federal level. This Platform was developed by soliciting feedback from County staff and brought before the Board for review on December 2013 and for final adoption on January 14, 2014.

The 2014 Platform included legislative items that the Board has already taken a position on from January 2013 to January 2014, as well as additional input provided by departments. In preparing the 2015 draft, staff reviewed the following documents:

- The California State Association of Counties 2013 and 2014 State and Federal Advocacy Priorities,
- Rural County Representatives of California (RCRC) 2013-14 Policy Principles,
- the draft Eastern Sierra Council of Governments (ESCOG) Legislative Platform,
- Any legislative advocacy positions taken by the County in calendar year 2014.

The County had tremendous legislative success in 2014. Thanks to the combined efforts of the Board and the staff, the County's top federal legislative issues, mitigating the impacts of a potential listing of the Bi-State Sage grouse, saw movement. The United States Department of Agriculture embraced the Bi-State Sage Grouse working groups proposed mitigation plan and funded it at \$37 million. This funding will support various local and federal efforts to protect the species which is potentially to be listed for Endangered Species Act protection. Due to this advocacy success, including the hands on work of the Vice Chair of the Board and staff to directly lobby their members of Congress and federal agencies, the decision to list is delayed while these proactive, less regulatory efforts are given the opportunity to work.

Legislative Platforms are intended to be living documents which change as the strategic goals of the organization are achieved and as unanticipated items arise during a state or federal legislative session. Items uncovered by the Platform and which the County should address, will be handled in the same manner as they have been in the past, by bringing the issue before the Board for public dialogue and Board direction.

To ensure this platform remain relevant, it is further recommended the Platform be reviewed, updated and adopted annually.

If you have any questions please contact me at (760) 932-5414 or jleddy@mono.ca.gov.



Mono County

2015 State and Federal Legislative Platform

Draft

Adopted by the Mono County Board of Supervisors

January 6, 2015

Mono County Board of Supervisors

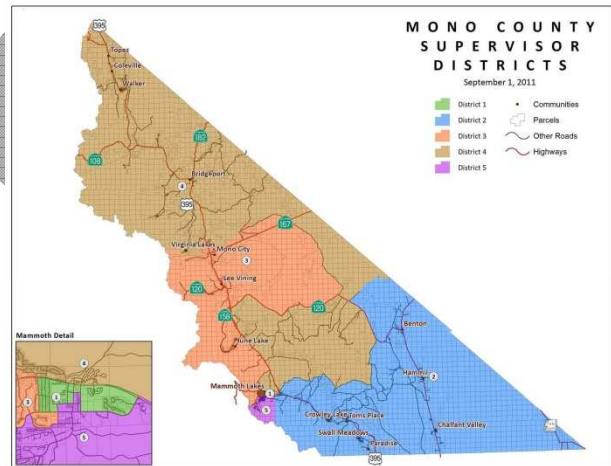
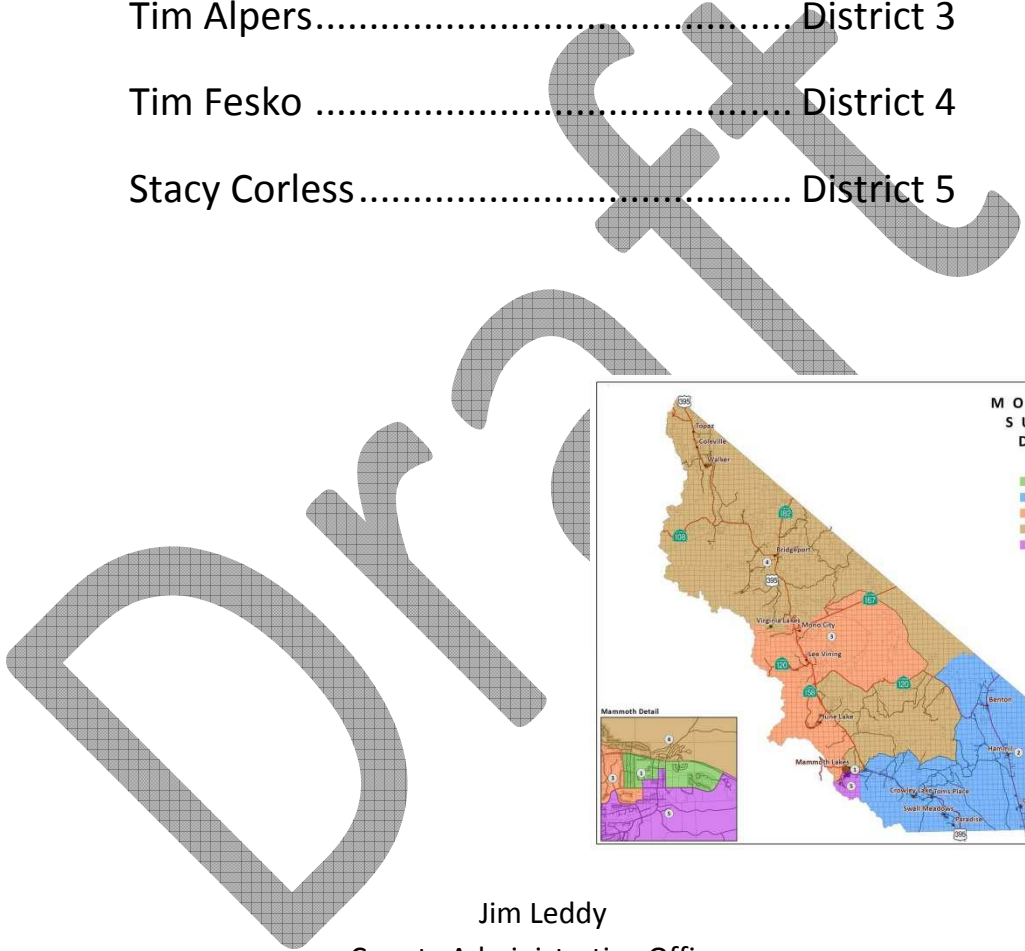
Larry Johnston District 1

Fred Stump District 2

Tim Alpers District 3

Tim Fesko District 4

Stacy Corless District 5



Jim Leddy
County Administrative Officer
PO Box 696
Bridgeport, CA 93517
Tel: (760) 932-5410
Email: jleddy@mono.ca.gov

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Introduction

Mono County, California, is a rural county situated between the crest of the Sierra Nevada Mountains and the California/Nevada border. Accessed by state-designated Scenic Byway US Highway 395 which weaves its way north-south, Mono County is 108 miles in length, and has an average width of only 38 miles. With dramatic mountain boundaries that rise in elevation to over 13,000 feet, the county's diverse landscape includes forests of Jeffrey and lodge pole pine, junipers and aspen groves, hundreds of lakes, alpine meadows, streams and rivers, and sage-covered high desert. The county has a land area of 3,030 square miles, or just over 2 million acres, 94% of which is publicly owned. Much of the land is contained in the Inyo and Humboldt-Toiyabe National Forests, as well as the John Muir and Ansel Adams Wilderness areas. As a result, Mono County offers vast scenic and recreational resources, and has unsurpassed access to wilderness and outdoor recreation and adventure.

The county is home to, and named after Mono Lake, which is a large high-desert saline lake with intriguing limestone tufa formations, and is a vital habitat for millions of migratory and nesting birds. Mono Lake is just one of the reasons that Mono County was listed in the "Top 10 U.S. Destinations to Visit" in 2013, by pre-eminent travel guide publisher, *Lonely Planet*, along with the historic gold rush town of Bodie, which during its heyday in the late 1800's was home to as many as 10,000 people, and is now maintained in a state of "arrested decay" for the public to come and enjoy. The travel guide also called out Devils Postpile National Monument, which stretches 60 feet into the sky like a giant stone pipe organ and is one of the world's finest examples of columnar basalt. Yet another natural wonder, Yosemite National Park is only 12 miles from Lee Vining and Mono Lake; the park's east entrance gate is located at the top of Tioga Pass, which is open seasonally from mid-May to early November.

Mono County has several small towns and charming villages, each with their own scenic beauty, year-round recreational opportunities, natural and historical attractions, and unique characteristics. The County seat is proudly located in Bridgeport where the original courthouse is the second oldest in the state to be in continuous use. The only incorporated town in the county is Mammoth Lakes, which is located at the base of world-renowned Mammoth Mountain Ski Area, with a summit of 11,053 feet, over 3500 skiable acres, 28 lifts, and an average of 400 inches of snowfall annually. Approximately 7,500 people reside in the Mammoth Lakes area year-round, but during the peak winter season, the population swells to over 35,000 when visitors from around the state, country and world come to ski and snowboard and take part in many other winter activities. Sister resort, June Mountain, just 20 miles north of Mammoth, offers uncrowded, wide-open slopes and a more peaceful, family-friendly alternative to busier ski areas.

Summer, however, is when Mono County really shines. The region offers countless miles of alpine hiking, superb trout fishing at dozens of well-stocked lakes, streams and rivers, kayaking, cycling, horseback riding, golfing and endless warm-weather adventures. Photographers flock to the county in September and October when it is almost impossible to take a bad photo of the fall color that lights up the Eastern Sierra landscape. *Sunset Magazine* named Mono County one of the "Top 5 places to Hike" in autumn and *TravelAndLeisure.com* listed Mono County as one of "America's Best Fall Color Drives." A wide variety of lodging, restaurants and shops are available throughout the county, and commercial air service to Mammoth Yosemite Airport, just a 10 minute drive from the

Town of Mammoth Lakes, is available from Los Angeles, San Francisco, Orange County and San Diego on Alaska and United Airlines throughout the winter, and from Los Angeles in summer and fall.



Draft

General Guidelines

The Mono County Board of Supervisors supports the general guidelines set forth below. County staff will apply these guidelines in evaluating legislation, as well as executive and regulatory actions. It is the Board's objective to implement these guidelines.

To support the County's service to the community, the County should:

- Support legislative and budget efforts that protect and/or enhance local governments revenues, maximize the County's access to state and federal funding sources, and/or increases local funding flexibility;
- Oppose any effort to balance the state budget through the taking of local government resources;
- Support legislation that protects the County's quality of life, its diverse natural resources, and preserves the essence and history of the County;
- Support legislation that provides tax and funding formulas for the equitable distribution of state and federal monies while opposing attempts to decrease, restrict or eliminate County revenue sources;
- Support legislation and budget action which provides additional and continuing funding for local road infrastructure, including complete street features;
- Oppose legislative and administrative actions which would create federal unfunded mandates and/or preempt local decision making authority;
- Support legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people;
- Support the promotion of tourism, filming, and a diversified local economy in the Eastern Sierra in order to achieve strong economic growth and prosperity;
- Continue to support legislation that honors our veterans for their service to our country;
- Support efforts that further the goals outlined in the County's Strategic Plan (once developed and adopted).

State Priorities

1. **Protect County Revenue Sources** - Many County programs are at risk due to the instability of State and Federal funding. The Board supports efforts to sustain funding enabling continuation of critical programs for Mono County's constituents.
2. **Encourage Regulation Relief/Reform** – Given government downsizing at all levels, the Board supports efforts to achieve responsible regulation relief in the following areas:
 - a. **California Environmental Quality Act (CEQA) Reform** –Support legislative reforms to CEQA to simplify and streamline local permit processing, while still protecting the environment. Exemptions to CEQA, such as for infill development, should apply to the smaller communities of Mono County as well as urban areas. Reforms should also avoid the abuse of CEQA for non-environmental issues, such as recent non-environmental motivations for union challenges to CEQA documents for geothermal project in Mono County.
 - b. **Permit Streamlining** – Support collaborative State involvement in local planning and permitting, rather than oversight roles that add duplicative or redundant reviews (i.e. Mines and Geology, Housing and Community Development). Continue to support efforts for single permit issuance where multiple agencies regulate (i.e. wetlands permit).
3. **Natural Resources & Agriculture**
 - a. **Sustainable Funding for State Parks** – Continue to support measures to sustain our State parks for the continued enjoyment of visitors and local residents alike. Closure of these parks would result in a significant negative economic impact on our County as tourism is one of our most important economic drivers.
 - b. **Protect our Communities from Forest Fires** – Continue to support measures to address forest fire prevention policies and programs in both private and public lands. Continue to seek funding for legislation that supports these goals. Support RCRC efforts to gain additional federal fire management resources.
 - c. **Support Bio-energy Action Plan** - Mono County supports the ongoing commitment of the California Energy Commission to the 2012 Bio-energy Action Plan, which has resulted in working groups such as the California Biomass Collaborative and legislation like SB 1122. We encourage the various state agencies involved to continue evolving this field of work to produce cleaner, more affordable technology based on sustainable and healthy forestry principles in a manner that benefits rural Sierra economies. In particular, we encourage state agencies such as the Sierra Nevada Conservancy and California Energy

Commission to provide funding for project scoping and planning. Determining a suitable site with a biomass supply that is sustainably available and generating community support is critical to a project's success, but funding for these activities is currently limited.

- d. **Support legislation that promotes, protects, or facilitates the sustainability of our local agricultural** - Mono County agriculture is an important local economic driver, provides jobs, and contributes to the open-space landscape that draws visitors. Reinstatement of Williamson Act subventions and continue to develop alternative funding measures, such as the Strategic Growth Council's Sustainable Agricultural Lands Conservation Program.

4. Public Safety & Criminal Justice

- a. **Encourage Efforts to Combat Illegal Trespass due to Marijuana Cultivation** - Instances of illegal trespass and violent crimes on both public and private lands place our residents, visitors, and law enforcement officers at risk. The County will advocate for solutions to stem illegal marijuana cultivation in all areas of the County by working with private property owners, the U.S. Forest Service, the Bureau of Land Management, the California State Board of Forestry and Fire Protection, the California Department of Parks and Recreation, and other regulatory entities to address this problem. The County also supports fines that cover the cost of site clean-up and restoration to mitigate for the impacts to the land, water quality and quantity.
- b. **State Realignment & Cost-Shifts** - Continue to ensure successful implementation of the broad array of programs transferred to county jurisdiction under the 2011 Public Safety Realignment. Including appropriate distribution of AB 109 funding. Support state policy changes that will allow for greater administrative and program flexibility for County programs associated with this shift of responsibility.
- c. **Rural Fire Districts** - The population of Mono County is highly rural and dependent upon voluntary associations that provide basic emergency services. These volunteer fire districts provide services to residents, tourists, and are often the first responders to accidents. Support relief for rural fire districts.

5. Transportation & Infrastructure

- a. **Support legislation and budget action which provides additional and continuing funding for local road and county facility infrastructure.**
 - i. **Support rehabilitation of the Bodie Road (Highway 270)** - Our County economy is based on tourism and one of the main attractions in the

Bridgeport area is Bodie State Historical Park. Currently the unpaved section of State Highway 270 which connects the park to Highway 395 is in disrepair. Many county visitors request the road be paved all the way to the park kiosk. The Board and staff have been collaborating with State Parks to advance the efforts to improve this section of the Bodie Road. Seek legislation/state budget funds to support state repair and ongoing maintenance of State Highway 270 to Bodie as well as ensure funding for this effort.

- ii. **Support Early Sierra Pass Openings** - Another main attraction for tourists in the Eastern Sierra is Yosemite National Park. It is vital for Mono County tourism that all trans-Sierra passes including Tioga Pass (State Route 120), Sonora (State Route 108) and Monitor (State Route 89) are open by Memorial Day, allowing spring holiday travelers access to the park from the eastside. In the past, ensuring timely snow removal has required collaboration between Caltrans, the County and in the case of Highway 120 the Yosemite National Park and the County. Each agency currently provides funding, equipment and personnel for various sections of the road. Seek legislation that ensures State and Park responsibility and timeliness for their sections of the road, allowing county funds to be used for County roads.

- b. **Support state resources for county compliance with California Air Resources Board (CARB) Emissions Standards** – In order to meet the CARB requirements for improving air quality in California, Mono County will need to replace most of our fleet of heavy duty diesel equipment. Current replacement schedules show this would cost the County around \$16 million over the next 13 years. Support legislation extending the compliance deadline in rural counties for replacement of on-road and off-road heavy duty diesel equipment. Support exemptions for rural counties that do not have air quality problems or the resources to meet regulatory requirements and encourages financial assistance from the State Air Resources Board to foster compliance.

6. Administrative & Fiscal Services

- a. **Support resources for improving county record keeping services and election administration and monitor legislation that may impact the following:**
 - i. 1) recording fees and process, and recorded documents;
 - ii. 2) vital statistic fees and process;
 - iii. 3) public records;
 - iv. 4) unfunded mandates;
 - v. 5) vote-by-mail, voter registration, election management systems, elections process, and election equipment.

- b. **Support Williamson Act Funding** - The State of California has eliminated funding for the Williamson Act (the California Land Conservation Act). Mono County, like most other rural counties, is dependent on State funding to offset the loss of property tax revenue to the County. This program has been hugely beneficial to our agricultural county. Support legislation and budget language that seeks full funding of the Williamson Act.
- c. **Support the full funding of all Payment in Lieu of Taxes (PILT)** - Support legislation and budget efforts that continue to maximize the PILT revenue from the federal and state government to counties and continues full funding of PILT without restrictions beyond the current authorization.
- d. **Support full funding of the Secure Rural Schools program** – These funds are critical to Mono County in that they provide funding for both the Mono County Office of Education programs but also they support road maintenance to ensure students can get to and from school on County roads.

7. Health and Human Services

- a. **Ensure State and Federal Healthcare Reform has equitable funding formula for rural counties** - In 2014, Implementation of Affordable Care Act (ACA) began, it is vital that local government funding streams reflect equitable distribution formulas to service our rural constituents. Securing adequate funding to sustain health care reform measures is important to Mono County. Key issues include:
 - i. Medi-Cal expansion and funding for these mandates
 - ii. The 1991 Realignment allocation/amounts
- b. **Support the streamlining of the Medi-Cal administration and improve access to health coverage for uninsured families.**
- c. **Support greater federal and state resources for identifying and resolving cases of abuse and neglect of elder and dependent adults**, including financial abuse of this vulnerable population, and tracking the incidence of elder abuse and neglect in order to inform policy responses.
- d. **Support the establishment of a Foster Parent and Kinship Care Recruitment, Retention and Support fund to be administered through local child welfare services (CWS) agencies** and would be dedicated to the recruitment, retention and support of relative caregivers and licensed foster parents so that they may provide stable, loving homes for children in the foster care system.

- e. **Support the state and federal resources to increase statewide capacity in the Adult Protective Services (APS) program to protect and serve seniors and dependent adults who are victims of abuse and neglect.** Specifically providing additional resources for a statewide training system for APS staff, and supporting staffing in the California Department of Social Services to provide leadership and support to county APS programs).

Draft

Federal Priorities

1. **Support Funding/Program Preservation** – Support legislative, regulatory and budget efforts that protect and/or enhance local governments’ revenues, maximize the County’s access to federal funding sources, and/or increase local funding flexibility.
 - a. **Oppose Federal unfunded mandates and/or preempt local decision-making authority**
 - b. **Ensure Affordable Care Act (ACA) funding maintained for local governments** – Support the Prevention and Public Health Fund of the ACA, the nation’s first dedicated mandatory funding stream for public health and prevention activities, which support Mono County health care services to underserved residents.
 - c. **Support federal funding for Housing and Economic Development Programs** – support the highest possible funding level for key federal housing and economic development programs, including the Community Development Block Grant (CDBG).
 - d. **Support local efforts to develop alternative energy sources including but not limited to biomass, solar, wind and geothermal power generation.**
 - e. **Support funding for Broadband Deployment through the funding of infrastructure projects and grant programs, allocation of resources to broadband planning, advisory, or support oriented organizations** - Mono County is a rural California county in which most of our communities and constituents lack access to high-speed Internet. Though improving in the region through the Digital 395 Project, Mono County communities and residents still face barriers to connectivity. Having access to federal funds is critical, as infrastructure projects in much of the area are typically cost prohibitive, and do not yield a significant enough return based on the small population.
 - i. Support legislation that provides funding for infrastructure projects and adoption/education efforts.
 - ii. Advocate for programs and efforts that move to improve the accuracy of metrics used to represent the current state of broadband in Mono County. Maintain an internal set of metrics based on best available information and knowledge.
 - f. **Support legislation that promotes, protects, or facilitates the sustainability of our local agricultural** - Mono County agriculture is an important local economic

driver, provides jobs, and contributes to the open-space landscape that draws visitors.

- g. Support Economic Development Resources –**
 - i. Ensure access to federal public lands which support tourism.**
 - ii. Maintain and support access to small business capital for local business development through the Small Business Administration.**
 - iii. Support economic development efforts that augment and promote business retention and expansion, as well as to create an environment conducive to new business attraction.**
 - iv. Support the funding of efforts to bolster fishing and other recreational activities such as funding for the Lahonton Cutthroat Trout Recovery Program.**
 - v. Support efforts to attract and encourage commercial filming opportunities to the region.**
- 2. Natural Resources and Agriculture – Support legislation that promotes agriculture and ensures public access to local natural resources throughout the County.**
 - a. Support Forest Fuels Reduction and Management Efforts** - with 94% of Mono County publically owned, much of which is covered with high fuel loads, fuels reduction is a major concern for Mono County and its communities. Continue to seek funding for priority fuel reduction projects around Mono County communities and key tourist resources through local fire safe councils and public agencies.
 - b. Support control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands**
 - c. Support Biomass Project Development – Support legislation that encourages the US Forest Service (USFS) to continue actively promoting and assisting with biomass project development. For instance, the USDA biomass grant is critical to funding engineering and design for a somewhat high-risk venture, and is directly related to the USFS’s multiple-use mission which requires healthy forests.**
- 3. Endangered Species – Support a balanced approach of the implementation of endangered species regulation with impacts to the economy and communities of**

Mono County. Mono County is fortunate to have a rich natural heritage which should be conserved, and supports the need to protect and recover imperiled species. At the same time, these conservation measures must be weighed and balanced against impacts to the fragile rural economy and local communities, and every effort must be made to protect private property rights and avoid detrimental impacts to County residents. The species below only include those known or anticipated to be listed, and any other listings that may arise should be analyzed carefully.

- a. Monitor designation of critical habitat for the Yellow-Legged Frog and Yosemite Toad and minimize local impacts as the Recovery Plan is developed – Critical habitat designation is expected in early 2015; engage as necessary in the development of the USFWS recovery plan to ensure threats are accurately and realistically addressed while minimizing impacts to the economy and communities of Mono County.
- b. **Continue working with Bi-State partners to prevent the need to list the Bi-State sage-grouse** Support continued participation by federal agencies in a collaborative process to address Bi-State Sage-Grouse listing and conservation efforts. A current USFWS listing proposal recommends over 82% of our small private land base to be included within critical habitat for the sage-grouse.
- c. **Monitor Pacific Fisher listing process** – A proposal has been issued for the fisher, which does not currently occur in Mono County.

4. **Public Safety & Criminal Justice**

- a. **Support full funding of Byrne Justice Assistance Grants** – Support the preservation of funding levels for existing safety programs such as the Byrne Justice Assistance Grant (Byrne/JAG) Program and oppose efforts to reduce or divert funding away from these programs.

5. **Transportation**

- a. **Ensure federal transportation formulas support rural road infrastructure** - Mono County has concerns regarding the continued implementation of the federal surface transportation reauthorization program, known as the Moving Ahead for Progress in the 21st Century Act or MAP-21. Mono County relies on the network of state highways and locally maintained roads to link residents to essential services. Transportation funding formulas should provide funding protections or guarantees for California's rural transportation system and reflect that rural counties lack viable means to fund larger projects that provide statewide benefit. We should advocate for formulas that distribute federal funds to support local transportation priorities.

- b. Support efforts to protect the Highway Trust Fund and support programs that provide funding for local roads, bridges, and transit initiatives including pedestrian and bicycle systems.**

6. Health Reform

- a. Oppose efforts to reduce federal funding for Medicaid administration or benefits.**

- b. Adult and Disability Services**

- i. Appropriate \$100 million authorized under the Elder Justice Act to support state and county adult protective services programs.**
 - ii. Restore full funding for the Social Services Block Grant, which in California is used primarily to augment county and state funded in-home supportive services for elderly and disabled persons, and to coordinate services to children with disabilities.**

Draft

Elected Officials

Elected State Representatives:

<p>Assembly member Frank Bigelow 5th Assembly District State Capitol, Suite #4116 Sacramento, CA 94249-0005 Phone: (916) 319-2005 Fax: (916) 319-2105 Website: http://arc.asm.ca.gov/</p>	<p>Senator Tom Berryhill 14th Senate District State Capitol, Room 3076 Sacramento, CA 95814 Phone: (916) 651-4014 Fax: (916) 651-4914 Website: http://district14.cssrc.us/</p>
<p>Governor Jerry Brown c/o State Capitol, Suite 1173 Sacramento, CA 95814 Phone: (916) 445-2841 Fax: (916) 558-3160 Website: http://gov.ca.gov/</p>	

Elected Congressional Representatives:

<p>Senator Barbara Boxer United States Senate 112 Hart Senate Office Building Washington, D.C. 20510 Phone: (202) 224-3553 Fax: (202) 224-0454 Website: http://www.boxer.senate.gov/</p>	<p>Senator Dianne Feinstein United States Senate 331 Hart Senate Office Building Washington, D.C. 20510 Phone: (202) 224-3841 Fax: (202) 228-3954 Website: http://www.feinstein.senate.gov/</p>
<p>Congressman Paul Cook 8th Congressional District 1222 Longworth House Office Building Washington, DC 20515 Phone: (202) 225-5861 Fax: (909) 797-4997 Website: http://cook.house.gov/</p>	



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

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:

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No Attachments Available

History

Time

Who

Approval

12/22/2014 10:57 AM	County Administrative Office	Yes
12/31/2014 9:15 AM	County Counsel	Yes
12/8/2014 3:12 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

TIME REQUIRED

SUBJECT Closed Session - Conference with
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Worker's compensation claim of David O'Hara.

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:

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No Attachments Available

History

Time	Who	Approval
12/30/2014 8:28 AM	County Administrative Office	Yes
12/31/2014 9:14 AM	County Counsel	Yes
12/30/2014 9:52 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

TIME REQUIRED

SUBJECT

Closed Session - Conference With
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

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:

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No Attachments Available

History

Time	Who	Approval
12/31/2014 9:14 AM	County Administrative Office	Yes
12/31/2014 9:14 AM	County Counsel	Yes
12/30/2014 10:43 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 6, 2015

Departments: County Counsel, Risk Management

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** John-Carl Vallejo

SUBJECT Claim for Damages (Maris)

AGENDA DESCRIPTION:

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

Claim for damages 14-11 filed by Steve Maris.

RECOMMENDED ACTION:

Reject claim for damages and direct staff to notify claimant of action.

FISCAL IMPACT:

None at this time.

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:

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[Staff Report](#)

History

Time	Who	Approval
12/30/2014 8:28 AM	County Administrative Office	Yes
12/31/2014 9:14 AM	County Counsel	Yes
12/30/2014 10:21 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsel
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: John-Carl Vallejo
DATE: 01/06/2015
RE: Maris Claim For Damages

Recommendation:

Reject claim for damages and direct staff to notify claimant of action.

Fiscal/Mandates Impact:

None at this time.

Discussion:

Mr. Maris filed a claim for damages stemming from his interpretation of an MOU term regarding the retiree health benefit he receives. A copy of the claim was provided to the Board in closed session. He seeks approximately \$300 a month in payments for the rest of his life based upon a misinterpretation of the relevant MOU provision.

If you have any questions regarding this item, please call me at 760.924.1712.