



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

**Special Meeting
February 18, 2020**

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.

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), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <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>.

11:00 AM Call meeting to Order

Pledge of Allegiance

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. AGENDA ITEMS

A. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 452 Old Mammoth Road, Mammoth Lakes. Agency

negotiators: Dave Wilbrecht and Shields Richardson. Negotiating parties: Mono County and 452 OM RD., Investors, LLC. Under negotiation: Price and terms of lease.

B. Fourth Amendment to Sierra Center Mall Lease

Departments: CAO

5 minutes

(Dave Wilbrecht) - Proposed amendment to lease with 452 OM RD Investors, LLC, to extend the term of the County's lease at the Sierra Center Mall through May 31, 2020.

Recommended Action: Approve County entry into proposed lease amendment and authorize the Chair to execute said amendment on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The lease amount is \$15,000 per month in addition to current rent and current common area maintenance (CAM) charge. There is enough budget in the Civic Center Project for FY 2019-20 to cover the additional rent. Some portion of the increase may be chargeable against federal and state programs operated by Social Services and Behavioral Health. Both Departments have enough budget to cover any share of the increase.

C. Civic Center Update

20 minutes

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

Recommended Action: None; Informational only.

Fiscal Impact: None.

ADJOURN



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

SPECIAL MEETING AGENDA REQUEST

Print

MEETING DATE	February 18, 2020	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Real Property Negotiations		

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 452 Old Mammoth Road, Mammoth Lakes. Agency negotiators: Dave Wilbrecht and Shields Richardson. Negotiating parties: Mono County and 452 OM RD., Investors, LLC. Under negotiation: Price and terms of lease.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
2/14/2020 12:48 PM	County Administrative Office	Yes

2/14/2020 4:39 PM

County Counsel

Yes

2/14/2020 9:59 AM

Finance

Yes



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OF THE BOARD OF SUPERVISORS**

SPECIAL MEETING AGENDA REQUEST

Print

MEETING DATE	February 18, 2020	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Dave Wilbrecht
SUBJECT	Fourth Amendment to Sierra Center Mall Lease		

AGENDA DESCRIPTION:

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

Proposed amendment to lease with 452 OM RD Investors, LLC, to extend the term of the County's lease at the Sierra Center Mall through May 31, 2020.

RECOMMENDED ACTION:

Approve County entry into proposed lease amendment and authorize the Chair to execute said amendment on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The lease amount is \$15,000 per month in addition to current rent and current common area maintenance (CAM) charge. There is enough budget in the Civic Center Project for FY 2019-20 to cover the additional rent. Some portion of the increase may be chargeable against federal and state programs operated by Social Services and Behavioral Health. Both Departments have enough budget to cover any share of the increase.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

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PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report

History

Time	Who	Approval
2/14/2020 12:50 PM	County Administrative Office	Yes
2/14/2020 4:43 PM	County Counsel	Yes
2/16/2020 5:07 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Anne M. Larsen
Christian E. Milovich

Deputy County Counsel
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: Mono County Board of Supervisors
FROM: Jason Canger, Deputy County Counsel
DATE: February 17, 2020
RE: STAFF REPORT – Fourth Amendment to Sierra Center Mall Lease

Description

Fourth Amendment to Sierra Center Mall Lease – proposed amendment to lease with 452 OM RD Investors, LLC, to extend the term of the County's lease at the Sierra Center Mall through May 31, 2020.

Recommended Action

Approve County entry into proposed lease amendment and authorize the Chair to execute said amendment on behalf of the County. Provide any desired direction to staff.

Fiscal Impact

The lease amount is \$15,000 per month in addition to current rent and current common area maintenance (CAM) charge. There is enough budget in the Civic Center Project for FY 2019-20 to cover the additional rent. Some portion of the increase may be chargeable against federal and state programs operated by Social Services and Behavioral Health. Both Departments have enough budget to cover any share of the increase.

Discussion

The attached draft lease agreement represents the current understanding of the County and 452 OM RD Investors to extend the term of the County's lease of its office spaces at the Sierra Center Mall. The attached draft lease agreement would extend the County's term at the Sierra Center Mall through Sunday, May 31, 2020, in exchange for a \$15,000.00 increase rent payment for April and May 2020. In addition, as currently drafted, the draft lease agreement would excuse the County from its existing obligation to make certain maintenance and repairs prior to vacating the Sierra Center Mall in recognition of the fact that the landlord plans to demolish the second and third floors of the Mall, which includes all of the space subject to the County's lease. The draft lease agreement would also prohibit the landlord for charging the County any common area maintenance fees related to that demolition during the extended term.

Mono County Board of Supervisors

RE: STAFF REPORT – Fourth Amendment to Sierra Center Mall Lease

February 17, 2020

Page 2 of 2

As of the printing of this agenda, the attached draft lease amendment is the current written agreement. However, it remains in draft form because the landlord's attorney is out of town and has not had a chance to review the current version of the draft lease amendment. Nonetheless, the attached draft lease amendment contains the current understanding of the County and landlord, including landlord's agreement to extend the County's lease two months in exchange for an increase of \$15,000.00 rent (excluding CAMs and other operating expenses). Prior to the start of the special meeting at which this item will be heard, staff may receive an updated version of the lease amendment/extension, signed by the landlord's representative. In that case, staff will walk on and be prepared to discuss any updated version of the lease agreement.

FOURTH AMENDMENT TO OFFICE LEASE

THIS FOURTH AMENDMENT TO OFFICE LEASE (this "Fourth Amendment"), is made effective as of _____ ("Effective Date"), by and between 452 OM RD INVESTORS, LLC, a Delaware limited liability company ("Landlord"), and the COUNTY OF MONO, a political subdivision of the State of California ("Tenant", with regard to the following recitals:

RECITALS

A. Landlord's predecessor-in-interest Doheny V, LLC, and Tenant entered in to that certain written Office Lease dated August 1, 2006 (the "Lease"), and a First Amendment to Lease dated June 26, 2007, and Landlord's predecessor-in-interest 452 OM RD, LLC and Highmark Mammoth Investments, LLC, as tenants in common, and Tenant entered in to a Second Amendment to Lease dated April 2015, and a Third Amendment to Lease dated _____, 2019, pursuant to which Tenant leased space within a commercial shopping center commonly known as The Sierra Center Mall, located at 452 Old Mammoth Road, Mammoth Lakes, Mono County, California (the "Leased Premises"). The Lease, the First Amendment, the Second Amendment and the Third Amendment are collectively referred to herein as the "Lease."

B. Landlord and Tenant now desire to amend the Lease for the purpose of extending the Lease Term through and including May 31, 2020.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which Landlord and Tenant hereby acknowledge, Landlord and Tenant mutually agree as follows:

AGREEMENT

1. Despite anything contained in the Lease to the contrary, including but not limited to paragraph 2.2 of the Lease, the Lease Term shall expire on May 31, 2020.

2. Despite anything contained in the Lease to the contrary, including but not limited to paragraph 3 of the Lease, the Rent payable to Landlord by Tenant for the period commencing April 1, 2020, shall be Fifteen Thousand and NO/100 Dollars (\$15,000.00) greater per month than the amount of Rent (exclusive of any Common Area Maintenance fee or any other operating expense) that Tenant paid (or otherwise owes) to Landlord under the Lease for the period beginning March 1, 2020.

3. Despite anything contained in the Lease to the contrary, including but not limited to paragraphs 3.4, 3.4.2, and 3.4.3 of the Lease, Tenant shall not be required to pay a proportional share of any Common Area or Operating Expenses attributable to Landlord's demolition, renovation, repurposing or reconstruction of the Leased Premises in preparation for use(s) which will occur subsequent to the expiration date of the Lease.

4. Despite anything contained in the Lease to the contrary, including but not limited to paragraph 22.3, which addresses the condition of the premises upon surrender by Tenant, Landlord agrees that, in light of Landlord's plans to demolish and reconstruct the second and third floors of the Sierra Center Mall, which includes the Leased Premises, following vacation by Tenant, Tenant need not repair holes or openings made by Tenant in the walls, roof, or floor of the building, remove any protuberance, or perform any repairs, cleaning or maintenance of the Leased Premises prior to

surrender. Additionally, any surplus furniture left within the Leased Premises following vacation by Tenant may be demolished or disposed of by Landlord without further notice to Tenant.

5. Except as provided in this Fourth Amendment, the Lease shall remain in full force and effect.

6. Miscellaneous.

6.1. Representations of the Parties. Each party represents to the other that (a) it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease or any interest in the Lease, and (b) it has all necessary authority and power to enter in to this Fourth Amendment.

6.2. Voluntary Agreement. The parties have read this Fourth Amendment and on advice of counsel they have freely and voluntarily entered in to this Fourth Amendment.

6.3. Successors. This Fourth Amendment shall be binding on and inure to the benefit of the parties and their successors.

6.4. Entire Agreement. This Fourth Amendment contains the entire agreement of the parties with respect to the matters which are the subject of this Fourth Amendment and supersedes all prior and contemporaneous written or oral agreements, statements, understandings, terms, conditions, representations and warranties made by Landlord or Tenant concerning the matters which are the subject of this Fourth Amendment. To the extent of any inconsistency between the terms of this Fourth Amendment and the terms of the Lease, the terms of this Fourth Amendment shall control.

6.5. Counterparts; PDF Signatures. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures exchanged by email in PDF format shall be deemed original for purposes of giving effect to and enforcing the terms of this Fourth Amendment.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the Effective Date.

LANDLORD: 452 OM RD INVESTORS, LLC,
a Delaware limited liability company

By: 452 OM RD MANAGEMENT, LLC
a Delaware limited liability company
Its: Manager

By: _____
Drew Cameron Hild
Its: Manager

TENANT: THE COUNTY OF MONO

By: _____
Stacy Corless, Chair
Mono County Board of Supervisors

APPROVED AS TO FORM:

Mono County Counsel

DRAFT



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

SPECIAL MEETING AGENDA REQUEST

Print

MEETING DATE February 18, 2020

DEPARTMENT

ADDITIONAL DEPARTMENTS

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD

Tony Dublino, Director of Public Works; Nate Greenberg, IT Director

SUBJECT Civic Center Update

AGENDA DESCRIPTION:

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

Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

RECOMMENDED ACTION:

None; Informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report

History

Time

Who

Approval



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: February 18, 2020
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Director of Public Works
Subject: Mono County Civic Center – Weekly Update

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

Current Status

Construction—Exterior

The building's upper roof is complete. Final trim and roofing on the lower canopies is scheduled for early April.

The final window frames and glazing in the lobby are being placed. One window panel will remain unfinished to provide access for the elevator delivery.

Construction—Interior

Most of the first floor is painted at this time. This week, crews will be placing acoustic tiles and HVAC registers in the ceilings. Installation of doors, flooring, and finish will follow.

The second floor currently has all mechanical systems roughed in with drywall and insulation complete. Crews are now finishing drywall, and painting across the floor.

Both staircases are installed, with finishing welding on the railings being performed. The treads for the lobby staircase will be installed once construction activities have slowed. The east staircase is fully functional.

The electrical room is near complete, with inspections having occurred on the various panels and main switch gear on Friday of last week. Arrangements for permanent power are now being scheduled by SCE.

Construction—Site

The HVAC units are now in place in the mechanical yard, with hookups being performed and tested in the coming weeks. HVAC system will be complete and ready for commissioning March 6th.

The generator is now in place, with hookups to the building underway. The permanent propane connection is still weeks away, so temporary fuel options are being explored to facilitate testing of the unit and connections.

Interagency Coordination

An Agreement regarding funding and maintenance of some of the site improvements is being discussed between CAO Barwick and Town Manager Holler at this time.

Design

The only remaining design work is for the roof snow rails, and the landscaping plan. Both are in process and staff expects to see drafts soon.

Budget and Estimate

The County expects to receive change orders relating to some last-minute changes and adjustments to the building's interior. These changes are expected to increase the project budget in the range of \$25,000.

Schedule

The project is on track with the recently revised schedule. County staff expects to prepare the building for occupancy (moving in furnishings and equipment) during the month of May, with full occupancy and services beginning on Monday, June 1.

Transition Team and Contingency Plans

The transition team remains primarily focused on the surrender of the Sierra Center Mall premises prior to the expiration of our lease. Though several unknown variables are making the exact timing of the move difficult still, the expectation is to have all services currently housed in Sierra Center Mall relocated to the Civic Center by June 1, 2020.

In support of this, Dave Wilbrecht and Nate Greenberg continue to coordinate with Reno Business Interiors around individual department space design, associated furniture needs, and the overall coordination and scheduling of the move.

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

Respectfully submitted,



Tony Dublino / Director of Public Works