



# AGENDA

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

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

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

### Regular Meeting June 11, 2019

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#### TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

and number of persons wishing to address the Board.)

**2. RECOGNITIONS**

**A. Elder Abuse Awareness Month**

Departments: Social Services

5 minutes

(Paulette Erwin, Long-term Care Ombudsman; Michelle Raust, Social Services) - June is Elder and Dependent Adult Abuse Awareness Month.

**Recommended Action:** Approve proclamation of the month of June as Elder Abuse Awareness Month.

**Fiscal Impact:** None.

**B. Recognition of Mono County Employee Walt Lehmann**

Departments: Public Works

15 minutes

(Garrett Higerd) - Proposed resolution in appreciation and recognition of Walt Lehmann, Engineering Technician, who will be retiring from the Mono County Public Works department on June 28, 2019 after 13 years of dedicated service.

**Recommended Action:** Adopt Resolution of Appreciation and Recognition for Mr. Walt Lehmann.

**Fiscal Impact:** None.

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

**5. CONSENT AGENDA**

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

**A. Appointments to the Bridgeport Valley Regional Planning Advisory Committee (RPAC)**

Departments: Community Development

Board of Supervisors' consideration and possible approval of appointment to the Bridgeport Valley Regional Planning Advisory Committee (RPAC).

**Recommended Action:** Appoint Gil Curtis to the Bridgeport Valley Regional

Planning Advisory Committee (RPAC) for a four-year term expiring on December 31, 2023.

**Fiscal Impact:** None.

**B. Approve Contract with Anne Sippi Clinic Treatment Group**

Departments: Behavioral Health

Proposed contract with Anne Sippi Clinic Treatment Group for the provision of Transitional Social Rehabilitation Services for Mono County Behavioral Health LPS Conservatees.

**Recommended Action:** Approve County entry into proposed contract and authorize appropriate staff to execute said contract on behalf of the County.

**Fiscal Impact:** This Agreement shall not exceed \$71,537 in any twelve-month period. This will be paid from Mental Health Fund and is included in the FY 19/20 budget.

**C. Solid Waste Task Force Appointment**

Departments: Public Works - Solid Waste

On May 23, 2019, the Solid Waste Task Force approved a recommendation for appointment of Lesley-Anne Hoxie, a resident of Mammoth Lakes, CA, for the Public at Large vacancy.

**Recommended Action:** Receive recommendation and approve appointment of Lesley-Anne Hoxie to fill the Public at Large vacancy on the Solid Waste Task force for a two-year term commencing on July 25, 2019 and ending on July 24, 2021.

**Fiscal Impact:** No fiscal impact.

**D. Recommended Budget as the Temporary Budget for FY 2019-2020**

Departments: CAO, Finance

Adopt resolution approving a recommended budget as the temporary budget for Fiscal Year 2019-2020 to spend until budget hearings are held and the Board adopts the final budget for the coming fiscal year.

**Recommended Action:** Adopt proposed resolution R19-\_\_\_\_, approving the recommended budget as the temporary budget until Fiscal Year 2019-2020 budget is adopted, including appropriations of \$121,778,141. Provide any desired direction to staff.

**Fiscal Impact:** The total fiscal impact is \$121,778,141, including \$38,960,808 of General Fund and \$82,817,333 of Non-General Fund expenditures.

**E. 2019 Special Event Road Closures**

Departments: Public Works, Road Division

Proposed Resolutions authorizing temporary road closures and traffic control throughout the summer and fall of 2019, in support of the following Special Events: Town of Mammoth Lakes 4th of July Fireworks; Bodie Running Race; June Lake Triathlon; ATV Jamboree; Sierra Safari; Gran Fondo; E. Clampus Vitus Dedication, and Bridgeport Fall Festival.

**Recommended Action:**

1. Adopt proposed resolution R19-\_\_\_, temporarily closing Sherwin Creek Road from 9:00 p.m. to 11:00 p.m. on Thursday, July 4th for the Town of Mammoth Lakes Fourth of July Fireworks Celebration.
2. Adopt proposed resolution R19-\_\_\_, temporarily closing Cottonwood Canyon Road from 7:00 a.m. to 1:00 p.m. on Saturday, July 6th for the Bodie Running Race.
3. Adopt proposed resolution R19-\_\_\_, temporarily closing and/or providing for intermittent traffic control for portions of Pinecliff Drive in June Lake from 5:00 a.m. to 5:00 p.m. on July 13th for the June Lake Triathlon.
4. Adopt proposed resolution R19-\_\_\_, temporarily closing and/or providing for intermittent traffic control on various county roads within the communities of Walker, Coleville and Topaz between the hours of 6:00 a.m. and 9:00 p.m. from September 24 through September 28 for the 2019 Eastern Sierra ATV/UTV Jamboree.
5. Adopt proposed resolution R19-\_\_\_, temporarily closing and/or providing for intermittent traffic control on portions of Aurora Canyon Drive, Stock Drive and Court Street in Bridgeport from 10:00 a.m. to 3:00 p.m. on October 5th for the 2019 Sierra Safari.
6. Adopt proposed resolution R19-\_\_\_, temporarily closing a portion of Cunningham Lane in Coleville from 8:00 a.m. to 12:00 p.m. on September 7th for the annual monument dedication ceremony of E. Clampus Vitus.
7. Adopt proposed resolution R19-\_\_\_, temporarily closing various county roads at their intersections with State Route 120 and Benton Crossing Road between 8:00 a.m. and 1:00 p.m. on September 7, 2019 for the Mammoth Gran Fondo Bike Race.
8. Adopt proposed resolution R19-\_\_\_, authorizing the temporary closure of School Street from 8:00 a.m. on September 28th through 8:00 a.m. September 29th for the Bridgeport Fall Festival

**Fiscal Impact:** Less than \$500 per event.

**F. Budget Appropriation for Affordable Housing Development**

Departments: County Counsel

Transfer budget appropriations of \$15,000 from County Administrative Office (budget unit 100-11-020) to County Counsel (budget unit 100-13-120) for costs of outside counsel services related to affordable housing development.

**Recommended Action:** Approve transfer of budget appropriations in the amount of \$15,000.

**Fiscal Impact:** Reduces County Administrative Office Fiscal Year 2018-19 unspent appropriations by \$15,000 and there is sufficient remaining unspent appropriations remain.

**G. Authority to Hire at Step E - Social Services**

Departments: Social Services

The Social Services Department is seeking to fill a vacant lead worker position in the Eligibility Division, an Eligibility Specialist III. The department is requesting authorization to offer Yvonne Freeman employment at Step E of the salary range (Range 63) for this position, based on her extensive experience in the fields of public assistance eligibility and employment services.

**Recommended Action:** Grant the Director of Social Services the authority to fill an Eligibility Specialist III (Range 63) at Step E.

**Fiscal Impact:** The cost for this position is primarily paid for with state and federal Social Services funds. The fiscal year 2019-20 fiscal impact will be approximately \$117,941 consisting of \$59,322 in salary and up to \$58,619 in benefits.

**H. Appointment of Members to CSA 5**

Departments: Clerk of the Board

The County Service Area Number 5 (CSA 5) Advisory Board recommends the reappointment of Steve Noble and Lynda Pemberton to their existing seats, to expire November 30, 2022, as well as the appointment of Rebecca Clayton to the seat recently vacated by Benny Romero.

**Recommended Action:** 1. Reappoint Steve Noble and Lynda Pemberton to two positions within the CSA #5 Advisory Board to expire November 30, 2022. 2. Appoint Rebecca Clayton to the CSA #5 Advisory Board, term to expire November 30, 2022.

**Fiscal Impact:** None.

**I. FY 18-19 Regional Surface Transportation Program Federal Exchange and State Match**

Departments: Public Works

Consideration and approval of the FY 18/19 Regional Surface Transportation Program (RSTP) Federal Exchange and State Match. This is a recurring funding source for the County Road system, which is approved and authorized annually.

**Recommended Action:** Approve and authorize the Chair's signature on the FY 18/19 RSTP Federal Exchange and State Match Agreement for the allocation of Federal Surface Transportation Program Funds through the State's Regional Surface Transportation Program.

**Fiscal Impact:** The approved RSTP Match Exchange provides \$329,725 revenue into the Road Fund. This revenue is anticipated annually, and already budgeted.

**J. Extend Suspension of Housing Mitigation Ordinance**

Departments: Community Development, Finance

Proposed ordinance amending Chapter 15.40.170 extending the temporary suspension of housing mitigation requirements contained in Mono County Code chapter 15.40 until Dec. 31, 2019.

**Recommended Action:** Adopt proposed ordinance ORD19-\_\_\_, amending Chapter 15.40.170 extending the temporary suspension of housing mitigation requirements contained in Mono County Code chapter 15.40 until Dec. 31, 2019.

**Fiscal Impact:** None. The Housing Mitigation Ordinance has been suspended since 2011.

**6. CORRESPONDENCE RECEIVED**

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

**A. Letters Regarding Lower Wilson Creek**

Letters from Katie Maloney Bellomo informing the Board of the drying up, and subsequent rewatering, of lower Wilson Creek in the Mono Basin.

**7. REGULAR AGENDA - MORNING**

**A. Research Report - Economic Impact of Tourism & Visitor Profile Study**

Departments: Economic Development

1 hour

(Lauren Schlau, Lauren Schlau Consulting) - Presentation by Lauren Schlau Consulting regarding the final research report for the year-long Economic Impact of Tourism & Visitor Profile Study, conducted January to December, 2018.

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

**Fiscal Impact:** None.

**B. Airport Service Report**

Departments: Economic Development

20 minutes

(John Urdi, Mammoth Lakes Tourism Executive Director) - Presentation by John Urdi, Executive Director of Mammoth Lakes Tourism, regarding an update on scheduled commercial Air Service.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**C. FY 2019-2020 Budget Update**

1 hour

(Dave Wilbrecht, Janet Dutcher) - CAO and Finance will update the board about the FY 2019-2020 budget development and process.

**Recommended Action:** Receive information and provide direction to staff, if desired.

**Fiscal Impact:** None.

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

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

**9. CLOSED SESSION**

**A. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**B. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

**C. Closed Session - Exposure to Litigation**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.**

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

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

**11. REGULAR AGENDA - AFTERNOON**

**A. Civic Center Update**

Departments: Public Works

15 minutes

(Tony Dublino, Director of Public Works) - Presentation by Tony Dublino regarding the Civic Center project on Thompsons Way.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**12. BOARD MEMBER REPORTS**

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

**ADJOURN**





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments: Social Services**

**TIME REQUIRED** 5 minutes

**SUBJECT** Elder Abuse Awareness Month

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Paulette Erwin, Long-term Care  
Ombudsman; Michelle Raust, Social  
Services

**AGENDA DESCRIPTION:**

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

June is Elder and Dependent Adult Abuse Awareness Month.

**RECOMMENDED ACTION:**

Approve proclamation of the month of June as Elder Abuse Awareness Month.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Kathryn Peterson

**PHONE/EMAIL:** 7609376518 / kpeterson@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Proclamation</a>

**History**

Time	Who	Approval
6/6/2019 2:14 PM	County Administrative Office	Yes
6/4/2019 11:51 AM	County Counsel	Yes
6/3/2019 9:25 AM	Finance	Yes

## **Elder Abuse Awareness Month**

### **Proclamation**

*WHEREAS, Mono County's older adults deserve to be treated with respect and dignity, to enable them to continue to serve as leaders, mentors and volunteers who contribute to the vitality of the community; and*

*WHEREAS, abuse of older people is a tragedy inflicted on vulnerable seniors and an ever-increasing problem in today's society that crosses all socio-economic boundaries; and*

*WHEREAS, combating abuse of older people will help improve the quality of life for all seniors and will allow seniors to continue to live as independently as possible; and*

*WHEREAS, the Mono County Sheriff's Department is dedicated to protecting older adults from all forms of abuse, and will work to promote individual and public safety and justice; and*

*WHEREAS, the Mono County District Attorney's Office is committed to prosecuting elder abuse cases, and will provide assistance to victims of crimes and will work to raise awareness; and*

*WHEREAS, Mono County Adult Protective Services receives approximately 60 reports of concern a year involving elder neglect, abuse, and financial exploitation and has responded by providing supportive case management and by creating a Multi-Disciplinary Team to work with other community partners to reduce the likelihood of elder abuse cases; and*

*WHEREAS, the Eastern Sierra Area Agency on Aging Long-Term Care Ombudsman Program is committed to working with community partners to raise awareness, increase reporting of elder abuse, and provide advocacy services to residents of long-term care facilities who are victims of elder abuse, neglect, and financial exploitation; and*

*WHEREAS, everyone can help in the campaign to eliminate elder abuse by watching for and reporting signs, such as physical trauma, withdrawal, depression, anxiety, and fear of family members, friends, or caregivers; and*

*WHEREAS, Join us by learning the signs of elder abuse, neglect and exploitation and raising awareness about preventing abuse.*

*NOW, THEREFORE, we, the Mono County Board of Supervisors hereby proclaim June 2019 as Elder Abuse Awareness Month in Mono County and encourage everyone to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.*

*DATED this \_\_\_\_ day of June 2019.*



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments: Public Works**

**TIME REQUIRED** 15 minutes

**PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd

**SUBJECT** Recognition of Mono County Employee Walt Lehmann

**AGENDA DESCRIPTION:**

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

Proposed resolution in appreciation and recognition of Walt Lehmann, Engineering Technician, who will be retiring from the Mono County Public Works department on June 28, 2019 after 13 years of dedicated service.

**RECOMMENDED ACTION:**

Adopt Resolution of Appreciation and Recognition for Mr. Walt Lehmann.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760-924-1802 / ghigerd@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
6/6/2019 2:24 PM	County Administrative Office	Yes
6/6/2019 3:42 PM	County Counsel	Yes

6/6/2019 8:55 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:** June 11, 2019  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, County Engineer  
**Re:** Staff Recognition – Walt Lehmann Retirement

**Recommended Action:**

Consider and potentially authorize Board signatures on a fancy resolution recognizing Walt Lehmann for his 13 years of dedicated service with the Mono County Department of Public Works. Provide any desired direction to staff.

**Fiscal Impact:**

None.

**Discussion:**

After 13 years of dedicated and reliable service with the Mono County Department of Public Works as Engineering Tech III, Walt Lehmann will retire on June 28, 2019. Public Works staff has prepared a fancy resolution recognizing his service and asks that the Board of Supervisors sign the resolution and make its presentation to Walt.

Respectfully submitted,

Garrett Higerd, PE  
County Engineer

Attachment: Proposed Fancy Resolution



## **COUNTY OF MONO IN RECOGNITION OF WALT LEHMANN**

**WHEREAS,** Walt Lehmann was born in western New York, the son of a physicist and an art history college professor. Walt grew up in western New York until his family moved to Southern California where he attended high school. He then went on to study industrial design at Long Beach State and graduated in 1983 with a Bachelor of Science degree.

**WHEREAS,** Walt began his career in drafting and industrial design consulting in Southern California with tech companies like Uniden, Xerox, and Egg Design.

**WHEREAS,** Walt moved to Mammoth Lakes in 1991 to pursue new opportunities which eventually morphed and changed. He ended up working stints in industrial design, property management, restaurants, ski shops, etc. and over time the Eastern Sierra became his home.

**WHEREAS,** In 1997 Walt got part time jobs drafting with Triad Holmes & Associates and teaching computer science classes at Cerro Coso Community College. While working for Triad Holmes & Associates, Walt met Paul Roten, Chad Senior and a young intern named Garrett Higerd.

**WHEREAS,** Walt obtained his Master of Arts degree in education in 2005.

**WHEREAS,** Walt came to work for the Department of Public Works in March of 2006 as an Engineering Technician III, moved to Bridgeport and put his skills to work processing the backlog of survey maps that had piled up by the end of the 2000s land development boom. Over time, Walt systematically digitized and filed documents so that he, and others, could locate them again when needed.

**WHEREAS,** Walt fine tuned his role as liaison between constituents, surveyors, the contract County Surveyor, the Community Development Department, County Counsel and the Recorder's Office – providing a survey map “concierge” service. Walt's strong customer service skills and his uncanny ability to find dusty old documents in the Public Works Department and Recorder's archives endeared him to anyone who needed to track down or process such documents.

**WHEREAS,** Walt became famous for adding creative commentary and theorizing about the people, motives, and circumstances surrounding the events contained in such documents; and, having served several interim stints as Cemetery Administrator, literally knows where the dead bodies are buried.

**WHEREAS,** Walt's favorite pastimes are photography, backpacking and spending time at his beloved “Avalanche Ranch” in Virginia Lakes. He plans to spend more time on these endeavors and finally complete his lengthy list of Building Permit corrections and obtain his Certificate of Occupancy.

**NOW, THEREFORE, BE IT RESOLVED,** Walt has completed his distinguished 13-year career with the Department of Public Works as Engineering Technician III on June 28, 2019; and, the Mono County Board of Supervisors recognizes and thanks Walt Lehmann for his dedicated and reliable service to the people and visitors of Mono County and wishes him a happy and healthy retirement.

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John Peters, Chair  
Supervisor, District Four

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Bob Gardner  
Supervisor, District Three

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Jennifer Halferty  
Supervisor, District One

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Fred Stump  
Supervisor, District Two

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Stacy Corless  
Supervisor, District Five



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Appointments to the Bridgeport  
Valley Regional Planning Advisory  
Committee (RPAC)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Board of Supervisors' consideration and possible approval of appointment to the Bridgeport Valley Regional Planning Advisory Committee (RPAC).

**RECOMMENDED ACTION:**

Appoint Gil Curtis to the Bridgeport Valley Regional Planning Advisory Committee (RPAC) for a four-year term expiring on December 31, 2023.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Hailey Lang

**PHONE/EMAIL:** 760-932-5415 / hlang@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Gil Curtis App</a>

**History**

Time	Who	Approval
6/6/2019 2:14 PM	County Administrative Office	Yes
6/3/2019 1:58 PM	County Counsel	Yes

6/3/2019 9:26 AM

Finance

Yes



# Mono County Community Development Department

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

## Planning Division

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

June 11, 2019

**TO:** Honorable Mono County Board of Supervisors  
**FROM:** Hailey Lang, Planning Analyst, for John Peters, District 4 Supervisor  
**RE:** Bridgeport Regional Planning Advisory Committee

### RECOMENDATION

Consider appointing Gil Curtis to the Bridgeport Regional Planning Advisory Committee, as recommended by Supervisor Peters.

### FISCAL IMPACT

No fiscal impacts are expected.

### DISCUSSION

The Bridgeport Regional Planning Advisory Committee can have up to 15 members, and therefore currently has up to eight vacant seats. The seven current members' terms expire in December 2020, 2022, or 2023.

Supervisor Peters recommends Gil Curtis to be appointed to a four-year term expiring in December 2023. The following summarizes the status of the current membership:

#### Existing Members

- Justin Nalder
- Steve Noble
- Jeff Hunewill
- Jimmy Little
- Nick Way
- Bill Campbell
- Brianna Brown

#### Term Expires

12-31-20  
12-31-20  
12-31-22  
12-31-23  
12-31-23  
12-31-23  
12-31-23

#### New Members

- Gil Curtis

#### Term Expires

12-31-23

The application for Mr. Curtis is attached.

If you have questions regarding this matter, please contact Supervisor Peters or Hailey Lang at 760-932-5415.

This staff report has been reviewed by the Community Development Director.

# Regional Planning Advisory Committees

P.O. Box 347  
Mammoth Lakes, CA 93546  
760-924-1800 phone, 924-1801 fax  
commdev@mono.ca.gov

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

## MEMBERSHIP APPLICATION

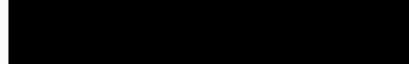
This application is for membership in the following RPAC (choose one):

- |   |  |
|---|--|
| <input type="checkbox"/> Antelope Valley              | <input type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil                | <input type="checkbox"/> Long Valley                                 |
| <input checked="" type="checkbox"/> Bridgeport Valley | <input type="checkbox"/> Mono Basin                                  |
| <input type="checkbox"/> Chalfant Valley              | <input type="checkbox"/> Swall Meadows                               |

Name Gil Curtis

Address 

City/State/Zip BRIDGEPORT, CA 


Phone (day)  Phone (eve.) SAMS

Email GILCURTIS@SBCGLOBAL.NET

Occupation/Business LAPD - RETIRED

Special interests or concerns about the community:

REQUESTING THE MAIN STREET  
REVITALIZATION PLAN FOR US 395  
THROUGH BRIDGEPORT. SENSE OF  
COMMUNITY. ENHANCE RECREATIONAL  
OPPORTUNITIES OF BRIDGEPORT.

Signature  Date 3/8/2017



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Approve Contract with Anne Sippi  
Clinic Treatment Group

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed contract with Anne Sippi Clinic Treatment Group for the provision of Transitional Social Rehabilitation Services for Mono County Behavioral Health LPS Conservatees.

**RECOMMENDED ACTION:**

Approve County entry into proposed contract and authorize appropriate staff to execute said contract on behalf of the County.

**FISCAL IMPACT:**

This Agreement shall not exceed \$71,537 in any twelve-month period. This will be paid from Mental Health Fund and is included in the FY 19/20 budget.

**CONTACT NAME:** Robin Roberts

**PHONE/EMAIL:** 760-924-1740 / Rroberts@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report Anne Sippi Contract</a>
<input type="checkbox"/> <a href="#">Contract for Services - County &amp; Anne Sippi Treatment Group</a>
<input type="checkbox"/> <a href="#">Exhibit 8 to Contract (HIPAA Attachment)</a>

**History**

Time

Who

Approval

6/6/2019 2:16 PM	County Administrative Office	Yes
6/4/2019 12:40 PM	County Counsel	Yes
6/5/2019 3:48 PM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

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**COUNTY OF MONO**

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P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

**Date:** May 16, 2019

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Robin Roberts, Behavioral Health Director

**Subject:** Approval for Contract with Anne Sippi Clinic Treatment Group

**Recommended Action:**

Board approval of contract for Anne Sippi Clinic Treatment Group for provision of Transitional Social Rehabilitation Services.

**Discussion:**

As a part of the requirements for Mono County Behavioral Health to provide reasonable treatment for those who are conserved under the LPS act, we contract with providers in other counties to provide services we do not have available in our area.

The Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental illness who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living. The objectives of the program are to intervene in a crisis, support community integration, and serve as an alternative to hospitalization. The goal is to rehabilitate the client to decrease the need for future psychiatric hospitalizations.

**Fiscal Impact:**

The annual amount of this contract is \$71,537.00  
This will be paid through our Mental Health Fund and has been budgeted.

**AGREEMENT BETWEEN COUNTY OF MONO  
AND ANNE SIPPI CLINIC TREATMENT GROUP  
FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the transitional social rehabilitation services of Anne Sippi Clinic Treatment Group of Bakersfield, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Mono County Behavioral Health, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other \_\_\_\_\_

**2. TERM**

The term of this Agreement shall be from June 1, 2019, to June 30, 2020, unless sooner terminated as provided below.

### 3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. **The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$71,537.00 in any twelve-month period, (hereinafter referred to as "Contract Limit").** County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

#### **4. WORK SCHEDULE**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### **7. COUNTY PROPERTY**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual



presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## 8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## 9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective

date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

## **10. STATUS OF CONTRACTOR**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

## **11. DEFENSE AND INDEMNIFICATION**

Contractor shall defend with counsel acceptable to County, 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, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor'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. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

## **12. RECORDS AND AUDIT**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **13. NONDISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the

Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

#### **14. TERMINATION**

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

#### **15. ASSIGNMENT**

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

#### **16. DEFAULT**

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

#### **17. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

#### **18. CONFIDENTIALITY**

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

#### **19. CONFLICTS**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

## **20. POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

## **21. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

## **22. FUNDING LIMITATION**

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

## **23. AMENDMENT**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

## **24. NOTICE**

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:  
Robin K. Roberts, Director  
Mono County Behavioral Health  
P.O. Box 2619  
Mammoth Lakes, CA 93546

Contractor:

Nick Damian  
Anne Sippi Clinic Treatment Group  
18200 Highway 178  
Bakersfield, CA 93306

**25. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

**26. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

**COUNTY OF MONO**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

## **ATTACHMENT A**

### **AGREEMENT BETWEEN COUNTY OF MONO AND ANNE SIPPI CLINIC TREATMENT GROUP FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES**

#### **TERM:**

**FROM: June 1, 2019      TO: June 30, 2020**

#### **SCOPE OF WORK:**

- The Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental illnesses who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living.
- The objectives of the program are to intervene in a crisis, support community integration, and serve as an alternative to hospitalization. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations.
- The Transitional Social Rehabilitation Program shall provide: A therapeutic residential community including a range of social rehabilitation activities for individuals who are in remission from an acute state of illness, and interim support to facilitate movement towards the highest possible level of functioning. Clients may receive day, outpatient and other treatment services outside the transitional residence. The planned length of stay shall be in accordance with the client's assessed needs, but under no circumstances may the length of stay extend beyond 18-months.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND ANNE SIPPI CLINIC TREATMENT GROUP  
FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES**

**TERM:**

**FROM: June 1, 2019      TO: June 30, 2020**

**SCHEDULE OF FEES:**

- The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$71,537.00 in any twelve-month period, (hereinafter referred to as "Contract Limit").
- The daily rate for services is: \$147.00. In addition, the Board and Care monthly rate is: \$1036.27.



## EXHIBIT 8

### AGREEMENT BETWEEN COUNTY OF MONO AND ANNE SIPPI TREATMENT GROUP FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES

#### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between ANNE SIPPI CLINIC TREATMENT GROUP, (the “Business Associate”) and the County of Mono (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) **Business Associate.** “Business Associate” shall mean the party identified above as the “Business Associate”.

(b) **Breach.** “Breach” shall have the same meaning as the term “breach” in Section 164.402.

(c) **Covered Entity.** “Covered Entity” shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(e) **Electronic Protected Health Information.** “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) **Individual.** “Individual” shall have the same meaning as the term “Individual” in Section 160.103 and shall include a person who qualifies as a personal representative in

accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

#### 4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

#### 5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

## **6. Appropriate Safeguards.**

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

## **7. Reporting Unauthorized Uses and Disclosures.**

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer,

subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

**8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.**

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

**9. Indemnification.**

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

**10. Individuals' Rights.**

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

**11. Obligations of Covered Entity.**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**12. Agents and Subcontractors of Business Associate.**

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

**13. Audit, Inspection, and Enforcement.**

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

**14. Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**15. Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Mono County Privacy Officer  
Office of County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) **Lost Revenues.** Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) **Penalties/Fines for Failure to Comply with HIPAA.** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) **Penalties/Fines (other).** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments: Public Works - Solid Waste**

**TIME REQUIRED**

**SUBJECT** Solid Waste Task Force Appointment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

On May 23, 2019, the Solid Waste Task Force approved a recommendation for appointment of Lesley-Anne Hoxie, a resident of Mammoth Lakes, CA, for the Public at Large vacancy.

**RECOMMENDED ACTION:**

Receive recommendation and approve appointment of Lesley-Anne Hoxie to fill the Public at Large vacancy on the Solid Waste Task force for a two-year term commencing on July 25, 2019 and ending on July 24, 2021.

**FISCAL IMPACT:**

No fiscal impact.

**CONTACT NAME:** Justin Nalder

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">SWTF Rec.App. Staff Report</a>
<a href="#">SWTF Draft Minutes 5.23.19</a>

**History**

Time	Who	Approval
6/6/2019 2:21 PM	County Administrative Office	Yes
6/6/2019 2:05 PM	County Counsel	Yes



6/6/2019 8:55 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:** June 11, 2019  
**To:** Honorable Board of Supervisors  
**From:** Justin Nalder, Solid Waste Superintendent

**Subject:** Solid Waste Task Force Recommendation for Appointment.

**Recommended Action:** Receive recommendation and approve appointment of Lesley-Anne Hoxie to fill the Public at Large vacancy on the Solid Waste Task force for a two-year term commencing on July 25, 2019 and ending on July 24, 2021.

**Fiscal Impact:** No fiscal impact.

**Discussion:**

- 1) On May 23, 2019, the Solid Waste Task Force approved a recommendation for appointment of Lesley-Anne Hoxie, a resident of Mammoth Lakes, CA, for the Public at Large vacancy which is a two-year term commencing on July 25, 2019 and ending on July 24, 2021. Leslie-Anne has been active in the solid waste arena and in conversation with Town of Mammoth Lakes Administration. In accordance with the Mono County Solid Waste Task Force Bylaws, consent and concurrence of the appointment is required from the Mono County Board of Supervisors.

If you have any questions regarding this item, please contact me at 760.932.5453 or by email at [inalder@mono.ca.gov](mailto:inalder@mono.ca.gov).

Respectfully submitted,

Justin Nalder  
Solid Waste Superintendent



**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)

**Mono County Solid Waste Task Force**

**Meeting of May 23, 2019  
11:00a.m.-12:30 p.m.  
Town/County Conference Room  
Minaret Mall, Mammoth Lakes**

**DRAFT MINUTES**

1. Call to order.

*Meeting called to order at 11:03AM.*

In attendance:

*Justin Nalder – Mono County  
Brian Robinette – Sierra Conservation Project  
Dan Holler – Town of Mammoth Lakes  
Sandra DiDomizio – Green Fox Events  
Kevin Brown – D&S Waste  
Roger Brown – Mammoth Disposal*

Guests:

*Jill Kearney – Mono County Environmental Health  
Pam Kobylarz – Town of Mammoth Lakes  
Lewis Jones- Public  
Juliana Jones – Public  
Pam Kobylarz – Town of Mammoth Lakes  
John Peters – Mono County Board of Supervisors  
Sue VanDelinder – Mammoth Disposal  
Jess Huskins – Mammoth Disposal  
Matt Jaroslowski – Mammoth Community Water District  
Tyler Nelson – Mammoth Community Water District  
Geoff McQuilkin – Mono Lake Committee*

2. Public Comment on items not on the agenda.

*Justin -Activities underway to meet Cal Recycle - Mandatory Commercial Recycling.  
Feedback received suggesting positive reinforcement and bundling curbside services offered. Pilot program should be considered. Most companies that would like to recycle already are; there needs to be a method to reach the rest. School districts should be more involved. Clarification was provided about franchise allowances on fee schedule.  
Roger – Mammoth Disposal has launched an app called ReCollect which provides updates on recyclable items and drop-off locations. The app is available on mobile devices or through Mammoth Disposals website.*

3. Approval of Minutes from March 20, 2019 meeting.

*Motion: Kevin Second: Roger (6-0-0).*

4. Update on comprehensive solid waste services RFP.  
*Justin- Draft RFP has been completed and submitted to County Counsel for review. Original timeline for completion will be pushed to later.*  
*Dan- Discussed option of having a biomass facility at Pumice Valley Landfill, even if not part of RFP at this point.*
5. Process improvements to biomass feedstock production.  
*Justin- Provided an overview and update of existing greenwaste / woodwaste diversion strategies and incoming equipment to aid with woodchip production.*
6. Metal recycling at Benton Crossing Landfill.  
*Justin- Provided photos and an overview of current metal recycling occurring at Benton Crossing Landfill. An invitation was given to visit the site and watch the process for anyone interested; they would need to arrange a visit with Justin Nalder.*
7. Recommendations for open Task Force seats.  
*Dan- recommended Lesley-Anne Hoxie of Mammoth Lakes for the Public at Large position.*  
*Dan / Kevin 6-0-0*
8. Adjourn to July 25, 2019 meeting.  
*Request made for information on 1) idling vehicles 2) snow removal and using fuel as a bed liner.*  
*Meeting adjournment at 12:30 p.m.*



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments:** CAO, Finance

**TIME REQUIRED**

**SUBJECT** Recommended Budget as the  
Temporary Budget for FY 2019-2020

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Adopt resolution approving a recommended budget as the temporary budget for Fiscal Year 2019-2020 to spend until budget hearings are held and the Board adopts the final budget for the coming fiscal year.

**RECOMMENDED ACTION:**

Adopt proposed resolution R19-\_\_\_, approving the recommended budget as the temporary budget until Fiscal Year 2019-2020 budget is adopted, including appropriations of \$121,778,141. Provide any desired direction to staff.

**FISCAL IMPACT:**

The total fiscal impact is \$121,778,141, including \$38,960,808 of General Fund and \$82,817,333 of Non-General Fund expenditures.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 760-932-5494 / jdutcher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff report - FY 2019-2020 temporary budget</a>
<input type="checkbox"/> <a href="#">Resolution - FY 1019-20 temporary budget</a>
<input type="checkbox"/> <a href="#">Schedule of Appropriations - FY 2019-2020 temporary budget</a>

**History**

Time

Who

Approval

6/6/2019 2:40 PM	County Administrative Office	Yes
6/6/2019 3:40 PM	County Counsel	Yes
6/6/2019 3:54 PM	Finance	Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

---

*Stephanie M. Butters*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM*  
Director of Finance

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

**Date:** June 11, 2019

**To:** Honorable Board of Supervisors

**From:** Janet Dutcher, Finance Director

**Subject:** Requested (Temporary) Budget for Fiscal Year 2019-2020

**Action Requested:**

Adopt proposed resolution #R19-\_\_\_, approving the recommended budget for Fiscal Year 2019-2020, including appropriations of \$121,778,141.

**Discussion:**

Government Code 29000 et seq. is known as the County Budget Act and describes the procedures and timelines required for development and adoption of the County's annual budget. Section 29064(a) states that "on or before June 30 of each year the board, by formal action, shall approve the recommended budget, including the revisions it deems necessary for the purpose of having authority to spend until the budget is adopted." This Government Code section in conjunction with Government Code 29140 provides an opportunity to adopt a temporary budget based on the prior year's budget, excluding fixed assets and operating transfers.

On June 4, staff recommended, and your Board approved, delaying next year's budget process beyond June 30 to allow more time to articulate the most effective workplan and budget, and to obtain further input and build consensus among all stakeholders. Because the budget process originally planned early this year for adopting the Fiscal Year 2019-2020 recommended budget on June 18 is delayed, CAO and Finance recommend approval of this recommended, but temporary, budget consisting of the County's Fiscal Year 2018-2019 budget, as amended as of May 31, 2019, but excluding appropriations for operating transfers and expended fixed assets.

Adoption of this temporary budget will provide sufficient spending authority to continue County operations until the final budget is adopted no later than October 2<sup>nd</sup> by Resolution of the Board of Supervisors.

**Fiscal Impact:**

The total fiscal impact is \$121,778,141, including \$38,960,808 of General Fund and \$82,817,333 of Non-General Fund expenditures.



R19-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS  
APPROVING A RECOMMENDED BUDGET  
AS THE TEMPORARY BUDGET  
FOR FISCAL YEAR 2019-2020 UNTIL SUCH TIME  
AS THE 2019-20 BUDGET IS ADOPTED**

**WHEREAS**, the Board has adopted, on a permanent basis, the procedure prescribed by Government Code section 29000 et seq. regarding creation of a recommended budget; and

**WHEREAS**, the County desires to use a temporary budget appropriation as its recommended budget to operate from July 1, 2019, until a final budget for Fiscal Year 2019-2020 is adopted;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that: a recommended budget for Fiscal Year 2019-2020 is approved in the amount of one hundred twenty one million, seven hundred seventy eight thousand, one hundred forty one dollars (\$121,778,141), which is the budget for Fiscal 2018-2019, as amended, less the appropriations for operating transfers and expended fixed assets.

**BE IT FURTHER RESOLVED** that the recommended budget hereby approved shall remain in effect until the Fiscal Year 2019-2020 budget is adopted by the Board.

**PASSED, APPROVED and ADOPTED** this 11th day of June 2019, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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



MONO COUNTY  
Proposed Temporary Budget  
Appropriations by Fund  
Fiscal Year Ending June 30, 2020

<b>FUND NAME</b>	<b>2018-19 Actuals CYTD</b>	<b>2018-19 Revised Budget</b>	<b>2019-20 Temporary Budget Proposed</b>
General Fund	\$ 34,348,703	\$ 43,066,878	\$ 38,960,808
General Reserve Fund	-	-	-
Fish Enhancement	52,882	153,737	153,737
Conway Ranch	41,691	75,482	75,482
Fish And Game Fine Fund	-	26,600	26,600
Tourism Commission	245,705	343,000	343,000
General Fund Grant Programs	16,799	139,000	139,000
Geothermal	103,645	414,580	414,580
Geothermal Royalties	75,000	130,000	80,000
Community Support Programs	85,012	119,000	119,000
Social Services	4,310,009	5,739,172	5,639,172
Employers Training Resource	42,688	143,399	143,399
DSS-Wraparound (Foster Care)	18,312	127,529	37,529
DSS-Birth Cert Children's Trust Fund	14,946	31,000	31,000
DSS 2011 Realignment	331,605	1,367,644	-
Behavioral Health	1,518,206	2,136,448	2,136,448
Behavior Health - Mental Health Services Act	1,105,276	4,295,558	4,262,955
BHS 2011 Realignment	-	367,224	-
Public Health	2,237,620	2,900,360	2,839,560
Public Health Education (Tobacco)	304,613	430,662	430,662
Bio-Terrorism - Public Health	241,003	316,982	316,982
Sheriff - Terrorism Grant - OES	95,100	89,990	89,990
OHV - Off-Highway Vehicle Fund	54,698	64,554	64,554
Court Security 2011 Realignment	278,728	468,748	-
Economic Stabilization	-	-	-
DA Pre-Diversion Program Fund	4,600	12,000	-
Law Library	4,000	13,150	13,150
County Service Area #1 Crowley	35,836	79,525	79,525
County Service Area #2 Benton	10,335	44,300	44,300
County Service Area #5 Bridgeport	7,487	376,000	363,000
Zones of Benefit	75,814	82,126	64,400
Disaster Assistance	58,530	57,555	-
Road Fund	3,825,670	4,903,495	4,831,637
Road Fund - State & Federal Construction Funds	776,067	3,626,425	2,850,358
Home/CDBG Fund	202,503	500,000	500,000
Comm Dev Grants Fund	178,351	440,000	440,000
Capital Improvement Projects	79,096	241,959	168,108
Accumulated Capital Outlay	139,791	201,000	-
Criminal Justice Facility	5,526	26,910,691	26,905,165
Civic Center Facilities Project	1,406,768	22,724,497	21,625,955

MONO COUNTY  
Proposed Temporary Budget  
Appropriations by Fund  
Fiscal Year Ending June 30, 2020

<b>FUND NAME</b>	<b>2018-19 Actuals CYTD</b>	<b>2018-19 Revised Budget</b>	<b>2019-20 Temporary Budget Proposed</b>
Debt Service Fund	69,110	147,977	147,977
Airport Enterprise Fund	88,426	106,912	43,838
Campground Enterprise Fund	21,525	44,733	44,733
Cemetary Enterprise Fund	10,915	22,155	22,155
Cemetary Endowment Fund	-	-	-
Solid Waste Enterprise Fund	2,199,191	3,517,296	3,015,919
Solid Waste Special Revenue (Parcel Fees)	-	680,000	-
Solid Waste Accelerated Landfill Closure Fund	-	-	-
Motor Pool	1,504,429	581,855	1,057,118
Insurance Internal Service Fund	2,026,131	2,427,286	2,227,286
Computer Replacement Pool	332,266	322,723	305,173
Copier Pool	64,419	137,621	137,621
Workforce Development	27,930	200,000	200,000
Probation CCP 2011 Realignment	489,744	684,754	-
Probation YOBG 2011 Realignment	56,286	171,042	171,042
Probation SB678 Performance Incentive	37,570	219,181	86,209
Probation JJCPA 2011 Realignment	160	37,434	37,434
Probation PRCS 2011 Realignment	-	-	-
Probation BSCC 2011 Realignment	100,000	100,000	-
Juvenile Activities	687	10,780	10,780
Probation-Drug Court Enhancement Grant	3,935	62,500	62,500
Inmate Welfare Trust	23,819	18,300	18,300
<b>Grand Total</b>	<b>\$ 59,389,156</b>	<b>\$ 132,652,819</b>	<b>\$ 121,778,141</b>
General Fund	34,348,703	43,066,878	38,960,808
Non-General Fund	25,040,453	89,585,941	82,817,333
<b>Grand Total</b>	<b>\$ 59,389,156</b>	<b>\$ 132,652,819</b>	<b>\$ 121,778,141</b>



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments: Public Works, Road Division**

**TIME REQUIRED**

**SUBJECT** 2019 Special Event Road Closures

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### **AGENDA DESCRIPTION:**

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

Proposed Resolutions authorizing temporary road closures and traffic control throughout the summer and fall of 2019, in support of the following Special Events: Town of Mammoth Lakes 4th of July Fireworks; Bodie Running Race; June Lake Triathlon; ATV Jamboree; Sierra Safari; Gran Fondo; E. Clampus Vitus Dedication, and Bridgeport Fall Festival.

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### **RECOMMENDED ACTION:**

1. Adopt proposed resolution R19-\_\_\_, temporarily closing Sherwin Creek Road from 9:00 p.m. to 11:00 p.m. on Thursday, July 4th for the Town of Mammoth Lakes Fourth of July Fireworks Celebration.
2. Adopt proposed resolution R19-\_\_\_, temporarily closing Cottonwood Canyon Road from 7:00 a.m. to 1:00 p.m. on Saturday, July 6th for the Bodie Running Race.
3. Adopt proposed resolution R19-\_\_\_, temporarily closing and/or providing for intermittent traffic control for portions of Pinecliff Drive in June Lake from 5:00 a.m. to 5:00 p.m. on July 13th for the June Lake Triathlon.
4. Adopt proposed resolution R19-\_\_\_, temporarily closing and/or providing for intermittent traffic control on various county roads within the communities of Walker, Coleville and Topaz between the hours of 6:00 a.m. and 9:00 p.m. from September 24 through September 28 for the 2019 Eastern Sierra ATV/UTV Jamboree.
5. Adopt proposed resolution R19-\_\_\_, temporarily closing and/or providing for intermittent traffic control on portions of Aurora Canyon Drive, Stock Drive and Court Street in Bridgeport from 10:00 a.m. to 3:00 p.m. on October 5th for the 2019 Sierra Safari.
6. Adopt proposed resolution R19-\_\_\_, temporarily closing a portion of Cunningham Lane in Coleville from 8:00 a.m. to 12:00 p.m. on September 7th for the annual monument dedication ceremony of E. Clampus Vitus.
7. Adopt proposed resolution R19-\_\_\_, temporarily closing various county roads at their intersections with State Route 120 and Benton Crossing Road between 8:00 a.m. and 1:00 p.m. on September 7, 2019 for the Mammoth Gran Fondo Bike Race.
8. Adopt proposed resolution R19-\_\_\_, authorizing the temporary closure of School Street from 8:00 a.m. on September 28th through 8:00 a.m. September 29th for the Bridgeport Fall Festival

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### **FISCAL IMPACT:**

Less than \$500 per event.

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**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@mono.ca.gov

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**SEND COPIES TO:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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**ATTACHMENTS:**

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

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**History**

Time	Who	Approval
6/6/2019 2:13 PM	County Administrative Office	Yes
6/6/2019 1:48 PM	County Counsel	Yes
6/5/2019 1:36 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** June 11, 2019  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Subject:** 2019 Special Event Road Closures

## Recommended Action:

1. Consider and adopt the following Resolutions:
  - a. RESOLUTION NO. R19-\_\_\_ A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS FOR THE TOWN OF MAMMOTH LAKES FOURTH OF JULY FIREWORKS CELEBRATION
  - b. RESOLUTION NO. R19-\_\_\_ A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE INTERMITTENT CLOSURE OF COUNTY ROADS IN THE BODIE AREA FOR THE 2019 BODIE RUNNING RACE
  - c. RESOLUTION NO. R19-\_\_\_ A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE TEMPORARY CLOSURE OF A PORTION OF A COUNTY ROAD IN JUNE LAKE FOR THE ANNUAL JUNE LAKE TRIATHLON TO BE HELD ON SATURDAY JULY 13, 2019
  - d. RESOLUTION NO. R19-\_\_\_ A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE INTERMITTENT CLOSURE OF COUNTY ROADS IN THE ANTELOPE VALLEY AREA FOR THE 2019 EASTERN SIERRA ATV & UTV JAMBOREE
  - e. RESOLUTION NO. R19-\_\_\_ A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE INTERMITTENT CLOSURE OF CERTAIN COUNTY ROADS IN THE BRIDGEPORT AREA FOR THE 2019 SIERRA SAFARI
  - f. RESOLUTION NO. R19-\_\_\_ A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE CLOSURE OF CERTAIN COUNTY ROADS AND STATE HIGHWAYS TO THRU TRAFFIC IN THE MONO LAKE AND LONG VALLEY AREAS FOR THE 2019 MAMMOTH GRAN FONDO BIKE RIDE
  - g. RESOLUTION NO. R19-\_\_\_ A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE TEMPORARY CLOSURE OF A PORTION OF A COUNTY ROAD IN THE ANTELOPE VALLEY FOR THE E. CLAMPUS VITUS DEDICATION TO BE HELD ON SATURDAY SEPTEMBER 7, 2019
  - h. RESOLUTION NO. R19-\_\_\_ A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS FOR THE BRIDGEPORT FALL FESTIVAL
2. Provide any desired direction to staff.

**Fiscal Impact:**

Approximately \$500 per event. These costs result from the assistance provided by the respective Road Districts for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures.

**Discussion:**

Special events are held throughout the year in Mono County and are widely recognized as having beneficial impacts to local communities in the form of economic activity and regional notoriety.

Some of the events occur on or near County Roads and include traffic impacts. When such impacts exist, roads must be closed or traffic controlled in accordance with County policy which includes an approving Board Resolution.

Most of these events have become annual occurrences where the dates and plans are known well in advance. As such, staff has endeavored to gather the requisite information from all known events in 2019 and bring them forward for Board approval at once.

One major event, the **Bridgeport 4<sup>th</sup> of July Celebration**, is conspicuously not among the listed events today – In 2018, the Board approved Resolution 18-26 which provides the necessary authorization for that event in perpetuity.

**Town of Mammoth Lakes Fourth of July Celebration**

This annual event requires the closure of a County Road, aka “Substation Road,” after the fireworks celebration at Crowley Lake in order to provide a secondary access into the Town of Mammoth Lakes to alleviate traffic caused by the thousands of attendees leaving and returning to Mammoth via US 395.

**June Lake Triathlon**

The June lake Triathlon has become a popular annual event based on the shores of June Lake. This year, event organizer High Sierra Athletics has requested a temporary road closure on Pinecliff Drive on Saturday, July 13, 2019, from 5:00 a.m. to 5:00 p.m. The request is the same as last year:

Intermittent traffic control will occur on Pinecliff Drive from the intersection of Northshore Drive to the Pinecliff Resort Store and Campsites from 5:00 am to 1:00 pm with 10-15 minute delays for motorists.

Road closure of Pinecliff Drive after the Pinecliff Resort on Saturday, July 13, 2019, from 5:00 am to 5:00 pm, with access to the campground only (but excluding beach access) beginning at 1:00 pm.

In anticipation of this request and upcoming event, June Lake Triathlon has rented out the entire Oh Ridge Campground for racers and staff to camp and therefore will not be impacting any potential income for the Inyo National Forest or for the concessionaire, Inyo Recreation.

**Bodie Running Race**

This is the first year of the Bodie Running Race, but the event organizers submitted a Special Event Application early, allowing them to be included in today’s item. The proposed closure is for a .5 mile section of Cottonwood Canyon Road (aka the back road to Bodie) where their race course passes over the County Road (most of the course is on non-County roads) for a few hours during the race, on the morning of July 6<sup>th</sup>.

**ATV Jamboree**

The ATV Jamboree is an annual event in September that requires the closure of certain County Roads in the Antelope Valley during the course of the event. This event utilizes the CHP to provide traffic control

and coordinates the effort between local law enforcement agencies as well as the Department of Public Works.

**Sierra Safari**

The Sierra Safari follows the ATV jamboree on the following weekend (October 6), and requires the closure of certain County roads in the Bridgeport area.

**ECV Cunningham Bridge**

Local historical group E. Clampus Vitus constructs and places a historic monument every year in Mono County. This year the monument will be at the Cunningham Bridge in the Antelope Valley, and their dedication event will benefit from a closure of Cunningham Lane for the period of the event.

**Gran Fondo**

The Mammoth Gran Fondo has developed detailed traffic control plans for their annual ride, which have been approved and well-implemented in year's past. This year's event is scheduled for September 7<sup>th</sup>. The same traffic control plans that have been used in year's past will be used again.

**Bridgeport Fall Festival**

The Bridgeport Fall Festival is a relatively new event, including a chili cook off and a classic car show. It occurs on School Street in the community of Bridgeport. Event organizers have also requested to restrict parking on US 395 between Sinclair Street and School Street for the purposes of parking classic cars.

Pursuant to Section 982 of the Streets and Highways Code, the attached Resolutions have been prepared for Board consideration and approval.

If you have any questions regarding this item, please contact me at 760-932-5459. I may also be contacted by email at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov).

Respectfully submitted,



Tony Dublino  
Director of Public Works

Attached:

8 separate Resolutions (19-\_\_xx\_\_)



**RESOLUTION NO. R19-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS  
FOR THE TOWN OF MAMMOTH LAKES FOURTH OF JULY FIREWORKS  
CELEBRATION**

**WHEREAS**, the Town of Mammoth Lakes has requested the temporary closure and use of certain County roads for the purpose of providing the Town of Mammoth Lakes Fourth of July Fireworks Spectacular at Crowley Lake; and

**WHEREAS**, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

**WHEREAS**, through the years The Town of Mammoth Lakes Annual Fourth of July celebration at Crowley Lake has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the following County road shall be temporarily closed and the use thereof granted to the Town of Mammoth Lakes for its Fourth of July Fireworks Spectacular at Crowley Lake, at times and dates listed below:

1. Sherwin Creek Road, with access from the junction of Hwy 395 northbound to the junction of Substation Road (the "old highway") from 9:00 p.m. Thursday, July 4, 2019 until 11:00 p.m. Thursday, July 4, 2019."

**BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to work with representatives from the California Department of Transportation and the Town of Mammoth Lakes, to effectuate said road closure.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of June, 2019, by the following vote of the Board of Supervisors, County of Mono:



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

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John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

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Clerk of the Board

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County Counsel



RESOLUTION NO. R19-\_\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD  
OF SUPERVISORS AUTHORIZING THE TEMPORARY  
CLOSURE OF A PORTION OF A COUNTY ROAD IN  
JUNE LAKE FOR THE ANNUAL JUNE LAKE TRIATHLON  
TO BE HELD ON SATURDAY JULY 13, 2019**

**WHEREAS**, the High Sierra Athletics has requested the temporary closure and use of a portion of Pinecliff Drive in June Lake to facilitate activities associated with the annual June Lake Triathlon to be held Saturday, July 13, 2019; and

**WHEREAS**, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

**WHEREAS**, for the past several years the June Lake Triathlon, sponsored by the High Sierra Triathlon Club, has resulted in substantial benefits to the residents, businesses and visitors in Mono County.

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the following County streets in the community of June Lake may be closed, used for re-routing traffic and/or have restricted parking areas issued in conformance with the County's Special Events Policy (see Chapter 5.50 of the Mono County Code) and made available to the High Sierra Triathlon Club consistent with the times and dates listed below:

1. Intermittent traffic control on Pinecliff Drive from the intersection of Northshore Drive to the Pinecliff Resort Store and Campsite on Saturday, July 13, 2019, from 5:00 am to 1:00 pm.
2. Road closure of Pinecliff Drive after the Pinecliff Resort on Saturday, July 13, 2019, from 5:00 am to 5:00 pm, with access to the campground only (but excluding beach access) beginning at 1:00 pm.

**BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel and to work with California Department of Transportation and California Highway Patrol officials to effectuate said road closures and detours.

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**APPROVED AND ADOPTED** this \_\_\_\_\_ day of June, 2019, by the following vote of the Board of Supervisors, County of Mono:

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

---

John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

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Clerk of the Board

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County Counsel



**RESOLUTION NO. R19-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE INTERMITTENT CLOSURE OF COUNTY  
ROADS IN THE BODIE AREA  
FOR THE 2019 BODIE RUNNING RACE**

**WHEREAS**, the Bodie Foundation and Bodie State Historic Park has requested the intermittent closure and use of certain County roads for trail rides associated with the 2019 Bodie Running Race; and

**WHEREAS**, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

**WHEREAS**, public events such as the Bodie Running Race result in substantial benefits to the residents and businesses of Mono County and visitors to the County; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that a .5 mile section of Cottonwood Canyon Road, a County-maintained road near Bodie State Park, will be closed in conformance with the County's Special Events Policy and made available to the Bodie Foundation and Bodie State Historic Park from 7:00am to 1:00pm on Saturday, July 6<sup>th</sup>, 2019.

**BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel to work with the Bodie Foundation and Bodie State Historic Park other officials to effectuate said intermittent road closures.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of June, 2019, by the following vote of the Board of Supervisors, County of Mono:

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

---

John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

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Clerk of the Board

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County Counsel



RESOLUTION NO. R19-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING  
THE CLOSURE OF CERTAIN COUNTY ROADS AND STATE HIGHWAYS TO  
THRU TRAFFIC IN THE MONO LAKE AND LONG VALLEY AREAS  
FOR THE 2019 MAMMOTH GRAN FONDO BIKE RIDE**

**WHEREAS**, the Mammoth Mountain Community Foundation (MMCF) has requested the closure of and use of certain county roads and state highways for bicycle rides associated with the 2019 Mammoth Gran Fondo Bike Ride; and,

**WHEREAS**, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close public roads and highways and grant the use thereof to the managers of said functions; and,

**WHEREAS**, the Mammoth Gran Fondo Bike Ride, sponsored by the MMCF, has resulted in substantial benefits to Mono County residents, businesses and visitors; and,

**WHEREAS**, the event has three routes utilizing county roads and state highways with two of the routes requiring closing roads to thru traffic; and,

**WHEREAS**, the California Highway Patrol (CHP) will perform closure duties near the intersections of U.S. Highway 395 and State Route 120 to Dross Road, State Route 120 at Yellowjacket Road and on Benton Crossing Road at Brown's Town. Additionally there will be barricades with posted signs (Road Closed to Thru Traffic, Bicycles on Roadway) at 21 locations advising motorists entering on to U.S. Highway 120 and Benton Crossing Road on the day of the event..

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the following County roads may be closed to thru traffic in conformance with the County's Special Events Policy (see Chapter 5.50 of the Mono County Code) and made available to the MMCF from 8:00 am until 1:00 pm on Saturday, September \_\_\_\_, 2019:

1. Benton Crossing Road at Brown's Town campground, which is approximately 7 miles east of the junction with U.S. Highway 395, to the junction of State Route 120;
2. The intersection of State Route 120 and Yellowjacket Road;
3. The intersection of State Route 120 and Cattle Drive Road;
4. The intersection of Benton Crossing Road and Barker Mine Road;
5. The intersection of Benton Crossing Road and Deer Springs Road;

6. The intersection of Benton Crossing Road and Chidago Canyon Road;
7. The intersection of Benton Crossing Road and Casa Diablo Road;
8. The intersection of Benton Crossing Road and Owens Gorge Road;
9. The intersection of Benton Crossing Road and Layton Springs Road.

**BE IT FURTHER RESOLVED** by the Mono County Board of Supervisors that the following State highways and County roads may be closed to thru traffic in conformance with the State's requirements and the County's Special Events Policy, respectively, and made available to the MMCF from 8:00 am until 1:00 pm on Saturday, September \_\_\_\_, 2019:

10. State Route 120 from Dross Road to Yellow Jacket Road;
11. The intersection of State Route 120 and Test Station Road;
12. The intersection of State Route 120 and Sand Flat Cutoff;
13. The intersection of State Route 120 and Pilot Springs Road;
14. The intersection of State Route 120 and Sage Hen Meadows Road;
15. The intersection of State Route 120 and Baxter's Road;
16. The intersection of State Route 120 and Black Canyon Road;
17. The intersection of State Route 120 and Dobie Meadows Road;
18. The intersection of State Route 120 and Adobe Ranch Road;
19. The intersection of State Route 120 and McGee Canyon Road;
20. The intersection of State Route 120 and River Springs Road;
21. The intersection of State Route 120 and Sawmill Meadows Road.

**BE IT FURTHER RESOLVED** that in the case of emergency requiring detour to allow residents to access their properties, or for other reasons, the County Department of Public Works shall have the authority to modify the closures as necessary for the protection of public health and safety.

**BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel and to work with the MMCF and other officials to effectuate said road closures to thru traffic.

**APPROVED AND ADOPTED** this \_\_\_\_\_<sup>th</sup> day of June 2019, by the following vote of the Board of Supervisors, County of Mono:

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

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John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

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

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





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4 **RESOLUTION NO. R19- \_\_\_\_**

5 **A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS**  
6 **AUTHORIZING THE INTERMITTENT CLOSURE OF COUNTY**  
7 **ROADS IN THE ANTELOPE VALLEY AREA**  
8 **FOR THE 2019 EASTERN SIERRA ATV & UTV JAMBOREE**

9 **WHEREAS**, the Northern Mono Chamber of Commerce (NMCC) has requested the intermittent closure  
10 and use of certain County roads for trail rides associated with the 2019 Eastern Sierra ATV & UTV  
11 Jamboree; and

12 **WHEREAS**, in conformance with Section 982 of the California Streets and Highways Code, the Board of  
13 Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of  
14 said functions; and

15 **WHEREAS**, through the years the annual Eastern Sierra ATV & UTV Jamboree sponsored by the NMCC  
16 has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the  
17 County; and

18 **WHEREAS**, The NMCC will utilize the California Highway Patrol to perform traffic control at closures  
19 and road intersections as required by CHP along the various routes; and

20 **NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the following  
21 County streets in the communities of Walker, Coleville and Topaz will be intermittently closed in  
22 conformance with the County's Special Events Policy and made available to the NMCC from 5pm until  
23 9pm on Tuesday September 24<sup>th</sup>; from 6am until 6pm on Wednesday and Thursday September 25<sup>th</sup> and 26<sup>th</sup>;  
24 and from 6am until 9pm on Friday and Saturday September 27<sup>th</sup> and 28<sup>th</sup>.

- 25 1. Larson Lane, from Highway 395 to Eastside Lane;  
26 2. Eastside Lane, from Camp Antelope Road to end of pavement north of Topaz Lane;  
27 3. Offal Road at intersection with Eastside Lane;  
28 4. Topaz Lane at intersection with Eastside Lane;

5. Cunningham Lane at intersection with Eastside Lane;
6. Lone Company Road at intersection with Eastside Lane;
7. Eastside Road at intersection with Eastside Lane;
8. Camp Antelope Road from Eastside Lane to Burcham Flat Road;
9. Burcham Flat Road, from Camp Antelope Road to end of pavement.

**BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel to work with the NMCC and other officials to effectuate said intermittent road closures.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of June, 2019, by the following vote of the Board of Supervisors, County of Mono:

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

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John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

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Clerk of the Board

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County Counsel



**RESOLUTION NO. R19-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE INTERMITTENT CLOSURE OF CERTAIN  
COUNTY ROADS IN THE BRIDGEPORT AREA FOR THE  
2019 SIERRA SAFARI**

**WHEREAS**, Dick Allen’s Sierra Safari has requested the intermittent closure and use of certain County roads for trail rides associated with the 2019 Sierra Safari; and

**WHEREAS**, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

**WHEREAS**, through the years the annual Sierra Safari has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County; and

**WHEREAS**, Dick Allen’s Sierra Safari will utilize the California Highway Patrol (CHP) to perform traffic control at closures and road intersections as required by CHP along the various routes; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the following County streets in the community of Bridgeport may be intermittently closed in conformance with the County’s Special Events Policy and made available to Dick Allen’s Sierra Safari from 10am until 3pm on Saturday October 5<sup>th</sup>:

1. Aurora Canyon Road, from the intersection with Sagebrush Drive to the intersection with Highway 182.
2. Highway 182 from the intersection with Aurora Canyon Road to the intersection with Stock Drive.
3. Stock Drive, from intersection with Highway 182 to Court Street;
4. Court Street, from intersection with Stock Drive to the footbridge;

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**BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel to work with Sierra Safari staff and other officials to effectuate said intermittent road closures.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of June, 2019, by the following vote of the Board of Supervisors, County of Mono:

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

\_\_\_\_\_  
John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

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

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



RESOLUTION NO. R19-\_\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD  
OF SUPERVISORS AUTHORIZING THE TEMPORARY  
CLOSURE OF A PORTION OF A COUNTY ROAD IN  
THE ANTELOPE VALLEY FOR THE E. CLAMPUS VITUS DEDICATION  
TO BE HELD ON SATURDAY SEPTEMBER 7, 2019**

**WHEREAS**, the Bodie 64 Chapter of E. Clampus Vitus has requested the temporary closure and use of a portion of Cunningham Lane in the Antelope Valley for their annual monument dedication and celebration to be held Saturday, September 7, 2019; and

**WHEREAS**, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

**WHEREAS**, for over 50 years, the Bodie 64 Chapter of E. Clampus Vitus has dedicated itself in the preservation of Mono County's rich western history and folklore to the benefit of both visitors and locals alike.

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the following County street in the community of Coleville may be closed, used for re-routing traffic and/or have restricted parking areas issued in conformance with the County's Special Events Policy (see Chapter 5.50 of the Mono County Code) and made available to the Bodie 64 Chapter of E. Clampus Vitus consistent with the times and dates listed below:

1. Cunningham Lane from 300' east of the Cunningham Bridge, to a point 300' west of the Cunningham Bridge on Saturday, September 7, 2019, from 8:00 am to 12:00 pm

**BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel and to work with California Department of Transportation and California Highway Patrol officials to effectuate said road closures and detours.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of June, 2019, by the following vote of the Board of Supervisors, County of Mono:

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

---

John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

---

Clerk of the Board

---

County Counsel



**RESOLUTION NO. R19-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS  
FOR THE BRIDGEPORT FALL FESTIVAL**

**WHEREAS**, the Bridgeport Chamber of Commerce has requested the temporary closure and use of certain County roads to hold the Bridgeport Fall Festival; and

**WHEREAS**, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

**WHEREAS**, the Bridgeport Fall Festival has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the following County road shall be temporarily closed and the use thereof granted to the managers of the Bridgeport Fall Festival, at times and dates listed below:

1. School Street, between US 395 and Bryant St, from 8:00 a.m. Saturday, September 28<sup>th</sup> until 8:00 a.m. Sunday, September 29<sup>th</sup>, 2019.

**BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors recognizes and supports the request from the Bridgeport Chamber of Commerce to restrict parking along US 395 between Sinclair Street and School Street in Bridgeport, for the purposes of parking vehicles for the car show during the same time period listed above and authorizes the Director of the Department of Public Works to work with representatives from the California Department of Transportation, as needed, to effectuate said road closure and parking restrictions.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote of the Board of Supervisors, County of Mono:

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

---

John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

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Clerk of the Board

---

County Counsel





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments: County Counsel**

**TIME REQUIRED**

**SUBJECT** Budget Appropriation for Affordable Housing Development

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Transfer budget appropriations of \$15,000 from County Administrative Office (budget unit 100-11-020) to County Counsel (budget unit 100-13-120) for costs of outside counsel services related to affordable housing development.

**RECOMMENDED ACTION:**

Approve transfer of budget appropriations in the amount of \$15,000.

**FISCAL IMPACT:**

Reduces County Administrative Office Fiscal Year 2018-19 unspent appropriations by \$15,000 and there is sufficient remaining unspent appropriations remain.

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
6/6/2019 2:37 PM	County Administrative Office	Yes
6/6/2019 1:54 PM	County Counsel	Yes
6/5/2019 1:41 PM	Finance	Yes



**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputy County Counsel**  
Anne M. Larsen  
Jason Canger

**OFFICE OF THE  
COUNTY COUNSEL**

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

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Jenny Lucas

To: Board of Supervisors

From: Stacey Simon

Date: June 11, 2019

Re: Budget appropriation for work on affordable housing

**Recommended Action**

Approve budget appropriations of \$15,000 from County Administrative Office (budget unit 100-11-020) to County Counsel (budget unit 100-13-120) for costs of outside counsel services related to affordable housing development.

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

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

**Fiscal Impact**

Reduces County Administrative Office Fiscal Year 2018-19 unspent appropriations by \$15,000.

**Discussion**

Pursuant to Board direction, the law firm of Goldfarb Lipman, which specializes in affordable housing law and related topics was retained by the County to assist with ongoing affordable housing development projects. Most recently, with the sale of the County-owned Davison Road property in Mammoth Lakes.

Funds for these services were requested, but not appropriated, as part of the mid-year budget process. At that time, it was indicated that funds could later be provided either from the CAO's budget or from funds earmarked in the FY2018-19 budget for affordable housing. After consultation with the Finance Director, it was determined that the funds should be appropriated from the CAO budget.

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 11, 2019

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT** Authority to Hire at Step E - Social Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

The Social Services Department is seeking to fill a vacant lead worker position in the Eligibility Division, an Eligibility Specialist III. The department is requesting authorization to offer Yvonne Freeman employment at Step E of the salary range (Range 63) for this position, based on her extensive experience in the fields of public assistance eligibility and employment services.

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### RECOMMENDED ACTION:

Grant the Director of Social Services the authority to fill an Eligibility Specialist III (Range 63) at Step E.

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### FISCAL IMPACT:

The cost for this position is primarily paid for with state and federal Social Services funds. The fiscal year 2019-20 fiscal impact will be approximately \$117,941 consisting of \$59,322 in salary and up to \$58,619 in benefits.

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**CONTACT NAME:** Kathryn Peterson

**PHONE/EMAIL:** 760/924-1763 / kpeterson@mono.ca.gov

---

### SEND COPIES TO:

Kathy Peterson

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[staff report](#)

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#### History

**Time**

6/6/2019 2:37 PM

**Who**

County Administrative Office

**Approval**

Yes

6/4/2019 11:48 AM

County Counsel

Yes

6/4/2019 2:56 PM

Finance

Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



To: Mono County Board of Supervisors  
From: Kathy Peterson, Social Services Director *KP*  
Date: May 29, 2019  
Re: Authority to hire at Step E

**Recommended Action:**

Grant the Director of Social Services the authority to fill an Eligibility Specialist III (Range 63) at Step E.

**Fiscal Impact:**

The cost for this position is primarily paid for with state and federal Social Services funds. The fiscal year 2019-20 fiscal impact will be approximately \$117,941 consisting of \$59,322 in salary and up to \$58,619 in benefits.

**Discussion:**

The Social Services Department is seeking to fill a vacant lead worker position in the Eligibility Division, an Eligibility Specialist III position. A recruitment was conducted by the Department of Social Services and interviews were held on May 28, 2019. Candidate Yvonne Freeman was selected for employment.

Ms. Freeman has over nine years of combined experience working in county Eligibility Services. She currently works for Inyo County HHS as a Human Services Supervisor, a position she has held since 2017. In this role, Ms. Freeman oversees staff engaged in determining eligibility for public assistance and providing employment services geared to the attainment of self-sufficiency.

Prior to this, Ms. Freeman held the positions of Integrated Case Worker III (for over three years) and Integrated Case Worker II (approximately four years) with Inyo County Health and Human Services, Eligibility Division. Ms. Freeman has extensive knowledge of the programs for which our department determines eligibility, including Foster Care and Welfare to Work. We feel fortunate to have attracted this highly qualified candidate, with a diverse set of skills in the field of eligibility and employment services.

Ms. Freeman possesses exceptional qualifications for the position of Eligibility Specialist III Lead Worker. Typically, a new employee is placed at Step A of a given salary range. In accordance with the Mono County Personnel System (MCPE), Board of Supervisors approval is required when an employee is hired above Step A. Given Ms. Freeman's experience and qualifications, the department is requesting authorization to offer her employment at Step E of the salary range (Range 63) for this position.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Appointment of Members to CSA 5

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The County Service Area Number 5 (CSA 5) Advisory Board recommends the reappointment of Steve Noble and Lynda Pemberton to their existing seats, to expire November 30, 2022, as well as the appointment of Rebecca Clayton to the seat recently vacated by Benny Romero.

**RECOMMENDED ACTION:**

1. Reappoint Steve Noble and Lynda Pemberton to two positions within the CSA #5 Advisory Board to expire November 30, 2022.
2. Appoint Rebecca Clayton to the CSA #5 Advisory Board, term to expire November 30, 2022.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** #5534 / hnunn@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Letter from CSA #5 Chair</a>
<a href="#">Clayton - letter and application</a>

**History**

Time

Who

Approval

6/6/2019 2:39 PM	County Administrative Office	Yes
6/4/2019 11:55 AM	County Counsel	Yes
6/4/2019 2:56 PM	Finance	Yes





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

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**BOARD OF SUPERVISORS  
COUNTY OF MONO**

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

To:           Honorable Board of Supervisors  
From:         Helen Nunn, Assistant Clerk of the Board  
Date:         June 11, 2019

**Subject:**  
Appointments to the CSA #5 Board.

**Recommendation:**  
Reappoint Steve Noble and Lynda Pemberton to two positions within the CSA #5 Advisory Board to expire November 30, 2022.  
Appoint Rebecca Clayton to the CSA #5 Advisory Board, term to expire November 30, 2022.

**Discussion:**  
The CSA #5 Advisory Board recommends the reappointment of Steve Noble and Lynda Pemberton to their existing terms. These terms lapsed on November 30, 2018. Additionally, the board recommends the appointment of Rebecca Clayton to fill the expired, vacant term of Benny Romero, who resigned in April, 2019. A flyer was placed in public view for no less than 10 days. Ms Clayton is the only member of the public who has expressed interest in this appointment, and the existing members have expressed their desire to continue to serve on the board.

**Fiscal Impact:**  
None.

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

Helen Nunn  
Mono County Clerk- Recorder office  
Bridgeport, CA 93517

May 07, 2019

RE: CSA #5 Member reappointment

Dear Helen,

At our May 07, 2019, CSA #5 board meeting, a motion was made by Joanne Werthwein and seconded by Helen Nunn that we recommend Lynda Pemberton and Steve Noble for an additional 4 year term to the CSA # 5 Board. The motion was passed 2/0, with Lynda and Steve abstaining.

Please request that these appointments be placed on the next available Board of Supervisor's agenda. Thank You.

Sincerely,  
Steve R. Noble  
CSA #5 Chairmen

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

Helen Nunn  
Mono County Clerk- Recorder office  
Bridgeport, CA 93517

June 05, 2019

RE: CSA #5 New Member appointment

Dear Helen,

At our June 04, 2019, CSA #5 board meeting, a motion was made by Lynda Pemberton and seconded by Joanne Werthwein that we recommend Rebecca Clayton for appointment to the CSA # 5 Board to fill the vacancy created by the resignation of Benny Romero. The motion was passed 3/0.

Please request that this appointment be placed on the next available Board of Supervisor's agenda. Thank You.

Sincerely,  
Steve R. Noble  
CSA #5 Chairmen

A handwritten signature in black ink, appearing to read "Steve R. Noble", with a long horizontal flourish extending to the right.

# MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

<b>DATE</b>	5/28/19
<b>NAME</b>	Rebecca Clayton
<b>POSITION APPLIED FOR:</b>	

<b>RESIDENCE ADDRESS</b>	85 Mt. Patterson Bridgeport, CA. 93517
<b>PHONE</b>	(310) 386-0068
<b>BUSINESS / MAILING ADDRESS</b>	PO Box 257 Bridgeport, CA. 93517
<b>PHONE</b>	
<b>OCCUPATION</b>	Teacher

How did you learn of the opening? Lynda Pember ton

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: I'm involved with the Bridgeport Chamber of Commerce. I own and run a business that puts events on for the community. I also helped create the Bridgeport Autumn Fest and Ridge Rambler Half.

Other information may be submitted by resume if desired.

Summary of background and skills: I have a degree in Business Administration and I also have a teaching credential.

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Professional experience: I have worked for ESUSD for 8 years

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Education: Business Admin degree and teaching credential

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Professional and/or community organizations: The Fox Den, Bridgeport Chamber of Commerce

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Personal interests and hobbies: Hiking, biking, knitting, running, back-packing

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Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked. No

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to:

Clerk of the Board  
County of Mono  
P. O. Box 715  
Bridgeport, CA 93517

Rebecca Clayton  
Signature

5/28/19  
Date



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 11, 2019

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** FY 18-19 Regional Surface  
Transportation Program Federal  
Exchange and State Match

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Consideration and approval of the FY 18/19 Regional Surface Transportation Program (RSTP) Federal Exchange and State Match. This is a recurring funding source for the County Road system, which is approved and authorized annually.

### RECOMMENDED ACTION:

Approve and authorize the Chair's signature on the FY 18/19 RSTP Federal Exchange and State Match Agreement for the allocation of Federal Surface Transportation Program Funds through the State's Regional Surface Transportation Program.

### FISCAL IMPACT:

The approved RSTP Match Exchange provides \$329,725 revenue into the Road Fund. This revenue is anticipated annually, and already budgeted.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Agreement 5497 (060)</a>

#### History

Time	Who	Approval
6/6/2019 2:15 PM	County Administrative Office	Yes

6/4/2019 11:52 AM

County Counsel

Yes

6/4/2019 2:44 PM

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:** June 11, 2019  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Subject:** FY18/19 RSTP Road Funding Agreement

**Recommended Action:**

Approve and authorize Chair's signature on the FY18/19 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's Regional Surface Transportation Program.

**Fiscal Impact:**

\$329,725 revenue to Public Works' Road Fund.

**Discussion:**

The annual funding through the Regional Surface Transportation Program (RSTP) apportionment is a major source of revenue for Mono County's road maintenance programs. Although the amount is based on a statewide formula that has not increased over the years, the RSTP funding and the annual gas tax apportionment continue to be one of the foundations of Public Works' Road Division. The exchange agreement allows the State to forward non-federal highway apportionments directly to the Road Fund and the County maintains total control over how those funds are expended.

The Federal Apportionment Exchange Program and State Match Agreement, a copy of which is enclosed with this report, will authorize the exchange of federal highway funds for state highway funds. The proposed exchange is made available to rural counties on an annual basis and provides the Road Fund with a more flexible, less complicated funding source.

If you have any questions regarding this item, please contact me at 760.932.5459 or by email at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov).

Respectfully submitted,

Tony Dublino  
Director of Public Works

Attachments: Agreement No. X19-5947(060)



FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM  
 CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 MONO  
 District County

Agreement No. X19-5947(060)  
 AMS Adv ID:0919000050

THIS AGREEMENT is made on \_\_\_\_\_, by the COUNTY of MONO , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$229,725.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2018/2019.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance			
<i>Jessamine Pelos</i>		Accounting Officer	Date <i>4/8/2019</i> \$ <i>329,725.00</i>



B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

## II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2018/2019.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

## III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$329,725.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

### D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

#### E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

#### F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

#### G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

#### H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department Of Transportation

COUNTY OF MONO

By: \_\_\_\_\_  
Office of Project Implementation  
Division of Local Assistance

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments: Community Development, Finance**

**TIME REQUIRED**

**SUBJECT** Extend Suspension of Housing  
Mitigation Ordinance

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed ordinance amending Chapter 15.40.170 extending the temporary suspension of housing mitigation requirements contained in Mono County Code chapter 15.40 until Dec. 31, 2019.

**RECOMMENDED ACTION:**

Adopt proposed ordinance ORD19-\_\_\_, amending Chapter 15.40.170 extending the temporary suspension of housing mitigation requirements contained in Mono County Code chapter 15.40 until Dec. 31, 2019.

**FISCAL IMPACT:**

None. The Housing Mitigation Ordinance has been suspended since 2011.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760-924-1814 / wsugimura@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Ordinance</a>

**History**

Time	Who	Approval
6/6/2019 2:42 PM	County Administrative Office	Yes
6/6/2019 1:56 PM	County Counsel	Yes

6/5/2019 1:42 PM

Finance

Yes

# Mono County Community Development Department

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

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

June 11, 2019

**TO:** Honorable Board of Supervisors

**FROM:** Wendy Sugimura, Director  
Megan Mahaffey, Accountant

**RE:** Housing Mitigation Ordinance Suspension Second Reading

## **RECOMMENDATION**

1. Adopt proposed ordinance extending the current suspension of the Mono County Housing Mitigation Ordinance until December 31, 2019.

## **FISCAL IMPACT**

No impact. The HMO has been suspended since 2011.

## **BACKGROUND**

The Housing Mitigation Ordinance (HMO) has been suspended since 2011, and the current suspension expires June 30, 2019. The Board of Supervisors reviewed an updated nexus fee study and commercial linkage study in June 2018 that provides the basis for updated mitigation measures as part of a new HMO, but ultimately decided to extend the suspension rather than consider a new HMO.

## **DISCUSSION**

The proposed ordinance suspending the HMO until December 31, 2019, was introduced to the Board at the June 4, 2019, meeting and approved. Approval of this second reading adopts the ordinance and enacts the 30-day clock for the ordinance to become effective.

## **ATTACHMENTS**

- ORD19-\_\_ Amending Chapter 15.40.170 of the Mono County Code, Extending the Temporary Suspension of all Housing Mitigation Requirements.





ORDINANCE NO. ORD19-\_\_\_

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS  
AMENDING CHAPTER 15.40.170 OF THE MONO COUNTY CODE, EXTENDING THE  
TEMPORARY SUSPENSION OF ALL HOUSING MITIGATION REQUIREMENTS**

**WHEREAS**, the County previously enacted a temporary suspension of certain housing mitigation requirements on development projects, as codified in Chapter 15.40 of the Mono County Code, which will expire on June 30, 2019, if not extended; and

**WHEREAS**, the Board wishes to continue that suspension for an additional six (6) months.

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

**SECTION ONE:** Section 15.40.170 of the Mono County Code is hereby amended to read as follows:

**“15.40.170 Temporary suspension of requirements.**

All housing mitigation requirements set forth in Chapter 15.40 shall be suspended in their entirety, and be of no force or effect, during the period from July 1, 2019 through December 31, 2019.”

**SECTION TWO:** This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of this ordinance’s adoption and final passage. If the Clerk fails to so publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote,  
to wit:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**TIME REQUIRED**

**SUBJECT** Letters Regarding Lower Wilson  
Creek

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Letters from Katie Maloney Bellomo informing the Board of the drying up, and subsequent rewatering, of lower Wilson Creek in the Mono Basin.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Scheereen Dedman

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
6/6/2019 2:43 PM	County Administrative Office	Yes
6/6/2019 3:44 PM	County Counsel	Yes
6/6/2019 8:56 AM	Finance	Yes

Dear members of the Board of Supervisors:

I am writing to bring to your attention that Edison has dried up lower Wilson Creek. This occurred over two weeks ago. (Due to family/personal emergency I have been unable to focus on this issue until now.)

The photos below were taken on 5/13/19. My husband, Joe Bellomo, and I were out for a walk and discovered the lower reaches of Wilson Creek between Cemetery Road and Mono Lake had been dried up. There were a few standing pools of water, and in one of them Joe found the dead fish depicted in the photos below. A very long stretch of Wilson Creek below Cemetery road has been completely dried up. Needless to say all of the wild brown trout have been killed. The riparian habitat will die from no water. There are still song birds returning to their customary habitat and finding no water. Needless to say, this impacts the delta at Mono Lake, which is one of the areas of highest concentration of waterfowl usage when LADWP does its annual bird counts.

This destruction has been caused by Edison moving large volumes of water in the "return ditch" in some sort of "experiment," with the goal of increasing flows in Mill Creek. This action is being done without regard to CEQA or NEPA. I am told it is endorsed by the "settlement parties" to the FERC relicensing proceeding.

Please let me know if you have any questions for Joe or me. We look forward to communicating with you about what steps the County might take to prevent this wholesale destruction of habitat and resources. As citizens we called Cal Tip, and were told a warden was investigating. But we have heard nothing further. This seems to us to be an issue of the magnitude that it requires County involvement.

Sincerely,

Katie Maloney Bellomo  
[hydroesq@schat.net](mailto:hydroesq@schat.net)









Dear members of the Board of Supervisors:

I am writing to provide you with an update regarding Wilson Creek flows. The stretch of the creek that Edison dried up for about two weeks (thus killing the fishery) currently has flow. A few days ago, Edison increased the flow into Wilson Creek. This follows complaints made by People for Mono Basin Preservation to USFS as well as calling CalTip. It is our understanding that USFS demanded SCE deliver its water right into Wilson Creek. We assume, but do not know, that Edison increasing flows into Wilson is also a result of concern about the fact that it killed the fishery in lower Wilson Creek.

Of course, the resumption of flows in Wilson Creek will not bring back the fishery, including all of the life in the creek that fish depend upon for food. The recovery of this fishery will take time. The resumption of flows does mean that for now the vegetation, mammals, birds, and other life that relies upon this habitat will not be killed due to lack of water. It also means that the Wilson delta where waterfowl congregate will have water, and the springs in the wetland that FERC hypothesized as being recharged by Wilson flows, will continue to receive water.

We are concerned that Wilson Creek's reprieve is temporary. Direction from the "settlement parties", including Fish and Wildlife, caused the drying up of Wilson Creek. We know this from a conversation we had with Steve Parameter, biologist for Fish and Wildlife, who told us that the flow regime that killed Wilson Creek was originally designed by him, and endorsed by the "settlement parties" (which includes DFW, Mono Lake Committee, and USFS.)

The "settlement parties" continue to orchestrate Edison's flow releases. We are told by DFW and others that this summer they are conducting an "experiment" which aims at changing entirely the way that water has been allocated between Wilson Creek and Mill Creek historically.

Please do not hesitate to contact me with any questions.

Sincerely,

Katie Maloney Bellomo

PHOTOS BELOW:

- WILSON CREEK AT PUMICE MINE ROAD ON 6/1/19 — THE LOCATION WHERE DEAD FISH WERE PHOTOGRAPHED ON 5/13/19
- WILSON CREEK PONDING AND WETLAND HABITAT BETWEEN PUMICE MINE ROAD AND MONO LAKE ON 6/1/19
- WETLAND ON WILSON CREEK (ONE BRAID OF THE CREEK SHOWN FLOWING THROUGH GRASS) BETWEEN PUMICE MINE ROAD AND MONO LAKE ON 6/1/19







PLEASE NOTE: Mill Creek, shown below at the Cemetery Road crossing on 6/1/19, continues to have high flows, but now Wilson also has flows. Both creeks currently are supporting habitat.





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments: Economic Development**

**TIME REQUIRED** 1 hour

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Lauren Schlau, Lauren Schlau  
Consulting

**SUBJECT** Research Report - Economic Impact  
of Tourism & Visitor Profile Study

**AGENDA DESCRIPTION:**

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

Presentation by Lauren Schlau Consulting regarding the final research report for the year-long Economic Impact of Tourism & Visitor Profile Study, conducted January to December, 2018.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Alicia Vennos

**PHONE/EMAIL:** 760-924-1743 / [avennos@mono.ca.gov](mailto:avennos@mono.ca.gov)

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
6/6/2019 1:38 PM	County Administrative Office	Yes
6/4/2019 11:56 AM	County Counsel	Yes
6/5/2019 4:13 PM	Finance	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**Departments: Economic Development**

**TIME REQUIRED** 20 minutes

**SUBJECT** Airport Service Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

John Urdi, Mammoth Lakes Tourism  
Executive Director

**AGENDA DESCRIPTION:**

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

Presentation by John Urdi, Executive Director of Mammoth Lakes Tourism, regarding an update on scheduled commercial Air Service.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Alicia Vennos

**PHONE/EMAIL:** x1743 / jurdi@visitmammoth.com

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
6/6/2019 3:11 PM	County Administrative Office	Yes
6/6/2019 3:42 PM	County Counsel	Yes
6/6/2019 3:16 PM	Finance	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**TIME REQUIRED** 1 hour

**SUBJECT** FY 2019-2020 Budget Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Dave Wilbrecht, Janet Dutcher

**AGENDA DESCRIPTION:**

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

CAO and Finance will update the board about the FY 2019-2020 budget development and process.

**RECOMMENDED ACTION:**

Receive information and provide direction to staff, if desired.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 760-932-5494 / jdutcher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff report - FY 2019-2020 budget update</a>
<input type="checkbox"/> <a href="#">Budget Update Presentation</a>
<input type="checkbox"/> <a href="#">Detailed Schedule - Balancing GF Budget to \$3 Million</a>

**History**

Time	Who	Approval
6/6/2019 2:41 PM	County Administrative Office	Yes
6/6/2019 1:57 PM	County Counsel	Yes
6/6/2019 2:56 PM	Finance	Yes





# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

---

*Stephanie M. Butters  
Assistant Finance Director  
Auditor-Controller*

*Janet Dutcher, CPA, CGFM  
Director of Finance*

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

**Date:** June 11, 2019

**To:** Honorable Board of Supervisors

**From:** Janet Dutcher, Finance Director  
Dave Wilbrecht, Interim CAO

**Subject:** FY 2019-2020 Budget Update

**Action Requested:** Receive information and provide direction to staff if desired.

**Discussion:**

This is a continuing agenda item for discussing budget updates with your Board and deliberating about important matters affecting the recommendation of next year's budget and its adoption.

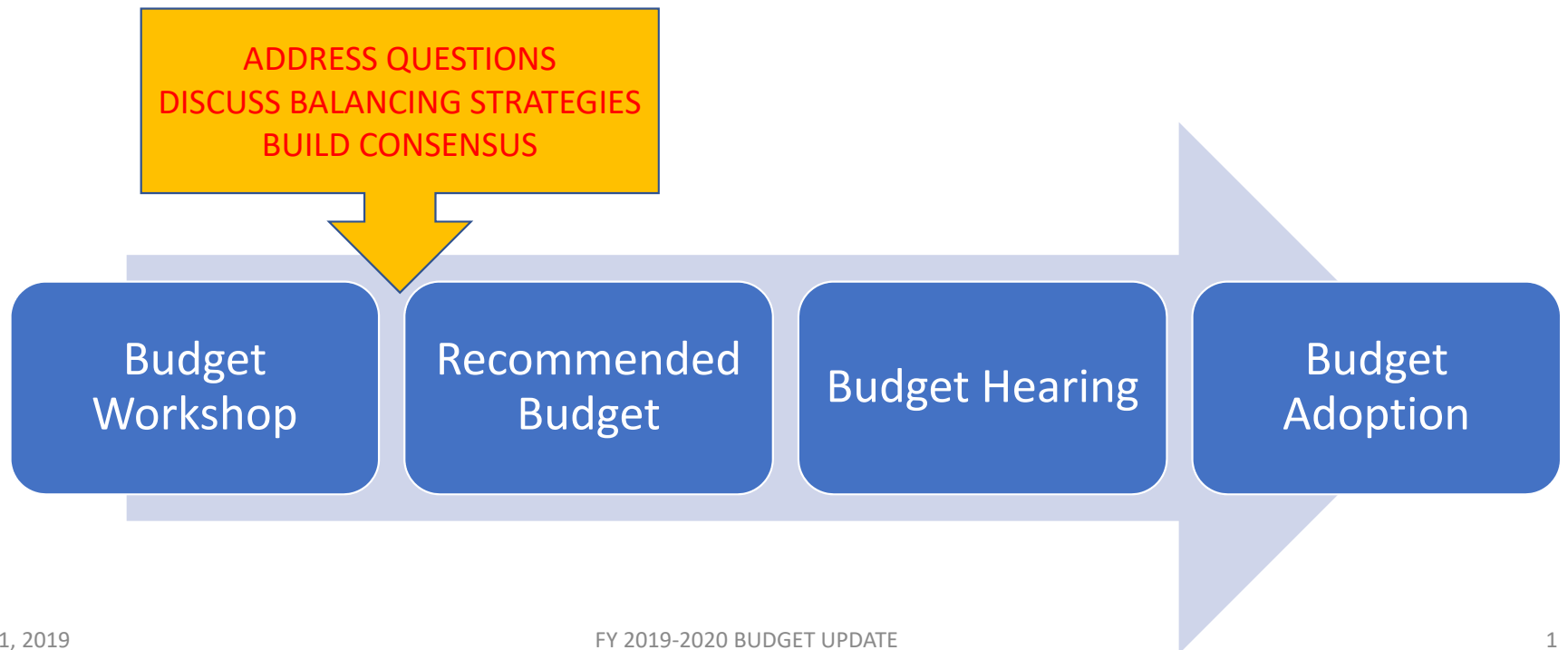
This budget update will include the following discussion:

- Continue discussing County budgetary needs and addressing Board questions.
- Continue discussing the various strategies for reducing appropriations and/or increasing revenues to achieve a General Fund budget deficit of \$3 million, from the requested departmental budget aggregating to a budget deficit of \$4,112,000.
- Continuing building consensus among your Board about the selection of these balancing strategies and obtain direction from your Board about the content of the recommended budget planned for release on July 5, 2019.



# Budget Update

June 11, 2019



# AMENDED BUDGET CALENDAR

	Original	#3
DAYS TO PUBLISH BUDGET	3 DAYS	22 DAYS
NO. OF BOARD MEETINGS	1	4
PUBLISH RECOMMENDED BUDGET	JUNE 7	JULY 5
PUBLIC HEARING	JUNE 18	JULY 16
BUDGET ADOPTION	JUNE 18	JULY 16

**BUDGET UPDATES WITH THE BOARD**

June 4 ✓  
 June 11  
 June 18  
 July 2

## *ROLLOVER BUDGET ON AGENDA – JUNE 11, 2019*

BOARD  
COMMITMENT –  
GF DEFICIT OF  
\$3 MILLION

- **YES**, if POSSIBLE
- \$4,112,036 request **EXCEEDS** resources
- Budgeting strategies, version #2 – continue discussing and identifying **CHOICES**
- Achieve **CONSENSUS**

# STRATEGIES

*Achieve GF Deficit of \$3 Million*

*Current requested is \$4,112,036*

## GF Revenue Increases

Current Secured Property Taxes	\$300,000
Transient Occupancy Taxes	100,000
Sales taxes	10,000
Prop 172 Public Safety	58,000
<b>TOTAL REVENUE INCREASES</b>	<b>\$468,000</b>

## OTHER BUDGET SAVINGS / COSTS

Adjust Pension UAL to actual	\$216,275
Overbudgeted retirement payout	31,400
Ag Commissioner	30,000
Farm Advisor	(2,540)
ESCOG	(10,000)
Civic Center – Cover cost of move	(100,000)
<b>TOTAL BUDGET IMPACT</b>	<b>\$165,135</b>

GF VACANT POSITIONS	STRATEGY	COST OF VACANCIES	POSSIBLE SAVINGS
ANIMAL CONTROL ATTENDENT (pt)		\$16,571	\$--
CADASTRAL MAPPER	Recruitment underway	107,068	--
ASSISTANT CAO (9 months)		154,094	--
COMMUNICATIONS DIR (9 months)	Replace with housing position	114,664	--
ELECTIONS ASSISTANT (pt)		12,433	--
PARAMEDIC II (frozen 6 months)		55,614	--
DEPUTY SHERIFF II	Recruitment underway Will fill 9/1	170,982	28,497
DEPUTY SHERIFF II	Use to underfill promotion request	131,231	131,231
JAIL SERGEANT	3 months savings	133,772	33,443
PUBLIC SAFETY OFFICER I	Filled	85,991	--
UNDERSHERIFF	1 months savings + DSA II vacancy for 5 months	255,775	75,995
<b>TOTALS</b>		<b>\$1,238,195</b>	<b>\$269,166</b>

<b>GF DISCRETIONARY REQUESTS</b>	<b>STRATEGY</b>	<b>REQUESTED</b>	<b>POSSIBLE SAVINGS</b>
EMS EXPANSION	Exclude capital items, use source revenues for capital	\$252,000	\$--
PROMOTE 2 PSOs TO 2 DSA I + Academy	6 months, starting Jan.	344,614	172,307
UNFREEZE 2 PSO POSITIONS	fill vacancies first	176,166	176,166
TBID/BID CONSULTING	Explore viability first	60,000	40,000
PT ADMIN REFUNDS		20,000	--
TRI-VALLEY OVGWMA SUBSIDIES		46,000	--
FIRST FIVE – HOME VISITING		150,000	25,000
AFFORDABLE HOUSING		200,000	--
TOURISM		10,000	--
COMMUNITY GRANTS		64,000	15,000
AIR SUBSIDY		100,000	100,000
FISH ENHANCEMENT		128,737	25,000
<b>TOTALS</b>		<b>\$1,551,517</b>	<b>\$553,473</b>



STRATEGY RESULTS	REQUESTED	ADJUSTMENTS	TARGET
REVENUES	\$36,675,000	\$468,000	\$37,143,000
FILLED POSITIONS	25,106,000	(248,000)	24,858,000
VACANCIES	1,238,000	(269,000)	969,000
SERVICES & SUPPLIES	10,906,000	(17,000)	10,889,000
DEBT SERVICE	48,000	--	48,000
TRANSFERS OUT	1,937,000	100,000	2,037,000
DISCRETIONARY REQUESTS	1,552,000	(553,000)	999,000
TRANSFER TO RESERVES	--	343,000	343,000
BUDGET SAVINGS (unallocated)	--	--	--
	<b>\$(4,112,000)</b>	<b>\$1,112,000</b>	<b>\$(3,000,000)</b>

# What is included ....

- Maximum precision
  - Revenues
  - Salaries and benefits
- Six month plan for filling existing funded positions for Sheriff
- Funds housing position with \$114,664
- Continues EMS Tri-Valley pilot program
- Promotes 2 PSO Employees to Deputy Sheriff
- \$20,000 for TBID exploration
- First Five – home visiting with \$125,000
- Add another \$200,000 to affordable housing reserve
- Add \$343,000 to economic stabilization reserve
- Earmarks \$100,000 for Civic Center move
- Fund at same level as FY 2019
  - Community grants
  - Fish enhancement

# WORKSHOP QUESTIONS AND COUNTY NEEDS

- **Budget communications director in CAO Office?**
  - *How many months?*
- **Fund housing position now or wait?**
  - *Partial months?*
- **Contribute money to affordable housing reserve?**
  - *Current balance c/o to FY 2019-20 is \$200,000*
- **Budget vacant Animal Control Officer I/II costing about \$70,000 for a full year?**
  - *Budget partial year?*
  - *Collect, bill animal license fees*

- **Move excess Ag Commissioner revenues to trust?**
  - *FY 2019 revenues = \$68,000*
  - *FY 2020 revenues = \$94,000*
  - *Difference = \$26,000*
- **Digitizing BOS records? Now or at mid-year?**
  - *Assessor budget - \$42,000 digitize 20,000 records*
- **CCP Allocation**
  - *Requested Budget – excludes \$150,000 position funding*
  - *CCP Executive Committee – recommend FY 2019-20 Budget?*
    - *Meeting scheduled June 26, 2019*
    - *Board workshop*

- **EMS expansion into the Tri-Valley area**
  - *FY 2019-20 Request \$302,500*
  - *FY 2019-20 without capital expenditures \$252,000*
  - *FY 2018-19 balance at 5-31-2019 = \$65,112*
  - *Board update on activities – Revenue generation, Service delivery*
  - *5 Year plan?*
- **EMS Fees**
  - Cost/Benefit – contracting with insurance companies
  - Increased fee for NR incidents
  - Resident subscription fee program

- ***Critical Fee Updates***

- *Animal Control*
- *Public Health, Environmental Health*

- **Information Technology Questions**

- Move to New Building – budget additional equipment?
  - Increase appropriations?
  - Loan from Tech Refresh?
- EMPG grant – up to \$127,000 of radio equipment
  - Budget match? Salaries and benefits, equipment maintenance
- Hire FTS so IT staff can do IT work?

- **Social Services Questions?**

- Meals on Wheels workshop (Social Services)
- Senior Center – what are the needs? Impose Cap?
- Public Guardianship – increased workload

- **Behavioral Health Questions?**

- Staffing restructure – Adequate staffing to respond to MH needs?
- Need for additional administrative position



- **What to do with Conway property?**
  - Annual maintenance = \$10,000
  - Capital needs = \$18,000
  - Grazing plan?
  - Dispose of property?
- **Full costing of Facilities work for CSAs?**
- **Solid Waste – Succession planning?**
  - *Vacancies*
  - *Closing landfill(s)*
- **Campgrounds**
  - *Fees*
  - *Carryover balance of \$76,000*

- **Motor pool**

- Sheriff vehicles – reimbursement from court realignment?
- Status of ambulance replacements
- CARB workshop

- **Capital Improvement Planning, Projects**

- CIP fund has carryover of \$360,000, identify by project
- Benton ballfield
- Water tanks
- Walker senior center parking lot
- Bridgeport museum
- June Lake CC – windows \$7,500
- Budget summer projects
- Address capacity to deliver projects

- **Civic Center Project**

- Unanticipated costs
  - Fees and permits
  - Construction manager
- Logistics and cost of move, furniture

- **Jail Construction Project**

- Restart project – achieve project establishment
- Local match balance = \$1,188,000 (General Fund)
- CCP Contribution?

- **Sheriff Questions**

- Pay increase for court screeners
- Address 4 frozen positions (2 DSA, 2 PSO)
- Parking tickets?
- Involvement in jail construction project

- **Agenda item – suicide response program**

- Sheriff, BHS, EMS

- **Economic Development / Tourism Questions**
  - Businesses paying a living wage?
  - Visitor study?
  - Business Improvement District consultant - \$60,000
  - Fish or Air subsidy?
    - Fishery Commission - \$25,000 discretionary request
    - Air subsidy request of \$100,000
  - Community grants program – contribute set amount or specify allocation by types of community groups?
  - Tourism marketing – TOT 1%
    - Tourism commission budget recommendations
    - Carryover of \$75,000 for emergencies
    - BOS policy on use of carryover balances

<b>GF FY 2019-2020 RECOMMENDED BUDGET, version #2</b>		<b>Requested</b>	<b>Adjustments</b>	<b>Recommended</b>
	REVENUES	36,675,317		36,675,317
	current secured property taxes		300,000	300,000
	TOT		100,000	100,000
	sales taxes		10,000	10,000
	prop 172 public safety		58,000	58,000
	<b>TOTAL REVENUES</b>	<b>36,675,317</b>	<b>468,000</b>	<b>37,143,317</b>
	<b>Filled positions</b>			
21100	salary and wages	14,073,664		14,073,664
21120	overtime	1,140,915		1,140,915
21130	auto allowance	37,920		37,920
21410	holiday pay	296,592		296,592
22100	employee benefits	1,813,824		1,813,824
22110	health care	3,269,203		3,269,203
22120	PERS	4,998,208		4,998,208
	UAL adjustment		(216,275)	(216,275)
	exclude retirement payout paid in 2019		(31,400)	(31,400)
	<b>TOTAL FILLED POSITIONS</b>	<b>25,630,326</b>	<b>(247,675)</b>	<b>25,382,651</b>
	<b>Vacant positions</b>			
21100	salary and wages	696,302		696,302
21120	overtime	-		-
21130	auto allowance	-		-
21410	holiday pay	20,819		20,819
22100	employee benefits	89,043		89,043
22110	health care	207,827		207,827
22120	PERS	221,161		221,161
	Swap communications director for housing position (9 months)		-	-
	Deputy Sheriff II (2 months savings, recruitment underway)		(28,497)	(28,497)
	Deputy Sheriff II - OFFSET PROMOTION REQUEST		(131,231)	(131,231)
	Jail Sergeant (3 months savings)		(33,443)	(33,443)
	PSO I (FILLED)		-	-
	Undersheriff ( 1 months savings)		(21,315)	(21,315)
	DSA II - lateral, vacancy created with undersheriff promotions, take 5 months savings		(54,680)	(54,680)
	<b>TOTAL VACANT POSITIONS</b>	<b>1,235,152</b>	<b>(269,165)</b>	<b>965,987</b>
	<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>26,865,478</b>	<b>(516,840)</b>	<b>26,348,638</b>
	<b>SERVICES &amp; SUPPLIES</b>	<b>10,384,899</b>	<b>(17,460)</b>	<b>10,367,439</b>

<b>GF FY 2019-2020 RECOMMENDED BUDGET, version #2</b>	<b>Requested</b>	<b>Adjustments</b>	<b>Recommended</b>
DEBT SERVICE	47,938		47,938
TRANSFERS OUT	1,937,520	100,000	2,037,520
DISCRETIONARY REQUESTS			
EMS expansion in the Tri-Valley (actual request is \$302,500)	252,000		252,000
Sheriff - 2 DSA 1 positions (fund both positions, 6 months, start academy in January 2020)	344,614	(172,307)	172,307
Jail 2 PSO I positions	176,166	(176,166)	-
TBID consulting	60,000	(40,000)	20,000
PT admin refunds	20,000		20,000
Tri-Valley share - OVGWMA	23,000		23,000
Wheeler Crest share - OVGWMA	23,000		23,000
First Five - home visiting program	150,000	(25,000)	125,000
Affordable housing (RESERVE)	200,000	-	200,000
Tourism - film commission marketing support	5,000		5,000
Tourism - CA State Fair exhibit	5,000		5,000
Local Program funding	30,000	(10,000)	20,000
Air Service subsidy	100,000	(100,000)	-
Historical Societies	6,000		6,000
Interagency Visitor Center - contribution	5,000		5,000
Community Arts Grant	15,000	(5,000)	10,000
Youth Sports	8,000		8,000
Fish Enhancement	128,737	(25,000)	103,737
<b>TOTAL DISCRETIONARY</b>	<b>1,551,517</b>	<b>(553,473)</b>	<b>998,044</b>
TRANSFERS TO RESERVES			
Economic stabilization	-	343,738	343,738
<b>TOTAL TRANSFERS TO RESERVES</b>	<b>-</b>	<b>343,738</b>	<b>343,738</b>
<b>TOTAL EXPENDITURES</b>	<b>40,787,352</b>	<b>(644,035)</b>	<b>40,143,317</b>
<b>GF SURPLUS (DEFICIT)</b>	<b>(4,112,035)</b>	<b>1,112,035</b>	<b>(3,000,000)</b>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**Time**

**Who**

**Approval**





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 11, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

PHONE/EMAIL: /

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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No Attachments Available

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History

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 11, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Exposure to  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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No Attachments Available

**History**

Time	Who	Approval
6/6/2019 2:16 PM	County Administrative Office	Yes
6/4/2019 11:48 AM	County Counsel	Yes
6/3/2019 9:27 AM	Finance	Yes



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OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 11, 2019

**Departments: Public Works**

**TIME REQUIRED** 15 minutes

**SUBJECT** Civic Center Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Tony Dublino, Director of Public  
Works

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### AGENDA DESCRIPTION:

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

Presentation by Tony Dublino regarding the Civic Center project on Thompsons Way.

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### RECOMMENDED ACTION:

None, informational only.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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### History

Time	Who	Approval
6/6/2019 2:36 PM	County Administrative Office	Yes
6/6/2019 3:41 PM	County Counsel	Yes
6/6/2019 3:14 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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**Date:** June 11, 2019  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Subject:** Mono County Civic Center – Monthly Update

The following information is intended to inform the Board and the public about the current status of the Civic Center project.

## **Current Status**

### *Permit Submittals and Issuance*

Package 3 of 3 is expected to be submitted by Friday, June 7. This package will include all of the interior components of the building, as well as details on the site plan. Following receipt of this package, a final round of internal reviews will be conducted and forwarded to the design team for inclusion in the final submittal.

### *Construction*

As of the time of this writing, the concrete slab is being poured at the site. Through the last two weeks of June, the concrete wall panels will be formed and poured, with the tilt-up of the wall panels expected in mid-July. The month of August will involve the placement of the steel roof and second floor structures.

## **Interagency Coordination**

As additional phases of plans are submitted, the County project team continues to reach out to Town of Mammoth Lakes (Town) staff, Mammoth Lakes Fire Department (MLFD) and Mammoth Community Water District (MCWD) for additional reviews, comments, and approvals.

The County continues to coordinate with MCWD and the Town on matters relating to the underground utility infrastructure and easements located in the future alignment of Tavern Road and Thompson Way. As a part of that effort, the County expects to enter into a Development Agreement with MCWD to establish details on the infrastructure design, and to establish financial assurances to ensure the improvements are made to MCWD specifications.

## **Design**

The Package 3 submittal represents the final opportunity to refine and adjust the design prior to approval. The review that will occur over the next 2 weeks will involve building details that are likely to be of the greatest interest to staff and customers, as they will affect the building's

overall functionality. Details such as locations of walls and doors, electrical wiring and cabling, and security and access control features will all be a part of this package.

### **Parking and Town Guidelines**

The County is currently working on developing parking that will meet the Town standards and is engaging with the Town and with Southern Mono Healthcare District (SMHD) on site details that would enable the project to have fully compliant parking.

### **Budget and Estimate**

Budget continues to be a major focus of this project. There have been no significant changes in the project budget since the last update - the estimate is holding at \$21.5 million. The contingency within that estimate remains at approximately \$650,000, so without the contingency the project estimate is \$20.85m.

### *Value Engineering*

County staff met on May 30, 2019 with the design-build team (Roebbelen Construction) to review value engineering opportunities to preserve the project budget.

The discussion did not produce any changes to the project estimate. There are a few items awaiting additional information from bidders, and a few additional items identified as potential changes, but nothing was accepted or rejected.

One aspect of this process is becoming clear: the majority of the significant items have already been identified. It is becoming less and less likely, as the project is literally being built, that the team will succeed in identifying other major cost savings on the project. From this point forward, it will likely be achieved through a greater number of small opportunities.

### **Schedule**

The project is currently two weeks behind the mainline schedule. Weather over the last couple of weeks caused the cancellation of several planned concrete workdays, and those cancellations have pushed other work back. At this time, there remains confidence that good weather will allow the crews to catch back up to the mainline schedule.

The scheduled date for substantial completion of the project remains February 2020.

If you have any questions regarding this item, please contact Tony Dublino at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov) (760) 932-5459.

Respectfully submitted,



Tony Dublino / Director of Public Works