



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

Regular Meeting April 19, 2016

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board.

(Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 2/29/2016.

Recommended Action: Approve the Treasury Transaction Report for the month ending 2/29/2016.

B. CSA #5, Purchase of Memorial Hall Upstairs Seating

Departments: CAO, Clerk of the Board

Purchase of 100 chairs for Bridgeport Memorial Hall utilizing CSA #5 funds.

Recommended Action: Approve purchase of new chairs for \$8,073.25.

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

C. Letter of Appreciation

Departments: Elections, Board of Supervisors

Letter of appreciation to the Mammoth Unified School District for its agreement to allow the Mammoth High School Library to be used as a combined polling location for the June 7 Primary Election.

Recommended Action: Approve letter of appreciation.

Fiscal Impact: None

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

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

9. REGULAR AGENDA - MORNING

A. Caltrans Mountain Pass Opening Process

Departments: Board of Supervisors

30 minutes (20 minute presentation; 10 minute discussion)

(Brent Green, Caltrans District 9 Director) - Presentation by Brent Green, District 9 Director, regarding Caltrans mountain pass highway opening process.

Recommended Action: Receive presentation by Brent Green, District 9 Director, regarding Caltrans mountain pass highway opening process.

Fiscal Impact: No impact

B. Public Hearing Transient Rental Overlay District Moratorium

Departments: County Counsel and Community Development Department

PUBLIC HEARING - 10:00 A.M.

(Stacey Simon) - Public hearing - proposed ordinance extending, until March 2, 2017, existing suspension on the establishment of transient rental overlay districts (TRODs) in the unincorporated areas of Mono County.

Recommended Action: Conduct public hearing. Consider and potentially adopt proposed ordinance (a four-fifths vote is required). Provide any desired direction to staff.

Fiscal Impact: None

C. ESTA Board Member Vacancy

Departments: Clerk of the Board

10 minutes (5 minute presentation; 5 minute discussion)

(Board of Supervisors) - With the approval of the JPA Amendment, the Board can proceed with appointing a member of the public to serve on the ESTA governing board. An application has been submitted to consider the appointment of Kirk Stapp to the Eastern Sierra Transit Authority. This term will begin on April 19, 2016. The Board of Supervisors will discuss the term and set the expiration date for this appointment at the meeting. This item is being sponsored by Supervisor Alpers.

Recommended Action: Appoint Kirk Stapp to the ESTA Board with his term to

expire at a date to be determined by the Board.

Fiscal Impact: None.

D. Eligibility Programs Review

Departments: Social Services

60 minutes (40 minute presentation; 20 minute discussion)

(Kathy Peterson, Mono County Social Services) - Presentation by Department of Social Services (Kathy Peterson, Francie Avitia, Jack Anderson) regarding review of Eligibility Programs.

Recommended Action: None. Information only.

Fiscal Impact: None. Information only.

E. Request for Snow Removal Assistance - Yosemite National Park

Departments: Public Works - Road

15 minutes (5 minute presentation; 10 minute discussion)

(Jeff Walters) - Upon its opening each spring State Highway 120 through Yosemite National Park (YNP) provides a significant benefit to businesses and visitation in Mono County. In prior years, The Board of Supervisors has actively supported and assisted the National Park Service and Caltrans with snow removal and opening of Highway 120. The Park Service has requested assistance from Mono County again this year. In order to promptly respond the Board of Supervisors would need to authorize Public Works to provide snow removal assistance.

Recommended Action: Consider and potentially adopt Resolution No. R16-___, "A Resolution of the Mono County Board of Supervisors Authorizing the Public Works Director to Execute and Administer Cooperative Agreements and to Utilize Department of Public Works Personnel and Equipment to Assist with Snow Removal Activities Associated with the 2016 Opening of Highway 120 Within Yosemite National Park." Provide any desired direction to staff.

Fiscal Impact: Fiscal impact will depend upon the depth of snow, weather conditions, and road debris.

F. Stock Drive Realignment Project – 0.3 Acre Right-of-Way Acquisition

Departments: Public Works - Engineering Division

10 minutes (5 minute presentation; 5 minute discussion)

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

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

Field in Bridgeport. Waive all associated fees.

Fiscal Impact: The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The impact to the Airport Enterprise Fund is \$37,000 to acquire land and approximately \$7,000 in surveying, title, and escrow fees.

G. Irrigation of DWP Allotments

Departments: Board of Supervisors

10 minutes (5 minute presentation; 5 minute discussion)

(Chairman Stump) - Authorize letter concerning irrigation on DWP allotments within Mono County.

Recommended Action: Authorize Chair's signature on letter concerning irrigation on DWP allotments within Mono County, and provide any desired direction to staff.

Fiscal Impact: None to current budget but significant impact of over \$6 million of lost livestock production within Mono County.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - 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: 1.

C. Closed Session - Existing Litigation

Departments: County Counsel

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

D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Ray Tams v. County of Mono.

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

Departments: Finance

TIME REQUIRED

SUBJECT Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 2/29/2016.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 2/29/2016.

FISCAL IMPACT:

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 760-932-5483 / gfrank@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Treasury Transaction Report for the month ending 2/29/2016</p>

History

Time	Who	Approval
4/14/2016 6:13 AM	County Administrative Office	Yes
4/4/2016 6:52 AM	County Counsel	Yes

3/30/2016 3:24 PM

Finance

Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 1/31/2016, End Date: 2/29/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	2/11/2016	02006LYD9	245,000.00	ALLY BK MIDVALE UTAH 1.45 2/11/2019	100.00	245,000.00	0.00	1.45	245,000.00
Buy	2/17/2016	855736DA9	245,000.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021	100.00	245,000.00	0.00	1.60	245,000.00
Buy	2/17/2016	095067AD6	245,000.00	BLOOMSDALE BANK 0.6 12/19/2016	100.00	245,000.00	0.00	0.60	245,000.00
Buy	2/18/2016	795450YG4	245,000.00	SALLIE MAE BK SALT LAKE CITY UT 1.8 2/18/2021	100.00	245,000.00	0.00	1.80	245,000.00
Buy	2/19/2016	3130A7B79	1,000,000.00	FHLB 1.53 2/19/2020-16	100.00	1,000,000.00	0.00	1.53	1,000,000.00
Buy	2/23/2016	3135G0RL9	1,000,000.00	FNMA 1.55 10/29/2019-16	100.11	1,001,100.00	4,908.33	1.52	1,006,008.33
Buy	2/26/2016	3136G2YB7	1,000,000.00	FAMC 1.32 8/26/2019-16	100.00	1,000,000.00	0.00	1.32	1,000,000.00
Buy	2/26/2016	9497483M7	245,000.00	WELLS FARGO BK NA SIOUX FALLS 1 10/12/2017	99.98	244,938.75	93.97	1.02	245,032.72
Buy	2/26/2016	3136G2YM3	1,000,000.00	FNMA Step 2/26/2021-16	100.00	1,000,000.00	0.00	1.90	1,000,000.00
Subtotal			5,225,000.00			5,226,038.75	5,002.30		5,231,041.05
Deposit	2/24/2016	OAKVALLEY0670	1,017.35	Oak Valley Bank Cash	100.00	1,017.35	0.00	0.00	1,017.35
Deposit	2/29/2016	OAKVALLEY0670	1,074.35	Oak Valley Bank Cash	100.00	1,074.35	0.00	0.00	1,074.35
Deposit	2/29/2016	OAKVALLEY0670	14,843,648.56	Oak Valley Bank Cash	100.00	14,843,648.56	0.00	0.00	14,843,648.56
Subtotal			14,845,740.26			14,845,740.26	0.00		14,845,740.26
Total Buy Transactions			20,070,740.26			20,071,779.01	5,002.30		20,076,781.31
Sell Transactions									
Called	2/15/2016	3134G3V64	1,000,000.00	FHLMC 1.65 11/15/2019-13	0.00	1,000,000.00	4,125.00	0.00	1,004,125.00
Called	2/21/2016	3134G6XX6	2,000,000.00	FHLMC 1.5 2/21/2019-15	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Called	2/27/2016	3134G6ZP1	1,000,000.00	FHLMC 1.375 11/27/2018-15	0.00	1,000,000.00	3,437.50	0.00	1,003,437.50
Called	2/28/2016	3134G6ZK2	1,000,000.00	FHLMC 1.4 11/28/2018-15	0.00	1,000,000.00	3,500.00	0.00	1,003,500.00
Subtotal			5,000,000.00			5,000,000.00	11,062.50		5,011,062.50
Matured	2/25/2016	80280JDW8	245,000.00	SANTANDER BK NATL ASSN 0.5 2/25/2016	0.00	245,000.00	0.00	0.00	245,000.00
Matured	2/26/2016	29976DVL1	245,000.00	EVERBANK JACKSONVILLE FLA 0.5 2/26/2016	0.00	245,000.00	0.00	0.00	245,000.00
Subtotal			490,000.00			490,000.00	0.00		490,000.00
Withdraw	2/1/2016	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 1/31/2016, End Date: 2/29/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Withdraw	2/24/2016	LAIF6000Q	1,500,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	2/29/2016	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	2/29/2016	OAKVALLEY0670	14,732,398.62	Oak Valley Bank Cash	0.00	14,732,398.62	0.00	0.00	14,732,398.62
Subtotal			18,232,398.62			18,232,398.62	0.00		18,232,398.62
Total Sell Transactions			23,722,398.62			23,722,398.62	11,062.50		23,733,461.12
Interest/Dividends									
Interest	2/1/2016	932889VJ4	0.00	WALNUT VALLEY CA USD 2 8/1/2018		0.00	5,000.00	0.00	5,000.00
Interest	2/1/2016	23130SCQ4	0.00	CURRIE ST BK CURRIE MN 0.6 7/29/2016		0.00	124.85	0.00	124.85
Interest	2/1/2016	661334DS8	0.00	N ORANGE CNTY CA CMNTY CLG DIST 1.54 8/1/2018		0.00	4,620.00	0.00	4,620.00
Interest	2/1/2016	83412PDV1	0.00	Solano Co Community College 1.384 8/1/2017		0.00	1,730.00	0.00	1,730.00
Interest	2/1/2016	503678QR8	0.00	La Mesa Spring Valley SD 1.886 8/1/2017		0.00	4,715.00	0.00	4,715.00
Interest	2/2/2016	909552AT8	0.00	UNITED BK VERNON ROCKVILLE CT 0.6 8/2/2016		0.00	741.04	0.00	741.04
Interest	2/5/2016	87164DGN4	0.00	SYNOVUS BANK 0.85 2/6/2017		0.00	1,049.81	0.00	1,049.81
Interest	2/10/2016	35471TBU5	0.00	FRANKLIN SYNERGY BANK FRANKLIN TN 0.5 8/10/2016		0.00	104.04	0.00	104.04
Interest	2/15/2016	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	374.55	0.00	374.55
Interest	2/15/2016	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	374.55	0.00	374.55
Interest	2/21/2016	3134G6XX6	0.00	FHLMC 1.5 2/21/2019-15		0.00	15,000.00	0.00	15,000.00
Interest	2/23/2016	3134G82D0	0.00	FHLMC 1 2/23/2018-16		0.00	2,500.00	0.00	2,500.00
Interest	2/24/2016	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,017.35	0.00	1,017.35
Interest	2/25/2016	80280JDW8	0.00	SANTANDER BK NATL ASSN 0.5 2/25/2016		0.00	1,225.00	0.00	1,225.00
Interest	2/26/2016	29976DVL1	0.00	EVERBANK JACKSONVILLE FLA 0.5 2/26/2016		0.00	1,221.64	0.00	1,221.64
Interest	2/26/2016	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	343.34	0.00	343.34
Interest	2/26/2016	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	312.12	0.00	312.12
Interest	2/27/2016	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	312.12	0.00	312.12
Interest	2/27/2016	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	291.32	0.00	291.32



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 1/31/2016, End Date: 2/29/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	2/28/2016	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	322.53	0.00	322.53
Interest	2/28/2016	59013JDB2	0.00	MERRICK BK SOUTH JORDAN UTAH 0.85 1/30/2017		0.00	171.16	0.00	171.16
Interest	2/28/2016	464209CD5	0.00	ISABELLA BANK 0.75 3/28/2017		0.00	156.06	0.00	156.06
Interest	2/29/2016	06414QVT3	0.00	BANK NORTH CAROLINA THOMASVILLE NC 1 6/30/2017		0.00	201.37	0.00	201.37
Interest	2/29/2016	139797FF6	0.00	CAPITAL BK LITTLE ROCK 0.9 2/28/2018		0.00	187.27	0.00	187.27
Interest	2/29/2016	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,074.35	0.00	1,074.35
Subtotal			0.00			0.00	43,169.47		43,169.47
Total Interest/Dividends			0.00			0.00	43,169.47		43,169.47



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

Departments: CAO, Clerk of the Board

TIME REQUIRED

SUBJECT CSA #5, Purchase of Memorial Hall
Upstairs Seating

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Purchase of 100 chairs for Bridgeport Memorial Hall utilizing CSA #5 funds.

RECOMMENDED ACTION:

Approve purchase of new chairs for \$8,073.25.

FISCAL IMPACT:

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

CONTACT NAME: Helen Nunn

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[CSA#5 request for purchase](#)

History

Time

4/14/2016 6:06 AM

Who

County Administrative Office

Approval

Yes

4/13/2016 5:46 PM

County Counsel

Yes

4/13/2016 7:52 AM

Finance

Yes

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

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

April 07, 2016

RE: Stackable Conference seating for Memorial Hall

Hello Leslie,

During our April 05, 2016, meeting of the CSA, we discussed and approved the purchase of stackable conference seating for Memorial Hall. A motion was presented to the CSA board by Benny Romero that we allocate \$8,073.25 for this project. The motion was seconded by Joanne Werthwein and was unanimously approved by the CSA board present, 5 to 0.

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

Attached is a copy of our board minutes.

Thank You for your assistance!

Steve R. Noble
CSA #5, Chairman

AGENDA

CSA #5 ADMINISTRATIVE BOARD

Tuesday, April 05, 2016

5:00 pm

Memorial Hall Upstairs

School St., Bridgeport, CA

1. Call to Order
2. Public Comment
3. Approval of Minutes - via email
4. Discussion/Action Items
 - a. Project Updates
 - 1) Memorial Hall -
 - a. Update on project
 - b. Project financials
 - c. Discuss seating options, fixed chairs vs. stackable chairs; select and approve preferred option.
 - d. Review quotes and make a motion to fund approved option; if necessary.
 - 2) Cemetery Entrance -
 - a) Update on status
 - 3) Courthouse stage and seating -
 - a) Update on status
 - 4) Hunewill/Sweetwater
 - a) Update on Internet - Hunewill site
 - b) Update on AT&T lease
5. Future agenda items

Minutes

CSA #5 Administrative Board

Tuesday, April 05, 2016

Memorial Hall upstairs

School St., Bridgeport, CA

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

Public present – John Peters and Angelle Nolan

County Staff present – Joe Blanchard and Tim Fesko

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

2. Public Comment -

a. None

3. Project Updates-

a. Memorial Hall

- 1) Joe Blanchard updated us on the projects status; main hall awaiting carpeting installation and some finish work, then they will begin to address the lift.
- 2) Steve reviewed the project's financials
- 3) The board discussed the chair options, fixed seating versus stackable chairs. Each member had an opportunity to share their individual views, as well as county staff and the public present. A vote was taken by the board and the members chose the stackable chair option, 5 /0. Steve asked Joe to check and see if when the theater chairs are auctioned off the funds could be given back to the theater group to help fund their performances.
- 4) The quotes for the stackable chairs were reviewed and the Conference stacker from Bertolini Model #X920025F was chosen. Steve will request the carpet sample back in order to assist the members in choosing a chair fabric and frame color.

5) A motion was made by Benny and seconded by Joanne that we approve \$8,073.25 towards the purchase of these chairs; a vote was taken and passed 5/0.

6) Helen noted that some of the repaired holes in the flooring were quite noticeable. Steve will meet with Joe and Claude to see if anything can be done to correct the problem.

b. Cemetery Entrance

1) Steve reported he met with Garrett in Public Works and he is trying to get our plans into the planning process for review.

c. Courthouse stage, awning and seating –

1) Funding was approved by the Board of Supervisors; Steve and Lynda will be reviewing the quotes and placing the orders.

d. Hunewill/Sweetwater sites

1) Steve met with Chris Nichols and confirmed that he has the Settlement Canyon area in operation as well as out on the Bridgeport reservoir. He is currently working to get DC power up on Hunewill through the repair of our existing line, snow permitting.

2) Tony Dublino of Solid Waste has offered to help us remove the old batteries and debris from our Sweetwater site when the snow permits. AT&T new lease agreement on Sweetwater is in its final stages of approval.

4. Future Agenda –

a. Memorial hall upgrades and project updates.

5. Meeting Adjourned at 6:45 pm

6. Next meeting Tuesday, May 03, 2016



BILL TO:
MONO County-CSA #5
PO BOX 475
Bridgeport, CA 93517

SHIP TO:
MONO County-CSA #5
C/O Ruby Inn
333 Main St
Bridgeport, CA 93517

Quote #: 001-00-1568950
Quote Date: 3/31/16
Quote Expiration: 4/30/2016
Customer #:
Purchase Order #:
Factory Rep: Michelle Ray
Agent #:
Pages of Quote: Page 1 of 1

BILLING CONTACT:
Noble, Steve
Phone: (760)285-7241
Email: ri@rubyinnbridgeport.com

SHIPPING CONTACT:
Noble, Steve
Phone: (760)285-7241
Email: ri@rubyinnbridgeport.com

QTY	ITEM	CONFIGURATION DETAILS	DETAIL	UNIT	EXTENDED
100	H C-25	Conference Stacker (X920025F) Fabric: Absecon - Sherpa Absecon Sherpa/Shire Color TBD Finish: To Be Determined Clear Glides Manager's Discount Additional,Details (Same model as Impressions 7025)	73.00 \$0.00 \$0.00 -2.00	71.00	7,100.00
YOU SAVED \$200.00 ON THIS ITEM!				CUSTOMER APPROVAL	

THE ABOVE ITEMS REQUIRE THE SALES MANAGER'S SIGNATURE TO VALIDATE QUOTE: _____

SPECIAL NOTES Please note: cost may vary based on freight and/or tax, if applicable.	SUBTOTAL:	\$7,100.00
	TAXES - 7.50 %:	\$532.50
	C-FOB: FREIGHT:	\$410.00
	FREIGHT TAXES - 7.50 %	\$30.75
	TOTAL: (USD)	\$8,073.25
	DUE NOW:	\$4,036.63
STATED TERMS: 50% Deposit and 50% Before Shipment	REMAINING BALANCE:	\$4,036.62

ESTIMATED LEADTIME: 9-11 Weeks
LEAD TIMES ARE ONLY ESTIMATED & MAY VARY
DEPENDING ON FABRIC & PRODUCTION TIME

CUSTOMER INSTRUCTIONS
Your order will not begin production until your deposit check has been received at our factory. Your cancelled check from your bank will be verification that your check has been processed. Initial each item above, sign this quote, the attached Terms and Conditions and return it to us with a copy of your check via fax to (909)517-3125. After faxing, mail your signed quote with your check to: BERTOLINI INC., 13941 NORTON AVE . UNIT A, CHINO CA 91710

ORDER AUTHORIZATION

By signing this quote, I agree that the items specified on the quote are correct in every way. I also acknowledge that I have read and agree to the order Terms and Conditions of Bertolini Inc (Revision CHR040610). If you do not have a copy of this document, call your factory representative for a copy. When applicable, the sales tax rate above is an estimate, rate is determined at the time of shipment. Please refer to Terms and Conditions for the CANCELLATION and CHANGE ORDER POLICY and all charges and fees associated therewith.

AUTHORIZING CUSTOMER SIGNATURE

PRINT NAME, TITLE AND DATE AUTHORIZED

BERTOLINI TERMS AND CONDITIONS

HOSPITALITY & DESIGN

Please read carefully and sign below. Fax back with your signed quote. Revision CHR040610

Terms and Conditions Page 2 of 2 for Quote# specifically for on 3/31/16.

REORDERS: In the event the mill in which your fabric was manufactured discontinues a fabric, or the company becomes obsolete, Bertolini will strive to provide you with a selection of fabric alternatives, priced as closely as possible to your original purchase price. When reordering, please also be aware that your new fabric and finish, although the same, may not match exactly to your original purchase. Fabric naturally fades over the lifespan of a chair, due to wear, UV, etc., while finishes oxidize over time. Any upgrades in fabric due to this change will be the responsibility of the buyer.

DEFECTIVE PRODUCTS: If products are received defective, and there is a COD balance, please pay the entire COD amount at the time of delivery. The customer must indicate on the Bill of Lading any damage to the shipment and report the problem to Bertolini Inc. within 10 working days. Most cases can be resolved within 2 weeks. Bertolini is not responsible for damage caused in freight on will calls and 3rd. party carriers.

PRODUCT WARRANTY: DISCLAIMER of WARRANTY: THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TITAN SERIES BANQUET STACKERS: 20 Year Structural/10 Year "Bumper-to-Bumper"/Glides-for-Life Limited Warranty: The TITAN ZM AND LM SERIES carry a 20 year structural warranty covering steel frame against frame failure, flex-fit polymer seat foundation and back foundation for a non-prorated 20 years against failure under normal use. In addition the Titan ZM & LM series banquet stackers are covered by a 10 year "bumper-to-bumper" warranty that warrants foam against breaking down, stack-buttons from dislodging, and all other NON-WEARABLE components against failure under normal use. GLIDES-FOR-LIFE are provided for the life of chair by the original owner subject to normal indoor use.

POSTUREFLEX SERIES BANQUET STACKERS: 12 Year Structural/10 Year "Bumper-to-Bumper"/Glides-for-Life Limited Warranty: All POSTUREFLEX SERIES carry a 12 year structural warranty covering steel frame against frame failure, flex-fit polymer seat foundation and back foundation for a non-prorated 12 years against failure under normal use. In addition the Postureflex series banquet stackers are covered by a 10 year "bumper-to-bumper" warranty that warrants foam against breaking down, stack-buttons from dislodging, and all other NON-WEARABLE components against failure under normal use. GLIDES-FOR-LIFE are provided for the life of chair by the original owner subject to normal indoor use.

ALL OTHER CHAIRS MANUFACTURED BY BERTOLINI LISTED ON THIS QUOTE: All other chairs manufactured by Bertolini Inc. listed on this quote carry a steel frame warranty against frame failure for a full non-prorated 20 years under normal use. Bertolini Inc.'s exclusive 2lb BLUE foam is warranted 10 years against breakdown. All Other components including materials and workmanship other than those mentioned above are warranted for 5 years.

WEARABLE COMPONENTS: Wearable components not covered in the "Bumper-to-Bumper" warranty include, finish, upholstery and upholstery treatments including seams. **UPHOLSTERY TREATMENTS:** Upholstery treatments and fabrics are subject to warranties offered by the respective textile manufacturer. **FINISH:** Standard frame finishes are warranted 5 years against flaking, peeling or manufacturer defect under normal use. **REPLACEMENT:** Any frame or part found to be defective by Bertolini Inc. while under warranty will be repaired or replaced, at our option, FOB Bertolini Inc. Factory Chino.

A buyer's claim of breach of any warranty concerning the goods will be barred unless the seller receives written notice of the alleged breach from the buyer within ten (10) working days after the delivery of the goods or, if breach of warranty could not be reasonably discovered within ten (10) working days of the delivery of the goods, within ten (10) working days after the actual discovery of the alleged breach of warranty or within ten (10) working days after the breach of warranty could have reasonably been discovered, whichever is earlier. Any exclusion to this warranty will be listed on the signed customer quote.

Warranties do not apply to any product which has been altered, subjected to misuse, or negligence. Bertolini Inc.'s warranty is limited to credit or replacement of the defective item. Liability under this warranty shall not exceed the purchase price of the defective item. Unless modified in writing and signed by both parties, this agreement, as contained in the quote provided by Bertolini and signed by the customer, and these Terms and Conditions are understood to be the complete and exclusive agreement between the parties, superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of this agreement, including statements made by salespersons. No employee of Bertolini Inc. except the Executive VP and the President, or any other party, is authorized to make any warranty in addition to those made in this agreement.

LIMITATIONS of REMEDIES: IN NO EVENT WILL BERTOLINI INC. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. DAMAGES THAT BERTOLINI INC. WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF THE USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES, DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY. THIS LIMITATION DOES NOT APPLY TO DAMAGE CAUSED BY BREACH OF THE WARRANTY OF TITLE AND AGAINST INFRINGEMENTS OR TO CLAIMS FOR PERSONAL INJURY.

This agreement shall not be construed in favor of or against any party hereto. If any of the provisions, covenants, or conditions of the Agreement are held by a court of competent jurisdiction to be invalid void or unenforceable, the remaining provisions of the Agreement shall be in full force and effect and shall no way be affected, impaired, or invalidated. In the event of such determination, the parties agree to negotiate in good faith to modify this agreement to fulfill as closely as possible the original intent and purposes thereof. To the extent permitted by law the parties waive any provisions of law that render any provision hereof prohibited or unenforceable in any respect.

This agreement shall be interpreted and governed by the laws of the state of California as if entered into and wholly performed within the state of California. Any action brought to enforce this agreement shall be brought in the County of San Bernardino, in California.

SPECIFIED TERMS:

50% Deposit and 50% Before Shipment

Signature of Noble, Steve or other Authorizing Customer Signature

BERTOLINI TERMS AND CONDITIONS

HOSPITALITY & DESIGN

Please read carefully and sign below. Fax back with your signed quote. Revision CHR0406010

Terms and Conditions Page 1 of 2 for Quote# specifically for on 3/31/16.

QUOTES: Quoted prices are valid for 30 days (unless otherwise stated on quote) and must be in writing. However, Bertolini Inc. has the right to cancel, withdraw, revoke, rescind, annul or void the quote or quoted price at any time. Printed prices (as in price lists, catalogs, excluding Quotes) are subject to change without notice.

PLACING ORDERS, VERIFYING QUOTES: Orders will only be accepted if accompanied by: 1) A signed copy of the quote by an authorized officer of the organization; 2) the deposit payment as specified in the stated terms on the signed quote; and 3) a copy of these Terms and Conditions signed by an authorized officer of the organization acknowledging that they have been read and accepted. The quote is valid only upon the terms set forth and in these Terms and Conditions. Any changes in contact or ship-to information, model, quantity, finish, fabric or options must be noted on the quote, and will be considered as a counter-offer by you which Bertolini may accept. A new quote will be issued reflecting the changes and will supersede any prior quotes or Purchase Orders. Any terms in your order that are not identical with the terms of the quote and these Terms and Conditions will not become part of the contract. Orders are non-cancelable and non-negotiable after they have been accepted. All credit orders are subject to credit approval before accepted. Bertolini Inc.'s quote and Terms and Conditions supersede any terms in a Purchase Order. This contract may not be modified, amended, or rescinded except in writing, signed by authorized agents of all parties.

Components used in all Bertolini chairs are specifically designed to meet fire code CAL-117.A It is the customers' responsibility to use and store these products in compliance with local and state codes and regulations, and to communicate approved local and state codes and regulations to Bertolini Inc. prior to receiving and signing a quote.

ORDER ACKNOWLEDGEMENTS: Upon acceptance of an order, an acknowledgement will be sent with a factory estimated ship date. Customers are responsible to read and confirm all order specifications and ship date.

ORDER TERMS, DEPOSITS, EXEMPTIONS: Terms are 50% deposit, 50% due upon delivery, unless otherwise specified on the quote. Bertolini retains title to the goods until the buyer performs all of his/her/its obligations under the contract. Special terms must be pre-approved and indicated on the signed quote. It is the buyer's full responsibility to ensure that all sales and use taxes in connection with this order are fully paid where applicable. **If at any time in the future, Bertolini Inc is required to pay sales tax on behalf of the buyer, the buyer will be liable to repay Bertolini for the tax paid. Customers with orders which are eligible for sales tax-exemption must fill out a "Resale Certificate" form or "Sales and Use Tax Exemption" form or equivalent documentation and return it with the quote.** All deposit checks must include the phone number from the signed quote on the memo portion of the check to ensure proper credit to your account. Failure to do so may delay shipment of your order. All NSF (Non Sufficient Funds) or Stop Payment checks received will result in a service charge of \$50.00 added to your account balance. Re-payment for NSFs requires a certified or cashier's check. Any order that has a NSF will not be eligible for C.O.D. and must be paid in full before shipment. All payment are to be in US dollars only drawn on a US bank.

CANCELLATIONS & CHANGE ORDERS: All changes (Change Order) must be submitted in writing and are subject to the approval of Bertolini Inc. When changing model numbers, fabric or any options on any order, a \$150.00 administration fee per sales order will be required. When decreasing the quantity of chairs or changing the fabric, customer will be required to purchase all fabric ordered for the job. Once an order is submitted for production, no changes to the order may be made.

PAST DUE PAYMENTS: Balances not paid within the agreed terms will be assessed at 1.75% per month (21% APR). If failure to pay results in an outside agency or an attorney to collect past due funds, the customer shall pay all collection costs, including attorney's fees, incurred in the process. Until payment in full has been received, all products remain the property of Bertolini Inc. and can be claimed at will. Failure to pay the entire invoice invalidates all of Bertolini Inc.'s product warranties and liabilities.

SPECIAL ORDERS: Bertolini will review all requests for specific modifications and/or special features to our current products. The review process will be conducted by the Bertolini Engineering team. If the request is accepted, the customer will be notified as to the applicable engineering cost, tooling cost, or set up cost that will apply to the order.

SHIPPING & OFFLOAD: Chairs are normally shipped wrapped and stacked 10-12 chairs high. Customers are required to have hand-trucks and adequate personnel to off-load and move chairs into their facility.

FIRST ARTICLES: A sample chair is NOT a first article. A sample in no way creates any warranty or promise with respect to goods sold. Bertolini Inc.'s research and development team is constantly improving the quality of its products and reserves the right to make ongoing manufacturing improvements without notice. Customers who need a first article can request one from Bertolini Inc. Requested First Articles will be sent at a cost of \$100.

COM (CUSTOMER'S OWN MATERIAL): COM orders will only be accepted after the approval of a one-yard sample of the customer's fabric (pattern direction must be indicated). Upon approval, your factory representative will call to request the amount of yardage necessary to complete the order.

LEAD-TIMES & DELIVERY DATES: Bertolini Inc. has a long track record of meeting customer deadlines. Delivery dates are estimates and are accurate forecasts only if an order is placed within 48 hours of a quoted lead-time. A forecasted delivery date does not imply a guarantee on behalf of Bertolini. All change orders will affect delivery dates. Bertolini is not liable for any damages, costs, expenses, debt, or obligation incurred, as a result of delivery after lead-times or delivery dates nor will Bertolini be required in any way to compensate, recompense, reimburse, or pay for anything incurred, suffered, or sustained as a result of delivery after lead-times or delivery dates.

PRIORITY/RUSH ORDERS: All orders requiring a specific delivery date are considered Priority/Rush. Priority/Rush orders are subject to a \$250 minimum or \$1.35 per chair fees, whichever is greater. Bertolini Inc. will make every effort to meet Priority/Rush order deadlines. Orders not completed by quoted deadlines are subject to a refund of the above mentioned fees.

FREIGHT CARRIERS, DAMAGE CLAIMS: All orders are FOB Bertolini Inc. Factory. Bertolini Inc. carefully selects and contracts with independent freight carriers on behalf of its customers. Damage claims due to shipping must be indicated in detail (including quantity), on the Bill of Lading. Report the problem to Bertolini Inc. within 10 working days. Bertolini Inc. is not responsible for the actions or service levels of these carriers.

CUSTOMER DELAYED SHIPPING: Bertolini Inc. is not responsible for storing or holding any shipments. All orders are shipped when ready. In the event that the customer is not ready to accept their order, it is the customer's responsibility to store the chairs. Orders that are either "third party" or "Will Call" need to be picked up within three working days. Bertolini Inc. will ship chairs to an alternate storage location if notified in time (cost incurred will be charged to the customer). In the event the customer requires Bertolini to store chairs for any period of times beyond three working days, Bertolini reserves the right to collect storage and to add these storage fees to the final invoice; storage fees will be no less than \$100 per month or \$1.00 per chair per month whichever is greater. Customer Care may be reached at 800-738-0113 Monday through Friday 7:00 am to 4:00 pm Pacific Standard Time.

REFUSED OR RETURNED SHIPMENTS: Refusal to accept product from carrier does not relieve purchaser of responsibility for payment. Final payment must be made at time of delivery. If payment is not ready at delivery, customer will have their shipment returned to the factory in Chino, CA and will be responsible for any storage fees and all additional freight incurred because of the return. Final shipment will not be made until payment is made in full by certified or cashier's check.

SPECIFIED TERMS:

50% Deposit and 50% Before Shipment

Signature of Noble, Steve or other Authorizing Customer Signature



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

Departments: Elections, Board of Supervisors

TIME REQUIRED

SUBJECT Letter of Appreciation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter of appreciation to the Mammoth Unified School District for its agreement to allow the Mammoth High School Library to be used as a combined polling location for the June 7 Primary Election.

RECOMMENDED ACTION:

Approve letter of appreciation.

FISCAL IMPACT:

None

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:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Letter of Appreciation

History

Time

Who

Approval

4/14/2016 6:22 AM	County Administrative Office	Yes
4/13/2016 5:49 PM	County Counsel	Yes
4/13/2016 1:40 PM	Finance	Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Bob Musil, Clerk of the Board

To: Honorable Board of Supervisors

From: Bob Musil, Registrar of Voters

Date: April 19, 2016

Subject

Letter of Appreciation for Mammoth Unified School District

Recommended Action

Approve a letter of appreciation to the Mammoth Unified School District for their decision to allow the use of the Mammoth High School Library as a central polling location for the June 7, 2016 Primary Election.

Discussion

The Mammoth Unified School District has approved a request by the Mono County Elections Division to use the Mammoth High School Library as a central polling location for all of the precincts in Mammoth for the June 7 Primary Election.

At the April 12 Board meeting, your Board expressed a desire to send the School District a letter of appreciation for this decision.

Fiscal Impact

No fiscal impact



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Bob Musil, Clerk of the Board

April 19, 2016

Lois Klein, Superintendent
Mammoth Unified School District
P.O. Box 3509
Mammoth Lakes, CA 93546

Re: June 7, 2016 Primary Election

Dear Mrs. Klein,

The Mono County Board of Supervisors wishes to thank all of the staff members of the Mammoth Unified School District who participated in the decision to use the Mammoth High School Library as a polling location for the June 7, 2016 Primary Election.

This election is shaping up to be extremely important on both the local and national stages. We are expecting record high voter turnout. Using the school as a central polling location will ensure that all voters in the Town of Mammoth Lakes have one spot where they can cast their ballots, helping to reduce voter confusion on what promises to be a very busy election day.

It is the hope of the Board that this will be a very successful election, and that we can work together on future elections as well.

Please extend our appreciation by sharing this letter with all appropriate members of your staff.

Sincerely,

Fred Stump
Chairman, District 2



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

Departments: Board of Supervisors

TIME REQUIRED	30 minutes (20 minute presentation; 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Brent Green, Caltrans District 9 Director
SUBJECT	Caltrans Mountain Pass Opening Process		

AGENDA DESCRIPTION:

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

Presentation by Brent Green, District 9 Director, regarding Caltrans mountain pass highway opening process.

RECOMMENDED ACTION:

Receive presentation by Brent Green, District 9 Director, regarding Caltrans mountain pass highway opening process.

FISCAL IMPACT:

No impact

CONTACT NAME: Scott Burns

PHONE/EMAIL: 924.1807 / sburns@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
4/14/2016 6:07 AM	County Administrative Office	Yes

4/13/2016 5:43 PM

County Counsel

Yes

4/14/2016 1:27 PM

Finance

Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

**Departments: County Counsel and Community Development
Department**

TIME REQUIRED PUBLIC HEARING - 10:00 A.M.

PERSONS Stacey Simon

SUBJECT Public Hearing Transient Rental
Overlay District Moratorium

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Public hearing - proposed ordinance extending, until March 2, 2017, existing suspension on the establishment of transient rental overlay districts (TRODs) in the unincorporated areas of Mono County.

RECOMMENDED ACTION:

Conduct public hearing. Consider and potentially adopt proposed ordinance (a four-fifths vote is required). Provide any desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME: Courtney Weiche

PHONE/EMAIL: 7660-924-1803 / cweiche@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Proposed Ordinance](#)

History

Time	Who	Approval
4/14/2016 6:03 AM	County Administrative Office	Yes
4/12/2016 2:06 PM	County Counsel	Yes
4/13/2016 7:54 AM	Finance	Yes

Acting County Counsel
Stacey Simon

**OFFICE OF THE
COUNTY COUNSEL**

Telephone
760-924-1700

Deputies
Stephen M. Kerins
Christian E. Milovich
Adrienne N. Ratner

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

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: April 19, 2016

Re: Extension of interim urgency ordinance suspending establishment of Transient Rental Overlay Districts

Recommended Action

Conduct public hearing. Consider and potentially adopt proposed ordinance extending, until March 2, 2017, existing suspension on the establishment of transient rental overlay districts (TRODs) in Mono County. A four-fifths vote is required to approve the proposed ordinance. Provide any desired direction to staff.

Fiscal Impact

None.

Discussion

Government Code section 65858 authorizes the adoption of an interim ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning department is considering or studying or intends to study within a reasonable time, when necessary to protect the public safety, health, and welfare.

At public hearings held by the Planning Commission and Board of Supervisors on November 12, 2015 and December 8, 2015, respectively, various community members expressed concerns related to the creation of Transient Rental Overlay Districts (TRODs) within the County. In response, the Board of Supervisors scheduled a joint workshop with the Planning Commission to evaluate the TROD system (found at Chapters 25 and 26 of the Mono County General Plan).

At the joint workshop, held on February 11, 2016, the Board and Planning Commission heard additional information and detail regarding community concerns (including threats to public safety and welfare) related to the

establishment of new TRODs. The Board expressed a desire to suspend the approval of any new TRODs while the issues raised were analyzed and directed Community Development Department staff to analyze and report back with recommendations.

Under Government Code section 65858 and 25124, an interim ordinance is treated as an urgency ordinance which takes effect immediately upon adoption. No introduction or "first reading" is required. An interim ordinance is initially effective for only 45 days. The ordinance may then be extended following a noticed public hearing for ten months and fifteen days, and again (following the same notice and public hearing procedures) for a period of one year. No additional extensions may be approved.

On March 8, 2016, the Board adopted interim ordinance 16-02, temporarily suspending the establishment of Transient Rental Overlay Districts within the unincorporated areas of Mono County. Unless extended, that ordinance will expire on April 22, 2016. As authorized by section 65858 and 25124, the proposed ordinance would continue and extend the suspension established by interim ordinance 16-02.

If you have any questions on this matter prior to your meeting, please call me at 924-1704 or 932-5418 or call Scott Burns at 760-924-1807.



ORDINANCE NO. ORD16-__

**AN INTERIM ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS EXTENDING THE TEMPORARY SUSPENSION
ON THE ESTABLISHMENT OF TRANSIENT RENTAL
OVERLAY DISTRICTS IN MONO COUNTY ESTABLISHED BY
MONO COUNTY ORDINANCE 16-02**

WHEREAS, Government Code section 65858 authorizes the adoption of an interim ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning department is considering or studying or intends to study within a reasonable time, when necessary to protect the public safety, health, and welfare; and

WHEREAS, at public hearings before the Planning Commission and Board of Supervisors held on November 12, 2105 and December 8, 2015, respectively, various community members expressed concerns related to the creation of Transient Rental Overlay Districts (TRODs) within the County, and the Board of Supervisors scheduled a joint workshop with the Planning Commission to evaluate the TROD system (found at Chapters 25 and 26 of the Mono County General Plan); and

WHEREAS, at the joint workshop, held on February 11, 2016, the Board and Commission heard additional information and detail regarding community concerns related to the establishment of new TRODs and directed Community Development Department staff to analyze and report back regarding possible modifications to the TROD system to address those issues; and

WHEREAS, in order to preserve the status quo within the unincorporated areas of the County while staff and decision makers analyze and consider modifications to Chapter 25 and/or 26 to address the identified concerns, on March 8, 2016, the Board of Supervisors adopted interim ordinance 16-02 temporarily suspending the establishment of TRODs within the unincorporated areas of the County; and

WHEREAS, the Board now wishes to extend the restrictions imposed by ordinance 16-02, for the maximum amount allowed by law (10 months and 15 days, or until March 2, 2017), unless sooner terminated by this Board or further extended as allowed by law;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND ORDAINS that:

SECTION ONE: There is a continuing current and immediate threat to the public health, safety and welfare as a result of the approval of Transient Rental Overlay Districts (TRODs) within the unincorporated areas of the County, as specified below, and such approvals must be temporarily suspended in order to protect the public safety, health, and welfare.

- A. In some residential areas of the County currently eligible for TROD designation, roads are not regularly maintained and/or plowed and can be steep and icy in winter. Because those individuals utilizing short-term rentals are not local residents, they are often unskilled at navigating snowy conditions. The approval of TRODs in areas such as these presents a safety hazard to users – particularly those arriving at night and lacking snow driving skills or experience.
- B. In certain areas of the County, residents have expressed that they experience harm to their sense of well-being and personal welfare as a result of the possibility that a TROD could be established in their neighborhood. This may reflect an incompatibility between certain neighborhoods or communities and transient rental activity.

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SECTION TWO: The suspension on establishment of Transient Rental Overlay Districts within the unincorporated areas of Mono County established by Mono County interim ordinance 16-02 is hereby extended for ten months and fifteen days (until March 2, 2017) unless earlier terminated by ordinance of this Board.

SECTION THREE: During the suspension on the establishment of new TRODs, staff shall identify and analyze those areas within the County currently eligible for TROD designation, evaluate the above concerns, and any other relevant issues associated with the establishment or operation of TRODs or transient rentals within the County, and develop recommendation(s) for the Board regarding the possible modification of Chapter 25 or 26 of the Mono County General Plan.

SECTION FOUR: This ordinance shall become effective upon adoption as an urgency measure pursuant to Government Code sections 65858 and 25123 and shall remain in effect, unless extended as allowed by law or earlier terminated, for ten months and fifteen days (until March 2, 2017). The Clerk of the Board of Supervisors shall post this ordinance and also publish it or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

Departments: Clerk of the Board

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Board of Supervisors

SUBJECT ESTA Board Member Vacancy

AGENDA DESCRIPTION:

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

With the approval of the JPA Amendment, the Board can proceed with appointing a member of the public to serve on the ESTA governing board. An application has been submitted to consider the appointment of Kirk Stapp to the Eastern Sierra Transit Authority. This term will begin on April 19, 2016. The Board of Supervisors will discuss the term and set the expiration date for this appointment at the meeting. This item is being sponsored by Supervisor Alpers.

RECOMMENDED ACTION:

Appoint Kirk Stapp to the ESTA Board with his term to expire at a date to be determined by the Board.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Stapp - Letter of Interest](#)

History

Time	Who	Approval
4/14/2016 10:59 AM	County Administrative Office	Yes
4/13/2016 5:47 PM	County Counsel	Yes
4/14/2016 1:29 PM	Finance	Yes

Letter of Interest

April 11, 2016

Kirk Stapp
P.O. Box 7254
Mammoth Lakes, CA 93546

Please accept this "Letter of Interest" for the opening on the ESTA board representing Mono County.

COMMUNITY EXPERIENCE

Appointed to the Mammoth Lakes Town Council 1986-88
Elected to the Mammoth Lakes Town Council 1988-2008
Periodically, President and chief negotiator, Mammoth Education Association
Served as Mammoth Lakes Housing, Inc. Board President, 2002-present.
Served as board member Snowcreek IV Homeowners Association, 1987 to present

EDUCATION

Master of Arts, Education
University of La Verne

Bachelor of Arts, Psychology "cum laude"
California State University, Long Beach

Educational Credentials:

K-12 Administrative Credential
California Standard Elementary Credential
9-12 High School Credential: English and Political Science.

CURRENT INTERESTS

I currently write monthly editorials for the Mammoth Times and the Sheet. The editorials focus on the political brouhaha that is called our national election, as well as local events which keeps me informed of community issues. Since retiring from teaching, I have self-published several novels and was involved with the Measure Z election writing editorials.

Thank you for your consideration.

Kirk Stapp
760 934 2902
kalicestapp@gmail.com





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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

Departments: Social Services

TIME REQUIRED 60 minutes (40 minute presentation; 20 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Kathy Peterson, Mono County Social Services

SUBJECT Eligibility Programs Review

AGENDA DESCRIPTION:

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

Presentation by Department of Social Services (Kathy Peterson, Francie Avitia, Jack Anderson) regarding review of Eligibility Programs.

RECOMMENDED ACTION:

None. Information only.

FISCAL IMPACT:

None. Information only.

CONTACT NAME: Kathy Peterson

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time	Who	Approval
4/14/2016 6:09 AM	County Administrative Office	Yes

4/13/2016 5:46 PM

County Counsel

Yes

4/14/2016 1:29 PM

Finance

Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

Departments: Public Works - Road

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion) **PERSONS APPEARING** Jeff Walters

SUBJECT Request for Snow Removal
Assistance - Yosemite National Park **BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

Upon its opening each spring State Highway 120 through Yosemite National Park (YNP) provides a significant benefit to businesses and visitation in Mono County. In prior years, The Board of Supervisors has actively supported and assisted the National Park Service and Caltrans with snow removal and opening of Highway 120. The Park Service has requested assistance from Mono County again this year. In order to promptly respond the Board of Supervisors would need to authorize Public Works to provide snow removal assistance.

RECOMMENDED ACTION:

Consider and potentially adopt Resolution No. R16-___, "A Resolution of the Mono County Board of Supervisors Authorizing the Public Works Director to Execute and Administer Cooperative Agreements and to Utilize Department of Public Works Personnel and Equipment to Assist with Snow Removal Activities Associated with the 2016 Opening of Highway 120 Within Yosemite National Park." Provide any desired direction to staff.

FISCAL IMPACT:

Fiscal impact will depend upon the depth of snow, weather conditions, and road debris.

CONTACT NAME: Jeff Walters

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Request for SR Assist - Tioga Pass - BOS staff rpt](#)

[Exhibit 1 - Tioga Pas Resolution](#)

[Exhibit 2 - Snowpack](#)

[Exhibit 3 - MOU](#)

History

Time	Who	Approval
4/6/2016 11:54 AM	County Administrative Office	Yes
4/6/2016 5:51 PM	County Counsel	Yes
4/7/2016 9:04 AM	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 • www.monocounty.ca.gov

Date: April 12, 2016

To: Honorable Chair and Members of the Board of Supervisors

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

Subject: Request for Snow Removal Assistance – Yosemite National Park

Recommended Action:

Consider and potentially adopt Resolution No. R16-____, “A Resolution of the Mono County Board of Supervisors Authorizing the Public Works Director to Execute and Administer Cooperative Agreements and to Utilize Department of Public Works Personnel and Equipment to Assist with Snow Removal Activities Associated with the 2016 Opening of Highway 120 Within Yosemite National Park.” Provide any desired direction to staff.

Fiscal Impact:

Fiscal impact will depend upon the depth of snow, weather conditions, and road debris. Due to Road Fund budget limitations, it is recommended that all project work be completed during the normal work day and that no overtime be allowed. Impact will result from personnel salaries and fuel already budgeted in the Road Fund. All work will be closely monitored by the Mono County Road Supervisor and the Public Works Director.

Discussion:

The National Park Service and Caltrans are planning to perform snow removal operations during April and May in an attempt to open Highway 120 providing access to, and through, Yosemite National Park. Status updates for Yosemite National Park can be found at their website www.nps.gov/yose/planyourvisit/tioga.htm.

In prior years, the Board of Supervisors has actively supported and assisted the National Park Service and Caltrans with snow removal and opening of Highway 120. The Park Service has requested County assistance again this year in an effort to expedite snow removal and highway access.

In anticipation of the potential to assist with Yosemite National Park snow removal activities this year, Road Division personnel will attend mandatory avalanche training sponsored by the National Park Service. The status of road conditions will be addressed at the Board meetings, but at the time of report preparation it was estimated that the road snowpack was at approximately 75-85% of normal (see Exhibit 2). It is expected that Public Works crews and equipment will be able to mobilize and commence operations shortly after Yosemite

National Park requests assistance and authorization is granted from the Mono County Board of Supervisors.

If you have any questions regarding this item, please contact either Brett McCurry, Road Operations Supervisor, at 760.932.5449 or me at 760.932.5459. We may also be contacted by email at bmccurry@mono.ca.gov or jwalters@mono.ca.gov, respectively.

Respectfully submitted,



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

Attachments: Exhibit 1 – Draft Resolution
Exhibit 2 – Snowpack Water content March 22, 2016
Exhibit 3 – MOU with YNP



RESOLUTION NO. R16-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE AND ADMINISTER
COOPERATIVE AGREEMENTS AND TO UTILIZE DEPARTMENT OF PUBLIC WORKS
PERSONNEL AND EQUIPMENT TO ASSIST WITH SNOW REMOVAL ACTIVITIES
ASSOCIATED WITH THE 2016 OPENING OF HIGHWAY 120
WITHIN YOSEMITE NATIONAL PARK**

WHEREAS, Section 1670 of the California Streets and Highways Code authorizes the Board of Supervisors to enter into cooperative agreements with federal officers for the maintenance of highways within the county or outside county limits; and,

WHEREAS, in prior years, the Mono County Board of Supervisors has provided cooperative assistance to Yosemite National Park officials concerning the removal of snow along State Highway 120 over Tioga Pass and within Yosemite National Park; and,

WHEREAS, through the years the early and expeditious removal of snow along this nationally designated transportation corridor has resulted in substantial benefits to the residents and businesses of Mono County, visitors to the Yosemite National Park, and the traveling public in general.

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to execute and administer cooperative agreements, in consultation with County Counsel, and to work with California Department of Transportation and National Park Service officials in a cooperative effort to initiate the most cost-effective and expeditious method of implementing Spring snow removal operations on State Highway 120.

1 **APPROVED AND ADOPTED** this 12th day of April, 2016, by the following vote of the Board of
2 Supervisors, County of Mono:

3 **AYES** :
4 **NOES** :
5 **ABSENT** :
6 **ABSTAIN** :

7 **DRAFT**

8 _____
9 Fred Stump, Chairman
10 Mono County Board of Supervisors

11 ATTEST:

Approved as to Form:


12 **DRAFT**

DRAFT

13 _____
14 Bob Musil
15 Clerk of the Board

16 _____
17 Stacey Simon
18 Acting County Counsel

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Statewide Summary of Snow Water Content

Current Regional Snowpack from Automated Snow Sensors

% of April 1 Average / % of Normal for This Date



NORTH	
Data as of March 22, 2016	
Number of Stations Reporting	25
Average snow water equivalent (Inches)	28.3
Percent of April 1 Average (%)	101
Percent of normal for this date (%)	101

CENTRAL	
Data as of March 22, 2016	
Number of Stations Reporting	38
Average snow water equivalent (Inches)	26.3
Percent of April 1 Average (%)	91
Percent of normal for this date (%)	92

SOUTH	
Data as of March 22, 2016	
Number of Stations Reporting	26
Average snow water equivalent (Inches)	19.7
Percent of April 1 Average (%)	74
Percent of normal for this date (%)	75

STATE	
Data as of March 22, 2016	
Number of Stations Reporting	89
Average snow water equivalent (Inches)	24.9
Percent of April 1 Average (%)	89
Percent of normal for this date (%)	90

Statewide Average: 89% / 90%

Data as of March 22, 2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND THE
MONO COUNTY PUBLIC WORKS**

This Agreement is entered into by and between the National Park Service (hereinafter "NPS") and the Mono County Public Works Department (hereinafter "Mono County").

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to document the relationship and establish the standards, terms, and conditions under which the NPS has authorized the Mono County to assist with snow removal along State Highway 120 over Tioga Pass and within Yosemite National Park.

Nothing in this Agreement shall require the agencies to obligate or transfer funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

ARTICLE II – AUTHORITY

The Act of August 25, 1916, 16 U.S.C. § 1, 2-4 and amendments thereto, authorizes the NPS to promote and regulate the use of the federal areas known as national parks, monuments, and reservations by such means and measures as conform to the fundamental purpose of the parks, monuments and reservations, which purpose is to conserve the scenery and natural and historic objects and wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.

ARTICLE III – STATEMENT OF WORK

A. The Mono County Public Works Department will:

1. Provide the NPS with snow removal services to assist in the spring opening of the Tioga Road corridor. The Mono County will commence snow removal services starting at the east park boundary at Tioga Pass and terminate when Tioga Road becomes passable for vehicular traffic. Snow removal will be performed on the Tioga road and NPS crews will clear side roads, campgrounds and housing areas.
2. All snow removal will be performed at or above the same operating and safety standards for snow removal as that established under the Tioga Pass Road Opening Plan. All snow removal equipment will only work and travel within the paved road prism of Tioga Road.
3. Mono County will provide equipment at its expense including daily operation, maintenance and repair or replacement costs. Mono County will ensure inspection of equipment for OSHA compliance and suitability. Additionally, the on-site contact will be responsible for participants' compliance to the Tioga Pass Road Opening Plan. Mono County employees will be covered by current County workers compensation insurance.

4. The Roads and Trails Branch Chief, Gene Smith, has the responsibility to coordinate snow removal operations and work scheduling between NPS and Mono County crews.

B. The National Park Service will:

1. Provide Avalanche Training at no cost to Mono County Public Works Department.

ARTICLE IV – CONDITIONS OF AGREEMENT

1. The parties involved are prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation.
2. Mono County shall exercise snow removal operations subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this memorandum. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the memorandum.
3. If any provision of this memorandum shall be found to be invalid or unenforceable, the remainder of this memorandum shall not be affected and the other provisions of this memorandum shall be valid and be enforced to the fullest extent permitted by law.
4. Mono County Public Works Department Director is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this memorandum may result in the immediate suspension or revocation of the memorandum.
6. This memorandum may be revoked at the discretion of the Superintendent upon 24 hours' notice, or without notice if damage to resources or facilities is threatened or occurs, notwithstanding any other term or condition of the memorandum to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of Mono County, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by Mono County in connection herewith, and Mono County hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. The person named or designee on the memorandum as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals with Mono County involved with snow removal operations on Tioga Road. Mono County will designate, in writing, an individual responsible that will be on-site during operations.
9. As a condition of acceptance of this memorandum by Mono County and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any

contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.”

10. Nothing herein contained shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
11. This memorandum may not be transferred or assigned without the prior written consent of the Superintendent.

ARTICLE V – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communication between parties involved and the work being performed. They are:

1. **For the NPS:**

Don L. Neubacher
Superintendent
Yosemite National Park
P.O. Box 577
Yosemite, CA 95389
E-mail: don_neubacher@nps.gov
Telephone: (209)372-0201
Facsimile: (209)372-0220

Ron Borne
Chief, Facilities Management
Yosemite National Park
P.O. Box 700
El Portal, CA 95318
E-mail: ron_borne@nps.gov
Telephone: (209)379-1063
Facsimile: (209)379-1066

Gene Smith
Roads and Trails Branch Chief
Yosemite National Park
P.O. Box 700
El Portal, CA 95318
E-mail: gene_smith@nps.gov
Telephone: (209) 379-1075
Facsimile: (209) 379-1143

2. **For Mono County Public Works Department:**

Jeff Walters
Director
Mono County Public Works
P.O. Box 457

Bridgeport, CA 93517
E-mail: jwalters@mono.ca.gov
Telephone: (760) 932-5440
Facsimile: (760) 932-5441

Communications – Mono County Public Works will address any communication regarding this Agreement to the key officials. Communications that relate solely to routine operational matters described in the current work plan may be sent to Gene Smith, Roads and Trails Branch Chief (209-379-1075).

Changes in Key Officials – Neither the NPS or the Mono County may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – PRIOR APPROVAL

A. N/A

ARTICLE VII – PROPERTY UTILIZATION

A. N/A

ARTICLE VIII – MODIFICATION AND TERMINATION

A. Only a written instrument executed by the parties may modify this Agreement.

Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE IX – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior – Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Public Information Release

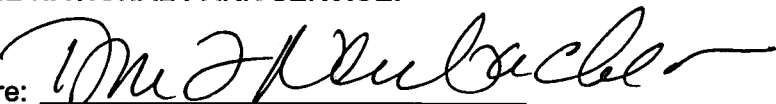
1. Public Information

Yosemite National Park will provide information to the public regarding the project and the efforts of park partners in improving visitor services.

Article X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: 
Name: DON C. NEUBACHER
Title: SUPERINTENDENT
Date: 4/11/16

FOR THE MONO COUNTY PUBLIC WORKS DEPARTMENT:

Signature: _____
Name: _____
Title: _____
Date: _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

Departments: Public Works - Engineering Division

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd

SUBJECT Stock Drive Realignment Project – 0.3 Acre Right-of-Way Acquisition

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

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

FISCAL IMPACT:

The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The impact to the Airport Enterprise Fund is \$37,000 to acquire land and approximately \$7,000 in surveying, title, and escrow fees.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.924.1802 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Exhibit 1 - Purchase and Sale Agreement

History

Time	Who	Approval
4/14/2016 6:04 AM	County Administrative Office	Yes
4/11/2016 1:23 PM	County Counsel	Yes
4/14/2016 1:29 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 • www.monocounty.ca.gov

Date: April 19, 2016

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, Assistant Public Works Director

Re: Stock Drive Realignment Project – 0.30 Acre Right-of-Way Acquisition

Recommended Action:

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

Fiscal Impact:

The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The impact to the Airport Enterprise Fund is \$37,000 to acquire land and approximately \$7,000 in surveying, title, and escrow fees.

Background:

The Stock Drive Realignment Project will realign approximately 575 linear feet of Stock Drive and Court Street adjacent to the southern property boundary of Bryant Field. Both roadways are public streets which provide access to the airport and to the community of Bridgeport. The completed project will move a portion of Stock Drive so that a 15-foot high vehicle traveling on Stock Drive will not penetrate the Part 77 approach and departure surfaces for Runway 34 and reconstruct the Court Street/State Highway 182 intersection. An Initial Study and Mitigated Negative Declaration has been prepared and adopted for this project.

The project requires the division of APN 08-111-12 into two parcels, one comprising the .30-acre area to be acquired by the County; the approval by the property owner and the County of a Purchase and Sale Agreement governing the terms of the transaction; the acceptance and recordation of a deed transferring the .30 acres to the County; and any incidental and related actions or approvals (such as approval of escrow instructions, recording a Record of Survey, etc.) that may be necessary to complete the transaction. The proposed resolution attached would approve and authorize the Public Works Director to execute a Purchase and Sale Agreement, execute a Certificate of Acceptance for .30 acres, and take such other incidental and related actions as are necessary to complete the property purchase.

Please contact me at 760.924.1802 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE
Assistant Public Works Director

Attachments: Resolution Authorizing Public Works Director Approval of Right-of-Way Acquisition
Exhibit 1 – Purchase and Sale Agreement
Exhibit 2 – Sample Certificate of Acceptance



RESOLUTION NO. R16-___

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE
A PURCHASE AGREEMENT AND ACCEPT AND CONSENT TO RECORDATION
OF A DEED FOR THE ACQUISITION OF .30 ACRES OF LAND FROM APN 08-111-12
NECESSARY FOR THE REALIGNMENT OF STOCK DRIVE NEAR
BRYANT FIELD AIRPORT IN BRIDGEPORT**

WHEREAS, Stock Drive, near Bryant Field Airport in Bridgeport, requires realignment in order to provide travel capacity for a 15-foot-high vehicle without penetrating the Part 77 approach and departure surfaces of runway 34; and

WHEREAS, to accommodate the realignment, the County desires to acquire a .30-acre portion of APN 08-111-12 (hereinafter the "Property"); and

WHEREAS, the .30-acre portion of the Property to be acquired by the County (hereinafter referred to as the "Parcel") is described in the Purchase and Sale Agreement attached hereto as Exhibit 1 and incorporated by this reference; and

WHEREAS, in accordance with Government Code section 66426.5 (part of the Subdivision Map Act) a parcel map is not required for a division of land for sale to a governmental entity, unless public policy considerations make it necessary; and

WHEREAS, the proposed division of land has been reviewed by Mono County Land Development Technical Advisory Committee (LDTAC), consisting of the Mono County Public Works, Environmental Health, and Planning Departments; the LDTAC identified no public policy justification for the preparation of a parcel map; and

WHEREAS, the Property's owner, the Lester G. Adams and Jean D. Adams Survivor's Trust, (hereinafter "Seller") wishes to sell the Parcel to County, and County wishes to purchase the Parcel, in accordance with the terms and conditions set forth in Exhibit 1; and

WHEREAS, under California Law, the Board of Supervisors may delegate to a County officer the authority to execute agreements and related documents and may authorize one or more officers to accept and consent to the recordation of a deed or grant transferring property to the County; and

WHEREAS, the Board of Supervisors wishes to authorize the Public Works Director to: execute the Purchase and Sale Agreement set forth as Exhibit 1; accept and consent to the recordation of a deed transferring the Parcel to the County; and take such other necessary and incidental actions as may necessary to complete the purchase; and

WHEREAS, the Parcel acquisition described herein was analyzed in the Mitigated Negative Declaration for the Stock Drive Realignment Project adopted by the Board of Supervisors on April 5, 2016 and there have been no changes or alterations that would require the preparation of a supplement to that analysis;

1 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO**
2 **FINDS AND RESOLVES** that:

3 **SECTION ONE:** Public policy does not require the preparation of a parcel map for acquisition
4 of the Parcel by the County.

5 **SECTION TWO:** The Purchase and Sale Agreement attached to this Resolution as Exhibit 1 is
6 hereby approved, and the Public Works Director is authorized to execute said agreement (including
7 approving any minor changes or correction, in consultation with County Counsel, as may be required).

8 **SECTION THREE:** Pursuant to Government Code Section 27281, the Public Works Director
9 is authorized to sign a Certificate of Acceptance (substantially in the form set forth in Exhibit 2,
10 attached hereto and incorporated by this reference) for conveyance of the Parcel to the County.

11 **SECTION FOUR:** The Public Works Director is further authorized to take such other actions
12 (e.g., releasing funds, executing escrow documents, approving and consenting to the recordation of a
13 Record of Survey) as may be necessary to close escrow on the purchase.

14 **PASSED, APPROVED and ADOPTED** this 19th day of April, 2016, by the following vote, to
15 wit:

16 **AYES:**
17 **NOES:**
18 **ABSENT:**
19 **ABSTAIN:**

20 _____
21 Fred Stump, Chair
22 Mono County Board of Supervisors

23 ATTEST:

24 APPROVED AS TO FORM:

25 _____
26 Clerk of the Board

27 _____
28 County Counsel

29 Attachments:

30 Exhibit 1 – Draft Purchase and Sale Agreement
31 Exhibit 2 – Certificate of Acceptance
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EXHIBIT 1

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this "Agreement") dated April 19, 2016, for reference purposes, is made by and between the Lester G. Adams and Jean D. Adams Survivor's Trust, ("the Seller") and the COUNTY OF MONO, a political subdivision of the State of California ("County").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are set forth below. All notices shall be in writing and delivered by first class mail, postage paid.

The Seller:

**Lester G. Adams and Jean D. Adams
Survivor's Trust
P.O. Box 26119
Las Vegas, NV 89126-0119
Attn: Vicki Kay Paulbick, Trustee**

County:

**County of Mono
Department of Public Works
Post Office Box 457
Bridgeport, California 93517
Attn: Garrett Higerd, Assistant
Director
Tel: (760) 932-5440
ghigerd@mono.ca.gov**

B. The Seller is the current owner of real property, which is described as Assessor's Parcel Number 008-111-012-000, located adjacent to County-owned land at the Bryant Field Airport in Bridgeport, California ("the Parcel"). County is aware of the existence of (and is a party to) the *United States of America v. Walker River Irrigation District, et al.* currently before the 9th Circuit Court of Appeals.

C. The County has interest in acquiring a portion (approximately 0.30 acres) of the Parcel owned by the Seller and situated adjacent to Stock Drive, inclusive of any and all timber, oil, gas and minerals and water located thereon and all rights appurtenant thereto (referred to hereinafter as the "Property"). The Property is the subject of this Agreement. The Property is more fully described in Exhibit "A" attached

EXHIBIT 1

hereto and incorporated herein by reference; it is also depicted in the site plan attached hereto as Exhibit "B," and incorporated herein by reference.

D. The County's interest in acquiring the Property is for the purpose of realigning the adjacent Stock Drive in order to increase safety at the Bryant Field Airport, pursuant to Federal Aviation Administration (FAA) guidelines.

E. It is the intent of this agreement to provide the process, terms, and conditions for the purchase and sale of the Property.

TERMS AND CONDITIONS

The Parties agree as follows:

1. Purchase and Sale.

(a) Seller agrees to sell to County, and County agrees to purchase from Seller, the Property on the terms and conditions set forth herein. The date written above shall be the "Effective Date."

(b) Seller will convey the Property to County by grant deed subject to the terms and conditions of this Agreement.

2. Purchase Price.

(a) Subject to satisfaction or waiver of the contingencies specified in Section 3 of this Agreement ("Conditions of Closing"), Seller agrees to sell to County and County agrees to buy from Seller the Property for a purchase price equal to thirty-seven thousand dollars (**\$37,000.00**) (the "Purchase Price").

(b) Method of Payment. The Purchase Price shall be payable in cash on Close of Escrow (as defined below) after crediting any deposit made by County. The Escrow Holder shall disburse sales proceeds to the person or entity referred to herein as "Seller" (Lester G. Adams and Jean D. Adams Survivor's Trust).

3. Conditions of Closing. The Parties' respective obligations to close the purchase and sale of the Property shall be conditioned upon all of the following:

EXHIBIT 1

(a) Seller's and County's receipt of all necessary approvals and authorizations regarding each party's execution of this Agreement, and authorizations to bind each party to the obligations, terms and conditions contained herein. The Parties shall use best efforts to accomplish the foregoing as soon as reasonably practicable in an effort to complete the sale by May 19, 2016.

(b) County's receipt of a report from its planning agency pursuant to Government Code section 65402(a) determining that the location, purpose, and extent of the County's acquisition of the Property conforms with its general plan.

(c) Compliance with all applicable laws and regulations governing the purchase of the Property, including but not limited to the California Environmental Quality Act (CEQA) and Government Code Section 25350.

(d) County approval of the condition of title of the Property based on any preliminary title reports, surveys, and any other information prepared for the County or coming to the County's attention, whether recorded or not, that reasonably affects the condition of title.

(e) The applicability of section 66426.5 of the Subdivision Map Act which exempts divisions of land from the requirements for a parcel map if the property is acquired by a government entity, and compliance with all conditions of said applicability.

(f) County's ability to obtain title insurance policy at closing in a form acceptable to County.

If any of these conditions are not satisfied as of the date set forth above, if any, either party may terminate this Agreement by written notice to the other party and the Parties shall have no further obligations hereunder.

4. Escrow.

(a) The Parties shall open an escrow with Inyo-Mono Title Insurance Company ("Escrow Holder") for the purpose of closing the purchase and sale of the Property. A fully-executed copy of this Agreement shall be deposited with the Escrow

EXHIBIT 1

Holder for purposes of opening the escrow and providing instructions to the Escrow Holder. For those matters not specifically addressed herein, Escrow Holder's standard escrow instructions shall be applicable. Where there is a conflict between the provisions of this Agreement and the provisions of Escrow Holder's standard escrow instructions, the provisions of this Agreement shall control.

(b) Close of escrow shall occur within thirty (30) days after this Agreement has been executed, assuming all of the conditions set forth in Section 3 above have been satisfied or waived (hereinafter "Close of Escrow"). Prior to close of escrow, County shall deposit funds in the amount of the Purchase Price with the Escrow Holder, together with such additional escrow instructions or documents as are reasonable and necessary to carrying out the provisions of this Agreement.

5. **Title.** The County has obtained a Preliminary Title Report with respect to the Property (the "Title Report"). Subject to satisfaction or waiver of the contingencies specified in Section 3 of this Agreement ("Conditions of Closing"), County approves the condition of title and the exceptions set forth in the Title Report. Seller shall convey to County fee simple title free and clear of all monetary liens or encumbrances, including deeds of trust, except: (a) the lien for nondelinquent real property taxes; (b) the exceptions set forth in the Title Report; (c) the standard printed exceptions or exclusions on the form of title insurance policy issued for the Property (if any); and (d) any other matters approved by County, provided however that no such other County approvals shall have the effect of or be construed as waiving Seller's obligations under this section with respect to conveying free and clear title.

6. **Closing Expenses and Fees.** County shall pay all costs, expenses, and charges required for escrow and closing of this transaction.

7. **Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's

EXHIBIT 1

commission or finder's fee against one of the Parties to this Agreement, the party against whom the claim is asserted will hold the other party harmless from said claim.

8. **Time of the Essence; Dates.** Time is of the essence of this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the next day on which the public agencies and major banks are open for business.

9. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between County and the Seller pertaining to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10. **Representation by Counsel.** Seller acknowledges that this Agreement is entered into and executed voluntarily and without duress or undue influence on the part or on behalf of the County. The parties further acknowledge that they have been or have had the opportunity to be represented by legal counsel with respect to the negotiation and preparation of this Agreement or have knowingly waived their right to do so, and that they are fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party as the drafter of this Agreement.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

IN WITNESS of the foregoing provisions the Parties have signed this Agreement below:

EXHIBIT 1

THE SELLER:

COUNTY:

By: Vicki Kay Paulbick, Trustee
Lester G. Adams and Jean D. Adams
Survivor's Trust

By: Fred Stump, Chair
Mono County Board of Supervisors

APPROVED AS TO FORM:

Stacey Simon, Acting County Counsel

EXHIBIT 1

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY TO BE ACQUIRED BY MONO COUNTY

A parcel of land being located in a portion S 1/2 of the SW 1/4 of Section 28, T 5 N, R 25 E, MDM, in the County of Mono, State of California being more particularly described as follows:

COMMENCING at the 1/4 Section Corner S28/S33, said point being described in the BLM Dependent Resurvey and Subdivision of Section 28 accepted on July 26, 2002; thence N 67° 03' 43" W, 733.30 feet more or less to a 2" diameter aluminum cap as described on Record of Survey No. 32-96 recorded in Book 5 of Record of Surveys, at Pages _____, said point being on the southerly right of-way line of Stock Drive, said point being the TRUE POINT OF BEGINNING; thence along the following courses and distances as shown on Record of Survey No. 32-96 recorded in Book 5 of Record of Surveys, at Pages _____:

1. S 0° 25' 10" W, 10.00 feet; thence
2. S 89° 34' 21" E, 214.39 feet; thence
3. along a curve to the right with a radius of 170' thru an angle of 46° 14' 16" an arc distance of 137.19 feet; thence
4. S 43° 20' 05" E, 117.04 feet more or less to the northerly line of the property shown on Record of Survey No. 32-50 recorded on April 2, 1997 in Book 3 of Record of Surveys at Page 51; thence
5. along said line N 72° 23' 23" E, 23.14 feet more or less to the property line described in Grant Deed from Price to Adams recorded on January 16, 1976 in Book 195, Page 468 of Official Records; thence
6. along said line N 89° 56' W, 27.60 feet more or less to an angle point in said deed; thence
7. along the westerly line of said deed N 0° 16' 34" E, 140.00' feet more or less to the right-of-way line of Stock Drive as described in said deed; thence

EXHIBIT 1

8. along said right of way line of said deed N 89o 34' 21" W, 412.16 feet more or less to the TRUE POINT OF BEGINNING. Containing 0.30 acres.

The survey information for this description is based on or has been transcribed from said Record of Survey No.32-50 and/or from Record of Survey No. 32-____. Should any discrepancy exist between the information on said maps and on this description, the information on said maps shall prevail.



EXP DATE: 06/30/17

02/14/16

EXHIBIT 2

Certificate of Acceptance

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from the **Lester G. Adams and Jean D. Adams Survivor's Trust** to the County of Mono, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the Mono County Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on April 19, 2016, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

Attach Notary Acknowledgement



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

Departments: Board of Supervisors

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Chairman Stump

SUBJECT Irrigation of DWP Allotments

AGENDA DESCRIPTION:

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

Authorize letter concerning irrigation on DWP allotments within Mono County.

RECOMMENDED ACTION:

Authorize Chair's signature on letter concerning irrigation on DWP allotments within Mono County, and provide any desired direction to staff.

FISCAL IMPACT:

None to current budget but significant impact of over \$6 million of lost livestock production within Mono County.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 924.1814 / wsugimura@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter to DWP

History

Time	Who	Approval
4/14/2016 6:36 AM	County Administrative Office	Yes

4/12/2016 2:56 PM

County Counsel

Yes

4/14/2016 1:26 PM

Finance

Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Bob Musil, Clerk of the Board

April 19, 2016

James G. Yannotta
LADWP Manager of Aqueduct
300 Mandich St.
Bishop, CA 93514

Sent via Certified Mail #7006-2150-0002-9091-6020

RE: LADWP MANAGEMENT OF WATER RESOURCES IN MONO COUNTY

Dear Mr. Yannotta:

In October 2015, Mono County Supervisor Tim Alpers and I, along with County staff, met with you and your staff to discuss the need for more regular and collaborative communication. In particular, we emphasized the benefit of an early dialog and sharing of information regarding the state of the drought and its impact on the Los Angeles Department of Water and Power's (LADWP's) water management decisions, particularly in Long Valley.

The Mono County Board of Supervisors is now distressed to learn via constituents, rather than the LADWP, that agricultural lessees throughout Mono County received a notice denying all water allotments for agricultural operations. Similar to last year, we recognize the dire drought circumstances and the need to dramatically reduce water use. We also recognize that such reductions must consider all impacts to the environment and affected parties for which the LADWP is responsible, not just those resulting from court orders and past California Environmental Quality Act (CEQA) documents. These responsibilities include both agricultural lessees and habitat health for sensitive species such as the Bi-State distinct population segment of Greater Sage-grouse (Bi-State DPS).

As we stated in our letter last year, the water shutoff has the potential to cause over \$6 million of lost livestock production in Mono County and \$18 million between the two counties, with substantially greater unknown impacts related to economic activity and long-term costs to rebuild herds. We understand at least some agricultural operators in Long Valley, specifically, could "get by" on a minimal water allotment of ~2 acre-feet (AF) per acre of land for a limited time period to meet operational needs and provide habitat stewardship.

Our understanding from our Bi-State DPS conservation partners is that the Long Valley population has been declining steadily during the five-year drought, which is to be expected given the cyclic nature of the species' population dynamics and climatic regimes. However, the 62% decline in strutting males since 2012 emphasizes the need to support brood-rearing habitat to ensure the recruitment of chicks into the adult population, which has historically been a very successful life stage of the Long Valley population. The water necessary to support

this healthy brood-rearing habitat would also be minimal and similar to the needs of Long Valley agricultural operators – likely about 2 AF per acre of land for approximately a month (approximately mid/late June through mid/late July).

The Mono County Board of Supervisors desires to work collaboratively with the LADWP in the same manner that we have successfully worked with other conservation partners on the Bi-State DPS. It is worth noting that the LADWP's future is undeniably entwined with the US Fish and Wildlife Service's decision not to list the Bi-State DPS, especially without a finalized Habitat Conservation Plan. We believe collaborative engagement by the LADWP supports the Department's mission and is mutually beneficial. Mono County is willing to make the substantial effort to communicate and collaborate, and we again call upon the LADWP to do the same.

Please contact me (760.914.1294, fstump@mono.ca.gov), Supervisor Alpers (760.937.0385, taplers@mono.ca.gov), or County staff Wendy Sugimura (760.924.1814, wsugimura@mono.ca.gov) to discuss these matters by April 26, 2016.

Respectfully,

Fred Stump, Chair

cc: LADWP Commissioners

Steve Nelson/Sherri Lisius, Bureau of Land Management
Ted Koch/Steve Abele, U.S. Fish & Wildlife Service (Reno)
Tim Taylor/Scott Gardner, California Dept. of Fish &
Phill Kiddoo, Great Basin Unified Air Pollution Control District
Thomas Moore/Thad Heater, Natural Resources Conservation Service, California & Nevada

Marcie Edwards, LADWP General Manager

Ed Armenta, Inyo National Forest
Nathan Reade, Inyo-Mono Agricultural Commissioner
Matt Kingsley, Inyo County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

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: 1.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
4/5/2016 4:39 AM	County Administrative Office	Yes
4/4/2016 6:51 AM	County Counsel	Yes
4/5/2016 8:19 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

Departments: County Counsel

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
4/14/2016 6:14 AM	County Administrative Office	Yes
4/13/2016 11:54 AM	County Counsel	Yes

4/13/2016 8:08 AM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 19, 2016

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Ray Terns v. County of Mono.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
4/14/2016 5:51 AM	County Administrative Office	Yes
4/13/2016 5:44 PM	County Counsel	Yes
4/13/2016 1:37 PM	Finance	Yes