



# AGENDA

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

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

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

### Regular Meeting April 14, 2015

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

and number of persons wishing to address the Board.)

2. **APPROVAL OF MINUTES - 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. **Employment Agreement for Leslie Chapman**

Departments: County Administrator's Office/Human Resources

Proposed resolution approving a contract with Leslie Chapman as Finance Director, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Approve Resolution #R\_\_\_\_\_, approving a contract with Leslie Chapman as Finance Director and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The total cost for remainder of fiscal year 14/15 is \$34,720 of which \$23,228 is salary, \$4,984 is the employer portion of PERS, and \$6,508 is the cost of benefits. The cost for a full fiscal year is \$210,626 of which \$139,368 is salary, \$31,416 is the employer portion of PERS, and \$39,842 is the total cost of benefits.

B. **PERS Contract Amendment**

Departments: Finance

(Leslie Chapman) - Proposed Resolution 15-\_\_ Authorizing a Correction to the Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Mono.

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

**Fiscal Impact:** This is a contract correction with no fiscal impact.

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. **Updated House and Property Numbering Ordinance**

Departments: Information Technology, County Counsel, Public Works

15 minutes

(Christian Milovich) - Board's consideration of ordinance amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code pertaining to and in reference to house and property numbering.

**Recommended Action:** Introduce, read title, and waive further reading of Ordinance #ORD15- of the Mono County Board of Supervisors Amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code Pertaining to and in Reference to House and Property Numbering. Provide any desired direction to staff.

B. **Trails West, Inc. Request for Encroachment Permit Fee Waiver**

Departments: Clerk of the Board

10 minutes (5 minute presentation; 5 minute discussion)

(Larry Schmidt, Marker Installation Coordinator) - Trails West, Inc., a non-profit volunteer organization engaged in marking the historic Sonora Pass Emigrant Trail is requesting a waiver of Mono County Encroachment Permit fees. This item is being sponsored by Chairman Fesko.

**Recommended Action:** Approve request for waive encroachment permit fees.

**Fiscal Impact:** The loss in revenue would be less than \$500.

C. **Authorization to Provide an official name for the Mountain Gate Project and Install a Dedication Monument and Plaque**

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Vianey White) -

Several Walker community members and local organizations have been instrumental in the creation and completion of the Mountain Gate Phase 1 and Phase 2 projects and the Northern Mono County Chamber of Commerce (NMCC) would like to recognize them by installing a dedication monument near the amphitheater and a dedication plaque in the existing informational kiosk. The attached Exhibit 1 provides information on the size, location, and inscriptions anticipated for the monument and plaque. The Antelope Valley RPAC recently voted unanimously in support of naming the park, "Mountain Gate Park on the West Walker River Parkway."

The NMCC would like to schedule the dedication ceremony for Saturday May 23<sup>rd</sup>, 2015, from 11am – 2pm. Construction on the Mountain Gate Phase 2 Fishing Access Project is scheduled to be completed by Monday, May 18<sup>th</sup>, 2015 (weather permitting).

**Recommended Action:**

Approve the Northern Mono Chamber of Commerce's request to officially name the Mountain Gate Phase 2 Fishing Access Project, "Mountain Gate Park on the West Walker River Parkway" and to install a dedication monument near the amphitheater and plaque at the existing informational kiosk during a dedication ceremony on Saturday May 23<sup>rd</sup>, 2015, 11am-2pm. Provide any desired direction to staff.

**Fiscal Impact:**

There will be no impact to the General Fund.

**D. Proposed re-configuration of County Offices in Bridgeport**

Departments: County Administrator's Office

45 minutes (15 minute presentation; 30 minute discussion)

(Jim Leddy) - Review of proposed re-organization of Mono County Bridgeport County Offices

**Recommended Action:** Review proposed phased approach to consolidation of County offices in Bridgeport; Direct Staff to proceed with the required steps (highlighted in Section A of this report – Re-organization outline timeline) and authorize the CAO to sign the lease agreement with the Mono County Office of Education. Or Direct staff to consider and bring forward alternative options for reorganization; provide direction to staff. Or Direct staff to discontinue efforts for office re-organization.

**Fiscal Impact:** There is no fiscal impact from discussing this item. Should Board approval be given to direct re-organization process, a financial estimate is reflected in Section B and includes costs for moving, savings estimates for departments and ongoing costs after re-organization. Should plan be enacted as presented Annual county savings estimated at \$54,452 with a one time cost of \$52,912.

**E. Board of Supervisors Ad Hoc EMS Subcommittee**

Departments: Public Health/Emergency Medical Services

20 minutes

(Lynda Salcido, Public Health/EMS Director) - The Board of Supervisors will discuss and potentially take action with respect to aspects of the recently formed Ad Hoc Emergency Services Committee, including but not limited to scope of work, membership and goals and give direction to staff.

**Recommended Action:** Potentially take action with respect to aspects of the recently formed Ad Hoc Emergency Services Committee including but not limited to scope of work, membership and goals and give direction to staff.

**Fiscal Impact:** None

**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): Marshall Rudolph, John Vallejo, Leslie Chapman, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**B. Closed Session - Initiation of Litigation**

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

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

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

**D. Closed Session - Conference With Legal Counsel**

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

**E. Closed Session - Conference with Legal Counsel**

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. Facts and circumstances: personnel complaint.

**F. Closed Session - Performance Evaluation**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

**REGULAR AFTERNOON SESSION**

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

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

**13. REGULAR AGENDA - AFTERNOON**

**A. Amendment to Sierra Center Mall Lease to Add Suite 207**

Departments: District Attorney

Proposed amendment to Lease with Old Mammoth Highmark Associates pertaining to the lease of 926 additional square feet in the Sierra Center Mall designated as "Suite 207" for use by the Mono County Investigative Unit (MCIU).

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

**Fiscal Impact:**

No General Fund Impact. Leased space is approximately \$3,668.00 per month, which includes the CAM, for a total of \$18,344.005 for the remaining 2014-2015 budget. This amount is included in the District Attorney's grant funding. Annual cost is approximately \$44,016 and will continue to be paid from the JAG grant, CalMet and Asset Forfeiture.

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 14, 2015

**Departments:** County Administrator's Office/Human Resources

**TIME REQUIRED**

**SUBJECT** Employment Agreement for Leslie  
Chapman

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Leslie Chapman as Finance Director, and prescribing the compensation, appointment and conditions of said employment.

### RECOMMENDED ACTION:

Approve Resolution #R\_\_\_\_\_, approving a contract with Leslie Chapman as Finance Director and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

### FISCAL IMPACT:

The total cost for remainder of fiscal year 14/15 is \$34,720 of which \$23,228 is salary, \$4,984 is the employer portion of PERS, and \$6,508 is the cost of benefits. The cost for a full fiscal year is \$210,626 of which \$139,368 is salary, \$31,416 is the employer portion of PERS, and \$39,842 is the total cost of benefits.

**CONTACT NAME:** Jim Leddy

**PHONE/EMAIL:** (760) 932-5414 / jleddy@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

[Employment Agreement with Leslie Chapman Cover Memo](#)

[Employment Agreement with Leslie Chapman Resolution](#)

[Employment Agreement with Leslie Chapman Contract](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/11/2015 6:13 PM	County Administrative Office	Yes
4/8/2015 4:37 PM	County Counsel	Yes
4/1/2015 5:41 PM	Finance	Yes



## **COUNTY OF MONO** – *County Administrative Office*

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517**  
**(760) 932-5412 ☐ FAX (760) 932-5411**

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**Jim Leddy**

*County Administrative Officer*  
760.932.5414 / 760.924.1703

**Vacant**

*Director of Human Resources/Risk Management*  
760.932.5413

To: Honorable Board of Supervisors  
From: Jim Leddy, County Administrator  
Date: April 14, 2015  
Subject: At-Will Employment Agreement of Leslie Chapman

**Recommendation:** Approve the At-Will Employment Agreement of Leslie Chapman, in the position of Director of Finance, at a salary of \$11,614 per month for a full time appointment effective May 1, 2015 for a three (3) year term.

**Background:** Leslie Chapman has served as Finance Director since May 1, 2013. This contract would provide a new three year contract for her in that position.

**Discussion:** Leslie Chapman has been an outstanding Finance Director whose commitment and service to the people of Mono County continues to be reflected in her work product. Through very difficult budget times, Ms. Chapman, through her leadership of the Finance department, has provided the County with invaluable services expanding the efforts at fiscal accountability and transparency. This contract is a flat extension in time with no salary increase which is reflective of Mono County's ongoing fiscal constraints and in no way a reflection on Ms. Chapman's abilities and services.

**Fiscal Impact:** The total cost for remainder of fiscal year 14/15 is \$34,720 of which \$23,228 is salary, \$4,984 is the employer portion of PERS, and \$6,508 is the cost of benefits. The cost for a full fiscal year is \$210,626 of which \$139,368 is salary, \$31,416 is the employer portion of PERS, and \$39,842 is the total cost of benefits.

If you have any questions about this contract renewal, please feel free to contact me at (760) 932-5414.



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**RESOLUTION NO. R15-**

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

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

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Timothy E. Fesko, Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

## **AGREEMENT RE EMPLOYMENT OF LESLIE CHAPMAN**

This Agreement is entered into this 14 day of April 2015, by and between Leslie Chapman and the County of Mono.

### **I. RECITALS**

The County wishes to continue to employ Ms. Chapman as its Director of Finance on the terms and conditions set forth in this Agreement. Ms. Chapman wishes to accept such continued employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be May 1, 2015, until April 30, 2018, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Chapman in writing no later than November 1, 2017, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Chapman shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Chapman that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Chapman as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing May 1, 2015, Ms. Chapman shall continue to be employed by Mono County as its Director of Finance, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Chapman accepts such continued employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Chapman's employment.
3. Effective May 1, 2015, Ms. Chapman's salary shall continue to be \$11,614 per month. Ms. Chapman understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County. The Board may unilaterally increase Ms. Chapman's compensation in at its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and

potential re-negotiation with respect Ms. Chapman's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Ms. Chapman in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Chapman shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Chapman understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Chapman was already entitled to for the 2015 calendar year under her former employment agreement.)
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Chapman's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Chapman shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.5% at 55 for Ms. Chapman), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R14-54 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Chapman understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Chapman cease

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

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

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

11. Ms. Chapman may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Chapman shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Chapman. It specifically supersedes the employment agreement between the parties dated April 16, 2013. Consistent with Ms. Chapman's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Chapman may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Chapman's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Chapman's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Chapman's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Ms. Chapman acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Chapman further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of

this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement shall be deemed executed as of May 1, 2015.

LESLIE CHAPMAN

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_  
By: Timothy E. Fesko, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
MARSHALL RUDOLPH



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 14, 2015

**Departments: Finance**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Leslie Chapman

**SUBJECT** PERS Contract Amendment

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### AGENDA DESCRIPTION:

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

Proposed Resolution 15-\_\_ Authorizing a Correction to the Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Mono.

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### RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

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### FISCAL IMPACT:

This is a contract correction with no fiscal impact.

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**CONTACT NAME:** Leslie Chapman

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

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

### SEND COPIES TO:

Leslie Chapman  
Stacey Westerlund

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

- [PERS Amendment Cover Memo](#)
- [PERS Amendment Resolution](#)

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/8/2015 2:12 PM	County Administrative Office	Yes
4/9/2015 8:28 AM	County Counsel	Yes
4/8/2015 11:54 AM	Finance	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

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*Assistant Finance Director  
Treasurer-Tax Collector*

*Leslie L. Chapman, CPA  
Finance Director*

*Roberta Reed  
Assistant Finance Director  
Auditor-Controller*

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

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

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: April 14, 2015

**Subject:**

PERS contract amendment resolution

**Recommendation:**

Adopt proposed resolution, and provide any desired direction to staff.

**Background:**

As your Board knows, the County recently adopted a contract change with PERS that allows the Deputy Sheriff's Association (DSA) to contribute an additional 7% to PERS in exchange for a 5% salary increase. While the County and PERS both agreed that this change would only affect members of the DSA, the existing PERS contract still says "local sheriff members," which includes all law enforcement. Since this was an oversight by PERS, they provided the attached Resolution which corrects the problem without changing the effective date of the new contract.

**Fiscal Impact:**

There is no fiscal impact from this change.

**RESOLUTION  
AUTHORIZING A CORRECTION TO THE  
AMENDMENT TO CONTRACT  
BETWEEN THE  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
AND THE  
BOARD OF SUPERVISORS  
COUNTY OF MONO**

WHEREAS, the Board of Supervisors of the County of Mono, hereinafter referred to as Public Agency, and the Board of Administration of the Public Employees' Retirement System entered into a contract effective January 1, 1946 providing for the participation of Public Agency in the Public Employees' Retirement System; and

WHEREAS, said contract was amended effective February 1, 2015; and

WHEREAS, due to an inadvertence, paragraph "13. o." read:

"Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 7% for local sheriff members."; and

WHEREAS, Section 20472 of the Government Code provides that errors in a contract may be corrected through contract correction amendments executed by the adoption of suitable resolutions by the contracting parties; and

NOW, THEREFORE, BE IT RESOLVED that said governing body of Public Agency authorizes, and it does hereby authorize, a correction to the amendment to contract effective February 1, 1 2015 as follows:

A. Paragraph 13. o. of said contract shall be changed as follows:

"Section 20516 (Employees Sharing Additional Cost):

"From and after the effective date of this amendment to contract, 7% for local sheriff members in the Mono County Sheriff's Officers' Association. "

BE IT FURTHER RESOLVED, that the presiding officer of the governing body of Public Agency is hereby authorized, empowered, and directed to execute said amendment for and on behalf of Public Agency.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS  
COUNTY OF MONO

BY \_\_\_\_\_  
RENEE OSTRANDER, ASSISTANT DIVISION  
CHIEF  
CUSTOMER ACCOUNT SERVICES DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

Attest:

\_\_\_\_\_  
Clerk



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 14, 2015

**Departments: Information Technology, County Counsel, Public Works**

**TIME REQUIRED** 15 minutes

**PERSONS APPEARING BEFORE THE BOARD** Christian Milovich

**SUBJECT** Updated House and Property  
Numbering Ordinance

### AGENDA DESCRIPTION:

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

Board's consideration of ordinance amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code pertaining to and in reference to house and property numbering.

### RECOMMENDED ACTION:

Introduce, read title, and waive further reading of Ordinance #ORD15- of the Mono County Board of Supervisors Amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code Pertaining to and in Reference to House and Property Numbering. Provide any desired direction to staff.

### FISCAL IMPACT:

**CONTACT NAME:** Christian Milovich

**PHONE/EMAIL:** 760-924-1706 / cmilovich@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](#)
- [Exhibit 1 - Ordinance with Attachment A \(Chapter 15.20\)](#)
- [Exhibit 2 - Section 13.35.010](#)
- [Exhibit 3 - Section 17.16.250](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/9/2015 6:26 AM	County Administrative Office	Yes
4/8/2015 5:27 PM	County Counsel	Yes
4/8/2015 4:48 PM	Finance	Yes

**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputy County Counsels**  
John-Carl Vallejo  
Christian Milovich

**OFFICE OF THE  
COUNTY COUNSEL**

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

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Legal Assistant**  
Jennifer Senior

To: Honorable Board of Supervisors

From: Nate Greenberg, Information Technology Director  
Christian Milovich, Deputy County Counsel

Date: April 17, 2015

Re: Amendments to Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code pertaining to House and Property Numbering.

**Recommendation**

Introduce, read title, and waive further reading of ordinance amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code pertaining to and in reference to house and property numbering. Provide any desired direction to staff.

**Discussion**

Pursuant to Government Code sections 940-991, Chapter 15.20 of the Mono County Code focuses on the authority, methodology, and requirements for the addressing of houses and properties and the naming of streets with the purpose of locating them, especially during emergency response scenarios. The current language was codified in 1993 and requires modification to ensure consistency and compliance with modern methodologies and practices. The updated chapter is shown in Exhibit 1 and replaces the previously existing chapter in its entirety.

During the workshop on January 13, 2015, the Board reviewed and discussed these proposed changes. Subsequently, on February 17, 2015, the Department brought forward a final draft for the Board's consideration. The Board accepted the final draft. In the meantime, before the draft was agendized for adoption, Cal Fire implemented changes to the SRA Fire Safe Regulations increasing the minimum size of letters and numbers used for addresses and street and road signs to 4 inches. As a result, we further adjusted Chapter 15.20 to reflect the updated Cal Fire standards where applicable. We now present a revised final draft for the Board's consideration.

The updates proposed to sections 13.35.010 and 17.16.250 have not changed since they were submitted for the Board's consideration on February 17, 2015.

**Fiscal Impact**

None

**Attachments:**

- Exhibit 1 – Ordinance with Attachment A (Chapter 15.20)
- Exhibit 2 – Section 13.35.010 showing strike-through and updated language
- Exhibit 3 – Section 17.16.250 showing strike-through and updated language



ORDINANCE NO. ORD 15-\_\_

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 15.20, AND SECTIONS 13.35.010 AND 17.16.250 OF THE MONO COUNTY CODE PERTAINING TO AND IN REFERENCE TO HOUSE AND PROPERTY NUMBERING**

**WHEREAS**, Chapter 15.20 of the Mono County Code contains regulations for house and property numbering; and

**WHEREAS**, Sections 13.35.010 and 17.16.250 make necessary cross-references to the procedures for house and property numbering found in Chapter 15.20; and

**WHEREAS**, the Board of Supervisors wishes to amend Chapter 15.20 to provide a comprehensive system of house and property numbering to further emergency response and other public health and safety purposes; and

**WHEREAS**, the Board of Supervisors further wishes to make corresponding changes to Sections 13.35.010 and 17.16.250;

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

**SECTION ONE:** Chapter 15.20 of the Mono County Code is hereby amended in its entirety to read as set forth in Attachment "A", attached hereto and incorporated herein by this reference.

**SECTION TWO:** Chapter 13.35.010 of the Mono County Code is hereby amended to read as follows:

"Whenever the county director of transportation finds that a name should be adopted and applied to any public road in Mono County, or that the existing name of any public road in the county should be changed in order to avoid confusion and delay in emergency response to properties along the road, the director, in collaboration with the IT Director, shall develop a proposed name or new name for the road, as the case may be, and request the planning commission to conduct a public hearing to consider the proposed name in order for the commission to make a recommendation thereon to the board of supervisors."

**SECTION THREE:** Chapter 17.16.250 of the Mono County Code is hereby amended to read as follows:

1 "Streets that are extensions of or obviously in alignment with existing streets  
2 shall bear the names of existing streets. The names of new streets shall be  
3 subject to the approval of the Director of Transportation and IT Director,  
4 pursuant to Sections 13.35.10 and 15.20, and shall not duplicate the existing  
street names, except as provided above."

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

9 **PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of April, 2015 by the following  
vote, to wit:

10 AYES:  
11 NOES:  
12 ABSENT:  
ABSTAIN:

13 \_\_\_\_\_  
Timothy E. Fesko, Chair  
Mono County Board of Supervisors

14  
15 ATTEST:

APPROVED AS TO FORM:

16 \_\_\_\_\_  
17 Clerk of the Board

18 \_\_\_\_\_  
19 County Counsel

## Attachment A

### Chapter 15.20 HOUSE AND PROPERTY NUMBERING\*

#### Sections:

- 15.20.010 Purpose.**
- 15.20.020 Area Affected.**
- 15.20.030 Administration.**
- 15.20.040 Definition.**
- 15.20.050 Street naming standards and procedures.**
- 15.20.060 Addressing standards for Lots with one principal Building.**
- 15.20.070 Addressing standards for complexes & developments without Internal Street networks.**
- 15.20.080 Addressing standards for multi-family residence developments With internal street networks.**
- 15.20.090 Specifications for Address number.**
- 15.20.100 Specifications for Building letters.**
- 15.20.110 Section 15 Street signage standards, procedure, and specification.**
- 15.20.120 How and when to affix numbers.**
- 15.20.130 Implementation.**
- 15.20.140 Enforcement and Penalties.**

#### **15.20.010 Purpose.**

The purpose of this chapter is to establish a County-wide house and property numbering system that is consistent with Mono County General Plan Chapter 22 (Fire Safe Regulations) and the County 911 Emergency Response System. The specific objectives of this chapter are as follows:

- A. To provide Property Owners and the County with a convenient, accurate and systematic means of identifying property.
- B. To name new streets, and rename old streets with conflicting or duplicate names, in order to provide for the efficient provision of emergency services.
- C. To provide a means for expedient emergency response by all necessary emergency services.
- D. To establish a property location that will serve as an Emergency 911 Address.
- E. To assist in the proper delivery of utility and other services.
- F. To support the County's move to Enhanced 911.

**15.20.020 Area Affected.**

This chapter shall apply to and govern each and every Lot, parcel, or tract of land and improvement thereof, within the unincorporated areas of the County, in accordance with the implementation schedule set forth in section 15.20.130. The structure numbers on all residential, multi-family and commercial Buildings existing at the time this chapter is adopted will be checked to ensure conformance with the standards set forth in this chapter. If the existing structure number is found to be non-compliant, the Director may assign a new number as set forth herein. All new and future structures will be assigned a primary structure number in compliance with this chapter.

**15.20.030 Administration.**

The assignment of numbers and the maintenance of the records pertaining thereto are the responsibility of the Information Technology Department. The Director of Information Technology ("Director") shall be responsible for the administration of these standards and the maintenance of all maps and data relating to street names and addresses and will also determine if the assignment of names and numbers conforms to the standards set forth in this chapter. The Director shall notify Property Owners of the assignment of property numbers and the effective date of display of the numbers. It shall be the responsibility of the Property Owner to erect or install occupancy or structure numbers compliant with section 15.20.090 of this chapter and street naming signage compliant with section 15.20.110 of this chapter. The Director shall further assign numbers to all parcels created by any division of land. The Director may assign such additional numbers as are necessary to identify separate occupancies or structures and may consult with the appropriate Fire Protection District and the Mono County Sheriff's Department to help resolve addressing issues.

**15.20.040 Definitions.**

As used in this chapter:

- A. "Address" means a combination of a number, a street name and, when necessary, a unit number that is assigned to a parcel, structure, or unit within a structure, and is unique to it, to indicate its location.

- B. "Adjoining" means having a common boundary for at least twenty-five feet.
- C. "Building" means any structure used or intended for sheltering or supporting any use or occupancy.
- D. "Principal Building" means a Building that is large enough or used in such a way that, in the Director's judgment, it requires a separate address. Mobile homes are Principal Buildings.
- E. "Contrast" with regard to colors used for the numbers, means two dissimilar colors that, when viewed alongside each other, distinctly oppose each other, allowing them to be visible to the naked eye and that stand out against the prevailing background.
- F. "Driveway" means a vehicle way that provides access, primarily for the occupants, from a Street into a Lot or complex and that:
  - a. Has a ramp for its entrance from the Street; and
  - b. Provides access to no more than two separate dwellings or addressed structures or to any number of dwellings or addressed structures within a single complex or development.
- G. "High Rise" means a multi-level Building greater than 3 stories.
- H. "Internal Street" means a street within a multi-family development or complex or other development or complex that provides access to the development or complex from a Driveway.
- I. "Lot" means a parcel of real property.
- J. "Property Owner" means the person, firm, corporation or partnership that the latest county tax assessment rolls shows as the owner or long-term lessee.
- K. "Primary Driveway" means the primary point of access to a Lot identified by Property Owner.
- L. "Street" means a right-of-way or Street easement, whether public or private, that provides vehicular access to abutting property.
- M. "Structure" means a Building, modular or the like, which is assembled or constructed on the ground, or attached to anything with a foundation on the ground. This includes mobile homes and manufactured housing regardless of their method of attachment.

**15.20.050 Street naming standards.**

This section pertains to the standards which apply when naming streets. Regulations pertaining to the process and procedure for the adoption of street names are set forth in Chapter 13.35 or Subdivision Map Act and Section 17.16.250 of this Code.

All Streets that serve three or more properties under different ownership will be named regardless of whether the ownership is public or private.

- A. Driveways shall not be named.
- B. A Street name assigned by the County shall not constitute or imply acceptance of the Street into the County's road system.
- C. There shall be no duplication of names by sound or spelling (e.g. Pine Road and Pine Lane, or Beach Street and Beech Street).
- D. When a proposed Street is in general alignment with an existing Street, and the proposed Street is to be a continuation of the existing Street, the existing name and designation should be maintained.
- E. Each Street will have the same name throughout its entire length.
- F. No Street name shall be over sixteen (16) characters in length. In counting characters, spaces between words shall be included, but Street name suffixes (e.g. road, drive, lane, circle) shall not be included.
- G. Address plans shall be submitted with the Tentative Map and before submittal of a Final Map; the sub-divider shall submit a Street Naming and Addressing Plan to the Information Technology Department. In addition, if any Property Owner proposes to locate or construct a new road (private or public), the Property Owner shall submit a Street Naming and Numbering Plan to the Information Technology Department. Address plans must be approved prior to Map Recordation.

**15.20.060 Addressing standards for Lots with one Principal Building.**

The following standards shall apply when assigning numbers to Buildings, dwellings, or other structures when only one principal Building is on the property:

- A. Official property numbers shall proceed from a logical point of origin. Each Street will have a point of origin as a zero starting point for Address numbers.
- B. All dead end Streets and cul-de-sacs shall begin with ascending numbers at the open end that connects to another street.
- C. Allowances shall be made for vacant Lots in order that numbers may be properly assigned for future development.
- D. Numbers will be assigned along both sides of a Street. Odd-numbered Addresses will be assigned on the North side of East-West Streets and on the West side of North-South Streets. Even-numbered Addresses will be assigned on the South side and East side, respectively.
- E. Numbers shall be established based on the front entrance from the Street as designated by the County.
- F. The number shall be displayed upon the front of the Building and/or on the side facing the Street throughout the year in summer and winter. The number shall be plainly visible from the Street. Houses that are set back out of view from the Street shall place a sign at the Driveway entrance upon which shall be affixed the specified numbers.
- G. For Lots that are accessed by multiple Driveways, a Primary Driveway shall be identified, which will be used for Address assignment. Such access points are subject to review and approval of the Director to ensure they are accessible to emergency service providers.
- H. The assignment of a building number/Address is required prior to the issuance of a building permit.

**15.20.070 Addressing standards for complexes and developments without Internal Street networks.**

The following standards apply to multi-family residential complexes or developments or any other complex or development that is serviced by a common

Driveway or Driveways and parking area(s), without Internal Streets (for purposes of this section "Complex"):

- A. Each Complex must have a County approved name designating it, which shall be made known at the time of permit application. This name shall be preserved, utilized, and prominently displayed at the Complex. The Address for the Complex shall be prominently displayed as well.
- B. For Complexes that are accessed by multiple Driveways, the County shall designate a primary access point associated with the Driveway that most directly accesses the manager's unit or main office; this Building will be used for Address assignments and shall be known as the "Primary Driveway". Such access points are subject to review and approval of the County.
- C. A multi-family dwelling structure such as an apartment Building will be assigned one Street Address, and individual numbers for each unit, by the County.
- D. If more than one Building is present in a Complex, each Building must be assigned a Building letter or number per the standards set forth in Section 15.20.050 G.
- E. Each entrance serving a separate occupant, shall be assigned a unique Unit Number, however, it will maintain the Address of the property upon which it is built and the letter of the Building it is in. (Example: 24 Public Road, Building A, Unit 103).
- F. Unit designators shall be as follows: Ground level floor numbers - #101, #102, #103, Second floor numbers-#201, #202, #203. Additionally, all floor levels are to follow this scheme. Underground floor designator shall follow the same scheme with the exception of having "U" for a prefix, for example #U101, #U102, etc.
- G. Unit numbers shall be at least four inches (4") in height, made of a Contrasting color to the background, and placed next to the door.
- H. Mobile home parks shall be assigned one Address based on the location of the Primary Driveway. Individual numbering of each mobile home space must be determined and provided to the County before an Address will be issued to the park. (Example: 24 Public Road, Lot 1).
- I. In the case of mall or a shopping center, the Owner of any business that is located within such mall or shopping center shall display the legally assigned space or unit number at the main entrance to the business. Additionally, the Owner of each business shall display the

legally assigned number on the rear door to the Building in numbers that are not less than (4") inches in height.

- J. The assignment of an Address is required prior to the issuance of a building permit. The Director will approve each address, including building letters and unit numbers.

**15.20.080 Addressing standards for complexes and developments with Internal Street networks.**

The following standards apply to multi-family residential complexes or developments or any other complex or development that is serviced by a common Driveway or Driveways and parking area(s) but which has Internal Streets (for purposes of this section "Complex").

The Complex shall use the Address assigned to the property during the construction phase of the project only. After the project has been built, the 'parent' address is retired and superseded by the individual unit address. All structures, dwellings, common-area facilities, alarms, and other infrastructure must comply with the following:

- A. Whenever a network of named Streets exists within a Complex, the Street names shall be utilized in the Addressing of the structures they service. All Street names must comply with Section 15.20.060.
- B. The Address shall be displayed upon the front of the Building and/or on the side facing the Street. The number shall be plainly visible from the Street. All numbers shall meet the standards discussed in this chapter.
- C. Each entrance serving a separate occupant within each Building shall be assigned a unique Address based on the location of the Driveway or garage that services said unit. Numbers shall be displayed according to the standards set forth in section 15.20.090.
- D. The assignment of building numbers and Addresses is required prior to the issuance of a building permit.

**15.20.090 Specifications for Address numbers.**

Address numbers shall comply with the following specifications:

- A. Address numbers shall be made of durable material.

- B. Address numbers shall be depicted in Arabic numerals or shall be the English words for such numbers.
- C. Address numbers shall be clearly visible from the Street during both summer and winter months but no digit or letter shall be smaller than (4") inches in height.
- D. Structures located more than 50 feet from the Street and/or not clearly visible from the Street shall comply with the above standard by maintaining a post at the intersection of the Driveway and Street. Said post shall be at least three feet (3') in height of durable material with Address numbers posted on it. Said numbers shall be at least four inches (4") in height. In all cases, a larger number than the minimum size may be required where the minimum size does not provide adequate identification.
- E. The color of the Address numbers shall Contrast with the immediate background so as to be easily readable.
- F. It shall be unlawful to cover or conceal, or to permit the obstruction of the Address numbers. All numerical identifications must be easily identifiable without obstruction of view.
- G. It shall be unlawful to post numbers other than the primary Address.
- H. All old numbers shall be removed when a new Address number has been assigned in accordance with this chapter.
- I. The Property Owner shall maintain numbers in such a manner that they continue to comply with the foregoing specifications.
- J. Structure numbers and unit designators, as viewed from the Street, shall not be obstructed from view.

**15.20.100 Specifications for Building letters.**

- A. Each Building in a multi-building development or complex shall receive a unique letter, beginning with A. Alternatively, Buildings may be given names, but the first letter of the name shall not be used in the name of any other Building in that complex or development. (Ex. A, B, C, ... or Aspen, Birch, Cherry,);
- B. Buildings shall be lettered in alphabetical order as you drive through the complex.

- C. Building letters are to be at least one foot (1') in height, made of contrasting color, and shall be conspicuously located and placed on the side of the Building facing the Driveway or Street at least 10' off the ground so as to clearly identify the Building they relate to year-round.

**15.20.110 Street signage standards, procedure, and specifications.**

Installation and maintenance of Street name signs will be done as follows:

- A. In subdivisions, the Property Owners' association (or other similar entity) which represents the Property Owners in the subdivision, or the Property Owners in said subdivision (if there is no Property Owners' association or similar entity) shall be responsible for installing and maintaining street name signs with the approved name of the Street and the intersecting Street in accordance with the specifications in this chapter. The foregoing shall not apply where a Street is County-maintained, or intersects with a County-maintained Street at the intersection.
- B. In all other cases, the Property Owners adjoining the Street shall be responsible for installing signs with the approved name of the Street and the intersecting Street in accordance with the specifications set forth in this chapter. The County will only be responsible for installing Street name signs for County-maintained Streets.
- C. No occupancy permits for any Building or Buildings to be erected shall be issued until such time as the Street name signs are installed.
- D. Street signs shall meet all State and County Standards.
- E. Signage must conform to all applicable State and County standards, including standards set forth in The Manual Uniform Traffic Control Devices:
  - a. **Posts and Mountings** shall be permanent and durable. Post materials shall consist of a standard 4x4 wood post or alternate materials or construction that meet nationally accepted breakaway standards.
  - b. **Mounting height:**
    - i. Rural Areas: A minimum of 5 feet, measured vertically from the bottom of the sign to the elevation of the near edge of the pavement.
    - ii. Business, commercial or residential areas where parking or pedestrian movements are likely to occur: 7 feet,

measured vertically from the bottom of the sign to the elevation of the near edge of the traveled way.

**c. Orientation:**

- i. Business or commercial areas: Street Name signs shall be placed on diagonally opposite corners.
- ii. Residential areas: at least one Street Name sign shall be mounted at each intersection. They shall be mounted with their faces parallel to the streets they name.
- iii. At intersection crossroads where the same road has two different street names for each direction of travel: both street names may be displayed on the same sign along with directional arrows.

**d. Sign Lettering:** Lettering on post-mounted Street Name signs shall be composed of initial upper-case letters at least 6 inches in height and lower-case letters at least 4.5 inches in height. On multi-lane streets with speed limits greater than 40 mph, the lettering on post-mounted Street Name signs shall be composed of initial upper-case letters at least 8 inches in height and lower-case letters at least 6 inches in height.

Option: For local roads with speed limits of 25 mph or less, the lettering on post-mounted Street Name signs may be composed of letters at least 4 inches in height.

**e. Retroreflectivity and Illumination:** Street Name signs and object markers shall be retroreflective or illuminated to show the same shape and similar color by both day and night.

**f. Lateral Offset:** Street Name signs shall be installed in urban areas at all street intersections regardless of other route signs that might be present and should be installed in rural areas to identify important roads that are not otherwise signed. All supports should be located as far as practical from the edge of the shoulder.

**15.20.120 How and when to affix numbers.**

- A. Numbers shall be affixed within 60 days after assignment and in accordance with this chapter, or as otherwise authorized by the Director.

**15.20.130 Implementation.**

- A. **New Streets and Addresses:** All Streets or Lots created following adoption of this chapter shall comply with the standards set forth herein. In situations where such assignment would result in incongruity amongst the existing numbering system, a temporary Address may be assigned and later replaced with a permanent, compliant Address.
- B. **Existing Streets and Addresses:** Unless otherwise authorized by the Director, Streets and structures that are not in compliance with the standards set forth in this chapter will be changed per resolution, adopted with or pursuant to this chapter.

**15.20.140 Enforcement and penalties.**

In the event that any number assigned to any structure under this chapter or under a resolution adopted pursuant to this chapter, is not affixed thereto in accordance with the requirements of this chapter, the Property Owner may be subject to administrative citation in accordance with chapter 1.12.

## Exhibit 2

### Chapter 13.35 - NAMING AND RENAMING OF PUBLIC ROADS

#### Sections:

#### **13.35.010 - Finding by director of transportation.**

Whenever the county director of transportation finds that a name should be adopted and applied to any public road in Mono County, or that the existing name of any public road in the county should be changed in order to avoid confusion and delay in emergency response to properties along the road, the director, **in collaboration with the IT Director**, shall develop a proposed name or new name for the road, as the case may be, and request the planning commission to conduct a public hearing to consider the proposed name in order for the commission to make a recommendation thereon to the board of supervisors.

*(Ord. 06-09 § 2 (part), 2006.)*

## Exhibit 3

### Chapter 17.16 - SUBDIVISIONS—REQUIREMENTS AND IMPROVEMENTS

#### Sections:

#### 17.16.250 - Street names.

Streets that are extensions of or obviously in alignment with existing streets shall bear the names of existing streets. The names of new streets shall be subject to the approval of the ~~road commissioner~~ **Director of Transportation and IT Director, pursuant to Sections 13.35.10 and 15.20**, and shall not duplicate the existing street names, except as provided above.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 14, 2015

**Departments: Clerk of the Board**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD**

Larry Schmidt, Marker Installation Coordinator

**SUBJECT** Trails West, Inc. Request for Encroachment Permit Fee Waiver

**AGENDA DESCRIPTION:**

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

Trails West, Inc., a non-profit volunteer organization engaged in marking the historic Sonora Pass Emigrant Trail is requesting a waiver of Mono County Encroachment Permit fees. This item is being sponsored by Chairman Fesko.

**RECOMMENDED ACTION:**

Approve request for waive encroachment permit fees.

**FISCAL IMPACT:**

The loss in revenue would be less than \$500.

**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

[Trails West Letter](#)

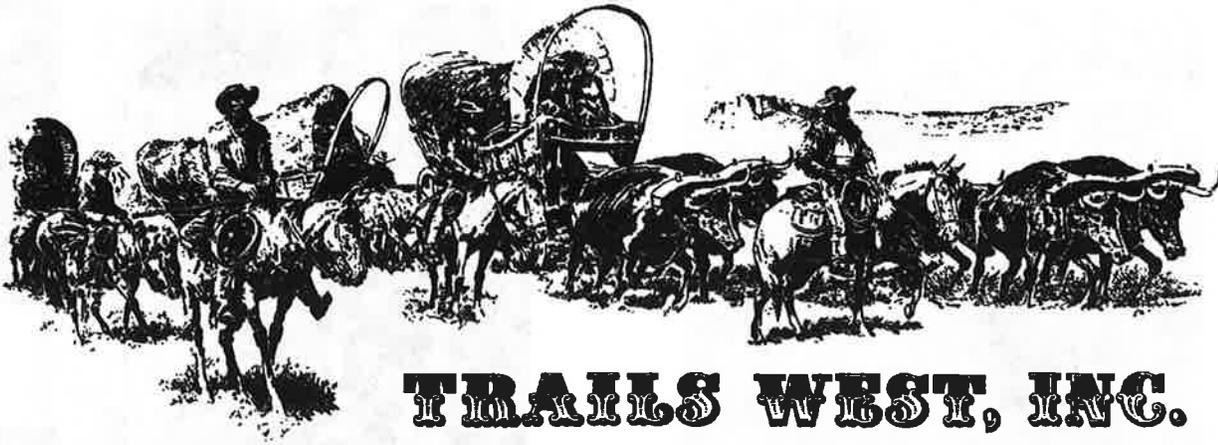
History

Time

Who

Approval

4/1/2015 3:35 PM	County Administrative Office	Yes
4/8/2015 4:43 PM	County Counsel	Yes
4/8/2015 4:46 PM	Finance	Yes



## **TRAILS WEST, INC.**

P.O. BOX 12045, RENO, NV 89510

March 28, 2015

To: Mono County Board of Supervisors,

Re: Request for Mono County Encroachment Permit Fees waiver.

Trails West, Inc., a non-profit volunteer organization engaged in marking the historic Sonora Pass Emigrant Trail, hereby requests a waiver of Mono County Encroachment Permit fees.

Trails West plans to install two "T" markers constructed of railroad track steel on the corridor of the Sonora Pass Emigrant Trail. These markers are proposed for the edge of the rights-of-way on Topaz Lane and Larson Lane. Each marker has an aluminum plate engraved with an appropriate emigrant diary quote. After completing the marking, Trails West plans to prepare a driving guide. This guide will cover the Sonora Route from Fort Churchill, NV to Sonora, CA. The trail marking coupled with the guide will provide another reason for tourists to visit Mono County.

Submitted by:

Larry Schmidt 775-781-8688 [Lpschmidt@gmail.com](mailto:Lpschmidt@gmail.com)

Marker Installation Coordinator

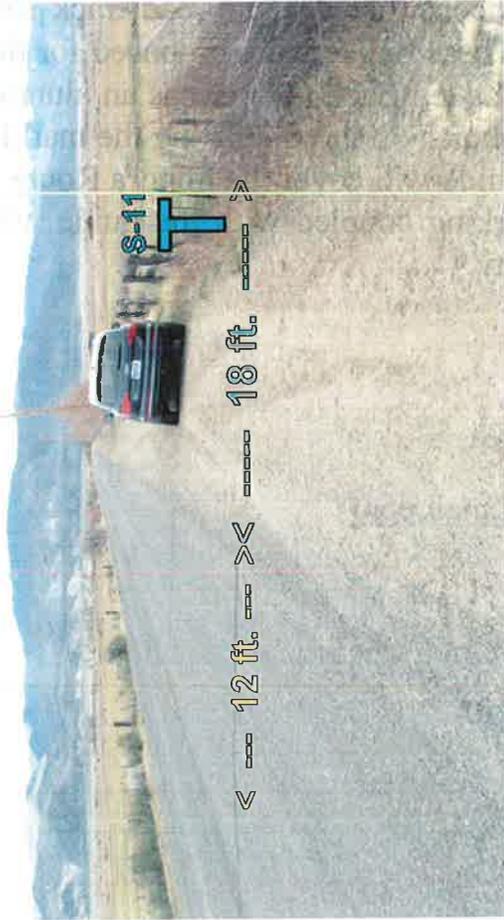
**Trails West, Inc.**

P.O. BOX 12045

Reno, NV 89510

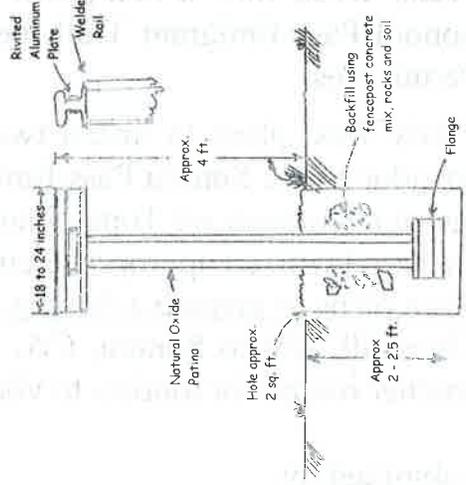
[www.emigrantrailswest.org](http://www.emigrantrailswest.org)

Topaz Lane  
0.3 miles east of U. S. 395



"T" Marker

Installation consists of a marker constructed of welded steel railroad rail. An aluminum plate inscribed with a quotation from an emigrant journal is riveted to the top crossbar.



Trails West, Inc.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 14, 2015

**Departments: Public Works**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD**

Vianey White

**SUBJECT** Authorization to Provide an official name for the Mountain Gate Project and Install a Dedication Monument and Plaque

---

**AGENDA DESCRIPTION:**

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

Several Walker community members and local organizations have been instrumental in the creation and completion of the Mountain Gate Phase 1 and Phase 2 projects and the Northern Mono County Chamber of Commerce (NMCC) would like to recognize them by installing a dedication monument near the amphitheater and a dedication plaque in the existing informational kiosk. The attached Exhibit 1 provides information on the size, location, and inscriptions anticipated for the monument and plaque. The Antelope Valley RPAC recently voted unanimously in support of naming the park, "Mountain Gate Park on the West Walker River Parkway."

The NMCC would like to schedule the dedication ceremony for Saturday May 23<sup>rd</sup>, 2015, from 11am – 2pm. Construction on the Mountain Gate Phase 2 Fishing Access Project is scheduled to be completed by Monday, May 18<sup>th</sup>, 2015 (weather permitting).

---

**RECOMMENDED ACTION:**

Approve the Northern Mono Chamber of Commerce's request to officially name the Mountain Gate Phase 2 Fishing Access Project, "Mountain Gate Park on the West Walker River Parkway" and to install a dedication monument near the amphitheater and plaque at the existing informational kiosk during a dedication ceremony on Saturday May 23<sup>rd</sup>, 2015, 11am-2pm. Provide any desired direction to staff.

---

**FISCAL IMPACT:**

There will be no impact to the General Fund.

---

**CONTACT NAME:** Vianey White

**PHONE/EMAIL:** 760-932-5446 / vwhite@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

- [Mtn Gate Ph2 - Staff Rpt Dedication Plaque and Park Name 2015-04-14](#)
- [Mtn Gate Ph2 - Exhibit 1 Dedication Plaque and Park Name 2015-04-14](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/7/2015 11:00 AM	County Administrative Office	Yes
4/8/2015 4:42 PM	County Counsel	Yes
4/8/2015 4:13 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** April 14, 2015  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Vianey White  
**Re:** Consider and possibly approve the Northern Mono Chamber of Commerce's (NMCC) request to;

- (1) Provide the Mountain Gate Phase 2 Fishing Access Project with an official park name.
- (2) Install a dedication monument and plaque onsite during a dedication ceremony on Saturday May 23<sup>rd</sup>, 2015.

### **Recommended Action:**

Approve the Northern Mono Chamber of Commerce's request to officially name the Mountain Gate Phase 2 Fishing Access Project, "Mountain Gate Park on the West Walker River Parkway" and to install a dedication monument near the amphitheater and plaque at the existing informational kiosk during a dedication ceremony on Saturday May 23<sup>rd</sup>, 2015, 11am-2pm. Provide any desired direction to staff.

### **Fiscal Impact:**

There will be no impact to the General Fund.

### **Background:**

Several Walker community members and local organizations have been instrumental in the creation and completion of the Mountain Gate Phase 1 and Phase 2 projects and the NMCC would like to recognize them by installing a dedication monument near the amphitheater and a dedication plaque in the existing informational kiosk. The attached Exhibit 1 provides information on the size, location, and inscriptions anticipated for the monument and plaque. The Antelope Valley RPAC recently voted unanimously in support of naming the park, "Mountain Gate Park on the West Walker River Parkway."

The NMCC would like to schedule the dedication ceremony for Saturday May 23<sup>rd</sup>, 2015, from 11am – 2pm. Construction on the Mountain Gate Phase 2 Fishing Access Project is scheduled to be completed by Monday, May 18<sup>th</sup>, 2015 (weather permitting).

Please contact me at 760-932-5446 or by email at [vwhite@mono.ca.gov](mailto:vwhite@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,

Vianey White  
Project Manager

Attachments: Exhibit 1



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

## EXHIBIT 1

The dedication monument is anticipated to be an approximately three foot diameter rock obtained from the Mountain Gate Park and will be installed near the new amphitheater.

Dedication Monument inscription shall be as follows:

**Mountain Gate Park  
Dedicated May 23, 2015 to  
Arden Gerbig  
Antelope Valley RPAC  
For their dedication and vision**

---

The dedication plaque is anticipated to be approximately 11 inches by 17 inches and made of brass or etched wood. The plaque will be installed inside one of the plexiglass cases in the existing informational kiosk adjacent to the park restroom.

Dedication Plaque inscription shall be as follows:

**Mountain Gate Park  
Dedicated May 23, 2015  
For their dedication and vision  
Arden Gerbig  
Bruce Woodworth  
Antelope Valley RPAC  
Tim Fesko  
Rose Murray  
Dave Murray  
Avery Gilleland  
Kelly Garcia  
Mike Katusich  
Bob Dunn  
Jim Shaw  
Vianey White  
Northern Mono Chamber of Commerce  
Dept. of Fish and Wildlife  
USMC Mountain Warfare Training Center**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 14, 2015

**Departments: County Administrator's Office**

**TIME REQUIRED** 45 minutes (15 minute presentation;  
30 minute discussion)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Jim Leddy

**SUBJECT** Proposed re-configuration of County  
Offices in Bridgeport

### AGENDA DESCRIPTION:

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

Review of proposed re-organization of Mono County Bridgeport County Offices

### RECOMMENDED ACTION:

Review proposed phased approach to consolidation of County offices in Bridgeport; Direct Staff to proceed with the required steps (highlighted in Section A of this report – Re-organization outline timeline) and authorize the CAO to sign the lease agreement with the Mono County Office of Education. Or Direct staff to consider and bring forward alternative options for reorganization; provide direction to staff. Or Direct staff to discontinue efforts for office re-organization.

### FISCAL IMPACT:

There is no fiscal impact from discussing this item. Should Board approval be given to direct re-organization process, a financial estimate is reflected in Section B and includes costs for moving, savings estimates for departments and ongoing costs after re-organization. Should plan be enacted as presented Annual county savings estimated at \$54,452 with a one time cost of \$52,912.

**CONTACT NAME:** Jim Leddy

**PHONE/EMAIL:** (760) 932-5414 / jleddy@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](#)

- [Bridgeport County Office Re-organization Cover memo](#)
- [BP office re-org Att A](#)
- [BP Office reorg Att B](#)
- [BP Office reorg Att C](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/9/2015 6:26 AM	County Administrative Office	Yes
4/9/2015 10:01 AM	County Counsel	Yes
4/8/2015 4:12 PM	Finance	Yes



# COUNTY OF MONO

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

Jim Leddy  
County Administrative Officer  
Acting Director of HR

April 8, 2015

To: Honorable Chair and Members of the Board of Supervisors

From: Jim Leddy, County Administrative Officer,  
Kathy Peterson, Social Services,  
Joe Blanchard, Facilities,  
Lynda Salcido, Public Health,  
Angelle Nolan, Animal Control,  
Scott Burns, Community Development,  
Leslie Chapman, Finance,  
Nate Greenberg, Information Technology

**SUBJECT:** Review of proposed re-organization of Mono County Bridgeport County Offices

**FISCAL IMPACT:** There is no fiscal impact from discussing this item. Should Board approval be given to direct re-organization process, a financial estimate is reflected in Section B and includes costs for moving, savings estimates for departments and ongoing costs after re-organization.

**RECOMMENDATION:**

- 1) Review proposed phased approach to consolidation of County offices in Bridgeport;
- 2) Direct Staff to proceed with the required steps (highlighted in Section A of this report – ***Re-organization outline timeline***) and authorize the CAO to sign the lease agreement with the Mono County Office of Education.  
**Or**
- 3) Direct staff to consider and bring forward alternative options for reorganization; provide direction to staff.  
**Or**
- 4) Direct staff to discontinue efforts for office re-organization.

**DISCUSSION:** In February 2014, the Board of Supervisors endorsed a series of energy efficiency/cost saving policies to ensure Mono County was effectively and efficiently using County buildings to maximize use at lowest energy and financial cost. This effort is ongoing. In addition to this effort, it has been a County goal to reduce costs associated with the old Mammoth Hospital building located at 221 Twin Lakes Road, Bridgeport through evacuation and ultimately demolition.

Since the completion of the Twin Lakes Annex in Bridgeport, the long term utility of the old hospital has been an ongoing point of discussion. The facility is no longer in use as a full hospital and is used as cold storage

and partially as a clinic. The building has a significant fiscal impact to the County's General Fund even with the extensive efforts by County Public Works Facilities Division to reduce energy use and maintenance costs.

In April of 2014, a multi-department working group was convened to discuss the possibility of reducing office costs for the County and exploring a partnership with the Mono County Office of Education to better utilize both entities office spaces. This group included staff from:

- Animal Control;
- Information Technology;
- Public Works;
- Facilities;
- Public and Environmental Health;
- Social Services;
- Building Department;
- Community Development;
- Behavioral Health;
- Finance; and,
- County Administrator's Office.

This group reviewed the various office and space needs for county departments in Bridgeport as well as the need to eliminate the fiscal and energy impacts of the continued use of the old hospital. This group met several times to ascertain potential impacts to staff and service models to constituents throughout 2014.

By reviewing each departments' needs and with the goal of reducing space costs, energy use as well as staff dispersal, a discussion with the Mono County Office of Education was initiated to explore a shared space office model. Currently, Social Services is located at 85 Emigrant Street in Bridgeport. Public Health and Animal Control are located in the Twin Lakes Annex adjacent to the old Hospital at 199 Twin Lakes Road. The Mono County Office of Education, located at 37 Emigrant Street, is also seeking to more effectively use office space and reviewed their needs.

In addition, in order to advance the closure of the old Hospital on Twin Lakes Road, Mammoth Hospital administration was contacted to ascertain their interest in movement of the Bridgeport Family Medicine (BFM) Clinic to a different facility within Bridgeport. These meetings yielded an interest in moving out of the old Hospital into the Twin Lakes Annex. This would serve both the ongoing County interest of efficiency and service levels, as well as maintain the Clinic's continued presence in Bridgeport.

After the conceptual discussion of space and service requirements, it was concluded moving County offices into the Mono County Office of Education building on Emigrant Street could yield savings for all agencies and a better use of General Fund and non-General Fund Resources. It could also enhance opportunities for improved service models, including co-location of staff. A potential consolidation would also further the efforts to reduce the use of the old Hospital located at 221 Twin Lakes Road, Bridgeport.

With conceptual understanding among MCOE, Mammoth Hospital and the County, further discussion was to ascertain costs of remodeling and moving including timeline and scope. Given the County's ongoing fiscal austerity especially within the General Fund, it was crucial to utilize as much as possible non-General Fund sources for the costs of remodel and movement. The timing of any proposed office move was paramount to ensure no disruption of services to the public and to minimize the impact to those employees of all three agencies.

The proposed reorganization advances this effort through a sharing of space among the Office of Education and the County by seeking to establish a lease of space from MCOE for office use and for the costs of janitorial services in the Library in Bridgeport. The concept would be to formalize in writing an arrangement for payment of staff costs for cleaning the Library space and the County would pay a minimal rent for use of the MCOE offices. (See financial spreadsheet in Section B below). In 1982, the County leased the land of the site for 40 years to MCOE. This Lease will need to be considered for amendment as part of this process.

From this initial review which included estimating the cost of remodel, moving expenses, and future lease/rent/janitorial costs, county departments could achieve financial savings on an ongoing basis and, by co-location, services provided by all agencies to the public will be maintained. Further, the ultimate goal of closure of the old Hospital would allow better use of the property in Bridgeport and allow the County to enter into a conversation with the community of Bridgeport through the Bridgeport Regional Planning Advisory Committee as to the highest and best use of the land. The closure would also create a savings for the General Fund primarily in the form of greatly reduced utility needs.

The following sections highlight the proposed steps required to proceed:

**Section A) Reorganization Steps Outline:**

**I) Policy Direction Phase –**

**a. Seek formal approval from Board of Supervisors, Mono County Office of Education Board and Mammoth Hospital District.**

- i. Present proposed plans for remodel and consolidation to MCOE and Mammoth Hospital District – adjust to accommodate both;
- ii. Submit Project Approval Form to County staff review committee on Facilities work needed;
- iii. Review and update any and all existing lease agreements between three agencies – Bring back to governing boards for adjustments as needed;
- iv. Refine financial estimates for all three agencies including remodel, move and future utility and cost savings;
- v. Negotiate new lease agreements, as needed. Bring to governing boards for approval.

**II) Remodel Phase**

**a. Move Animal Control from Twin Lakes Annex to Bridgeport Animal Shelter**

- i. Confirm space use at Bridgeport Shelter location

**b. Remodel Mono County Office of Education Bridgeport Offices to accommodate shared use by County departments and MCOE;**

- i. Complete plan design and approval by building officials;
- ii. Schedule work
- iii. Move offices

- c. Move Public Health from Twin Lakes Annex to remodeled MCOE.
- d. Move Social Services from current location to MCOE
  - i. Schedule move
  - ii. Convert over IT services including State CIV system required;
- e. Remodel Twin Lakes Annex building to facilitate movement of BFM Clinic from old Hospital to Twin Lakes Annex.
  - i. Confirm required State health agency approvals for BFM Clinic move
  - ii. Update lease agreements between Hospital District and County for move;
- f. Schedule movement of BFM Clinic into remodeled Twin Lakes Annex
  - i. Schedule and complete state and local inspections
- g. Move BFM Clinic to Twin Lakes Annex
- h. Reduce use of old Hospital
  - i. Maintain cold storage facility capacity for County offices until plan can be developed for Old Hospital evacuation and demolition;
  - ii. Develop alternative storage locations for departments cold storage needs;
  - iii. Remove all old medical equipment
  - iv. Develop plan to demolish and clean Old Hospital location
  - v. Bring back to Board proposed Old Hospital demolition plan

**Section B) Financial analysis of proposed re-organization:**

The following table reflects estimates for:

- **Direct Cost Allocation – FY 2014-2015 – Status Quo**
  - o Includes Utility allocation for buildings that will be vacated;
- **One-time costs of Re-organization–**
  - o Planning
  - o Remodel expenses including staff time;
  - o Moving costs
  - o Close down of Old Hospital
  - o Close down of current Social Services building;
- **Ongoing Costs for departments**
  - o Includes Utility allocation,
  - o Lease payments to Mono County Office of Education
  - o Property Liability insurance;
  - o Janitorial Services

<b>Section B – Financial analysis</b>				
<b>Department</b>	<b>Total Cost Allocation Bridgeport Space – FY 2014-2015</b>	<b>One- time costs</b>	<b>Ongoing new costs</b>	<b>Net Annualized Savings</b>
Public Health	\$24,497	\$10,000	\$12,562 <sup>1</sup>	\$11,935
Social Services	\$21,207	\$34,172 <sup>4</sup>	\$12,562 <sup>1</sup>	\$8,645
Facilities – Labor Contribution	-0-	\$8,740	-0-	-0-
Animal Control	\$2,872	-0-	-0-	\$2,872
Old Hospital	\$33,000	-0-	\$2,000 <sup>3</sup>	\$31,000
<b>Totals</b>	<b>\$81,576</b>	<b>\$52,912<sup>2</sup></b>	<b>\$27,124</b>	<b>\$54,452</b>
1 = Preliminary discussion amount for rent of MCOE for two departments. Cost would include utilities and Janitorial. 2 = Estimates of staff times and materials provided by Facilities and Information Technology costs; 3 = Estimated ongoing costs of ensuring cold storage use of hospital can be preserved until cold storage need re-allocated; 4 = One-time non-General Fund Costs to facilitate moving of Social Services				

**Section C) Proposed Timeline:**

May – June: Administrative steps - Negotiate lease paperwork with agencies  
 June – July: MCOE remodel  
 July - August: Move Public Health/Social Services/Animal Control  
 August - September: Remodel Twin Lakes Annex  
 September - October: Move Clinic to Twin Lakes Annex  
 October - November: Close Old Hospital/Old Social Services buildings

A working group of impacted departments would shepherd this process forward through the various stages to ensure completion.

If you have any questions please contact me at (760) 932-5414 or [jleddy@mono.ca.gov](mailto:jleddy@mono.ca.gov).

*Vol. 360*

**RECEIVED**

AUG 5 1982

VOL 360 PAGE 83

RECORDED IN MONO COUNTY CALIFORNIA

'82 JUL 30 PM 2 41

**PARKS and FACILITIES DEPT.** GROUND LEASE

*No Fee*

663

RENN NOLAN  
COURT REPORTER

THIS LEASE AND AGREEMENT, made and entered into this 1st day of July, 1982, by and between the COUNTY OF MONO, a political subdivision of the State of California, (hereinafter called "LESSOR"), and the MONO COUNTY BOARD OF EDUCATION and the MONO COUNTY SUPERINTENDENT OF SCHOOLS, (hereinafter called "LESSEE").

IT IS AGREED between the parties hereto as follows:

ARTICLE I  
DECLARATION

The parties mutually understand, except as expressly provided to the contrary in this lease, reference to "premises" is to the described land plus any described appurtenances, exclusive of any improvements now or hereafter located on the premises, notwithstanding that any such improvements may or shall be construed as affixed to and as constituting part of the real property, and without regard to whether ownership of the improvements is in the LESSOR or the LESSEE.

ARTICLE II  
DESCRIPTION OF LEASED PREMISES

LESSOR does hereby lease to LESSEE, and LESSEE hereby hires from LESSOR the following "premises" located in that certain area commonly called Courthouse Complex in Bridgeport, California:

That particular "premises" facing on Emigrant Street immediately contiguous to the existing Mono County Main Library facility, consisting of approximately 6,000 square feet and more particularly described in that particular plot plan attached as Exhibit "A". The "premises" is unimproved.

## AND FURTHER

Facing on Forest Trail that particular "premises" located in that certain area commonly called Mammoth Community Center in Mammoth Lakes, California consisting of approximately 5,000 square feet and more particularly described in that particular plot plan attached as Exhibit "B". The "premises" is unimproved.

## ARTICLE III

## TERM

1. The TERM of this lease shall be for a period of forty (40) years, commencing July 1, 1982, and ending June 30, 2022, unless sooner terminated in the manner and under conditions hereinafter provided, but in no event shall termination occur within the first twenty (20) years.

2. LESSOR hereby grants to LESSEE an option to extend this lease for a period to be determined and at a rental to be then determined, but otherwise on the same terms and conditions as herein contained. Said option shall be exercised by LESSEE by delivering to LESSOR notice in writing of its intent to exercise said option, said notice to be delivered not less than ninety (90) days before the expiration of the term provided above, whereupon LESSOR shall extend for an additional ten-year period, and the parties hereto shall be bound by all terms, covenants, and conditions hereof for said additional period and the parties shall use said period to negotiate and determine the rental and term then to be determined as herein provided. Failure to exercise the option shall terminate any further option right.

ARTICLE IV  
RENT

1. The rental during the term of this lease shall be the annual sum of \$ 1.00 per site.
2. The rent shall be an annual payment and shall be made at a time consistent with the obligation heretofore made, and as to any balance, consistent with the fiscal year requirements of both parties.
3. Receipt of the rent heretofore provided is acknowledged and any and all prepaid rental shall be credited in accordance with the terms thereof.

ARTICLE V  
UTILITIES

1. Utilities for any improvements constructed or installed on the "premises" are the obligation of LESSEE. Utilities include electrical power, heating fuel (now liquified petroleum), water and sewer service.

ARTICLE VI  
INSURANCE

1. Public liability insurance and other necessary insurance coverage will be carried by LESSEE on the "premises" and any improvements constructed or installed thereon by LESSEE with premium liability therefore the obligation of LESSEE; said insurance shall name LESSOR as an additional insured, and written indication of same shall be provided LESSOR on an annual basis.

ARTICLE VII  
USE OF LEASED PREMISES

1. The use of the "premises" shall be consistent with the

demands of LESSEE's governmental responsibilities subject to Article VIII herein.

ARTICLE VIII  
ALTERATIONS AND IMPROVEMENTS  
REPAIRS AND MAINTENANCE

1. LESSOR hereby grants to LESSEE the right to make installations, construct or locate buildings and improvements, both permanent and temporary, of a type necessary for the purpose of using the "premises" as provided in Article VII herein. It is mutually agreed that improvements which would cause material damage to the "premises" by removal become the property of LESSOR upon termination hereof. Examples of improvements which would become the property of LESSOR, but not limited to same, are: sewer and water installations, sidewalks, parking pavement areas, electrical installations and building foundations. Also, any building which cannot be separated from its foundation and moved with little damage to the structure itself will become the property of the LESSOR upon termination of the lease.

2. Notwithstanding the foregoing provisions, LESSEE agrees not to make any major installations or construct or locate buildings on the leased "premises" without the LESSOR's written consent or approval thereof.

3. All repairs and maintenance shall be the responsibility of LESSEE. LESSEE shall maintain and operate the "premises" in a neat, clean, orderly condition and free from fire or nuisance danger.

ARTICLE IX  
TERMINATION AND DEFAULT

1. The parties hereto agree that no termination of this lease and agreement shall occur during the period of the lease unless a default should occur.

2. Termination during any option period herein provided shall be subject to the instrument signed by the parties as a result of the exercise of said option.

3. DEFAULT:

(a) In the event LESSEE shall default in the performance of any condition or covenant in this lease (except payment of rent), LESSOR may, at its option, take such action as provided in Subparagraph 2 hereof; however, if rectification of the default occurs or is commenced within thirty (30) days after written notice and is prosecuted with diligence toward completion, such action may be waived.

(b) Default in the case of an annual installment of rent shall authorize LESSOR, at its option, to take such action as is authorized in Subparagraph 2 hereof, unless paid in full within thirty (30) days of written notice thereof, as provided herein.

(c) In the event of default in the payment of rent or any sum herein provided, or in the event of any other breach of this lease by LESSEE, then LESSOR, without prejudice to any right or remedy of LESSOR, and additional thereto, shall have immediate right of re-entry, and remove or otherwise direct all persons and personal property from leased "premises", store such personal property at cost of LESSEE, and if re-entry occurs by reason of this, or for any other legal reason, LESSOR may terminate this lease or without termination re-let the "premises" upon such terms and conditions as it may

deem advisable and with authority to make alterations and repairs, and LESSEE agrees it shall upon such re-letting or repossession:

(1) Be liable to pay to LESSOR, in addition to other indebtedness, costs for re-letting or possession hereunder, costs of repairs and alterations incurred, and the amount, if any, between any rent received in re-letting or possession hereunder and that heretofore agreed to be paid by LESSEE for said period.

(2) Agree, at the option of LESSOR, that any rents which might be received by re-letting or possession hereunder may be applied to any attendant obligation or cost of LESSOR as the same may relate to indebtedness between LESSEE and LESSOR, such as costs of re-letting or possession hereunder, payment of unpaid rent, or any future rents which may be due and payable hereunder.

(3) Agree that any election herein provided, taken by LESSOR, shall not be construed as an election by LESSOR to terminate this lease and agreement. Termination hereof can only be had by written notice thereof delivered to LESSEE as herein provided, unless by a court of competent jurisdiction. Should such termination by LESSOR occur, in addition to any other remedy available to LESSOR hereunder, LESSOR may recover damages which LESSOR may incur by reason

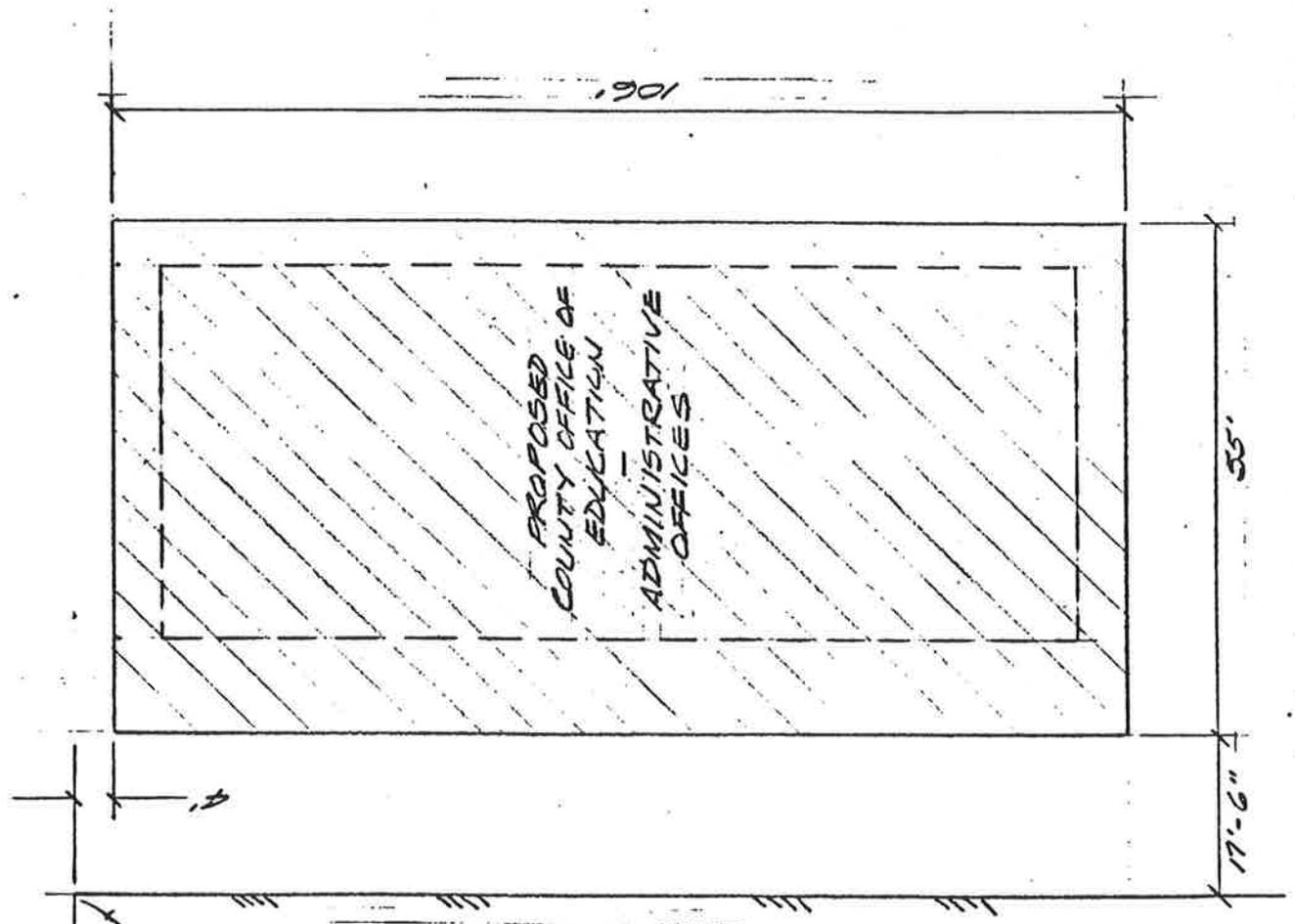
of said breach, including costs of repossession, and difference between actual rental due hereunder and reasonable value of the rental value of said "premises" for the remainder of the term, all of which are immediately due and payable from LESSEE to LESSOR.

ARTICLE X  
SUBLETTING, INSPECTION, NOTICES,  
DELIVERY AND WAIVER

1. No subletting or other occupancy shall occur hereunder without the written concurrence of LESSOR herein, delivered to LESSEE as provided herein.
2. Inspection: LESSOR, its duly authorized representatives, agents, contractors or assignees, shall, at any reasonable time under the circumstances, retain the right to inspect and examine the "premises" hereunder.
3. Notices: Any and all notices hereunder shall be served by personal service, or, in the alternative, by mailing a copy thereof by registered mail, return receipt requested, addressed to the last known address of the said LESSEE, or such address as LESSEE shall have notified pursuant hereto, in writing, and so delivered in person or by registered mail.
4. Service shall be as of the date of execution of the return receipt.
5. Delivery hereunder of any writing herein required shall be as if the same were "served" as herein required.
6. Subsequent or prior acceptance of rent at any time shall not constitute a waiver of the breach of any other conditon, covenant,



7-13-82



N.E. CORNER  
 MONO COUNTY  
 LIBRARY BLDG.

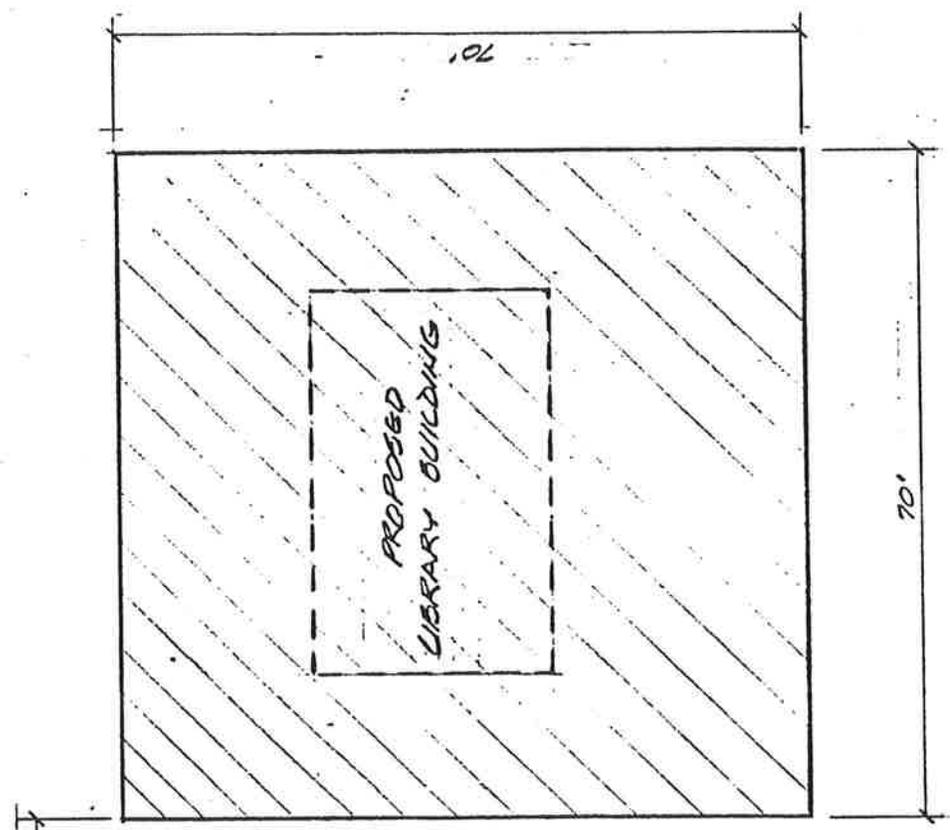
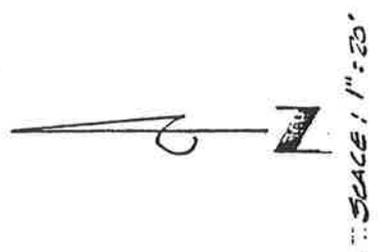
"EXHIBIT A"

LEASE AREA  
 5,830.90 FT.



SCALE: 1" = 20'

7.13.82



10'

20'

70'

70'

PROPOSED  
LIBRARY BUILDING

EXISTING N.E.  
CORNER - MAMMOTH  
COMMUNITY BUILDING

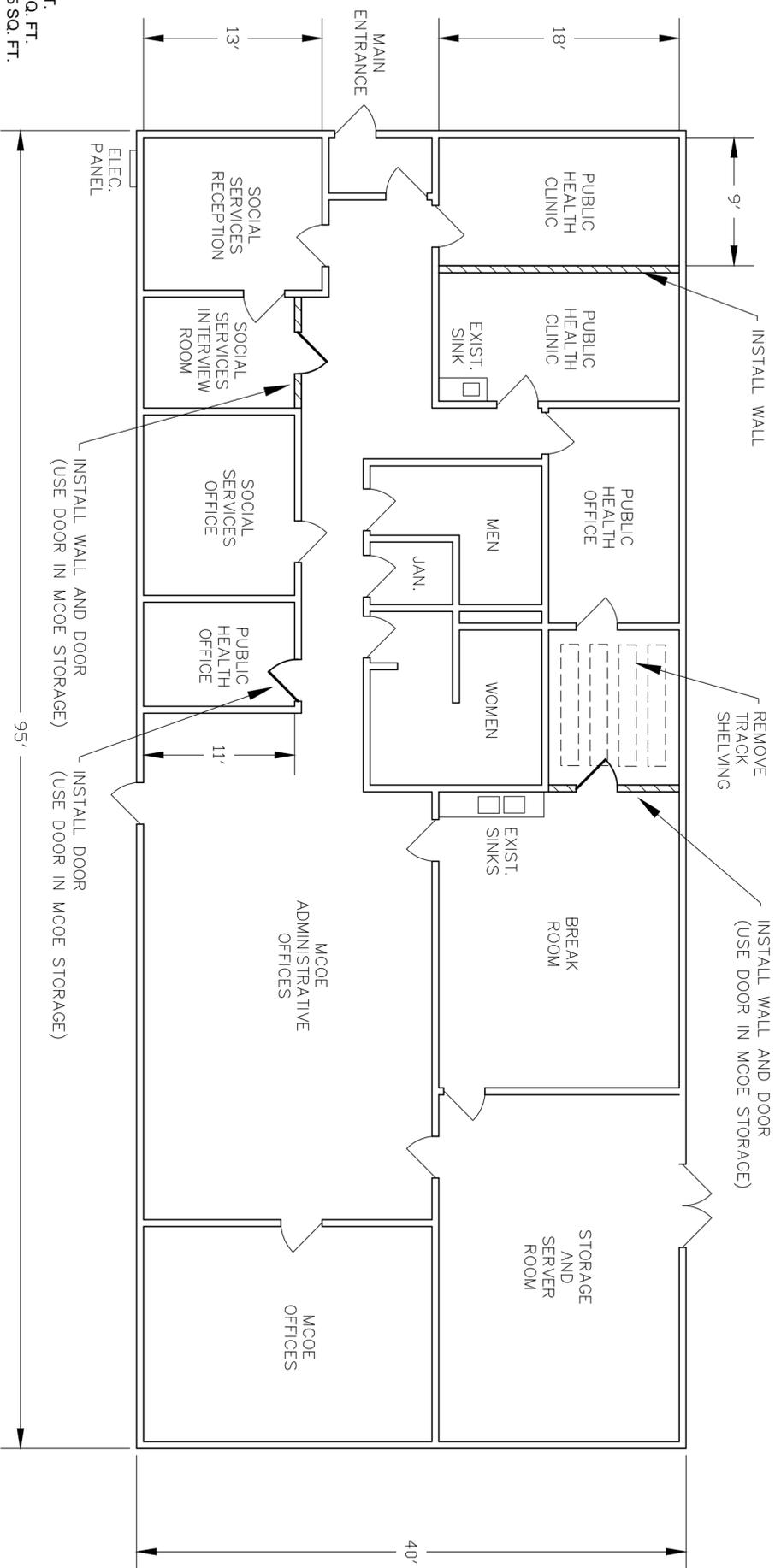
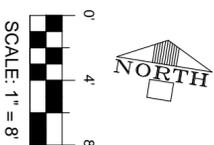
"EXHIBIT B"

LEASE AREA  
4,900 SQ. FT.



**PROJECT SUMMARY AND GENERAL NOTES:**

1. The scope of this project is the remodel of the Bridgeport Office of Education Building. This includes the removal and addition of several interior walls to accommodate future office relocation for County Social Services and Public Health Staff.
2. All work shall conform to the requirements of the 2012 Edition of the California Building Code (Title 24) for Type V-B construction, which adopts the 2010 UMC, 2009 UPC; the NEC, latest Edition, as well as all applicable County of Mono codes and ordinances.
3. The intent of the drawings is to include all labor, materials, and services necessary for the completion of all work shown, described, or reasonably implied, but not necessarily limited to that which is explicitly described in the plans.
4. Information regarding the site was obtained from available Mono County plans and records. The plan drafter has not verified all existing field conditions. Workers shall verify all dimensions; report all discrepancies to the plan preparer and proceed according to the project manager.
5. Workers shall provide all shoring and bracing required to protect and ensure safety of project work.
6. Workers shall, in the work of all trades, perform any and all cutting, patching, repairing, restoring, and the like necessary to complete the work and restore any damaged or affected surfaces resulting from this project to their original condition to the satisfaction of the project manager and facility manager. Any public or private property altered, damaged, or destroyed by site preparation, grading or construction shall be restored as part of the project scope.
7. Unless otherwise noted, dimensions are to the face of finish. Spacing of studs shall be 16" on center, U.O.N.. All lumber in contact with concrete or masonry shall be foundation grade redwood or pressure-treated Douglas Fir. All lumber shall be surfaced four sides. (S4S)
8. Except in areas scheduled as exposed structure, there shall be no exposed pipe, conduits, ducts, vents, etc.; all such lines shall be furred and finished. Provide fire dampers at penetrations of all 1-hour fire rated partitions and floor ceiling assemblies.
9. Dust control measures shall be applied during demolition and flooring sawcutting to reduce airborne contamination to surrounding offices and common areas.
10. Coordinate with Office of Education Staff to insure limited impact to visitors during all phases of construction. Construction signage and barriers shall be used to protect and warn visitors of hazards.



**APPROXIMATE AREAS:**  
 OVERALL BUILDING: 3800 SQ. FT.  
 PUBLIC HEALTH OFFICES: 678 SQ. FT.  
 SOCIAL SERVICES OFFICES: 385 SQ. FT.

MONO COUNTY DEPARTMENT OF PUBLIC WORKS  
 74 N. SCHOOL ST., P.O. BOX 457, Bridgeport, CA. 93517

Rev.	Revision Description

Issuance Date: 03/10/15  
 Drawn By: W. Lehmann, Engr Tech  
 Reviewed By: Joe Blanchard, Parks & Facilities Super.  
 Approved By: \_\_\_\_\_

**OFFICE OF EDUCATION BUILDING**  
 37 EMIGRANT ST., BRIDGEPORT, CA (APN 008-094-006)  
**PROPOSED REMODEL FLOOR PLAN AND DETAILS**

SHEET NO.

**2**  
 of 2





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 14, 2015

**Departments: Public Health/Emergency Medical Services**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Lynda Salcido, Public Health/EMS  
Director

**SUBJECT** Board of Supervisors Ad Hoc EMS  
Subcommittee

### AGENDA DESCRIPTION:

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

The Board of Supervisors will discuss and potentially take action with respect to aspects of the recently formed Ad Hoc Emergency Services Committee, including but not limited to scope of work, membership and goals and give direction to staff.

### RECOMMENDED ACTION:

Potentially take action with respect to aspects of the recently formed Ad Hoc Emergency Services Committee including but not limited to scope of work, membership and goals and give direction to staff.

### FISCAL IMPACT:

None

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

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

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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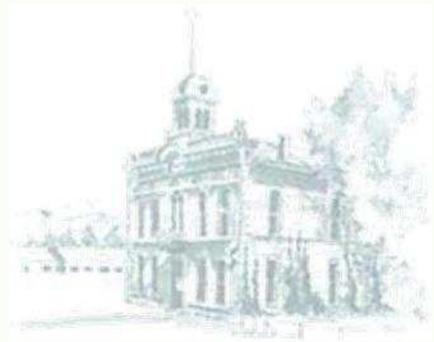
- [Staff Report](#)
- [EMS Ad Hoc Committee](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/9/2015 10:36 AM	County Administrative Office	Yes
4/9/2015 10:44 AM	County Counsel	Yes
4/9/2015 10:52 AM	Finance	Yes

# COUNTY of MONO

*DIVISION OF EMERGENCY MEDICAL SERVICES  
P.O. BOX 3329  
Mammoth Lakes, CA 93546  
(760) 924-1832 Fax (760) 924-1831*



April 8, 2015

TO: Honorable Board of Supervisors

FROM: Lynda Salcido, Mono County Public Health/EMS Director

SUBJECT: Board of Supervisors Ad Hoc Emergency Medical Services Committee

RECOMMENDED ACTION: The Board of Supervisors is requested to review the proposed scope of work, membership and goals of the Ad Hoc Emergency Medical Services Committee.

DISCUSSION: The Mono County Board of Supervisors recently voted to establish an Ad Hoc Emergency Medical Services Committee.

During the mid-year budget hearings on March 2, 2015, the Mono County Board of Supervisors voted to approve an additional \$225,326 to fill the budget deficit in the Emergency Medical Services Program, thus maintaining services although beyond the originally budgeted amount. This brought the total general fund contribution to this program to \$1,906,345 for fiscal year 2014/15.

Based on the long history of the EMS program, the unsustainable level of general fund impacts and the continuing concerns regarding the County's ability to maintain the program's current direction, the Board of Supervisors has established an AD Hoc Emergency Medical Services Committee. The Ad Hoc Committee will review all pertinent issues facing the program and invite in those parties which can provide the needed insight to the need for understanding services and possible options. As this is a Board created committee, it will be subject to the Brown Act and the meetings will be public.

This Board Ad Hoc Committee will investigate the current status of the EMS delivery system and make recommendations to the Board on how to best design a Mono County EMS delivery system that is of the highest quality, serves the entire County and is cost effective.

- Goals of Committee
  1. Analyze current model and cost
  2. Gather expert input
  3. Develop a series of options that will support a high quality, county wide and fiscally sustainable model for the future of EMS in all of Mono County
  4. Term of the committee – 6 months
- Potential members of this committee:
  - Tim Fesko, Board of Supervisors Chair, Chairperson
  - Lynda Salcido, Public Health/EMS Director, Vice Chair
  - Dr. R. Johnson, County Health Officer
  - Fred Stump, Vice Chair, Board of Supervisors

Rob DeForrest, EMS Manager  
Leslie Chapman, Mono County Director of Finance  
Frank Frievalt, Mammoth Fire Chief, representing county Fire Chiefs  
Mono County Paramedic Rescue Association representative  
Bob Rooks, retired paramedic, former EMS Manager  
Board of Supervisors recommendations, 1 each  
Other contributing members on an as needed basis, such as the County Counsel's office,  
the County Administrator's Office or other county departments.

Suggestions for background material to be shared with committee members prior to the first meeting include the following:

- The Mono County Exclusive Operating Area (EOA) Agreement
- The Fitch Report and other information on the history of the program not covered in the Fitch report
- The last 4 or 5 years of financials
- A staff report on what happens to the EOA if the County goes to Request for Proposals (RFP).
- Receive a copy of a staff report on the role of ICEMA if the County goes RFP.
- A staff report recommending a sustainable level of County financial support, if any, for the next 4 years.
- The current MOU. Include applicable sections of the Fair Labor Standards Act including the 80/20 rule.
- A staff report on the financial implications of the loss of CTO, if triggered next year, and the additional changes impending in the current MOU.
- A staff report on the comparative financial impacts of various service models.

FISCAL IMPACT: None at this time.

If you have any questions regarding this item, please call Lynda Salcido, 760-924-1842



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

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531

### EMS Ad-Hoc Committee

Things are still fluid but for the most part the following is stable.

#### Term of Committee

- End Date = 6 months from first meeting

#### Goals of Committee

1. Analyze current model and cost
2. Gather expert input
3. Develop a series of options that will support a high quality, county wide and fiscally sustainable model for the future of EMS in all of Mono County

#### Volunteers

- Each Supervisor appoints one volunteer to serve on the committee.
- A commitment on the Goals set forth by the Board of Supervisors and by the Committee.
- To encourage volunteers, where possible, volunteers can ride share with County staff to each meeting.
- A commitment for no more than 6 months is *required*. If the committee can complete its task sooner, then it will do so.
- A commitment to be prepared for each meeting (this includes reading material presented by staff before each meeting)

#### Staffing

- Seeing that this is a Board created committee, the committee is operated under the Board of Supervisors.
- All meetings are public meetings, subject to the Brown Act and duly noticed.
- Clerk of the Board (or their designate) will create all Agendas (with input by Chair/Vice Chair and Committee) and will be responsible for keeping all minutes.
- Website will be maintained by Clerk of the Board with agendas, minutes, other materials.

#### Meetings

- All meetings are presided over by the Chair, or Vice Chair in the case when the Chair is unavailable.
- The meetings will be held on the 1<sup>st</sup> and 3<sup>rd</sup> Thursdays of each month starting on April 23rd at 1 pm. Keep meetings to 2 hours but no more than 3 (as anything longer and we start losing attention of participants.)

- Taking into account that we have people coming from each end of the county to participate, the meetings are to be held in Lee Vining, at least to start. If the committee can function being in two separate locations (Mammoth and Bridgeport) and utilize video conferencing, then this is a possible option.
- The Committee itself will determine the best and most productive meeting times and locations. We want full participation so it is best if the committee as a whole.
- The goal is to have at least 2 options, but not more than 3 to eventually present to the entire Board of Supervisors within 6 months of the Committee's first meeting. This is very aggressive and will require *dedication* and *participation* by ALL members of the committee.
- The Committee (with input by staff) will decide on the next meeting's agenda topics.

#### First Meeting

- The first meeting on Thursday April 23<sup>rd</sup> to be held at Lee Vining Community Center.  
Time 1pm
- Presentation by Stacey Simon (?) regarding – overview of EMS law, relationships between the agencies (EOA, ICEMA, County, Mammoth Fire, etc.) and other legal and procedural background.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      April 14, 2015

**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): Marshall Rudolph, John Vallejo, Leslie Chapman, and Jim Leddy. 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:**

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No Attachments Available

**History**

Time

Who

Approval

3/9/2015 5:12 PM	County Administrative Office	Yes
3/26/2015 3:56 PM	County Counsel	Yes
3/16/2015 1:48 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      April 14, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**              Closed Session - Initiation of Litigation

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
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**ATTACHMENTS:**

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No Attachments Available

**History**

Time	Who	Approval
4/9/2015 6:25 AM	County Administrative Office	Yes
4/8/2015 4:37 PM	County Counsel	Yes
4/8/2015 4:47 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      April 14, 2015

**TIME REQUIRED**

**SUBJECT**              Closed Session - Exposure to  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH  
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**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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No Attachments Available

**History**

Time	Who	Approval
4/9/2015 6:25 AM	County Administrative Office	Yes
4/8/2015 4:38 PM	County Counsel	Yes
4/8/2015 4:47 PM	Finance	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** April 14, 2015

**TIME REQUIRED**

**SUBJECT** Closed Session - Conference with Legal Counsel

**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. Facts and circumstances: personnel complaint.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
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32 DAYS PRECEDING THE BOARD MEETING**

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**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
4/8/2015 7:38 AM	County Administrative Office	Yes
4/8/2015 4:43 PM	County Counsel	Yes
4/8/2015 4:50 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 14, 2015

**TIME REQUIRED**

**SUBJECT**

Closed Session - Performance  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

PHONE/EMAIL: /

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

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### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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No Attachments Available

#### History

Time	Who	Approval
4/8/2015 7:38 AM	County Administrative Office	Yes
4/8/2015 4:44 PM	County Counsel	Yes
4/8/2015 4:13 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 14, 2015

**Departments: District Attorney**

**TIME REQUIRED**

**SUBJECT** Amendment to Sierra Center Mall  
Lease to Add Suite 207

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Proposed amendment to Lease with Old Mammoth Highmark Associates pertaining to the lease of 926 additional square feet in the Sierra Center Mall designated as "Suite 207" for use by the Mono County Investigative Unit (MCIU).

---

### RECOMMENDED ACTION:

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

---

### FISCAL IMPACT:

No General Fund Impact. Leased space is approximately \$3,668.00 per month, which includes the CAM, for a total of \$18,344.005 for the remaining 2014-2015 budget. This amount is included in the District Attorney's grant funding. Annual cost is approximately \$44,016 and will continue to be paid from the JAG grant, CalMet and Asset Forfeiture.

---

**CONTACT NAME:** Tim Kendall or Stacey Simon

**PHONE/EMAIL:** 760-924-1716 (Tim) or 760-924-1704 (Stacey) / tkendall@mono.ca.gov or ssimon@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 Lease Amendment](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/9/2015 6:25 AM	County Administrative Office	Yes
4/8/2015 4:37 PM	County Counsel	Yes
4/9/2015 11:05 AM	Finance	Yes

# County of Mono Office of the District Attorney

[www.monocountydistrictattorney.org](http://www.monocountydistrictattorney.org)

**Bridgeport Office:**  
Main St. Court House, P.O. Box 617  
Bridgeport, CA. 93517  
Tel:(760)932-5550 fax: (760)932-5551



**Mammoth Office:**  
Sierra Center Mall, P.O. Box 2053  
Mammoth Lakes, CA. 93546  
Tel:(760)924-1710 fax: (760)924-1711

**Tim Kendall - District Attorney**

TO: Honorable Board of Supervisors  
FROM: Tim Kendall, District Attorney  
DATE: April 14, 2015

## **Subject**

Proposed amendment to Lease with Old Mammoth Highmark Associates pertaining to the lease of 926 additional square feet in the Sierra Center Mall designated as "Suite 207" for use by the Mono County Investigative Unit (MCIU).

## **Recommendation**

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

## **Discussion**

The Mono County District Attorney has established a multiagency Investigative Unit consisting of the District Attorney, Sheriff's Department, Mammoth Lakes Police Department and California Highway Patrol. This Unit will consist of six members who are very experienced and highly trained law enforcement officers. They will work closely together and share work load and resources to cover the entire county without any restrictions to jurisdictional boundaries. They will be on call 24/7 and available to function in any law enforcement related task.

The leased space will allow the Unit to come together and operate from one central location. This will better the communication and flow of information, resources, use of experience, and the coordination of the Unit. The space, as well as the operation of the Unit, will be paid through the JAG grant, CalMet and Asset Forfeiture Fund and therefore have no general fund impact.

## **Fiscal Impact**

No General Fund Impact. Leased Space is approximately \$3,668.00 per month, which includes the CAM, for a total of \$18,344.005 for the remaining 2014-2015 budget. This amount is included in the District Attorney's grant funding. Annual cost is approximately \$44,016 and will continue to be paid from the JAG grant, CalMet and Asset Forfeiture.

SECOND AMENDMENT OF LEASE AGREEMENT  
Addition of Suite 207 to Mono County Lease

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT ENTERED INTO BY AND BETWEEN THE PARTIES ON AUGUST 1, 2006, (the "Second Amendment"), is made this \_\_\_\_ day of April, 2015 by and between 452 OM RD, LLC and Highmark Mammoth Investments, LLC, as Tenants in Common DBA "Old Mammoth Highmark Associates" (hereinafter referred to as "Landlord"), and the COUNTY OF MONO, a political subdivision of the State of California (hereinafter referred to as "Tenant"), at the Town of Mammoth Lakes, County of Mono, State of California, with regards to the following recitals:

A. Landlord and Tenant entered into a written Lease dated August 1, 2006 (the "Lease") and a First Amendment to that Lease dated June 26, 2007 (the "First Amendment") pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, space within a commercial shopping center commonly known as The Sierra Center Mall, located at 452 Old Mammoth Road, Mammoth Lakes, Mono County, California (the "Property"). The Lease and First Amendment are collectively referred to herein as the "Lease."

B. Landlord and Tenant desire to amend the Lease for the purpose of adding 926 additional square feet located on the second floor of the Property and known as Suite 207 ("Suite 207"), to the Leased Premises.

C. Landlord and Tenant additionally desire to amend the Revised Square Footage as stated in the Lease by adding Suite 207's useable square footage to that Revised Square Footage for the purposes of calculation of Tenant's "Proportionate Share" of Common Area Expenses to be paid by Tenant to Landlord.

D. Landlord and Tenant agree that the portion of the Base Minimum Rental, which shall be allocated for Suite 207, shall be calculated as set forth in this Second Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant mutually agree as follows:

1. Revised Square Footage. The Revised Square Footage of the Leased Premises, as described in the Lease shall be further amended by this Second Amendment to provide for the addition of 926 square feet located on the second floor of the Sierra Center Mall and known as Suite 207. This square footage shall be used to calculate Tenant's Proportionate Share as defined in section 3.4 of the Lease for payment of Common Area Expenses.

2. Amendment.

2.1 Additional Leased Premises. The following is added after the existing language of Section 1.1 of the Lease:

“In addition to the foregoing 20,917 square feet of space, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, 926 square feet located on the second floor of the Sierra Center Mall and known as Suite 207. Suite 207 is more specifically described in Exhibit “A1,” which is attached hereto and incorporated by this reference. Accordingly, the total square footage shall be increased from 20,719 square feet to 21,645 square feet in order to reflect the addition of 926 square feet of Suite 207.

2.2 Commencement and Term. The following is added to the Lease after existing section 2.2:

“2.2.1 Suite 207. The Term for Suite 207 shall commence upon delivery by Landlord of Suite 207 in a condition acceptable to Tenant and usable as office space for Tenant’s intended purposes. To be acceptable and usable for Tenant’s intended purposes, Suite 207 must provide at a minimum professionally constructed offices and work areas as described in the attached plan and be accepted by Tenant in writing. Finish work shall be consistent with the design of Suite 208 with respect to the paint color, carpet color and the door and baseboard trim. Landlord will deliver Suite 207 to Tenant in an acceptable and usable condition as soon as reasonably practicable. In the event that Landlord suffers any losses or damages of any type or kind, arising out any action brought by a third party with respect to this Second Amendment on the grounds that the Second Amendment, the manner of its execution, or any action taken by Landlord pursuant hereto, has violated the statutory rights of third parties, then Landlord shall not seek indemnity or recompense for such losses or damages from Tenant. The Termination of the Lease Term for Suite 207 shall be coterminous with the expiration of this Lease, including any extensions hereto that include Suite 207.”

2.3 Additional Base Rent. The following is added as a new paragraph at the end of section 3.1 of the Lease:

“The Base Minimum Rent for Suite 207 shall be \$2,974.35 per month Payment shall commence upon delivery of Suite 207 to Tenant as set forth in section 2.2.1.

2.4 Exhibit “A1”. Exhibit “A1” is hereby added to the Lease following Exhibit “A”. Exhibit “A1” shall supplement Exhibit “A” for the purpose of depicting the additional premises leased pursuant to this Second Amendment, and shall not supersede or replace Exhibit “A”.

3. Defined Terms. All capitalized terms not defined in this Second Amendment shall have the meaning they are given in the Lease.

4. Full Force and Effect. Except as herein provided, the Lease (including the First Amendment thereto) and all of its terms, covenants and conditions shall remain in full force and effect.

5. Representations of the Parties. Each party represents to the other that it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease, or any interest in the Lease, or any claim, demand, obligation, liability, action, or cause of action arising from the Lease.

6. Miscellaneous.

6.1. Voluntary Agreement. The parties have read this Second Amendment and on advice of counsel they have freely and voluntarily entered into said Second Amendment.

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

6.3. Entire Agreement. This Second Amendment contains the entire agreement of the parties with respect to the matters which are the subject of this Second Amendment and supersedes all prior and contemporaneous written or oral agreements, statements, understandings, terms, conditions, representations and warranties made by Landlord or Tenant concerning the matters which are the subject of this Second Amendment.

6.4. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD: 452 OM RD, LLC

By: \_\_\_\_\_  
Paul Rudder, its Manager

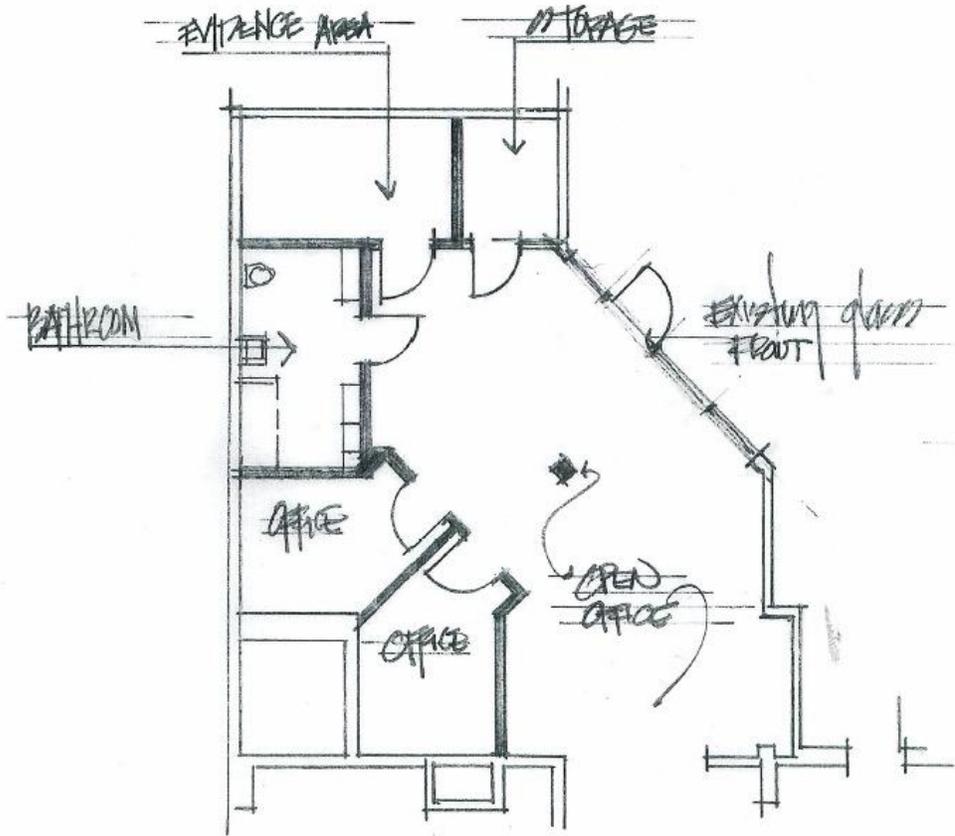
HIGHMARK MAMMOTH INVESTMENTS, LLC

By: \_\_\_\_\_  
Drew Hild, its Manager

TENANT: THE COUNTY OF MONO

By: \_\_\_\_\_  
Timothy E. Fesko, Chairman

Exhibit A1



PROPOSED SUITE #207  
3.10.2015