



# AGENDA

## BOARD OF SUPERVISORS AND MAMMOTH LAKES TOWN COUNCIL, COUNTY OF MONO, STATE OF CALIFORNIA

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

### Special Meeting May 17, 2016

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**TELECONFERENCE LOCATIONS:** 1) 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).

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. AGENDA ITEMS**

**A. Resolution of Appreciation for Dan and Leslie Dawson**

Departments: Clerk of the Board

15 minutes (10 minute presentation; 5 minute discussion)

(Supervisor Corless) - Present Resolution of appreciation to Dan and Leslie Dawson.

**Recommended Action:** Approve resolution of appreciation.

**Fiscal Impact:** None.

**B. Forest Plan Revision and USFS Fire Outlook**

Departments: Town Manager

30 minutes (20 minute presentation; 10 minute discussion)

(Jon Regelbrugge, District Ranger and John Wentworth, Councilmember) - Forest Service briefing on the current fire outlook, the Forest Plan Revision and Devils Postpile road improvement options followed by comments on the Forest Plan Update by Councilmember Wentworth.

**Recommended Action:** Hear presentation regarding USFS issues regarding USFS related topics followed by discussion and feedback.

**Fiscal Impact:** None.

**C. Devils Postpile Options / Reds Meadow Road – Planning and Environmental Linkage Study**

Departments: Town/County Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd, Grady Dutton, and Haislip Hayes) - Update on US Forest Service preliminary study evaluating options to improve Reds Meadow Road.

**Recommended Action:** Receive staff report and provide any desired direction to staff.

**Fiscal Impact:** None at this time.

**D. Air Service Update and Summer 2016 Partnership Request**

Departments: CAO

15 minutes (10 minute presentation; 5 minute discussion)

(John Urdi, Executive Director, Mammoth Lakes Tourism) - Air Service Update and Summer 2016 Partnership Request

**Recommended Action:** Hear update and provide discussion and feedback.

**Fiscal Impact:** None at this time

**E. Airport Update**

Departments: Town Public Works

15 minutes (10 minute presentation; 5 minute discussion)

(Grady Dutton) - Update on terminal planning and other airport issues.

**Recommended Action:** Hear staff report on Mammoth airport

**Fiscal Impact:** None

**F. Recreation - Youth Sports, Facilities, Current and Future Interconnections between the Town and County**

Departments: Town Manager, Parks and Recreation, Trails Coordinator  
20 minutes (15 minute presentation; 5 minute discussion)

(Dan Holler, Stuart Brown, Joel Rathje) - Stuart Brown, Parks and Recreation Manager will present a recreation update including youth sports funding, facilities and interconnections between the Town and County. Dan Holler, Town Manager and Joel Rathje will facilitate discussion and brainstorming regarding the big recreation picture and future planning for countywide recreation.

**Recommended Action:** Discussion only, no action required at this time.

**Fiscal Impact:** None

**G. ESTA Update and Transit Issue Discussion**

Departments: CAO  
15 minutes (10 minute presentation; 5 minute discussion)

(John Helm) - Presentation by John Helm, ESTA Executive Director regarding transit activities including the short term transit plan and priorities, transit statistics, impact of the loss of STIP funds, and other topics including the Reds Meadows rehabilitation project.

**Recommended Action:** Hear presentation with discussion to follow.

**Fiscal Impact:** None.

**H. Strategic Plan Update**

Departments: CAO/Town Manager  
20 minutes (15 minute presentation; 5 minute discussion)

(Megan Mahaffey, Dan Holler) - Presentations by Town and County staff regarding their respective strategic plan updates. Additional material will be provided at the meeting.

**Recommended Action:** Hear presentations, provide feedback.

**Fiscal Impact:** None

**I. Town/County Public Works Project Update**

Departments: Public Works  
10 minutes (5 minute presentation; 5 minute discussion)

(Jeff Walters, Grady Dutton) - Overview of Town and County capital projects for this summer.

**Recommended Action:** Hear an overview of Town and County capital projects and provide feedback.

**Fiscal Impact:** None

**J. Solid Waste Flow Agreement**

Departments: Solid Waste

30 minutes (10 minute presentation; 20 minute discussion)

(Tony Dublino) - Agreement with the Town of Mammoth Lakes to facilitate an efficient closure of the Benton Crossing Landfill.

**Recommended Action:** Option 1: Approve entry into proposed Solid Waste Flow Control Agreement with the Town of Mammoth Lakes. Option 2: Direct staff to continue discussions on Flow Agreement with the Town, addressing specific points as directed by the Board. Option 3: Direct staff to begin preparation of Benton Crossing Final Closure Plan without the certainty of the Flow Agreement, and return to the Board for consideration of a rate increase to cover associated contingencies.

**Fiscal Impact:** If the proposed 5-year flow agreement is approved, \$360,000 to the Town over the term of the agreement, and approximately \$50,000 per year (\$250,000 over term of agreement) in associated costs (additional insurance, diversion activities). All costs would be borne by the Solid Waste Enterprise Fund. If agreement is not approved, the potential fiscal impact of Option 3 is not known at this time, but is assumed between \$500,000 and \$1,000,000 over the same 5- year period, and would be borne by the Solid Waste Enterprise Fund (proposed to be covered by gate fee increase if necessary).

**ADJOURN**



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

**SPECIAL MEETING AGENDA REQUEST**

Print

<b>MEETING DATE</b>	May 17, 2016	<b>DEPARTMENT</b>	
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	15 minutes (10 minute presentation; 5 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Supervisor Corless
<b>SUBJECT</b>	Resolution of Appreciation for Dan and Leslie Dawson		

**AGENDA DESCRIPTION:**

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

Present Resolution of appreciation to Dan and Leslie Dawson.

**RECOMMENDED ACTION:**

Approve resolution of appreciation.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Supervisor Corless

**PHONE/EMAIL:** / scorless@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="#">Resolution</a></p>
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**History**

Time	Who	Approval
5/12/2016 3:51 AM	County Administrative Office	Yes

5/11/2016 4:56 PM

County Counsel

Yes

5/12/2016 9:56 AM

Finance

Yes

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RECOGNIZING DAN AND LESLIE DAWSON**

**WHEREAS**, Dan and Leslie Dawson came to Mono County in 1979, when Dan was hired by the University of California, Santa Barbara as the manager of the Sierra Nevada Aquatic Research Lab (SNARL);

**WHEREAS**, Dan was then named director of UCSB's Valentine Eastern Sierra Reserve, including SNARL and Valentine Camp in Mammoth, and was instrumental in developing this world-renowned education and research facility; as director, Dan was responsible for all aspects of operation including administration, planning, regulatory compliance, construction, resource management, restoration, personnel, purchasing, and fundraising for the two field research stations and ecological reserves including extensive housing, laboratory facilities, office and computer facilities, natural habitat, roads, trails, a snow study area and experimental streams;

**WHEREAS**, Dan contributed to the health and preservation of the county and the region by serving on the Mono County Planning Commission, the Lahontan Regional Water Quality Control Board, and the Mammoth Schools NOW Foundation;

**WHEREAS**, in 1995 Leslie Dawson was hired as the Reserve's education coordinator and started the Outdoor Science Education Program, which brings thousands of local children to SNARL and Valentine for hands-on field trips and summer school sessions; Leslie also organized popular Valentine tours and the SNARL Lecture Series, drawing standing-room-only audiences at both the Green Church and the new Page Center, Mono County's first net-zero energy efficient building;

**WHEREAS**, Leslie stewarded the region's natural and human resources by working as a founding ranger at the Mono Lake State Tufa Reserve, teaching at Mammoth Middle and High Schools, and serving on the schools' Parent Teacher Organization and the Mammoth Lakes Friends of the Library Board of Directors;

**WHEREAS**, Dan and Leslie, through their work at the Valentine Eastern Sierra Reserve and in our communities, have exemplified the UC Natural Reserve System's mission "to contribute to the understanding and wise management of the Earth and its natural systems by supporting university-level teaching, research, and public service" in Mono County;

**NOW, THEREFORE, BE IT RESOLVED** that the Mono County Board of Supervisors, on behalf of the frogs, birds, trees, lakes and streams of the Eastern Sierra, acknowledges and appreciates the significant contributions that the Dawsons have made to education and the environment in our region.

**BE IT FURTHER RESOLVED** that the Board of Supervisors wishes Dan and Leslie much happiness in their new home of Ashland, Oregon.

**APPROVED AND ADOPTED** this 17<sup>th</sup> day of May, 2016, by the Mono County Board of Supervisors.

\_\_\_\_\_  
Larry Johnston, Supervisor District #1

\_\_\_\_\_  
Timothy Fesko, Supervisor District #4

\_\_\_\_\_  
Fred Stump, Supervisor District #2

\_\_\_\_\_  
Stacy Corless, Supervisor District #5

\_\_\_\_\_  
Tim Alpers, Supervisor District #3



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

**SPECIAL MEETING AGENDA REQUEST**

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<b>MEETING DATE</b>	May 17, 2016	<b>DEPARTMENT</b>	
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	30 minutes (20 minute presentation; 10 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jon Regelbrugge, District Ranger and John Wentworth, Councilmember
<b>SUBJECT</b>	Forest Plan Revision and USFS Fire Outlook		

**AGENDA DESCRIPTION:**

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

Forest Service briefing on the current fire outlook, the Forest Plan Revision and Devils Postpile road improvement options followed by comments on the Forest Plan Update by Councilmember Wentworth.

**RECOMMENDED ACTION:**

Hear presentation regarding USFS issues regarding USFS related topics followed by discussion and feedback.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Dan Holler

**PHONE/EMAIL:** 760-934-8989 / dholler@townofmammothlakes.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="#">Framework for Sustainable Recreation</a></p>
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**History**

Time

Who

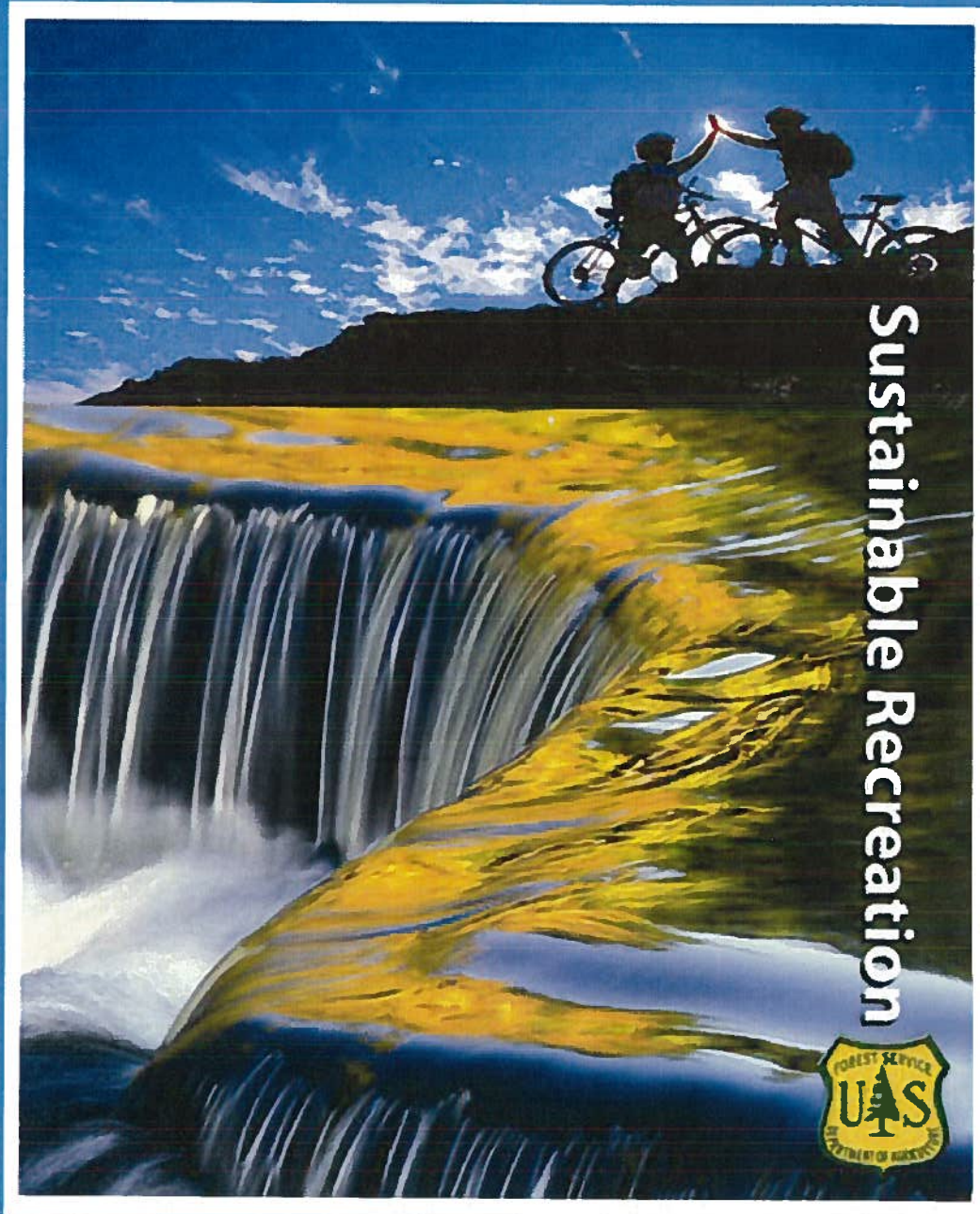
Approval



5/12/2016 8:17 PM	County Administrative Office	Yes
5/13/2016 8:21 AM	County Counsel	Yes
5/13/2016 7:55 AM	Finance	Yes

*Connecting People with America's Great Outdoors:*

## *A Framework for Sustainable Recreation*



**Sustainable Recreation**



*United States Forest Service, USDA  
Recreation, Heritage and Volunteer Resources*

*June 25, 2010*

# Connecting People with America's Great Outdoors: A Framework for Sustainable Recreation

## *"Renewing Body and Spirit, Inspiring Passion for the Land"*

*"Perhaps the rebuilding of the body and spirit is the greatest service derivable from our forests, for what worth are material things if we lose the character and quality of people that are the soul of America."*

Arthur Carhart

The National Forests and Grasslands provide the greatest diversity of outdoor recreation opportunities in the world, connecting people with nature in an unmatched variety of settings, activities and traditional beliefs. People hike, bike, ride horses, and drive off-highway vehicles. They picnic, camp, hunt, fish, enjoy recreational shooting and navigate waterways. They view wildlife and scenery, and explore historic places. They glide through powder at world class alpine resorts and challenge themselves on primitive cross-country ski or snowmobile routes.

Outdoor recreation is fun -- and so much more. It provides physical challenge, requires development of life-long skills, provokes interest and inquiry, and inspires wonder, respect and awe of the natural world. Recreation thereby contributes greatly to the physical, mental, and spiritual health of individuals, bonds family and friends, instills pride in their heritage, and provides economic benefits to communities, regions, and the nation. Indeed, outdoor recreation has become an essential part of American culture.

Outdoor recreation activities occur in many places across the American landscape, outside of the National Forest System. They take place in neighborhoods, undeveloped woodlots and streams, city parks, county open spaces, state lands, Indian Country and a vast array of federal lands. For many, unstructured play in such places is their introduction to the natural world, a beginning point for engaging in a healthy outdoor lifestyle.

In the same way, participation in recreational activities is the way that most Americans come to know their National Forests and Grasslands, making it an important portal for understanding their meaning, history, and relevance, and that of public lands as a whole.

### **A History of Innovation and Growth**

In 1919, the Forest Service employed its first recreation professional, Arthur Carhart, a landscape architect. He was a true pioneer, contributing greatly to the development of the concepts or idea of wilderness and developing the first planned recreation facility through a partnership with the City of Pueblo, Colorado.

Since that time, Forest Service employees, guided by recreation professionals and researchers, have continued to advance the science and practice of outdoor recreation and land management with such innovations as the Scenery Management System, the Recreation Opportunity Spectrum, the National Forest Scenic Byway system, and the Limits of Acceptable Change management system.

Recently, the agency has developed more refined business practices to promote accountability and the optimal use of operations funding, capital investment, and partners' contributions. These have included Infra, Meaningful Measures, the National Visitor Use Monitoring system, and Recreation Facility Analysis. Additionally, the Built Environment Image Guide, accessibility guides, and new travel management regulations have been developed to improve the quality of settings and the range of opportunities for all Americans, and to respond to the threat of unmanaged recreation.

*The last 90 years have prepared us well to respond to the challenges of today and the future ... but only if we continue the tradition of adapting, changing, and innovating.* The coming decade leading to the centennial of Arthur Carhart's employment gives us an opportunity to build on that legacy as a foundation for the next century of excellence in Forest Service recreation management. We must now begin with a strong sense of urgency and a single minded determination to embrace the needed changes to achieve our mission.

### **Recreation Challenges Today**

The **benefits** to American society that outdoor recreation provides **are needed more today than ever** before:

- America spends \$2 trillion dollars on crisis medical health care. Overweight, obesity, and physical inactivity are major risk factors for chronic diseases such as diabetes, cardiovascular disease, and cancer. ***Physical activity is an integral part of a healthy lifestyle, and outdoor recreation is the natural solution – a disease prevention solution – and part of the nation's existing wellness infrastructure.***
- The economic base of many communities is shifting as industries consolidate and relocate, and service and experience businesses rely on outdoor recreation for their customers and as quality of life attractions for employees.
- Population growth and land development demand more environmental services from a decreasing and fragmented land base, yet people become less familiar with, and respectful of, natural landscapes and historic sites every year.
- The increasingly urbanized and technology focused American population, including children, is losing touch with the contributions of public lands to the basic resources that affect their lives. Americans sense of place and national identity can be enhanced by experiencing historic sites and landscapes that represent the abundant natural and cultural heritage of the nation.

At the same time, there are **unprecedented challenges** to providing quality recreation:

- Demographic shifts and lifestyle changes have greatly affected demand for recreation on National Forests and Grasslands. With 80% of our population living in cities, our country is the most urban it has ever been. For many, the only exposure to the natural environment is what they see on television and computer screens. Others find our existing recreation facilities and programs not in line with their cultural traditions.
- Growth of retiree communities and other population shifts have created population centers close to many public lands. This has resulted in many of our forests being

enjoyed as regional and municipal parks adding additional strain on visitor facilities, services, and natural settings.

- The condition of our recreation and heritage assets has steadily diminished, resulting in a ballooning backlog of maintenance needs for recreation facilities, trails, and roads.
- Unmanaged recreation has contributed to degraded recreation settings, damaged heritage sites, unacceptable resource impacts, and conflicts between users.
- National economic conditions and mounting financial demands underscore the inadequacy of traditional funding sources to meet growing needs, yet user fees and private sector involvement to deliver services remain controversial to some.

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## **A Framework for Sustainable Recreation**

The growing challenge of sustaining outdoor recreation opportunities requires a clear national vision and a bold strategy to meet the environmental, social, and economic needs of present and future generations. We can no longer manage as we have in the past. Any course we choose cannot depend solely on appropriated funding to meet our constituents' needs.

The strategy presented below will help us unite diverse interests, create and strengthen partnerships, focus scarce resources on mission-driven priorities, connect recreation benefits to communities, provide for changing urban populations, and most importantly, sustain and expand the benefits to America that quality recreation opportunities provide.

**The USDA Forest Service Mission:** *“To sustain the health, diversity, and productivity of the Nation’s forests and grasslands to meet the needs of present and future generations.”*

The agency mission, one of sustainability, provides the foundation for the Recreation, Heritage, and Volunteer programs.

### **Our Vision ... “Renewing Body and Spirit, Inspiring Passion for the Land”**

*We provide recreation on treasured lands that brings health and vitality to individuals and communities and showcases our country’s natural abundance. Recreation on the National Forests and Grasslands invokes feelings of connection to the natural world and inspires responsibility to care for it.*

### **Guiding Principles for our mission and vision:**

- **Connecting people with their natural and cultural heritage** is a vital thread in the fabric of society. It contributes to the American identity and reminds people of the resources that sustain life – water, soil, food, and fiber. Moreover, **recreation is the portal** for understanding and caring for natural resources and public lands. It provides opportunities and motivation to advance from fun and attraction, through awareness, education and understanding, to a role of citizen stewardship – one of “giving back” and supporting sustained management of natural resources.

- **Recreational activity in the great outdoors promotes healthy lifestyles.** Combined with good nutrition, it contributes to improved physical, mental, and spiritual health, and a shift away from treating illness toward creating wellness.
- **Sustainability underlies all program decisions.** In order to sustain the benefits of outdoor recreation for present and future generations, the recreation program must address and work toward a sustainable balance among the three spheres of environmental, social, and economic conditions.
- **Community engagement is essential** for creating a sustainable recreation program. Our role is to serve as planners, facilitators, conveners, and collaborators, tapping the enormous energy and creativity of people in communities that care for and benefit from public lands, including both the private and public sectors.
- **National Forests and Grasslands are part of a larger landscape** that includes: other public lands; open spaces at the local, state, and federal level; tribal lands; working farms and ranches, and; towns and cities. Respecting and cultivating the relationships across all lands and communities is necessary to strengthen the health and vitality of each.
- **The Recreation program is integrated into the larger agency mission.** By working together with other program areas to integrate program goals and service delivery, we maximize our contribution by connecting programs, people, and landscapes. .

## Our Goals

Building on the foundation of the Mission, Vision, and Guiding Principles, we will strive to:

- **Provide** a diverse range of quality natural and cultural resource based recreation opportunities in partnership with people and communities.
- **Protect** the natural, cultural, and scenic environment for present and future generations to enjoy.
- **Partner** with public and private recreation benefit providers that together we meet public needs and expectations.
- **Perform** and plan by implementing systems and processes to ensure: effective decisions, sound investments, and accountability; collaborative approaches to integrated solutions across the landscape; and enhanced professionalism of our workforce.

## Our Areas of Focus

***“The vast possibilities of our great future will become realities only if we make ourselves responsible for that future.” Gifford Pinchot***

By **focusing on the three spheres that frame sustainability** - environmental, social, and economic – the recreation program can significantly contribute to the agency’s overall mission. **In the most profound sense, we will not achieve the agency’s mission without sustainable recreation and tourism.** The following ten focus areas comprise high leverage actions that will help us achieve sustainable recreation programs on every national forest and grassland by 2019, the centennial of managed recreation in the Forest Service.

## **I. Restore and Adapt Recreation Settings**

- Through integrated research, analysis, planning, and quality design, we will restore the condition and function of our recreation facilities and settings, expanding and adapting them to reflect the diversity of cultures, abilities, family structure, and activities in our ever-changing society.
- Recreation settings that have been impacted by declining ecosystem health, wildfire, and inappropriate use will be restored to improve the quality of outdoor experiences. Unmanaged recreation will be resolved through a planned and properly designed network of roads, trails, and facilities, combined with educated citizen stewardship and partnerships, as well as field presence to provide quality recreation experiences while reducing the impacts of visitor use on the landscape.
- Focused acquisition of rights-of-way and conservation easements will enhance access to recreation settings while protecting the scenery and sense of place that make each recreation setting special.

## **II. Implement “Green” Operations**

- The recreation and tourism program will reduce its environmental footprint and serve as a model for our visitors and other providers by incorporating sustainable travel industry best practices; “green technology” for facility and trail construction; and environmental management systems in all aspects of our operations.
- We will interpret the connection between our agency mission and our green operations, as well as citizens’ roles in sustainability.
- We will share knowledge, skills, and best management practices among a broad network of practitioners, educators, and partners.

## **III. Enhance Communities**

We will develop and implement, a place-based recreation planning model using collaborative processes to work with communities and other outdoor recreation and tourism providers within our regional destination areas.

- Together with our communities and stakeholders, we will develop a common vision and define potential roles to sustain the economic and quality of life benefits of recreation and tourism assets within these destinations.
- Included will be shared infrastructure development, delivery of information, and provision of recreation services that addresses connections of urban areas and rural communities to the scenic attractions, historic places, and recreation opportunities of the National Forests and Grasslands.
- Community and state parks, other federal and tribal lands, and local open space lands will be evaluated for connections with National Forest System lands as well as for their own contributions, existing and potential, for meeting the outdoor recreation and tourism demands for the area.

Along with the communities and stakeholders, we will jointly identify economic development and investment options to carry out the common vision.

#### **IV. Invest in Special Places**

The National Forest System designations include: 6 National Monuments, 19 National Recreation Areas, 11 National Scenic Areas, 6 National Scenic and Historic Trails, Grey Towers National Historic Site, and 22 National Historic Landmarks. These areas were designated by Congress to recognize their unique natural, scenic, or cultural resources and their outstanding opportunities for outdoor recreation.

- We will make strategic investments and leverage existing and future external partnerships for additional resources and funding to help sustain and feature these high value treasured landscapes and sites.
- We will showcase these special places in multiple media (including our national reservation service) by emphasizing their recreational, educational, and tourism benefits to demonstrate premier natural resource based tourism and recreation management.
- We will evaluate other areas within the National Forest System that have outstanding recreational, scenic, historic, or other values of high attractiveness for designation and management as special areas.

#### **V. Forge Strategic Partnerships**

Strategic partnerships are vital to providing sustainable recreation experiences.

- We will cultivate coalitions of recreation interest groups that will help provide recreational experiences, service activities, and environmental education for youth and adults that promote fitness, appreciation of nature and history, and citizen stewardship.
- We will seek opportunities to expand the demographic diversity of our recreation visitors by strengthening relationships with new partners and non-traditional users.
- We will streamline our partnership processes and increase our capacity to engage and support partners. These actions will contribute to the long term sustainability and relevance to society of natural and cultural landscapes.

#### **VI. Promote Citizen Stewardship**

With over 173.4 million visitors to National Forests and Grasslands each year and an additional 300 million driving through, recreation provides an exceptional conduit not just for connecting people to nature – but for enhancing their understanding of their natural and cultural environment and catalyzing their participation in caring for it.

- We will cultivate the energy, enthusiasm, and skills of private and nonprofit sector partners and volunteers to provide services and connect people to the land.

We will inspire passion for the land and develop a lifelong commitment to caring for it through interpretive services programs and exhibits, conservation education, and outdoor ethics programs that strive to make personal connections to our resources resulting in stewardship.

#### **VII. Know Our Visitors, Community Stakeholders, and Other Recreation Providers**



Increased recreation use and interest in history and the natural world demand that managers know their current and potential visitors to anticipate demand, foresee impacts, and take proactive management actions that create inviting recreation environments that instill respect for natural and cultural resources. To effectively position our recreation program within our market destination areas, we will need to utilize market research, visitor use information from a variety of sources, and continuous engagement of community stakeholders and regional recreation providers.

- We will continuously adapt our visitor use monitoring system and work closely with Research and Development to stay current with demographic shifts, changing values and demands, data sources, new technologies, and management tools.
- We will continuously seek to improve our community participation and collaboration skills using the latest research to build long lasting partnerships and working relationships to move together toward sustainable conditions.

### **VIII. Provide the Right Information**

Today, people expect credible, accurate, and effective information in seconds.

- We will invest in consolidating and improving our external recreation information systems with an emphasis on quality, consistency, accessibility and convenience.
- We will improve our capacity to use emerging social media technology to better connect with diverse users and cultures.
- An internal recreation managers' web toolbox will be developed and maintained as a first level resource for policy and process guidance. This toolbox will be designed for the employee to get current and specific information about all recreation programs to assist in day-to-day work.

### **IX. Develop a Sustainable Financial Foundation**

The Recreation program cannot deliver sustainable environmental, social, and economic conditions if it is not built upon a sustainable financial foundation. It is unlikely that appropriated funds will ever meet the total program need for providing excellent recreation opportunities while protecting the land. Program delivery will be balanced on a base of appropriated funds through expanded capacity by utilizing user fees, volunteers, private providers, and partners in the nonprofit sector.

- We will develop a holistic program analysis model to evaluate our infrastructure investments and program costs. Those costs will be considered alongside available resources such as appropriations, fee revenue, partnerships, volunteers, and other service provider options to seek a sustainable and integrated base for the program.
- Proposed new development investments and program improvements will be evaluated along with the capacity to sustain existing ones. The gap between program needs and available resources will be identified along with options for closing the gap.
- We will seek opportunities for further integration of programs, databases, processes, and funding with other associated resource staff areas such as: Heritage; Wilderness

and Wild & Scenic Rivers; Watershed, Fish, & Wildlife; Engineering; Conservation Education; and information management; among others.

## **X. Develop Our Workforce**

Our current organization, both in numbers and in expertise, is not well positioned to address this strategy. Capacity to respond to numerous partnership opportunities is limited, and field presence is minimal.

- In addition to the need to replenish, train, and develop the existing array of skills in our workforce, employee skills are needed to engage in collaborative planning processes with communities as well as to better build and administer partnerships and business relationships.
- We will recruit, retain, train, and develop needed skills and leverage our talented employees across the organization, transcending program and geographic boundaries.
- Our workforce will better represent the populations we serve.

## **Conclusion**

Despite changes in population and fluctuations in visitor patterns, it is obvious that outdoor recreation on the National Forests and Grasslands is a traditional part of the American way of life, and will remain so in the years ahead. There are numerous challenges to providing quality recreation experiences and tourism opportunities while protecting the land. But, through the strength of our partnerships and increased performance of all our employees and systems, we can meet these challenges of a sustainable future for the benefit of American society. The actions spelled out here will move us toward that meaningful goal, so please join us in:

***“Renewing Body & Spirit, Inspiring Passion for the Land”***



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

**SPECIAL MEETING AGENDA REQUEST**

Print

|                               |                                                                                       |                                           |                                                 |
|-------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------|
| <b>MEETING DATE</b>           | May 17, 2016                                                                          | <b>DEPARTMENT</b>                         |                                                 |
| <b>ADDITIONAL DEPARTMENTS</b> |                                                                                       |                                           |                                                 |
| <b>TIME REQUIRED</b>          | 10 minutes (5 minute presentation; 5 minute discussion)                               | <b>PERSONS APPEARING BEFORE THE BOARD</b> | Garrett Higerd, Grady Dutton, and Haislip Hayes |
| <b>SUBJECT</b>                | Devils Postpile Options / Reds Meadow Road – Planning and Environmental Linkage Study |                                           |                                                 |

**AGENDA DESCRIPTION:**

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

Update on US Forest Service preliminary study evaluating options to improve Reds Meadow Road.

**RECOMMENDED ACTION:**

Receive staff report and provide any desired direction to staff.

**FISCAL IMPACT:**

None at this time.

**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            |
| <a href="#">staff report</a> |
| <a href="#">exhibit</a>      |

History

| <b>Time</b>       | <b>Who</b>                   | <b>Approval</b> |
|-------------------|------------------------------|-----------------|
| 5/12/2016 5:17 AM | County Administrative Office | Yes             |
| 5/12/2016 8:24 AM | County Counsel               | Yes             |
| 5/12/2016 9:56 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: May 17, 2016

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, Assistant Public Works Director

Re: Reds Meadow Road – Planning and Environmental Linkage Study

### **Recommended Action:**

Receive staff report and provide any desired direction to staff.

### **Fiscal Impact:**

None at this time.

### **Discussion:**

Reds Meadow Road provides recreational access into Reds Meadow Valley from State Route 203. Approximately 100,000 visitors to Mono County and the Town of Mammoth Lakes use the road each season to visit Devil's Postpile National Monument, the Pacific Crest Trail, the John Muir Trail, Rainbow Falls, Reds Meadow Pack Station, the San Joaquin River, and other recreational amenities. Traffic to the Reds Meadow Valley floor is controlled for much of the summer and most visitors access it via Eastern Sierra Transit (ESTA) buses that are boarded at the Mammoth Mountain Ski Area Main Lodge.

Reds Meadow Road starts at the Mono County/Madera County line at the sierra crest and drops approximately 8.3 miles down into Madera County. The upper 2.5 miles is steep and narrow, only allowing for one-lane vehicle access with pullouts. It is operated and maintained by the USFS and was last rehabilitated in the early 1980s. The road is generally in deteriorated condition because of the age of the asphalt, the lack of aggregate base layer, poor subgrade soils, settlement in poorly compacted fill areas, localized saturation from springs, heavy traffic loading from frequent shuttle bus service, and lack of lateral support.

Last year the US Forest Service (USFS) and the Federal Highway Administration, Central Federal Lands Division (FHWA) worked with a consultant team to conduct a Planning and Environmental Linkage (PEL) Study to evaluate options to improve Reds Meadow Road. Please see the PEL Study attached for reference. The various alternatives are estimated to cost up to \$29M. The more economical solutions (around \$7M) would rehabilitate the road in more or less its existing layout (with the one-lane 2.5 mile upper section). The upper-end alternatives include the significant use of retaining walls.

The USFS has not identified funding for any of the alternatives and has requested coordination between agencies to explore funding options. One funding source that has been discussed is the Federal Lands Access Program (FLAP). Both Mono County and the Town of Mammoth Lakes have successfully administered projects funded by FLAP in the past. FLAP projects generally require 11.47% minimum local match and the road must be operated and maintained by a local agency.

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 report.

Respectfully submitted,



Garrett Higerd, PE  
Assistant Public Works Director

Attachments: Reds Meadow Road PEL Study



# Reds Meadow Road PEL Study

## CA FTFS 03S11 (1)

The US Forest Service (USFS) and the Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD) are currently conducting a Planning and Environmental Linkage Study (PEL) to evaluate options to improve Reds Meadow Road, which provides access into Reds Meadow valley from State Route SR 203.

The purpose of the project is to improve the deteriorated condition of Reds Meadow Road and improve vehicular travel mobility. The roadway is deteriorated, and the steep one-lane roadway in the upper 2.5 miles hinders mobility because vehicles traveling in opposite directions cannot pass each other easily, resulting in long queues of waiting vehicles and safety concerns. Inadequate sight distance at curves and narrow shoulders also hinder passing and create safety risks. Without improvements, the roadway will continue to deteriorate and impede vehicular mobility.

As part of the PEL study and in coordination with the USFS, the project team has developed the purpose and need for the project as well as the initial range of conceptual alternatives and associated cost estimates for improvements along the approximately 8.3 mile roadway. Initial alternatives evaluated to date include primarily resurfacing improvements to the lower 5.8 miles with a combination of resurfacing and widening in the upper 2.5 miles. This information, along with a high level environmental review, will be used in conjunction with feedback received as part of the stakeholder meetings and agency coordination to help guide future efforts on the project.

### Contacts

**Tamara Scholten**  
USFS Forest Engineer  
760-873-2487  
tamarascholten@fs.fed.us

**Wendy Longley**  
Project Manager, FHWA-CFLHD  
720-963-3394  
Wendy.Longley@dot.gov



# Reds Meadow Road PEL Study Purpose and Need Statement

PREPARED FOR: Wendy Longley, FHWA-CFLHD  
COPY TO: Timberly Belish, FHWA-CFLHD  
PREPARED BY: CH2M  
DATE: September 18, 2015  
PROJECT NUMBER: FTFS 03S11 (1)

The purpose of the project is to improve the deteriorated condition of Reds Meadow Road and improve vehicular travel mobility. These improvements would facilitate emergency response in Reds Meadow valley and would facilitate the Forest Service goal of enhancing traffic safety by reducing the likelihood of a vehicular crash. Reds Meadow is a popular area for outdoor recreation, attracting nearly 100,000 visitors each season, and is important to the local tourism economy during the summer (Inyo National Forest, 2013). Reds Meadow Road provides the only access to the valley and Devils Post Pile National Monument, and the road is a popular access to two nationally significant trails: John Muir Trail and Pacific Crest Trail (see Figure 1).

The upper 2.5 miles of the 8-mile Reds Meadow Road is a paved one-lane roadway built on a combination of cut and fill as it descends into Reds Meadow valley. The original oiled dirt road was paved with approximately 2 inches of cold-mix asphalt in the early 1980s. Subsequent pavement maintenance has been limited to patching potholes and digging out small areas of settlement (CH2M, 2015). Pavement width of the one-lane road varies from 16 feet to 21 feet, with graded shoulders or roadside ditches varying in width from 1 foot to 5 feet. The lower 5.8 miles of roadway is a paved two-lane roadway with a relatively consistent pavement width of 22 feet. Graded shoulders or roadside ditches vary in width from 1 foot to 5 feet.

The roadway is deteriorated, with longitudinal cracks and edge deterioration along much of the upper 2.5 miles and in sections of the lower 5.8 miles that are supported by significant fill slopes. Road surface cracking also exists in several locations where the road crosses natural drainage swales. The cracks appear to be the result of fill settlement and slope creep, and the structural integrity of the fill slopes, particularly on the upper 2.5 miles, is questionable. The deteriorated condition of the roadway appears to be caused by lack of aggregate base layer, poor subgrade soil (e.g., pumice), settlement in poorly compacted fill areas, localized saturation from year-round runoff from springs, heavy traffic loading from frequent shuttle bus service, and lack of lateral support.

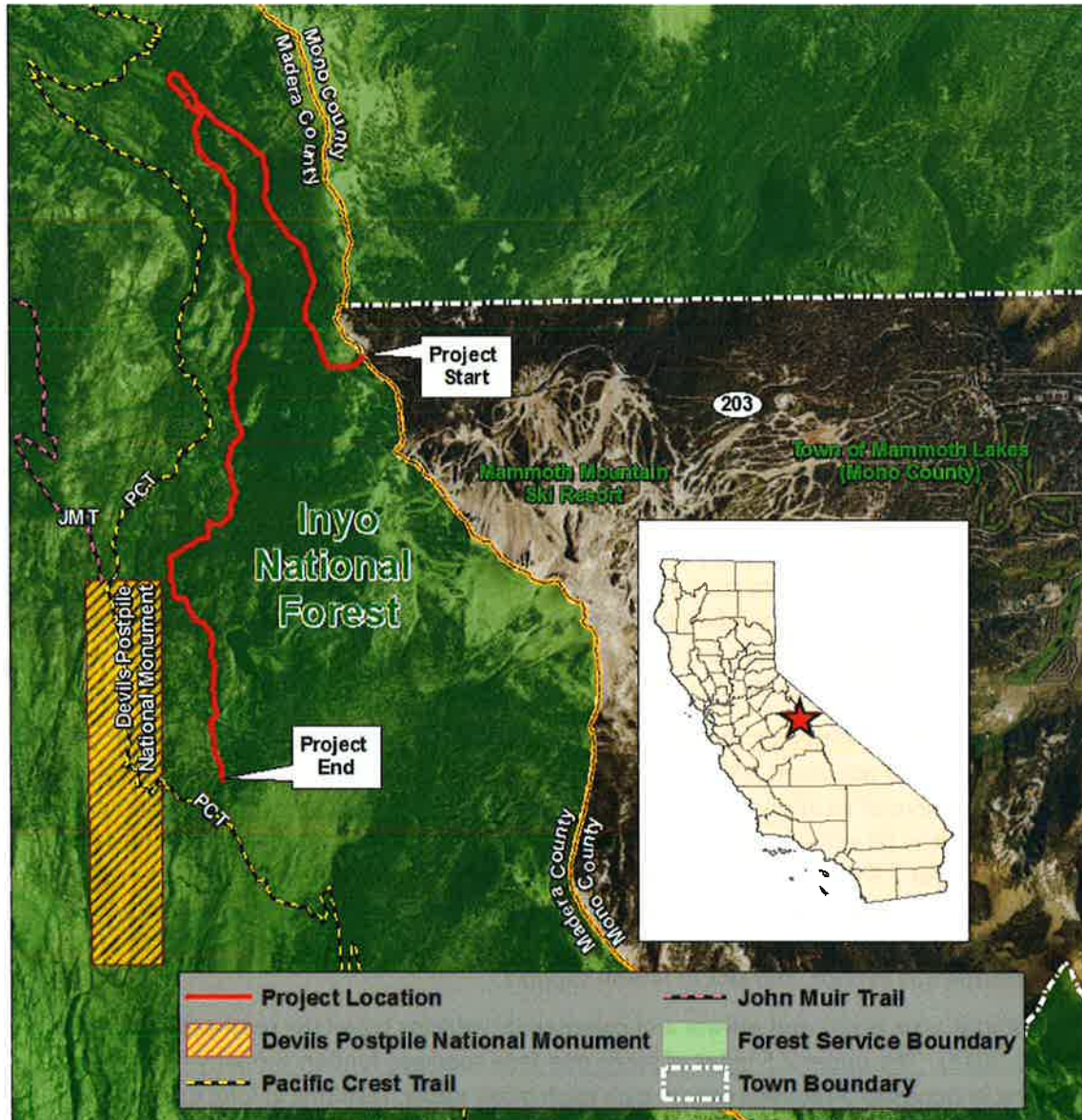
Approximately 450 shuttle buses and private and commercial vehicles travel the road each day (Inyo National Forest, 2013). The upper 2.5 miles of steep one-lane roadway hinders mobility because vehicles traveling in opposite directions cannot pass each other easily, resulting in long queues of waiting vehicles and safety concerns. Paved turnouts are located occasionally along the one-lane road segment but do not occur at regular intervals or in ideal locations for passing, relative to the road geometry. Inadequate sight distance at curves and narrow shoulders also hinder passing and create safety risks. Forest Service staff work continuously with shuttle bus drivers to manage traffic, often holding vehicles at the bottom of the valley behind a shuttle bus or at the top of the valley at the entrance station to allow queues of vehicles to safely pass. The narrow one-lane roadway additionally



inhibits quick emergency service access into the valley and concurrent evacuation of visitors out of the valley in an earthquake or fire event.

Without improvements, the roadway will continue to deteriorate and impede vehicular mobility. Maintenance activities provide only temporary roadway repairs and cannot address ongoing structural and drainage concerns. Traffic management by Forest Service staff allows for safer vehicle passage but does not address inefficient mobility in and out of the valley. The one-lane roadway section will continue to pose safety concerns for emergency response and evacuation in the valley and will perpetuate the potential for vehicle accidents.

Figure 1 – Project Location



### References

CH2M. 2015. Interview with Inyo National Forest staff. June 18.

Inyo National Forest. 2014. *Inyo National Forest Alternative Transportation System Study*. December 15.

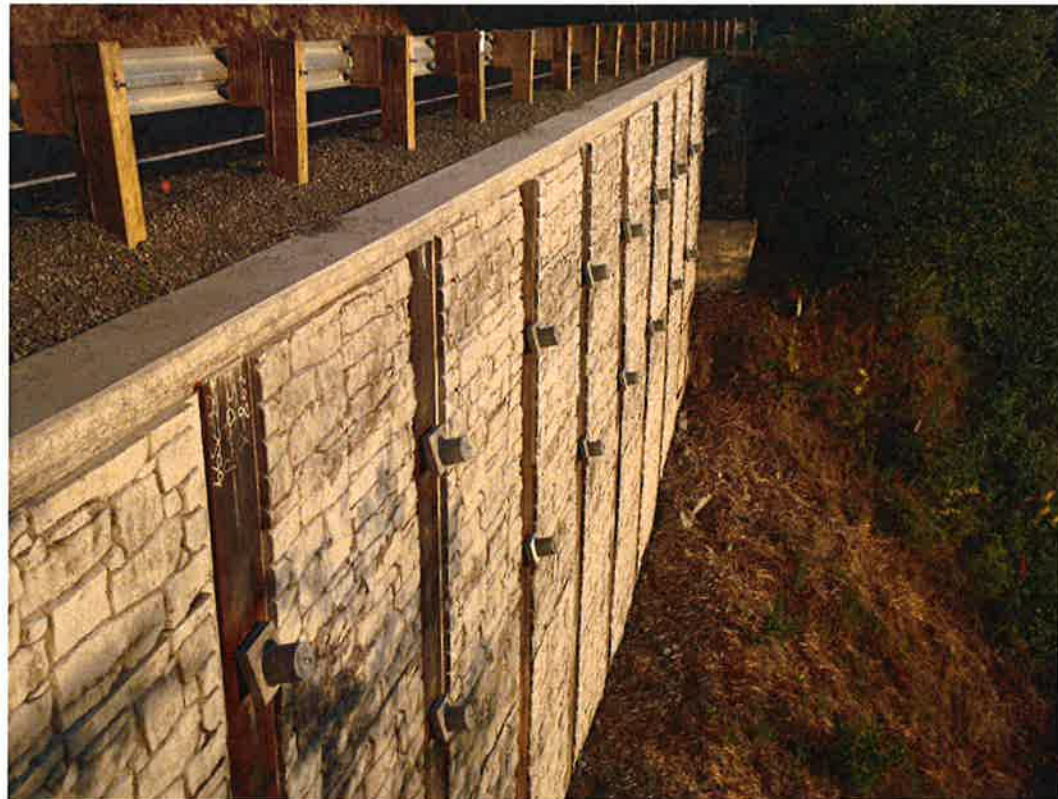
Reds Meadow Road PEL Study Stakeholder Meetings – Example Wall Types



Photograph 1. Rockery Wall



Photograph 2. Cast in Place Concrete Wall



Photograph 3. Tie Back Wall



Photograph 4. Mechanically Stabilized Embankment Wall



Photograph 5. Rockery Wall

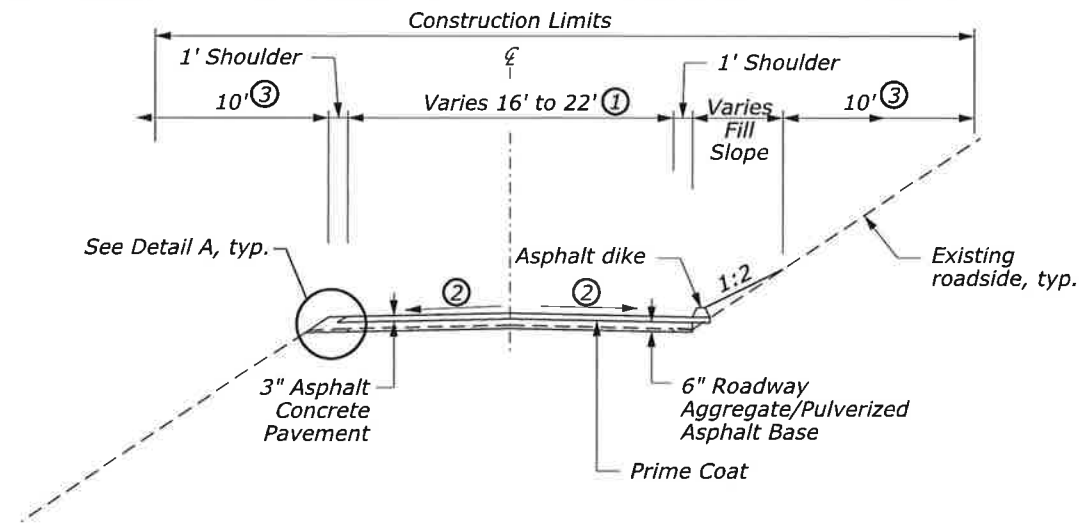


Photograph 6. Soldier Pile Wall with Timber Lagging



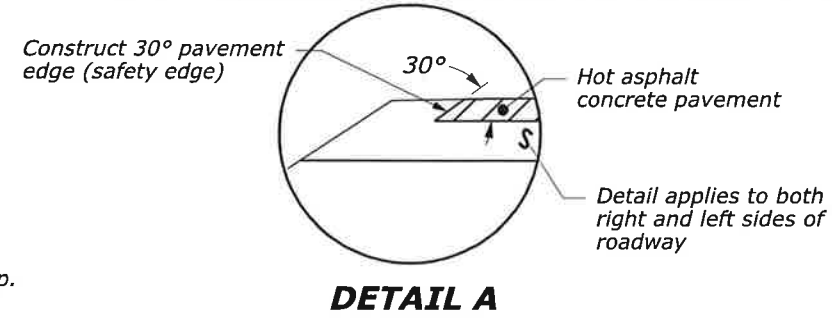
Photograph 7. Cast in Place Concrete Wall with Aesthetic Treatment

| REG | STATE | PROJECT        | SHEET NO. | TOTAL SHEETS |
|-----|-------|----------------|-----------|--------------|
| N/A | CA    | FTFS 03S11 (1) | A3        | A3           |

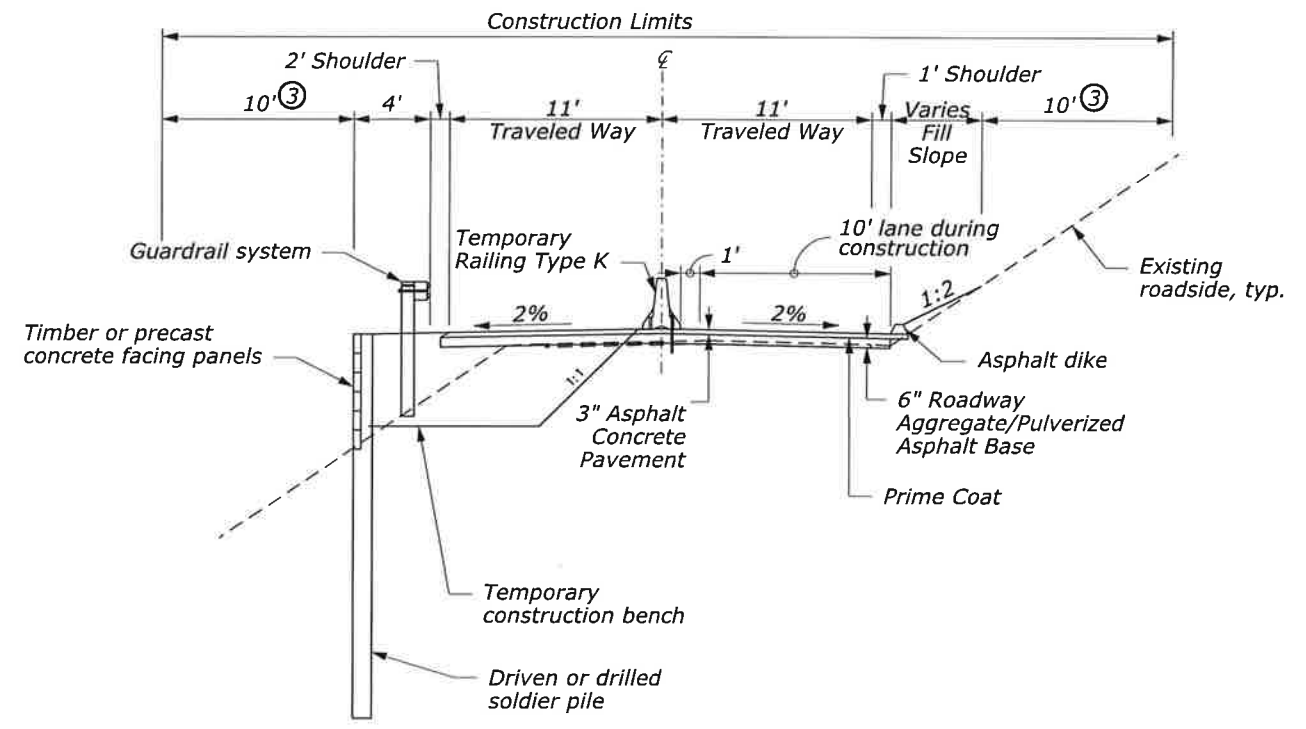


**PAVEMENT RECONSTRUCTION TYPICAL SECTION  
REDS MEADOW ROAD**

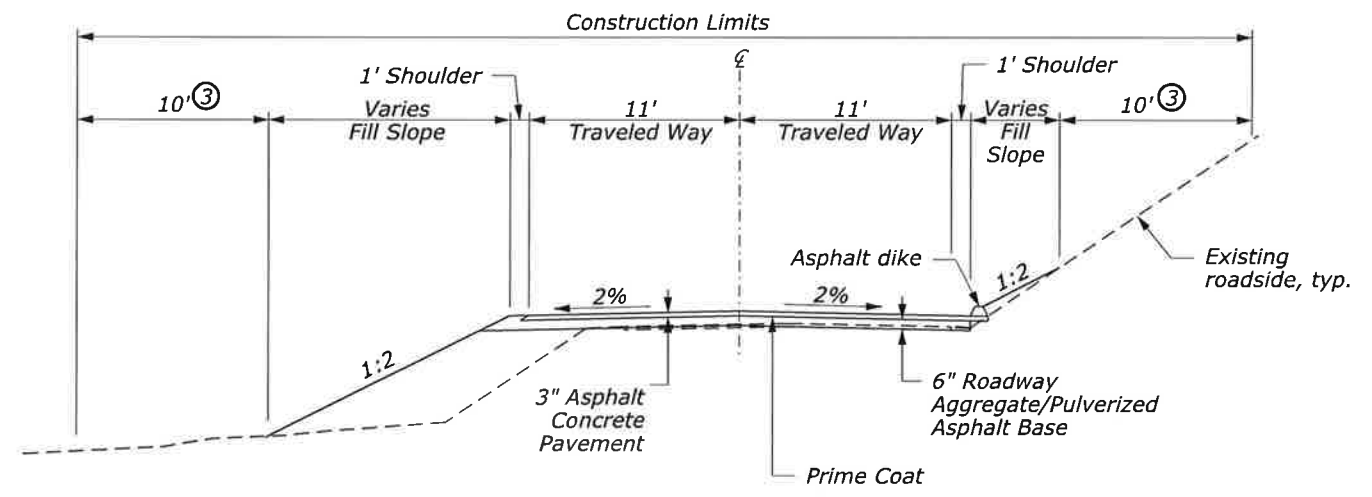
- ALTERNATIVE 1 9+00.00 TO 446+30.00
- ALTERNATIVE 2 9+00.00 TO 446+30.00 ⑥
- ALTERNATIVE 3 9+00.00 TO 11+00.00
- ALTERNATIVE 3 138+00.00 TO 446+30.00



- NOTE:**
- ① Match existing pavement width.
  - ② Match existing cross slopes.
  - ③ The contractor shall not remove vegetation or topsoil within the 10' wide area and shall only use this area for temporary construction access.
  - ④ See C series for locations.
  5. Where subgrade soils are composed of pumice, they should be sub-excavated 3-feet, reinforced with geotextile fabric and recompacted. See C-series sheets for approximate locations.
  - ⑥ Except where road widening fill or cut is proposed, see Sheet C-1.

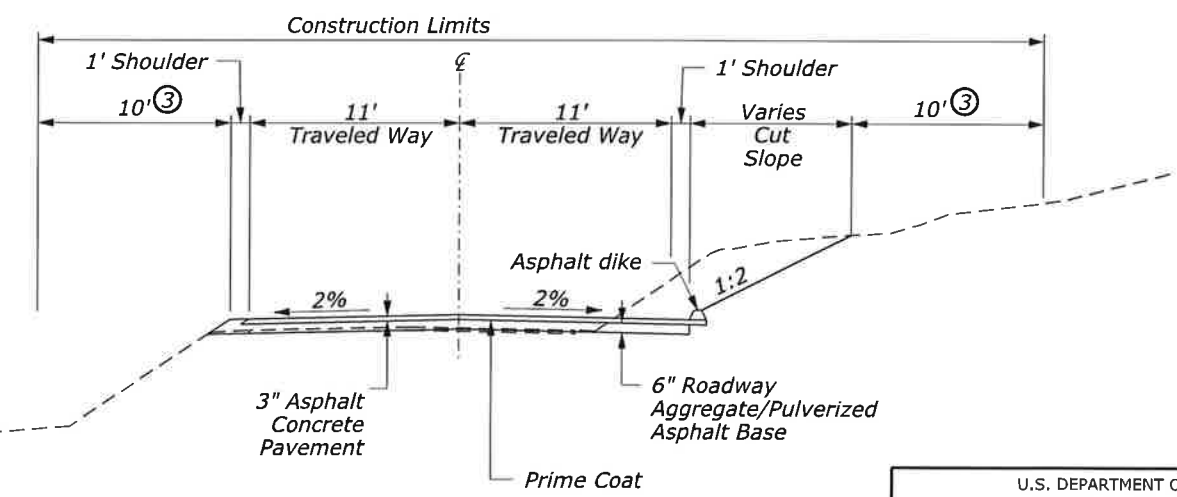


**FILL WALL TYPICAL SECTION**



**ROAD WIDENING (FILL) TYPICAL SECTION  
REDS MEADOW ROAD**

- ALTERNATIVE 2 21+00.00 TO 134+00.00 ④
- ALTERNATIVE 3 11+00.00 TO 138+00.00 ④



**ROAD WIDENING (CUT) TYPICAL SECTION  
REDS MEADOW ROAD**

- ALTERNATIVE 2 12+00.00 TO 17+00.00
- ALTERNATIVE 3 11+00.00 TO 138+00.00 ④

| LENGTH OF PROJECT |                      |               |               |               |
|-------------------|----------------------|---------------|---------------|---------------|
| Location          | Station to Station   | Roadway (ft)  |               |               |
|                   |                      | Alternative 1 | Alternative 2 | Alternative 3 |
| Reds Meadow Road  | 9+00.00 to 446+30.00 | 43,730        | 43,730        | 43,730        |
|                   | TOTAL (mi)           | 8.28          | 8.28          | 8.28          |

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

**TYPICAL SECTIONS**

Sheet 1 of 1

NO SCALE

12/7/2015 4:30:01 PM p:\projectwise.ch2m.com:DEM001\Documents\663395 - FHWA-TO 27 REDS MEADOW PEL\Work in Progress\Reds Meadow Road WPI\Roadway\CADD\_Sheets\A-Gen\_sht\A03\_TypSecs\gdr\gdr

CONCEPTUAL DESIGN SUBMITTAL - DECEMBER 11, 2015 - NOT FOR CONSTRUCTION

| Screening Criteria                                                                                          | No Build        | 3R Entire Route                                                                                                                                                  | No Build Lower, Combo 1-/2-Lane Upper                                                                                                                                             | No Build Lower, 2-Lane Upper                                                                                                                                            | 3R Lower, Combo 1-/2-Lane Upper                                                                                                                                                                                                | 3R Lower, 2-Lane Upper                                                                                                                                                                                               | New Alignment Roadway                                                                                               | New Alignment Emergency Access Route                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Fulfill Purpose and Need - Address roadway deterioration</b>                                             |                 |                                                                                                                                                                  |                                                                                                                                                                                   |                                                                                                                                                                         |                                                                                                                                                                                                                                |                                                                                                                                                                                                                      |                                                                                                                     |                                                                                                                                                               |
| To what degree does the alternative improve roadway drainage?                                               | No improvement. | Improvements limited to culvert replacement only - adequate culvert size, reduced risk of failure.                                                               | Upper: Improvements limited to culvert replacement only - adequate culvert size, reduced risk of failure.<br><br>Lower: No improvement.                                           | Upper: Substantial improvement due to eliminating existing roadside swales - reduces subgrade infiltration.<br><br>Lower: No improvement.                               | Improvements limited to culvert replacement only - adequate culvert size, reduced risk of failure.                                                                                                                             | Substantial improvement due to eliminating existing roadside swales on upper section and reduced subgrade infiltration; and culvert replacement on lower section - adequate culvert size, reduced risk of failure.   | New roadway would eliminate any existing drainage concerns.                                                         | Although new emergency route has appropriate drainage design, there would be no improvement on existing road.                                                 |
| To what degree does the alternative improve the existing poor subgrade conditions?                          | No improvement. | Minor improvement due to recompaction of subgrade as part of the repaving process but no excavation of poor soils.                                               | Upper: Minor improvement due to recompaction of subgrade but no excavation of poor soils.<br><br>Lower: No improvement.                                                           | Upper: Substantial improvement as retaining wall construction would allow for excavation of poor soils.<br><br>Lower: No improvement.                                   | Minor improvement due to recompaction of subgrade as part of the repaving process but no excavation of poor soils.                                                                                                             | Upper: Substantial improvement due to retaining wall excavation and backfill.<br><br>Lower: Minor improvement due to recompaction of subgrade.                                                                       | New roadway has appropriate subgrade conditions.                                                                    | New emergency route has appropriate subgrade conditions.<br><br>No improvement on existing road.                                                              |
| To what degree does the alternative improve slope stability?                                                | No improvement. | No improvement because slopes won't be modified, except one location on lower section.                                                                           | Upper: Improvements limited to areas of new turnouts and retaining walls.<br><br>Lower: No improvement.                                                                           | Upper: Full improvement due to retaining wall excavation and backfill.<br><br>Lower: No improvement.                                                                    | Upper: Improvements limited to areas of new turnouts and retaining walls.<br><br>Lower: No improvement, except one location.                                                                                                   | Upper: Full improvement due to retaining wall excavation and backfill.<br><br>Lower: No improvement, except one location.                                                                                            | New roadway has appropriate slope stability.                                                                        | New emergency route has appropriate slope stability.<br><br>No improvement on existing road.                                                                  |
| <b>Fulfill Purpose and Need - Improve mobility</b>                                                          |                 |                                                                                                                                                                  |                                                                                                                                                                                   |                                                                                                                                                                         |                                                                                                                                                                                                                                |                                                                                                                                                                                                                      |                                                                                                                     |                                                                                                                                                               |
| To what degree does the alternative improve passing conditions on the upper section of roadway?             | No improvement. | No improvement.                                                                                                                                                  | Improvements limited to additional turnout locations only, remainder of upper section would not improve.                                                                          | Substantial improvement as 2-lane roadway would provide adequate passing width along entire section.                                                                    | Improvements limited to additional turnout locations only, remainder of upper section would not improve.                                                                                                                       | Substantial improvement as 2-lane roadway would provide adequate passing width along entire section.                                                                                                                 | New roadway has 2 lanes, providing 2-way travel.                                                                    | No improvement to existing roadway.                                                                                                                           |
| To what degree does the alternative provide safer travel conditions for vehicles?                           | No improvement. | Improves conditions with new roadway surface. Minimal change to safety because no change in pavement width, passing conditions, curve safety, or sight distance. | Upper: Moderate improvement to safety due to additional turnouts and improved surface conditions, but no changes to curve safety or sight distance.<br><br>Lower: No improvement. | Upper: Substantial improvement to safety by allowing two-way traffic along full length of upper section coupled with new roadway surface.<br><br>Lower: No improvement. | Upper: Moderate improvement to safety due to additional turnouts and improved surface conditions, but no changes to curve safety or sight distance.<br><br>Lower: Improves surface conditions, but no other changes to safety. | Upper: Substantial improvement to safety by allowing two-way traffic along full length of upper section coupled with new roadway surface.<br><br>Lower: Improves surface conditions, but no other changes to safety. | Provides the best improvement to safety because new roadway is designed and built to current standards.             | No improvement to existing roadway.                                                                                                                           |
| To what degree does the alternative improve access for incoming emergency responders and outgoing evacuees? | No improvement. | Improves surface conditions only and likely results only minimal change in emergency response access.                                                            | Minor improvement due to additional turnouts providing more opportunities for emergency responders to pass through traffic.                                                       | Substantial improvement due to two-way travel for entire roadway length.                                                                                                | Minor improvement due to additional turnouts providing more opportunities for emergency responders to pass through traffic.                                                                                                    | Substantial improvement due to two-way travel for entire roadway length.                                                                                                                                             | Substantial improvement because new roadway provides two-way travel and is designed and built to current standards. | Substantial improvement because emergency access route provides dedicated route for emergency responders with no interaction with visitors on existing route. |

| Screening Criteria                                                                                | No Build                         | 3R Entire Route                                                                                                                                                | No Build Lower, Combo 1-/2-Lane Upper                                                                                                                                                                             | No Build Lower, 2-Lane Upper                                                                                                                                                                                                                                                                                       | 3R Lower, Combo 1-/2-Lane Upper                                                                                                                                | 3R Lower, 2-Lane Upper                                                                                                                                                                                                                                                                                                                                                      | New Alignment Roadway                                                                                                                                                                                                                                  | New Alignment Emergency Access Route                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Constructability</b>                                                                           |                                  |                                                                                                                                                                |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                        |
| What is the complexity, difficulty, and duration of construction?                                 | NA                               | Standard construction methods for 3R. Anticipated construction duration limited to one season.                                                                 | Standard construction methods for 3R. Anticipated construction duration limited to one season.                                                                                                                    | Increased difficulty of construction to build retaining wall systems and improve roadway width and subgrade on upper section due to increased roadway width. As a result, anticipated construction duration likely to extend through two seasons.                                                                  | Standard construction methods for 3R. Anticipated construction duration limited to one season.                                                                 | Increased difficulty of construction to build retaining wall systems and improve roadway width and subgrade on upper section due to increased roadway width. As a result, anticipated construction duration likely to extend through two seasons.                                                                                                                           | Increased difficulty of construction to build roadway on entirely new alignment. Extended construction duration, but would not affect existing roadway operation. As a result, anticipated construction duration likely to extend through two seasons. | Increased difficulty of construction to build roadway on entirely new alignment. Extended construction duration, but would not affect existing roadway operation. As a result, anticipated construction duration likely to extend through two seasons. |
| How does the alternative maintain visitor and emergency access to the valley during construction? | NA                               | Access maintained via standard traffic control using flaggers to direct one-way traffic during work hours. Regular traffic flow outside of work hours.         | Access maintained via standard traffic control using flaggers to direct one-way traffic during work hours. Regular traffic flow outside of work hours.<br><br>Lower: No construction, full access maintained.     | Upper: Access maintained via complex traffic control due to work areas needed for retaining wall construction; requires installation of temporary K-rail and operation of one-way traffic signal system and minor traffic delays around the clock.<br><br>Lower: No construction, full access maintained.          | Access maintained via standard traffic control using flaggers to direct one-way traffic during work hours. Regular traffic flow outside of work hours.         | Upper: Access maintained via complex traffic control due to work areas needed for retaining wall construction; requires installation of temporary K-rail and operation of one-way traffic signal system and minor traffic delays around the clock.<br><br>Lower: Access maintained via standard traffic control using flaggers to direct one-way traffic during work hours. | No traffic control needed.                                                                                                                                                                                                                             | No traffic control needed.                                                                                                                                                                                                                             |
| Is construction of the alternative financially feasible?                                          | Estimated construction cost: \$0 | Estimated construction cost: \$7M                                                                                                                              | Estimated construction cost: \$2.5M                                                                                                                                                                               | Estimated construction cost: \$24M                                                                                                                                                                                                                                                                                 | Estimated construction cost: \$7.5M                                                                                                                            | Estimated construction cost: \$29M                                                                                                                                                                                                                                                                                                                                          | Estimated construction cost: Unknown                                                                                                                                                                                                                   | Estimated construction cost: Unknown                                                                                                                                                                                                                   |
| <b>Long-Term Operations and Maintenance</b>                                                       |                                  |                                                                                                                                                                |                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                        |
| Does the alternative have the potential to improve operations and maintenance?                    | No potential for improvement.    | Potential for moderate improvement due to improved pavement structural section and new culverts, thereby reducing maintenance costs and improving rideability. | Upper: Potential for moderate improvement due to improved pavement structural section and new culverts.<br><br>Lower: No potential for improvement, existing yearly maintenance costs would continue to increase. | Upper: Potential for substantial improvement due to fully addressing slopes, subgrade, and drainage conditions and ability to easily conduct maintenance operations and maintain traffic on 2-lane road.<br><br>Lower: No potential for improvement, existing yearly maintenance costs would continue to increase. | Potential for moderate improvement due to improved pavement structural section and new culverts, thereby reducing maintenance costs and improving rideability. | Upper: Potential for substantial improvement due to fully addressing slopes, subgrade, and drainage conditions and ability to easily conduct maintenance operations and maintain traffic on 2-lane road.<br><br>Lower: Potential for moderate improvement due to improved pavement structural section and new culverts.                                                     | Potential for substantial improvement because new road would be constructed to current standards.                                                                                                                                                      | Potential for substantial improvement on new emergency route because road would be constructed to current standards.<br><br>No potential for improvement on existing road.                                                                             |

| Screening Criteria                                                                        | No Build                                          | 3R Entire Route                                                                                                                                               | No Build Lower, Combo 1-/2-Lane Upper                                                                                                                                                                                                                                                        | No Build Lower, 2-Lane Upper                                                                                                                                                                                                                                                                                                                                                      | 3R Lower, Combo 1-/2-Lane Upper                                                                                                                                                                                                                                                              | 3R Lower, 2-Lane Upper                                                                                                                                                                                                                                                                                                                                                      | New Alignment Roadway                                                                                                                                                                                                                                                                                                                                   | New Alignment Emergency Access Route                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Community Values</b>                                                                   |                                                   |                                                                                                                                                               |                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                              |
| How does the construction duration and/or closure plans impact businesses and recreation? | NA                                                | Single season construction duration likely to have limited impact on visitation compared to 2-lane upper alternatives.                                        | Single season construction duration likely to have limited impact on visitation compared to 2-lane upper alternatives.                                                                                                                                                                       | Longer construction duration likely to have more impact on visitation than other alternatives except 3R Lower, 2-Lane Upper.                                                                                                                                                                                                                                                      | Single season construction duration likely to have limited impact on visitation compared to 2-lane upper alternatives.                                                                                                                                                                       | Longer construction duration likely to have more impact on visitation than other alternatives.                                                                                                                                                                                                                                                                              | Construction duration not likely to impact visitation because does not affect existing road operation.                                                                                                                                                                                                                                                  | Construction duration not likely to impact visitation because does not affect existing road operation.                                                                                                                                                                                                                                                       |
| Is the alternative compatible with established local plans and visions?                   | Yes, will continue to allow visitation to valley. | Yes, will continue to allow visitation to valley during both construction and operation.                                                                      | Yes, will continue to allow visitation to valley during both construction and operation.                                                                                                                                                                                                     | Yes, will continue to allow visitation to valley during both construction and operation.                                                                                                                                                                                                                                                                                          | Yes, will continue to allow visitation to valley during both construction and operation.                                                                                                                                                                                                     | Yes, will continue to allow visitation to valley during both construction and operation.                                                                                                                                                                                                                                                                                    | Yes, will continue to allow visitation to valley during both construction and operation.                                                                                                                                                                                                                                                                | Yes, will continue to allow visitation to valley during both construction and operation.                                                                                                                                                                                                                                                                     |
| <b>Environmental Resources</b>                                                            |                                                   |                                                                                                                                                               |                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                              |
| How much previously undisturbed land does the alternative impact?                         | 0 acres                                           | 0 acres                                                                                                                                                       | 3 acres                                                                                                                                                                                                                                                                                      | 8 acres                                                                                                                                                                                                                                                                                                                                                                           | 4 acres                                                                                                                                                                                                                                                                                      | 9 acres                                                                                                                                                                                                                                                                                                                                                                     | 30 acres                                                                                                                                                                                                                                                                                                                                                | 15 acres                                                                                                                                                                                                                                                                                                                                                     |
| How does the alternative impact wetlands?                                                 | No impact.                                        | Negligible wetland impact limited to culvert replacement only.                                                                                                | Some wetland impact likely, due to culvert replacement.                                                                                                                                                                                                                                      | Some wetland impact likely, due to wider cross section in upper section.                                                                                                                                                                                                                                                                                                          | Some wetland impact likely, due to culvert replacement.                                                                                                                                                                                                                                      | Some wetland impact likely, due to culvert replacement in lower section and wider cross section in upper section.                                                                                                                                                                                                                                                           | Greatest potential for wetland impact due to new alignment extending through previously undisturbed areas.                                                                                                                                                                                                                                              | Greatest potential for wetland impact due to new alignment extending through previously undisturbed areas.                                                                                                                                                                                                                                                   |
| How does the alternative impact sensitive plant and animal species?                       | No impact.                                        | Least potential for impact on sensitive animal species due to light and noise from construction activities. No impact on critical habitat or migratory birds. | Minor potential impact on sensitive animal species due to light and noise from construction activities. Less potential for impact to sensitive plant species than 2-lane alternatives because of smaller footprint. Minor potential for impact to migratory birds due to vegetation removal. | Moderate potential impact on sensitive animal species due to light and noise from long duration of construction activities in a larger construction footprint than alternatives without 2 lanes. Higher potential for impact to sensitive plant species due to larger footprint than other alternatives. Minor potential for impact to migratory birds due to vegetation removal. | Minor potential impact on sensitive animal species due to light and noise from construction activities. Less potential for impact to sensitive plant species than 2-lane alternatives because of smaller footprint. Minor potential for impact to migratory birds due to vegetation removal. | Moderate potential impact on sensitive animal species due to light and noise from long duration of construction activities in a larger construction footprint than alternatives without 2 lanes. Higher potential for impact to sensitive plant species due to larger footprint than other alternatives. Minor potential for impact to migratory birds due to tree removal. | Greatest potential impact on sensitive animal species due to light and noise from long duration of construction activities in a larger construction footprint than other alternatives. Highest potential for impact to sensitive plant species due to new alignment construction. Moderate potential for impact to migratory birds due to tree removal. | Greatest potential impact on sensitive animal species due to light and noise from long duration of construction activities in a larger construction footprint than most other alternatives. Highest potential for impact to sensitive plant species due to new alignment construction. Moderate potential for impact to migratory birds due to tree removal. |
| How does the alternative impact cultural and/or tribal resources?                         | No impact.                                        | Negligible potential for impact due to limited disturbance.                                                                                                   | Negligible potential for impact due to limited disturbance.                                                                                                                                                                                                                                  | Negligible potential for impact due to limited disturbance.                                                                                                                                                                                                                                                                                                                       | Negligible potential for impact due to limited disturbance.                                                                                                                                                                                                                                  | Negligible potential for impact due to limited disturbance. Roadway maintains current alignment.                                                                                                                                                                                                                                                                            | Greatest potential for wetland impact due to new alignment extending through previously undisturbed areas.                                                                                                                                                                                                                                              | Greatest potential for wetland impact due to new alignment extending through previously undisturbed areas.                                                                                                                                                                                                                                                   |
| What visual impacts does the alternative have?                                            | No impact.                                        | No visual impact because no change to roadway width or alignment.                                                                                             | Although the addition of retaining walls and tree removal in areas of new pullouts may result in limited visual changes; there are few views of the road from the valley or nearby trails.                                                                                                   | Although the addition of retaining walls and tree removal in areas of new pullouts may result in limited visual changes; there are few views of the road from the valley or nearby trails.                                                                                                                                                                                        | Although the addition of retaining walls and tree removal in areas of new pullouts may result in limited visual changes; there are few views of the road from the valley or nearby trails.                                                                                                   | Although the addition of retaining walls and tree removal in areas of new pullouts may result in limited visual changes; there are few views of the road from the valley or nearby trails.                                                                                                                                                                                  | Greatest potential for visual impact due to construction of new roadway and associated tree removal and cut and fill slopes.                                                                                                                                                                                                                            | Greatest potential for visual impact due to construction of new roadway and associated tree removal and cut and fill slopes.                                                                                                                                                                                                                                 |

| Screening Criteria                                                               | No Build   | 3R Entire Route                                   | No Build Lower, Combo 1-/2-Lane Upper             | No Build Lower, 2-Lane Upper                      | 3R Lower, Combo 1-/2-Lane Upper                   | 3R Lower, 2-Lane Upper                            | New Alignment Roadway                                                                                      | New Alignment Emergency Access Route                                                                       |
|----------------------------------------------------------------------------------|------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| How does the alternative impact designated wilderness and other sensitive areas? | No impact. | No impact because no change in roadway alignment. | No impact because no change in roadway alignment. | No impact because no change in roadway alignment. | No impact because no change in roadway alignment. | No impact because no change in roadway alignment. | Greatest potential for wetland impact due to new alignment extending through previously undisturbed areas. | Greatest potential for wetland impact due to new alignment extending through previously undisturbed areas. |





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OF THE BOARD OF SUPERVISORS**

**SPECIAL MEETING AGENDA REQUEST**

Print

|                               |                                                             |                                           |                                                         |
|-------------------------------|-------------------------------------------------------------|-------------------------------------------|---------------------------------------------------------|
| <b>MEETING DATE</b>           | May 17, 2016                                                | <b>DEPARTMENT</b>                         |                                                         |
| <b>ADDITIONAL DEPARTMENTS</b> |                                                             |                                           |                                                         |
| <b>TIME REQUIRED</b>          | 15 minutes (10 minute presentation;<br>5 minute discussion) | <b>PERSONS APPEARING BEFORE THE BOARD</b> | John Urdi, Executive Director,<br>Mammoth Lakes Tourism |
| <b>SUBJECT</b>                | Air Service Update and Summer<br>2016 Partnership Request   |                                           |                                                         |

**AGENDA DESCRIPTION:**

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

Air Service Update and Summer 2016 Partnership Request

**RECOMMENDED ACTION:**

Hear update and provide discussion and feedback.

**FISCAL IMPACT:**

None at this time

**CONTACT NAME:** Leslie Chapman

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

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**32 DAYS PRECEDING THE BOARD MEETING**

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**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

|                                                                          |
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|--------------------------------------------------------------------------|

**History**

| Time              | Who                          | Approval |
|-------------------|------------------------------|----------|
| 5/12/2016 8:45 PM | County Administrative Office | Yes      |

5/13/2016 8:19 AM

County Counsel

Yes

5/13/2016 7:54 AM

Finance

Yes



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**SPECIAL MEETING AGENDA REQUEST**

Print

|                               |                                                             |                                           |              |
|-------------------------------|-------------------------------------------------------------|-------------------------------------------|--------------|
| <b>MEETING DATE</b>           | May 17, 2016                                                | <b>DEPARTMENT</b>                         |              |
| <b>ADDITIONAL DEPARTMENTS</b> |                                                             |                                           |              |
| <b>TIME REQUIRED</b>          | 15 minutes (10 minute presentation;<br>5 minute discussion) | <b>PERSONS APPEARING BEFORE THE BOARD</b> | Grady Dutton |
| <b>SUBJECT</b>                | Airport Update                                              |                                           |              |

**AGENDA DESCRIPTION:**

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

Update on terminal planning and other airport issues.

**RECOMMENDED ACTION:**

Hear staff report on Mammoth airport

**FISCAL IMPACT:**

None

**CONTACT NAME:** Leslie Chapman

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

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| Time              | Who                          | Approval |
|-------------------|------------------------------|----------|
| 5/12/2016 8:45 PM | County Administrative Office | Yes      |

5/13/2016 8:20 AM

County Counsel

Yes

5/13/2016 7:55 AM

Finance

Yes



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**SPECIAL MEETING AGENDA REQUEST**

Print

|                               |                                                                                                        |                                           |                                       |
|-------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|
| <b>MEETING DATE</b>           | May 17, 2016                                                                                           | <b>DEPARTMENT</b>                         |                                       |
| <b>ADDITIONAL DEPARTMENTS</b> |                                                                                                        |                                           |                                       |
| <b>TIME REQUIRED</b>          | 20 minutes (15 minute presentation; 5 minute discussion)                                               | <b>PERSONS APPEARING BEFORE THE BOARD</b> | Dan Holler, Stuart Brown, Joel Rathje |
| <b>SUBJECT</b>                | Recreation - Youth Sports, Facilities, Current and Future Interconnections between the Town and County |                                           |                                       |

**AGENDA DESCRIPTION:**

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

Stuart Brown, Parks and Recreation Manager will present a recreation update including youth sports funding, facilities and interconnections between the Town and County. Dan Holler, Town Manager and Joel Rathje will facilitate discussion and brainstorming regarding the big recreation picture and future planning for countywide recreation.

**RECOMMENDED ACTION:**

Discussion only, no action required at this time.

**FISCAL IMPACT:**

None

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 7600-932-5414 / lchapman@mono.ca.gov

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|---------------------------------------------------------------------------|
| <p>Click to download</p> <p> <a href="#">Youth Sports Allocations</a></p> |
|---------------------------------------------------------------------------|

**History**

**Time**

**Who**

**Approval**

Mammoth Lakes Town Council  
Agenda Action Sheet

Agenda Item # 11  
120-40

**Council Meeting Date:** May 4, 2016

**Date Prepared:** April 28, 2016

**Prepared by:** Stuart Brown, Recreation Manager  
Steph Daniel, Recreation Supervisor

**Title:** 2016 Youth Sports Funding

**Agenda:** Policy

**Recommended Motion:** Accept the Recreation Commission's 2016 Youth Sports Funding recommendations as identified in Exhibit A.

**Background Information:** The Town of Mammoth Lakes annually awards funds to supplement organized, non-profit and self-sustaining youth sports programs that may be in need of additional funding to provide enhanced programming or to foster greater participation from low-income residents. Funding had been reduced in previous years. In 2015 the Town Council approved additional one-time funds to meet the needs of the groups. At the conclusion of the 2015 award, staff approached Mono County Supervisor for District 5, Stacy Corless with the intent to implement a more collaborative, streamlined and efficient funding process that would jointly serve the youth in both Mammoth Lakes and Mono County. In August of 2015, the Board of Supervisors approved an allocation of \$6,000 for youth sports funding in lieu of funding the youth organizations through the county nonprofit grant program.

The addition of county funding provides \$34,800 of available funding for award through the 2016 Town of Mammoth Lakes Youth Sports Funding Program.

In 2016, the total amount of money requested by county-wide youth sports funding organizations was \$56,200.

On April 5, 2016 the Recreation Commission by motion (5-0) approved the 2016 Youth Sports Funding recommendations as identified in Exhibit A. The Recreation Commission as a follow-up to the April 6 workshop with Town Council discussed the program at their May 3, 2016 regular meeting.

**Funds Available:** \$34,800

**Reviewed by:**

\_\_\_\_ Town Manager    \_\_\_\_ Public Works    \_\_\_\_ Recreation    \_\_\_\_ Planning

## 2016 Youth Sports Program Funding Recommendations

Approved by motion (5-0) by Recreation Commission on April 5, 2016

| Organization                          | 2016 Commission Recommendation | % of Award     | 2016 Request        | % of Request of Budget | 2015 Award          | % of Award     | 2015 Participants | \$ Request per Participant | % of Total Participants | Cost of Program      | Cost Per Participant |
|---------------------------------------|--------------------------------|----------------|---------------------|------------------------|---------------------|----------------|-------------------|----------------------------|-------------------------|----------------------|----------------------|
| Disabled Sports Eastern Sierra        | \$ 900.00                      | 3%             | \$ 3,500.00         | 6.2%                   | \$ 900.00           | 3%             | 11                | \$ 318.18                  | 1%                      | \$ 12,300.00         | \$ 1,118.18          |
| Eastern Sierra Nordic Ski Association | \$ 2,000.00                    | 6%             | \$ 3,500.00         | 6.2%                   | \$ 2,000.00         | 6%             | 135               | \$ 25.93                   | 11%                     | \$ 18,207.97         | \$ 134.87            |
| Mammoth AYSO                          | \$ 9,000.00                    | 26%            | \$ 14,000.00        | 24.9%                  | \$ 9,000.00         | 26%            | 585               | \$ 23.93                   | 47%                     | \$ 66,170.50         | \$ 113.11            |
| Mammoth Lakes Swim Team               | \$ 3,700.00                    | 11%            | \$ 6,700.00         | 11.9%                  | \$ 3,700.00         | 11%            | 60                | \$ 111.67                  | 5%                      | \$ 29,800.00         | \$ 496.67            |
| Mammoth Youth Football                | \$ 5,000.00                    | 14%            | \$ 7,000.00         | 12.5%                  | \$ 5,000.00         | 14%            | 65                | \$ 107.69                  | 5%                      | \$ 20,047.00         | \$ 308.42            |
| Mammoth Youth Hockey                  | \$ 2,500.00                    | 7%             | \$ 2,500.00         | 4.4%                   | \$ 2,500.00         | 7%             | 51                | \$ 49.02                   | 4%                      | \$ 13,282.00         | \$ 260.43            |
| Mono County Little League             | \$ 3,700.00                    | 11%            | \$ 8,000.00         | 14.2%                  | \$ 3,700.00         | 11%            | 162               | \$ 49.38                   | 13%                     | \$ 25,000.00         | \$ 154.32            |
| Mammoth Club Volleyball               | \$ 2,000.00                    | 6%             | \$ 5,000.00         | 8.9%                   | \$ 2,000.00         | 6%             | 54                | \$ 92.59                   | 4%                      | \$ 28,586.13         | \$ 529.37            |
| MUSD Husky Club                       | \$ 6,000.00                    | 17%            | \$ 6,000.00         | 10.7%                  | \$ 6,000.00         | 17%            | 110               | \$ 54.55                   | 9%                      | \$ 6,797.10          | \$ 61.79             |
| <b>Total</b>                          | <b>\$ 34,800.00</b>            | <b>100.00%</b> | <b>\$ 56,200.00</b> | <b>100.0%</b>          | <b>\$ 34,800.00</b> | <b>100.00%</b> | <b>1233</b>       | <b>\$ 45.58</b>            | <b>100.00%</b>          | <b>\$ 220,190.70</b> | <b>\$ 3,177.17</b>   |

Available balance =

\$ 34,800.00

Town = \$28,800 / County \$6,000





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## SPECIAL MEETING AGENDA REQUEST

Print

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|-------------------------------|-------------------------------------------------------------|-------------------------------------------|-----------|
| <b>MEETING DATE</b>           | May 17, 2016                                                | <b>DEPARTMENT</b>                         |           |
| <b>ADDITIONAL DEPARTMENTS</b> |                                                             |                                           |           |
| <b>TIME REQUIRED</b>          | 15 minutes (10 minute presentation;<br>5 minute discussion) | <b>PERSONS APPEARING BEFORE THE BOARD</b> | John Helm |
| <b>SUBJECT</b>                | ESTA Update and Transit Issue Discussion                    |                                           |           |

### AGENDA DESCRIPTION:

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

Presentation by John Helm, ESTA Executive Director regarding transit activities including the short term transit plan and priorities, transit statistics, impact of the loss of STIP funds, and other topics including the Reds Meadows rehabilitation project.

### RECOMMENDED ACTION:

Hear presentation with discussion to follow.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Leslie Chapman

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

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[ESTA Update Staff Report](#)

History

| <b>Time</b>       | <b>Who</b>                   | <b>Approval</b> |
|-------------------|------------------------------|-----------------|
| 5/12/2016 3:47 AM | County Administrative Office | Yes             |
| 5/12/2016 8:25 AM | County Counsel               | Yes             |
| 5/12/2016 9:57 AM | Finance                      | Yes             |

May 17, 2016

## STAFF REPORT

**Subject:** ESTA Update and Transit Issue Discussion

**Initiated by:** John Helm, Executive Director, Eastern Sierra Transit Authority

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### 1. SHORT RANGE TRANSIT PLAN

In 2015, the Mono County Local Transportation Commission was awarded a Rural Planning Assistance grant on behalf of its sub-applicant, the Eastern Sierra Transit Authority (ESTA), for the preparation of a Short Range Transit Plan (SRTP). As the region's transit operator, ESTA requires an update of the SRTP in order to continue to receive federal transit funding. The previous Short Range Transit Plan, completed in 2009, has been a valuable resource in guiding ESTA's development and was due for an update. The updated short-range transit plan will be supportive of the regional Transportation Improvement Program (TIP), establish a five-year strategic plan for ESTA, serve as justification for federal and state funding, and demonstrate ESTA's stewardship of public funds. In addition the updated SRTP will provide essential information, analysis and recommendations regarding operations, contracts, capital planning, and marketing.

In 2015, the Eastern Sierra Transit Authority retained LSC Transportation Consultants, Inc. to prepare a five-year Transit Plan for the region, funded by a Rural Planning Assistance grant. This SRTP study was conducted to assess transit and related transportation issues in the two county service area and to provide a "road map" for improvements to the public transit program over the upcoming five years. The intent of the study was to evaluate the specific needs for transit services, as well as to develop plans for improvements and service revisions. This has been accomplished through the review of existing transit conditions and evaluation of operations, as well as through public outreach via onboard surveys and community-based meetings. A wide range of alternatives were then evaluated. Additionally, an important element of this study was to identify stable funding sources for operations and capital improvements of transit services. As a whole, this study provides a comprehensive strategy of short-range service, capital, and institutional improvements, with a supporting financial and implementation plan.

The Plan is also used to develop transit capital programming documents which are the basis for State and Federal funding decisions. The Plan provides the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), and other grant funding agencies with the detailed planning justification for awarding operating and capital grants to ESTA. This Plan was developed through an analysis of

existing needs and available services, and provides an evaluation of projected needs and funding availability for the next five years.

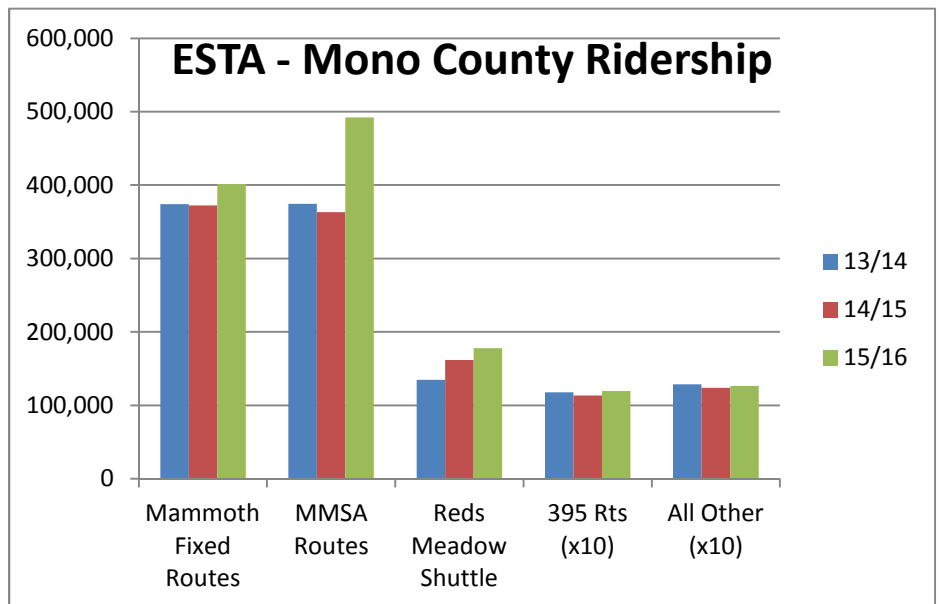
This SRTP document first presents and reviews the setting for transportation services, including demographic factors and the recent operating history of the public transit service in the area. A wide range of service, capital, institutional, management and financial alternatives are then discussed. Finally, the resulting plan is presented, including year-by-year implementation and financial strategies. Select highlights of the study include:

- Review of outreach conducted in relation to the study
- Detailed review of ESTA’s operating statistics
- Listing of ESTA operating performance, including a peer review
- Analysis of attainment of goals outlined in the previous SRTP
- Discussion of Service, Capital, and Management & Financial Alternatives
  - Service Plans include recommendation for modification of the evening fixed routes to provide service to the Meridian corridor
  - Expansion of 395 Routes service to Reno and Lancaster to 5 days/week and Saturdays during the summer
  - Capital plans include recommendation for development of a Mammoth Lakes Transit Center
- Implementation Plan for proposed alternatives

The draft SRTP has been presented to both the Mono and Inyo County Local Transportation Commissions for their review, and has been reviewed and approved by the ESTA Board of Directors. The complete SRTP is available for review on ESTA’s website at: <http://www.estransit.com/administration/reports-and-plan/>

## 2. TRANSIT STATISTICS

A summary of transit ridership for the past three years is illustrated in the graph at right. Detailed operating statistics for ESTA’s services operated in Mono County are included on the following page:



| Date            | Route            | Passenger Trips | Service Hours | Miles   | Fares        | % Change over 3 years |          |       |
|-----------------|------------------|-----------------|---------------|---------|--------------|-----------------------|----------|-------|
|                 |                  |                 |               |         |              | Trips                 | Trips/Hr | Fares |
| May 15 - Apr 16 | Mammoth Exp.     | 3,808           | 1,326         | 57,588  | \$21,481.00  | 21%                   | -29%     | 20%   |
| May 15 - Apr 16 | Walker DAR       | 2,457           | 1,508         | 12,440  | \$6,716.00   | 56%                   | 56%      | 62%   |
| May 15 - Apr 16 | Brdgpt-Grdnrvil  | 478             | 316           | 9,940   | \$3,632.00   | -17%                  | -13%     | -11%  |
| May 15 - Apr 16 | Benton           | 448             | 166           | 14,658  | \$2,214.00   | -14%                  | 60%      | -9%   |
| May 15 - Apr 16 | Gray             | 40,534          | 4,027         | 74,000  | \$0.00       | -17%                  | -18%     |       |
| May 15 - Apr 16 | Lakes Trolley    | 39,380          | 1,798         | 24,402  | \$0.00       | 40%                   | -11%     |       |
| May 15 - Apr 16 | Purple           | 101,449         | 4,021         | 48,456  | \$0.00       | 2%                    | 2%       |       |
| May 15 - Apr 16 | Trolley          | 209,525         | 6,160         | 86,617  | \$0.00       | 11%                   | 4%       |       |
| May 15 - Apr 16 | Meas U Specials  | 10,775          | 237           | 3,240   | \$270.00     | 11%                   | 10%      |       |
| May 15 - Apr 16 | Mammoth DAR      | 3,017           | 2,256         | 10,759  | \$7,580.00   | -34%                  | -26%     | -36%  |
| May 15 - Apr 16 | June Mtn Shuttle | 2,416           | 453           | 12,748  | \$29,448.00  | -1%                   | -11%     | 0%    |
| May 15 - Apr 16 | Reno             | 6,672           | 2,252         | 122,708 | \$140,256.00 | 14%                   | 12%      | 41%   |
| May 15 - Apr 16 | Lancaster        | 5,285           | 1,515         | 85,767  | \$75,148.00  | -11%                  | -9%      | -2%   |
| May 15 - Apr 16 | MMSA             | 492,324         | 10,975        | 138,534 | \$0.00       | 32%                   | 6%       |       |
| May 15 - Apr 16 | Reds Meadow      | 177,906         | 5,231         | 74,552  | \$534,483.00 | 32%                   | 15%      | 35%   |
|                 | TOTAL            | 1,096,474       | 42,241        | 776,409 | \$821,228.00 | 21%                   | 9%       | 28%   |
| May 14 - Apr 15 | Mammoth Exp.     | 3,022           | 852           | 38,132  | \$16,337.00  |                       |          |       |
| May 14 - Apr 15 | Walker DAR       | 1,883           | 1,509         | 10,847  | \$5,211.00   |                       |          |       |
| May 14 - Apr 15 | Brdgpt-Grdnrvil  | 503             | 317           | 9,618   | \$3,426.00   |                       |          |       |
| May 14 - Apr 15 | Benton           | 1,030           | 238           | 13,848  | \$4,492.00   |                       |          |       |
| May 14 - Apr 15 | Gray             | 42,626          | 4,009         | 74,841  | \$0.00       |                       |          |       |
| May 14 - Apr 15 | Lakes Trolley    | 35,377          | 1,822         | 23,699  | \$0.00       |                       |          |       |
| May 14 - Apr 15 | Purple           | 98,893          | 4,011         | 48,769  | \$0.00       |                       |          |       |
| May 14 - Apr 15 | Trolley          | 183,419         | 5,757         | 84,806  | \$0.00       |                       |          |       |
| May 14 - Apr 15 | Meas U Specials  | 12,008          | 293           | 3,558   | \$253.00     |                       |          |       |
| May 14 - Apr 15 | Mammoth DAR      | 3,135           | 2,167         | 10,460  | \$7,996.00   |                       |          |       |
| May 14 - Apr 15 | June Mtn Shuttle | 2,804           | 312           | 10,373  | \$23,768.00  |                       |          |       |
| May 14 - Apr 15 | Reno             | 5,591           | 2,155         | 122,647 | \$107,464.00 |                       |          |       |
| May 14 - Apr 15 | Lancaster        | 5,763           | 1,542         | 86,171  | \$77,316.00  |                       |          |       |
| May 14 - Apr 15 | MMSA             | 363,062         | 8,948         | 121,324 | \$0.00       |                       |          |       |
| May 14 - Apr 15 | Reds Meadow      | 161,863         | 4,874         | 68,589  | \$455,260.00 |                       |          |       |
|                 | TOTAL            | 920,979         | 38,806        | 727,682 | \$701,523.00 |                       |          |       |
| May 13 - Apr 14 | Mammoth Exp.     | 3,156           | 781           | 35,740  | \$17,869.00  |                       |          |       |
| May 13 - Apr 14 | Walker DAR       | 1,575           | 1,510         | 10,433  | \$4,157.00   |                       |          |       |
| May 13 - Apr 14 | Brdgpt-Grdnrvil  | 577             | 332           | 10,225  | \$4,083.00   |                       |          |       |
| May 13 - Apr 14 | Benton           | 518             | 307           | 9,497   | \$2,425.00   |                       |          |       |
| May 13 - Apr 14 | Gray             | 49,076          | 4,022         | 73,844  | \$0.00       |                       |          |       |
| May 13 - Apr 14 | Lakes Trolley    | 28,077          | 1,135         | 14,703  | \$0.00       |                       |          |       |
| May 13 - Apr 14 | Purple           | 99,372          | 4,008         | 49,077  | \$0.00       |                       |          |       |
| May 13 - Apr 14 | Trolley          | 187,977         | 5,724         | 81,141  | \$0.00       |                       |          |       |
| May 13 - Apr 14 | Meas U Specials  | 9,707           | 234           | 2,967   | \$0.00       |                       |          |       |
| May 13 - Apr 14 | Mammoth DAR      | 4,568           | 2,537         | 13,448  | \$11,933.00  |                       |          |       |
| May 13 - Apr 14 | June Mtn Shuttle | 2,451           | 408           | 12,186  | \$29,325.00  |                       |          |       |
| May 13 - Apr 14 | Reno             | 5,833           | 2,201         | 120,984 | \$99,666.00  |                       |          |       |
| May 13 - Apr 14 | Lancaster        | 5,919           | 1,538         | 86,357  | \$76,541.00  |                       |          |       |
| May 13 - Apr 14 | MMSA             | 374,342         | 8,832         | 119,109 | \$0.00       |                       |          |       |
| May 13 - Apr 14 | Reds Meadow      | 134,611         | 4,555         | 62,952  | \$395,905.00 |                       |          |       |
|                 | TOTAL            | 907,759         | 38,124        | 702,663 | \$641,904.00 |                       |          |       |

### 3. IMPACT OF LOSS OF STIP FUNDS

Recent reductions in state funding available for transportation programs has resulted in direction from the California Transportation Commission that has eliminated State Transportation Improvement Program (STIP) funding for vehicle replacement and expansion. ESTA and the Town of Mammoth Lakes have been very fortunate in the past through both the STIP program and various Federal Transit Administration grant programs to obtain funding for bus purchases. Going forward, ESTA has anticipated that STIP funding will not be available and has planned for 80/20 FTA funding grants (80% provided by the FTA, 20% local match). The tables below detail the anticipated required vehicle replacement schedule and associated match funding required.

| <b>Recommended ESTA Vehicle Replacements</b> |           |           |           |           |           |           |             |           |                   |
|----------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|-----------|-------------------|
| Fiscal Year-->                               | 2016      | 2017      | 2018      | 2019      | 2020      | 2021      | 2022        | 2023      |                   |
| Minivans                                     |           |           |           |           |           |           |             |           |                   |
| Class-B Cutaways                             |           | 5         |           | 1         | 3         |           | 4           |           |                   |
| Class-C Cutaways                             |           |           | 1         |           |           |           | 1           |           |                   |
| Class-E Med Duty Buses                       |           |           |           | 2         | 3         |           | 1           |           |                   |
| Sprinter Paratransit Vans                    |           |           |           |           |           |           | 1           | 3         |                   |
| Trolleys                                     | 1         | 1         | 1         | 1         | 1         | 1         | 1           | 1         |                   |
| Transit buses                                |           |           |           |           |           | 1         |             |           |                   |
| Support vehicles                             |           | 2         |           |           |           | 2         |             |           |                   |
| minivan @ \$50k                              | \$0       | \$0       | \$0       | \$0       | \$0       | \$0       | \$0         | \$0       | \$0               |
| Class-B @ \$80k                              | \$0       | \$410,000 | \$0       | \$88,300  | \$278,300 | \$0       | \$409,600   | \$0       | \$0               |
| Class-C @ \$90k                              | \$0       | \$0       | \$94,600  | \$0       | \$0       | \$0       | \$115,200   | \$0       | \$0               |
| Type E @ \$135k                              | \$0       | \$0       | \$0       | \$298,000 | \$469,700 | \$0       | \$172,800   | \$0       | \$0               |
| Sprinters @ \$115k                           | \$0       | \$0       | \$0       | \$0       | \$0       | \$0       | \$147,200   | \$464,000 | \$0               |
| Trolleys @ \$200k                            | \$200,000 | \$205,000 | \$210,100 | \$220,800 | \$231,900 | \$243,700 | \$256,000   | \$269,000 | \$0               |
| Transit bus @ \$300k                         | \$0       | \$0       | \$0       | \$0       | \$0       | \$365,500 | \$0         | \$0       | \$0               |
| Support vehicle @ \$30k                      | \$0       | \$61,500  | \$0       | \$0       | \$0       | \$73,100  | \$0         | \$0       | \$0               |
| assumes 2.5% annual inflation                | \$200,000 | \$676,500 | \$304,700 | \$607,100 | \$979,900 | \$682,300 | \$1,100,800 | \$733,000 | \$0               |
|                                              |           |           |           |           |           |           |             |           | TOTAL \$5,084,300 |

To supplement funds from the existing and projected future gain on the sale of retired vehicles, approximately \$545,000 will need to be set aside over the next eight years to accrue the required 20% matching funds. The table below details a scenario where the 8-year average annual capital funding needed is broken out by jurisdiction and then "smoothed" at a rate of annual 3% increases. This will permit manageable, consistent budgeting for the required matching capital funds.

| <b>FLEET REPLACEMENT FUNDING ANALYSIS</b>             |           |           |           |           |           |           |             |           |             |
|-------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|-----------|-------------|
| Fiscal Year-->                                        | 2016      | 2017      | 2018      | 2019      | 2020      | 2021      | 2022        | 2023      |             |
| # Vehicles to be Replaced                             | 1         | 8         | 2         | 4         | 7         | 4         | 8           | 7         |             |
| Projected Vehicle Replacement Cost                    | \$200,000 | \$676,500 | \$304,700 | \$607,100 | \$979,900 | \$682,300 | \$1,100,800 | \$733,000 |             |
| Projected Grant Funding (genl. 80%)                   | \$200,000 | \$593,600 | \$243,760 | \$485,680 | \$783,920 | \$545,840 | \$880,640   | \$586,400 |             |
| Available Match (gain on sale)                        | \$75,000  | \$101,600 | \$30,950  | \$42,490  | \$68,590  | \$47,760  | \$77,050    | \$51,310  |             |
| Needed Funding for Match                              | \$0       | \$0       | \$29,990  | \$78,930  | \$127,390 | \$88,700  | \$143,110   | \$95,290  |             |
| Cumulative Match Funding Needed                       | \$0       | \$0       | \$29,990  | \$108,920 | \$236,310 | \$325,010 | \$468,120   | \$563,410 |             |
| <b>Needed Capital Funding</b>                         |           |           |           |           |           |           |             |           | <b>Avg.</b> |
| Inyo/Bishop                                           | \$0       | \$0       | \$0       | \$10,020  | \$39,590  | \$27,568  | \$83,620    | \$60,320  | \$27,640    |
| Mono                                                  | \$0       | \$1,800   | \$0       | \$9,690   | \$15,270  | \$13,789  | \$5,620     | \$0       | \$5,771     |
| Town of Mammoth Lakes                                 | \$0       | \$0       | \$18,860  | \$49,880  | \$72,560  | \$47,360  | \$53,880    | \$34,970  | \$34,689    |
|                                                       |           |           |           |           |           |           |             | \$544,797 |             |
| <b>Smoothed Capital Funding (3% annual increases)</b> |           |           |           |           |           |           |             |           | <b>Avg.</b> |
| Inyo/Bishop                                           | \$24,880  | \$25,630  | \$26,400  | \$27,190  | \$28,000  | \$28,840  | \$29,710    | \$30,600  | \$27,656    |
| Mono                                                  | \$5,200   | \$5,350   | \$5,520   | \$5,680   | \$5,850   | \$6,030   | \$6,210     | \$6,390   | \$5,779     |
| Town of Mammoth Lakes                                 | \$31,220  | \$32,160  | \$33,130  | \$34,120  | \$35,140  | \$36,200  | \$37,280    | \$38,400  | \$34,706    |
| TOTAL                                                 | \$61,300  | \$63,140  | \$65,050  | \$66,990  | \$68,990  | \$71,070  | \$73,200    | \$75,390  |             |
| <b>Cumulative Funding to Capital Reserve</b>          | \$61,300  | \$124,440 | \$189,490 | \$256,480 | \$325,470 | \$396,540 | \$469,740   | \$545,130 |             |
| <b>Cumulative Capital Reserve Needed</b>              | \$0       | \$1,800   | \$20,660  | \$90,250  | \$217,670 | \$306,387 | \$449,507   | \$544,797 |             |
| <b>Net</b>                                            | \$61,300  | \$122,640 | \$168,830 | \$166,230 | \$107,800 | \$90,153  | \$20,233    | \$333     |             |

#### **4. PRIORITY ITEMS FROM THE SHORT RANGE TRANSIT PLAN**

- Vehicle Replacement Funding
  - Funding mechanism/source for 20% match
  -
- Mammoth Lakes Transit Hub
  - Coordinate with Town on location
  - Identify planning and implementation timeline
  - Identify funding sources
- Bus Stop Improvements
  - Village on Minaret
  - Main Street Stops
- Route Modification to Address Evening Meridian Corridor Service
  - Draft options
  - Solicit community and other stakeholder input on options
  - Finalize desired option, including implementation timing

#### **5. OTHER**

- Reds Meadow road rehab project



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## SPECIAL MEETING AGENDA REQUEST

Print

|                               |                                                             |                                           |                            |
|-------------------------------|-------------------------------------------------------------|-------------------------------------------|----------------------------|
| <b>MEETING DATE</b>           | May 17, 2016                                                | <b>DEPARTMENT</b>                         |                            |
| <b>ADDITIONAL DEPARTMENTS</b> |                                                             |                                           |                            |
| <b>TIME REQUIRED</b>          | 20 minutes (15 minute presentation;<br>5 minute discussion) | <b>PERSONS APPEARING BEFORE THE BOARD</b> | Megan Mahaffey, Dan Holler |
| <b>SUBJECT</b>                | Strategic Plan Update                                       |                                           |                            |

### AGENDA DESCRIPTION:

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

Presentations by Town and County staff regarding their respective strategic plan updates. Additional material will be provided at the meeting.

### RECOMMENDED ACTION:

Hear presentations, provide feedback.

### FISCAL IMPACT:

None

**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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[Mono Staff Report](#)

[Mono Strategic Plan Framework](#)

History



| <b>Time</b>       | <b>Who</b>                   | <b>Approval</b> |
|-------------------|------------------------------|-----------------|
| 5/12/2016 8:47 PM | County Administrative Office | Yes             |
| 5/12/2016 4:55 PM | County Counsel               | Yes             |
| 5/13/2016 7:54 AM | Finance                      | Yes             |



*Leslie L. Chapman*  
*County Administrative Officer*

May 17, 2016

**To:** Honorable Mono County Board of Supervisors  
Honorable Town of Mammoth Lakes Council

**From:** Mono County Administrative Office: Leslie Chapman  
Mono County Finance Department: Megan Mahaffey

**Re:** Mono County Strategic Plan

**Actions Requested:**

Accept update on Mono County Strategic Plan and provide feedback.

**Fiscal Impact of Requested Actions:**

None at this time.

**Update:**

Mono County is now undertaking a push for the Strategic Plan to guide the budget process and in an effort to prioritize department level work plans for next fiscal year. On March 14, 2016 the Mono County Board of Supervisors held a workshop to establish Focus areas for 2016-2017 fiscal year. These focus areas will be discussed with Department heads in May and feedback will be given in a Strategic Plan update to the Board in June. The Focus areas agreed upon by the board will be the guiding force of the 2016-2017 budget. The next step after full alignment of the Mono County Strategic Plan with the budget will be the creation of measurements during the 2016-2017 fiscal year.

**Background:**

The Mono County Strategic Planning process began in 2013 in an effort to prioritize work areas, ensure that the work being done aligns with community needs, while effectively allocating and budgeting resources. The Mono County Strategic Plan was shaped by input from all staff within the organization, the Board of Supervisors, and community members. The Mono County Strategic Plan framework was adopted by the board on January 20, 2015. Over the past three years, the information collected through the process has been reviewed and refined then used to create the Strategic Planning dashboard. The dashboard is a tool to better understand the work that we do, and how it impacts the communities we serve.

**Attachments:**

Mono County Strategic Plan – Adopted Framework

Vision

# Mono County

## Outstanding Community Services, Quality of Life Beyond Compare

Mission

**Mono County's Mission:**  
*To support all our communities by providing superior services while protecting our unique rural environment.*

Values

- Customer Service**  
We commit to exceptional service by managing the resources entrusted to us with integrity, trust, respect, and accountability.
- Integrity**  
We demonstrate our integrity by ensuring our work is performed with consistency, credibility, and confidentiality.
- Excellence**  
We strive to achieve the highest standards of excellence; continuously learn, develop, and improve; and take pride in our work.
- Collaboration**  
We commit to responsible communication and respectful partnerships to achieve common goals.
- Innovation**  
We strive to foster innovation and creative thinking, embrace change and challenge the status quo, listen to all ideas and viewpoints, learn from our successes and mistakes.
- Results Orientation**  
We strive to set challenging goals, focus on output, assume responsibility, and constructively solve problems.



Strategic Directions

- Promote a Strong Diverse Economy
- Protect Natural Resources & Enhance Public Access
- Understand & Address Community Needs
- Support Healthy People in Healthy Communities
- Embrace and Reward Innovation
- Effectively Use Resources
- Workforce Workplace Wellness
- Strengthen County Culture

*Best Mono Imaginable*



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

**SPECIAL MEETING AGENDA REQUEST**

Print

|                               |                                                         |                                           |                            |
|-------------------------------|---------------------------------------------------------|-------------------------------------------|----------------------------|
| <b>MEETING DATE</b>           | May 17, 2016                                            | <b>DEPARTMENT</b>                         |                            |
| <b>ADDITIONAL DEPARTMENTS</b> |                                                         |                                           |                            |
| <b>TIME REQUIRED</b>          | 10 minutes (5 minute presentation; 5 minute discussion) | <b>PERSONS APPEARING BEFORE THE BOARD</b> | Jeff Walters, Grady Dutton |
| <b>SUBJECT</b>                | Town/County Public Works Project Update                 |                                           |                            |

**AGENDA DESCRIPTION:**

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

Overview of Town and County capital projects for this summer.

**RECOMMENDED ACTION:**

Hear an overview of Town and County capital projects and provide feedback.

**FISCAL IMPACT:**

None

**CONTACT NAME:** Jeff Walters

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

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

|                                                                    |
|--------------------------------------------------------------------|
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|--------------------------------------------------------------------|

**History**

| Time              | Who                          | Approval |
|-------------------|------------------------------|----------|
| 5/12/2016 9:14 PM | County Administrative Office | Yes      |

5/13/2016 8:22 AM

County Counsel

Yes

5/13/2016 7:54 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:** May 17, 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:** Public Works Project Update

**Recommended Action:**

Hear staff updates regarding Public Works projects. Provide any desired direction to staff.

**Fiscal Impact:**

None at this time.

**Discussion:**

Mono County's Public Works Department has many projects its staff is currently working on. Some of these include:

1. Bridgeport Road Shop Biomass Boiler
2. Memorial Hall remodel
3. Mono Lake Park restroom remodel
4. Spring road openings
  - a. Tioga Pass (this included on the job training for many staff)
  - b. Saddlebag Lake
5. New road striping system arrived and is being assembled
6. Speed limit signs in Mono City
7. Bodie Road repair with State Park assistance
8. Sage Grouse sign placement off Whitmore Tubbs Road for BLM
9. Mountain Gate Fishing Access
10. Stock Drive Realignment for Bryant Field Airport in Bridgeport
11. June Lake Streets Rehabilitation
12. Convict Lake Road Rehabilitation
13. Rock Creek Road Rehabilitation
14. Crowley Lake Skate Park
15. White Mountain Estates Final Tract Map
16. Conway Ranch Strategic Facility Plan

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



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

**SPECIAL MEETING AGENDA REQUEST**

Print

|                               |                                                           |                                           |              |
|-------------------------------|-----------------------------------------------------------|-------------------------------------------|--------------|
| <b>MEETING DATE</b>           | May 17, 2016                                              | <b>DEPARTMENT</b>                         |              |
| <b>ADDITIONAL DEPARTMENTS</b> |                                                           |                                           |              |
| <b>TIME REQUIRED</b>          | 30 minutes (10 minute presentation; 20 minute discussion) | <b>PERSONS APPEARING BEFORE THE BOARD</b> | Tony Dublino |
| <b>SUBJECT</b>                | Solid Waste Flow Agreement                                |                                           |              |

**AGENDA DESCRIPTION:**

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

Agreement with the Town of Mammoth Lakes to facilitate an efficient closure of the Benton Crossing Landfill.

**RECOMMENDED ACTION:**

Option 1: Approve entry into proposed Solid Waste Flow Control Agreement with the Town of Mammoth Lakes. Option 2: Direct staff to continue discussions on Flow Agreement with the Town, addressing specific points as directed by the Board. Option 3: Direct staff to begin preparation of Benton Crossing Final Closure Plan without the certainty of the Flow Agreement, and return to the Board for consideration of a rate increase to cover associated contingencies.

**FISCAL IMPACT:**

If the proposed 5-year flow agreement is approved, \$360,000 to the Town over the term of the agreement, and approximately \$50,000 per year (\$250,000 over term of agreement) in associated costs (additional insurance, diversion activities). All costs would be borne by the Solid Waste Enterprise Fund. If agreement is not approved, the potential fiscal impact of Option 3 is not known at this time, but is assumed between \$500,000 and \$1,000,000 over the same 5-year period, and would be borne by the Solid Waste Enterprise Fund (proposed to be covered by gate fee increase if necessary).

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760-932-5453 / tdublino@mono.ca.gov

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**



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[Staff Report](#)

[County proposed flow agreement](#)

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### History

| Time              | Who                          | Approval |
|-------------------|------------------------------|----------|
| 5/12/2016 8:12 PM | County Administrative Office | Yes      |
| 5/12/2016 8:23 AM | County Counsel               | Yes      |
| 5/13/2016 7:53 AM | Finance                      | Yes      |



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

**Date:** May 17, 2016  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Solid Waste Superintendent

**Subject:** Agreement with the Town of Mammoth Lakes to facilitate an efficient closure of the Benton Crossing Landfill.

## Recommended Action:

**Option 1: Approve entry into proposed Solid Waste Flow Control Agreement with the Town of Mammoth Lakes.**

**Option 2: Direct staff to continue discussions on Flow Agreement with the Town, addressing specific points as directed by the Board.**

**Option 3: Direct staff to begin preparation of Benton Crossing Final Closure Plan without the certainty of the Flow Agreement, and return to the Board for consideration of a rate increase to cover associated contingencies.**

## Discussion

The County continues to seek a 5-year flow agreement that is mutually beneficial to both parties, providing for the efficient closure of the Benton Crossing Landfill.

The primary benefit to the County is that such an agreement will allow the accurate projection of waste volumes necessary to efficiently design and close the site, and would ensure the completion of the existing closure funding plans (to the extent the Town feels an environmental responsibility to assist in the efficient closure of the Benton Crossing Landfill, this may also be viewed as a Town benefit).

The County has agreed to the following terms that provide benefits to the Town: a set-aside of Parcel Fee revenue (up to \$120,000 per year) for the Town to fund solid-waste related capital facilities, a lock on tipping fees (allowing for one increase not to exceed 5% in the event of significant and demonstrable cost increases), and indemnification of the Town related to the final closing of Benton Crossing Landfill as well as other environmental indemnification (within the Parcel Fee Agreement).

We believe the County's offer and acceptance of these terms are in accordance with Town Council direction given on July 15, 2015, which was for their staff to work on "a five year flow agreement that is mutually beneficial to both parties; discussion of a set-aside of funds from the parcel fee for the investment in capital facilities for a long term solution for Mammoth Lakes and a regional solution to solid waste needs; indemnification of the Town related to the final closing of the Benton Crossing Landfill; locking in of tipping fees.

An agreement articulating the above, in a form acceptable to the County, has been provided for the Board's consideration.

## **Additional Discussion on Options 1 & 2**

The County made the first request for such an agreement in late 2012. The County engaged directly with Town Council members and Town staff in the fall of 2014 to explain the increasing urgency and need for such an agreement.

In July of 2015, the Town Council approved a 5-year parcel fee agreement that allows for the collection of parcel fees from within the Town until 2020, and provides Town residents the opportunity to utilize the Benton Crossing Landfill through that period. Town Council also provided the direction referenced above, regarding a negotiation of a flow agreement.

In December of 2015, Town and County staff seemed close to agreement on the following deal points:

- 1) The term of the agreement would follow the 5-year Parcel Fee agreement at a minimum, or as a maximum the closure date of January 1, 2023.
- 2) The agreement would include a graduated scale over time to have 25% of the parcel fees collected from within the Town to be returned to the Town for uses consistent with the purposes for which the fees were established.
- 3) The agreement would include a soft cap on tipping fees, with some options for it to be reviewed in the event of large unforeseen cost impacts.
- 4) The agreement would include a tonnage commitment, whereby the return of parcel fees would be dependent upon a minimum annual tonnage (13,000 tons per year) going to the landfill.

On December 31<sup>st</sup> 2015, a "Draft Flow Agreement" was provided to the County in anticipation of the January 6<sup>th</sup> 2016 Town Council Agenda. County staff appeared at the January 6<sup>th</sup> Town Council meeting to explain that the County had not yet agreed to several terms in the agreement that went beyond the agreed-upon deal points. The Town Council directed their staff to continue negotiations, and to return to Council when there were specific points of disagreement that the Council could provide direction on.

Following that meeting, County and Town staff worked successfully to eliminate several basic issues with the draft. The remaining problems and points of disagreement, as the County understands them, are as follows:

### **Indemnification**

The County believes that a 5-year Flow Agreement is not the appropriate place to couch long-term (indefinite) indemnification to the Town from any and all closure and post-closure costs that may arise at the Benton Crossing Landfill site. The County believes the indemnification the Town seeks should instead be attached to the (indefinite) Parcel Fee, for the following reasons:

- 1) The longevity of the Parcel Fee is similar to the longevity of indemnification the Town seeks.
- 2) The initial intent of the Parcel Fee was to fund closure and post-closure maintenance needs of the landfills, which is essentially what the Town wants indemnification from.
- 3) The purpose of the Flow Control Agreement is to achieve a specific goal, which is to efficiently close the Benton Crossing Landfill, which itself will significantly reduce associated liabilities.

Town staff is now working on language to include indemnification in the Parcel Fee, so it was not included in the proposed Flow Agreement.

### **Failure to Deliver Waste is a Breach**

The County believes that a failure of the Town's franchisee to deliver waste to the Benton Crossing Landfill would constitute a breach of this agreement. Although the County recognizes that the Town itself does not haul waste, the Town's Franchise Contract does provide them the authority to name

the disposal site (in this case Benton Crossing Landfill). The purpose of the agreement is to ensure the anticipated volume of waste is delivered to the site, so in the event the waste is not delivered, the County believes that rightfully should be considered a breach of the agreement.

### **Additional Discussion on Option 3:**

At this time, the County has engaged consultants on the initial stages of Final Closure Planning for Benton Crossing Landfill, and expects to proceed with a draft plan during 2016. In the absence of a flow agreement with the Town, there *is* a practical way forward.

Staff recommends the County estimate volume based on Mr. Holler's representation that the Town would continue to utilize Benton Crossing Landfill through June 2019, along with 4 more years of waste from unincorporated Mono County. The County can then draft a fill sequencing plan that hedges against the uncertainty of the waste stream. The associated cost of implementing that fill sequencing plan, along with the increased cost per ton related to a drop in projected tonnage over time, can then be estimated and the Board can consider an increase to the tipping fees in order to cover those additional operational costs through closure.

### **Summary**

The County's benefit from a 5-year Flow Agreement is limited. It provides the volumetric *certainty* and revenue *certainty* to fund operations and closure costs for that 5-year period. This certainty allows the County to maintain efficiencies, and has proposed returning those efficiencies to the Town. In the absence of such an agreement, the Town may well continue to utilize Benton Crossing Landfill for the same 5-year period, but the monetary value of those efficiencies, and the opportunity to return them to the Town, would be lost.

The County proposed this concept because it represents the logical manner to close a landfill. The County has not requested a fee increase or operational changes, but has requested the certainty of 5 years at the status quo. In return, the County has agreed to return commensurate benefits to the Town.

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

Respectfully submitted,



Tony Dublino  
Solid Waste Superintendent

## SOLID WASTE FLOW CONTROL AGREEMENT

This Solid Waste Flow Control Agreement (“**Agreement**”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Mono County, California (“**County**”), a political subdivision of the State of California, and the Town of Mammoth Lakes (“**Town**”), a municipality. County and Town are referred to individually herein as “**Party**” or collectively as “**Parties.**” The Parties agree as follows:

### 1. **RECITALS.**

- 1.1 The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") and related legislation, has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions.
- 1.2 Pursuant to AB 939 and other authority, County operates the Benton Crossing Landfill (“**Landfill**”) on land leased from the Los Angeles Department of Water & Power. The Landfill’s current design is based on a closure date of January 1, 2023.
- 1.3 Solid waste generated within Town limits has been disposed of in the Landfill continuously since the Town’s incorporation in 1984, and prior to incorporation, since 1972 or earlier. Solid waste generated within unincorporated County territory has been disposed of in the Landfill continuously since 1972 or earlier.
- 1.4 Prior to closing the Landfill, a final closure plan must be prepared that includes an accurate projection of the volume and types of solid waste that will enter the Landfill. Accordingly, certainty regarding the waste stream generated within the Town is necessary to the development of an adequate closure plan.
- 1.5 The Parties have previously entered into an agreement to allow for the collection within Town limits of a Solid Waste Fee (“**Parcel Fee**”) to fund solid waste-related infrastructure and operations, including landfill operations, transfer station operations, administrative costs, landfill closure costs, landfill post-closure costs, environmental monitoring, solid waste diversion programs, and household hazardous waste management.
- 1.6 The Town has, in the exercise of its police power and powers under state law, entered into a franchise agreement with a private waste hauler for the collection and disposal of municipal solid waste generated within Town limits, which authorizes the Town to direct where such waste will be disposed of, subject to any limits established by applicable law.

- 1.7 The Town has determined that execution of this Agreement to direct the flow of waste generated within the Town to the Landfill will serve the public health, safety, and welfare of the Town and its residents by ensuring the availability of facilities for solid waste disposal, certainty as to the fees for such disposal, and the sound environmental management of those facilities.
- 1.8 The County has determined that execution of this Agreement will serve the public health, safety, and welfare of County by providing a stable and reliable supply of solid waste for disposal, and that the resulting revenue stream will help fund the cost of operating and maintaining the landfill and related facilities, and will provide revenue for landfill closure.
- 1.9 Nothing in this Agreement is intended to prohibit Town, its solid waste hauler franchisee, or the County from implementing waste reduction, recycling or diversion programs.
- 1.10 Defined words in this Agreement have the meanings given in the Glossary in Article 11, whether they are capitalized or not (for ease of reading).

## 2. **TERM OF AGREEMENT.**

- 2.1 **Expiration Date.** This Agreement shall expire on December 31, 2021, unless terminated sooner as provided herein.
- 2.2 **Extension.** The Parties may at any time agree in writing to extend the term of this Agreement through the closure date of the Landfill, or any other mutually agreeable date.

## 3. **TOWN'S DUTIES AND RESPONSIBILITIES.**

- 3.1 **Waste Delivery.** Town shall deliver, or cause its solid waste franchisee to deliver all waste, other than recyclable waste and food waste, collected within the Town limits to the Landfill, and to pay, or cause it franchisee to pay, the associated tipping fees. Town or its solid waste franchisee may deliver food waste and recyclable waste to the Landfill.

**Default.** The Parties anticipate the franchisee will meet Town's obligations under this Agreement. However, the franchisee's failure to meet the Town's obligations is a breach of or default under this Agreement.

- 3.2 **Waste Diversion.** The Parties acknowledge Town's responsibility for meeting the recycling and landfill diversion goals contained in applicable law, as such law and regulations may be amended from time to time. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of Town to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the Town to practice source separation, recycling, composting or

other materials recovery activities, or to restrict Town's right to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of solid waste generated in Mammoth Lakes and delivered to the landfill by or on behalf of Town which may result from any such source separation or recycling program shall cause Town any liability other than under Section 6.4, and shall not constitute a breach of this Agreement

- 3.3 **Town Default.** Town's failure to deliver, or cause its franchisee to deliver, waste to the Landfill for a period of seven consecutive days or an aggregate of 15 days per calendar year, is a default under this Agreement *unless* caused by uncontrollable circumstance.

#### 4. COUNTY'S DUTIES AND RESPONSIBILITIES.

- 4.1 **Waste Disposal Services.** County shall provide Town with waste disposal services defined in the Glossary. If County identifies materials that are not waste as defined in the Glossary, then the County shall remove and dispose of those materials in accordance with the fees in Exhibit "A".

- 4.2 **Suspension of Service.** County shall notify by telephone an individual identified by Town, as soon as possible, if the County cannot accept waste delivered by the Town, due to Landfill closure or other reason and provide information on the nature and anticipated duration of the Landfill closure. County shall confirm its notice in writing (which may include email) within 24 hours of that telephone call. County shall use reasonable business efforts to resume accepting waste delivered by the Town or provide substitute waste disposal services.

- 4.3 **County Default.** County's failure to accept waste, whether for disposal at the Landfill or other facility, for a period of seven consecutive days or an aggregate of 15 days per calendar year (excluding days when the Landfill is regularly closed), is a default under this Agreement *unless* caused by uncontrollable circumstance.

- 4.4 **Receiving Hours.** County shall keep the Landfill open for receiving waste during such regular operating hours as County may establish, provided that County shall use reasonable business efforts to maintain throughout the term of this Agreement the following operating hours:

October 1 – April 30  
Monday – Friday 8:00 am – 4:00 pm  
Saturday 8:00 am – 12:00 pm  
County Holidays 8:00 am – 12:00 pm

May 1 – September 30  
Monday – Friday 8:30 am – 4:30 pm  
Saturday 8:30 am – 12:30 pm

County Holidays 8:00 am – 12:00 pm

- 4.5 **Weighing.** County shall operate and maintain permanent scales at the Landfill. County shall weigh all waste delivered under this Agreement. If permanent scales are not available (for example, during repair or maintenance) then County shall weigh waste on temporary scales or estimate tonnage based on volume in the same manner that it estimates tonnage at other County Solid Waste Facilities without scales.
- 4.6 **Compliance with Law.** County shall operate the Landfill in compliance with applicable law.
- 4.7 **Insurance.** County shall maintain pollution liability insurance for the Landfill, and shall name the Town as “Additional Insured” on the policy during the term of this Agreement.
- 4.8 **Financial Assurances.** County shall maintain financial assurances for post-closure and corrective action of the Landfill as required by applicable law.
- 4.9 **HHW and Recycling Programs.** County shall use reasonable business efforts to maintain the following programs that provide for disposal of household hazardous wastes and universal wastes under law, if not recycled, and help Town achieve diversion goals established by the State of California using reasonable business efforts to either or both process and recycle the following materials:
- Metals
  - Appliances
  - CRTs
  - E-Waste
  - HHW
  - Universal waste
  - Construction and demolition wood waste
  - Aggregate material
  - Clean wood and organic waste
  - Treated wood waste
  - Tires
  - Carpet
  - Re-usable items, as determined by the County
- 4.12 **Food Waste Programs.** County shall help the Town plan food waste diversion programs, such as composting.
- 4.13 **Diversion Accounting.** County shall maintain accounting systems that accurately report diversion credit for Town, as it does on the date of this Agreement.
- 4.14 **Deposits in Special Fund.** All revenues received by County from the acceptance of solid waste at the Landfill, or otherwise from Landfill operations, shall be deposited by County in a separate fund (the Solid Waste Enterprise Fund), and shall not be commingled with other County enterprises, accounts or funds.



4.15 **Annual Report.** County shall annually prepare or cause to be prepared and have on file for inspection by Town an annual report for the Landfill for the preceding year, accompanied by a certificate of an independent public accountant or of the County Auditor/Controller describing the financial statements therein as fairly presenting the information they contain in conformity with generally accepted accounting principles.

4.16 **Parcel Fees.** County shall annually remit to Town a portion of the revenue from the Parcel Fees that are generated from within the Town limits to use for any purpose consistent with the purpose for which the Parcel Fee is imposed, as follows:

Calendar year 2016: 5% of the Parcel Fee revenue  
Calendar year 2017: 10% of the Parcel Fee revenue  
Calendar year 2018: 15% of the Parcel Fee revenue  
Calendar year 2019: 20% of the Parcel Fee revenue  
Calendar year 2020: 25% of the Parcel Fee revenue

Such remittance shall occur on or before February 1 of the following calendar year, and shall include any adjustments pursuant to Section 6.4.

5. **JOINT DUTIES AND RESPONSIBILITIES.**

5.1 **Liaison Meetings.** Parties shall hold and attend the Town/County Liaison meetings at the same or similar times and in the same or similar manner done as of the date of this Agreement. They shall discuss significant solid waste collection and disposal issues, particularly those which affect either Party's use of the Landfill.

6. **FEES.**

6.1 **Tipping Fees.** The tipping fees that the County charges for providing solid waste disposal services at the Landfill is initially set forth in Exhibit "A", attached hereto and incorporated by reference. County may not increase, recalculate, or restructure such fees except as provided herein for unanticipated costs and challenges to the Parcel Fee.

**Limited Liability and Default.** Obligation to pay tipping fees rests solely with Town's solid waste franchisee and with individuals self-hauling waste to the Landfill. The Town shall not be financially responsible for any delay or failure by the franchisee or any person to timely make payment for solid waste accepted at the landfill, and County shall have no recourse to Town funds or credit for the payment of any amount due to County hereunder. However, franchisee's failure to pay fees is a default under this Agreement as described in Section 3.1.

6.2 **Limited Increases.**

**Unanticipated Costs.** County may increase tipping fees in Exhibit “A” to pay for unanticipated landfill operating costs once during the term of this Agreement. Such an increase must be supported by financial records demonstrating related increases in cost, and the nexus between those costs and landfill operations. If either party disputes the increase, parties will submit to binding mediation paid for from the Solid Waste Enterprise Fund. No such fee increase shall exceed the lower of:

- (1) 5%, or
- (2) the Consumer Price Index – Not Seasonally Adjusted, U.S. City Average for Garbage and Trash Collection (“CPI”), as published by the United States Department of Labor, Bureau of Labor Statistics, for the period between the effective date of this Agreement and the fee increase.

**Challenges to Parcel Fees.** The County may increase tipping fees in order to reimburse either or both the Town and County for legal fees regarding any challenges to the Parcel Fee, as described in paragraph 13 of the “Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Years 2015-2016 through Fiscal Year 2019-2020” (“**Parcel Fee Agreement**”).

#### 6.4 **Tonnage.**

**Minimum.** If less than 12,500 tons of waste is delivered to the Landfill under this Agreement in any calendar year, regardless of cause (including section 3.2 ), the County may take one of the following actions:

1. Reduce the Parcel Fee reimbursement in Section 4.16 to provide direct compensation for the associated revenue loss.
2. Increase tipping fees to ensure reimbursement and continued generation of revenue equal to 12,500 tons at existing tipping fees.
3. Reduce services and/or hours of operation at the landfill in order to reduce expenses by the amount of the revenue shortfall.
4. Any combination of the above that alleviates the revenue shortfall caused by the drop in disposal tonnage.

**Excess.** If more than 17,000 tons of waste is delivered to the Landfill under this Agreement in any single calendar year, the County shall remit to Town an additional 10% of Parcel Fee reimbursement in Section 4.16.

### 7. **BREACH, ENFORCEMENT AND TERMINATION.**

- 7.1 **Remedies.** If either Party breaches any obligation under this Agreement, the other Party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus, and specific performance) that it may have to enforce the performance of those any obligations.

7.2 **No Waiver.** No action of Town or County pursuant to this Agreement, and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers or remedies.

7.3 **County Termination.**

County may terminate this Agreement without penalty upon not less than 180 days' notice to Town in any or all of the following events:

- (1) a regulatory agency or the owner of the land underlying the landfill requires the County to stop receiving waste at the landfill prior to January 1, 2023;
- (2) the landfill reaches the its permitted capacity prior to January 1, 2023;
- (3) Town breaches any of its obligations under this Agreement and does not cure its breach within 30 days following Town's receipt of written notice from County describing the alleged breach, or
- (4) Town defaults under Section 3.4 with respect to waste delivery.

7.4 **Town Termination.** Town may terminate this Agreement without penalty upon not less than 180 days' notice to County in any or all of the following events:

- (1) the provision in the Town's agreement with its franchisee regarding delivery of waste to the Landfill is declared illegal, invalid or unenforceable; and law prohibits Town from directing a third party to deliver its waste to the Landfill;
- (2) County breaches any of its obligations under this Agreement and does not cure its breach within 30 days following receipt by County of written notice from Town describing the alleged breach,
- (3) County defaults under Section 4.3 with respect to providing waste disposal services unless due to uncontrollable circumstances.

8. **DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.**

8.1 **By County.** County shall defend, indemnify, and hold harmless Town, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees arising out of or in any way connected to County's waste disposal services at the Landfill, but excluding environmental liabilities, as defined in the glossary ("**County Liabilities**"). Environmental liabilities will be addressed separately by the Parties within the Parcel Fee Agreement. County's obligation to defend, indemnify, and hold Town, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to

tangible or intangible property, including the loss of use, except as arising from or connected to environmental liabilities and extends to claims, damages, losses, liabilities, expenses, or other costs that are caused in whole or in part by any act or omission of the County, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The provisions of this paragraph are not limited to, or restricted by, any requirement in this Agreement for County to procure and maintain a policy of insurance.

- 8.2 **By Town.** Town shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees arising out of or in any way connected to the delivery of waste to the Landfill under this Agreement, but excluding environmental liabilities ("**Town Liabilities**"). Town's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, except as arising from or connected to environmental liabilities and extends to claims, damages, losses, liabilities, expenses, or other costs that are caused in whole or in part by any act or omission of the Town, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

9. **REVIEW OF BOOKS AND RECORDS.**

- 9.1 **Records.** County shall maintain books and records reflecting the date and amount of solid waste derived from within Town limits that is accepted at the Landfill, County's cost of disposing of such waste at the Landfill, and County's costs to operate the Landfill, either with its own forces or with a contractor.
- 9.2 **Review.** Each party to this Agreement may review the other party's books and records with respect to matters relevant to the performance by either party under this Agreement or otherwise related to the operation of the Landfill to the extent allowed under the California Public Records Act, treating both parties hereto as natural persons for purposes of the Public Records Act.

10. **GENERAL TERMS AND CONDITIONS.**

- 10.1 **Superseding Agreement.** This Agreement represents the complete agreement between Town and County regarding the subject matter hereof, and supersedes all prior written or verbal understandings and agreements. This Agreement may be amended or terminated only by a writing signed by authorized representatives of both Parties.

- 10.2 **No Agency, etc.** Nothing in this Agreement shall be deemed to make either party a partner, agent, or legal representative of the other party or to create any fiduciary relationship between the Parties.
- 10.3 **Further actions.** At any and all times Town and County shall, to the extent authorized by law, pass, make, do, execute, acknowledge and deliver any and every such further resolution, act, deed, instrument and assurance as may be necessary or reasonably requested by the other party to give full effect to this Agreement.
- 10.4 **Successors.** This Agreement shall bind and inure to the benefit of the parties hereto and any successor in interest.
- 10.5 **Notices.** Any notice required under this Agreement, such as notice of breach, shall be in writing. It shall be deemed sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the parties' respective addresses set forth below. Changes to such addresses may be made from time to time by either party by notice to the other party.

TOWN OF MAMMOTH LAKES  
P.O. Box 1609  
Mammoth Lakes, CA 93546  
Attn: Town Manager  
Phone:  
Email:

COUNTY OF MONO  
P.O. Box 457  
Bridgeport, CA 93517  
Attn: Solid Waste Superintendent  
Phone: (760) 932-5440  
Email: [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov)

Communications regarding routine waste disposal services or delivery of waste may be oral.

- 10.6 **Attorney's Fees, Costs.** The prevailing party in any action to interpret or enforce this Agreement shall be entitled to recover its attorneys' fees and costs from the non-prevailing party.
- 10.7 **Venue.** Any action to interpret or enforce this Agreement shall be brought and maintained in the Mono County Superior Court, or, if jurisdiction lies in federal court, in the federal court for the Eastern District of California.
- 10.8 **Severability.** If any portion of this Agreement (except the following) is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. Exceptions are:
- (1) the Landfill can no longer accept wastes for disposal under law;
  - (2) the provision in the Town's agreement with its franchisee regarding delivery of waste to the Landfill is declared illegal, invalid or unenforceable.

10.9 **Waivers.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

10.10 **Construction of Agreement.**

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

Any term referencing time, days or period for performance shall be deemed calendar days and not work days.

The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

References to Sections mean Sections in this Agreement, unless otherwise explicitly stated.

10.11 **Counterparts.** The Parties may sign any number of original counterparts of this Agreement. Counterparts constitute one and the same Agreement.

11. **GLOSSARY**

| Defined Term              | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Franchisee                | the solid waste hauler that collects waste within the Town limits on behalf of the Town, such as a franchisee under a waste franchise agreement.                                                                                                                                                                                                                                                                                                               |
| including                 | “Including without limitation”, “including but not limited to”                                                                                                                                                                                                                                                                                                                                                                                                 |
| Environmental liabilities | claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees arising out of or in any way connected to environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs |
| law                       | any or all of the following enacted, adopted, promulgated, issued, ruled, ordered, determined or otherwise made by any regulatory authority with respect to the Parties’ obligations under this Agreement:                                                                                                                                                                                                                                                     |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | <p>(1) laws, statutes,<br/> (2) rules, regulations,<br/> (3) guidelines, policies,<br/> (4) licenses, permits,<br/> (5) actions, determinations, judgments, orders, or other requirements.<br/> including their future amendments, supplements, restatements, recodifications or replacements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Parcel Fee           | <p>the Solid Waste Fee Program, as adopted most recently by Board Resolution 15-34 and authorized by the Solid Waste Fee Agreement with the Town of Mammoth Lakes for fiscal years 2015-2016 through Fiscal Year 2019-2020.<br/> (also referred to as “Solid Waste Fee” or “Solid Waste Parcel Fee”)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| recyclable waste     | <p>materials that are commonly collected in recycling programs in California for the purpose of reprocessing or remanufacturing, including:</p> <ul style="list-style-type: none"> <li>• Newspaper, including inserts, coupons, and store advertisements;</li> <li>• corrugated cardboard;</li> <li>• mixed paper including office paper, computer paper, magazines, junk mail, catalogs, kraft bags, paper, paperboard, egg cartons, phone books, brown paper, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes, tissue boxes, paper tubes, and wrapping paper;</li> <li>• glass containers, including brown, clear, and green glass bottles and jars;</li> <li>• aluminum, including beverage containers, foil, and food containers;</li> <li>• milk and juice cartons and jugs;</li> <li>• steel or tin cans;</li> <li>• small scrap metal, including metal coat hangers;</li> <li>• plastic jugs, bottles, and containers including resins #1 through #7, and</li> <li>• green waste: organic waste generated from any landscape, including grass clippings, leaves, prunings, tree trimmings, weeds, branches and brush.</li> </ul> |
| regulatory authority | <p>Any federal, state or local governmental unit (whether a separate entity or a department or division) that does any or all of the following that promulgate or enforce law with respect to waste disposal services, this Agreement or landfill operations. Examples include:<br/> <b>environmental protection:</b> AQMD, water board,<br/> <b>labor:</b> EDD, U.S. Immigration and Naturalization</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                           | Services, federal and state departments of labor, <b>enforcement:</b> CalRecycle and the County’s Local Enforcement Agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Solid Waste Fee or Solid Waste Parcel Fee | See “Parcel Fee”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| tipping fees                              | charges specified in Exhibit “A” of this Agreement, as may be increased under this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| uncontrollable circumstance               | any of the following events<br>(1) riots, war or emergency affecting the county declared by the President of the United States or Congress of the United States, the Governor of California, or the board of supervisors;<br>(2) sabotage, civil disturbance, insurrection, explosion;<br>(3) natural disasters such as floods, earthquakes, landslides, avalanches, and fires;<br>(4) other catastrophic events which are beyond the reasonable control of County despite County's exercise of reasonable efforts; or<br>(5) Actions of the property landowner that may impact current landfill operations. |
| waste                                     | materials that can be disposed of in the landfill under its solid waste facility permit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Waste disposal services                   | accepting and disposing of waste delivered by the Town (or its franchisee) during landfill operating hours described in Section 4.4, in amounts up to the landfill's daily permitted capacity.                                                                                                                                                                                                                                                                                                                                                                                                               |

COUNTY OF MONO

TOWN OF MAMMOTH LAKES

By: \_\_\_\_\_  
Chair of the Board of Supervisors

By: \_\_\_\_\_  
Town Manager

Approved as to form:

Approved as to form:

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

\_\_\_\_\_  
Town Attorney

Approved by Risk Management:

Approved by Risk Management:



DRAFT

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Town Risk Manager

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County Risk Manager

**EXHIBIT "A"**

**TIPPING FEES FOR ACCEPTANCE OF WASTE  
AT BENTON CROSSING LANDFILL**

|                                                                                      |                               |
|--------------------------------------------------------------------------------------|-------------------------------|
| Minimum Gate Fee: .....                                                              | \$5.00 per load               |
| Mixed Household and Commercial Waste.....                                            | \$74.00 per ton               |
| Construction and Demolition (C&D) Waste.....                                         | \$74.00 per ton               |
| Recyclable Building C&D Debris.....                                                  | \$17.25 per ton               |
| Treated Wood Waste (pressure treated, creosote treated, railroad ties) .....         | \$74.00 per ton               |
| Clean loads of gravel, soil, sod or asphalt grindings .....                          | \$5.00 per load               |
| Clean loads of small inert (asphalt, concrete, ceramics, brick, block, pavers) ..... | \$11.00 per ton               |
| Mixed inert debris or loads of large concrete / asphalt .....                        | \$33.00 per ton               |
| Organics .....                                                                       | \$5.00 per load               |
| Clean Wood .....                                                                     | \$17.25 per ton               |
| Tree Trunks and Stumps.....                                                          | \$74.00 per ton               |
| Cathode Ray Tubes .....                                                              | \$5.50 ea. + \$17.25 per ton  |
| Carpet and Carpet Pad .....                                                          | \$5.00 per load               |
| Passenger car / truck tires .....                                                    | \$5.50 ea. + \$17.25 per ton  |
| Oversized tires and tractor tires .....                                              | \$65.75 ea. + \$17.25 per ton |
| Additional surcharge for any tire still on the rim .....                             | \$5.50 ea. + \$17.25 per ton  |
| Scrap Metal .....                                                                    | \$17.25 per ton               |
| Auto Bodies .....                                                                    | \$16.50 ea. + \$17.25 per ton |
| Refrigerated Appliances .....                                                        | \$24.75 ea. + \$17.25 per ton |
| Non-Refrigerated Appliances <sup>2</sup> .....                                       | \$11.50 ea. + \$17.25 per ton |
| Small Animal Carcass– weighing less than 50 lbs. ....                                | \$5.00 each                   |
| Medium Animal Carcass– weighing between 50-200 lbs. ....                             | \$10.00 each                  |
| Large – weighing over 200 lbs. ....                                                  | \$25.00 each                  |
| Mobile homes, house trailers, and campers .....                                      | \$74.00 per ton               |
| Boats and personal watercraft .....                                                  | \$74.00 per ton               |
| Special Handling Items.                                                              |                               |
| Base Rate .....                                                                      | \$74.00 per ton               |
| Additional charge for each half hour required to process the load. ....              | \$20.00 per ½-hr              |