



# 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 April 5, 2016

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

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

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

**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 the minutes of the Regular Meeting held March 1, 2016.

**B. Board Minutes**

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting held March 8, 2016.

**C. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on March 14, 2016.

**D. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on March 15, 2016.

**3. RECOGNITIONS - NONE**

**4. BOARD MEMBER REPORTS**

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

**5. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**6. DEPARTMENT/COMMISSION REPORTS**

**7. CONSENT AGENDA**

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

**A. EMS Manager Employment Extension**

Departments: Emergency Medical Services

The terms & conditions of Rob DeForrest's position as EMS Manager state that his appointment expires on June 4, 2016. This item will extend his appointment through June 30, 2016 and reflect the addition of the hours to cover that.

**Recommended Action:** Authorize the Public Health Director to extend the employment of Emergency Medical Services Manager Rob DeForrest through June 30, 2016, at 24-hours per week and to update the Terms and Conditions of Mr. DeForrest's employment to reflect such changes.

**Fiscal Impact:** The cost of this extension for the remainder of the FY 15/16 is approximately \$22,569, of which \$17,595 is salary and \$4,974 is the cost of benefits. There is sufficient appropriation in the EMS budget because budget savings are realized within several line items, including Public Health/EMS Director salary.

**B. Employment Agreement With Peter Chapman**

Departments: Public Works - Engineering Division

Proposed resolution approving a contract with Peter Chapman as Public Works Project Manager and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Adopt Resolution #R16-\_\_\_, approving contract with Peter Chapman as a full-time Public Works Project Manager prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** The funding source for this position is full-time out of the Public Works Engineering Division. The cost of this position for the remainder of FY 15/16 (2.5 months) is approximately \$26,474, of which \$16,000.00 is salary and \$10,474 is the cost of the benefits and is included in the approved budget. Total cost for full fiscal year (16/17) is approximately \$127,076, of which \$76,800 is salary and \$50,276 is the cost of the benefits.

**C. Letter in Support of State PILT Advocacy Efforts**

Departments: Clerk of the Board

Letter of support for State 2016-17 PILT and PILT in arrears advocacy effort

**Recommended Action:** Approve the attached letter of support for PILT advocacy efforts to support the Governor's proposed appropriation for the 2016-17 fiscal year and future years.

**D. Allocation of Fish Fine Fund for Study**

Departments: Economic Development

Approve expenditure from the Fish and Game Fine Fund to support a Lahontan Cutthroat Trout spawning study in Rush Creek Headwaters.

**Recommended Action:** The Board consider and approve the recommendation by

the Mono County Fisheries Commission to allocate \$5,000.00 from the Fish and Game Fine Fund to support a Lahontan Cutthroat Trout spawning study in Rush Creek Headwaters.

**Fiscal Impact:** Mono County receives roughly \$7,500.00 on an annual basis from the Department of Fish and Wildlife. Currently \$6,700.00 is available in the budget for this expenditure. If approved the \$5,000.00 expenditure would bring the available balance in this account to \$1,700.00.

**E. Intra-Agency Agreement re Use of CDBG Funds for Childcare**

Departments: Finance, Mono First 5 Commission

Proposed intra-agency MOU between the County of Mono and the Mono County Children and Families (First 5) Commission pertaining to the use of CDBG funds for childcare and preschool activities in Mono County.

**Recommended Action:** 1. Approve and authorize the CAO to sign intra-agency Agreement between Mono County and First 5 Mono for use of Community Development Block Grant award (Grant #15-CDBG-10576) for childcare and preschool activities in Mono County. 2. Authorize the Auditor-Controller to set up a new CDBG Grant budget unit and increase both Grant Revenues and Contract Expenses by \$482,558 (4/5ths vote required).

**Fiscal Impact:** CDBG grant awarded to Mono County in the amount of \$500,000. Amount transferred to First 5 & ESUSD shall not exceed \$482,558.

**F. Request for Employee Transfer Above Step A**

Departments: Finance, Human Resources

Approval of E Step salary for employee from Assessor's Office hired to fill Accountant I vacancy in the Auditor-Controller's Office to avoid a decrease in pay from employee's current salary.

**Recommended Action:** Approve salary range and step of 73E for employee from the Assessor's Office hired to fill Accountant I vacancy in the Auditor-Controller's Office.

**Fiscal Impact:** None. The position is currently budgeted at an Accountant II range. Hiring at an Accountant I range results in savings to the Finance budget.

**G. CSA #5, Purchase of Courthouse Stage, Seating and Awning**

Departments: CAO, CSA #5

Purchase of stage, seating and awning for Bridgeport community events utilizing CSA #5 funds.

**Recommended Action:** Approve purchase of a new stage along with seating and an awning for the Courthouse and other community events for approximately \$12,000.

**Fiscal Impact:** There is sufficient appropriation in the CSA #5 capital equipment account for this purchase.

**H. Reappointment of Dr. Rick Johnson to Mono County Children and Families Commission**

Departments: Clerk of the Board

Re-appoint Commissioner Rick Johnson to the Mono County Children and Families Commission to serve a subsequent three-year term, commencing March 17, 2015 and expiring on March 16, 2018. This item is being sponsored by Supervisor Alpers.

**Recommended Action:** Re-appoint Commissioner Rick Johnson to the Mono County Children and Families Commission to serve a subsequent three-year term, commencing March 17, 2015 and expiring on March 16, 2018.

**Fiscal Impact:** None.

**I. Approval of Employment Agreement**

Departments: Human Resources

Proposed resolution approving a contract with Margaret Sackrider as temporary Risk Manager, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Approve Resolution #R\_\_\_\_\_, approving a contract with Margaret Sackrider as temporary Risk Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The remaining fiscal year 2015/16 impact for 3 months is approximately \$17,348 consisting of \$15,300 in salary and \$2,048 in benefits. There is sufficient budget to cover this request. The 2016/17 fiscal impact for 6 months would be approximately \$34,696, consisting of \$30,600 in salary and \$4,096 in benefits.

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL)**

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

**A. Letter from Mammoth Lakes Housing Regarding Sierra Valley Sites**

Correspondence dated March 10, 2016 from Mammoth Lakes Housing, Inc. to the Mono County Board of Supervisors in response to Board letter of January 5th regarding the Sierra Valley Sites in Mammoth Lakes.

**B. Letter from Fish and Game Commission**

Correspondence dated March 11, 2016 from the California Fish and Game Commission regarding a Notice of Proposal for a 90 Day Extension of Emergency Action (Measures for Fisheries at Risk Due to Drought Conditions).

**C. Letter from Suddenlink**

Correspondence dated March 1, 2016 from Suddenlink regarding a change in channel line-up in Mammoth Lakes and June Lake.

**D. Followup Letter from Cal OES Regarding Drought Disaster Areas**

Correspondence dated March 2, 2016 from the California Governor's Office of Emergency Services, providing additional information related to disaster designation for Mono County due to agricultural losses from the drought.

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**9. REGULAR AGENDA - MORNING**

**A. Community Grants for Arts and Culture**

Departments: CAO

40 minutes (20 minute presentation; 20 minute discussion)

(Leslie Chapman and Grant Applicants) - Consideration of applications for Community Grant for Arts and Culture submitted by Chamber Music Unbound, Mono Council for the Arts, and Mammoth Lakes Repertory Theater.

**Recommended Action:** Approve and designate amount of funding to those entities submitting applications and provide any desired direction to staff.

**Fiscal Impact:** There is a total of \$5,000 available for this program in the board approved budget.

**B. Proclamations Designating the Month of April, 2016 as Sexual Assault Awareness Month and Child Abuse Prevention Month**

Departments: Clerk of the Board

10 minutes (5 minute presentation; 5 minute discussion)

(Susi Bains, Wild Iris) - April is nationally recognized as Sexual Assault Awareness Month and Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence and child abuse, and is asking the Board of Supervisors to approve official proclamations to recognize April as Sexual Assault Awareness Month and Child Abuse Prevention Month. This item has been approved for placement onto the agenda by Chairman Stump.

**Recommended Action:** Approve Proclamations.

**Fiscal Impact:** None.

**C. Stock Drive Realignment Project CEQA Approval and Bid Documents**

Departments: Public Works - Engineering Division

20 minutes (10 minute presentation; 10 minute discussion)

(Garrett Higerd) -

Realignment of Stock Drive and reconstruction of the Court Street/State Highway 182 intersection.

To view attachments associated with this item, please click here.

**Recommended Action:** 1. Approve and adopt Mitigated Negative Declaration (MND) for the Stock Drive Realignment Project, including the Mitigation Monitoring and Reporting Program prepared by Mono County, finding on the basis of the whole record that there is no substantial evidence that the project will have a significant effect on the environment; that the MND reflects Mono County's independent judgment and analysis; and that the record will reside with the Mono County Clerk. 2. Approve bid package, including the project manual and project plans, for the Stock Drive Realignment Project. Authorize the Public Works Director to make such minor revisions or corrections as may be required by the Federal Aviation Administration and approved by County Counsel, advertise an Invitation for Bids and issue the project for bid. Provide any desired direction to staff.

**Fiscal Impact:** This project is funded by a Federal Aviation Administration (FAA) grant covering 90% of the cost of construction and engineering, a California Department of Transportation - Division of Aeronautics matching grant covering approximately 4.5% of the cost of construction and engineering, and Airport Enterprise Fund revenues covering the remainder. The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The total project cost is estimated to be \$506,400. The impact to the Airport Enterprise Fund is expected to be \$74,157 and is included in the approved budget.

**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): Stacey Simon, Leslie Chapman, and Dave Butters. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit

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

**B. Closed Session - Existing Litigation**

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

**C. Closed Session: Workers Compensation**

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

**D. Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property 1: A portion of APN 008-111-012, Bridgeport. Agency negotiator: Garrett Higerd. Negotiating parties: Mono County and Lester G. Adams and Jean D. Adams Survivor's Trust. Under negotiation: Price. Property 2: A portion of APN 008-111-013, Bridgeport. Agency negotiator: Garrett Higerd. Negotiating parties: Mono County and Ventura Hotel Corp. Under negotiation: Price.

**E. Closed Session-- Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Finance Director.

**REGULAR SESSION RECONVENES AFTER CLOSED SESSION**

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

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

**13. REGULAR AGENDA - AFTERNOON**

**A. Intention to Sell County-Owned Real Property Adjacent to Court Street in Bridgeport**

Departments: Public Works - Engineering Division

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - This land sale is related to the Lot-Line-Adjustment needed for



the Stock Drive Realignment Project.

**Recommended Action:** Approve and Authorize the Chairman's signature on Resolution #R16-\_\_\_\_\_ "A Resolution of the Mono County Board of Supervisors declaring its intention to sell certain county-owned real property (excess right-of-way along Court Street in Bridgeport) and specifying the terms and procedures for said sale." (2/3 vote required).

**Fiscal Impact:** The minimum sale price is \$3,288.00 and is based on a fair market valuation prepared by Barry Beck, Mono County Assessor. This revenue would partially offset funds that have already been expended for surveying and title services.

**B. Stock Drive Realignment Project – Right-of-Way Acquisition**

Departments: Public Works - Engineering Division

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - Acquisition of 0.30 acres of land for road right-of-way for the Stock Drive Realignment Project.

**Recommended Action:** Adopt Resolution #R16-\_\_\_\_\_, authorizing the Public Works Director to execute purchase agreement and accept and consent to recordation of a record of survey and deed for the acquisition of .30 acres of land from APN 08-111-12, necessary for the realignment of Stock Drive near Bryant Field in Bridgeport. Waive all associated fees.

**Fiscal Impact:** The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The impact to the Airport Enterprise Fund is \$30,000 to acquire land and approximately \$7,000 in surveying, title, and escrow fees.

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Approve the minutes of the Regular Meeting held March 1, 2016.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@mono.ca.gov

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Draft Minutes](#)

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### History

Time	Who	Approval
3/25/2016 4:28 PM	County Administrative Office	Yes
3/21/2016 1:48 PM	County Counsel	Yes
3/28/2016 8:13 AM	Finance	Yes



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

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

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

**Regular Meeting  
March 1, 2016**

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<b>Flash Drive</b>	#1005
<b>Minute Orders</b>	M16-51 to M16-58
<b>Resolutions</b>	R16-12 to R16-16
<b>Ordinance</b>	ORD16-02 NOT USED

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

*Supervisors Present: Alpers, Corless, Fesko, Johnston and Stump.  
Supervisors Absent: None.*

*Break: 10:22 a.m.  
Reconvene: 10:33  
Closed Session: 11:33 a.m.  
Reconvene: 12:01 p.m.  
Break: 2:15 p.m.  
Adjourn: 2:34 p.m.*

Pledge of Allegiance led by Supervisor Fesko.

**The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link:**  
<http://www.monocounty.ca.gov/meetings>

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

**Rich Boccia, Mammoth Lakes Recreation:**

- Invited the Board to the March 18-19 Winter Recreation Summit. Trails association meeting,

**Note**

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

award presented. Will forward a formal invitation to the county.

## 2. APPROVAL OF MINUTES

### A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on February 2, 2016, as corrected.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

#### **M16-51**

**Supervisor Fesko:**

- Pg 2 of 18 – 1<sup>st</sup> bullet under Fesko. Type correction.. change “2 in favor **or** no spouses” to “2 in favor **of** no spouses”
- Pg 3 of 18 – Under Fesko board report, 3<sup>rd</sup> line of 1<sup>st</sup> bullet. Change “support of two- of” to “support of two-**thirds** of”
- Page 10 of 18 – last bullet of my comment. Change “motor pool **costs**” to “motor pool **funds**”
- Pg 15 of 18 – last bullet of my comment. Change to read “it disturbs him to hear employees claim they are “working out of class”, that is determined by a process by HR.”
- New bullet – Cannot support this at this time as we as a County should step back and look at all departments as a whole. Concerned how other employees in other departments will feel about this.
- Pg 17 of 18 – Add bullet to Fesko
  - The public always asks this Board to reduce regulations to not burden them in an already tough business climate. This ordinance would put an extra reporting burden on our already struggling businesses.

**Supervisor Stump:**

- Page 12 Item C - My comments third bullet point - Please have it read "Asked how Board members in favor of allocating \$3000 would cover unexpected expenses if contingency funds are all encumbered".

### B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on February 9, 2016, as corrected.

**Alpers moved; Corless seconded**

**Vote: 5 yes; 0 no**

#### **M16-52**

**Supervisor Fesko:**

- Pg 6 of 12 – Under my statement. Change “**and** mandates” to “**versus** mandates”
- Pg 10 of 12 – Item D – show Vote: 4 yes; 1 no. add “**Fesko**” to the “No”

**Supervisor Johnston:**

- Pg 11, add a second bullet, “He noted he still disagrees with spouses and County employees being appointed to County commissions such as RPACs and will continue to vote against such appointments should they arise in the future.”

### C. Board Minutes

#### **Note**

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

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on February 11, 2016, as corrected.

**Alpers moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**M16-53**

**Supervisor Corless:**

- Pg 4, correct spelling of name of speaker is Lynda Biederman.

**Supervisor Johnston:**

- Pg 4, third bullet, after homeowner stability, add "is one of the intents of a TROD. The current TROD system is a de facto zone change for the entire county."
- Pg 4, 4<sup>th</sup> bullet, add "in Mammoth".

#### D. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on February 16, 2016, as corrected.

**Johnston moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M16-54**

**Supervisor Stump:**

- Please note that I was absent between 10:00 and 11:10 for medical reasons and that I passed the gavel to Vice Chair Corless.
- Also on page 10, Item E - last bullet point - Please have it read "I (he) am responsible for this being on the agenda. I (he) was requested by RCRC and State Senator Berryhill's staffs to get a Board position on this proposed legislation identified and relayed to them as soon as possible."

**Supervisor Johnston:**

- Pg 7, item 6, VBM should read "Vote By Mail"
- Pg 8, under item 10b, add "regarding county employee personal information"
- Pg 8, item 11e, add "ie, the 5 new Sheriff vehicles are not as fuel efficient as they should have been and this fact goes against the stated strategy".

**Supervisor Corless:**

- Pg 10, spelling correction: in Curtis Hill's comments, should be "parity".

### 3. RECOGNITIONS - NONE

### 4. BOARD MEMBER REPORTS

**Supervisor Alpers:**

- 2/5 - Met with June Lake resident Rob Morgan on his property next to Gull Lake Park. Rob is making this property available to Mono County for purchase as a potential road shop site. June Lake is the only community of its size that does not have covered space for road and other equipment. The June Lake community is currently experiencing single family home growth and has the potential for substantial growth on the 92 acre Rodeo Grounds property and at the base of June Mountain. At some point, additional County road facilities will need to be addressed.
- 2/10 - Met with Joe Blanchard and other Mono County facilities staff at the Mono Lake Park. The park restrooms are in desperate need of repair. The use at this park during tourist season is heavy including many organized community events. Joe identified \$7500 from the facilities maintenance budget to power wash, paint and effect general repairs on this

#### **Note**

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- restroom facility. A BIG thank you to Joe and staff.
- 2/10 - Attended the JLPUD meeting held at the JLCC. It was a very professional, informative meeting. The recall effort to remove Board Member Patti Heinrich failed due to lack of petition signatures. The PUD hired a new general manager, Paula Welsh, who was welcomed to the June Lake community with a coffee reception at JL Station 1. Nice gesture to get off to a good start.
- 2/10 - Attended the MBRPAC held at the LVCC. The key issue of the evening was the USFS request for comments on snowmobile use on the southern portion (south of Conway Summit) of the INF in Mono County.

**Supervisor Corless:**

- Question re: OSV, will the board be hearing a presentation on this soon? Would like opportunity for us to consider a comment letter.
- From Town of Mammoth Lakes: Recreation Director Stuart Brown, youth sports funding process underway, applications available later in March, recreation commission meeting today to finalize.
- Meeting with Congressman Cook's staff with Sheriff Braun
- Strategic planning meeting, looking forward to workshop on March 14
- R.E.D.101 meeting, presentation from the Hayward Burns Institute/future presentation on this effort to reduce racial and ethnic disparity in the juvenile justice system
- Meeting w/ JW, suggestion of joint meeting btw Town of Mammoth Lakes and county instead of the updates we've done over the last year. Possibly April?
  - American Lung Association letter from 2/8—would Nancy like to give us a follow up
- ESCOG Workshop Friday in Bishop, if interested in attending, let Leslie know
- Follow up on Adventure Trails legislation from Matt Gallagher, Sen. Berryhill's Legislative Director: "You are correct that we did not introduce the RCRC language. In the meantime we introduced what's called a spot bill, which is essentially a placeholder without specific language. We will later amend that bill with the pilot program extension language but limited to just Inyo and Sierra counties. I apologize for all of the confusion. We certainly never had the intention of introducing language with Mono without the County's blessing."

**Supervisor Fesko:**

- February 10<sup>th</sup> – Attended the annual meeting of the Eastern Sierra Child Support Agency Oversight Committee. They do a tough job but do it very professionally.
- February 11<sup>th</sup> – Thank you to staff for putting on a great special meeting in conjunction with the Planning Commission. The comprehensive history of TROD's and the discussion afterwards was great!
- February 11<sup>th</sup> – Notice to Public -- Antelope Valley CERT met on Thursday. They meet at 6 pm on the 2<sup>nd</sup> Thursday of the month at the Antelope Valley Fire Station on Larson Lane. New members are always welcomed!
- Thanks to Jeff Walters and Joe Blanchard on getting the address to Annex 1 corrected. The building says 50 but it is actually 74. This should help with any confusion by the public.
- February 18<sup>th</sup> – Just wanted the Board to know that the local RPAC's, in this case Bridgeport, cancelled their February meeting due to lack of County staff. They also rescheduled their March meeting to accommodate County staff.
- February 27<sup>th</sup> – Had coffee with a group of constituents who had questions regarding the County's mid-year budget. In particular the amount of money spent on departing employees. They all voiced a concern for future unfunded liabilities and how it could affect the County down the road.
- February 29<sup>th</sup> – Had a lengthy conversation with north county business owners regarding the economy and fishing in general. The take away from this conversation is the need to continue to promote Mono County's fisheries. As the DFW continues to plant smaller and smaller fish, we need to continue our reputation of "BIG" fish in our waters. I would like to

**Note**

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request that as next year's budget is prepared, that we look at increasing the amount of funding that goes into the "Trophy Trout" program.

- Our Board gets a lot of requests for letters, resolutions, etc. from organizations such as NACO, RCRC and CSAC, to name just a few, I think it may be wise for our Board to have civil and constructive discussion, at some point, on the Process of bringing these items and others forward for Board and public discussion.
- Last but not least, a heads up.. On this coming Saturday, March 5<sup>th</sup> at 5 pm, the Bridgeport 4<sup>th</sup> of July fundraiser will take place. Everyone is invited for a great meal, some delicious desserts and great raffle prizes.

**Supervisor Johnston:**

- Noted (as did Rich Boccia under Public Comment) the Town's Winter Recreation Summit coming up on March 18th and 19th.
- Attended the CSAC Board meeting on February 18. Items included:
- Department of Finance State Director Report on the State Budget. It still looks good but finances are volatile. There is now 8 billion in the "Rainy Day" fund. 1.5 billion is budgeted in a proposed "Infrastructure Fund."
- Ok'd the CSAC State and Federal Legislative Platform
- Ok'd support of San Diego Supervisor Greg Cox for NACO 2nd Vice President.
- Noted the NACO Conference coming to California on July 22-25
- Noted the CSAC sponsored Forest Health mini-conference in Shasta County coming soon.
- Handed out the CSAC briefing materials to Board members.
- Referenced that today, March 1, is the start of the Town's plastic bag ban. Congratulated the town on taking this step and having the courage to move forward with the plan. Unfortunately the County, known as "Wild by Nature" did not take the opportunity to collaborate on this environmental effort.
- There will be an ESCOG workshop this coming Friday.
- Still looking into how Mono County was placed on a potential bill regarding Adventure Trails. Have contacted a few CSAC members who are also RCRC members as to their knowledge of the issue.

**Supervisor Stump:**

- 2-11 : Attended the combined Planning Commission/BOS TROD workshop. Thank you to the Planning Commission, other Board members, and especially all County staff that made the workshop a success. This includes the staff that set up the room.
- 2-20 : Met with Kelly Hartl and Dakota Higgins of Congressman Cook's office. Discussed PILT payments, Federal funding for highways, and Forest Service infrastructure funding. I also requested that the Congressman's staff contact the Marine Base about Mill Creek Road to look for funding to fix the road and, if there was any Federal money available that could be used to augment the recent RACE Mono City grant to help bring fiber optic internet service to Lee Vining since it is a hub to Yosemite. Mr. Higgins told me that the BLM Desert District had just signed an agreement with San Bernardino County to accept County CEQA as NEPA compliance on old mine sites and material pits. I asked him to send me details.
- 2-22 : Community meeting in Chalfant. Covered the proposed Water Basin split from the Owens Valley and other items of Community interest. Informed the Community that per Board action these meetings will no longer be referred to as RPAC meetings. I was informed that RACE Communications has told residents that live where there are underground utilities that it will be the homeowners responsibility to install conduit from the street to their homes if they want fiber optic cable internet service. I have asked RACE for information on this. Property owners doing work on their parcels might want to consider adding conduit if they live in a RACE grant area.

**Note**

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- 2-29 : Community meeting in Benton. Covered Water Basin split as part of two required public meetings in the Tri Valley. Also covered Community issues. This Community also informed that Community meetings will not be called RPAC meetings.
- I would like to request that a Proclamation from the Mono Board honoring the Inyo County sesquicentennial be place on the 3-15 agenda. The date of Inyo's 150th birthday as a County is 3-22.
- Thank you to the Sheriff's Office for restraint and professional response to standoff on 120. Testament to Sheriff's Officer training.
- Last EMS meeting is tomorrow. He will not be attending. Thanks to Helen Nunn for taking minutes and Don Nunn for setting up the room over and over again. After committee is concluded, we should prepare recognitions for committee members.

## 5. COUNTY ADMINISTRATIVE OFFICE

### CAO Report regarding Board Assignments

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

#### **Leslie Chapman:**

- 2/17/16 - Energy Task Force meeting – ready to present a progress report along with findings from the North County energy audit.
- 2/18/16 - Meeting with Collaborative Design consultant to begin analyzing space needs and building requirements for South County operations.
- 2/22/16 - Meeting with Chief Frievalt from Mammoth Lakes Fire District to discuss the purpose, function and potential makeup of the Incident Management team for disaster response. We also reviewed a draft Mutual Aid Agreement.
- 2/24/16 - Coffee with the CAO in Mammoth with great attendance
- 2/25/16 - Coffee with the CAO in Bridgeport, also with great attendance
  - Strategic Planning Committee meeting to discuss next steps and plan for the workshop on March 14<sup>th</sup>
  - EMS Committee meeting to plan presentation to the Board that is scheduled for March 8<sup>th</sup>
- 2/26/16 - Meeting with Mammoth Hospital and Lynda Salcido to discuss future planning and possible collaboration with the Hospital and our Health and Human Services departments
- 2/29/16 - Meeting with Supervisor Corless and Councilmember Wentworth to discuss innovation ideas for potential collaboration
- Community Grant applications for arts and culture organizations are due by March 4<sup>th</sup> and three have been received so far. Applications will be compiled for a board meeting in the near future.
- Inyo County's sesquicentennial celebration will be March 22<sup>nd</sup> and staff will prepare a proclamation for Mono Board approval and presentation at the celebration.

## 6. DEPARTMENT/COMMISSION REPORTS

#### **Sheriff Braun:**

- Thank you to Supervisor Stump for his acknowledgement of the incident in Adobe Valley. Interagency tactical team responded, and air support was available that day, Bishop PD made use of their armored vehicle to approach house.
- Spoke this morning with Assembly member Bigelow regarding a proposed \$250 million in jail improvement monies. We are one of the counties that are first in line for this money, since we have not taken grant money before for jails.

#### **Supervisor Stump:**

#### **Note**

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- Please keep us informed about the jail grant monies and if a resolution of support is needed.

**Kathy Peterson, Social Services:**

- Disaster action team rollout, program through American Red Cross, responds immediately to house fire or other emergency. People in her dept will be trained to respond and assess needs, then coordinate with American Red Cross. Earlier this month, there was an apartment fire in Mammoth. Able to assess family's needs, able to give them \$500 card for expenses right away. Many other resources in Mammoth have offered assistance; great community effort.
- With large numbers of people, providing a shelter and food on a larger scale would be the assistance, not the individual purchasing for their own needs.

**Supervisor Alpers:**

- Asked with regard to some larger disasters, how does this process (disaster action team) work? Would this speed up the process of helping large numbers of people?

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. **FY 2016-2017 Homeland Security Grant**

Departments: Sheriff-Coroner

Resolution #R16- 12, Authorizing participation in the Office of Homeland Security FY 2016-2017 Homeland Security Grant Program and designating the Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer as authorized agents to sign for and administer the Homeland Security Grant.

**Action:** Adopt proposed resolution. Provide any desired direction to staff.

**Fesko moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**R16-12**

B. **FY 2016-2017 OHV Grant**

Departments: Sheriff-Coroner

Resolution #R16-13 of the Mono County Board of Supervisors, approving the application for State Off-Highway vehicle grant, FY 2016-2017.

**Action:** Adopt proposed resolution. Provide any desired direction to staff.

**Fesko moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**R16-13**

C. **FY 2016-2017 EMPG Grant**

Departments: Sheriff-Coroner

Resolution #R16-14, Authorizing the Mono County Sheriff's Office to participate in the FY 2016-2017 Emergency Management Performance Grant (EMPG) program and the name the Sheriff-Coroner, Emergency Services Coordinator, and the Sheriff's Finance Officer as authorized agents to sign for and administer the EMPG grant.

**Note**

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

**Action:** Adopt proposed resolution. Provide any desired direction to staff.

**Fesko moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**R16-14**

**D. FY 2016-2017 Boating Grant**

Departments: Sheriff-Coroner

Resolution #R16-15, Authorizing participation in the FY 2016-2017 California Department of Boating and Waterways grant program and designating the Sheriff-Coroner as an authorized agent to sign for and administer the grant.

**Action:** Adopt proposed resolution. Provide any desired direction to staff.

**Fesko moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**R16-15**

**E. Emergency Preparedness Coordinator's Attendance at the 2016 NACCHO Preparedness Summit in Dallas, Texas**

Departments: Public Health Emergency Preparedness

The Preparedness Summit is the premier national conference in the field of public health preparedness. The four-day annual event provides one of the only cross-disciplinary learning opportunities in the field and has evolved over time to meet the growing needs of the preparedness community. A diverse range of attendees includes professionals working in all levels of government (local, state, and federal), emergency management, volunteer organizations, and healthcare coalitions. The Summit delivers opportunities to connect with mid to senior level colleagues, share new research, and learn how to implement model practices that enhance capabilities to prepare for, respond to, and recover from disasters and emergencies. The goal is to take information, tools, and resources acquired at the Summit to use in our local jurisdiction and professional practice and share with colleagues and community partners.

**Action:** The Board of Supervisors approve the Travel Request for Debra Diaz to attend the 2016 NACCHO Preparedness Summit, to be held in Dallas, Texas, from April 19th through April 22nd.

**Fesko moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M16-55**

**F. Antelope Valley RPAC Appointments**

Departments: Community Development Department

Board consideration of two appointments to the Antelope Valley Regional Planning Advisory Committee.

**Action:** As recommended by Supervisor Fesko, appoint Diane Anthony and Roger Donahue to the AV RPAC for four-year terms ending in March 2020.

Pulled by Johnston.

**Note**

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

**Fesko moved; Corless seconded as written**

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

**M16-56**

**Supervisor Johnston:**

- Question to Scott Burns, given the past discussion on spouses, why was this placed on consent?
- The issue is the appointment of a spouse to committee or commission. Strongly opposed to “stacking the deck” with members of same family. Sends message that we are continuing the good old boy concept. He can’t support this.
- Would prefer RPAC appointments not be on consent.

**Scott Burns:**

- This has been standard procedure, and does include 4 year terms.

**Supervisor Fesko:**

- Just because someone claims something is dysfunctional doesn’t make it so. Long discussion at RPAC regarding where the board was going, RPAC wanted to continue to move forward with this. Where is the tipping point? The Anthonys have differing opinions on trails. Does not see the problem with only one couple on the RPAC.

**Stacey Simon:**

- She looked into the issue when it was proposed. It’s problematic under State and Federal constitution to withhold a benefit based on marital status. Defining eligibility to serve based on marital status is a problem.

**Bob Musil:**

- Wants to make sure we get clarification as to the will of the Board. RPAC appointments on regular agenda, or all appointments? CSA?

**Board consensus:**

- All appointments to committees or commissions should be on the regular agenda.

**G. Letter in Support of State PILT Advocacy Efforts**

Departments: CAO

Letter of support for State 2016-17 PILT and PILT in arrears advocacy effort

**Action:** Approve the attached letter of support for PILT advocacy efforts to support the Governor’s proposed appropriation for the 2016-17 fiscal year and request an appropriation for the PILT in arrears since the 2002-03 fiscal year.

**Fesko moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M16-57**

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL)**

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

**A. Thank You Card from Czeschin Family**

Thank you card received on February 17, 2016 from the Czeschin Family.

**B. Notice of Application from Federal Energy Regulatory Commission**

Notice of Application accepted for filing, soliciting comments, motions to intervene, and protests with regard to a hydroelectric application that has been filed by

**Note**

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Southern California Edison.

**Supervisor Johnston:**

- Would like the Board to comment on the impact to the visual quality of the work and how to mitigate it. Requests a brief report on this.

**Scott Burns:**

- The FERC has already processed a SEQA document; the Planning department could get something together before the deadline.

**Supervisor Stump:**

- Check back in on this on the 8<sup>th</sup> as department report.

**C. Great Basin Air Pollution Control District Correspondence**

Notice of Public Hearing received from the Great Basin Unified Air Pollution Control District on February 22, 2016. The entire informational packet may be viewed in the Clerk's office.

**D. Application for ABC License by Pelican Point Grill**

Copy of Application for Alcoholic Beverage License dated February 12, 2016, received from the Department of Alcoholic Beverage Control on behalf of Crowley Lake Fish Camp Inc, dba Pelican Point Grill.

**E. Application for ABC License by Crowley Lake Fish Camp**

Copy of Application for Alcoholic Beverage License dated February 22, 2016, received from the Department of Alcoholic Beverage Control on behalf of Crowley Lake Fish Camp Inc, dba Crowley Lake Fish Camp.

\*\*\*\*\*

9. REGULAR AGENDA - MORNING

**A. Mid-Year Strategic Plan Update**

Departments: CAO, Finance, IT

(Megan Mahaffey, Nate Greenberg) - Mid year strategic plan update

**Action:** Hear the midyear strategic plan update, including a presentation of the new tool developed to align current work efforts with the Mono County Strategic Plan and provide feedback to staff.

Megan Mahaffey and Nate Greenberg introduced a tool intended to get the fundamental pieces of strategic planning all in one place. The tool is a way to look at the information, as opposed to the detail within it. The tool can be used as a way to check on the direction or focus area to see where a particular project is.

**B. Lot Line Adjustment for Stock Drive Realignment Project**

Departments: Public Works

(Garrett Higerd) - The proposed Stock Drive Realignment Project will realign a portion of Stock Drive so that a 15-foot high vehicle traveling on Stock Drive will

**Note**

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not penetrate the Part 77 approach and departure surfaces for Runway 34 and reconstruct the Court Street/State Highway 182 intersection. The project requires a lot-line-adjustment to adjust the shape of the Ventura Hotel Corporation parcel (APN 008-111-013-000) to match the proposed alignment of Stock Drive.

**Action:** Direct staff to prepare a Lot Line Adjustment (LLA) between APN 008-111-011-000 owned by Mono County and APN 008-111-013-000 owned by Ventura Hotel Corporation, authorize the Assistant Public Works Director to sign the required LLA application, and waive all associated fees.

**Fesko moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M16-58**

### C. Traffic Control Plan Policy for Special Events

Departments: Public Works

(Garrett Higerd) - Caltrans requires Special Event permit applicants to submit engineered traffic control plans when the proposed event will impact a state highway. Engineering staff are often requested to prepare the required plans. Staff requests clarification on how to handle these requests.

**Action:** Receive staff report regarding the preparation of traffic control plans by Mono County engineers for special events. Provide any desired direction to staff.

**Garret Higerd:**

- This came up with regard to Gran Fondo bike race. The event is required by Cal Trans to submit engineering traffic control plans. TOML is helping prepare plans on roads within TOML, they are asking us to help with County roads. In the past, his department has spent many hours providing this, and it seems like the code would allow us to charge for this service. Should we continue to provide this service? Should be addressed in fee schedule?

**Supervisor Johnston:**

- Thinks there should be a fee charged for this. For locally sponsored events, the county staff is in a position to help.
- Is the question, do we want to have a fee for special events?

**Supervisor Corless:**

- Perhaps set a cap on number of hours included in special event permit. Anything beyond would be charged.

**Leslie Chapman:**

- We have a fee for services category.

**Supervisor Fesko:**

- Thinks the Co should provide the service.

**Supervisor Stump:**

- Should be consistent; needs to be either do this for all or do this for none. Agrees with looking at it as a fee schedule.

### D. Employment Agreement with Stephen Kerins

Departments: County Counsel

(Stacey Simon) - Proposed resolution approving a contract with Stephen Kerins as Deputy County Counsel II and prescribing the compensation, appointment and conditions of said employment.

**Action:** Approve Resolution #R16-16, approving a contract with Stephen Kerins as

#### Note

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Deputy County Counsel II and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Johnston moved; Corless seconded**

**Vote: 5 yes; 0 no**

**R16-16**

#### **E. Governance Workshop**

Departments: CAO, County Counsel, Clerk/Recorder

(Shannon Kendall, Stacey Simon, Leslie Chapman) - Board Governance Workshop

**Action:** Hear the following presentations on Board Governance: Preparation of the Agenda and Minutes by Shannon Kendall; Brown Act Refresher by Stacey Simon; Conflict of Interest and Ethics Refresher by Stacey Simon; Annual Board Rules of Procedure Update by Leslie Chapman. Provide feedback and direction.

**Shannon Kendall:**

- Gave the Board an overview of her presentation, including the agenda preparation, scheduling, and approval process. The Board was given basic instruction on how an item is added to an agenda. Board minutes preparation and current Board rules were also reviewed.
- A request was made to move back to Action based minutes, as in Rule 44.

**Bob Musil:**

- Town of Mammoth Lakes uses Granicus and produces much less detailed minutes.

**Supervisor Corless:**

- Would be comfortable switching to action based, because we have Granicus as backup.

**Supervisor Johnston:**

- In the case of a split vote, would like something in the minutes to indicate why, or the discussion involved.

**Supervisor Fesko:**

- He understands staff time, but feels we're a rural area, internet is not always readily available to watch a video. Different levels of bandwidth for video or written minutes. Feels we aren't ready for Action yet.

**Supervisor Stump:**

- He wants to know that Granicus is safe, secure, and reliable. Sees we could scale back the minutes, unless a split vote, then it would need some detail. This move would not be an either/or, but a slow process.

**Board Consensus:**

- Try 2 or 3 meetings with amended Action minutes format and see how people respond.

**Stacey Simon :**

- General overview of Ralph M. Brown Act
- Declaration of Public policy
- Open meetings
- Voting/deliberations
- Reasonable Regulations
- Public Access to documents
- Subsidiary bodies/committees
- Meetings/serial meetings/email deliberations
- Teleconferencing
- Emergencies
- Agenda content/language
- Closed sessions/confidentiality

**Note**

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- Correcting a violation

**Stacey Simon:**

Public Officials Ethics Training

- Ethics vs. Legal Ethics
- Conflicts and incompatibilities
- Fair Political Practices Commission (FPPC)
- Contractual Conflicts
- Incompatibilities
- Perks and Benefits
- Gifts
- Forfeiture of Office
- Open Government (Brown Act)
- Public Records Act

**Leslie Chapman:**

- Board Rules of Procedure being deferred to another day.

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

*No one spoke.*

11. **CLOSED SESSION**

*There was nothing to report out of closed session.*

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. 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: Risk Manager.

**C. Closed Session-- Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Deputy County Counsel.

**THE REGULAR SESSION WILL RECONVENE AFTER CLOSED SESSION IF NEEDED**

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

*No one spoke.*

**Note**

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

ADJOURN

ATTEST

---

FRED STUMP  
CHAIRMAN

---

HELEN NUNN  
SR. DEPUTY CLERK OF THE BOARD





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**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 the minutes of the Regular Meeting held March 8, 2016.

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### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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

[Draft Minutes](#)

---

### History

Time	Who	Approval
3/29/2016 1:19 PM	County Administrative Office	Yes
3/30/2016 2:17 PM	County Counsel	Yes
3/29/2016 8:08 AM	Finance	Yes



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

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

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

**Regular Meeting  
March 8, 2016**

---

<b>Flash Drive</b>	#1005
<b>Minute Orders</b>	M16-59 to M16-61
<b>Resolutions</b>	R16-17 to R16-22
<b>Ordinance</b>	ORD16-02

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

*Supervisors Present: Alpers, Corless, Fesko, Johnston and Stump.  
Supervisors Absent: None.*

*Break: 9:57 a.m.  
Reconvene: 10:05 a.m.  
Break: 11:28  
Reconvene: 11:40  
Closed Session: 1:15 p.m.  
Reconvene: 2:00 p.m.  
Adjourn: 2:53 p.m.*

Pledge of Allegiance led by Supervisor Corless.

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link:  
<http://www.monocounty.ca.gov/meetings>

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

**Note**

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**John Peters:**

- Wanted to give a heads' up, the State of CA is considering eliminating the CHP office in Bridgeport. Officers would report to Bishop and work from home. Requests that the Board take action. The State Finance department is asking the CHP to justify the feasibility of a facility here.

**Supervisor Fesko:**

- His understanding is different, would like to look further into it and possibly agendize.

2. **APPROVAL OF MINUTES - NONE**

3. **RECOGNITIONS - NONE**

4. **BOARD MEMBER REPORTS**

Suspended for today due to time constraints.

5. **COUNTY ADMINISTRATIVE OFFICE**

Suspended for today due to time constraints.

6. **DEPARTMENT/COMMISSION REPORTS**

**Scott Burns:**

- Reporting back on the Notice of Application from Federal Energy Regulatory Commission from last meeting. Consulted with Supervisor Johnston; there is an E-comment process, we can register comments regarding the scenic highway and how it relates to the county general plan.

**Stacey Simon:**

- Introduce new County Counsel employee, Steve Kerins.

**Leslie Chapman:**

- Suite Z is the decision on where to hold Strategic Planning meeting.

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. Travel Request - Finance - Werthwein GFOA Accounting Academy**

Departments: Finance

The Government Finance Officers Association (GFOA) offers a training program called the Accounting Academy: An Intensive Introduction to Governmental Accounting, Auditing, and Financial Reporting. The training program will provide Joanne with a solid basic understanding of governmental accounting. Objectives include fund accounting, government-wide financial reporting, budgetary reporting, interpreting financial statements, and public sector internal control and auditing. This training is a 5-day intensive course held at the GFOA Offices in Chicago, Illinois.

**Action:** Approve out of state travel for Joanne Werthwein, Fiscal and Technical Specialist IV, in order to attend the GFOA Accounting Academy at the GFOA Offices in Chicago, Illinois.

**Note**

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**Johnston moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**M16-59**

**B. Consolidation of Elections**

Departments: Elections

Request from the Mammoth Unified School District to consolidate a special election with the June 7, 2016 Primary Election.

**Action:** Consider and potentially adopt Resolution R16-17, consolidating the Mammoth Unified School District Special Election with the Statewide Direct Primary Election, and directing the Mono County Elections Division to conduct the election and canvass the returns.

**Johnston moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**R16-17**

**C. Resolution to Amend the Personnel Allocation List**

Departments: Sheriff-Coroner

Proposed Resolution #R16-18, authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate the position of Lieutenant I in the Sheriff's Office and add the position of Lieutenant I/II.

**Action:** Adopt proposed Resolution No. R16-18, authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate the position of Lieutenant I in the Sheriff's Office and add the position of Lieutenant I/II. Provide any desired direction to staff.

**Johnston moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**R16-18**

**D. Resolution Adding Position of IT Specialist III to Allocation List**

Departments: Information Technology, CAO

Proposed resolution #R16-19, authorizing the CAO to amend the County of Mono list of allocated positions to add an Information Technology Specialist III position and eliminate a Chief Information Security Officer position within the Information Technology Department.

**Action:** Adopt proposed resolution #R16-19, authorizing the CAO to amend the County of Mono list of allocated positions to add an Information Technology Specialist III position and eliminate a Chief Information Security Officer position within the Information Technology Department. Provide any desired direction to staff.

**Johnston moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**R16-19**

**Note**

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

## 8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

### A. Application for ABC License by Linda Dore Foodservice/Catering

Copy of Application for Alcoholic Beverage License dated February 25, 2016, received from the Department of Alcoholic Beverage Control on behalf of Linda Dore Foodservice/Catering, LLC, dba Epic Cafe.

\*\*\*\*\*

## 9. REGULAR AGENDA - MORNING

### A. Resolution of Support for Tri-Valley Groundwater Management District's Request for Basin Boundary Adjustment

Departments: Community Development, County Counsel

(Brent Calloway, Stacey Simon) - Presentation regarding request for a basin boundary adjustment to the Owens Valley groundwater basin proposed by the Tri-Valley Groundwater Management District (TVGMD) and Inyo County pursuant to the Sustainable Groundwater Management Act (SGMA). Proposed resolution supporting request for adjustment.

**Action:** Receive presentation. Consider and potentially adopt proposed resolution in support of TVGMD's and Inyo County's request for basin boundary adjustment. Provide any desired direction to staff.

**Alpers moved; Corless seconded**

**Vote: 5 yes; 0 no**

#### **R16-20**

**Stacey Simon:**

- Basin boundary adjustment is to redefine the Owens Valley Groundwater Basin. Rather than permeable flow of ground water, there's a geologic barrier that directs water west, rather than south toward Inyo Co. Inyo believes it's appropriate to redraw the Basin. Inyo simply asking Mono to support their request.
- Based on geologic barrier but also coincides with county line.

### B. Inyo National Forest Over-Snow Vehicle Planning

Departments: Board of Supervisors

(Erin Noesser, Inyo National Forest) - Over-Snow Vehicle Planning Workshop

**Action:** Receive overview presentation and provide any desired direction to staff.

**Erin Noesser:**

- Gave power point presentation on over snow vehicle use.
- Types of vehicles
- General area of project
- Current OSV management
- Current areas of closure
- Help needed from outside agencies

#### **Note**

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

- Questions?
- Fat bikes will be addressed by the manager in the future, right now they are banned on trails. Will be crafting a proposed action to minimize impacts.
- This is applicable to the Inyo Forest only
- Encourages feedback and comments from the Board for issues Mono feels is important.
- They gather lots of info each year about tracks, they do not want people to trespass. Work with law enforcement to identify areas; usually have one or two on patrol to address the issue.

**Supervisor Corless:**

- Appreciates the work involved and keeping trails open. Questions regarding the minimization process? Other types of vehicles, such as fat bikes?

**Supervisor Johnston:**

- Question on trespass issues.

**C. Sage Grouse Conservation Award**

Departments: Community Development

(Steve Nelson, BLM Area Manager) - Announcement of Mono County's nomination for Sage Grouse Conservation award.

**Action:** Authorizing out-of-state travel in the amount of \$1,500 to Pittsburgh, Pennsylvania to receive award and designate Wendy Sugimura who will travel and receive the award on behalf of the County.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M16-60**

**Steve Nelson:**

- Pleasure to announce that Mono County was nominated for and will be the recipient for the 2016 National Wildlife Conservation Award, largely for the work done with sage grouse. Through the effort of Planning Dept, no other county in nation that had this kind of support or commitment to conservation. Thank you and congratulations.

**D. Community Service Area 5 Appointments**

Departments: Clerk of the Board, Community Development

Consider the appointment of two new members to the Board of Directors for Community Service Area #5. One appointment will fill an existing vacancy and the other will fill the unexpired term of Marlys Harper, who just resigned.

**Action:** Appointment of Lynda Pemberton (term to expire 12/31/2018) and Joanne Werthwein (term to expire 12/31/2016) to fill two vacancies on the Board of Directors for Community Service Area #5.

**Fesko moved; Corless seconded**

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

**M16-61**

**Supervisor Johnston:**

- Disagrees with appointing county employees to bodies that recommend to Board on monetary issues. Cannot support.
- It's not personal, only public perception. Should encourage our employees to participate in functions but not those that recommend to Board.

**Supervisor Stump:**

- There have been previous discussions over concerns about employee volunteers being part of the Finance division of the County.

**Note**

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

**Stacey Simon:**

- There is no legal problem with it.

**Leslie Chapman:**

- Approved on a departmental level. There are several layers of control between CSA and payment.

**Supervisor Fesko:**

- Just the fact that we have county residents who want to serve, happy that people step up.

**Steve Noble:**

- He has been Chair of CSA #5 for a few years, on committee for about 10 years. Finds that county employees bring diversity of thought to the committee. Excited about these two people. Has not found conflicts having county employees on the committee. Joanne will not be a signee on financial forms.

**E. Interim Ordinance Suspending Establishment of Transient Rental Overlay Districts**

Departments: Community Development, County Counsel

(Scott Burns, Stacey Simon) - Proposed interim ordinance temporarily suspending the establishment of transient rental overlay districts (TRODs) in Mono County.

**Action:** Adopt proposed ordinance as an urgency ordinance (4/5 vote required.)  
Provide any desired direction to staff.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**ORD16-02**

**Stacey Simon:**

- This will be good for 45 days, but may be extended for 10 months 15 days, then again up to 1 year.

**F. Temporary Employment Agreement with Adrienne Ratner**

Departments: County Counsel

(Stacey Simon) - Appointment of Adrienne Ratner as a limited-term (March 14, 2016 through September 14, 2016), full-time Deputy County Counsel II and prescribing the compensation, appointment and conditions of said employment.

**Action:** Adopt Resolution #R16-21, approving contract with Adrienne Ratner as limited-term, part-time Deputy County Counsel II and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Corless moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**R16-21**

**G. EMS Task Force Report**

Departments: EMS Taskforce

10:00 a.m.

(Various) - Mono County EMS Ad Hoc Advisory Committee Report and Recommendations.

**Action:** Receive report and recommendations from the EMS Ad Hoc Advisory Committee, Provide Board input and discussion, and Provide next-step guidance to

**Note**

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staff.

8 committee members were present in Bridgeport.

Leslie Chapman, Dr. Rick Johnson, Jack Copeland, Bob Rooks, Frank Frievalt, Mike Geary, Rick Mitchell, and Ralph Lockhart.

**Supervisor Stump:**

- There will be no decisions made today; will need future agenda items to make decisions.

**Supervisor Fesko:**

- Brief background on the formation of the Ad Hoc EMS committee. Thank you to members for time and effort: listed members of committee. Limited support staff, Stacey Simon, Helen Nunn, and special thanks to Don Nunn. Special thanks to Bill Van Lente.

**Dr. Rick Johnson:**

- Expressed regrets on behalf of Lynda. Thanks to members of committee, many members were volunteer and unpaid. Thanks to Stacey and Helen.
- Referred to the report in the agenda packet.
- The committee began with several models, landed on three: modify existing system, integrate Fire with EMS, or privatize. The committee deemed that modifying the existing system was the most feasible for Mono County.
- Explained the definitions of fiscally sustainable, high quality, and countywide as determined by the committee.
- Note: this report represents a consensus opinion, but not unanimous.
- Since the committee last met, Inyo Co has issued an RFP for service.
- 4 categories within recommendation: cost containment, revenue enhancement, modifications to enhance deployment, modifications to enhance management capacity.
- 4 things needed to move forward and implement changes: Creativity, flexibility, sacrifice, commitment.

**Bob Rooks:**

- Went through the historical perspective of EMS services.

**Frank Frievalt:**

- Overview of model not recommended: integrate fire with EMS.
- Reasons fire has always had a close relationship with EMS; reasons why this model is not the preferred model.
- Positive points in this model, but not feasible at this time.
- Cornerstone for any successful model. 55 items, what is possible? Some points may be improbable, but we won't know until we get into the detail.
- More than just about maintaining the program. Key points: we need a 5 year strategic plan. Implementation side has to be a key piece. Several things make current situation tough, including the current MOU, and tightening up the budget.

**Jack Copeland:**

- Spoke to the privatization of the EMS model.
- Many other counties do have this option, and still subsidize and have to manage the program or pay a management fee. Unable to gain real information about what this option would look like in Mono Co.
- RFP would be required with this option.

The Board held a general discussion and question and answers session with committee members for further clarification of the EMS committee' report.

South County, questions or comments?

No one spoke.

North County, questions or comments?

**Note**

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**Rick Mitchell:**

- He sent letter to the Board, will read into record. (Email may be read in Additional Documents from this meeting).

Open to Board for comments:

**Supervisor Johnston:**

- Originally voted against the committee and against the subsidy. Appreciates all the work and ideas, but we're still doing the same thing. We need a strategic plan. Wants to stick with the current MOU, feels it is fiscally sustainable at the moment. Things should be pursued. Need to figure out the Tri Valley area. Should focus on making the system as efficient as possible.

**Supervisor Alpers:**

- Agrees with Johnston to an extent. Supported the committee, the detailed examination was needed. Changes are inevitable. Not sure where we go from here. Was worth the effort.

**Supervisor Corless:**

- Feels there are very clear implementation and recommendations in the report. Wants to direct staff to make changes. Would like to abandon idea of county wide privatization model and give explicit direction to move forward with recommended model. Shows commitment to the process. Challenging to create new policy to improve EMS system. Probably will not be short term cost savings; may have to budget same amount next year, but thinks there will be long term savings. Thinks good to look at other revenue producing ideas.

**Supervisor Fesko:**

- Thanks again to committee members and staff. The committee took a lot of time figuring out what each of the 3 directives meant. End result is the first step of many steps in the process. Not sure where we go from here, but looking at long term, we need to do something. We can grow as the needs grow. If we want a service, we need to figure out how to pay for it. Does not want to create something that sits on a shelf and collects dust. Feels this workshop is one of many. Needs to be further refined.

**Supervisor Stump:**

- Thanks everyone for being here. Concur that additional agenda items are needed, would like to see focus on existing program first. Looking at points, discussing, creating direction for staff. Could include revenue generation, deployment models, to looking at MOU, clarifying which are mgmt rights vs. bargaining unit. Will not be solved by our next budget cycle. Needs to be a thoughtful discussion, not done in a hurry.
- Thanks to committee, thanks to medics for attending as well. His goal is to do this together.

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

*No one spoke.*

**11. CLOSED SESSION**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. 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.

**Note**

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## REGULAR SESSION WILL CONVENE AFTER LUNCH

### 12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

*No one spoke.*

### 13. REGULAR AGENDA - AFTERNOON

#### A. Energy Task Force Workshop

Departments: Energy Task Force

(Megan Mahaffey, Wendy Sugimura, Joe Blanchard) - Mono County Energy Policy Update.

**Action:** 1. Review energy audits and provide feedback on resulting projects listed.  
2. Review Net Zero Energy policy and provide direction for any desired revisions.

**Megan Mahaffey:**

- Gave background on the Energy Task Force since its conception in 2013. Tasked with evaluating numerous county buildings.
- Led the discussion through the power point provided in the agenda packet.

**Joe Blanchard:**

- Continued the discussion through the power point.

**Wendy Sugimura:**

- The policy behind this is in the general plan that was Board approved. Existing policy provides the umbrella to reduce resource consumption and operations.
- Focus was on county facilities rather than private projects.
- Intent of policy is to incentivize and encourage private energy-efficient projects, not regulate them. What should we be talking about as far as a policy change? We could add policy to move toward energy efficiency but not regulate them.
- Re: energy audits on two projects, rooftop solar and landfill. Will research and bring back to Board.

**Supervisor Johnston:**

- Thank you for the work on the audit. Hopes for a policy that has incentives/method for new homes to be as energy efficient as possible.
- New subdivisions have different ways to design homes for energy efficiency. Passive solar, PACE, etc.

**Supervisor Fesko:**

- In Antelope Valley, talked of lot splits/subdivisions, had an exclusion to go solar instead of underground utilities.

**Supervisor Stump:**

- We need to leave room for those who have a limited budget for this.

**Tony Dublino:**

- Discussion re: solar farm, design challenges, potential solar on top of landfill? Costs associated with building out.

#### B. Exception to PERS 180-Day Wait Period and Hiring of Retired Annuitant as IT Specialist III

Departments: IT, Finance, County Counsel

(Nate Greenberg and Stacey Simon) - Resolution making required certifications for

**Note**

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an exception to the 180-day wait period under Government Code sections 7522.56 and 21224 to allow the limited term, part-time employment of PERS retiree Gary Coverdale as Information Technology Specialist III, as necessary to fill a critically needed position before the 180-day wait-period has passed, and authorizing such employment.

**Action:** Adopt proposed resolution. Provide any desired direction to staff.

**Alpers moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**R16-22**

ADJOURN 2:53

ATTEST

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FRED STUMP  
CHAIRMAN

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HELEN NUNN  
SR. DEPUTY CLERK OF THE BOARD



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 5, 2016

**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 Special Meeting held on March 14, 2016.

**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:**

<p>Click to download</p> <p> <a href="#">03-14-16 sp draft mins</a></p>
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**History**

Time	Who	Approval
3/25/2016 4:28 PM	County Administrative Office	Yes
3/21/2016 1:48 PM	County Counsel	Yes
3/28/2016 8:13 AM	Finance	Yes



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

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

**Special Meeting  
March 14, 2016**

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<b>Flash Drive</b>	On portable recorder
<b>Minute Orders</b>	M16-62
<b>Resolutions</b>	None
<b>Ordinance</b>	ORD16-03 not used

1:00 PM Meeting Called to Order by Chairman Stump.

Pledge of Allegiance led by Megan Mahaffey.

Chairman Stump thanked Town for allowing us to use Suite Z and to IT for handling all connections, etc.

Supervisor Fesko is attending this meeting from Board Chambers in Bridgeport along with potential staff. All other Supervisors are present in Mammoth Lakes at Suite Z.

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

2. AGENDA ITEMS

**A. Strategic Planning Workshop**

Departments: Board of Supervisors

(Facilitators Laree Kiely and Beth Conley ) - Conduct a Strategic Planning Workshop.

**Action:** Conduct a facilitated strategic planning workshop including the following:

- Review objectives, the process to date & shred definitions
- Board Discussion: What are the external forces impacting our future?

**Note**

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

- Board Discussion: Identify the 2016-17 Strategic Objectives (priorities or focus areas).
- Staff and Public Input: Are there any additional objectives the Board should consider?
- Optional Activities: Authority Scale for Managing Projects & Programs; Strategic Plan & Performance Measures – Tools for Managing.

**Action:** Approve focus areas for the 2015-2016 Strategic Plan, and direct staff to move forward with planning process.

**Corless moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M16-62**

**Laree Kiely:**

- Gave overview of process that's been gone through, what has worked, what hasn't.
- Desired outcome is to have one year priorities in place.
- Mentioned that the process for last year was much like having to build a plane while you're flying it.
- She thanked everyone for the process they've gone through so far.
- Thanked Supervisor Corless for jumping in and keeping the momentum going.
- Thanked Leslie Chapman as well for her part in moving this forward.
- We won't have to do this at such a grass roots level ever again due to work that's already been accomplished.
- Went over list of terms being used.

**Leslie Chapman:**

- Plan started two years ago with a lot of planning meetings at a grass roots level.
- Gave overview of process that's been gone through, what has worked, what hasn't.
- If you develop your strategic plans appropriately at the beginning and come up with goals then the whole budgeting process can be handled effectively.

**Supervisor Corless:**

- She went over list of individuals that assisted with this process; her part in it was to make sure that it didn't die at the board level.

**Partial List of External Forces Contributed by Board (to see white board list, created by Beth Conley, see web page):**

- Weather
- Climate
- Road Funding
- EMS
- Fuel Prices
- Infrastructure (ours, Forest Service)
- Tourism
- Agriculture
- Status of Town - decisions they make, what fate is, etc.
- Solid Waste
- Carb Compliance for Diesel Fleet
- Affecting policy in Washington D.C.
- Public Lands
- Technology
- Affordable Care Act
- Increasing Tourism dollar
- Increasing TOT in North County
- Political Elections

**Note**

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

SPECIAL DRAFT MEETING MINUTES

March 14, 2016

Page 3 of 4

- Services we're responding to
- Cost of construction
- State Legislators
- Public Safety (regulatory changes in jail)
- Regulatory Issues – no grant funding source?

Economic Issues:

- Potential recession
- Impact of getting digital 395 up and running.
- Marketing – using better marketing now.
- Diversifying economic base.
- Affordable Housing.
- Cost of Living.

Environmental Issues:

- EIR for Forest Lands
- Mono County is one of darkest places at night in U.S. – we should maintain that if possible.

**Department Heads/Public Speakers:**

Robin Roberts (Behavioral Health):

- Foster care reform/AB 109 and Prop 47
- Aging population of county and department heads
- Cost of living and keep, retain and recruit for employees

Tim Kendall (District Attorney):

- Realignment impacts
- How will county fund more services?
- The Public Safety and Rehabilitation Act, possibly on upcoming election.

Molly Desbaillets (First Five):

- Childcare as economic driver, there aren't enough spots available right now.

Alicia Vennos (Economic Development):

- Visitation from International markets but can't forget domestic markets.

Lynda Salcido (Public Health):

- Salaries are flat and it's hard to recruit here.

Bob Musil (Clerk-Recorder):

- Aging county infrastructure: elections hardware is an example.

**Part Two: Thinking Systemically:**

Laree Kiely:

- Flexibility controls the system.
- Any change you make in the system changes the whole system.
- Not talking about what projects we're going to be taking on, but rather what the focus areas are. This is missing piece of the plan.
- Asked Board to name five focus areas for this next year that if looked at this coming year would have an impact on the external forces already discussed.
- Areas where discretionary money might be spent.

**Themes/Places that if we put attention to NOW would make most impact?**

- How to keep Mono County Rural
- How to accommodate workforce and housing
- Diversity economic base
- Revenue streams less volatile
- Mono County best place to work
- How to keep Mono from being overrun with people and machines
- Improving Public Safety
- Solid Waste Planning
- Road Facilities Maintenance/Improvement, including CARB

**Note**

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- Redevelopment of June, Bridgeport, Lee Vining
- Seek collaborative solutions.

Laree's "labels" of main focus areas:

- Economic Base
- Mono County, best place to work
- Environmental Sustainability
- Public Safety
- Collaborative Solutions
- Infrastructure

**Other Comments:**

**Garrett Higerd (Public Works):**

- Sustainable stewardship of infrastructure.

**Tim Kendall (District Attorney):**

- This is a good list; other fingers come off of these to create many others.
- At next meeting, will some of the project requests be taken from the Department Heads?

**Supervisor Fesko:**

- We need to look at the big picture. Lists can make things into silos.

**Supervisor Stump:**

- How should Department Heads get information to you?
- He's comfortable going with these six categories, then reconvening as necessary.

**Supervisor Alpers:**

- How do we fit things into an emergency situation?
- Thanked Nate Greenberg and Megan Mahaffey for Strategic Plan tool.

**Supervisor Johnston:**

- Feels urgency is missing from this list.
- Bothers him that there aren't strategies by department heads to complete goals?

**Leslie Chapman (CAO):**

- Gave vision of what's next.
- Need special meeting with department heads soon.
- Thinks it should be another workshop style meeting, perhaps in Lee Vining.
- She wants to clarify: what we have here is our focus areas; sometimes things fall by the wayside. The strategic directions still remain in place. Today we've developed focus areas for this next year; next we discuss projects.

**Alicia Vennos (Economic Development):**

- She feels this makes sense to her.
- Are these replacing Strategic directions already in place?

**Bob Musil (Clerk-Recorder):**

- Isn't it about what goals we *can* achieve?
- We could save a lot of money by going to all VBM elections but due to active legislation that's not possible.

ADJOURN AT 4:41 p.m.

ATTEST

---

FRED STUMP  
CHAIRMAN

---

SHANNON KENDALL  
ASSISTANT CLERK OF THE BOARD

**Note**

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





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 5, 2016

**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 March 15, 2016.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 /

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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**History**

Time	Who	Approval
3/30/2016 4:44 AM	County Administrative Office	Yes
3/29/2016 10:39 PM	County Counsel	Yes
3/29/2016 5:28 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  
March 15, 2016**

<b>Flash Drive</b>	On portable recorder
<b>Minute Orders</b>	M16-63 to M16-69
<b>Resolutions</b>	R16-23 to R16-26
<b>Ordinance</b>	ORD16-03 NOT USED

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

*Supervisors Present: Alpers, Corless, Johnston and Stump.*

*Supervisor appearing from Bridgeport: Fesko*

*Supervisors Absent: None.*

*Comment about item #9c (Potential Sale of Benton Rental Units) – will open in morning to see if anyone is waiting to comment and then reconvene in afternoon to accommodate people that need to be here.*

*Break: 10:30 a.m.*

*Reconvene: 10:40 a.m.*

*Closed Session: 12:07 p.m.*

*Reconvene: 1:08 p.m.*

*Adjourn: 1:44 p.m.*

Pledge of Allegiance led by Bob Musil

**The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link:  
<http://www.monocounty.ca.gov/meetings>**

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

**Note**

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

*No one spoke.*

**2. APPROVAL OF MINUTES - NONE**

**3. RECOGNITIONS - NONE**

**4. BOARD MEMBER REPORTS**

**Supervisor Alpers:**

- 3/9 - Attended the Mono Basin RPAC held at the Lee Vining Community Center. Nate Greenberg updated the RPAC on the status of digital service for the Lee Vining community. Also in attendance was Raul Alcaraz, CEO of RACE Communications and Carlos Alcanger, CTO of RACE Communications. Raul reported that providing high speed digital service for Lee Vining was in their business plan for serving Mono County communities. An extensive physical work plan for our communities is being developed and Lee Vining is included. No time frames were presented, progress reports will continue to be brought before the RPAC and our BOS. Caltrans reported on District 9 projects in the coming year. They are unsure as to exactly when the Mono Lake Rockfall Project will restart.
- 3/9 - Attended the June Lake PUD meeting held at the June Lake Community Center. Board President Bromberg introduced the new PUD General Manager Paula Welsh. Given recent high profile issues regarding the June Lake PUD, I took the liberty of inviting Ms. Welsh and the entire PUD Board to a BOS meeting in the near future for an introduction. Hopefully, with the new GM on board the PUD will turn the page and move forward to a new, positive and productive future for the community of June Lake.
- 3/10 - Attended the Mono County FIRST 5 regular commission meeting held at the MCOE conference room in Mammoth Lakes. The commission authorized Intra-Agency agreement with Mono County to facilitate the implementation of CDBG child care services funding award activities in the amount of \$482,558 which will provide for construction of Bridgeport and Benton pre-schools. The commission approved the FIRST 5 Mono County Strategic Plan 2014-2019. The Kindergarten Fairs will be held on the following dated for kids 1-5 years of age: 3/21 Benton, 3/22 Antelope Valley, 3/23 Lee Vining & Bridgeport, 5/21 Mammoth Lakes.
- Thanked staff for a terrific strategic planning meeting and thanked consultants.

**Supervisor Corless:**

- 3/2: Inyo County juvenile justice system meeting, gathering of 50+ county staff and elected officials, tribal leaders, court representatives and community members to discuss community needs, facilities and programs around changes coming to the system. Many thanks to Inyo County for including Mono County staff (CAO Chapman, probation department, and herself) in the discussion.
- 3/4: Eastern Sierra Council of Governments workshop on collaboration. Great presentation from Martin Gonzalez/Institute for Local Government that will help us determine how we make progress on regional issues such as reliable air service, technology, solid waste and recreation.
- 3/10-12: CA State Association of Counties' executive leadership forum in San Jose—a tremendous learning experience with fellow county supervisors and county executives that promotes better decision making—techniques she is committed to using right here.
- Question/request for follow up from roads/public works regarding rodent control methods. Eastern Sierra Wildlife Care recently had a very sad case of a young mountain lion found in the Crestview area that died in their care. It seemed to have ingested rodent poison—raptors and other wildlife have also been found suffering from secondary poison due to use of rodent poison at facilities and residences. Mono County does not use rodent poison at our road shops and other facilities. Plans to follow up with other agencies at the next Collaborative Planning Team meeting.
- Received some constituent feedback regarding postcards that were mailed out to voters last week regarding address update requests—wording was confusing and could warrant some follow-up, which I think Bob Musil is planning to address in his board report—she appreciates

**Note**

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his quick response to the concerns.

**Supervisor Fesko:**

- Tuesday Oct 8<sup>th</sup> – Attended CSA #5 here in Bridgeport. They are happy to have a full board after the two appointments by the BOS. Discussion took place regarding the Memorial Hall remodel. This project is moving forward and special thanks to Public Works staff for their efforts and hard work. The CSA is also looking into doing some updating/repair at the Bridgeport cemetery.
- Tuesday Oct 8<sup>th</sup> – Attended the Northern Mono Chamber of Commerce meeting in Walker. With some grant funding through Tourism, the Chamber is continuing its Bird Watching festival again this year. It also has a new Kite Festival planned for September. Through its fundraising throughout the year, it will continue to stock Trout in the West Walker River. Along with two fishing derbies, the How Big Is Big and the Size Doesn't Matter derbies.
- On the matter of CHP offices in north County, I did speak with Lieutenant Jeff Holt from the Bridgeport office. He did say that the State Department of Finance did request info on why a north county office should be kept. He felt that in today's climate of watching all monies, this was not unexpected. He indicated that both Division Headquarters and he himself believe that a north county office must exist for the best public safety. In fact he has submitted paperwork to justify staying in Bridgeport. As he hears more, he will keep us informed.
- On March 1<sup>st</sup>, this Board approved a letter of support for State 2016-2017 PILT and PILT in arrears. Since then, I have received a letter of support for RCRC sponsored PILT Legislation and have asked staff to get it on the April 5<sup>th</sup> BOS agenda. There is a new Senate Bill 1188 (McGuire) which does implement our original letter of support.
- I would like to thank staff for a very productive Strategic Planning Meeting yesterday (14<sup>th</sup>). It is yet just one more step towards long term goals.

**Supervisor Johnston:**

- Attended the Institute for Local Government ESCOG workshop on March 4th. Items included discussion of regional air service.
- Attended the Local Transportation Commission on March 14<sup>th</sup>
- Attended the strategic planning meeting also on March 14th.
- Planning to attend the ESCOG meeting this week.
- Planning to attend the Inyo County 150th anniversary affair next week in Independence.

**Supervisor Stump:**

- 3-9: Met with Raul Alcaraz and Nate Greenberg to discuss RACE Communications requirements for fiber optic connections to homes with underground utilities. Also discussed other County wide service issues.
- A thank you to all who worked on yesterday's planning meeting. Leslie, Megan, the entire IT Department, Shannon, Helen, Robin, Kathy, Nate, Stacy Corless, and anyone else that he may have forgotten. Thank you to all the staff that took the time to attend.

## 5. COUNTY ADMINISTRATIVE OFFICE

### CAO Report regarding Board Assignments

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

**Leslie Chapman:**

- 3/2/16: Attended a facilitated workshop in Inyo County regarding the future of juvenile services in the Eastern Sierra.
- 3/2/16: Attended the CSA #5 meeting and heard updates on the Memorial Hall remodel project and Bridgeport Cemetery improvements.
- 3/4/16: Attended an all-day ESCOG workshop about regional collaboration with discussion on specific goals such as a broadband service, and a regional airport.
- 3/9/16: Met with Pam Kobylarz from the Town of Mammoth Lakes regarding the MCFLEX property and updating the MOU with the Town and adding the Court and Hospital.
- 3/9/16: Met with Dan Holler about common issues and opportunities for collaboration in areas

**Note**

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

such as broadband, solid waste, the ESCOG and the possibility of partnering on a Federal legislation consultant, which will be a policy item with next year's budget.

- Then Tony Dublino and Stacey Simon joined the meeting to discuss the remaining issues on the flow agreement, and post-closure solid waste alternatives.
- 3/14/16: Strategic planning workshop.

## 6. DEPARTMENT/COMMISSION REPORTS

### Stacey Simon:

- Pleased to introduce Adrienne Ratner that started yesterday. She's excited to have her on board. Used to be prosecuting attorney for Washoe Tribe.
- Adrienne Ratner – she is looking forward to working with everyone.

### Tony Dublino:

- Pumice Valley acquisition is complete, escrow closed.
- Solid Waste Task Force meeting on Thursday – goal is to determine whether the group can make recommendation to the board.
- Conway Ranch Strategic Facility Plan meeting – first meeting tomorrow in Lee Vining.
- Supervisor Stump: he'll be at Tri-Valley meeting tomorrow night, can't go to Conway Ranch meeting.

### Bob Musil:

- All campaign filing except for one office has closed: Mark Magit – Superior Court Judge; District 2 – only candidate is Fred Stump; District 3 – only candidate is Bob Gardner, deadline is tomorrow at 5:00 p.m.; District 4 – Tim Fesko, John Peters and Bob Tems.
- Precinct locations: finalized most of them. We have combined #2 and #4 in Chalfant/Benton into one – at Chalfant Community Center. Not enough in Paradise for its own polling place or Lee Vining, both will remain mail only. Town of Mammoth Lakes still up in the air - meeting tomorrow with School District and IT to see about consolidating all Mammoth precincts into one location: the high school.
- Address Cards recently sent out: we're required to do every two years to verify registered voters. Had to use some older cards that had some confusing language. In future, will make sure cards are cleaned up.
- We recently received resignation from Alternate Board member for Assessment Appeals Board, we will be recruiting for that one position.

### Scott Burns:

- Tom Perry is moving to the Town of Mammoth Lakes. They'll need to recruit.

## 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. Safety Seat Checkup Proclamation

Departments: Clerk of the Board

Stephanie M. Tombrello, LCSW, Executive Director, SafetyBeltSafe USA, has requested the Board adopt a proclamation recognizing the week of April 3 - April 9, 2016, as Safety Seat Checkup Week. This item is being sponsored by Chairman Stump.

**Action:** Approve proposed proclamation.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M16-63**

#### Note

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

**B. Resolution Authorizing Continuing Application to CalRecycle Payment Programs**

Departments: Public Works, Solid Waste Division

Proposed resolution #R16- 23, authorizing the Director of Public Works to Submit and Execute on Behalf of Mono County an Application to the Department of Resources Recycling and Recovery for Payment Programs and Related Authorizations.

**Action:** Adopt proposed resolution #R16-23, authorizing the Director of Public Works to Submit and Execute on Behalf of Mono County an Application to the Department of Resources Recycling and Recovery for Payment Programs and Related Authorizations.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**R16-23**

**C. Department of Health Care Services Multi-Year Substance Use Disorder Services Contract Amendment for Fiscal Years 2014-2017**

Departments: Behavioral Health

Proposed contract amendment with Department of Health Care Services for Substance Use Disorder services for Fiscal Year's 2014-2017.

**Action:** Approve County entry into proposed contract amendment and authorize Robin Roberts, Behavioral Health Director to execute said contract on behalf of the County.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M16-64**

**D. DSA Side Letter to the MOU**

Departments: CAO

Proposed resolution #R16-\_\_\_\_, adopting and approving the second amendment to the 2014-2017 Memorandum of Understanding between the County of Mono and the Mono County Sheriff's Officers Association (AKA the Deputy Sheriff's Association) establishing an 80-hour/14-day work period and maintaining overtime pay for grant-funded work.

**Action:** Adopt proposed resolution #R16-24, adopting and approving the second amendment to the 2014-2017 Memorandum of Understanding between the County of Mono and the Mono County Sheriff's Officers Association (AKA the Deputy Sheriff's Association) establishing an 80-hour/14-day work period and maintaining overtime pay for grant-funded work.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**R16-24**

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE**

**Note**

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

## 9. REGULAR AGENDA - MORNING

### A. Sierra Nevada Conservancy (SNC) Presentation

Departments: CAO

(Danna Stroud and Randi Jorgensen) - SNC's Watershed Improvement Program (WIP) Regional Strategy.

**Action:** Approve and authorize the Board Chair to sign the Statement of Endorsement for the Sierra Nevada Watershed Improvement Program. Direct Staff to comment on the WIP Regional Strategy on smoke impacts and fire suppression priorities and actions to the Eastern Sierra.

**Corless moved; Alpers seconded**

**Vote: 5 yes; 0 no**

#### **M16-65**

**Danna Stroud:**

#### **WATERSHED IMPROVEMENT PROGRAM POWERPOINT:**

- Created in 2004; region and governing board
- California's primary watershed
- Sierra Nevada Region is an area of great significance to the State of California
- State of Sierra Nevada's Forest – Fall 2014
- Discussion of restoration needs
- Wildfire is increasing
- Increased greenhouse gas emissions
- Time to act is now
- Need and opportunities for strong partners
- WIP is a solution to some of these issues
- MOU was established between CA Natural Resources Agency Secretary Laird and USFS Region 5 Regional Forester Randy Moore
- Primary objectives of the WIP
- 16 watershed assessment areas
- Policy
- Funding
- Communication goals for WIP
- Get involved
- California Headwaters Partnership
- Two websites: [www.restorethesierra.org](http://www.restorethesierra.org) (for WIP related information) and [www.sierranevada.ca.gov](http://www.sierranevada.ca.gov) (original website for all else)

**General comments were made by supervisors.**

### B. County Service Area #1 Update and Skate Park Request

Departments: CAO, Community Development Department, CSA #1

(Kim McCarthy, Courtney Weiche) - CSA #1 update and authorization to prepare a Request for Bids or Request for Qualifications for the skate park design or design/build contract to be located in the community of Crowley Lake.

**Action:** Authorize CSA#1, with assistance from County staff, to begin work on a

#### **Note**

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

Request for Qualifications (RFQ) to identify an architect or another design professional who would then prepare the plans and specifications for the skate park.

**Stump moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M16-66**

**Leslie Chapman:**

- Gave introduction to item.
- Explained who was going to speak, how the item would be presented.
- Gave brief explanation how Community Service Districts work in our county.

**Stacey Simon:**

- The Board of Supervisors is the governing board, but each CSA has boards that report to our board.
- She and Christy Milovich are here to answer questions about process.
- Public agency owner of a skate park has requirements to post and that limits liability.
- We have to get a Request for Qualifications done to accept proposals or qualification statements from qualified designers, select candidate and then that person would draw up plans which would become part of bid package that would go out to potential contractor.
- You'd have to have a contractor willing to allow volunteers.

**Kim McCarthy:**

- Gave some history on CSA #1 itself; money that's been held in reserves, etc. and about the ten year plan and projects planned and completed.
- Gave some updated information to her materials submitted with her item.
- Completed projects so far: Community Wellness program classes have been going on for over a year now; improvements to Crowley Lake Ball Field and solar panels; purchase of playground equipment - installed when other equipment in Mono County was replaced.
- At standstill on project, trying to now move ahead with the skate park, making it number one priority.
- Here to ask our board to move Skate Park forward with request to authorize staff to proceed with a request for qualifications or request for bids.
- They receive approximately \$130,000 annually from taxes.
- They have over \$500,000 in account currently; approximately \$400,000 for park with an additional \$200,000 worth of work requested by county.

**Courtney Weiche:**

**POWERPOINT ON CROWLEY LAKE SKATE PARK**

- Project proposal
- Location of project and surrounding properties
- History on parcel and permitting
- Use permit approval for Skate Park in 2015.
- Skate Park Site Plan
- Various photos of site from different angles.
- Parking requirements
- Public Outreach and Hearing Notice
- Summary of outreach
- Environmental review
- Final design approval
- Recommendation

**Supervisor Johnston:**

- Asked if CSA #1 would have enough money by the time construction starts.
- Asked about design.
- We're looking at RFQ for designer?
- How does volunteer help fit into this? Can volunteers participate?

**Note**

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- Consideration for pre-fab bathroom?

**John Connelly:**

- Explained about ADA compliance.
- He's worked many years with children.
- He teaches kids to skateboard at skate camps.
- Targeted age group – 7 – 12 primarily but all levels.
- Design most important – open and flowing with progression levels. Needs to be the best.
- All the kids he teaches must wear helmets, all the time.

**Larry McKee:**

- Question about legality of having a skate park and no helmets being worn. Even if they're required? Who is liable?

**Tim Flynn:**

- Asked about construction costs.
- Offsetting costs: is it possible to award on cost-plus basis and bring volunteers in, etc?
- There are ways to mitigate costs.

**Garrett Higerd:**

- There are three distinct portions of work: skate park side of it, which is like a work of art; facility side of it designed by more 'normal' architect; then there's the civil improvement side.
- There's some advantage to breaking up components to make sure each gets done in most cost effective manner.

**Joe Blanchard:**

- Pre-fab bathrooms are much more expensive but less labor intensive.

**Jeff Walters:**

- Vacant Public Works Manager – crafting an offer letter at the moment. Amount of staff time required to assist with RFQ is a lot. He thinks this would be one of the first jobs of the new manager.
- Probably can't pull staff off other projects now to put them onto this one.

**Supervisor Stump:**

- It's important to make sure that someone is there to do the work, volunteers or not.

**C. Potential Sale of Benton Rental Units**

Departments: CAO

(Leslie Chapman) - Potential sale of Benton Housing Units.

**Action:** 1. Authorize the CAO and County Counsel to enter into negotiations with the Utu Utu Gwaitu Paiute tribe for the possible sale of that portion of Parcel 24-131-29 owned by the County in Benton which contains two housing units, and 2. Authorize Staff to prepare a record of survey and take other associated actions to divide the parcel for the purposes of conveyance.

**Alpers moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M16-67**

**Supervisor Stump:**

- Opening item to see if anyone is waiting to speak. If not, it will be taken after lunch.
- Impact from housing mitigation issue in June happened in Benton; therefore he has no problem recommending that \$60,000 go back to affordable housing fund and the \$20,000 could go back to the June Lake area.
- He will bring another item back about the money for the park.

**Leslie Chapman:**

- Explained item; here to inquire about possibility to begin negotiations with Benton Tribe to purchase the rental houses in Benton.
- Is there interest in selling?

**Note**

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- Asked Supervisor Johnston for a little more history.
- Balance of any proceeds – recommend they go back into the housing mitigation fund.
- Suggested that they vote on only the action part which is the sale of the two properties.

**Supervisor Johnston:**

- A grant was obtained and houses were repaired; then there was a whole volunteer effort. Developer in June Lake loaned money to the repair of these houses. Resulted in new everything.
- They were then in County's inventory as rental houses.
- Question now: developer that loaned us the money – this money should go back into our affordable housing fund from whence it came.

**Stacey Simon:**

- We could look in Conditions of Approval for information on this loan.
- Board is sticking close to item topic but shouldn't go further down the road they're on.

**Jim Copeland (Benton Tribe):**

- He worked on the two houses in Benton; he thinks this would be good for Benton which he feels gets overlooked.
- Requests that the Board consider selling houses.

**Supervisor Fesko:**

- Wants to see this go through.

**Supervisor Alpers:**

- He thinks the \$60,000 needs to go back into the Housing Mitigation fund.
- He'd like more information right now.

**Scott Burns:**

- He can follow up and report back on various aspects of this.

#### **D. Electronic Recording Delivery System**

Departments: Clerk-Recorder

(Bob Musil) - Discussion of Mono County's proposed participation in a system which allows documents to be recorded electronically. Consider and potentially approve Resolution #R16 \_\_\_\_, A Resolution of the Mono County Board of Supervisors Authorizing Mono County's Participation in an Electronic Recording Delivery System.

**Action:** Adopt proposed resolution #R16-25, authorizing Mono County's Participation in an Electronic Recording Delivery System as modified.

**Corless moved; Alpers seconded**

**Vote: 5 yes; 0 no**

#### **R16-25**

**Bob Musil:**

- Explained that he wants to spend approximately \$18,000 out of modernization funds.
- He's recommending that we enter into a system where we can accept electronic recording of documents and processed.
- At the moment Inyo is not doing anything similar; not affordable for her.
- He is asking for a \$1 increase in recording fees per document.
- Has to submit letter by March 31<sup>st</sup> to be able to participate

**Tammy Hooper:**

- Mammoth Lakes Board of Directors
- Licensed realtor in Mammoth who does a lot of transactions.
- Mammoth has a lot of sophisticated clients these days.
- Not good if transactions get delayed due to old way of doing things.
- How has Inyo Mono Title done this for so long?
- Asking today for support of this.

**Note**

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**Larry McKee:**

- Agrees with Tammy Hooper.
- They're trying to give county money in a more timely way.
- Here in support.

**Jerry Core:**

- From Inyo-Mono Title.
- Electronic Recording is the future for both Inyo and County.
- They currently rely on people driving documents to Bridgeport.
- This is a no brainer, generating money for Mono County.

**Karen Nelson:**

- Part of Mammoth Board of Realtors.
- Cost factor, going green as well as interests of employees of Inyo-Mono Title she's in support of going forward.

**Supervisor Johnston:**

- What is Inyo doing?
- Why wouldn't we be doing this?

**Stacey Simon:**

- State law requires a notice to increase a fee; will have to be handled separately.

**E. Solid Waste Fee Waiver Programs**

Departments: Public Works, Solid Waste Division

(Tony Dublino) - Presentation of the current status of the County's Solid Waste Fee Waiver Programs, and request for Board direction on future implementation.

**Action:** None.

**Tony Dublino:**

- Introduced item; gave an overview. His staff report laid out numbers in play.
- Costs were starting to increase dramatically so he thought it was something Board needed to hear/discuss.
- We could improve the ways the wood waste voucher program is being handled.
- Leaning towards option #3 – insuring that property owners bring them into the landfills.
- Manure: exemption in place with previously approved resolution. Costs are not out of control but at this point, they're caught up with post-closure maintenance so it can't be utilized anymore. It would have to be hauled to landfills to be utilized which costs money. He's leaning more towards imposing a rate. He suggests waivers only at Benton and Chalfant.

**Supervisor Fesko:**

- Asked for explanation for push for costs.
- Maybe vouchers need to be bigger with rules/regulations. Education needed.

**Supervisor Stump:**

- Agrees with Option #3 but feels it's acceptable for a property owner to use private contractors to perform their defensible space; but reasonable too allow property owner to prepare documentation to accompany voucher and contractor when he goes to dispose of materials.
- Discussion about fire mitigation from Round Fire.
- Manure – troubles him. One of objectives to dump frequently was disease control for flies. He wants more information and needs more community meetings.
- Encouraged cost is going up; means there is more defensible action taking place.

**F. Solid Waste Acceptance Criteria and Fee Decrease**

Departments: Public Works, Solid Waste Division

(Tony Dublino) - Proposed Resolution 16-\_\_\_, revising solid waste acceptance

**Note**

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criteria at County Solid Waste Facilities, and decreasing certain gate fees at the Benton Crossing Landfill. Provide any direction to staff.

**Action:** Adopt proposed resolution, #R16-26, revising solid waste acceptance criteria at County Solid Waste Facilities, and decreasing certain gate fees at the Benton Crossing Landfill.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**R16-26**

**Tony Dublino:**

- Asking board to adopt new acceptance criteria and decreasing certain gate fees.
- Keep at \$74 per ton.
- Back in January everyone seemed on board with what he was proposing.
- Still contemplating agreement with mattresses.

**G. Appointment of Personnel Appeals Board Members**

Departments: Human Resources

(Dave Butters) - Appointment of 3 members to the personnel appeals board pool for the Public Safety Officers bargaining unit, all of whom shall be current County employees or officials.

**Action:** Appoint Wendy Sugimura, Kirk Hartstrom, and Barry Beck to the personnel appeals board pool for the Public Safety Officers bargaining unit. Appointments are for four years or until replaced.

**Corless moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M16-68**

**Stacey Simon:**

- Has to do with personnel rules and the requirements for creating a personnel appeals board.
- DSA – still has three person panel to hear personnel matters.
- Employee bargaining unit appoints three, board appoints three and then there's a selection process where they each pick one and then there's a coin toss for third name.
- Mentioned that elected officials aren't disqualified.

**Supervisor Johnston:**

- Is there any issue with Barry being an elected official?

**H. Proclamation to Honor Inyo County's 150th Anniversary**

Departments: CAO

(Leslie Chapman) - Proclamation to honor Inyo County's 150th anniversary.

**Action:** Approve the proclamation to honor Inyo County's 150th anniversary. Several board members voiced an interest in attending the anniversary celebration and will be on hand to present this proclamation.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M16-69**

**Leslie Chapman:**

- Read proposed proclamation; asked board for approval and to appoint someone to attend the celebration on 3/22.

**Note**

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

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

*No one spoke.*

**11. CLOSED SESSION**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. 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 – Initiation of Litigation**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

**C. Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Assessor's parcel number 24-131-29 in Benton, California. Agency negotiators: Leslie Chapman and Stacey Simon. Negotiating parties: Mono County and Utu Utu Gwaitu Paiute Tribe. Under negotiation: Price and terms of payment.

**THE REGULAR AGENDA WILL RECONVENE AFTER CLOSED SESSION IF NECESSARY**

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

*No one spoke.*

ADJOURN: 1:44 p.m.

ATTEST

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FRED STUMP  
CHAIRMAN

---

SHANNON KENDALL  
ASSISTANT CLERK OF THE BOARD

**Note**

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Emergency Medical Services**

**TIME REQUIRED**

**SUBJECT** EMS Manager Employment Extension

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

The terms & conditions of Rob DeForrest's position as EMS Manager state that his appointment expires on June 4, 2016. This item will extend his appointment through June 30, 2016 and reflect the addition of the hours to cover that.

---

### RECOMMENDED ACTION:

Authorize the Public Health Director to extend the employment of Emergency Medical Services Manager Rob DeForrest through June 30, 2016, at 24-hours per week and to update the Terms and Conditions of Mr. DeForrest's employment to reflect such changes.

---

### FISCAL IMPACT:

The cost of this extension for the remainder of the FY 15/16 is approximately \$22,569, of which \$17,595 is salary and \$4,974 is the cost of benefits. There is sufficient appropriation in the EMS budget because budget savings are realized within several line items, including Public Health/EMS Director salary.

---

**CONTACT NAME:** Lynda Salcido, Public Health/EMS Director

**PHONE/EMAIL:** 760-924-1842 / lsalcido@mono.ca.gov

---

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

**SEND COPIES TO:**

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Revised Terms and Conditions](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/30/2016 5:21 AM	County Administrative Office	Yes
3/29/2016 10:46 PM	County Counsel	Yes
3/29/2016 5:27 PM	Finance	Yes

**DATE:** April 5, 2016  
**TO:** Honorable Board of Supervisors  
**FROM:** Lynda Salcido, Public Health/EMS Director  
**SUBJECT:** Extension of Employment, EMS Manager

**DEPARTMENT:** Public Health/EMS

**Discussion:**

Emergency Medical Services Manager, Rob DeForrest, is currently employed as a part-time, unbenefited employee. The Terms and Conditions of Mr. DeForrest's employment currently limit him to providing 960 hours of work, through June 4, 2016. There are only a few hours left before the 960-hour limit is reached, due primarily to Mr. DeForrest stepping up to work extra hours during the six months that the Public Health Director was serving as Interim CAO for Mono County and unavailable to perform her usual functions in EMS. Extending Mr. DeForrest's employment through June 30, 2016, for 24 hours per week, will ensure the continuity of program oversight.

**Recommended Action:**

Authorize the Public Health Director to extend the employment of Emergency Medical Services Manager Rob DeForrest through June 30, 2016, at 24-hours per week and to update the Terms and Conditions of Mr. DeForrest's employment to reflect such changes.

**Fiscal Impact:**

The cost of this extension for the remainder of the FY 15/16 is approximately \$22,569. of which \$17,595. is salary and \$4,974. is the cost of benefits, and would not have an adverse effect on the approved budget of the department. Salary savings are realized within line items, including Public Health/EMS Director salary.

Questions: Please contact Lynda Salcido at 760-924-1842



**REVISED TERMS & CONDITIONS OF ROBERT DEFORREST'S  
TEMPORARY / PART-TIME EMPLOYMENT WITH MONO COUNTY**

**I. RECITALS**

The County wishes to continue to employ Robert Deforrest as a Temporary / Part-Time EMS MANAGER pursuant to the terms and conditions set forth below. Deforrest wishes to accept employment with the County on said terms and conditions.

**II. TERMS & CONDITIONS**

1. The term of Deforrest's employment is from June 5, 2015, until June 30, 2016, unless earlier terminated by either party in accordance with the terms below.
2. Mr. Deforrest shall continue to be employed by Mono County as a Temporary / Part-Time EMS MANAGER, serving at the will and pleasure of the Lynda Salcido, EMS Department Head. Deforrest accepts such continued employment. The EMS Department Head shall be deemed the "appointing authority" for all purposes with respect to Deforrest's employment.
3. During the term of this employment, Deforrest shall furnish to the County EMS Manager services, an "exempt" position, at the discretion of the EMS Department Head. Mr. Deforrest shall generally work 24-hours per week, however, the EMS Department Head shall be responsible for the actual days and hours of work scheduling.
4. During the course of this employment, Deforrest's compensation shall be at least \$45.00 per hour for each hour of service provided. The \$45.00 hourly compensation shall encompass the full wages and benefits paid to Deforrest under the terms and conditions of this employment. There shall be no other increases in Deforrest's compensation during the course of this employment unless authorized by the County Administrative Officer. Any such increase is at the sole discretion of the County.
5. Deforrest shall not be entitled to benefits provided by the County to other employees but, should Mr. Deforrest's total hours exceed 960 in a fiscal year, he shall be entitled to CalPERS retirement benefits. Additionally, Deforrest shall receive no days of vacation leave, merit leave, holidays, or other similar benefit during the term of this agreement except as required by law.
6. Consistent with the "at will" Temporary / Part-Time nature of Deforrest's employment, the EMS Department Head may terminate Deforrest's employment at any time during the term of his/her employment, without cause. Deforrest understands and acknowledges that as an "at will" Temporary / Part-Time employee, he/she will not have permanent status nor will his/her employment be governed by the County Personnel System (or Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will Temporary / Part-Time employees. Among other things, he/she will have no property interest in his/her employment, no right to be

terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the EMS Department Head may, in his/her sole discretion, take during Deforrest's employment.

7. Deforrest shall not be entitled to any severance pay upon separation from employment with the County, regardless of the reason for said separation. Deforrest shall also not be entitled to any severance pay in the event he/she becomes unable to perform the essential functions of his/her position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
8. Deforrest may resign his/her employment with the County at any time. The resignation shall be deemed effective when tendered, and his/her employment shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Deforrest shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
9. These Terms and Conditions shall supersede and replace in their entirety the Terms & Conditions of Employment issued to Mr. Deforrest on or about June 4, 2015.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Public Works - Engineering Division**

**TIME REQUIRED**

**SUBJECT** Employment Agreement With Peter  
Chapman

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Peter Chapman as Public Works Project Manager and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Adopt Resolution #R16-\_\_\_, approving contract with Peter Chapman as a full-time Public Works Project Manager prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

---

### FISCAL IMPACT:

The funding source for this position is full-time out of the Public Works Engineering Division. The cost of this position for the remainder of FY 15/16 (2.5 months) is approximately \$26,474, of which \$16,000.00 is salary and \$10,474 is the cost of the benefits and is included in the approved budget. Total cost for full fiscal year (16/17) is approximately \$127,076, of which \$76,800 is salary and \$50,276 is the cost of the benefits.

---

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760 932 5459 / jwalters@mono.ca.gov

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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](#)

[Resolution - P Chapman](#)

[Contract](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/27/2016 8:02 AM	County Administrative Office	Yes
3/24/2016 4:01 PM	County Counsel	Yes
3/28/2016 8:34 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** April 5, 2016  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services  
**Subject:** Employment Agreement with Peter Chapman

### **Recommended Action:**

Adopt Resolution #R16-\_\_\_, approving contract with Peter Chapman as a full-time Public Works Project Manager prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

### **Fiscal Impact:**

The funding source for this position is full-time out of the Public Works Engineering Division.

The cost of this position for the remainder of FY 15/16 (2.5 months) is approximately \$26,474, of which \$16,000.00 is salary and \$10,474 is the cost of the benefits and is included in the approved budget. Total cost for full fiscal year (16/17) is approximately \$127,076.14, of which \$76,800 is salary and \$50,276.14 is the cost of the benefits.

### **Discussion:**

In January of 2016 the Board authorized a recruitment to fill a vacant Project Manager position within the Public Works Department. The position was advertised locally and regionally for a period of approximately three weeks with nine applications received.

Following thorough review and numerous interviews, Mr. Peter Chapman was selected as the successful candidate.

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

Respectfully submitted,

Jeff Walters  
Public Works Director / Director of Road Operations and Fleet Services



**RESOLUTION NO. R16-**

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

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

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

**PASSES AND ADOPTED** this \_\_\_\_day of \_\_\_\_\_, 2016, by the following vote of the Board of Supervisors, County of Mono:

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

\_\_\_\_\_  
Fred Stump, Chairman  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Bob Musil  
Clerk of the Board

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

## **AGREEMENT RE EMPLOYMENT OF PETER CHAPMAN**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by Peter Chapman and the County of Mono.

### **I. RECITALS**

The County wishes to employ Peter Chapman as a Public Works Project Manager on a full-time basis on the terms and conditions set forth in this Agreement. Peter Chapman wishes to accept such employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be April 18, 2016 until April 18, 2019, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Chapman in writing no later than October 18, 2018 whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Chapman shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Chapman that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Chapman as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing April 18, 2016 Mr. Chapman shall be employed by Mono County as a Public Works Project Manager, serving at the will and pleasure of the Public Works Director in accordance with the terms and conditions of this Agreement. Mr. Chapman accepts such employment. The Public Works Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Chapman's employment.
3. Mr. Chapman's initial salary shall be \$6,400.00 per month, prorated for the month of April 2016 to reflect his April 18 start date. Mr. Chapman understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the "normal cost" of Mr. Chapman's retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Mr. Chapman's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Chapman in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Chapman shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Kerins understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Due to Mr. Chapman's start date of April 18, 2016 his merit leave shall be pro-rated to 57 hours for 2016).
5. To the extent deemed appropriate by the County Counsel, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Chapman's full participation in applicable professional associations, for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Chapman shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Mr. Chapman's County employment will be "2% at 62." Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R14-54 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Mr. Chapman understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular



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

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

severance pay in the event that the Public Works Director has grounds to discipline him on or about the time he or she gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Chapman shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.

11. Mr. Chapman may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Chapman shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Chapman.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Chapman's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Chapman's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Chapman acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Chapman further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

### **III. EXECUTION:**

This Agreement shall be deemed executed as of \_\_\_\_\_.

PETER CHAPMAN

THE COUNTY OF MONO

---

---

By: Fred Stump , Chair  
Board of Supervisors

APPROVED AS TO FORM:

---

COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Letter in Support of State PILT  
Advocacy Efforts

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Letter of support for State 2016-17 PILT and PILT in arrears advocacy effort

---

### RECOMMENDED ACTION:

Approve the attached letter of support for PILT advocacy efforts to support the Governor's proposed appropriation for the 2016-17 fiscal year and future years.

---

### FISCAL IMPACT:

---

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5414 / lchapman@mono.ca.gov

---

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

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[PILT Letter](#)

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### History

**Time**

3/28/2016 6:08 AM

**Who**

County Administrative Office

**Approval**

Yes

3/24/2016 4:08 PM

County Counsel

Yes

3/28/2016 9:00 AM

Finance

Yes



Larry Johnston~District One    Fred Stump~ District Two    Tim Alpers ~ District Three  
Tim Fesko ~ District Four    Stacy Corless ~ District Five

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

*Bob Musil, Clerk of the Board*

April 5, 2016

The Honorable Fran Pavley  
Chair, Senate Natural Resources and Water Committee  
State Capitol, Room 5108  
Sacramento, CA 95814

**RE:    Senate Bill 1188 (McGuire) – Wildlife Management Areas: Payment of Taxes and Assessments - SUPPORT**

Dear Senator Pavley:

On behalf of the Mono County Board of Supervisors, I am writing to express our strong support for Senate Bill 1188, authored by Senator McGuire (D-Healdsburg), relating to State Payment in Lieu of Taxes (PILT).

Many of California's counties that contain State wildlife management areas also have a significant amount of federal and other state owned land within their boundaries that do not generate property tax revenues, an important source of revenue to fund local programs and services for county residents. California PILT was established in 1949 to offset adverse impacts to county property tax revenues that result when the State acquires private property for wildlife management areas.

Last year's final State Budget Package changed Fish and Game Code Section 1504 to make future State PILT payments permissive by changing the '*shall*' pay to '*may*' pay. SB 1188 will return the '*may*' back to '*shall*'.

While Mono County appreciates that the Brown Administration included funding in the State Budget for PILT for the 2015-16 fiscal year after more than a decade of non-payment, and has proposed to fund State PILT in the 2016-2017 fiscal year, future Administration's may well choose to simply not make State PILT payments - leaving counties without recourse due to the now permissive nature of the language. SB 1188 will help ensure that State PILT payments are made to counties both today and in the future.

Mono County has over 3,000 square miles and over 96% is State and Federally owned. Stated another way, only 4% of the property in Mono County yields property tax revenue, so every PITL dollar is important to fund local programs and services for our residents.

The Mono County Board of Supervisors respectfully requests your 'Aye' vote when the bill is heard before your committee.

Sincerely,

---

Fred Stump, Chairman  
Mono County Board of Supervisors

cc: Assemblyman Frank Bigelow  
Senator Tom Berryhill  
Senator Mike McGuire  
Rural County Representatives of California



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Economic Development**

**TIME REQUIRED**

**SUBJECT** Allocation of Fish Fine Fund for  
Study

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Approve expenditure from the Fish and Game Fine Fund to support a Lahontan Cutthroat Trout spawning study in Rush Creek Headwaters.

---

### RECOMMENDED ACTION:

The Board consider and approve the recommendation by the Mono County Fisheries Commission to allocate \$5,000.00 from the Fish and Game Fine Fund to support a Lahontan Cutthroat Trout spawning study in Rush Creek Headwaters.

---

### FISCAL IMPACT:

Mono County receives roughly \$7,500.00 on an annual basis from the Department of Fish and Wildlife. Currently \$6,700.00 is available in the budget for this expenditure. If approved the \$5,000.00 expenditure would bring the available balance in this account to \$1,700.00.

---

**CONTACT NAME:** Jeff Simpson

**PHONE/EMAIL:** (760) 924-4634 / jsimpson@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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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/30/2016 4:44 AM	County Administrative Office	Yes
3/29/2016 10:27 AM	County Counsel	Yes
3/29/2016 6:13 PM	Finance	Yes



# MONO COUNTY

## ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546  
(760) 924-4634 • (760) 924-1697 (Fax)

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

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

### STAFF REPORT

SUBJECT: Fish and Game Fine Fund Expenditure.

RECOMMENDATION: The Board consider and approve the recommendation by the Mono County Fisheries Commission to allocate \$5,000.00 from the Fish and Game Fine Fund to support a Lahontan Cutthroat Trout spawning study in Rush Creek Headwaters.

BACKGROUND: On Tuesday, March 15, 2016, the Mono County Fisheries Commission approved a \$5,000.00 expenditure from the Fish and Game Fine Fund to support a Lahontan Cutthroat Trout spawning study in Rush Creek Headwaters.

Diploid Lahontan Cutthroat Trout (LCT) stocking has occurred in Rush Creek since the late 1800s, with the last planting in 2013. In the early 1900s, additional trout species were introduced to the Rush Creek watershed and shortly after their introduction, brown trout quickly became the dominant self-sustaining species. By the 1950s it was speculated LCT were completely out-competed by brown trout. However, recent anecdotal information (accounts of visibly staging pairs) suggests that a remnant population of LCT may still reside in the Rush Creek headwaters and its tributaries above Silver Lake. Spawning success is unknown and likely limited due to environmental factors.

Trout Unlimited will determine if there is a successful spawning of LCT population in the following waters: (1) Rush Creek above Silver Lake, (2) Algiers Creek, (3) Reversed Creek, (4) Fern Creek and (5) Yost Creek. It is speculated that the waters most likely to hold fish are Rush, Reversed, Fern and Yost creeks.

Scope of Work:

- 1) Conduct springtime spawning surveys for approximately six weeks (April – May) to determine relative numbers of spawning LCT, spawning calendar, and redd abundance/distribution. This task also involves species identification as rainbow trout are present and overlap in spawning season. Qualified biologists will conduct or validate all species identification.
- 2) Determine LCT spawning success by revisiting the previously identified redds and evaluating for fry and/or conducting additional surveys for juvenile fish.

- 3) Evaluate angler pressure through creel surveys. Trout Unlimited staff and trained volunteers will conduct routine “creel” surveys during the spawning season to determine if there is a potential for disruptions/reduced spawning success as a result of recreational fishing.

This research will be beneficial to Mono County and the California Department of Fish and Wildlife (DFW) for the following reasons:

- 1) DFW has stated they require data to support Mono County and the need to protect spawning streams that have a proven population of “wild” spawning trout. This study will be used to protect the streams during spawning runs to support natural reproduction and sustainable fishing methods to supplement the ever decreasing total number of stocked triploid trout.
- 2) DFW bases their decision to stock triploids in their code 1729(e). This code also provides an opening to stock diploid trout in Mono County by stating “with the exception of fish planted to supplement waters that the department has determined to be genetically isolated from native fish populations.” The Mono and Owens water sheds have no native trout and are geographically isolated from any heritage native fish populations. This study could prove viable populations of spawning wild trout and could establish a trial or experimental case study to be used to influence a DFW decision allow stocking of diploid trout not only in our fisheries, but also other state fisheries meeting the same criteria.

**DISCUSSION:** This action is a permissible use of the Fish and Game Fine Fund money per the Fish and Game Code Section 13103 article (i).

**FISCAL IMPACT:** Mono County receives roughly \$7,500.00 on an annual basis from the Department of Fish and Wildlife. Currently \$6,700.00 is available in the budget for this expenditure. If approved the \$5,000.00 expenditure would bring the available balance in this account to \$1,700.00.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Finance, Mono First 5 Commission**

**TIME REQUIRED**

**SUBJECT** Intra-Agency Agreement re Use of  
CDBG Funds for Childcare

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Proposed intra-agency MOU between the County of Mono and the Mono County Children and Families (First 5) Commission pertaining to the use of CDBG funds for childcare and preschool activities in Mono County.

---

### RECOMMENDED ACTION:

1. Approve and authorize the CAO to sign intra-agency Agreement between Mono County and First 5 Mono for use of Community Development Block Grant award (Grant #15-CDBG-10576) for childcare and preschool activities in Mono County. 2. Authorize the Auditor-Controller to set up a new CDBG Grant budget unit and increase both Grant Revenues and Contract Expenses by \$482,558 (4/5ths vote required).

---

### FISCAL IMPACT:

CDBG grant awarded to Mono County in the amount of \$500,000. Amount transferred to First 5 & ESUSD shall not exceed \$482,558.

---

**CONTACT NAME:** Molly DesBaillets

**PHONE/EMAIL:** 760-924-7626 / mdesbaillets@monocoe.org

---

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](#)

[Agreement](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/30/2016 9:36 AM	County Administrative Office	Yes
3/29/2016 5:25 PM	County Counsel	Yes
3/29/2016 6:06 PM	Finance	Yes

COUNTY OF MONO



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

Leslie L. Chapman  
County Administrative Officer

April 5, 2016

**To:** Mono County Board of Supervisors

**From:** First 5 Mono County: Molly DesBaillets  
Finance: Megan Mahaffey

**Re:** Intra-agency Agreement between Mono County and The Mono County Children and Families Commission (First 5 Mono) for use of Community Development Block Grant award for childcare and preschool activities.

**Actions Requested:**

1. Approve and authorize the CAO to sign intra-agency Agreement between Mono County and First 5 Mono for use of Community Development Block Grant award (Grant #15-CDBG-10576) for childcare and preschool activities in Mono County.
2. Authorize the Auditor-Controller to set up a new CDBG Grant budget unit and increase both Grant Revenues and Contract Expenses by \$482,558 (4/5ths vote required).

**Fiscal Impact of Requested Actions:**

This action will allow First 5 Mono to draw down CDBG funds through Mono County for childcare services in the amount of \$482,558.

**Background:**

First 5 Mono requested that the Mono County Board of Supervisors include a request for childcare funding in the Mono County Community Development Block Grant (CDBG) application submitted in the spring of 2015. On March 17, 2015 the Board authorized the submission of a Mono County CDBG application with a request for childcare funding. The application was successful and Mono County was awarded \$500,000 to provide childcare/preschool activities in Bridgeport and Benton – utilizing and upgrading existing space at Eastern Sierra Unified School District school sites. The attached Intra-agency agreement between Mono County and First 5 Mono formalizes the relationship between Mono County and First 5 Mono for the use of CDBG funds available for childcare and preschool activities. It is in the format required by CDBG.

**Discussion:**

Childcare and preschool continue to be a pressing need for families across Mono County. With the awarded CDBG funding, Mono County will be an integral part of helping meet this need in the Bridgeport and Benton communities. This is a multi-agency project between Mono County, First 5 Mono, and Eastern Sierra Unified School District (ESUSD). The extended childcare services is made possible by funding awarded by the California Department of Housing and Community Development through the CDBG program. Although the awarded funding is only for two years, First 5 Mono is committed to finding funding sources to continue to provide the childcare and preschool services in Bridgeport and Benton. The childcare service in Bridgeport and Benton is projected to start August 15<sup>th</sup> and is made possible by the funding awarded to Mono County through the CDBG program as well as the commitment of First 5 Mono and ESUSD.

**Attachment:** Mono County and First 5 Mono County Intra-agency agreement

**INTRA-AGENCY AGREEMENT BETWEEN THE COUNTY OF MONO  
AND  
THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION  
FOR  
THE USE OF CDBG FUNDS (GRANT # 15-CDBG-10576) FOR  
CHILDCARE AND PRESCHOOL ACTIVITIES IN MONO COUNTY**

THIS INTRA-AGENCY AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the County of Mono, a political subdivision of the State of California (herein called the “Grantee”) and the Mono County Children and Families Commission, an agency of the Grantee charged with planning, developing, and implementing programs on behalf of Grantee that support the early development of children up to five years of age within Mono County (see Mono County Code Chapter 7.90 and Cal. Health & Safety Code §§ 130100 et seq.) (herein after “First 5”).

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program (“the Department”) originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, a portion of such funds are allocated for the development and implementation of childcare and preschool programs for children up to five years of age in underserved areas of Mono County; and

WHEREAS, the Grantee and First 5 wish to set forth an intra-agency plan for the utilization of the CDBG funds by First 5 to provide childcare and preschool programs consistent with the Grant, the HCD Act, and other applicable laws (hereinafter the “Applicable Requirements”);

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. Activities**

First 5 will be responsible for implementing and administering CDBG Grant 15-CDBG-10576 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**Program Delivery**

Activity #1 Facility Compliance. First 5 will enter into a subrecipient agreement with the Eastern Sierra Unified School District (hereinafter ESUSD), which shall be subject to approval by



the Mono County Administrator and County Counsel (herein the "ESUSD Agreement"). The ESUSD Agreement shall provide for the acquisition and installation of playground equipment, a play yard fence, toilets and hand washing stations (herein the "Equipment") as necessary to make two classrooms on ESUSD-owned property (one at Edna Beaman Elementary School in Benton and the other at Bridgeport Elementary School) Title 22 compliant for the purpose of serving as child care/preschool facilities.

Activity #2 Child Care Delivery. Upon completion of the tasks set forth in Activity #1, First 5 shall provide or contract for the provision of for those child care and preschool activities described in detail in the Scope of Services, which follows the signature portion of this Agreement and is hereby incorporated by this reference.

### **General Administration**

. First 5 will provide all administrative support necessary throughout the duration of the Facility Compliance and Child Care Delivery phases including, but not limited to:

- A. Monitor, and apprise ESUSD and Grantee (including First 5) of deadlines and actions necessary to ensure compliance with Applicable Requirements as per Chapter 12 of the CDBG Monitoring Handbook.
- B. In consultation with the Mono County Counsel, review the procurement processes of ESUSD and all related documentation to ensure that Applicable Requirements are met.
- C. Review and monitor program activities and delivery to ensure compliance by ESUSD and Grantee (including First 5) with Applicable Requirements.
- D. Ensure Financial Management systems are kept in accordance with 24 CFR 85.20.
- E. Prepare all required administrative documents for CDBG including: Setup and Completion reports, General Conditions Clearance Checklists, Environmental Review documents, Funds Request forms, Summary Expenditure Forms, Annual and Semi Annual Report Request, Annual and Semi Annual Labor Standards Enforcement Report (HUD Form 4710), Financial Accomplishments Report (FAR), and Grantee Performance Report (GPR),

- F. Prepare all required procurement forms including Architect/Engineering Certification Form and any other applicable form in Chapter 8 of the CDBG Grant Management Manual.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

First 5 certifies that the activity(ies) carried out under this Agreement will meet two of the National Objectives: benefit low- and moderate-income persons and meet community development needs having a particular urgency. These objectives will be met as there are currently no licensed child care providers in Bridgeport or Benton, both of which include residents with low and moderate income. Construction and operation of child care facilities in both locales will meet a long-standing need in both communities and offer educational opportunities for children from families with low and moderate income while also providing the child care necessary for parents to work.

C. Levels of Accomplishment – Goals and Performance Measures

First 5 will provide, either directly or through subcontract or subrecipient agreement as appropriate, the following levels of program services. Longer periods may be allowed when necessary due to compliance issues and/or weather, as determined by the parties.

***Activity #1: Equipment procurement.*** This task shall be performed in compliance with all Applicable Requirements and shall result in the acquisition of Equipment necessary to convert two existing spaces in underserved, income eligible communities (one at Edna Beaman Elementary School in Benton and one at Bridgeport Elementary School in Bridgeport) into Title 22-compliant child care/preschool facilities. DATES: January 2016 – August 2016.

***Activity #2 Architectural planning related to equipment installation:***  
DATE February - May 2016

***Activity #3: Equipment installation.*** This task shall be performed in compliance with all Applicable Requirements and shall result in the installation of all Equipment necessary to convert two existing spaces (one at Edna Beaman Elementary School in Benton and one at Bridgeport

Elementary School) into Title 22-compliant child care/preschool facilities.  
DATES: February 2016 – August 2016.

**Activity #4: Program delivery.** This task shall be performed in compliance with all Applicable Requirements, and includes the provision of preschool and child care services to eligible children in the targeted communities as described and in compliance with the Scope of Services set forth below. DATES: September 2016 --June 2018

**Activity #5: Compliance Monitoring and Reporting.** Ensure compliance with all Applicable Requirements throughout the term of this Agreement and during any time thereafter during which First 5 remains in control of CDBG funds or other CDBG assets, including program income. Perform required monitoring, program delivery, reporting and related activities. DATES: Ongoing.

D. Staffing

First 5 Director: 10% FTE  
And additional staffing as outlined in subrecipient agreement between First 5 Mono and ESUSD.

E. Performance Monitoring

The Grantee will monitor the performance of First 5 against goals and performance standards as stated above. Substandard performance as determined by the Grantee's Board of Supervisors will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by First 5 within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated and tasks may be assigned to a different department or agency of Grantee.

II. TIME OF PERFORMANCE

Services of First 5 shall start upon approval of this Agreement and end on the 30day of June, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which First 5 remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<b>Administration Budget January 2016-June 2018</b>	
First 5 Executive Director ( up to 10% FTE, 2.5 yrs)	17,442

<b>Start up Budget</b>	
Fencing/Matting/Asphalt Labor and Materials	\$40,860
Wall Construction/Plumbing/ Painting/Flooring/Lighting/Electrical/Cabinet Labor and Materials	\$25,000
Educational Materials	\$1,256
Furniture	\$3,000
Architect/ Drafting Fees	\$20,000
<b>Total Start Up Budget</b>	<b>\$90,116</b>
<b>Operational Budget FY 2016-17</b>	
2 x Administrator (1.02% FTE)	\$4,634
2 x Secretary (4.19% FTE)	\$4,120
2 x Fiscal Coordinator (.87% FTE)	\$1,808
2 x Provider	\$58,297
2 x Paraprofessional	\$34,821
Custodian (3.46% FTE)	\$3,010
Substitutes	\$3,794
Statutory Benefits	\$24,517
Health and Welfare	\$46,484
Books/ Supplies	\$695
Nutrition	\$4,320
Facilities	\$1,000
<b>Total Operation Budget</b>	<b>\$187,500</b>

<b>Operational Budget FY 2017-18</b>	
2 x Administrator (1.02% FTE)	\$4,634
2 x Secretary (4.19% FTE)	\$4,120
2 x Fiscal Coordinator (.87% FTE)	\$1,808
2 x Teacher	\$58,297
2 x Aide	\$34,821
Custodian (3.46% FTE)	\$3,010
Substitutes	\$3,794
Statutory Benefits	\$24,517
Health and Welfare	\$46,484
Books/ Supplies	\$695
Nutrition	\$4,320
Facilities	\$1,000
<b>Total Operation Budget</b>	<b>\$187,500</b>

<b>Total Child Care Services</b>	<b>\$465,116</b>
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Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee's Finance Department may require a more detailed budget breakdown than the one contained herein, and First 5 shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Finance Department. Any amendments to the budget must be approved in writing by both the Grantee's Finance Department and First 5. A 10% change between line items will be allowed with approval of HCD.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount transferred to the First 5 and ESUSD fund by the Grantee under this Agreement shall not exceed \$485,116. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of First 5's financial management system in accordance with the standards specified in 24 CFR 84.21.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Leslie Chapman, CAO  
Mono County  
PO Box 686  
Bridgeport, CA 93517  
760-932-5410  
760-932-5411

First 5

Molly DesBaillets, Exec. Director  
First 5 Mono  
365 Sierra Park Road  
Mammoth Lakes, CA 93546  
760-924-7626  
760-934-8443

## **VI. SPECIAL CONDITIONS**

See Scope of Services attached hereto and incorporated by this reference. First 5 shall comply with all terms and conditions set forth in the ESUSD Agreement entered into by and between First 5 and the Eastern Sierra Unified School District for implementation of the services set forth herein.

## **VII. GENERAL CONDITIONS**

### **A. General Compliance**

First 5 agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations First 5 further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. Hold Harmless**

First 5 shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of First 5's performance or nonperformance of the services or subject matter called for in this Agreement.

### **C. Workers' Compensation**

First 5 shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

### **D. Insurance & Bonding**

As an agency of Grantee, First 5 is insured through Grantee. At all times, Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

As applicable, First 5 shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

First 5 shall require appropriate levels of insurance and bonding as a part of any subcontract or subrecipient agreement entered into under this Agreement, consistent with 24 CFR 84.31 and 84.48.

### **E. Grantee Recognition**

First 5 shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, First 5 will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or First 5 may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or First 5 from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and First 5.

G. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if First 5 materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time (i.e., Applicable Requirements);
2. Failure, for any reason, of First 5 to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by First 5 to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or First 5, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in

the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

First 5 agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

First 5 shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

First 5 shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. If such records are in the possession of a contractor or subrecipient, then First 5 shall obtain copies of such records for purposes of this requirement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.



2. Retention

First 5 shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

First 5 shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

First 5 understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or First 5's responsibilities with respect to services provided under this contract, is prohibited by FERPA and other applicable state and federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

First 5's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that First 5 has control over CDBG funds, including program income.

6. Audits & Inspections

First 5's records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by First 5 within 30 days after receipt by First 5. Failure of First 5 to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. First 5 hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning First 5 audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

First 5 shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by First 5 shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, First 5 may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, First 5 will develop an indirect cost allocation plan for determining First 5's appropriate share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will transfer to First 5 funds available under this Agreement based upon information submitted by First 5 and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by,

and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in First 5 accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of First 5.

4. Progress Reports

First 5 shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

First 5 shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, First 5 shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

First 5 shall obtain written approval from the Grantee for any travel outside the County of Mono with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. First 5 shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under First 5's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National

Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If First 5 fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, First 5 shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. First 5 may retain real property acquired or improved under this Agreement after the expiration of the five-year period. The County agrees to pursue future CDBG applications for the continued provision of preschool/child care services as described herein, provided that such activities are eligible for funding and the legally-mandated public process yields support for such applications.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by First 5 for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

**IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

First 5 agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] First 5 shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. First 5 also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

**X. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

First 5 agrees to comply with all state and local regulations and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

First 5 agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, First 5 shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. First 5, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

First 5 agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide First 5 with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

First agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to First 5 to assist in the formulation of such program. First 5 shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

First 5 will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. First 5 may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

First 5 shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

First 5 will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the agency's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

First 5 will, in all solicitations or advertisements for employees placed by or on behalf of the agency, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

First 5 will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

First 5 is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

First 5 agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. First 5 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. First 5 shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

First 5 agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts

1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve First 5 of its obligation, if any, to require payment of the higher wage. First 5 shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

“Section 3” Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, First 5 and any of the First 5’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, First 5 and any of First 5’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. First 5 certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

First 5 further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”



First 5 further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

First 5 certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: First 5 agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: First 5 will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. First 5 will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

First 5 shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to First 5 from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a) Approvals: First 5 shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b) Monitoring: First 5 will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content: First 5 shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process: First 5 shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

First 5 agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

First 5 agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) First 5 shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of First 5's shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, First 5, or any designated public agency.

5. Lobbying

First 5 hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

First 5 agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## **XI. ENVIRONMENTAL CONDITIONS**

A. Air and Water

First 5 agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry,

reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), First 5 shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

First 5 agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

First 5 agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee’s failure to act with respect to a breach by First 5 does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and First 5 for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and First 5 with respect to this Agreement.

*Because First 5 is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” and OMB Circular A-87 apply.*

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Mono County

First 5

By \_\_\_\_\_  
Chief Administrative Officer

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_  
COUNTY CLERK

Countersigned: \_\_\_\_\_  
FINANCE OFFICER

By \_\_\_\_\_

Title \_\_\_\_\_

Fed. I. D. \_\_\_\_\_

—

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

AFFIRMATIVE ACTION APPROVAL

\_\_\_\_\_  
CONTRACT COMPLIANCE SUPERVISOR

## **SCOPE OF SERVICES**

### **SCOPE OF SERVICES**

#### A. Principal Tasks

First 5, through subrecipient agreement with ESUSD will acquire and install, directly or through a subcontract agreement, such Equipment as is necessary to establish two Title 22-compliant preschool facilities at ESUSD-owned facilities at Edna Beaman Elementary School in Benton and at Bridgeport Elementary School in Bridgeport. ESUSD will perform all related administrative duties for this process and ensure that all contractors conduct themselves and provide services in full compliance with all Applicable Requirements.

First 5 will provide, directly or through subcontract or subrecipient agreement ESUSD will provide day care/preschool and related services to eligible children at Edna Beaman Elementary School and Bridgeport Elementary School over the period of August 2016 to June 2018. With funding from the Year 2015 CDBG program of Mono County, ESUSD will make available the equivalent of approximately 20 7-hour day care slots for 180 days per year during this period (10 at each site, or as many as allowable by licensing). ESUSD will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds (i.e., the Applicable Requirements), and in a manner satisfactory to the Grantee.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by ESUSD and First 5 on behalf of the Grantee.

The major tasks that ESUSD will perform in connection with the provision of the eligible day care/preschool services include, but are not limited to, the following:

- 1) Equipment Acquisition and Installation. Procure and install the Equipment described in this Agreement necessary to establish two Title-22 compliant day care/preschool facilities in underserved communities in Mono County. The facilities shall be located on ESUSD elementary school campuses in Bridgeport (Bridgeport Elementary School) and Benton (Edna Beaman Elementary School), California.
- 2) Architectural Planning and Design. Perform directly, or through subcontract agreement, such architectural, planning, design, permitting, or related services as are necessary to establish the facilities.



- 3) Facility Maintenance. Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of a day care center. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped accessible, and organized into separate areas appropriate for each of the age groupings being served (toddler, 14 months to 2.5 years; pre-school, 2.5 to 4 years; and pre-kindergarten, 4 to 5 years).

- 4) Service Providers. Recruit and hire qualified Providers to provide the day care/preschool programs. Ensure that the numbers, background and qualifications of the Providers of the on-site day care and any related services at all times are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 5) Services. Offer day care/preschool services from 8:15-3:15 Monday through Friday to approved eligible families. Families should be provided the option of enrolling their children in either part-time (4 hours) or full-time (7 hours) day care slots, provided that children from eligible low- to moderate-income families occupy 11 of the 20 projected “full-time equivalent” slots available at the day care center Days of operation will follow the ESUSD school-day schedule
- 6) Meals. Provide two nutritionally balanced snacks and a lunch every day for children participating full time.
- 7) Curriculum. Provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 8) Records. Maintain program and financial records documenting the attendance, provision of services, and Subrecipient expenses relative to the children receiving day care services as a result of assistance provided through the CDBG program.

The major tasks that First 5 will perform in connection with the provision of eligible day care/preschool services include:

- 1) Facility Licensing. Secure all necessary licenses to enable the facilities to operate as preschools under Title 22 of the California Code of Regulations.
- 2) Outreach. Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible and will be available in English and Spanish. Upon request and by mutual agreement, Subrecipient may assist in these activities.
- 3) Enrollment. Accept applications and perform eligibility determinations. Fifty-one percent of the children served will be aged 14 months to 5 years (age limitations may vary depending upon licensing requirements) from families in Mono County with incomes that do not exceed the low- and moderate-income limits of the CDBG program, by family size, will be

eligible for enrollment in the subsidized day care slots. The remainder of the slots, if any, will be offered to other children from the location of the child care based on the age of the child. Older children will be given priority.

B. Budget and Method of Compensation

With the submission of original monthly bills together with proper support documentation, for the services described in Section A. of this Scope of Services, reimbursement for expenditures will be transferred into the First 5 Fund on a monthly basis according to the following schedule:

For day care services: A *pro rata* share of First 5's allowable monthly expenses for the provision of day care services as supported by a cost allocation plan prepared in accordance with OMB Circular A-122 and the Department of Health and Human Services Publication OASMB-5. FTE day-care slots may be used as the allocation basis for the plan if it can be shown that this basis provides for an equitable distribution of the indirect costs.

For facility compliance activities: All costs associated with Equipment acquisition and installation will be documented and included for reimbursement with draw down requests. Activities will occur from the time this document is signed until the installation is complete, anticipated schedule: March-August 2016 Draw down requests will be processed within 25 days of receipt.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Finance, Human Resources**

**TIME REQUIRED**

**SUBJECT** Request for Employee Transfer  
Above Step A

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Approval of E Step salary for employee from Assessor's Office hired to fill Accountant I vacancy in the Auditor-Controller's Office to avoid a decrease in pay from employee's current salary.

---

### RECOMMENDED ACTION:

Approve salary range and step of 73E for employee from the Assessor's Office hired to fill Accountant I vacancy in the Auditor-Controller's Office.

---

### FISCAL IMPACT:

None. The position is currently budgeted at an Accountant II range. Hiring at an Accountant I range results in savings to the Finance budget.

---

**CONTACT NAME:** Stephanie Butters

**PHONE/EMAIL:** 760-932-5496 / sbutters@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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[Staff Report](#)

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/29/2016 1:25 PM	County Administrative Office	Yes
3/30/2016 1:45 PM	County Counsel	Yes
3/29/2016 5:47 PM	Finance	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

Gerald Frank  
Assistant Finance Director  
Treasurer-Tax Collector

Leslie L. Chapman, CPA  
Finance Director

Stephanie Butters  
Assistant Finance Director  
Auditor-Controller

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

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

Date: April 5, 2016

To: Honorable Board of Supervisors

From: Stephanie Butters, Assistant Finance Director/Auditor-Controller

Subject: Employee Departmental Transfer

### **Recommended Action:**

Approve salary range and step of 73E for employee from the Assessor's Office hired to fill Accountant I vacancy in the Auditor-Controller's Office.

### **Discussion:**

Board approval is required when an employee is hired above an 'A' step.

Interviews for the vacant position in the Auditor-Controller's office were held on March 10, 2016. A candidate was selected for employment in the Accountant I position, Stephanie Padilla. Stephanie currently works in the Assessor's Office as an Auditor-Appraiser II at a salary grade/step of 74C. The Accountant I position is a salary grade 73. Normally, a new employee will be placed on step A. In order to maintain her current salary, however, an offering of 73E is being requested. Due to the difference in grades (74 to a 73), this would increase her current salary by \$145 per month. Stephanie has been with the County for over 9 years and has been dedicated and knowledgeable in her duties as an Auditor-Appraiser II. She meets the qualifications for the Accountant I position and will be an asset to the office.

### **Fiscal Impact:**

The remaining fiscal year 2015/16 impact is approximately \$31,515 consisting of \$18,252 in salary and \$13,263 in benefits. The 2016/17 fiscal impact would be approximately \$126,061 consisting of \$73,008 in salary and \$53,053 in benefits. There is sufficient budget to cover this request. The position is currently budgeted at an Accountant II. Hiring at an Accountant I results in salary savings to the Finance budget.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: CAO, CSA #5**

**TIME REQUIRED**

**SUBJECT** CSA #5, Purchase of Courthouse  
Stage, Seating and Awning

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Purchase of stage, seating and awning for Bridgeport community events utilizing CSA #5 funds.

### RECOMMENDED ACTION:

Approve purchase of a new stage along with seating and an awning for the Courthouse and other community events for approximately \$12,000.

### FISCAL IMPACT:

There is sufficient appropriation in the CSA #5 capital equipment account for this purchase.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5414 / lchapman@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[CSA #5 Request to Purchase Stage, Seating & Awning](#)

### History

**Time**

3/26/2016 5:42 AM

**Who**

County Administrative Office

**Approval**

Yes



3/29/2016 10:41 AM

County Counsel

Yes

3/28/2016 9:23 AM

Finance

Yes

CSA #5  
P.O. Box 74  
Bridgeport, CA 93517

Leslie Chapman, CEO  
Department of Finance, County of Mono  
P.O. Box 556  
Bridgeport, CA 93517

March 10, 2016

RE: Courthouse stages, seating and awning


Hello Leslie,

During our March 08, 2016, meeting of the CSA, we discussed and approved the purchase of staging, seating and an awning for special events. A motion was presented to the CSA board by Helen Nunn that we allocate up to \$12,000.00 for this project. The motion was seconded by Joanne Werthwein and was unanimously approved by the CSA board present, 4 to 0.

There are sufficient funds in our Capital Equipment account in our CSA #5 FY 2015-2016 budget to cover this added expense. Please have this placed on a Board of Supervisors agenda for their approval. Thank you!

Attached is a copy of our board minutes.

Thank You for your assistance!



Steve R. Noble

CSA #5, Chairman

# Minutes

## CSA #5 Administrative Board

Tuesday, March 08, 2016

Mono County Clinic Conference Room

199 Twin Lakes Rd., Bridgeport, CA

Members present – Steve Noble, Helen Nunn, Lynda Pemberton, and Joanne Werthwein

Presenters/County staff present - Tim Fesko, Leslie Chapman and Joe Blanchard

Public present – Angelle Nolan

**1. Meeting was called to order at 5:15pm**

**2. Public Comment -**

- a. Helen discussed Form 700 and offered assistance to members in filling it out.

**3. Approval of Minutes – via e-mail**

**4. Welcome of New Members-**

- a. We welcomed new members Lynda Pemberton and Joanne Werthwein.
- b. We accepted Maryls Harper's resignation and thanked her for her 8 years of service to the CSA.

**5. Project Updates -**

**a. Memorial Hall –**

1. Joe Blanchard stated that the project is moving along well and that he was anxious to receive answers from tonight's meeting.
2. We reviewed the project's financials and Joe commented that he is keeping a close eye on labor costs. Helen questioned if the lift was fully paid for and Joe stated that they are making payments. Steve will discuss the financial report with Mary Clark in Public Works and ask her to modify the report to reflect payments and pending bills. The CSA #5 Board voted 4 to 0 to move an additional \$50,000.00

from the CSA budgeted Memorial Hall project fund to the Public Works Memorial Hall Project fund.

3. The stage flooring options (lamine vs. wood) were reviewed. After considerable discussion, the members voted 4 to 0 to choose the **VGDF wood flooring** for the stage surface. Any additional costs generated by this change in scope will be added back into the original bid figure (\$324,688.00) and deducted from the CSA budgeted Memorial Hall project fund (\$435,000.00).

4. The foyer/ stairway options (carpet vs. repairing tiling) were reviewed. After a discussion, the members voted 4 to 0 to choose the carpeting option.

a. Carpet samples were reviewed. After considerable discussion, the members voted 4 to 0 to select the carpet “**Fast Track**” for the main room, foyer and stairway. Color and style will be determined at a future meeting of the CSA. Any additional costs generated by these changes in scope will be added back into the original bid figure (\$324,688.00) and deducted from the CSA budgeted Memorial Hall project fund (\$435,000.00).

**b. Cemetery -**

We reviewed the final drawings and all members present were pleased with the results. Steve submitted the drawings to Public Works and Planning for County input. This item will be added to the April 5<sup>th</sup> CSA meeting.

**c. Stage, seating and awning –**

A request was brought to the board by Lynda Pemberton regarding the purchase of new stages, seating and an awning for special events. We discussed the request and reviewed the quotes. After a lengthy discussion by board members, a motion was made by Helen Nunn to

approve up to \$12,000.00 for this project. The motion was seconded by Joanne Werthwein and passed with a vote of 4 to 0. Steve will send a letter to Leslie Chapman to ask for this to be placed on the BOS agenda for approval.

**d. CSA Documentation Retention –**

Steve will be transferring all CSA #5 documents (current and historical) over to two external hard drives, one host and one backup. A file cabinet has been attained to secure all hard copy files.

**6. Future Agenda Items-**

- a. Cemetery
- b. Memorial Hall

**7. Meeting Adjourned at 7:15 pm**

**8. Next meeting Tuesday, April 5, 2016**

# Minutes

## CSA #5 Administrative Board

Tuesday, March 08, 2016

Mono County Clinic Conference Room

199 Twin Lakes Rd., Bridgeport, CA

Members present – Steve Noble, Helen Nunn, Lynda Pemberton, and Joanne Werthwein

Presenters/County staff present - Tim Fesko, Leslie Chapman and Joe Blanchard

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**d. CSA Documentation Retention –**

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**6. Future Agenda Items-**

- a. Cemetery
- b. Memorial Hall

**7. Meeting Adjourned at 7:15 pm**

**8. Next meeting Tuesday, April 5, 2016**





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Reappointment of Dr. Rick Johnson  
to Mono County Children and  
Families Commission

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Re-appoint Commissioner Rick Johnson to the Mono County Children and Families Commission to serve a subsequent three-year term, commencing March 17, 2015 and expiring on March 16, 2018. This item is being sponsored by Supervisor Alpers.

---

### RECOMMENDED ACTION:

Re-appoint Commissioner Rick Johnson to the Mono County Children and Families Commission to serve a subsequent three-year term, commencing March 17, 2015 and expiring on March 16, 2018.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/30/2016 4:46 AM	County Administrative Office	Yes
3/29/2016 3:56 PM	County Counsel	Yes
3/29/2016 5:28 PM	Finance	Yes



**Kim Escudero, MD**  
Commission Chair  
Pediatrician  
Mammoth Lakes Hospital

**Jeanne Sassin**  
Commission Vice-Chair  
Teacher  
Lee Vining Elementary School

**Barbara Miller**  
Commission Secretary  
Program Director  
Mammoth Unified School  
District

**Stacey Adler, PhD**  
Mono County Superintendent of  
Schools

**Karin Humiston**  
Chief Probation Officer

**Tim Alpers**  
Mono County Board of  
Supervisors

**Rick Johnson, MD**  
Mono County Health Officer

**Date:** March 22, 2016

**To:** Honorable Board of Supervisors

**From:** Molly DesBaillets, Executive Director First 5 Mono County

**Subject:** Re-Appointment of Dr. Rick Johnson to the First 5 Mono County  
Children and Families Commission

**Recommended Action:**

Re-Appoint Commissioner Rick Johnson to the Mono County Children and Families Commission to serve a subsequent three-year term, commencing March 17, 2015 and expiring on March 16, 2018.

**Discussion:**

On behalf of the Mono County Children and Families Commission, I respectfully request the Board of Supervisors to reappoint Dr. Rick Johnson to the First 5 Mono County Children and Families Commission.

In accordance with Mono County Code, Dr. Johnson wishes to serve under the membership category: *County Health Officer*.

**Fiscal Impact:**

None

**Molly DesBaillets, MA**  
Executive Director

*Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the community to improve outcomes in children's health, safety and learning.*

P.O. Box 130 ♦ Mammoth Lakes, CA 93546  
760-924-7626 ♦ 760-934-8443 (fax) ♦ [mdesbaillets@monocoe.org](mailto:mdesbaillets@monocoe.org) [monokids.org](http://monokids.org)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Human Resources**

**TIME REQUIRED**

**SUBJECT** Approval of Employment Agreement

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Margaret Sackrider as temporary Risk Manager, and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Approve Resolution #R\_\_\_\_\_, approving a contract with Margaret Sackrider as temporary Risk Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### FISCAL IMPACT:

The remaining fiscal year 2015/16 impact for 3 months is approximately \$17,348 consisting of \$15,300 in salary and \$2,048 in benefits. There is sufficient budget to cover this request. The 2016/17 fiscal impact for 6 months would be approximately \$34,696, consisting of \$30,600 in salary and \$4,096 in benefits.

---

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** 706 932-5413 / dbutters@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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[Staff Report](#)

[Sackrider-White Resolution](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/30/2016 10:48 AM	County Administrative Office	Yes
3/30/2016 3:44 PM	County Counsel	Yes
3/30/2016 11:39 AM	Finance	Yes



# COUNTY OF MONO

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

Dave Butters  
Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters

Date: March 29, 2016

Re: Approval of Risk Manager Employment Agreement

**Recommended Action:** Approve the employment agreement for Margaret Sackrider-White as Risk Manager.

**Fiscal Impact:**

**3 Months remaining in FY 2015/2016 - Included in the 2015-16 budget**  
Salary \$15,300 + Benefits \$2,048.10 = **\$17,348.10**

**6 Months in FY 2016/2017**  
Salary \$30,600 + Benefits \$4096.20 = **\$34,696.20**

**Discussion:** The County has been without a Risk Manager for approximately 6 months. Margaret Sackrider-White has experience in the risk management field and will be able to make an immediate impact. As a retired annuitant she is limited to 960 hours per fiscal year. There is money in the current budget to cover these salary costs.

If you have any questions on this matter prior to your meeting, please call me at 760 932-5413.



RESOLUTION NO. R16-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT FOR THE TEMPORARY EMPLOYMENT OF MARGARET SACKRIDER-WHITE AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

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

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: Clerk of the Board

Fred Stump, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TEMPORARY  
EMPLOYMENT OF MARGARET SACKRIDER-WHITE**

This Agreement is entered into this 5th day of April, 2016, by Margaret Sackrider-White and the County of Mono.

**I. RECITALS**

The County wishes to employ Margaret Sackrider-White, as a temporary Risk Manager, serving no more than 960-hours in any fiscal year, on the terms and conditions set forth in this Agreement. Ms. Sackrider-White wishes to accept such employment with the County on said terms and conditions.

**II. AGREEMENT**

1. The term of this Agreement shall be April 1, 2016 until October 30, 2017, unless earlier terminated by either party in accordance with this Agreement. As a retired annuitant with the California Public Employees Retirement System (PERS) Ms. Sackrider-White shall serve no more than 960 hours per fiscal year that this Agreement is in effect.
2. Commencing April 1, 2016 Ms. Sackrider-White shall be employed by Mono County as temporary Risk Manager, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Sackrider-White shall work a full-time schedule until June 30, 2016 and, for the remaining term of this agreement shall work either a full-time or a part-time (approximately 50% of full-time) schedule coordinated with the County Administrative Officer, not to exceed 960 hours in any fiscal year. Ms. Sackrider-White accepts such employment. The County Administration Office shall be deemed the "appointing authority" for all purposes with respect to Ms. Sackrider-White's employment.
3. Ms. Sackrider-White's salary shall be \$5,100.00 per month for each month in which she works a full-time (i.e., at least 40 hours per week or 80 hours over two weeks, including credit for any paid time off) schedule. For any month in which Ms. Sackrider-White works less than full time, she shall be paid \$29.42 per hour worked. This rate shall be paid when the hours worked in a week are less than 40 after including credit for any paid time off used during that week. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Ms. Sackrider-White's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Ms. Sackrider-White in good faith, but the



County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Sackrider-White shall earn and accrue vacation and sick leave pursuant to the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Accruals shall be prorated as follows: through June 30, 2016, 100% of the rate set forth in the Policy, and thereafter at 50% of that rate.
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Sackrider-White's full participation in applicable professional associations, for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with any other provision of this Agreement, and with the exception of CalPERS retirement, and CalPERS medical insurance, Ms. Sackrider-White shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. The benefits provided include County dental and vision coverage and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R14-54 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Ms. Sackrider-White understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Sackrider-White cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law.
8. Consistent with the "at will" nature of Ms. Sackrider-White's employment, the County Administrative Officer may terminate Ms. Sackrider-White's employment at any time during this Agreement, without cause. In that event, this Agreement

shall automatically terminate concurrently with the effective date of the termination. Ms. Sackrider-White understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Sackrider-White's employment.

9. In the event that such a termination without cause occurs after the first twelve months of employment, Ms. Sackrider-White shall receive as severance pay a lump sum equal to six months' pay for the months she would have worked, but for the termination (i.e., if prior to July 1, 2016, 100% of her total monthly pay, thereafter 50%). To the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Sackrider-White shall instead receive a lesser amount equal to any remaining payments she would have received before expiration of the Agreement had she not been terminated. Note: for purposes of severance pay, "pay" refers only to base compensation.
10. Notwithstanding the foregoing, Ms. Sackrider-White shall not be entitled to any severance pay in the event that the County Administrator has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Sackrider-White shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Sackrider-White may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Sackrider-White shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the part-time employment of Ms. Sackrider-White.

13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Sackrider-White's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Sackrider-White's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

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

**III. EXECUTION:**

This Agreement shall be deemed executed as of \_\_\_\_\_.

MARGARET SACKRIDER-WHITE

THE COUNTY OF MONO

\_\_\_\_\_

By: Fred Stump, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**TIME REQUIRED**

**SUBJECT** Letter from Mammoth Lakes Housing  
Regarding Sierra Valley Sites

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Correspondence dated March 10, 2016 from Mammoth Lakes Housing, Inc. to the Mono County Board of Supervisors in response to Board letter of January 5th regarding the Sierra Valley Sites in Mammoth Lakes.

---

### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Correspondence.MLH](#)

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### History

Time	Who	Approval
3/25/2016 4:06 PM	County Administrative Office	Yes
3/24/2016 4:07 PM	County Counsel	Yes
3/28/2016 9:25 AM	Finance	Yes



March 10, 2016

To: Honorable Board of Supervisors, Mono County

Sent via email to:

Shannon D. Kendall, Assistant Mono County Clerk-Recorder-Registrar, [skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)

Dear Supervisors,

Mammoth Lakes Housing, Inc. (MLH) wishes to thank you for sharing **your** concerns and those of the 11 Sierra Valley Sites residents in your letter dated January 5, 2016. Through **our** close work with our development partners, property management company, residents and **neighbors**, we plan to maintain and oversee our units to achieve a safe and healthy living environment.

As a frame of reference, please see the attached map of the four workforce housing developments that MLH played a role in creating within the greater Sierra Valley Sites. These include both rental and ownership homes. Any concerns regarding these properties should be brought to our attention. We will see that they are addressed.

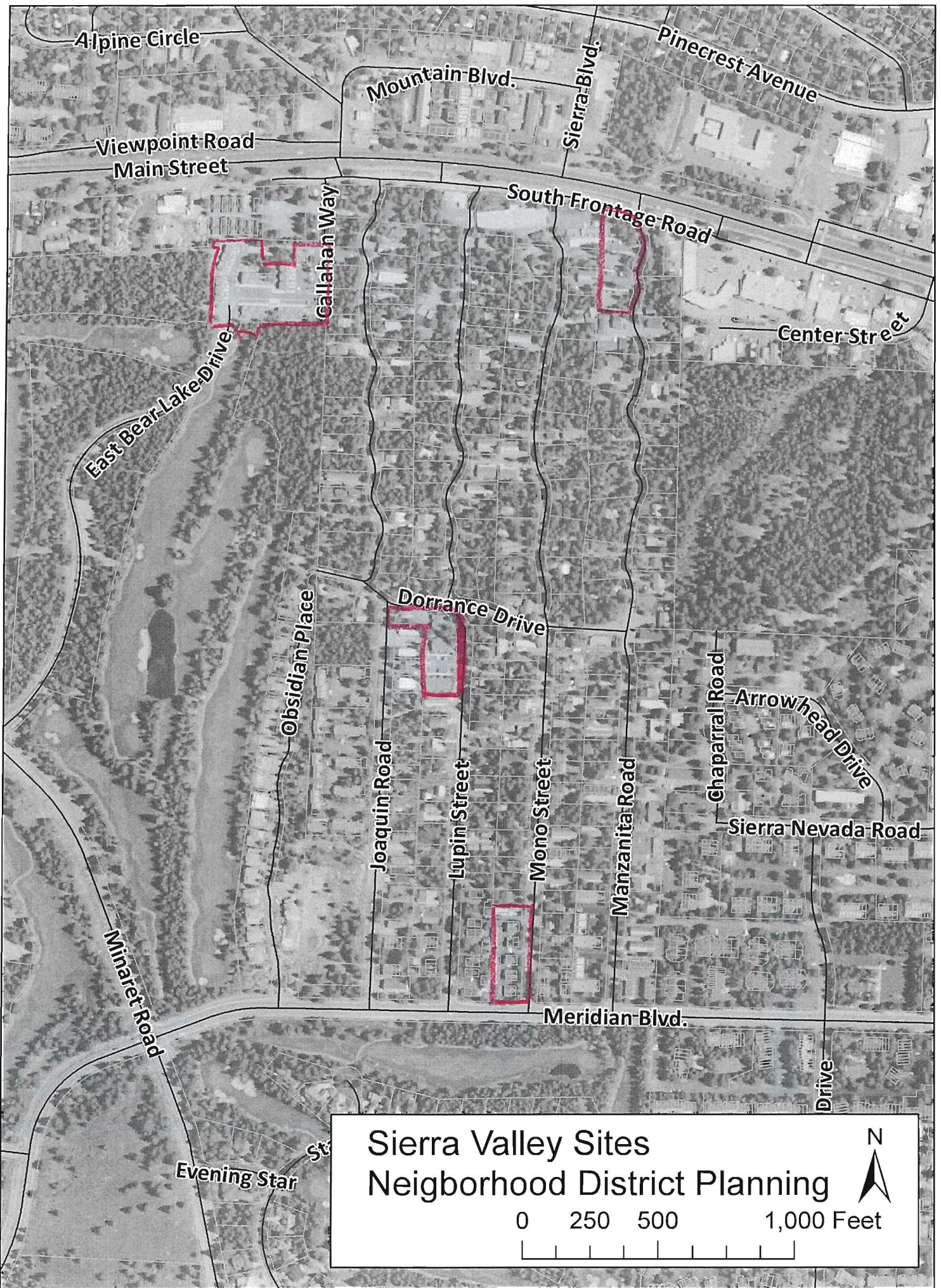
Code violations such as noise, trash, etc. should also be brought to the attention of the Town of Mammoth Lakes' Code Compliance Officer at (760) 934-8989 extension 224.

As a fellow Sierra Valley Sites homeowner, I know the challenges of living **in** a densely populated neighborhood and also the reward of having neighbors that are working and raising families Mammoth Lakes. We look forward to continuing our partnership to improve our **communities** through safe and affordable homes for those working in support of our growing regional **economies**.

Best regards,



Jennifer Halferty  
Executive Director



Alpine Circle

Mountain Blvd.

Sierra Blvd.

Pinecrest Avenue

Viewpoint Road  
Main Street

Callahan Way

South Frontage Road

Center Street

East Bear Lake Drive

Obsidian Place

Dorrance Drive

Joaquin Road

Lupin Street

Mono Street

Manzanita Road

Chaparral Road

Arrowhead Drive

Sierra Nevada Road

Minaret Road

Meridian Blvd.

Drive

Evening Star

Sierra Valley Sites

Neighborhood District Planning



0 250 500 1,000 Feet





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**TIME REQUIRED**

**SUBJECT** Letter from Fish and Game  
Commission

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Correspondence dated March 11, 2016 from the California Fish and Game Commission regarding a Notice of Proposal for a 90 Day Extension of Emergency Action (Measures for Fisheries at Risk Due to Drought Conditions).

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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

[Correspondence\\_CFG](#)

### History

Time	Who	Approval
3/28/2016 6:14 PM	County Administrative Office	Yes
3/24/2016 4:06 PM	County Counsel	Yes
3/28/2016 9:02 AM	Finance	Yes

**Commissioners**  
**Eric Sklar**, President  
Saint Helena  
**Jacque Hostler-Carmesin**, Vice President  
McKinleyville  
**Anthony C. Williams**, Member  
Huntington Beach  
**Vacant**, Member  
**Vacant**, Member

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

**Mike Yaun**, Acting Executive Director  
1416 Ninth Street, Room 1320  
Sacramento, CA 95814  
(916) 653-4899  
www.fgc.ca.gov

## Fish and Game Commission



*Wildlife Heritage and Conservation*  
*Since 1870*

March 11, 2016

### **NOTICE OF PROPOSAL FOR A 90 DAY EXTENSION OF EMERGENCY ACTION** Measures for Fisheries at Risk Due to Drought Conditions

Reference OAL File #2015-0626-01E, and  
OAL File #2015-0626-01EE

Pursuant to the requirements of Government Code subsections 11346.1(a)(2) and 11346.1(h), the Fish and Game Commission (Commission) is providing notice of proposed extension of existing emergency regulations, establishing measures for fisheries at risk due to drought conditions.

The objective of this re-adoption is to protect fisheries under critical conditions stemming from various conditions by establishing a set of triggers to guide fishing closures and reopening actions. Closures occur when specific triggering events occur, including water temperatures exceeding 70°F for over eight hours a day for three consecutive days. Other triggers include oxygen levels, water level, and breeding population. The Commission authorized staff to publish notice of intent to permanently implement Section 8.01, Title 14, CCR, at its December 10, 2015, meeting in San Diego, CA. Consideration for adoption of the regular rulemaking is scheduled for the April 14, 2016, Commission meeting in Santa Rosa.

**There were no changes made to the previously noticed 90 day extension of emergency action.**

#### **SUBMISSION OF COMMENTS**

Government Code Section 11346.1(a)(2) requires that, at least five working days prior to submission of the proposed emergency action to the Office of Administrative Law (OAL), the adopting agency provide a Notice of the Proposed Emergency Action to every person who has filed a request for notice of regulatory action with the agency. After submission of the proposed emergency to OAL, OAL shall allow interested persons five calendar days to submit comments on the proposed emergency regulations as set forth in Government Code Section 11349.6.

Any interested person may present statements, arguments or contentions, in writing, submitted via U.S. mail, e-mail or fax, relevant to the proposed emergency regulatory action. Written



comments submitted via U.S. mail, e-mail or fax must be received at OAL within five days after the Commission submits the emergency regulations to OAL for review.

Please reference submitted comments as regarding "Fisheries at Risk" addressed to:

Mailing Address: Reference Attorney  
Office of Administrative Law  
300 Capitol Mall, Suite 1250  
Sacramento, CA 95814

California State  
Fish and Game Commission  
Attn: Jon Snellstrom  
1416 Ninth Street, Rm. 1320  
Sacramento, CA 95814

E-mail Address: [staff@oal.ca.gov](mailto:staff@oal.ca.gov)  
Fax No.: 916-323-6826

[fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov)

For the status of the Commission's submittal to OAL for review, and the end of the five-day written submittal period, please consult OAL's website at <http://www.oal.ca.gov> under the heading "Emergency Regulations."



Jon D. Snellstrom  
Associate Governmental Program Analyst

**CALIFORNIA FISH AND GAME COMMISSION  
STATEMENT OF PROPOSED EMERGENCY REGULATORY ACTION**

**Emergency Action to  
Add Section 8.01,  
Title 14, California Code of Regulations  
Re: Special Measures for Fisheries at Risk due to Drought Conditions**

**I. Statement of Facts Constituting the Need for Emergency Regulatory Action**

California continues to suffer under severe drought conditions with record low snow packs in 2014 and 2015. In early 2014, Governor Edmund G. Brown Jr. proclaimed a State of Emergency for California directing state officials to take all necessary actions to prepare for the record level of drought conditions and also signed an Executive Order redoubling state drought actions with additional measures to strengthen the state's response to drought. On April 1, 2015, the Governor ordered state agencies to impose statewide mandatory water restrictions that will save water, increase enforcement against water waste, streamline the state's drought response, and invest in new drought resilient technologies for California.

The hydrological conditions in 2015 are expected to deteriorate from the record low 2014 conditions. The Department of Fish and Wildlife (Department) continues to evaluate and manage the changing impacts of drought on threatened and endangered species and species of special concern, and develop contingency plans for state Wildlife Areas and Ecological Reserves to manage reduced water resources in the public interest.

Statewide water quality and quantity in many systems is likely to be inadequate to support fisheries as the summer progresses, resulting in impeded passage of spawning fish, increased vulnerability to mortality from predation and physiological stress, and increased angling harvest and/or hooking mortality. Furthermore, survival of eggs and juvenile fish in these systems over the coming months will be extremely low. The historically low water conditions will concentrate coldwater fish populations into shrinking pools of cold water habitat making them easy prey for illegal angling methods such as snagging, increased hooking mortality due to legal catch and release, over-harvest, as well as other human-related disturbances within their freshwater habitat. When coupled with drought-related environmental stressors, such as high water temperature, low dissolved oxygen, and severely reduced suitable habitat, these stressors can seriously affect reproductive success and survival rates.

Since 2014, the Department has worked with the Fish and Game Commission (Commission), using the best available science, to determine whether restricting fishing in certain areas will become necessary and prudent as drought conditions persist. The Department and the Commission have determined that a temporary approach is needed to give the Department effective tools to respond more rapidly to the deteriorating water quality and quantity conditions in California's waters for 2015.

**Regulatory Proposal**

Environmental conditions resulting from the drought may require temporary restrictions on fishing to protect fish populations and sustain future opportunity. These conditional changes may affect each waterbody and fish population differently based on hydrological responses to the drought. Increased angling mortality, harvest, and angling pressure are the key components used to evaluate potential effects associated with degraded environmental

conditions and will need to be evaluated on a water by water basis and over time as conditions change.

To ensure that fisheries are protected under critical conditions stemming from the drought, the Department is proposing a set of triggers to guide fishing closure and reopening decisions. The Department's decision to close or open a water will be based on the most current information available, collected by professional staff trained in the associated fields. Criteria for evaluating aquatic conditions are based on site-specific monitoring efforts with an emphasis on listed fish species, species of special concern, and gamefish.

The following proposed criteria will be used to determine if an emergency fishing closure or associated reopening is warranted:

Any water of the state not currently listed in Section 8.00 of these regulations may be closed to fishing by the Department when the Director, or his or her designee, determines one or more the following conditions have been met:

- Water temperatures in occupied habitat exceed 70° Fahrenheit for over eight hours a day for three consecutive days.
- Dissolved oxygen levels in occupied habitat drop below 5 mg/L for any period of time over three consecutive days.
- Fish passage is impeded or blocked for fish species that rely on migration as part of a life history trait.
- Water levels for ponds, lakes and reservoirs drop below 10% of their capacity.
- Adult breeding population levels are estimated to be below 500 individuals.

All waters closed pursuant to this section will be reopened by the Department when the Director, or his or her designee, determines all of the following conditions have been met:

- Water temperatures in occupied habitat do not exceed 70° Fahrenheit for over eight hours a day for seven consecutive days.
- Dissolved oxygen levels in occupied habitat rise above 5 mg/L and are maintained at that level for seven consecutive days.
- Fish passage is available and that no impediment exists to strand or concentrate adults or juveniles during their migration.
- Water levels for ponds, lakes and reservoirs have recovered to greater than 10% of their capacity.
- Adult breeding populations are estimated to be recovered to greater than 500 individuals.

Justification and associated data for closure and reopening decisions will be provided to the Commission for any water that is subject to a fishing closure.

The Department and the Commission will work together to formulate a regular rulemaking proposal that will refine the approach and associated language based on experiences learned, feedback from the public, and revisions to increase the efficacy of this emergency action.

## **II. Impact of Regulatory Action**

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following determinations relative to the required statutory categories have been made:

(a) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

(b) Nondiscretionary Costs/Savings to Local Agencies:

None.

(c) Programs Mandated on Local Agencies or School Districts:

None.

(d) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

(e) Effect on Housing Costs:

None.

### **III. Authority and Reference**

The Fish and Game Commission proposes this emergency action pursuant to the authority vested by sections 200, 202, 205, 240, and 315 of the Fish and Game Code and to implement, interpret, or make specific sections 200, 202, 205, 240, and 315 of said Code.

### **IV. Section 240 Finding**

Pursuant to Section 240 of the Fish and Game Code, the Commission finds that the adoption of this regulation is necessary for the immediate conservation, preservation, or protection of birds, mammals, reptiles, or fish, including, but not limited to, any nests or eggs thereof.

#### **Updated Informative Digest (Plain English Overview)**

California continues to suffer under severe drought conditions with record low snow packs in 2014 and 2015. In early 2014, Governor Edmund G. Brown Jr. proclaimed a State of Emergency for California directing state officials to take all necessary actions to prepare for the record level of drought conditions and also signed an Executive Order redoubling state drought actions with additional measures to strengthen the state's response to drought. On April 1, 2015, the Governor ordered state agencies to impose statewide mandatory water restrictions that will save water, increase enforcement against water waste, streamline the state's drought response, and invest in new drought resilient technologies for California.

The hydrological conditions in 2015 are expected to deteriorate from the record low 2014 conditions. The Department of Fish and Wildlife (Department) continues to evaluate and manage the changing impacts of drought on threatened and endangered species and species of special concern, and develop contingency plans for state Wildlife Areas and Ecological Reserves to manage reduced water resources in the public interest.

Statewide water quality and quantity in many systems is likely to be inadequate to support fisheries as the summer progresses, resulting in impeded passage of spawning fish, increased vulnerability to mortality from predation and physiological stress, and increased angling harvest and/or hooking mortality. Furthermore, survival of eggs and juvenile fish in these systems over the coming months will be extremely low. The historically low water conditions will concentrate coldwater fish populations into shrinking pools of cold water habitat making them easy prey for illegal angling methods such as snagging, increased hooking mortality due to legal catch and release, over-harvest, as well as other human-related disturbances within their freshwater habitat. When coupled with drought-related environmental stressors, such as high water temperature, poor water quality, and severely reduced suitable habitat, these stressors can seriously affect reproductive success and survival rates.

Since 2014, the Department has worked with the Fish and Game Commission (Commission), using the best available science, to determine whether restricting fishing in certain areas will become necessary and prudent as drought conditions persist. The Department and the Commission have determined that a temporary approach is needed to give the Department effective tools to respond more rapidly to the deteriorating water quality and quantity conditions in California's rivers and streams for 2015.

The following proposed criteria will be used to determine if an emergency fishing closure or associated reopening is warranted:

Any water of the state not currently listed in Section 8.00 of these regulations may be closed to fishing by the Department when the Director, or his or her designee, determines one or more of the following conditions have been met:

- Water temperatures in occupied habitat exceed 70° Fahrenheit for over eight hours a day for three consecutive days.
- Dissolved oxygen levels in occupied habitat drop below 5 mg/L for any period of time over three consecutive days.
- Fish passage is impeded or blocked for fish species that rely on migration as part of a life history trait.
- Water levels for ponds, lakes and reservoirs drop below 10% of their capacity.
- Adult breeding population levels are estimated to be below 500 individuals.

All waters closed pursuant to this section will be reopened by the Department when the Director, or his or her designee, determines all of the following conditions have been met:

- Water temperatures in occupied habitat do not exceed 70° Fahrenheit for over eight hours a day for seven consecutive days.
- Dissolved oxygen levels in occupied habitat rise above 5 mg/L and are maintained at that level for seven consecutive days.
- Fish passage is available and that no impediment exists to strand or concentrate adults or juveniles during their migration.

- Water levels for ponds, lakes and reservoirs have recovered to greater than 10% of their capacity.
- Adult breeding populations are estimated to be recovered to greater than 500 individuals.

Justification and associated data for closure and reopening decisions will be provided to the Commission for any water that is subject to a fishing closure.

The Department and the Commission will work together to formulate a regular rulemaking proposal that will refine the approach and regulatory language based on experiences learned, feedback from the public, and revisions to increase the efficacy of this emergency action.

Benefits: The proposed regulation will provide benefits to the environment through the conservation and preservation of listed species, species of special concern, and gamefish populations.

The proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Legislature has delegated authority to the Commission to promulgate sport fishing regulations (sections 200, 202, 205, 240, and 315 Fish and Game Code).

**Pursuant to Section 11346.1(h), Government Code, OAL may approve not more than two readoptions, each for a period not to exceed 90 days, of an emergency regulation that is the same as or substantially equivalent to an emergency regulation previously adopted by that agency. At its June 11, 2015 meeting in Mammoth Lakes, the Fish and Game Commission adopted the emergency action; and at its December 10, 2015 in San Diego, the Commission adopted the request for the first 90 day extension. At the December 10, 2015 meeting the Commission also voted to go to Notice with a regular rulemaking which has been noticed and will be considered for adoption at its April 14, 2016 meeting in Santa Rosa, CA. (OAL Notice #2015-1215-08.)**

**The Fish and Game Commission will meet again on March 15, 2016 during a teleconference that takes place at: Fish and Game Commission Conference Room 1320, 1416 Ninth Street, Sacramento, CA; Department of Fish and Wildlife, 50 Ericson Court, Arcata, CA 95521; Department of Fish and Wildlife, 7329 Silverado Trail, Napa, CA 94558; and Department of Fish and Wildlife, 4665 Lampson Avenue, Los Alamitos, CA 90720; where the Commission will consider a second extension request for a period of 90-days. It is estimated that this second 90-day extension will allow for continued discussion, adoption and filing of the regular rulemaking currently being considered to make these regulations permanent.**

## Regulatory Language

Section 8.01, Title 14, CCR is added to read:

### **Section 8.01. Special ~~Gear Provisions~~[Repealed]Measures for Fisheries at Risk due to Drought Conditions.**

(a) In response to continued extreme drought conditions, the commission has established a quick response process to temporarily close fisheries experiencing degraded environmental conditions that may affect fish populations or their habitat within waters of the state. The criteria set forth in subsections (b) and (c) are intended to ensure that fisheries are protected under critical conditions stemming from the drought. These criteria will be monitored in statewide inland fisheries, and they will be evaluated on a water by water basis over time as conditions change.

(b) The department may close to angling any waters of the state not currently listed in Section 8.00 of these regulations if the director, or his or her designee, finds one or more of the following conditions have been met:

(A) Water temperatures in occupied habitat exceed 70° Fahrenheit for over eight hours a day for three consecutive days

(B) Dissolved oxygen levels in occupied habitat drop below 5 mg/L for any period of time over three consecutive days.

(C) Fish passage is impeded or blocked for fish species that rely on migration as part of a life history trait.

(D) Water levels for ponds, lakes and reservoirs drop below 10% of their capacity.

(E) Adult breeding population levels are estimated to be below 500 individuals.

(c) Waters closed pursuant to subsection (b) shall be reopened by the department when the director, or his or her designee, finds all of the following conditions have been met:

(A) Water temperatures in occupied habitat do not exceed 70° Fahrenheit over eight hours a day for seven consecutive days

(B) Dissolved oxygen levels in occupied habitat rise above 5 mg/L and are maintained at that level over seven consecutive days.

(C) Fish passage is available and no impediment exists to strand or concentrate adults or juveniles during their migration.

(D) Water levels for ponds, lakes and reservoirs have recovered to greater than 10% of their capacity.

(E) Adult breeding population levels are estimated to be recovered to greater than 500 individuals.

(d) It shall be unlawful to take fish in any waters of the state closed to angling pursuant to this Section.

(e) Notification of department actions.

(1) The department shall maintain a list of closed waters of the state and update that list on Wednesday of each week by 1:00 pm. In the event that water conditions change later in the week, the fishing status for each specific water will not change until the day following the next Wednesday. It shall be the responsibility of the angler to use the telephone number provided below or go to the department's website at <https://www.wildlife.ca.gov/Regulations> to obtain the current status of any water. The number to call for information is (916) 445-7600.

Note: Authority cited: Sections 200, 202 and 210, 205, 240, and 315, Fish and Game Code.

Reference: Sections 200, 202, 205 and 210, 240, and 315, Fish and Game Code.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 5, 2016

**TIME REQUIRED**

**SUBJECT** Letter from Suddenlink

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Correspondence dated March 1, 2016 from Suddenlink regarding a change in channel line-up in Mammoth Lakes and June Lake.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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:**

<p>Click to download</p> <p> <a href="#">Correspondence, Suddenlink</a></p>
---

**History**

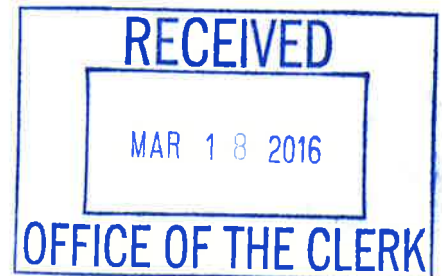
Time	Who	Approval
3/25/2016 4:07 PM	County Administrative Office	Yes
3/24/2016 4:08 PM	County Counsel	Yes
3/28/2016 9:02 AM	Finance	Yes





March 11, 2016,

Clerk of the Board – County of Mono  
Lynda Roberts  
P.O. Box 715  
Bridgeport, CA 93517



Dear Lynda Roberts,

This letter is to notify you of an upcoming channel line-up change planned for Suddenlink TV services in Mammoth Lakes, June Lake.

Effective May 17, 2016 the following channel changes will be made to the channel lineup.

Out of market station KTLA-CW will be removed from Limited Basic channel 5.  
CW programming will continue to be available on KRNS-CW channel 6.

In anticipation of these changes, customers will be notified via a legal notification in the local newspaper on or before April 17, 2016.

Should your office receive phone calls from our customers inquiring about this change, please forward those calls to our staff at 888.822.5151. If you wish to answer these customer calls, please let us know if we have not provided you with the necessary information to answer any questions. If you have questions regarding this or any other matter, please call me at 530.550.3922.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason Oelkers".

Jason Oelkers  
System Director  
Suddenlink



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 5, 2016

**TIME REQUIRED**

**SUBJECT** Followup Letter from Cal OES  
Regarding Drought Disaster Areas

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Correspondence dated March 2, 2016 from the California Governor's Office of Emergency Services, providing additional information related to disaster designation for Mono County due to agricultural losses from the drought.

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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
<a href="#">Correspondence, Cal OES Sec</a>

History

Time

Who

Approval

3/28/2016 6:07 PM	County Administrative Office	Yes
3/24/2016 4:02 PM	County Counsel	Yes
3/28/2016 9:18 AM	Finance	Yes



March 2, 2016

Mr. Tim Fesko, Chairperson  
Mono County Board of Supervisors  
P.O. Box 715  
Bridgeport, California 93517

Dear Chairperson Fesko:

On February 24, 2016, the U.S. Department of Agriculture granted a Secretarial disaster designation for certain counties in the State of Nevada and the contiguous counties of **Alpine, El Dorado, Inyo, Lassen, Modoc, Mono, Nevada, Placer, and Sierra** in the State of California. This designation is due to agricultural losses caused by drought that occurred January 1, 2015, through December 31, 2015 in the neighboring State of Nevada.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this designation. Please inform potential applicants throughout your county of this designation and information.

Sincerely,

A handwritten signature in blue ink that reads "Karma Hackney". The signature is written in a cursive style.

KARMA HACKNEY  
Individual Assistance Officer

Enclosure

c: Mono County Office of Emergency Services  
Mono County Agricultural Commissioner  
Karen Ross, Secretary, California Department of Food and Agriculture (CDFA)  
Gary Leslie, County/State Liaison, CDFA  
Cal OES Regional Administrator  
Cal OES Individual Assistance Division

## U.S. Department of Agriculture (USDA) Designation USDA #S3963 - State of Nevada Drought

### Designation Information

The following table illustrates the designation information.

<b>Eligible California Contiguous County/Counties:</b>	<b>Alpine, El Dorado, Inyo, Lassen, Modoc, Mono, Nevada, Placer, Sierra</b>
<b>Event:</b>	Drought that occurred January 01, 2015, through December 31, 2015 in the neighboring State of Nevada
<b>Assistance made available by designation:</b>	<ul style="list-style-type: none"> <li>• Emergency farm loans for both physical and crop production losses as a direct result of the disaster</li> <li>• Up to a maximum of \$500,000</li> </ul>
<b>Application deadline:</b>	<b>October 24, 2016</b>
<b>Who may apply:</b>	Farmers and ranchers who conduct family-sized farming operations
<b>How to apply:</b>	<ul style="list-style-type: none"> <li>• Contact local Farm Service Agency (FSA) office listed in the local telephone directory under U.S. Government, Agriculture</li> <li>• Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD)</li> </ul>
<b>USDA website for additional information:</b>	<a href="https://www.fsa.usda.gov/FSA/webapp?area=home&amp;subject=fmfp&amp;topic=efl">https://www.fsa.usda.gov/FSA/webapp?area=home&amp;subject=fmfp&amp;topic=efl</a>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 5, 2016

**Departments: CAO**

**TIME REQUIRED** 40 minutes (20 minute presentation;  
20 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Leslie Chapman and Grant Applicants

**SUBJECT** Community Grants for Arts and Culture

**AGENDA DESCRIPTION:**

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

Consideration of applications for Community Grant for Arts and Culture submitted by Chamber Music Unbound, Mono Council for the Arts, and Mammoth Lakes Repertory Theater.

**RECOMMENDED ACTION:**

Approve and designate amount of funding to those entities submitting applications and provide any desired direction to staff.

**FISCAL IMPACT:**

There is a total of \$5,000 available for this program in the board approved budget.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5414 / lchapman@mono.ca.gov

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Community Grant Staff Report and Agency Requests</a></p>
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History

Time

Who

Approval

3/27/2016 7:34 AM	County Administrative Office	Yes
3/29/2016 10:35 AM	County Counsel	Yes
3/28/2016 8:18 AM	Finance	Yes



# COUNTY OF MONO

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

*Leslie L. Chapman*  
*County Administrative Officer*

**Date:** April 5, 2016  
**To:** Honorable Board of Supervisors  
**From:** Leslie Chapman  
**Subject:** Community Grant for Arts and Culture

**Recommended Action:**

Designate amount of funding for each agency. Provide any desired direction to staff.

**Fiscal Impact:**

There is a total of \$5,000 available for this program in the board approved budget.

**Discussion:**

During the 2015-16 budget hearings, your Board appropriated \$5,000 to be used for community grants to non-profit organizations in the arts and culture category.

Historically, other grants were provided under this program for youth sports, historical societies, music festivals and other community-based organizations. During the 15-16 budget cycle, it was decided that the youth sports allocation would go to Mammoth Lakes Recreation to benefit countywide youth recreation programs. The historical society dollars and event grants were allocated to the Mono County Tourism Department for distribution.

The County sent out four requests for applications and received three responses back for a total of \$7,835:

- Chamber Music Unbound requested \$1,500
- Mammoth Lakes Repertory Theatre requested \$2,000
- Mono Arts Council requested \$4,335

With \$5,000 appropriated, staff requests your Board's direction is allocating the available funding among the applicants. The complete grant application packages are attached for your consideration.



CHAMBER MUSIC *Unbound*



CHAMBER MUSIC *Unbound*



PO Box 1219  
Mammoth Lakes, CA 93546  
Tel./fax (760) 934-7015  
Email: Felici@ChamberMusicUnbound.org  
www.ChamberMusicUnbound.org

March 1, 2016

Dear Ms. Chapman and Mono County Supervisors:

Thank you for the opportunity to again partner with Mono County in providing much-needed music education to our county's students. Please see below for details on Chamber Music Unbound's project, "Kids Concerts", and note that they represent a small, but important segment of educational activities that CMU offers year-round to all the residents of Mono County.

Sincerely,

Brian Schuldt  
CMU Executive Director

**Project Description:**

CMU is requesting funding for "**Kids Concerts**," an ongoing, county-wide initiative to introduce K-12<sup>th</sup> grade students in assemblies or classroom settings to the world of chamber music. "Kids Concerts" engage students in the musical process through teaching active listening skills, singing, dancing, as well as hands-on experience with musical instruments.

Chamber music (that is, music for a small group of players, with each player performing his/her own part) is an art form uniquely suited to teach children and young people value-based life lessons. The concepts of individuality and community and their healthy interaction are discussed in the context of topics that students can relate to, such as friendship, family, sports, visual arts, drama and dance. "Kids Concerts" are designed to address specific age groups in a wide variety of subject matters (see attached sample list) and seek to enrich students' lives through meaningful interaction with music as art. The music itself, as well as the story-telling context in which it is presented, stimulate students' imaginations and create contemplative space, in which learning and reflection can flourish.

In addition, students develop a degree of musical literacy and deepen their sense of artistic perception as they learn to describe the basic elements of music, such as rhythm, tempo, pitch and volume, using age-appropriate terms. They further their understanding of musical processes through active participation; singing, clapping, acting out melodic gestures and imitating dynamics. Diverse styles of music permeate each project session and are absorbed through playful interaction with the artist-teachers.

The concert experience opens doors to far-away places and long-gone times, but also addresses students' spiritual needs in the here and now. The programs are designed to enable young people to derive personal value

as well as communal meaning from artistic experiences. The goal of “Kids Concerts” is to awaken and nurture the love and understanding of music in every young person we interact with.

CMU’s “Kids Concerts” have in the past received recognition and funding from the National Endowment for the Arts, the California Arts Council, and Chamber Music America.

Typically, CMU presents between 15-20 “Kids Concerts” events throughout the academic year in Eastern Sierra schools. This spring, CMU has agreements to present “Kids Concerts” for three Mono County schools (Mammoth Elementary and Middle Schools, Lee Vining Elementary) and, pending this grant, will contact Bridgeport, Edna Beaman and Coleville.

**Project budget:**

CMU is requesting \$1,500 to support five “Kids Concerts” in the spring of 2016.

Please note that the below budget represents the **full-year project finances, from July 1, 2015 to June 30, 2016 and includes over 20 Kids Concerts**, some of which have taken place already.\*

<b>Revenue - Kids Concerts</b>	
School Contributions	4500
Grants	5000
Mono County	1500
<b>TOTAL</b>	<b>11000</b>

<b>Expenses - Kids Concerts</b>	
Program cost, artistic & administrative	12000
Payroll Taxes	1450
Rent/Usage Fees	1000
Guest Artist Fees -	500
Travel	500
Website	250
Supplies	1200
Postage	25
Maintenance - Pianos, String Instruments	250
Insurance	490
<b>TOTAL</b>	<b>17665</b>

\*During the months of September and October, CMU presented “Kids Concerts” for MES grades K-2 at the Mammoth Lakes Library. Children in the K grade experienced the story of “Frederick” by Leo Lionni, grades 1 heard “The Cat and the Fiddler” by Jackie Jeter, and 2<sup>nd</sup> graders learned “Music’s ABC” through the life-story of young Mozart. In January MES grades 3,4,5 were introduced to Ludwig van Beethoven life through “Ode to Joy”. Scheduled for March 10th is a concert (“Testimony”, with music by Dmitrii Shostakovich) at Cerro Coso College in Mammoth for all MMS 8<sup>th</sup> grade students and select MHS classes, in preparation for the students’ visit to the Museum of Tolerance in L.A. in May.

### **Justification of the financial need for funding support**

Due to increasingly tight budgets, schools generally contribute less than one-third of the costs associated with “Kids Concerts”. Especially small schools struggle to allocate funds for enrichment projects such as “Kids Concerts”.

Every year, the project relies on additional public funding, grants and individual donors to cover the shortfall. Every year CMU applies to numerous individuals and organizations to be able to offer even the smallest schools access to an artistic experience that can be truly life-changing.

Young people growing up in the small rural communities of the Eastern Sierra often feel disconnected from the world at large. Art-based activities like “Kids Concerts” allow them to forge intellectual, spiritual and emotional connections that can transcend the geographic limitations and thus represent an important facet of learning not experienced in everyday scholastic learning.

CHAMBER MUSIC *Unbound*

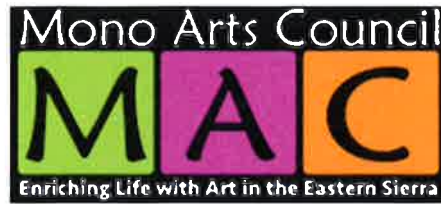


PO Box 1219  
Mammoth Lakes, CA 93546  
Tel./fax (760) 934-7015  
Email: [Felici@ChamberMusicUnbound.org](mailto:Felici@ChamberMusicUnbound.org)  
[www.ChamberMusicUnbound.org](http://www.ChamberMusicUnbound.org)

## Kids and Young People's Concerts 2016/17

Grade	Title	Author/Composer	Relevance
K	"The Cat and the Fiddler"	Jackie Jeter	Emotional bonding through music
1	"Frederick"	Leo Lionni	Experiencing the power of imagination
2	"Music's ABC"	W.A. Mozart	Basic concepts of musical literacy
3	"Tony's American Adventure"	A. Dvorak	Exploring the world through music
4	"Songs without Words"	F & F Mendelssohn	Sibling love, creative teamwork
5	"Ode to Joy"	L. van Beethoven	Overcoming struggles through creativity
6	"Viva la Musica"	Joaquin Turina	Celebrating life through music
7	"Queen of the Piano"	Clara Schumann	Artistry, feminism and motherhood
8	"Tombstones"	D. Shostakovich	Music as a moral power during WW II
9	"Rags to Riches"	Schubert and Chausson	Art and Society in the 19 <sup>th</sup> century
10	"Trio Romantico"	Manuel Ponce	Music, the language of love
11	"The Rainbow of Music"	P. I. Tchaikovsky/M. Ravel	Identity and artistic expression
12	"Here and Now"	Contemporary Composers David Baker/Paul Schoenfield	Understanding America through art music





Attn: Leslie Chapman  
Re: Mono County Community Grant

February 29, 2016

Dear Leslie,

Mono Arts Council (formerly Mono Council for the Arts) offers enriching FREE Kids Summer Art Camps in Mammoth and North County every year. Due to lack of funds available for our camps we may need to charge money. Our intention is to keep these art camps free so ALL children in Mono County would have the opportunity to attend. MAC is requesting \$4,335 for the Mono County Community Grant. Please see the two attached budgets for further explanation regarding these funds.

Creativity flourishes for the last 8 years at our Kids Summer Art Camps! Local and visiting children ages 5-16 participate in a unique and creative summer camp. They produce genuine art; mosaics, printmaking, ski making basics, drawing, pinhole cameras, cyanotypes, haiku poetry, sculpting with clay, acrylic portraits on canvas, art and movie making on i-Pads and Mexican crafts, all taught by professional local artists. All the children love their creations. Every parent appreciates that MAC provides such a great opportunity to local and visiting children. We are teaching children real and valuable art skills they will retain for life. MAC added a new digital art component last year, with i-Pads for older kids. Art Camp averages 60 kids per day, with 3 sessions per day.

MAC intends to add more fun classes to this summer's art camps, including a music and photography camp. We would like to purchase instruments and cameras to use for both Mammoth and North County camps. These items can be used and enjoyed for years. Our art camp space is donated which is wonderful! We need additional funds to pay our art teachers, purchase art supplies and put some funds towards marketing.

Thank you for taking the time to review our request. We appreciate the opportunity to apply for funds from Mono County for our valuable Kids Summer Art Camps. As Pablo Picasso said, "Art washes away from the soul the dust of everyday life."

Sincerely,  
Kendra Knight  
Executive Director

Mono Arts Council / PO Box 56 / Mammoth Lakes, CA 93546 / [www.monoarts.org](http://www.monoarts.org)

Mono Arts Council  
Arts in Education Programs 2016/17

Program/Event	Budgeted Amount	Funding Source
Free Kids Summer Art Camp - Mammoth (6 weeks)	\$8,500.00	TOML (\$2,000)
Free Kids Summer Art Camp - No County (2 weeks)	\$2,000	
Enhanced Kids Art Area at Labor Day Festival	\$7,500	
Meet the Masters - in all Mono Co. Elem. Schools	\$12,000.00	MCOE
After School Art Club @ MES	\$5,000	TOML
After School Art Club @ MMS	\$5,000	TOML
After School Art Club @ BES	\$5,000	CAC
After School Art Club @ AES	\$5,000	CAC
Arts Assemblies in all Mono Co. Schools	12,000.00	CAC (\$9,000)
Adult Art Classes	\$12,000	
Total	\$74,000.00	



Mono Arts Council  
Mono County Community Grant Request  
Kids Summer Art Camp

<u>Item</u>	<u>Amount and Cost</u>	<u>Total Cost</u>
Digital point and shoot cameras	15 @ \$109	\$1,635
Guitars	15 @ \$68	\$1,020
Recorders	15 @ \$12	\$180
Art supplies	4 sessions	\$1,500
Total		\$4,335





February 23, 2016

Dear Mono County Board of Supervisors:

The Mammoth Lakes Repertory Theatre (MLRT), a DBA of the Mammoth Lakes Foundation, is requesting consideration for your 2016 Community Grant Program. **MLRT is asking for \$2,000.00 to produce its Theatre for Young Audiences (TYA) program in the fall of 2016.** TYA is a program that we provide for free to all the elementary schools in the county. Schools are invited to bring their students, 100 at a time, to Edison Theatre and experience the wonders of a live theatrical performance that provides educational and/or life lessons.

MLRT believes its program, TYA, is a perfect fit for your financial support through the Community Grant Program. When we started to offer the program for free we instantly doubled our 2012 numbers from 400 to 800 and have since grown to 1,200 students in 2015 thanks to your past support and other current community supporters. We anticipate bringing our numbers up this year to 1,400 local students by hopefully adding in both Coleville and Benton elementary schools. Because of the economic shortfalls our county schools are facing, they can no longer afford to pay for their students to attend this annual production. Last year MLRT was able to solicit donors to help with the production cost, but it did not cover the entire budget. If MLRT is going to continue this program and encompass all of Mono County, it is vital that support come from diverse funding sources, including governmental support.

MLRT joined forces with the Mammoth Lakes Foundation in 2009 to enhance the artistic and cultural offerings of those living and visiting the Eastern Sierra. The mission of the MLRT is to develop, maintain and nurture live theatre in the Mono/Inyo County area by providing a creative space to produce live theatre of the highest caliber, equal to any theatre in the state, and inspiring the arts while making a vital contribution to the community's economy, culture, and spirit.

The intent behind each TYA production is to present imaginative theatre productions, specifically targeted to young audiences, which entertain as well as educate. Through the live theatre experience, students are encouraged to read, develop critical and creative thinking skills, and cultivate their curiosity about the world around them. We provide an educators resource guide to the schools to continue the experience into the classroom. This sophisticated program is not usually offered in rural areas, so it is a unique opportunity for the students of this county. By providing them with an experience that includes leaving their school campus and attending a professional theatre, these students are exposed to a cultural experience that is more impactful than attending a play in their cafeteria.

Linda Hartzell, Artistic Director of the Seattle Children's Theatre, has seen firsthand that theatre makes for smarter, braver, human beings. Theatre helps connect the head to the heart. Plays work to jumpstart the imagination and lengthen the attention span. Because of TV and the internet, kids aren't used to focusing for an hour or an hour and a half. They're used to constant change, seeing a new image every 3-4 seconds. Sitting still in a darkened room may not feel natural for children, but that's precisely why it's important.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "Shira", with a long horizontal flourish extending to the right.

Shira Dubrovner  
Artistic Director, Mammoth Lakes Repertory Theatre

# BUDGET

Production and Shows TYA	TOTAL
Scheduled Shows	15
Paid tickets per show	100
Average ticket price	\$0
Show Dates	Nov. 1-8
Concessions (revenue per person per show)	\$0
Other	\$0

<b>EXPENSES</b>	
Advertising	500
Crew	1,000
Artist & Cast	4,200
Concessions (Children's snacks)	250
Costumes	600
Lighting and Sound	500
Music/Orchestra	800
Props	500
Royalties	975
Set	1,000
Director/ Producer	2,000
Transportation and Housing-Talent	1,000
Miscellaneous	100
<b>TOTAL</b>	<b>13,425</b>
<b>REVENUE</b>	
Ticket sales*	600
Concessions*	25
Grant-Event Specific - Mono County Comm. Grant	2,000
Other-Private donors/ Corporate and Govt. Grants	10,800
<b>TOTAL</b>	<b>13,425</b>

\*One ticketed public performance - estimated revenue

# GO, DOG, GO - Children participating



GO, DOG, GO - Production Stills



Mammoth Lakes Repertory Theatre presents



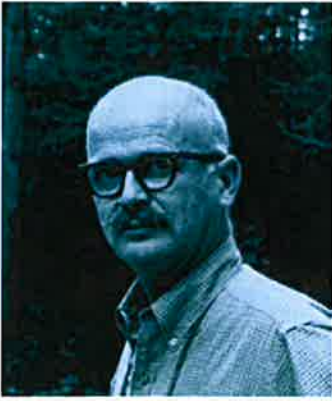
# Go, Dog. Go!

A Theatre for Young Audience production

Go Dog Go - Study Guide

By Noelle Deinken

## Who was P.D. Eastman, the author of *Go Dog Go*?



**Phillip Dey Eastman (1909 - 1986)** was born in Amherst, Mass., earning his B.A. from Amherst College in 1933. He worked in production design & story at Walt Disney's studio. While at Disney he met Mary Louise Whitham, who was working in the ink and paint department. They married and Phil went on to work at Warner Brothers Cartoons.

In 1942 he joined the Army and was assigned to the Signal Corps Film unit. While there he did picture planning for animated sequences in orientation and training films, and was a writer and storyboard artist on the "Private Snafu" series for Army-Navy Screen Magazine. Ted Geisel (aka Dr. Seuss) was the head of his unit.

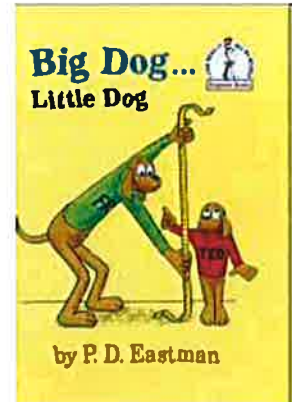
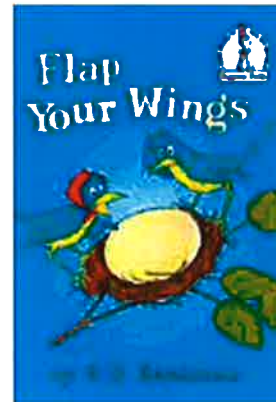
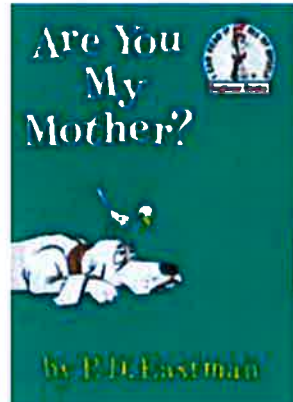
In 1945 Phil was working at United Productions of America (UPA). He was a writer and storyboard artist. While there he helped create the character Mr. Magoo. He was co-writer of the screenplay for "Gerald McBoing-Boing", which was based on a children's phonograph record written by Dr. Seuss. He also wrote and storyboarded various educational films while at UPA.

In 1954 moved his family to Westport, Connecticut. By 1958 Random House had published Phil - now P.D. - Eastman's first children's book. In 1954 Ted Geisel asked Eastman to help write books for a beginner book series at Random House. His books became enormously popular and Random House published several of his books and chose him to illustrate others. He collaborated with Geisel on *The Cat in the Hat Beginner Book Dictionary*. This work may have lead to the misconception that P.D. Eastman was another pseudonym for Theodor Geisel. In fact, Geisel's other pseudonym after Dr. Seuss is Theo LeSieg (Geisel back-wards). The confusion has arisen because of *The Cat in the Hat Beginner Book Dictionary* by the Cat Himself and P.D. Eastman. P.D. Eastman co-wrote this book with Seuss and did all of the illustrations. "The Cat Himself" as used here is a pseudonym for Dr. Seuss.



## What is Special about Go, Dog, Go?

P.D. Eastman's classic, *Go, Dog, Go!* has provided beginning readers simple reading fun for five decades. Teachers also find the book perfect for practicing basic sight words, since it contains only 75 unique one-syllable words. It also provides material for teaching opposites, color words and prepositions and, less obviously, about detail, diversity, traffic safety and pet care.



*P. D. Eastman wrote and illustrated several books:*

"Sam and the Firefly" 1958 (ISBN 0-394-80006-0)

"Are You My Mother?" 1960 (ISBN 0-394-80018-4)

"Go, Dog, Go!" 1961 (ISBN 0-394-80020-6)

"The Beginner Book Dictionary" 1964

"Everything Happens To Aaron!" 1967 (out of print)

"The Best Nest" 1968 (ISBN 0-375-83267-X)

"Flap Your Wings" 1969 (ISBN 0-375-80243-6)

"Big Dog... Little Dog" 1973 (ISBN 0-375-82297-6) with additional

illustrations by Peter Anthony Eastman

"The Alphabet Book" 1974 (ISBN 0-375-80603-2)

and many more.

## RELATED POPULAR BOOKS AND RESOURCES:

**Bamboozled**, by David Legge. A young girl on her weekly visit to the amazing and unprecedented world of her grandfather's house feels that something is out of the ordinary but can't figure out what it is.

**Bears on Wheels**, by Stan and Jan Berenstain. An acrobatic act begins with one bear on a unicycle and ends with twenty-one bears and sixteen wheels flying through the air!

**The Digging-est Dog**, by Al Perkins. When city-dog Duke is adopted by Sammy and taken home to the farm, the country dogs snub Duke because he does not know how to dig.

**The Fantastic Drawings of Danielle**, by Barbara McClintock. A young girl sees the world in a very unique way, and her drawings provide for her and her photographer grandfather when they most need it.

**John Jeremy Colton**, by Bryan Jeffery Leech. A town is completely transformed because one man dares to change the way things are usually done. Extraordinary illustrations and use of text.

**Look-Alikes and Look-Alikes Jr.**, by Joan Steiner. Discover a land where things are not as they appear in this collection of photographs where simple objects create entire miniature scenes.

**One Lonely Seahorse**, by Saxton Freymann and Joost Elffers. The images for this sweet underwater counting story about finding friends, are made of vegetables and fruits. Things are not always what they seem.

**Seeing Stars**, by Sharleen Collicott. Two small friends, a toad and a hamster, journey to the stars - underwater- in this unpredictable tale of found objects and imagination.

**The Sneetches and Other Stories**, by Theodor Geisel (Dr. Seuss). Through wordplay, and the drawings of Dr. Seuss, the Sneetches discover that differences do not make one superior or inferior to another.

**Willy the Dreamer**, by Anthony Brown. Willy, a little gorilla, dreams of adventure and heroism. The illustrations pay homage to great painters and capture a host of quintessential fantasies.

## Theatre Etiquette:

Food, drinks, candy and gum are not permitted in the theatre. If your class has packed lunches, please ensure that they stay inside backpacks until your group has left the theatre.

Please remind your students that the rest of the audience, and the actors, can hear them if they talk during the performance, even if they whisper. Excessive movement is also distracting.

Remind your students not to approach or touch the stage, sets or props before, after or during the show.

Please encourage your students to use the restroom facilities prior to being seated. There is no intermission during our student matinees.

Please note that photography and videotaping (or other video or audio recording) of this production is prohibited.

Absolutely no cell phones, PDAs, iPods or video gaming systems, will be tolerated in the theatre (they must be off, and out of sight) - students, parents, and teachers included.

We encourage our audiences to respond to our performances; laughter is welcomed when appropriate and applause at the end of a performance is the best feedback of all. If you really like the performance, a way you can show the actors is by standing up and clapping when the show has ended (called a 'standing ovation'). Standing ovations are used when you think the performance was extra special and deserving.

Enjoy the performance!

## Theatre Terms:

**Actor** - A performer who tells a story to the audience by playing a character.

**Director** - The person responsible for guiding the actors, designers, and crew according to his or her artistic vision. The director works with the actors and the design team to create the world of the play.

**Stage Manager** - The person responsible for making sure all of the technical aspects of a show run smoothly. In a theatre, the Stage Manager sits in the lighting booth, behind the audience, and "calls the show". This means that they give cues throughout the performance to the lighting operator, the sound technician, and to the Assistant Stage Manager.

**Blocking** - This is the director's planning of the actor's movements on stage.

**Technical Rehearsal** - Also called "Tech", this rehearsal is specifically to establish and run through lighting and sound cues. The technical rehearsal gives the technicians a chance to program the sound and lights with actors, and it gives the actors a feel for the show with sound and lights.

**Dress Rehearsal** - The full running of the production before the show opens to the public.

**Stage Right** - Right side of stage as seen from the actor's point of view on stage looking at the audience.

**Stage Left** - Left side of stage as seen from the actor's point of view on stage looking at the audience.

**Understudy** - An actor who learns the part of another ready to step into their shoes should they not be able to perform due to illness or other reasons.

**Set** - The surroundings on stage, visible to the audience, in which the action of a play develops.

**Props** - Items used by actors to help convey their characters or to help tell the story during a play.

## The Characters in the Play:

M C Dog

Spotted Dog

Red Dog

Yellow Dog

Blue Dog

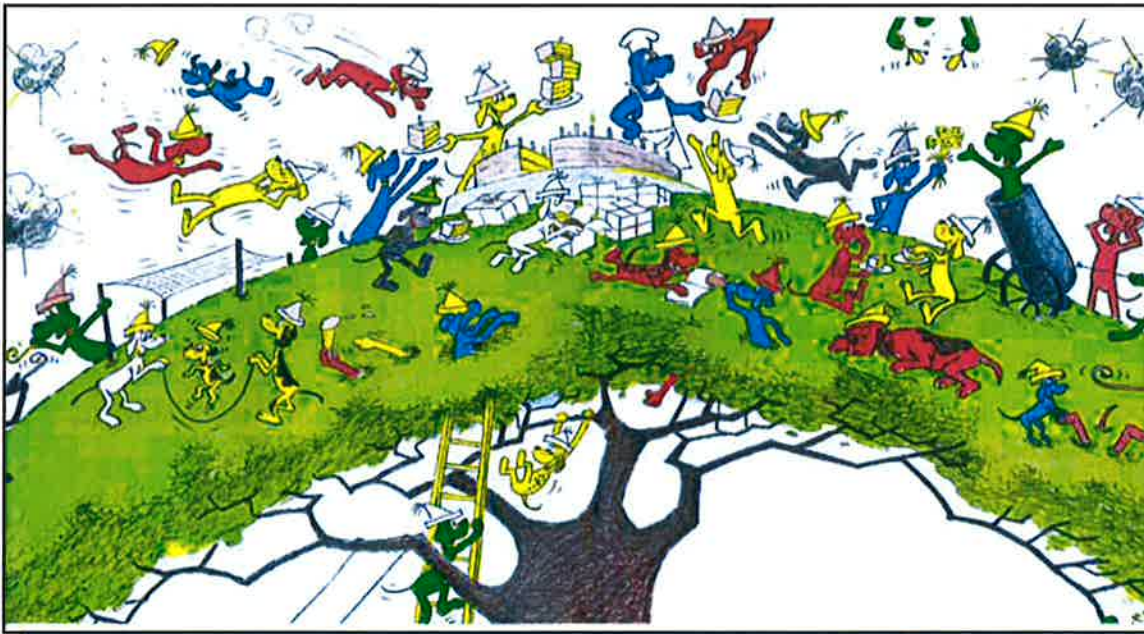
Green Dog

Hattie

## The Plot:

### A DESCRIPTION OF THE PLAY, *GO, DOG. GO!*

If you've ever read the book *GO, DOG. GO!* by P.D. Eastman, then you've read the script of his play. And if you know the book, you know it's not really about dogs, but about interaction and imagination. It is a half circus, half picture book. It is very physical. Think of it as a pop-up book



that comes to life - with accordion music! The dogs in the original book are quite like humans, and the humans in this play are quite like dogs. And, as in the book, these dogs

are green and red and blue and pink and, well, very colorful. It's dogs of all shapes and sizes working, playing, dancing, singing, eating, dreaming, and celebrating. The focus is more on what the dogs are doing than on what they are thinking, after all, they are dogs. This play runs on the power of imagination and laughter.

The playwrights' intention in their adaptation is to honor the book's essential qualities: Learning, Adventure. Surprise. P.D. Eastman's work honors the simplicity of the world around us. Without

expanding its minimalist text, the playwrights embrace the essential wondrous simplicity and loopy anarchy to play inside the story.

### Fun Facts About Dogs:

- +The most dogs ever owned by one person was 5,000 Mastiffs!
- +The most popular boy dog names are "Max" and "Jake."
- +The most popular girl dog names are "Maggie" and "Molly."
- +The name of the dog on the Cracker Jack box is "Bingo."
- +The Taco Bell Chihuahua is a rescued dog named "Gidget."
- +Puppies are born blind, deaf and toothless.
- + Touch is the first sense that a dog develops.
- + There are an estimated 400 million dogs in the world.
- + Dogs can smell about 1,000 times better than humans.
- + Puppies sleep 90% of the day for the first few weeks of their lives.
- + No matter how big or small, all dogs have 42 teeth and 321 bones.
- + Greyhounds are the fastest dogs on earth; they can run up to 45 miles per hour.
- + Dogs are capable of understanding up to 250 words and gestures, can count to five, and can perform simple mathematical calculations.
- +The average dog is as intelligent as a two year old.
- +Dogs do not enjoy being hugged as much as humans and other primates. +Canines interpret putting a limb over another animal as a sign of dominance.
- +In ancient China, an emperor's last line of defense was a small Pekingese dog literally hidden up his sleeve.
- +The wetness of a dogs nose is essential for determining what direction a smell is coming from.
- +All dogs can be traced back 40 Million years ago to a weasel-like animal called the Miacis, which dwelled in trees and dens.
- +In ancient Egypt, dogs were revered so much by their owners that when their pet dog died, they would shave off their eyebrows, smear mud in their hair, and mourn for days.
- +The phrase "raining cats and dogs" originated in 17th century England. During heavy rainstorms,



many homeless animals would drown and float down the streets giving the appearance that it had actually rained cats and dogs.

+During the middle ages, Great Danes and Mastiffs were sometimes suited in armor and spiked collars to enter battle or defend supply caravans.

+The most dogs ever owned by one person were 5000 Mastiffs owned by Kubla Khan.

+Laika, a Russian stray, was the 1st living mammal to orbit the earth, in the soviet Sputnik spacecraft in 1957. Though she died in space, her daughter Pushnika had 4 puppies with president John F. Kennedy's terrier Charlie.

+Dogs have always been hard working animals. Ancient drawings of dogs have been found on the walls of caves and tombs all across Europe and North America. In these drawings, they were often depicted helping with the hunting and gathering. Today Dogs continue to assist man with work.

### A Short History of Slapstick Comedy:

This production of *Go, Dog, Go!* relies on physical and visual jokes and comic situations often referred to as slapstick comedy. Physical comedy is as old as the first guy who slipped on a banana peel, but the actual form of slapstick comedy traces its roots to the golden age of Greece. While Greek theatre is better known for the work of great tragical playwrights such as



Sophocles, comic interludes were also performed at the same festivals that gave rise to Oedipus and Antigone.

By the time of the Roman Empire, comedy emerged as Roman farce, adding political intrigue and social commentary to the mix. It is likely the actors who entertained its subjects in its height, still needed to work as Rome fell. Little is known about the theatre during these dark ages, but much of



it found its way into the feudal courts and monasteries of the time. A few wandering troupes continued the tradition. It is likely that this kept the Roman Farce alive in Italy as it evolved into Commedia Del 'Arte.

Born sometime in the early sixteenth century, Commedia Dell'Arte formed as a response to the academic comedies, known as Commedia Erudita, and the entertainments popular in the royal courts of Italy. Unlike these two, Commedia Dell'Arte was performed by professional actors. Its name, in fact, translates to 'comedy of professional actors.' No one really knows how these companies were

formed or much about their operation. The companies wrote little of what they did down, except for a few scenarios of their plays. Yet, of the style Commedia Dell'Arte we know a great deal, since it was used and adapted by many of the best playwrights of Renaissance Europe.

The Commedia troupes seemed to take much of their inspiration from the Roman comedies of Plautus and Terrence, yet what made them special was the not the story lines they borrowed, but the characters they created. The essence of Commedia is the stock characters who appear time and again in different stories. Each actor in a troupe was known for playing a particular character (there were several troupes formed in Italy, and they traveled all over Europe). A typical troupe would have at least two young lovers, a miserly merchant, the braggart captain, the pontificating doctor,



and two to four comic servants. Commedia is also noted for its use of improvisation. No scripts were ever written. The only record we have of what the actor's did is a book of scene plots published by Flaminio Scala in 1611. These scenarios were often put up on the side of the stage or back stage where the actors could refresh their memory of what was to happen next. It is likely the Commedia performance changed every time, though some dialogue was likely kept from one performance to another. Commedia Troupes found their way to other countries in Europe, where their characters were often adapted to fit local tastes. The servant 'Arlecchino,' for instance, became 'Harlequin' in France; 'Pulcinello' was adapted to a puppet version in England, and took on the name 'Punch.' He can still be seen today, beating his wife Judy, and throwing the baby out the window, despite its political incorrectness.

With the rise of the state and royal patronage system, Comedia troupes slowly discarded their wagons for the playhouse and music halls. In America, this new entertainment evolved in Vaudeville during the 19th century, which once again put the entertainers on the road, or "circuit." By the mid-20th century, vaudeville itself was being replaced by the new technology of radio. Many a vaudeville player, such as Jack Benny and Abbott and Costello found larger audiences over the airwaves. By the 1950s radio, too would be replaced by television, using many of the entertainers who had started in Vaudeville. But all of these comic forms were new clothes for the comedic form known as Commedia Del 'Arte. The present day situation comedy still uses stock characters put in different scenarios.

So where does the term slapstick come from? Think of an image of the Commedia character Arlecchino. In his hand is a long paddle. It is outfitted with a second piece of wood, which is spring-hinged. When swung in the air, the two halves would clap together, creating the sound of a slap, thus imitating the sound of someone being hit, and gave it the name "slapstick."



### Pre-visit Activities:

+Directors use stage pictures to tell their story. Read the book to your class! Tell them to pay close attention to the illustrations in the book. Look for details in the book that may or may not be included in the performance. Go with the dogs on the journey to exploring antonyms, activity and friendship.

## Lesson:

**Part One: Introduce and share the book *GO, DOG. GO!* by P.D. Eastman with your students.**

Essential concepts and questions that will help your students enjoy the play:

The text in the book is the entire script for the play. A script is the words that are given to the actors to perform.

Ask the students to describe the ways in which the dogs in the book are different. How can they tell the difference between the dogs?

What types of activities do the dogs do with each other?

**Part Two: Students have the opportunity to inspire new designs and ideas through their own creativity.** Discuss the following questions with your class. In small groups or as individuals, the class can work to answer one or all of the following questions:

- If a dog could really drive a car, how would you design a car a dog could drive?
- What would be a dog's idea of a great party?
- What color dog would you be if you could be any color? Why?
- Hattie's hats are crazy fun. What type of hat would you design for a dog? What could you add to it to make it unique?

**Part Three: Students create own story.**

What's your dog story? The play *Go Dog Go* is very simple yet incredibly creative! Have your class sit in a circle and create their own dog story. One word at a time, let the students build the story until it is fully complete. Let the story go wherever their imaginations lead them. Have one

student record the story with pen and paper and then recite it at the end.

### **+Movement**

+Have your students who own dogs observe them. Record their movements throughout the day

+This story reflects movement and play. Have your students observe themselves as they move and play throughout the day. You may have them record their observations in a journal to reflect on after the performance.

### **+Let's Go Learn Sight Words:**

+Most of the words in *Go, Dog. Go!* are found on traditional sight word lists, including the Dolch list. Make practicing those words more exciting with the silly antics of the dogs.

+Select about 10 of the words from the book to introduce to your students. Print the words on index cards or sentence strips and laminate them. Attach one side of hook-and-loop tape to the backs.

Print sentences from the book on sentence strips, leaving a blank for the targeted words. Laminate the strips and put the other half of the hook-and-loop tape in the word blanks.

Display the word cards where your students can see all of them; the chalk rail on your blackboard or dry-erase board works well for this purpose.

Ask students to read the sentences and choose the correct words to fill the blanks. Let them affix the word cards to the blanks.

Allow students to copy the new words onto small shipping tags and to hook the tags onto a binder ring labeled "My New Words." As they practice, children make a tally mark on the cards when they read the word correctly, without help. When there are 10 marks, they move the card to a ring labeled "Words I Know." Students should practice the cards on the new words ring every day, while the second ring's words get a quick review every other day.

Extend the lesson by asking students to make new sentences about the dogs, using the sight words in new ways.

### **+Go! Play With Color Words**

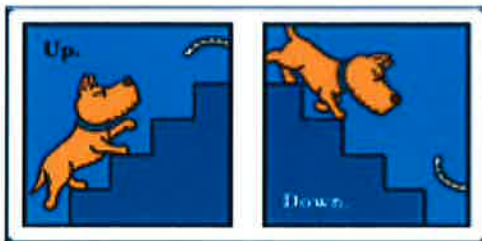
Eastman's story provides a tool to connect some of the colors kindergarteners have learned with their textual representations.

+Use the story to review the colors red, blue, green and yellow. Introduce the words that stand for those colors; print them on an overhead transparency or board in the color named.

+Provide crayons, markers or chalk in several shades of each color.

Have students print the word with the darkest (or lightest) shade, leaving extra space between the letters. As they write, ask them to say the letter name and to read the word aloud when they've written all the letters.

Switching to the next darkest shade, students then trace around each letter, again spelling and reading the word. They repeat this five times, until they've used all of the shades. If you can't find five different shades, provide at least two and allow students to alternate them.



## **Go! Stay! Learning About Opposites**

+The story contains at least eight pairs of antonyms--just right for a little opposites practice. If used prior to reading the book, this activity piques the students' interest and makes them eager to dive into the story.

+Print the words on brightly colored dog shapes and cut them out.

+Display the words so that students see them as they enter the room. Mix them so that you separate antonym pairs.

Ask students to read the words with you. Make sure that they know what each card says.

+Group the children in pairs or triads and ask them to sort the words in any way they think appropriate. You may want to provide small cards sets for them to manipulate.

+Discuss the grouping strategies chosen by the students. Elicit that one way to match them is as opposites, reviewing what that means.

+There are lots of opposites in *Go, Dog. Go!* Make a worksheet with the following information on it. Ask the students if they can match the word on the left to its opposite. Draw a line to each word's opposite.

1. Left	Mean
2. Dark	Young
3. Kind	Low
4. Big	Finish
5. Old	Right
6. High	Future
7. Past	Freeze
8. Melt	Light
9. Start	Cat
10. Dog	Small

### Let's Go Looking for Detail

Show the pictures of the dogs who meet and discuss their taste in hats. Ask how they are the same and how they are different, including not only how the hats themselves change, but also that the male dog starts with no hat and then exchanges for an increasingly elaborate embellishments, as does the female.

Show students the picture of the dogs sleeping and ask, "What is different about one of these dogs?" (There is one small dog that is wide-awake.) Repeat with the one sleeping dog in the next picture.

You can also use the pictures in the story to teach students about how an illustrator indicates motion in still pictures, using the parenthetical shapes and other indicators as examples. Prompt them with "How do we know that the cars are going? How do we know that the dogs are moving?" and other examples.

## **Go Green! Stop Red! Learning About Traffic Safety**

Use the scene with the bird and the traffic lights to introduce a lesson about traffic safety and traffic signs. After discussing the lights in the book, share common safety signs with the children and discuss what they symbolize or warn about.

## **Go, Dog! Take Care of Pet Dogs**

Discuss the dog party picture. Ask students to describe what they see in the picture.

Ask: "What do you see that dogs would not do?" Elicit that, among the other activities, dogs should not be eating cake and ice cream. Talk about some of the physical activities that dogs would not perform, including climbing the ladder.

Steer the conversation to what pets need to thrive, like appropriate food, water, shelter and exercise. Allow students to make mini-posters or dioramas about how to care for a pet dog.

Extend the lesson by sponsoring a pet "food bank" collection. Have students make posters to solicit donations of food, bedding, toys and other needs for a local pet shelter.

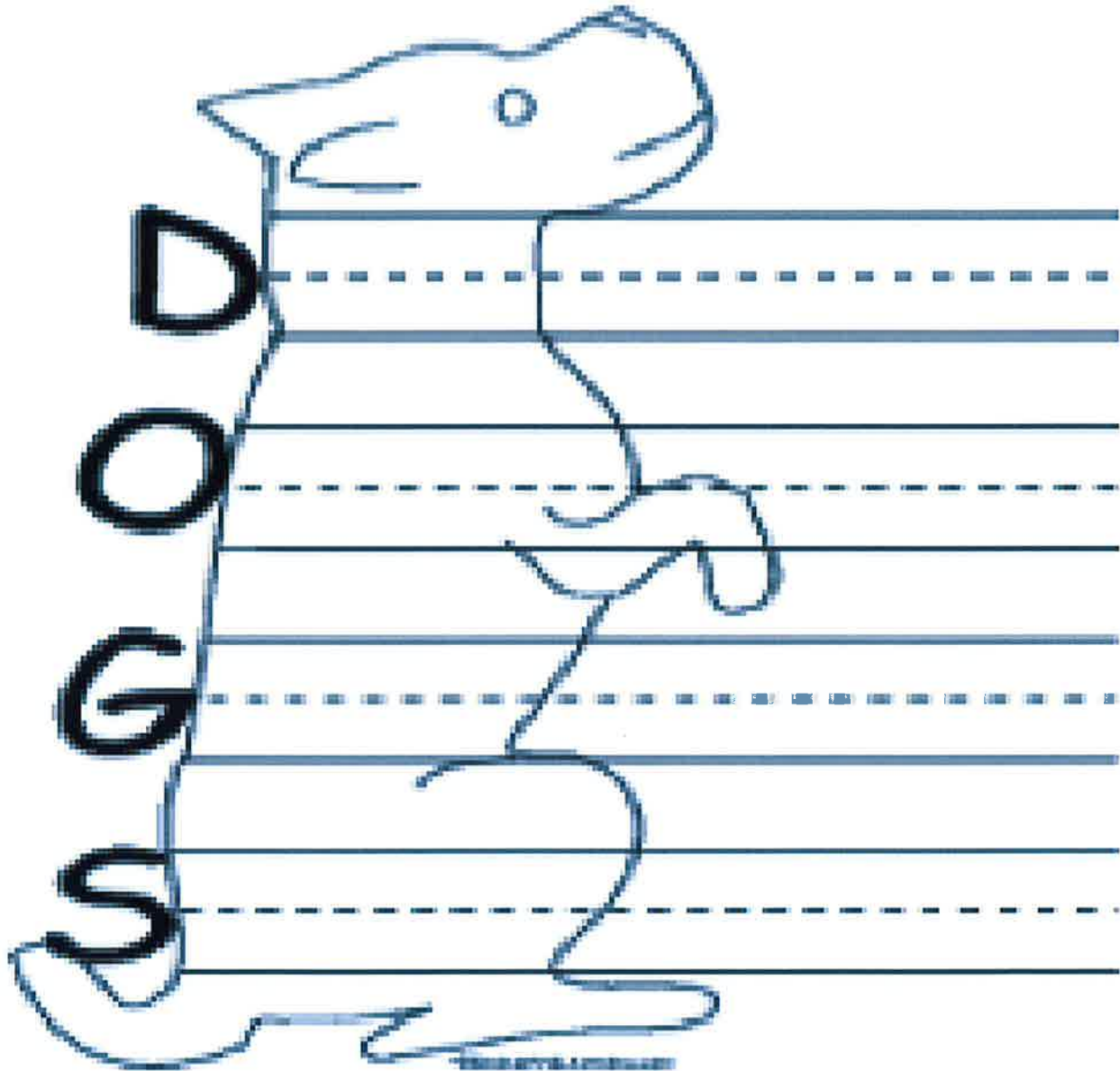
## **Go With Diversity and Hat Fun**

Talk with students about how all the dogs in the story are different from one another, but they still play and work together. Show how looking for things in common--like the hats--helps build friendships.

Collect scraps of ribbon, fabric, yarn and fiber, feathers, beads and other embellishments. Add paint markers to the box and let students decorate ball caps or foam visors to create a look of which the two-hatted dogs might approve.

## Dog Poems

+Writing a poem can be as simple as one word. Using the letters that spell dog, have your students write descriptive words that start with these letters. Then have your students share their poems with their classmates.



+Whether your students have dogs or not, most kids are familiar with their characteristics. Have your students write poems inspired by their own thoughts about dogs. Write a 5 line poem about your favorite dog using this template: 1st line=1 noun, 2nd line=2 adjectives, 3rd line=3 verbs, 4th line=a thought about the noun, 5th line=1synonym for the noun.

Sample poem:

Dog

Sweet crazy

Running, eating, barking

Loves to chew the couch

Hound

## Working Dogs

Have your class research working dogs. Talk to them about all the different ways that dogs help out. What types of dogs are working dogs and what types of work are involved?



## Story Chart

With your students, go through the elements of a story before watching the show. Have them look for these elements while at the show. After they have watched the performance have your students fill in the chart here:

[http://www.kimskorner4teachertalk.com/readingliterature/genres/fable/fable\\_chart.pdf](http://www.kimskorner4teachertalk.com/readingliterature/genres/fable/fable_chart.pdf)

## Post-visit Activities:

**+Lesson: Act It Out Materials:** A space large enough for students to move around feely.

### Part One:

Divide students into four groups and spread them out in the room. Each group chooses a different dog from *GO, DOG. GO!* and creates a noise, sound effect, or physical activity inspired by their dog. The teacher "conducts" the student's sounds and has them slow down, speed up, grow louder, quieter etc. forming a symphony from the play. The students can also take turns guest conducting.

### Part Two:

Keep the students in the same groups as above. Tell the students that the conductor now has the



option of choosing between categories of opposites: big dogs, little dogs, dogs going fast, dogs going slow, dogs up high, dogs down low, etc. As before, when the conductor points to a group and calls out an option, the group responds by creating a vocal and physical activity for their dog. For example, if the conductor says "Dogs Going Slow," the students in that group would move and speak in slow motion.

### **Part Three:**

Expressing emotion. Review the four basic emotions with your students; happy, sad, angry, and scared. Ask them to show each emotion using their face only. Next, have them spread out in the room, standing. Call out each emotion again, but this time, have them express the emotion using their whole body. Now ask the students to imagine that they're dogs. Using their whole bodies, show how dogs would express the four basic emotions.

Because each group performs in turn the other groups have a chance to be an audience. Ask students how it felt to be both a performer and an audience member: How did you feel performing in front of your classmates? What did you think about watching your classmates? Did watching others help you to get new ideas?

## **A Party**

+At the end of *Go, Dog. Go!* the dogs have a party! As a class, plan your own dog party!

Include: Party favors, Snacks, Games, Hats, Tricks

+Have students make dog ears and a special "Hattie Hat" for the party.

You can also plan a dog parade where students get a chance to show off their hats and dog costumes!



### **Dog Party Race:**

**Activity Goal:** Children will participate in relay races that demonstrate that the race is not always won by the biggest or fastest dog.

**Materials:** • Hard-boiled eggs • Spoons • Cotton Balls

*Procedure:*

- 1 Choose one or more of the following examples of fun relay races to play inside.
- 2 Rolling a hard-boiled egg across the floor with your nose.
- 3 Carry a cotton ball in a spoon while holding the spoon handle between your teeth from one point to another.

## **OTHER FUN STUFF FOR THE CLASSROOM:**

- +Compare/contrast how real dogs move and how the dogs in the play moved.
- +Look for those images when watching the play. How are they similar to the book? How to they differ?
- +*Go Dog Go* is a play that relies heavily on the physical movement of the actors to tell the story. The actor's tools are the body, mind, voice, concentration and imagination. When working on physicality it can be much more challenging to convey emotion and story without words. Discuss how the actors used their tools to tell the story? How did the music enhance the story? How important is comedic timing in this show?
- +What was the silliest thing you saw one of the dogs do in the play?
- +Make a list of all the things that the dogs did in this play.
- +Who were the characters in the play? How were they different from each other?
- +Which was your favorite character and why?
- +There are many kinds of dogs in this story. If you could be any kind of dog, what kind would you be? Draw yourself as a dog and explain your picture.
- +Do you think this story is fiction or non-fiction? Explain your answer.
- +What was your favorite song in the show?
- +Why does MC Dog change his mind about Hattie's hat at the end of the play?
- +Make a list of all the props used in the play.
- +How did the props help tell the story? Draw pictures to help explain what you saw.
- +How did the actors use the same props to be many different things? Can you pick an object in your classroom and use it for many different things?

- +Talk about the costumes. How did they help you enjoy the play?
- +How did the music help tell the story?
- +What if dogs could do things that humans do? What would your pet want to do?
- +Why do you think Hattie's hats kept getting bigger and bigger?
- +How is this play like the book? How is this play different from the book?
- +If you were going to make a play from this book, what would you do different?
  - +How would you sing if you were a dog? Can dogs sing? Have you heard them?
  - +How would a dog sing differently if it was tired? Happy? Hungry and thirsty Ready to party?
- +How would a dog dance? Have you seen a dog dance?
- +Can dogs swim? Have you ever seen a dog dance in the water?
- +Have you seen a dog dance with a hat? How would a dog dance with a hat, if it could?
- +How would you show people you were a dog if you couldn't make any noise at all? How would you feel if you suddenly had a tail? What would you do with it? Would it get in the way?
- +Much of **Go, Dog. Go!** is done in pantomime. Discuss the meaning of the word pantomime (communication by means of gesture and facial expression)

The telling of a story without words, by means of bodily movements, gestures, and facial expressions.

A play, dance, or other theatrical performance characterized by such wordless storytelling. Have your students plan individual or group scenes to pantomime. Use a picture book as a starting point, or create your own scenes.

Visit <http://www.childdrama.com/mainframe.html> and click on **LESSON PLANS** for many ideas for pantomime, improvisation, role playing ideas to get your students started thinking about creative drama.

- + Investigate other means of communication than speaking. Pantomime is one, sign language is another. Have students learn one or two lines from a book in sign language, many ideas for pantomime, improvisation, role playing ideas to get your students started thinking about creative drama. [www.lifepprint.com](http://www.lifepprint.com) is a site that demonstrates each sign online. [www.handspeak.com](http://www.handspeak.com) is

another.

+One of the events in the performance is a parade. A parade is often held in celebration of something or someone. What kind of parade could your class arrange? If it's close to a holiday or major sporting event, that may work fine. But what else could they celebrate? Lost teeth? A reading parade? Be creative! For some parade ideas, visit <http://betterkidcare.psu.edu/AngelUnits/OneHour/Parade/Paradelesson.html> scroll half way down the page.

+ In the performance, the dogs swim in a synchronized manner. Discuss the meaning of synchronized (to occur at the same time; be simultaneous). What else could your class do in this same manner? Brainstorm ideas. Compile an interactive writing list of these ideas. In small groups have students choose one idea, practice and share their new synchronized skill.

+ The dogs had a difficult time going to sleep. What do your students do when they can't go to sleep?

+Pantomime their favorite way to go to sleep.

+Write a letter to MC Dog offering advice on how to go to sleep.

+Make a class book in the shape of a bed on ways to go to sleep, or a class book about what else your students do when they cannot go to sleep.

+ Questions to discuss, draw or journal about:

If you could be any kind of dog, what would you be? Why? Give your dog self a dog name. Tell how you are like the dog you chose and how being that dog might make you very different than you are. Draw yourselves as dogs and share your pictures and thoughts with your class. This could then make a great class mural.

If a dog could really drive a car, how would you design a car for a dog to drive?

If you were a travel agent, what kind of trip would you plan for a dog?

If you were a cat, would you come to see this play?

+Investigate the word *GO*. You can go to town. You can go crazy. You can go for broke. You can go-go dance. Have your students use the word in as many ways as they can. Write sentences. Start a paragraph with "What if I could go..." Make this an interactive writing piece or a class book.

+Have each student choose an animal, a pet, a squirrel; make a story about it. Give it a name. Draw it, and then tell the class about it. What do you imagine your animal might do to make a living? What kind of restaurants would be its favorite? What hobby? As a final project, have students choose a way to display their story. They could write it, make a pop up book, act out the information or sing a song. For information on pop up books, see [www.hawcockbooks.co.uk](http://www.hawcockbooks.co.uk) or <http://www.makersgallery.com/joanirvine/howto.html>.

+Design a hat for Hattie. Hattie asks over and over again if MC Dog likes her hat. Create a hat that even MC Dog won't be able to resist. Create real hats or draw on paper.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 5, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Susi Bains, Wild Iris

**SUBJECT** Proclamations Designating the Month of April, 2016 as Sexual Assault Awareness Month and Child Abuse Prevention Month

**AGENDA DESCRIPTION:**

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

April is nationally recognized as Sexual Assault Awareness Month and Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence and child abuse, and is asking the Board of Supervisors to approve official proclamations to recognize April as Sexual Assault Awareness Month and Child Abuse Prevention Month. This item has been approved for placement onto the agenda by Chairman Stump.

**RECOMMENDED ACTION:**

Approve Proclamations.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@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
<a href="#">Staff Report</a>
<a href="#">CAPM Proclamation</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/28/2016 6:09 PM	County Administrative Office	Yes
3/24/2016 4:13 PM	County Counsel	Yes
3/28/2016 8:59 AM	Finance	Yes



Larry Johnston~District One    Fred Stump~ District Two    Tim Alpers ~ District Three  
Tim Fesko ~ District Four    Stacy Corless ~ 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:        Helen Nunn, Sr. Deputy Clerk

DATE:        April 5, 2016

### **Subject**

Proclamation designating the Month of April, 2016 as Sexual Assault Awareness Month and Child Abuse Prevention Month.

### **Recommendation**

Approve Proclamations.

### **Discussion**

April is nationally recognized as Sexual Assault Awareness Month and Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence and child abuse, and is asking the Board of Supervisors to approve official proclamations to recognize April as Sexual Assault Awareness Month and Child Abuse Prevention Month. This item has been approved for placement onto the agenda by Chairman Stump.

### **Fiscal Impact**

None.



**A PROCLAMATION OF THE  
MONO COUNTY BOARD OF SUPERVISORS  
RECOGNIZING CHILD ABUSE PREVENTION MONTH**

**WHEREAS**, children are vital to our community's future success and quality of life as well as being our most vulnerable assets;

**WHEREAS**, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

**WHEREAS**, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

**WHEREAS**, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope;

**WHEREAS**, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

**WHEREAS**, child abuse and neglect can be reduced in Mono County by making sure each family has the support they need in raising their children in a safe, nurturing environment;

**WHEREAS**, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

**WHEREAS**, Wild Iris has set an important example of how forging collaborative relationships among service agencies and organizations serves to improve the quality of service for those profoundly and directly affected by child abuse, thus providing a model for how the rest of the community might work together to speak out and find solutions to end child abuse;

**WHEREAS**, Wild Iris requests public support and assistance as it continues its effort to bring real hope for ending child abuse in Mono County and creating a future where all children can live free from abuse;

**NOW THEREFORE**, in recognition of the important work done by Wild Iris and all victims' service providers, let it be resolved that the Mono County Board of Supervisors proclaims April, 2016, as Child Abuse Prevention Month.

**PROCLAIMED** this 5th day of April, 2016 by the Mono County Board of Supervisors.

---

**Fred Stump, Chairman  
Supervisor, District Two**

---

**Larry K. Johnston  
Supervisor, District One**

---

**Tim Alpers  
Supervisor, District Two**

---

**Timothy E. Fesko  
Supervisor, District Four**

---

**Stacy Corless  
Supervisor, District Five**

***A PROCLAMATION OF THE  
MONO COUNTY BOARD OF SUPERVISORS  
RECOGNIZING SEXUAL ASSAULT AWARENESS MONTH***

**WHEREAS**, rape, sexual assault and sexual harassment harm our community, and statistics show that 1 in 5 women and 1 in 71 men will experience sexual assault during their lifetime;

**WHEREAS**, child sexual abuse prevention must be a priority to confront the reality that 1 in 6 boys and 1 in 4 girls will experience a sexual assault before age 18;

**WHEREAS**, young people experience heightened rates of sexual violence, and youth ages 12-17 are 2.5 times as likely to be victims of rape or sexual assault;

**WHEREAS**, on campus, 1 in 5 women and 1 in 16 men are sexually assaulted during their time in college;

**WHEREAS**, survivors should have help to find the compassion, comfort, and healing they need, and sexual abusers should be punished to the full extent of the law;

**WHEREAS**, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can heal from the abuse;

**WHEREAS**, it is important to recognize the compassion and dedication of the individuals who provide services to victims of sexual assault and work to increase public understanding of this significant problem;

**WHEREAS**, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions;

**WHEREAS**, prevention is possible through education, awareness and community involvement;

**WHEREAS**, it is time for all residents of Mono County to take action to create a safer environment for all and make ending sexual assault a priority;

**WHEREAS**, Wild Iris requests all residents of Mono County pledge to join advocates and communities across the county in taking action to prevent sexual violence;

**NOW THEREFORE**, in recognition of the important work done by Wild Iris and all victims' service providers, let it be resolved that the Mono County Board of Supervisors proclaims April, 2016, as Sexual Assault Awareness Month.

**PROCLAIMED** this 5th day of April, 2016 by the Mono County Board of Supervisors.

---

**Fred Stump, Chairman  
Supervisor, District Two**

---

**Larry K. Johnston  
Supervisor, District One**

---

**Tim Alpers  
Supervisor, District Two**

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**Timothy E. Fesko  
Supervisor, District Four**

---

**Stacy Corless  
Supervisor, District Five**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Public Works - Engineering Division**

**TIME REQUIRED** 20 minutes (10 minute presentation;  
10 minute discussion) **PERSONS APPEARING** Garrett Higerd

**SUBJECT** Stock Drive Realignment Project  
CEQA Approval and Bid Documents **BEFORE THE BOARD**

---

### AGENDA DESCRIPTION:

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

Realignment of Stock Drive and reconstruction of the Court Street/State Highway 182 intersection.

[To view attachments associated with this item, please click here.](#)

---

### RECOMMENDED ACTION:

1. Approve and adopt Mitigated Negative Declaration (MND) for the Stock Drive Realignment Project, including the Mitigation Monitoring and Reporting Program prepared by Mono County, finding on the basis of the whole record that there is no substantial evidence that the project will have a significant effect on the environment; that the MND reflects Mono County's independent judgment and analysis; and that the record will reside with the Mono County Clerk. 2. Approve bid package, including the project manual and project plans, for the Stock Drive Realignment Project. Authorize the Public Works Director to make such minor revisions or corrections as may be required by the Federal Aviation Administration and approved by County Counsel, advertise an Invitation for Bids and issue the project for bid. Provide any desired direction to staff.

---

### FISCAL IMPACT:

This project is funded by a Federal Aviation Administration (FAA) grant covering 90% of the cost of construction and engineering, a California Department of Transportation - Division of Aeronautics matching grant covering approximately 4.5% of the cost of construction and engineering, and Airport Enterprise Fund revenues covering the remainder. The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The total project cost is estimated to be \$506,400. The impact to the Airport Enterprise Fund is expected to be \$74,157 and is included in the approved budget.

---

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760-924-1802 /

---

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
3/30/2016 9:48 AM	County Administrative Office	Yes
3/30/2016 1:58 PM	County Counsel	Yes
3/29/2016 6:18 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** April 5, 2016  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Assistant Public Works Director  
**Re:** Stock Drive Realignment Project CEQA Approval and Bid Documents

## Recommended Action:

1. Approve and adopt Mitigated Negative Declaration (MND) for the Stock Drive Realignment Project, including the Mitigation Monitoring and Reporting Program prepared by Mono County, finding on the basis of the whole record that there is no substantial evidence that the project will have a significant effect on the environment; that the MND reflects Mono County's independent judgment and analysis; and that the record will reside with the Mono County Clerk.
2. Approve bid package, including the project manual and project plans, for the Stock Drive Realignment Project. Authorize the Public Works Director, to make such minor revisions or corrections as may be required by the Federal Aviation Administration and approved by County Counsel, advertise an Invitation for Bids and issue the project for bid. Provide any desired direction to staff.

## Fiscal Impact:

This project is funded by a Federal Aviation Administration (FAA) grant covering 90% of the cost of construction and engineering, a California Department of Transportation - Division of Aeronautics matching grant covering approximately 4.5% of the cost of construction and engineering, and Airport Enterprise Fund revenues covering the remainder. The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The total project cost is estimated to be \$506,400. The impact to the Airport Enterprise Fund is expected to be \$74,157.

A summary follows:

### Construction & Engineering Costs:

FAA Grant Funding Application	\$411,660
Potential State Match Grant	20,583
Estimated Airport Fund Match	<u>25,157</u>
Total Construction and Engineering Costs	\$457,400

Right of Way Acquisition & Environmental Costs (Airport Fund):

Environmental Surveys & Permit Fees	10,000
Adams 0.30 acres	30,000
Surveying	5,000
Preliminary Title Reports	<u>4,000</u>
Total Right of Way Acquisition & Env. Costs	\$49,000
Total Project Costs	\$506,400

**Background:**

The Stock Drive Realignment Project will realign approximately 575 linear feet of Stock Drive and Court Street adjacent to the southern property boundary of Bryant Field. Both roadways are public streets which provide access to the airport and to the community of Bridgeport. The completed project will move a portion of Stock Drive so that a 15-foot high vehicle traveling on Stock Drive will not penetrate the Part 77 approach and departure surfaces for Runway 34 and reconstruct the Court Street/State Highway 182 intersection.

The project requires the acquisition of approximately 0.30-acres of land from the Adams parcel (APN 08-111-12) and a lot-line-adjustment that will adjust the shape of the Ventura Hotel Corporation parcel (APN 08-111-13) for the ROW to realign Stock Drive so that a 15-foot high vehicle traveling on Stock Drive will not penetrate the Part 77 approach and departure surfaces for Runway 34.

In July of 2011, an Initial Study (IS) for this project was prepared and distributed in accordance with CEQA guidelines. The distribution of that IS generated comments from agencies that were reviewed, and duly considered at the time. Due to funding issues and budget priorities, the project was tabled and the CEQA document that had been prepared and circulated was never approved. The County has now redesigned the project and developed additional mitigations to address agency comments. A new IS-MND has been prepared and can be reviewed in its entirety at <http://monocounty.ca.gov/meetings>. The document was recirculated for any additional agency comments and the comment period closed on February 26, 2016. Only one comment letter was received from Caltrans and their comments are incorporated into the project.

On December 21, 2015, a grant application was submitted to the FAA for this project. We expect the FAA to submit a formal grant offer in mid-May after bids are received. Match grants are sometimes available through the Caltrans Division of Aeronautics, which could reduce the County match from 10% down to approximately 5.5%.

Project plans, specifications, and bid documents have been prepared in consultation with Reinard W. Brandley Consulting Airport Engineer for this project and can be reviewed in their entirety at <http://monocounty.ca.gov/meetings>. Approval of the bid documents will allow advertising to take place. If grant funds are released as expected, and right-of-way acquisitions are finalized, the project will be completed during the 2016 construction season.

Please contact me at 760.924.1802 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE  
Assistant Public Works Director

Attachments: Initial Study (IS) and Mitigated Negative Declaration (MND)  
(available at <http://monocounty.ca.gov/meetings>)  
Project Manual (available at <http://monocounty.ca.gov/meetings>)  
Project Plans (available at <http://monocounty.ca.gov/meetings>)



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 5, 2016

**TIME REQUIRED**

**SUBJECT** Closed Session--Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. 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:**

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

**History**

Time

Who

Approval





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 5, 2016

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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No Attachments Available

**History**

Time	Who	Approval
3/30/2016 4:45 AM	County Administrative Office	Yes
3/29/2016 10:40 PM	County Counsel	Yes
3/30/2016 9:32 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 5, 2016

**TIME REQUIRED**

**SUBJECT** Closed Session: Workers  
Compensation

**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 Erin Larrison.

**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
3/25/2016 4:28 PM	County Administrative Office	Yes
3/21/2016 1:50 PM	County Counsel	Yes
3/28/2016 8:15 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 5, 2016

**TIME REQUIRED**

**SUBJECT** Closed Session - Real Property  
Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property 1: A portion of APN 008-111-012, Bridgeport. Agency negotiator: Garrett Higerd. Negotiating parties: Mono County and Lester G. Adams and Jean D. Adams Survivor's Trust. Under negotiation: Price.

Property 2: A portion of APN 008-111-013, Bridgeport. Agency negotiator: Garrett Higerd. Negotiating parties: Mono County and Ventura Hotel Corp. Under negotiation: Price.

**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:**

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

**History**

Time

Who

Approval

3/30/2016 4:45 AM	County Administrative Office	Yes
3/29/2016 10:31 AM	County Counsel	Yes
3/29/2016 12:02 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 5, 2016

**TIME REQUIRED**

**SUBJECT** Closed Session-- Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Finance Director.

**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:**

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

**History**

Time	Who	Approval
3/28/2016 6:01 AM	County Administrative Office	Yes
3/29/2016 10:32 AM	County Counsel	Yes
3/28/2016 8:14 AM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Public Works - Engineering Division**

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

**SUBJECT** Intention to Sell County-Owned Real Property Adjacent to Court Street in Bridgeport

### AGENDA DESCRIPTION:

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

This land sale is related to the Lot-Line-Adjustment needed for the Stock Drive Realignment Project.

### RECOMMENDED ACTION:

Approve and Authorize the Chairman's signature on Resolution #R16-\_\_\_\_ "A Resolution of the Mono County Board of Supervisors declaring its intention to sell certain county-owned real property (excess right-of-way along Court Street in Bridgeport) and specifying the terms and procedures for said sale." (2/3 vote required).

### FISCAL IMPACT:

The minimum sale price is \$3,288.00 and is based on a fair market valuation prepared by Barry Beck, Mono County Assessor. This revenue would partially offset funds that have already been expended for surveying and title services.

**CONTACT NAME:** Garrett Higerd

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Staff report and exhibits](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/30/2016 5:37 AM	County Administrative Office	Yes
3/30/2016 9:52 AM	County Counsel	Yes
3/28/2016 9:12 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** April 5, 2016

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Garrett Higerd, Assistant Public Works Director

**Re:** Intention to Sell County-Owned Real Property Adjacent to Court Street in Bridgeport

**Recommended Action:**

Approve and Authorize the Chairman's signature on Resolution No. 16-\_\_\_\_ "A Resolution of the Mono County Board of Supervisors declaring its intention to sell certain county-owned real property (excess right-of-way along Court Street in Bridgeport) and specifying the terms and procedures for said sale." (2/3 vote required).

**Fiscal Impact:**

The minimum sale price is \$3,288.00 and is based on a fair market valuation prepared by Barry Beck, Mono County Assessor. This revenue would partially offset funds that have already been expended for surveying and title services.

**Background:**

This land sale is related to the Lot-Line-Adjustment needed for the Stock Drive Realignment Project. The project will realign approximately 575 linear feet of Stock Drive and Court Street adjacent to the southern property boundary of Bryant Field. Both roadways are public streets which provide access to the airport and to the community of Bridgeport. The completed project will move a portion of Stock Drive so that a 15-foot high vehicle traveling on Stock Drive will not penetrate the Part 77 approach and departure surfaces for Runway 34 and reconstruct the Court Street/State Highway 182 intersection.

The proposed resolution would declare the County's intention to sell this property, as required by and pursuant to Government Code section 25525, and specify the terms and procedures for the proposed sale. Please contact me at 760.924.1802 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,

Garrett Higerd, PE  
Assistant Public Works Director

Attachments: Resolution of Intention to Sell Property  
Exhibit A – Excess Right-of-Way along Court Street





RESOLUTION NO. R16-\_\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
DECLARING ITS INTENTION TO SELL CERTAIN COUNTY-OWNED  
REAL PROPERTY (EXCESS RIGHT-OF-WAY ALONG COURT STREET  
IN BRIDGEPORT) AND SPECIFYING THE TERMS AND  
PROCEDURES FOR SAID SALE**

**WHEREAS**, the County owns certain real property in Bridgeport, California consisting of approximately 2,388 square feet adjacent to Court Street, which is specifically described in Exhibit A, attached hereto and incorporated by this reference (the "Court Street Property"); and

**WHEREAS**, the Court Street Property is not needed for County purposes (now or in the future) and the County wishes to sell it in accordance with the requirements of Government Code sections 25520 et seq.; and

**WHEREAS**, the Court Street Property is not within an area of statewide, regional, or areawide concern, as defined in 14 CCR § 15206(b)(4) and the sale is exempt from review under the California Environmental Quality Act (CEQA) in accordance with 14 CCR § 15312 (Class 12); and

**WHEREAS**, through this resolution of intention, the Board wishes to invite and consider bids for the purchase of the Court Street Property pursuant to the process herein;

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

**SECTION ONE:** The above recitals are hereby adopted as findings of the Board.

**SECTION TWO:** Pursuant to Government Code section 25526, by a two-thirds vote of all its members, the Board of Supervisors hereby declares its intention to sell that real property owned by the County, described in Exhibit A attached hereto ("the Court Street Property").

**SECTION THREE:** This Resolution shall be posted and published in the manner required by law, and shall constitute the notice of the offer of the real property for sale on the following terms and conditions:

- Bids are to be made in writing and must be received on or before 3:30 p.m. on Tuesday, May 3, 2016. The Bids must be in a sealed envelope marked "Court Street Property Bid," which shall be mailed or delivered in another envelope addressed to the Clerk of the Board of Supervisors, Courthouse Annex I, P.O. Box 715, Bridgeport, CA 93517.
- A bid must be signed by the person or entity on whose behalf the proposal is submitted.
- At the date and time specified above, and during the Board of Supervisors' regular meeting in its Board Chambers in the Bridgeport Courthouse in Bridgeport, California, the Clerk of the Board will open the proposals. Thereafter, the Chair of the Board of Supervisors will call for oral bids. An oral bid will be accepted only:

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- If it is at least 5% higher than the highest sealed bid; and,
  - If it is reduced to writing and signed by the person on whose behalf the bid is made or the duly authorized agent (who shall possess sufficient written proof of agency); and,
  - In the case of a bid following the first oral bid, if it is at least \$1,000 higher than the last oral bid.
- All sealed proposals shall be accompanied by a money order or cashier’s check in the amount of one thousand dollars (\$1,000) as a guarantee that the bidder will, if the bid is accepted, purchase the property. If the successful bidder fails to purchase the property, the \$1,000 shall be retained by the County as damages for failure to purchase in accordance with the bid. Money tendered by an unsuccessful bidder shall be returned within thirty (30) days after the successful bid is accepted. If an oral proposal is the highest bid, then \$1,000 must accompany such bid when it is reduced to writing and signed by the bidder.
  - The County reserves the right to reject any and all bids and to waive irregularities in any bid received.
  - The minimum price is three thousand two hundred and eighty-eight Dollars (\$3,288.00). No written or oral bid below that amount will be considered.
  - The County will not pay a broker’s or agent’s commission. All amounts specified herein shall be exclusive of any commission the bidder may elect to pay to a broker.
  - Payment of any amount due shall be in cash, lawful money of the United States, at the close of escrow. The bid security of \$1,000 set forth above shall be applied to the purchase price.
  - The Title Company shall be selected by the County. The escrow shall close, title shall pass, and possession shall be delivered within 30 days after the date of acceptance by the Board of Supervisors of the successful bid. Closing costs shall be borne by the County and the purchaser in the manner customary in the purchase and sale of real property in the County of Mono.
  - The County will convey all right title, and interest which it owns in the property and title conveyed shall be subject to all liens and encumbrances, easements, rights of way, taxes and assessments, if any, and deed and tract covenants, conditions, and restrictions, whether recorded or not.

**PASSED, APPROVED and ADOPTED** this 5<sup>th</sup> day of April, 2016, by the following vote, to

wit:

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

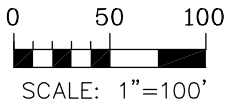
\_\_\_\_\_  
Fred Stump, Chair  
Mono County Board of Supervisors

ATTEST:

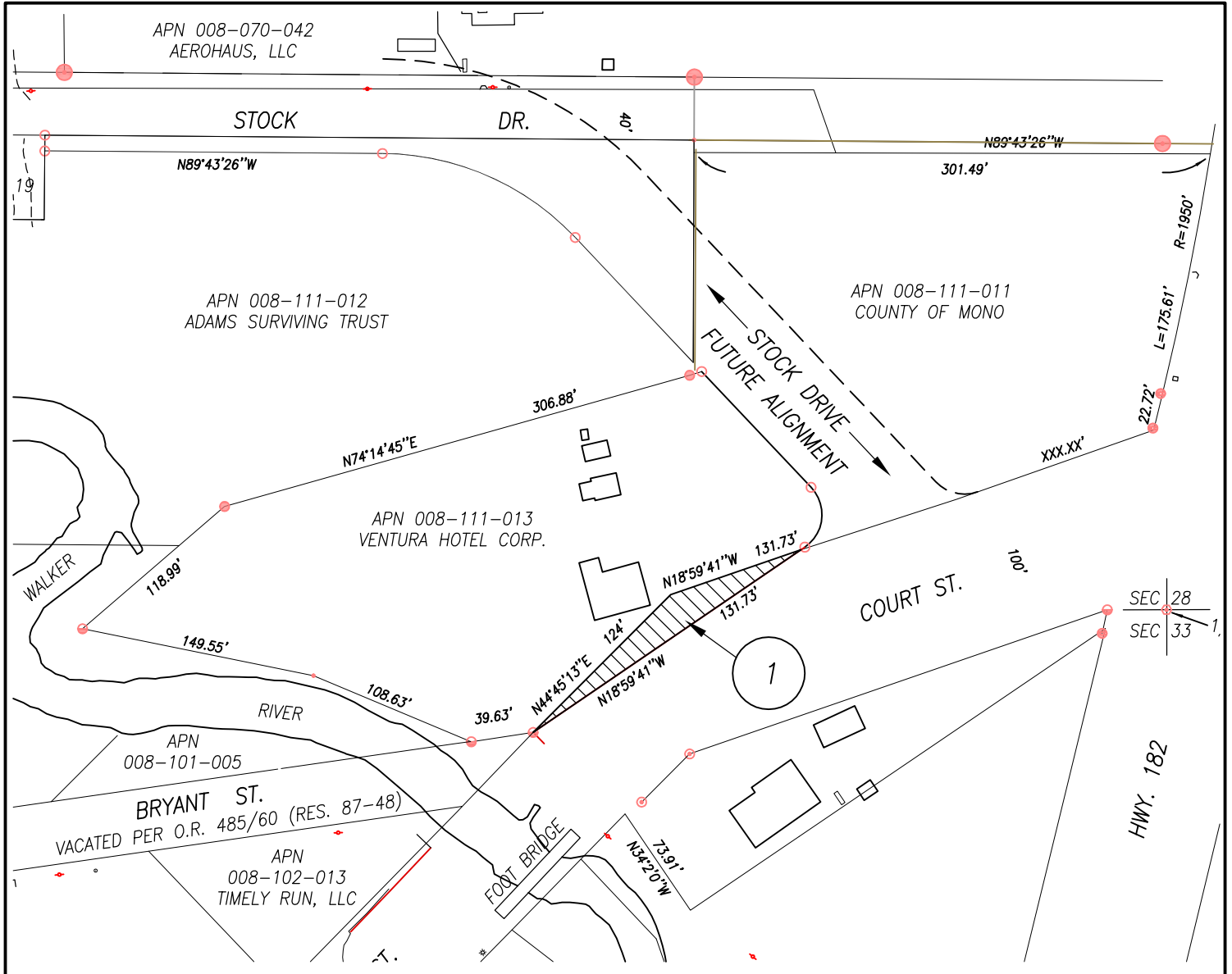
APPROVED AS TO FORM:

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

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



## EXHIBIT A EXCESS RIGHT-OF-WAY ALONG COURT STREET



BEING PARCELS OF LAND BEING LOCATED IN PORTIONS OF THE S 1/2 OF THE SE 1/4 OF SECTION 28  
AND THE N 1/2 OF THE NW 1/4 OF SECTION 33, T.5N., R.25E., M.D.B.&M.

① LAND FOR SALE = 2,388 S.F. (0.055 ACRES)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 5, 2016

**Departments: Public Works - Engineering Division**

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

**SUBJECT** Stock Drive Realignment Project – Right-of-Way Acquisition

### AGENDA DESCRIPTION:

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

Acquisition of 0.30 acres of land for road right-of-way for the Stock Drive Realignment Project.

### RECOMMENDED ACTION:

Adopt Resolution #R16-\_\_\_\_, authorizing the Public Works Director to execute purchase agreement and accept and consent to recordation of a record of survey and deed for the acquisition of .30 acres of land from APN 08-111-12, necessary for the realignment of Stock Drive near Bryant Field in Bridgeport. Waive all associated fees.

### FISCAL IMPACT:

The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The impact to the Airport Enterprise Fund is \$30,000 to acquire land and approximately \$7,000 in surveying, title, and escrow fees.

**CONTACT NAME:** Garrett Higerd

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[staff report and exhibits](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/30/2016 9:56 AM	County Administrative Office	Yes
3/29/2016 10:49 PM	County Counsel	Yes
3/28/2016 9:14 AM	Finance	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

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

**Date:** April 5, 2016  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Assistant Public Works Director  
**Re:** Stock Drive Realignment Project – Right-of-Way Acquisition

**Recommended Action:**

Adopt resolution R16-\_\_\_\_ authorizing the Public Works Director to execute purchase agreement and accept and consent to recordation of a record of survey and deed for the acquisition of .30 acres of land from APN 08-111-12, necessary for the realignment of Stock Drive near Bryant Field in Bridgeport. Waive all associated fees.

**Fiscal Impact:**

The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The impact to the Airport Enterprise Fund is \$30,000 to acquire land and approximately \$7,000 in surveying, title, and escrow fees.

**Background:**

The Stock Drive Realignment Project will realign approximately 575 linear feet of Stock Drive and Court Street adjacent to the southern property boundary of Bryant Field. Both roadways are public streets which provide access to the airport and to the community of Bridgeport. The completed project will move a portion of Stock Drive so that a 15-foot high vehicle traveling on Stock Drive will not penetrate the Part 77 approach and departure surfaces for Runway 34 and reconstruct the Court Street/State Highway 182 intersection. An Initial Study and Mitigated Negative Declaration has been prepared and adopted for this project.

The project requires the division of APN 08-111-12 into two parcels, one comprising the .30-acre area to be acquired by the County; the approval by the property owner and the County of a Purchase and Sale Agreement governing the terms of the transaction; the acceptance and recordation of a deed transferring the .30 acres to the County; and any incidental and related actions or approvals (such as approval of escrow instructions, recording a Record of Survey, etc.) that may be necessary to complete the transaction. The proposed resolution attached would approve and authorize the Public Works Director to execute a Purchase and Sale Agreement, execute a Certificate of Acceptance for .30 acres, and take such other incidental and related actions as are necessary to complete the property purchase.

Please contact me at 760.924.1802 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE  
Assistant Public Works Director

Attachments: Resolution Authorizing Public Works Director Approval of Right-of-Way Acquisition  
Exhibit 1 – Purchase and Sale Agreement  
Exhibit 2 – Sample Certificate of Acceptance



RESOLUTION NO. R16-\_\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE  
A PURCHASE AGREEMENT AND ACCEPT AND CONSENT TO RECORDATION  
OF A DEED FOR THE ACQUISITION OF .30 ACRES OF LAND FROM APN 08-111-12  
NECESSARY FOR THE REALIGNMENT OF STOCK DRIVE NEAR  
BRYANT FIELD AIRPORT IN BRIDGEPORT**

**WHEREAS**, Stock Drive, near Bryant Field Airport in Bridgeport, requires realignment in order to provide travel capacity for a 15-foot-high vehicle without penetrating the Part 77 approach and departure surfaces of runway 34; and

**WHEREAS**, to accommodate the realignment, the County desires to acquire a .30-acre portion of APN 08-111-12 (hereinafter the "Property"); and

**WHEREAS**, The .30-acre portion of the Property to be acquired by the County is hereinafter referred to as the "Parcel") and is described in the Purchase and Sale Agreement attached hereto as Exhibit A and incorporated by this reference; and

**WHEREAS**, in accordance with Government Code section 66426.5 (part of the Subdivision Map Act) a parcel map is not required for a division of land for sale to a governmental entity, unless required by public policy considerations; and

**WHEREAS**, the proposed division of land has been reviewed by Mono County Land Development Technical Advisory Committee (LDTAC), consisting of the Mono County Public Works, Environmental Health, and Planning Departments; the LDTAC identified no public policy justification for the preparation of a parcel map; and

**WHEREAS**, the Property's owner, the Lester G. Adams and Jean D. Adams Survivor's Trust, (hereinafter "Seller") wishes to sell the Parcel to County, and County wishes to purchase the Parcel, in accordance with the terms and conditions set forth in Exhibit 1; and

**WHEREAS**, under California Law, the Board of Supervisors may delegate to a County officer the authority to execute agreements and related documents and may authorize one or more officers to accept and consent to the recordation of a deed or grant transferring property to the County; and

**WHEREAS**, the Board of Supervisors wishes to authorize the Public Works Director to execute the Purchase and Sale Agreement set forth as Exhibit 1, to accept and consent to the recordation of a deed transferring the Parcel to the County, and take such other necessary and incidental actions as may necessary to complete the purchase;

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

**SECTION ONE:** The Board of Supervisors finds and determines that public policy does not require the preparation of a parcel map and that the activities authorized by this Resolution were



1 analyzed as part of the Mitigated Negative Declaration for the Stock Drive Realignment Project  
2 adopted by the Board of Supervisors on April 5, 2016.

3 **SECTION TWO:** The Public Works Director is hereby authorized to execute a Purchase and  
4 Sale Agreement for the Parcel substantially in the form set forth as Exhibit A, with such minor changes  
5 or corrections as may be approved by County Counsel.

6 **SECTION THREE:** Pursuant to Government Code Section 27281, the Public Works Director  
7 is further authorized to sign a Certificate of Acceptance (substantially in the form set forth in Exhibit 2,  
8 attached hereto and incorporated by this reference) for conveyance of the Parcel to the County.

9 **SECTION FOUR:** The Public Works Director is further authorized to take such other actions  
10 (e.g., releasing funds, executing escrow documents, approving and consenting to the recordation of a  
11 Record of Survey) as may be necessary to close escrow on the purchase.

12 **PASSED, APPROVED and ADOPTED** this 5<sup>th</sup> day of April, 2016, by the following vote, to  
13 wit:

14 **AYES:**  
15 **NOES:**  
16 **ABSENT:**  
17 **ABSTAIN:**

18 \_\_\_\_\_  
19 Fred Stump, Chair  
20 Mono County Board of Supervisors

21 ATTEST:

22 APPROVED AS TO FORM:

23 \_\_\_\_\_  
24 Clerk of the Board

25 \_\_\_\_\_  
26 County Counsel

27 Attachments:  
28 Exhibit 1 – Draft Purchase and Sale Agreement  
Exhibit 2 – Certificate of Acceptance

# EXHIBIT 1

## AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this "Agreement") dated April 5, 2016, for reference purposes, is made by and between the Lester G. Adams and Jean D. Adams Survivor's Trust, ("the Seller") and the COUNTY OF MONO, a political subdivision of the State of California ("County").

### RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are set forth below. All notices shall be in writing and delivered by first class mail, postage paid.

The Seller:

**Lester G. Adams and Jean D. Adams  
Survivor's Trust  
P.O. Box 26119  
Las Vegas, NV 89126-0119  
Attn: Vicki Kay Paulbick, Trustee**

County:

**County of Mono  
Department of Public Works  
Post Office Box 457  
Bridgeport, California 93517  
Attn: Garrett Higerd, Assistant  
Director  
Tel: (760) 932-5440  
ghigerd@mono.ca.gov**

B. The Seller is the current owner of real property, which is described as Assessor's Parcel Number 008-111-012-000, located adjacent to County-owned land at the Bryant Field Airport in Bridgeport, California ("the Parcel"). County is aware of the existence of (and is a party to) the *United States of America v. Walker River Irrigation District, et al.* currently before the 9<sup>th</sup> Circuit Court of Appeals.

C. The County has interest in acquiring a portion (approximately 0.30 acres) of the Parcel owned by the Seller and situated adjacent to Stock Drive, inclusive of any and all timber, oil, gas and minerals and water located thereon and all rights appurtenant thereto (referred to hereinafter as the "Property"). The Property is the subject of this Agreement. The Property is more fully described in Exhibit "A" attached

# EXHIBIT 1

hereto and incorporated herein by reference; it is also depicted in the site plan attached hereto as Exhibit "B," and incorporated herein by reference.

D. The County's interest in acquiring the Property is for the purpose of realigning the adjacent Stock Drive in order to increase safety at the Bryant Field Airport, pursuant to Federal Aviation Administration (FAA) guidelines.

E. It is the intent of this agreement to provide the process, terms, and conditions for the purchase and sale of the Property.

## TERMS AND CONDITIONS

The Parties agree as follows:

### 1. Purchase and Sale.

(a) Seller agrees to sell to County, and County agrees to purchase from Seller, the Property on the terms and conditions set forth herein. The date written above shall be the "Effective Date."

(b) Seller will convey the Property to County by grant deed subject to the terms and conditions of this Agreement.

### 2. Purchase Price.

(a) Subject to satisfaction or waiver of the contingencies specified in Section 3 of this Agreement ("Conditions of Closing"), Seller agrees to sell to County and County agrees to buy from Seller the Property for a purchase price equal to thirty thousand dollars (**\$30,000.00**) (the "Purchase Price").

(b) Method of Payment. The Purchase Price shall be payable in cash on Close of Escrow (as defined below) after crediting any deposit made by County. The Escrow Holder shall disburse sales proceeds to the person or entity referred to herein as "Seller" (Lester G. Adams and Jean D. Adams Survivor's Trust).

3. Conditions of Closing. The Parties' respective obligations to close the purchase and sale of the Property shall be conditioned upon all of the following:

# EXHIBIT 1

(a) Seller's and County's receipt of all necessary approvals and authorizations regarding each party's execution of this Agreement, and authorizations to bind each party to the obligations, terms and conditions contained herein. The Parties shall use best efforts to accomplish the foregoing as soon as reasonably practicable in an effort to complete the sale by May 5, 2016.

(b) County's receipt of a report from its planning agency pursuant to Government Code section 65402(a) determining that the location, purpose, and extent of the County's acquisition of the Property conforms with its general plan.

(c) Compliance with all applicable laws and regulations governing the purchase of the Property, including but not limited to the California Environmental Quality Act (CEQA) and Government Code Section 25350.

(d) County approval of the condition of title of the Property based on any preliminary title reports, surveys, and any other information prepared for the County or coming to the County's attention, whether recorded or not, that reasonably affects the condition of title.

(e) The applicability of section 66426.5 of the Subdivision Map Act which exempts divisions of land from the requirements for a parcel map if the property is acquired by a government entity, and compliance with all conditions of said applicability.

(f) County's ability to obtain title insurance policy at closing in a form acceptable to County.

If any of these conditions are not satisfied as of the date set forth above, if any, either party may terminate this Agreement by written notice to the other party and the Parties shall have no further obligations hereunder.

#### **4. Escrow.**

(a) The Parties shall open an escrow with Inyo-Mono Title Insurance Company ("Escrow Holder") for the purpose of closing the purchase and sale of the Property. A fully-executed copy of this Agreement shall be deposited with the Escrow

# EXHIBIT 1

Holder for purposes of opening the escrow and providing instructions to the Escrow Holder. For those matters not specifically addressed herein, Escrow Holder's standard escrow instructions shall be applicable. Where there is a conflict between the provisions of this Agreement and the provisions of Escrow Holder's standard escrow instructions, the provisions of this Agreement shall control.

(b) Close of escrow shall occur within thirty (30) days after this Agreement has been executed, assuming all of the conditions set forth in Section 3 above have been satisfied or waived (hereinafter "Close of Escrow"). Prior to close of escrow, County shall deposit funds in the amount of the Purchase Price with the Escrow Holder, together with such additional escrow instructions or documents as are reasonable and necessary to carrying out the provisions of this Agreement.

5. **Title**. The County has obtained a Preliminary Title Report with respect to the Property (the "Title Report"). Subject to satisfaction or waiver of the contingencies specified in Section 3 of this Agreement ("Conditions of Closing"), County approves the condition of title and the exceptions set forth in the Title Report. Seller shall convey to County fee simple title free and clear of all monetary liens or encumbrances, including deeds of trust, except: (a) the lien for nondelinquent real property taxes; (b) the exceptions set forth in the Title Report; (c) the standard printed exceptions or exclusions on the form of title insurance policy issued for the Property (if any); and (d) any other matters approved by County, provided however that no such other County approvals shall have the effect of or be construed as waiving Seller's obligations under this section with respect to conveying free and clear title.

6. **Closing Expenses and Fees**. County shall pay all costs, expenses, and charges required for escrow and closing of this transaction.

7. **Broker's Commission**. Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's

# EXHIBIT 1

commission or finder's fee against one of the Parties to this Agreement, the party against whom the claim is asserted will hold the other party harmless from said claim.

8. **Time of the Essence; Dates.** Time is of the essence of this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the next day on which the public agencies and major banks are open for business.

9. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between County and the Seller pertaining to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10. **Representation by Counsel.** Seller acknowledges that this Agreement is entered into and executed voluntarily and without duress or undue influence on the part or on behalf of the County. The parties further acknowledge that they have been or have had the opportunity to be represented by legal counsel with respect to the negotiation and preparation of this Agreement or have knowingly waived their right to do so, and that they are fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party as the drafter of this Agreement.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

IN WITNESS of the foregoing provisions the Parties have signed this Agreement below:

# EXHIBIT 1

THE SELLER:

COUNTY:

---

By: Vicki Kay Paulbick, Trustee  
Lester G. Adams and Jean D. Adams  
Survivor's Trust

---

By: Fred Stump, Chair  
Mono County Board of Supervisors

APPROVED AS TO FORM:

---

Stacey Simon, Acting County Counsel

# EXHIBIT 1

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY TO BE ACQUIRED BY MONO COUNTY

A parcel of land being located in a portion S 1/2 of the SW 1/4 of Section 28, T 5 N, R 25 E, MDM, in the County of Mono, State of California being more particularly described as follows:

COMMENCING at the 1/4 Section Corner S28/S33, said point being described in the BLM Dependent Resurvey and Subdivision of Section 28 accepted on July 26, 2002; thence N 67° 03' 43" W, 733.30 feet more or less to a 2" diameter aluminum cap as described on Record of Survey No. 32-96 recorded in Book 5 of Record of Surveys, at Pages \_\_\_\_\_, said point being on the southerly right of-way line of Stock Drive, said point being the TRUE POINT OF BEGINNING; thence along the following courses and distances as shown on Record of Survey No. 32-96 recorded in Book 5 of Record of Surveys, at Pages \_\_\_\_\_:

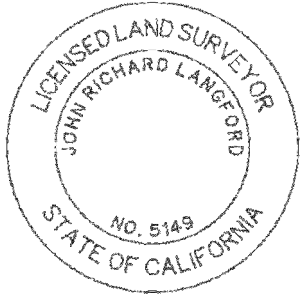
1. S 0° 25' 10" W, 10.00 feet; thence
2. S 89° 34' 21" E, 214.39 feet; thence
3. along a curve to the right with a radius of 170' thru an angle of 46° 14' 16" an arc distance of 137.19 feet; thence
4. S 43° 20' 05" E, 117.04 feet more or less to the northerly line of the property shown on Record of Survey No. 32-50 recorded on April 2, 1997 in Book 3 of Record of Surveys at Page 51; thence
5. along said line N 72° 23' 23" E, 23.14 feet more or less to the property line described in Grant Deed from Price to Adams recorded on January 16, 1976 in Book 195, Page 468 of Official Records; thence
6. along said line N 89° 56' W, 27.60 feet more or less to an angle point in said deed; thence
7. along the westerly line of said deed N 0° 16' 34" E, 140.00' feet more or less to the right-of-way line of Stock Drive as described in said deed; thence



# EXHIBIT 1

- 8. along said right of way line of said deed N 89o 34' 21" W, 412.16 feet more or less to the TRUE POINT OF BEGINNING. Containing 0.30 acres.

The survey information for this description is based on or has been transcribed from said Record of Survey No.32-50 and/or from Record of Survey No. 32-\_\_\_\_. Should any discrepancy exist between the information on said maps and on this description, the information on said maps shall prevail.



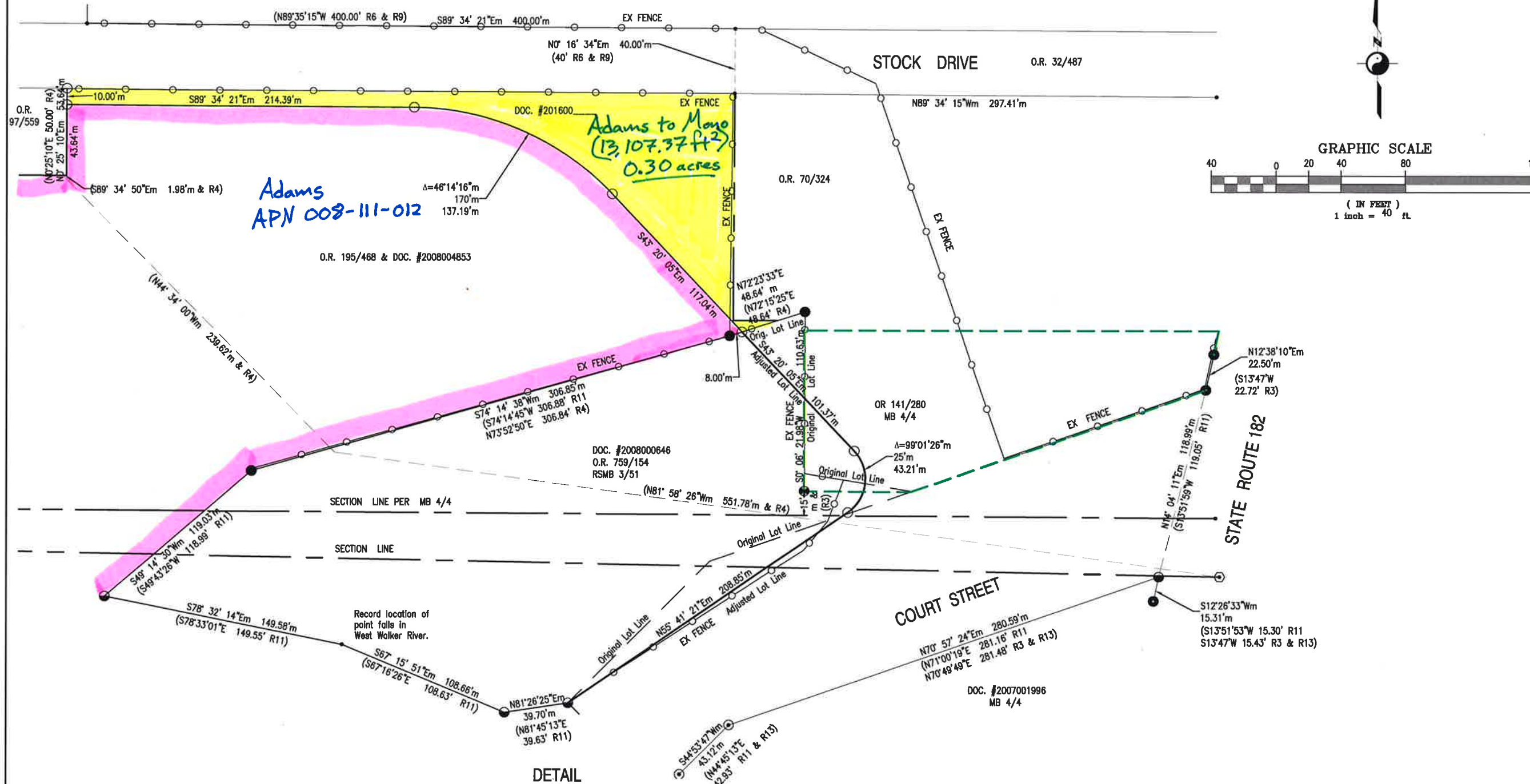
EXP DATE: 06/30/17

02/14/16

# EXHIBIT "B"

See Sheet 3 of 3 for LEGEND, CORNER DESCRIPTIONS & HISTORY OF SURVEYS.

See Sheet 1 of 3 for BASIS OF BEARINGS.



DETAIL

# EXHIBIT 2

## Certificate of Acceptance

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_ from the **Lester G. Adams and Jean D. Adams Survivor's Trust** to the County of Mono, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the Mono County Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on April 5, 2016, and the grantee consents to recordation thereof by its duly authorized officer.

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

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

Attach Notary Acknowledgement