

#### **AGENDA**

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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below. Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA 93546

Regular Meeting March 18, 2025

#### TRIBAL LAND ACKNOWLEDGMENT

In respect to the Indigenous People and Tribal Elders, past, and present, the Bridgeport Indian Colony, Mono Lake Kootzaduka'a Tribe, and Utu Utu Gwaitu Tribe are the Indigenous People who live within this, their ancestral homeland from time immemorial to the present and have been the caretakers of these lands, waters, and all natural resources for the benefit of the environment and of all living things. We who live in Mono County offer this land acknowledgment with a spirit of mutual respect and collaboration.

#### TELECONFERENCE INFORMATION

This meeting will be held in person at the location listed above. Additionally, a teleconference location will be available where the public and members of the Board may participate by electronic means.

- 1. Mammoth Teleconference Location for meetings held on the first and second Tuesday of each month Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546:
- 2. Bridgeport Teleconference Location for meetings held on the third Tuesday of each Month Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
- 3. Zoom Webinar. Absent participation by a member of the Board under AB 2449, the Zoom Webinar is provided as a courtesy participation method but is not guaranteed.

Members of the public may participate in person at the above listed locations, or, if available, via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. **To join the meeting by computer:** 

Visit https://monocounty.zoom.us/j/83537511698 or visit https://www.zoom.us/, click on "Join A Meeting" and enter the Zoom Webinar ID 835 3751 1698.

To provide public comment, press the "Raise Hand" button on your screen.

#### To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar 835 3751 1698 To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

Additionally, if available, you may view the live stream of the meeting by visiting: https://monocounty.granicus.com/MinutesViewer.php?publish\_id=12418b0a-ff6d-11ef-ab6a-005056a89546

**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) 932-5530 or bos@mono.ca.gov. 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 online athttp://monocounty.ca.gov/bos. 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 and online.

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

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.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

#### 2. RECOGNITIONS - NONE

#### 3. COUNTY ADMINISTRATIVE OFFICER

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

#### 4. DEPARTMENT/COMMISSION REPORTS

Receive brief oral report on emerging issues and/or activities.

#### 5. CONSENT AGENDA

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

### A. Resolution Regarding the Summary Vacation of a Portion of Garnet Drive in June Lake, Ca.

Departments: Public Works

Proposed resolution regarding the summary vacation of a portion of Garnet Drive in June Lake, Ca.

**Recommended Action:** Adopt proposed resolution.

Fiscal Impact: None.

### B. Amendment to Cooperative Agreement with Caltrans in support of Lee Vining Public Utilities District

Departments: County Administrative Officer

Amendment to contract with Caltrans pertaining to Lee Vining Public Utility District (PUD) project.

**Recommended Action:** Approve, and authorize Chair to sign, cooperative agreement with California Department of Transportation (Caltrans) related to the consolidation of the Lee Vining PUD infrastructure upgrades with rehabilitation of Highway 395 in Lee Vining.

**Fiscal Impact:** The proposed amendments do not substantially affect the original fiscal impact of this agreement with Caltrans, which was the potential recapture of previously guaranteed funds in the amount of \$2.4 million dollars.

### C. Budget Adjustment Fiscal Year 24/25 - County Administrative Office Agricultural Commissioner

Departments: County Administrative Office

A budget adjustment is needed for the Agricultural Commissioner Invoice. The invoice from Inyo County is \$13,100 more than what was budgeted for during budget development due to an increase in operational costs.

**Recommended Action:** Move appropriations in the amount of \$13,100 from contingency to Professional and Specialized Services for Agricultural Commissioner. Approve budget adjustment for FY 2024-25 as requested or amended, (4/5 vote required).

**Fiscal Impact:** Reduces General Fund appropriations by \$13,100 to \$229,682 for the remainder of this fiscal year.

### D. Approve Amended Salary Matrix for Mono County Paramedic Fire Rescue Association

Departments: Human Resources

Replacement of Salary Matrix approved with MOU on 3/11/25

**Recommended Action:** Approve minute order for the amended salary matrix.

Fiscal Impact: None

#### E. Distribution of Excess Proceeds from Tax Sale

Departments: Finance

Review the two claims for excess proceeds from the February 7, 2024, sale of tax defaulted property.

**Recommended Action:** Authorize the disbursement of excess proceeds from the February 7, 2024, sale of tax defaulted property.

Fiscal Impact: None.

#### F. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ended January 31, 2025.

**Recommended Action:** Approve the Treasury Transaction Report for the month ended January 31, 2025.

Fiscal Impact: None.

#### 6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

#### A. Correspondence Sent Regarding Mono County 2025 Appropriations

Departments: Clerk of the Board

Correspondence sent on behalf of Mono Board of Supervisors to Congressman Kiley and Senators Schiff and Padilla regarding Mono County 2025 Appropriations.

#### 7. REGULAR AGENDA - MORNING

#### A. Bi-State Sage Grouse Action Plan Update

Departments: Community Development with partners 50 minutes (40 minute presentation, 10 minute questions)

(Wendy Sugimura, Community Development Director; Tracy Misiewicz, Bi-State Sage-Grouse Data and Communications Coordinator) - Provide an update on conservation efforts and the Draft 2025 Bi-State Action Plan for the Bi-State sage grouse.

Recommended Action: 1. Receive an update on efforts and accomplishments related to the effort to conserve the Bi-State distinct population segment of the greater sage-grouse (Centrocercusurophasianus) (hereafter referred to as the Bi-State sage-grouse) and the Draft 2025 Bi-State Action Plan. 2. Renew commitment to continue the County's involvement in the effort through implementation of the 2025 Bi-State Action Plan and participation in the Local Area Working Group, Technical Advisory Committee, and Executive Oversight Committee.

**Fiscal Impact:** None. Current conservation programming is included in the adopted budget.

#### B. California Department of Fish and Wildlife Presentation

Departments: Economic Development

20 minutes

(Nick Buckmaster, Fisheries Supervisor for the California Department of Fish and Wildlife Bishop) - Presentation by Nick Buckmaster, Fisheries Supervisor for the California Department of Fish and Wildlife Bishop, regarding a general update on Mono County fisheries.

Recommended Action: None, informational only.

Fiscal Impact: None.

#### C. Annual Brown Act Update

**Departments: County Counsel** 

30 minutes

(Christopher Beck, County Counsel) - Presentation by County Counsel regarding Annual Brown Act Update and Training.

Recommended Action: None, informational only.

Fiscal Impact: None.

### D. Initiation of Public Nuisance Abatement for 168 Aurora Canyon Road in Bridgeport

Departments: Community Development - Code Compliance Division, County

Counsel 15 minutes

(Emily Fox, Assistant County Counsel) - Proposed resolution alleging a public nuisance at 168 Aurora Canyon Road in Bridgeport, California to initiate the nuisance abatement process under Mono County Code Chapter 7.20.

**Recommended Action:** Adopt the proposed resolution and direct the Clerk of the Board to set a hearing on the existence of a nuisance to be held pursuant to Mono County Code Section 7.20.080.

Fiscal Impact: None.

### E. Approve Employment Contract and Resolution for Chief Deputy Treasurer - Tax Collector

Departments: Human Resources

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution approving a contract with Matthew Lund as Chief Deputy Treasurer - Tax Collector, and prescribing the compensation, appointment, and conditions of

said employment.

**Recommended Action:** Announce Fiscal Impact. Approve proposed resolution approving a contract with Matthew Lund as Chief Deputy Treasurer - Tax Collector, 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 of the Chief Deputy Treasurer - Tax Collector is \$123,132, of which \$104,006 is salary and \$19,126 is benefits. The cost for the remainder of the fiscal year is \$38,618, of which \$29,919 is salary and \$8,699 is benefits. This is a General Fund cost and is included in the Finance Department's fiscal year 2024-25 budget.

### F. Approve Employment Contract and Resolution for Environmental Health Manager

Departments: Human Resources

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution approving a contract with Jill Kearney as Environmental Health Manager, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve proposed resolution approving a contract with Jill Kearney as Environmental Health Manager, 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 of the Environmental Health Manager is \$160,072, of which \$126,420 is salary and \$33,652 is benefits. The total for the remainder of the year is \$20,349, of which \$12,122 is salary and \$8,227 is benefits. The entire salary has been budgeted for fiscal year 2024-25 for the current Environmental Health Manager leaving in June 2025 and for the overlap.

#### G. Approve Employment Contract and Resolution for County Budget Officer

Departments: Human Resources

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution approving a contract with Stephanie Trujillo as County Budget Officer, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve proposed resolution approving a contract with Stephanie Trujillo as County Budget Officer, 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 of the County Budget Officer is \$167,479, of which \$132,741 is salary and \$34,738 is benefits. The cost for the remainder of the fiscal year is \$21,060, of which \$12,729 is salary and \$8,331 is benefits. This is a General Fund cost and is included in the County Administrative Office's fiscal year 2024-25 budget.

#### H. Amendments to the Out-of-State Remote Work Resolution

Departments: County Administrative Office

30 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution adopting the amendments to the remote work resolution.

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

**Fiscal Impact:** The fiscal impact remains uncertain and will vary depending on whether employees return to California or if their positions need to be backfilled. Staff estimates that complying with the legal and financial requirements for out-of-state workers during the transition period would cost approximately \$50,000. Additionally, if a transition plan is required, including overlapping staff during the transition period, the estimated cost would be an additional \$30,000.

#### I. Update on Status of Federal Funding Impacts to Mono County

Departments: County Administrative Office

20 minutes

(Sandra Moberly, County Administrative Officer) - Staff will provide an update on federal funds used at the county level and how the County can advocate and prepare for future funding changes at the federal level.

**Recommended Action:** Staff recommends the Board review this report summarizing Mono County's federal funding and provide comments as needed.

Fiscal Impact: None.

#### J. Mono County Monthly Housing Update

Departments: County Administrative Office

20 minutes

(Sandra Moberly, County Administrative Officer) - Staff will provide an update on the County's housing program.

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

Fiscal Impact: None.

#### 8. CLOSED SESSION

#### A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Oliver Yee, Christopher Beck, Janet Dutcher, and Christine Bouchard. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

#### 9. BOARD MEMBER REPORTS

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

#### A. Board Member and Board Ad Hoc Reports

- Board Ad Hoc Arts Committee (Supervisor Peters, Supervisor Salcido)
- Board Chambers Ad Hoc Committee (Supervisor Peters, Supervisor Salcido)
- Housing Ad Hoc Committee (Supervisor Kreitz, Supervisor McFarland)
- Tax Sharing Ad Hoc Committee (Supervisor Salcido)

#### **ADJOURN**



### REGULAR AGENDA REQUEST

☐ Print

Departments:	Public	Works	<b>;</b>
MEETING DAT	E Ma	arch 18,	2025

**TIME REQUIRED SUBJECT** Resolution Regarding the Summary

Vacation of a Portion of Garnet Drive

in June Lake, Ca.

**PERSONS APPEARING BEFORE THE BOARD** 

#### **AGENDA DESCRIPTION:**

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

Proposed resolution regarding the summary vacation of a portion of Garnet Drive in June Lake, Ca.

RECOMMENDED ACTION: Adopt proposed resolution.
FISCAL IMPACT: None.
CONTACT NAME: Sean Robison  PHONE/EMAIL: (760) 932-5445 / srobison@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  ☐ YES ☑ NO

#### **ATTACHMENTS:**

Cli	ick to download
D	<u>Staff Report</u>
D	Resolution
D	Exhibit A to BOS Resolution

#### History

Time Who **Approval** 3/11/2025 10:19 AM County Counsel Yes 3/11/2025 3:21 PM Finance Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** March 18, 2025

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

From: Sean Robison, Engineering Technician

Re: Summary Vacation of a Portion of Garnet Drive in June Lake, CA

#### **Recommended Action:**

1. Consider and potentially adopt Resolution No. R25-\_\_\_, "A Resolution of the Mono County Board of Supervisors for Summary Vacation of a Portion of Garnet Drive in June Lake, CA";

- 2. Direct the Clerk of the Board to record a certified copy of the fully executed Resolution with the County Recorder; and,
- 3. Find that the above action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR §§ 15061(b)(3) & 15305 and direct Public Works to file a Notice of Exemption for the project consistent with 14 CCR §15062.

#### Background:

In 1927, the Silver Lake Pines Subdivision, MB1PG10, created Right-of-Way for Garnet Drive. In 1981, Garnet Drive was realigned and renamed to Carson Street by virtue of Tract Map 24-12. A remnant of the old Garnet Drive alignment remains located between the existing Carson Street right-of-way and the petitioner's property at APN 016-280-001.

The owner of APN 016-280-001 adjacent to the proposed Right-of-Way to be vacated has petitioned Mono County Public Works to vacate said Right-of-Way.

#### Discussion:

Staff determined that the excess right-of-way is unnecessary for present and prospective public use. Staff proposes that the excess right-of-way be vacated via a Summary Vacation proceeding under the provisions of Part 3, Chapter 4 of the Streets and Highways Code, Section 8334(a) "Excess right-of-way". See a draft resolution attached with Exhibit A showing the portion Garnet Drive to be vacated.

The proposed vacation is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14, section 15305 of the California Code of Regulations (the CEQA Guidelines), "Minor Alterations in Land Use Limitations."

Please contact Sean Robison at 932-5445, if you have any questions regarding this matter.

Respectfully submitted,

Sean Robison

Engineering Technician
Attachments: Draft Resolution

Exhibit A - Road Vacation Map





#### R25-

## A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS FOR SUMMARY VACATION OF A PORTION OF GARNET DRIVE IN JUNE LAKE, CA.

WHEREAS, pursuant to the recommendation of the Public Works Department, this Board, in accordance with the summary procedures for vacating a street, highway, or service easement set forth in §§ 8330 et seq. of the Streets and Highways Code, considered whether to adopt a resolution vacating a portion of Garnet Drive between Lot 5 of the Silver Lake Pines Subdivision No. 4 in June Lake, Ca. as shown on Exhibit A; and,

**WHEREAS**, on August 2, 1927, the Mono County Board of Supervisors approved the Silver Lake Pines Subdivision No. 4 in June Lake, CA. which was duly recorded in Map Book 1, Page 10 in the office of the Mono County Recorder; and,

**WHEREAS,** Garnet Drive has not been accepted by the Board and the County has not performed any work, maintained, or otherwise expended public monies on Garnet Drive during the past 5 years; and,

**WHEREAS,** that portion of Garnet Drive as shown on Exhibit A has not been passable for vehicular travel for a period of at least 5 years; and

**WHEREAS**, the current owner of the lot adjacent to said Right-of-Way has petitioned Mono County to vacate said Right-of-Way.

### NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

**SECTION ONE:** The Board of Supervisors hereby finds that the portion of Garnet Drive shown on Exhibit A:

- was never constructed, maintained, or included on the County's official "Maintained Mileage";
- has not been passable for vehicular travel for at least five years (Streets & Highways Code § 8331);
- is an excess right-of-way of a street or highway not required for street or highway purposes (Street & Highway Code § 8334);
- no public money was expended for maintenance (Street & Highway Code § 8331); and

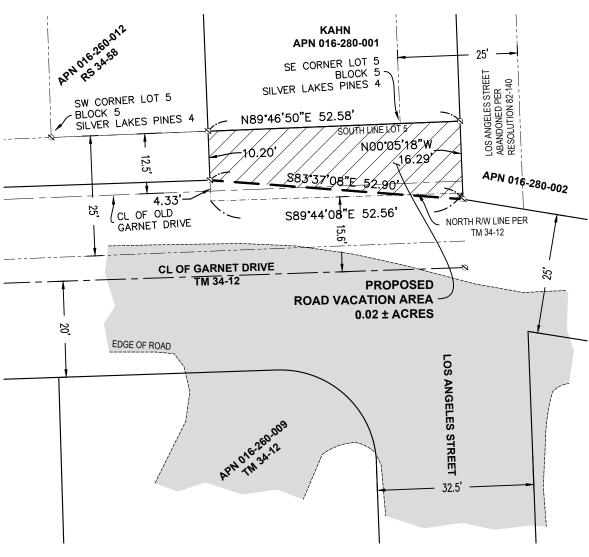
for these reasons, it is prudent and reasonable for the County to vacate said portion of Garnet Drive.

1	
2 3	<b>SECTION TWO:</b> For these reasons and pursuant to Streets and Highway Code § 8330 et sec Mono County hereby vacates that portion of Garnet Drive as shown on Exhibit A and from an after the date this resolution is recorded, the vacated portion of Garnet Drive no longer
4	constitutes a street.
5	<b>SECTION THREE:</b> The Clerk of the Board is directed to record a certified copy of thi resolution as provided in Streets and Highways Code § 8336.
6	<b>SECTION FOUR:</b> This Board finds that the summary vacation of the portion of Garnet Drive is
7	exempt from CEQA review because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment (14 CCR § 15061); consequently
9	this Board finds that its adoption of this resolution is categorically exempt from further review under the California Environmental Quality Act (CEQA) pursuant to the Class 5 exemption for
10	"Minor Alterations in Land Use Limitations" (14 CCR §§ 15305), and directs the Public Work Department to post a notice of this finding in accordance with CEQA.
11 12	BE IT FURTHER, RESOLVED, that the Mono County Board of Supervisors
13	<b>PASSED, APPROVED</b> and <b>ADOPTED</b> this 18 <sup>th</sup> day of March, 2025, by the following vote, twit:
14	ANTEG
15	AYES:
16	NOES:
17	ABSENT:
18	ABSTAIN:
19	
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21	
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24	
25	Lynda Salcido, Chair Mono County Board of Supervisors
26	
27	ATTEST: APPROVED AS TO FORM:
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29	
30	
31	Clerk of the Board County Counsel
32	
	·



# ROAD VACATION EXHIBIT

GARNET DRIVE POR. SEC. 21, T2S/R26E



### **LEGEND**

**DIMENSION POINT** 

PROPERTY LINE

RIGHT-OF-WAY CENTERLINE

RESULTING RIGHT OF WAY AFTER VACATION



JONES SNYDER & ASSOCIATES P.O. BOX 2292, OAKHURST, CA 93644 (559)683-7661 WWW.JSSURVEYING.COM

DATE: 12/03/24 BY: JJL



### REGULAR AGENDA REQUEST

■ Print

MEETING DATE March 18, 2025

**TIME REQUIRED** 

**Departments: County Administrative Officer** 

OUD FOT

SUBJECT Amendment to Cooperative
Agreement with Caltrans in support

of Lee Vining Public Utilities District

PERSONS APPEARING BEFORE THE BOARD

#### AGENDA DESCRIPTION:

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

Amendment to contract with Caltrans pertaining to Lee Vining Public Utility District (PUD) project.

#### **RECOMMENDED ACTION:**

Approve, and authorize Chair to sign, cooperative agreement with California Department of Transportation (Caltrans) related to the consolidation of the Lee Vining PUD infrastructure upgrades with rehabilitation of Highway 395 in Lee Vining.

#### **FISCAL IMPACT:**

The proposed amendments do not substantially affect the original fiscal impact of this agreement with Caltrans, which was the potential recapture of previously guaranteed funds in the amount of \$2.4 million dollars.

**CONTACT NAME:** Mary Snyder

PHONE/EMAIL: / msnyder@mono.ca.gov

**SEND COPIES TO:** 

#### MINUTE ORDER REQUESTED:

TYES VO

#### **ATTACHMENTS:**

Click to download

LVPUD agreement staff report

LVPUD CalTrans Agreement

**History** 

Time Who Approval

3/11/2025 10:24 AM County Counsel Yes 3/11/2025 3:26 PM Finance Yes

### COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

# MONO C O U N T Y CALIFORNIA

**BOARD OF SUPERVISORS** 

<u>CHAIR</u>

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District I

Rhonda Duggan / District 2 Paul McFarland / District 3 John Peters / District 4

#### **COUNTY DEPARTMENTS**

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun

BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans
EMERGENCY MEDICAL

SERVICES Bryan Bullock

FINANCE Janet Dutcher, DPA, MPA,

CGFM, CPA HEALTH AND HUMAN SERVICES

Kathryn Peterson INFORMATION

TECHNOLOGY Mike Martinez

PROBATION Karin Humiston PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Mary Snyder, Special Projects

Date: March 11, 2025

Re: Amendment to Cooperative Agreement with Caltrans in support of Lee Vining Public Utilities District

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

☑ A Thriving Economy ☑ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☐ Workforce & Operational Excellence

#### **Discussion**

On November 5, 2024, the Board approved a draft Cooperative Agreement with CalTrans related to updating the Lee Vining PUD water and sewer infrastructure in conjunction with a CalTrans highway rehabilitation project, scheduled to happen in 2026.

Replacing the water and sewer infrastructure while the highway is being reconstructed is consistent with best practices of "cut once". Combining the project will also result in significant cost savings, especially to the PUD. Preliminary testing has shown that the PUD infrastructure has leaks, which has contributed to the degradation of the highway.

The proposed agreement has now been fully reviewed by CalTrans, and there are two changes from the draft agreement presented in November. While these changes do not substantially alter the agreement, there are two additional clauses added to the agreement.

- 1. In section II, the County agrees to "To make all arrangements and provide CALTRANS' contractor with permits to enter and perform work outside of CALTRANS' right-of-way if such permits are necessary to work on IMPROVEMENTS."
- 1. In Section 3 of the standard language, item 6 states IMPROVEMENTS costs shall not be increased unless it is a result of..." The amendment adds one bullet point:
- Material modifications based on approved plans and specifications by COUNTY."

Page 2 of 2 March 11, 2025

Staff is continuing to work with Lee Vining PUD to identify funding sources for the completion of this project, and will be providing an update to the Board in the coming weeks.

09-Mno-395-PM 50.6/53.1 EA 37430 Project ID 0918000015 Agreement 09-0308

#### COOPERATIVE AGREEMENT FOR LOCAL IMPROVEMENTS

This AGREEMENT, executed on and effective from	_, is between the
State of California, acting through its Department of Transportation, referred to a	as CALTRANS,
and:	

Mono County, a political subdivision of the State of California, referred to hereinafter as COUNTY.

#### RECITALS

- 1. CALTRANS and COUNTY, collectively referred to as PARTIES, pursuant to California Streets and Highways Code Sections 114, 130 and 131 are authorized to enter into a Cooperative Agreement for improvements on State highways within the County of Mono.
- 2. For this AGREEMENT, the Lee Vining Pavement Rehabilitation Project from mile post 50.6 to 53.1, will be referred to hereinafter as CALTRANS PROJECT.
- 3. COUNTY has requested, or CALTRANS needs, to incorporate the work described in the Scope Summary as part of the CALTRANS PROJECT, referred to herein as IMPROVEMENTS and COUNTY is willing to reimburse all costs associated with it, as documented in the Funding Summary. The Scope Summary and Funding Summary are attached to and made an express part of this AGREEMENT.
- 4. All obligations and responsibilities assigned in this AGREEMENT to complete the IMPROVEMENTS will be referred to hereinafter as WORK.
- 5. PARTIES intend to define herein the terms and conditions under which WORK for IMPROVEMENTS are performed and financed.

#### **SECTION I**

#### **CALTRANS AGREES:**

- 1. To administer the construction contract for the CALTRANS PROJECT and have the contractor complete the IMPROVEMENTS as a part of the CALTRANS PROJECT.
- 2. To segregate accumulated charges for all costs to be paid by COUNTY towards IMPROVEMENTS pursuant to this AGREEMENT.
- 3. If CALTRANS anticipates that funding will be insufficient to complete WORK, CALTRANS will promptly notify COUNTY. CALTRANS may be required to stop WORK until additional funding is secured.

4. After PARTIES agree that WORK is complete for the IMPROVEMENTS, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

#### **SECTION II**

#### **COUNTY AGREES:**

- 1. To be responsible for establishing the scope of the IMPROVEMENTS, as defined in the Scope Summary.
- 2. To fund IMPROVEMENTS as provided in the Funding Summary of this AGREEMENT.
- 3. To make all arrangements and provide CALTRANS' contractor with permits to enter and perform work outside of CALTRANS' right-of-way if such permits are necessary to work on IMPROVEMENTS.

#### **SECTION III**

#### IT IS MUTUALLY AGREED:

- 1. All portions of this AGREEMENT, including the Recitals section, are enforceable.
- 2. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, programming, and allocation of funds by the California Transportation Commission (CTC).
- 3. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.
- 4. The cost of IMPROVEMENTS performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
- 5. COUNTY's total obligation for IMPROVEMENTS is estimated in the amount of \$2,000,000.
- 6. IMPROVEMENTS costs shall not be increased unless it is a result of:
  - Material modifications based on approved plans and specifications by COUNTY

- The failure by COUNTY to perform its obligations under this AGREEMENT following written notice from CALTRANS to COUNTY.
- Unforeseen conditions that are discovered during the performance of the IMPROVEMENTS.
- If all responsible bids come over the engineer's estimate and CALTRANS chooses to award the contract.
- 7. CALTRANS will invoice COUNTY for a deposit of «\$1000» after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of WORK. This deposit represents 1 month of estimated capital costs.
  - Thereafter, CALTRANS will invoice, and COUNTY will reimburse for actual costs incurred, but not more frequently than once month.
- 8. COUNTY will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.
- 9. In the event the costs of IMPROVEMENTS exceed the estimate per the terms of AGREEMENT, CALTRANS may submit supplemental billings to COUNTY requesting additional funds. CALTRANS will provide detailed accounting of all costs with each billing. Should those additional costs remain unpaid, CALTRANS reserves right to stop WORK on IMPROVEMENTS until additional funding is secured or complete IMPROVEMENTS and commence legal means to recover those costs.
- 10 .COUNTY will accept operation, maintenance and ownership or title to all materials or equipment installed as part of IMPROVEMENTS. COUNTY, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of the operation and maintenance of IMPROVEMENTS.
- 11. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the CALTRANS PROJECT or not.
  - HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the CALTRANS PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

- 12. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
- 13. CALTRANS, independent of the CALTRANS PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the CALTRANS PROJECT schedule.
  - CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.
- 14. CALTRANS is responsible for HM-2 MANAGEMENT within the CALTRANS PROJECT limits.
  - COUNTY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and COUNTY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. COUNTY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during CALTRANS PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.
- 15. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
- 16. COUNTY, independent of the CALTRANS PROJECT, is responsible for any HM-1 found within the CALTRANS PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the CALTRANS PROJECT schedule.
  - COUNTY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the CALTRANS PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.
- 17. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by

COUNTY, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY or under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors and/or its agents under this AGREEMENT.

- 18. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors and/or its agents under this AGREEMENT.
- 19. This AGREEMENT will terminate upon completion of the IMPROVEMENTS and all parties have met all scope, cost, and schedule commitments included in this AGREEMENT and have signed a Cooperative Agreement Closure Statement, which is a document signed by parties that verifies the completion of WORK for IMPROVEMENTS.

However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

09-Mno-395-PM 50.6/53.1 EA 37430 Project ID 0918000015 Agreement 09-0308

#### **CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

#### COUNTY OF MONO

Project Manager: Sandra Moberly

Phone Number: (760) 932 - 5415

E-mail: smoberly@mono.ca.gov

Billing Address: 1290 Tavern Road, P.O Box 2415, Mammoth Lakes, CA 93546

#### **CALTRANS**

Project Manager: Austin West

Phone Number: (760) 937-4665

E-mail: austin.west@dot.ca.gov

09-Mno-395-PM 50.6/53.1 EA 37430 Project ID 0918000015 Agreement 09-0308

#### **SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	COUNTY OF MONO			
By: Ryan A. Dermody District Director	By:			
VERIFIED OF FUNDS & AUTHORITY:				
By:Alexeya Williams D istrict 9 Project C on trol	Attest:Sandra Moberly County Administrative Officer			
By: Attorney Department of Transportation	By:Christopher Beck County Counsel			
CERTIFIED AS TO FINANCIAL TERMS & POLICIES:				
By:				

#### **SCOPE SUMMARY**

Project Location: 09-Mno-395-50.6/53.1

Scope of Work: COUNTY is requesting that the CALTRANS' PROJECT include proposed IMPROVEMENTS: replacement of water distribution and sewer collection lines located within the right of way of Highway 395.

The IMPROVEMENTS are limited to water and sewer line replacements within the Highway 395 right of way impacted by the Lee Vining Pavement Rehabilitation Project.

Deliverables: COUNTY to provide Plans, Specifications and Estimates (PSE) for new pipelines and associated fixtures to CALTRANS.

#### FUNDING SUMMARY FOR IMPROVEMENTS No. 1

#### FUNDING TABLE FOR IMPROVEMENTS

COUNT				
Source	Source Fund Type Construction Capital <sup>1</sup>			
Local Local		\$2,000,000	\$2,000,000	
	Totals	\$2,000,000	\$2,000,000	

-

<sup>&</sup>lt;sup>1</sup> Actualam ountwillbe based on final PSE



### REGULAR AGENDA REQUEST

■ Print

MEETING DATE March 18, 2025

**Departments: County Administrative Office** 

TIME REQUIRED

SUBJECT Budget Adjustment Fiscal Year 24/25

- County Administrative Office Agricultural Commissioner PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

A budget adjustment is needed for the Agricultural Commissioner Invoice. The invoice from Inyo County is \$13,100 more than what was budgeted for during budget development due to an increase in operational costs.

#### **RECOMMENDED ACTION:**

Move appropriations in the amount of \$13,100 from contingency to Professional and Specialized Services for Agricultural Commissioner. Approve budget adjustment for FY 2024-25 as requested or amended, (4/5 vote required).

#### FISCAL IMPACT:

Reduces General Fund appropriations by \$13,100 to \$229,682 for the remainder of this fiscal year.

**CONTACT NAME:** Christine Bouchard

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

#### **SEND COPIES TO:**

#### MINUTE ORDER REQUESTED:

YES 🖂 NO

#### ATTACHMENTS:

Cli	ck to download
D	<u>Staff Report</u>
D	Invoice from Inyo County FY 2023-24
D	ATR For 2024-25

#### History

TimeWhoApproval3/13/2025 1:54 PMCounty CounselYes

 3/13/2025 1:56 PM
 Finance
 Yes

 3/13/2025 3:07 PM
 County Administrative Office
 Yes



### COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

	To:	Board of Supervisors					
BOARD OF SUPERVISORS		•					
CHAIR Lynda Salcido / District 5	From:	County Administrative Office					
VICE CHAIR Jennifer Kreitz / District I	Date:	03/18/2025					
Rhonda Duggan / District 2 Paul McFarland / District 3 John Peters / District 4	Re:	Budget Adjustment FY 24/25					
COUNTY DEPARTMENTS ASSESSOR Hon. Barry Beck	Strate	gic Plan Focus Area(s) Met					
DISTRICT ATTORNEY Hon. David Anderson	$\square$ A	Thriving Economy Safe and Healthy Communities Mandated Function					
SHERIFF / CORONER Hon. Ingrid Braun	□ Sus	stainable Public Lands					
BEHAVIORAL HEALTH Robin Roberts							
COMMUNITY DEVELOPMENT Wendy Sugimura	Discus	ssion					
COUNTY CLERK-RECORDER Queenie Barnard		em is a request for an appropriation increase in budget unit 100-26-074. This					
COUNTY COUNSEL Chris Beck		ppropriation increase is for the budget for the Agricultural Commissioner's Office (Ag Commissioner) for the fiscal year 2023-24. The purpose of this request is to address new					
ECONOMIC DEVELOPMENT Liz Grans	and on	going needs that have arisen due to evolving demands of agricultural services,					
EMERGENCY MEDICAL SERVICES Bryan Bullock	regulatory compliance, and the protection of public health and safety to agriculture within Mono County. Due to increased programmatic responsibilities, rising operational costs						
FINANCE Janet Dutcher, DPA, MPA, CGFM, CPA	and the need for enhanced services an additional \$13,100 is required.						
HEALTH AND HUMAN SERVICES Kathryn Peterson							
INFORMATION TECHNOLOGY Mike Martinez		iments:					
PROBATION Karin Humiston	Appro	priation Transfer Request – Signed ATR indicating Board approval is required					
PUBLIC WORKS Paul Roten	Invoic	e from Inyo County FY 2023-24					



### **COUNTY OF MONO**

STATE OF CALIFORNIA

VENDOR/	Inyo County	CLAIM#	
CLAIMANT	Nathan D. Reade	VENDOR #	
ADDRESS	1360 N. Main St. #230	TAX ID / SSN #	95-6005445
CITY/STATE/ZIP	Bishop, Ca. 93514	DEPARTMENT	

ACCOUNT OR CUSTOMER # AND DESCRIPTION NUMBER	INVOICE NUMBER	SALES	1099	CONTRACT NUMBER	FUND AND SHORT ACCT	AMOUNT DOLLARS & CENTS
Annual Share of Cost for Agricultural	2023-2024				1-Sealer	\$273,072.13
Commissioner / Weights & Measures						
			┝			
		+				
		+				
		-	-			
		+				
					TOTAL	\$273,072.13

Auditing Check List	CLAIMANT/VENDOR CERTIFICATION:  The undersigned, under penalty of perjury, states: That the above claim and the				
Vendor # / Input	items as therein set out are true and correct; that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is				
1099 / Sales Tax	presented within one year after the last item thereo	f has accrued.			
Audited	Inyo/Mono Agricultural Department	01/10/2025			
	CLAIMANT NAME	DATE			
Checked	Nathan D. Reade	AG Commissioner			
	BY	TITLE			
I hereby certify to the correctness of the above computations and approvi the claim.	DEPARTMENT APPROVAL: I hereby certify upon my own personal knowledge that the above claim were necessary and were ordered by me hereon, that the articles have been delivered or the servicular as set forth with the exception noted.	e for the purpose indicated			
	Claim is thereby approved for the sum of	<b>\$273,072.13</b>			
Auditor-Controller	Signed Assistant Commissioner	01/10/2025			
	Agricultural Commissioner Title	DATE			

#### Mono County Billing for Revenue/Expenditures in FY 23/24

bject			Combined Reven	DE3 VECEI	TEG IOI FT 23	3/24	- American		21-01-3
oject odes			Budgeted						Actuals
4135	Continuing Ed	ducation	\$0.00						\$0.0
4175	Permit to Ope	erate	\$1,065.00						\$1,170.0
4180	Device Regist	tration	\$72,000.00						\$73,583
4186	Device Repa	irman (RSA)	\$393.00						\$392.
									<b>\$072.</b>
4499	State Other:								
		Farmers Market	\$801.00						\$0.0
							Note:		
		Pest Detection	\$6,584,00					Includes	\$8,298.
		Organic	\$875.00						\$0.
		PHPPS Integrated Pest Control	\$0.00						\$0.
		Seed listed as Separate Revenue	\$100.00				Note:		
		State Other Total Budgeted	\$8,360.00					State Other Sub-Total	\$8,298.
4663	Pesticide Mill	Refund							
		Cannabis Tax Fund	\$0.00						\$0.
		Pesticide Mili Refund	\$90,000.00						\$90,000.
		Pesticide MIII Refund Total Budgeted	\$90,000.00					Subtotal Pesticide Mill Refund	\$90,000.
4664	Nursery		\$0.00				Note:		\$0.
4665	Petroleum Pro	oduct Inspection							
		Petroleum	\$2,080.00				Note:		\$825.0
		Weighmaster	\$480.00				Note:		\$480.0
		Petroleum/Welghmaster Total Budgeted	\$2,560.00					Subtotal Petroleum Product Inspection	\$1,305.
4667	Non Comme	rcial Certif.(Standby Charges)	\$875.00						\$875.0
4819	Services & Fe								
		Hemp CUP	\$0.00						\$0.0
		NAISMA Weed Free Forage	\$0.00						\$0.0
								Subtotal	\$0.0
	This total doe	es not include money received from Mono C	ounty for FY 22/23 figures	\$250,000 (0	oject code Aic	l from Mono Co	unty #4561)		
								Total	\$175,624.
		Revenue receipte	d directly by each Co	ounty in FY	23/24				
			Budgeted-Each Cnty		Inyo Only		Mono Only		
		Gas Tax: 224(a) DPR PUE			\$22,333.00		\$22,333.00		
4463	Un-refunded	Gas Tax: 224(d) Ag Activities			\$5,782.00		\$5.782.00		
4463	Un-refunded	Gas Tax: 224(g) CDFA Ag Activities			\$97,926.00		\$97.926.00		
1110	001	Total Budgeted			20.00		***		
4463	281	Subtotal	\$0 \$ 103,708.00	Cubtatal	\$0.00	F., L.11		SB1 funds ended in the 21/22 fiscal year	_
		20DIOIGI	\$ 103,708.00	SODIOIGI	\$120,041.00	SUBIOIGI	\$126,041.00		
4499	Seed Subver	ntion	\$100		\$200.00		\$0.00		
	0000000		\$100	Total Inyo	\$126,241.00	Total Mono	\$126,041.00		
					*,==,=		¥1.25,211.05		
		Expenditures exper	ded directly by the A	a Dept in	FY 23/24				A STATE
				ig o op					
6916	50% of ESWM	A County Cost Plan (\$6,565)	\$3,282.50	See attache	ed account dire	ctors report			
3313	-		-						
3313	1		\$725.251.32	See attache	See attached account directors report				
	Total Combir	ned Ag Expenditures	₽/ ZJ,ZJ I+JZ						
	Total Combin								
	Total Combin	Total Expenditures	\$728,533.82						
	Total Combin		<b>\$728,533.82</b> \$175,624.56						
	Total Combin	Total Expenditures Less Combined Revenues	\$728,533.82						
	Total Combin	Total Expenditures Less Combined Revenues Total	\$728,533.82 \$175,624.56 \$552,909.26		TE- THIS AMOU	NT IS RASED ON	FY 23/24 ACTI	IAIS AS OF A/30/2024	
	Total Combin	Total Expenditures Less Combined Revenues Total 50% of Mono County Cost for FY 23/24 to	\$728,533.82 \$175,624.56 \$552,909.26	PLEASE NO				JALS AS OF 6/30/2024	
	Total Combin	Total Expenditures Less Combined Revenues Total  50% of Mono County Cost for FY 23/24 to be billed in FY 24/25	\$728,533.82 \$175,624.56 \$552,909.26	PLEASE NO		NT IS BASED ON unity deposited :			
	Total Combin	Total Expenditures Less Combined Revenues Total  50% of Mono County Cost for FY 23/24 to be billed in FY 24/25 Amount for Ag Budget to receive in FY	\$728,533.82 \$175,624.56 \$552,909.26	PLEASE NO					
	Total Combin	Total Expenditures Less Combined Revenues Total  50% of Mono County Cost for FY 23/24 to be billed In FY 24/25  Amount for Ag Budget to receive In FY 23/24 less ESWMA's County Cost Plan that	\$728,533.82 \$175,624.56 \$552,909.26	PLEASE NO					
	Total Combin	Total Expenditures Less Combined Revenues Total  50% of Mono County Cost for FY 23/24 to be billed in FY 24/25 Amount for Ag Budget to receive in FY	\$728,533.82 \$175,624.56 \$552,909.26	PLEASE NO Subtracted					

Year Invoice Unrefunded Gas Tax Net Cost to Mono	22/23 23/24 \$250,000.00 \$273,072.13 \$89,285.00 \$126,041.00 \$160,715.00 \$147,031.13		\$36,756.00 Increase Y/Y in Gas Tax \$13,683.87 Net Mono Cost decrease		
Gax Tax	Budget/Anticipated \$103,708.00	Actual \$126,041.00	\$22,333.00 Additional Received over expected \$250,739.13 Invoice Total minus Additional Gas Tax	141	

	INTY OF MONO ROPRIATION TRA	NSFER REQUEST			
Department:		County Administrative Office		Fiscal Year:	FY 2025
	get Unit:	100-26-074		Date:	2/19/2025
Prepared by:		Allison Shaw		Phone:	760-932-5408
Reveni	ue adjustment				
Action		Account Name	Approved Budget		Adjusted Budget
+/-	XXX-XX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Expens	se adjustment				\$0.00
Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+/-	XXX-XX-XXX-XXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
-	100-13-330-91010	Contingency		(\$13,100.00)	(\$13,100.00)
+	100-26-074-32500	Professional & Specialized Services	\$260,000.00	\$13,100.00	\$273,100.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
		Total (If greater than \$0	explain on page 2)	\$0.00	

COUNTY OF MONO APPROPRIATION TRANSFER REQUEST	
Explanation	
Please address the following for the Budget adjustment reques 1 - Why is there a need for the requested Budget adjustment?  Mono County received more gas tax this year than expected and the actua & Measures is in turn higher.	What has changed since budget adoption?
2 - Why are funds available for the budget adjustment? If total a statement of current fund balance before adjustment.	is not zero explain where funds are coming from and make
3 - Is this a non-recurring event or should this be reflected in no	ext years budget?
Budget Request detail Board Approval not required  X_ Board Approval required  X_Request for Contingency	
1. Department Head - Signature	2. Budget Officer - Signature
Sandra Moberly	· OM
3. Finance Director - Signature	4. CAO - Signature
Janet Didoher	Sandra Moberly



### REGULAR AGENDA REQUEST

☐ Print

Departments: Hui	man Resources
MEETINGDATE	March 18, 2025

**TIME REQUIRED** Approve Amended Salary Matrix for **SUBJECT** 

Mono County Paramedic Fire Rescue BEFORE THE **BOARD** Association

**PERSONS APPEARING** 

#### **AGENDA DESCRIPTION:**

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

Replacement of Salary Matrix approved with MOU on 3/11/25

RECOMMENDED ACTION:  Approve minute order for the amended salary matrix.
FISCAL IMPACT: None
CONTACT NAME: Christine Bouchard  PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  ▼ YES □ NO
ATTACHMENTS:

#### History

Click to download PFRA Salary Matrix

Time Who **Approval** 3/13/2025 1:25 PM County Counsel Yes 3/14/2025 9:20 AM Yes Finance 3/14/2025 9:31 AM County Administrative Office Yes



## COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

To: Board of Supervisors

**BOARD OF SUPERVISORS** 

**CHAIR** 

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District I

Rhonda Duggan / District 2 Paul McFarland / District 3 John Peters / District 4 From: Christine Bouchard, Assistant County Administrator

Date: March 18, 2025

Re: Approve Minute Order of updated Salary Matrix for PFRA MOU.

#### **COUNTY DEPARTMENTS**

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Chris Beck

ECONOMIC DEVELOPMENT Liz Grans

EMERGENCY MEDICAL SERVICES Bryan Bullock

FINANCE Janet Dutcher, DPA, MPA,

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES Kathryn Peterson

INFORMATION TECHNOLOGY Mike Martinez

PROBATION Karin Humiston

PUBLIC WORKS

Paul Roten

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

☐ A Thriving Economy ⊠ Function	Safe and Healthy Communities   Mandated
☐ Sustainable Public Lands	

### **Discussion**

On March 11, 2025, the Board approved the MOU between the County and the Mono County Paramedic Fire Rescue Association. After approval staff realized the incorrect salary matrix was attached to the MOU. The matrix in this board item is the matrix approved by both the County and the PFRA.

# MONO COUNTY - 2025 Salary Schedule Paramedic Fire Rescue Association (PFRA)

					STEPS	5			
Class Title	RANGE		Α		В		С	D	E
Emergency	40	Hourly						\$ 17.7373	\$ 18.6242
Medical		Bi-weekly						\$ 1,986.58	\$ 2,085.91
Technician		monthly	N	IOT	APPLICABL	E		\$ 4,304.25	\$ 4,519.47
		Annual						\$ 51,651.04	\$ 54,233.59
Paramedic I	50	Hourly	\$ 19.6194	\$	20.6003	\$	21.6303	\$ 22.7119	\$ 23.8475
		Bi-weekly	\$ 2,197.37	\$	2,307.24	\$	2,422.60	\$ 2,543.73	\$ 2,670.92
		monthly	\$ 4,760.97	\$	4,999.01	\$	5,248.96	\$ 5,511.41	\$ 5,786.98
		Annual	\$ 57,131.58	\$	59,988.16	\$	62,987.57	\$ 66,136.95	\$ 69,443.79
Paramedic II	54	Hourly	\$ 21.6491	\$	22.7316	\$	23.8682	\$ 25.0616	\$ 26.3147
		Bi-weekly	\$ 2,424.70	\$	2,545.94	\$	2,673.23	\$ 2,806.90	\$ 2,947.24
		monthly	\$ 5,253.52	\$	5,516.20	\$	5,792.01	\$ 6,081.61	\$ 6,385.69
		Annual	\$ 63,042.26	\$	66,194.37	\$	69,504.09	\$ 72,979.30	\$ 76,628.26
Training	56	Hourly	\$ 23.8145	\$	25.0052	\$	26.2555	\$ 27.5682	\$ 28.9467
Officer		Bi-weekly	\$ 2,667.22	\$	2,800.58	\$	2,940.61	\$ 3,087.64	\$ 3,242.02
		monthly	\$ 5,778.98	\$	6,067.93	\$	6,371.33	\$ 6,689.89	\$ 7,024.39
		Annual	\$ 69,347.77	\$	72,815.16	\$	76,455.92	\$ 80,278.71	\$ 84,292.65
Station	58	Hourly	\$ 24.8937	\$	26.1384	\$	27.4453	\$ 28.8175	\$ 30.2584
Captain		Bi-weekly	\$ 2,788.09	\$	2,927.50	\$	3,073.87	\$ 3,227.56	\$ 3,388.94
		monthly	\$ 6,040.86	\$	6,342.91	\$	6,660.05	\$ 6,993.05	\$ 7,342.71
		Annual	\$ 72,490.36	\$	76,114.88	\$	79,920.62	\$ 83,916.65	\$ 88,112.49

# MONO COUNTY - 2026 Salary Schedule Paramedic Fire Rescue Association (PFRA)

					STEPS				
Class Title	RANGE		Α		В		С	D	E
Emergency	40	Hourly						\$ 18.2694	\$ 19.1829
Medical		Bi-weekly						\$ 2,046.18	\$ 2,148.48
Technician		monthly		NOT	APPLICABLE	•		\$ 4,433.38	\$ 4,655.05
		Annual						\$ 53,200.57	\$ 55,860.60
Paramedic I	50	Hourly	\$ 20.2079	\$	21.2183	\$	22.2793	\$ 23.3932	\$ 24.5629
		Bi-weekly	\$ 2,263.29	\$	2,376.45	\$	2,495.28	\$ 2,620.04	\$ 2,751.04
		monthly	\$ 4,903.79	\$	5,148.98	\$	5,406.43	\$ 5,676.75	\$ 5,960.59
		Annual	\$ 58,845.53	\$	61,787.80	\$	64,877.19	\$ 68,121.05	\$ 71,527.11
Paramedic II	54	Hourly	\$ 22.2986	\$	23.4135	\$	24.5842	\$ 25.8134	\$ 27.1041
		Bi-weekly	\$ 2,497.44	\$	2,622.32	\$	2,753.43	\$ 2,891.10	\$ 3,035.66
		monthly	\$ 5,411.13	\$	5,681.68	\$	5,965.77	\$ 6,264.06	\$ 6,577.26
		Annual	\$ 64,933.53	\$	68,180.20	\$	71,589.21	\$ 75,168.68	\$ 78,927.11
Training	56	Hourly	\$ 24.5289	\$	25.7554	\$	27.0431	\$ 28.3953	\$ 29.8151
Officer		Bi-weekly	\$ 2,747.24	\$	2,884.60	\$	3,028.83	\$ 3,180.27	\$ 3,339.29
		monthly	\$ 5,952.35	\$	6,249.97	\$	6,562.47	\$ 6,890.59	\$ 7,235.12
		Annual	\$ 71,428.20	\$	74,999.61	\$	78,749.59	\$ 82,687.07	\$ 86,821.43
Station	58	Hourly	\$ 25.6405	\$	26.9225	\$	28.2686	\$ 29.6821	\$ 31.1662
Captain		Bi-weekly	\$ 2,871.73	\$	3,015.32	\$	3,166.09	\$ 3,324.39	\$ 3,490.61
		monthly	\$ 6,222.09	\$	6,533.19	\$	6,859.85	\$ 7,202.85	\$ 7,562.99
		Annual	\$ 74,665.07	\$	78,398.32	\$	82,318.24	\$ 86,434.15	\$ 90,755.86

# MONO COUNTY - 2027 Salary Schedule Paramedic Fire Rescue Association (PFRA)

			·		STEPS			·
Class Title	RANGE		Α		В	С	D	E
Emergency	40	Hourly					\$ 18.8175	\$ 19.7584
Medical		Bi-weekly					\$ 2,107.56	\$ 2,212.94
Technician		monthly		NO	T APPLICABLE		\$ 4,566.38	\$ 4,794.70
		Annual					\$ 54,796.59	\$ 57,536.42
Paramedic I	50	Hourly	\$ 20.8142	\$	21.8549	\$ 22.9476	\$ 24.0950	\$ 25.2998
		Bi-weekly	\$ 2,331.19	\$	2,447.75	\$ 2,570.14	\$ 2,698.64	\$ 2,833.57
		monthly	\$ 5,050.91	\$	5,303.45	\$ 5,568.63	\$ 5,847.06	\$ 6,139.41
		Annual	\$ 60,610.90	\$	63,641.44	\$ 66,823.51	\$ 70,164.69	\$ 73,672.92
Paramedic II	54	Hourly	\$ 22.9676	\$	24.1159	\$ 25.3217	\$ 26.5878	\$ 27.9172
		Bi-weekly	\$ 2,572.37	\$	2,700.99	\$ 2,836.03	\$ 2,977.84	\$ 3,126.73
		monthly	\$ 5,573.46	\$	5,852.13	\$ 6,144.74	\$ 6,451.98	\$ 6,774.58
		Annual	\$ 66,881.54	\$	70,225.61	\$ 73,736.89	\$ 77,423.74	\$ 81,294.92
Training	56	Hourly	\$ 25.2648	\$	26.5280	\$ 27.8544	\$ 29.2471	\$ 30.7095
Officer		Bi-weekly	\$ 2,829.66	\$	2,971.14	\$ 3,119.70	\$ 3,275.68	\$ 3,439.46
		monthly	\$ 6,130.92	\$	6,437.47	\$ 6,759.34	\$ 7,097.31	\$ 7,452.17
		Annual	\$ 73,571.05	\$	77,249.60	\$ 81,112.08	\$ 85,167.68	\$ 89,426.07
Station	58	Hourly	\$ 26.4097	\$	27.7302	\$ 29.1167	\$ 30.5725	\$ 32.1011
Captain		Bi-weekly	\$ 2,957.89	\$	3,105.78	\$ 3,261.07	\$ 3,424.12	\$ 3,595.33
		monthly	\$ 6,408.75	\$	6,729.19	\$ 7,065.65	\$ 7,418.93	\$ 7,789.88
		Annual	\$ 76,905.02	\$	80,750.27	\$ 84,787.79	\$ 89,027.18	\$ 93,478.54



# REGULAR AGENDA REQUEST

■ Print

ME	ETIN	IG DA	TE	March	18,	2025

**Departments: Finance** 

TIME REQUIRED

**SUBJECT** Distribution of Excess Proceeds from

Tax Sale

PERSONS APPEARING BEFORE THE BOARD

### **AGENDA DESCRIPTION:**

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

Review the two claims for excess proceeds from the February 7, 2024, sale of tax defaulted property.

RECON	лмек	IDED		ION:
REGUI		IDED /	<b>H</b> G I	IVIN.

Authorize the disbursement of excess proceeds from the February 7, 2024, sale of tax defaulted property.

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	IJ	U,	ᄮ	HIV	_	C	•	•

None.

**CONTACT NAME:** Janet Dutcher

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

### **SEND COPIES TO:**

Janet Dutcher

### **MINUTE ORDER REQUESTED:**

¥ YES □ NO

### **ATTACHMENTS:**

Cli	Click to download						
ם	<u>Staff Report</u>						
D	Claim for Excess Proceeds 010-383-002-000						
D	Claim for Excess Proceeds 026-293-015-000						

### History

 Time
 Who
 Approval

 3/11/2025 10:23 AM
 County Counsel
 Yes

 3/11/2025 3:21 PM
 Finance
 Yes

Janet Dutcher, DPA, MPA, CPA, CGFM Director of Finance Treasurer-Tax Collector P.O. Box 495 Bridgeport, California 93517 (760) 932-5480 Fax (760) 932-5481

Meeting Date: March 18, 2025

**Title:** Distribution of Excess Proceeds from Tax Sale

**Prepared by:** Janet Dutcher, Finance Director

### **BACKGROUND**

Annually, the Treasurer-Tax Collector conducts a property tax sale of all properties having five years or more of defaulted secured property taxes. The main objective in conducting tax sales is to collect unpaid taxes and return the property to a revenue-generating status by conveying the property to another owner. Once collected, the Auditor-Controller's Office distributes these proceeds to taxing jurisdictions to fund public services. The conduct of tax sales adheres to instructions provided by the California State Controller's Office and describes the comprehensive steps necessary to prepare, conduct, and complete each tax sale. The manual is available at: <a href="https://www.sco.ca.gov/Files-ARD-Tax-Info/Tax-Collector-Ref-Man/ctspm\_v1\_2016.pdf">https://www.sco.ca.gov/Files-ARD-Tax-Info/Tax-Collector-Ref-Man/ctspm\_v1\_2016.pdf</a>.

Upon completion of the sale, the Tax Collector records the deed transferring title to the property to the purchaser. When the proceeds exceed the delinquent taxes, fees, and costs of the sale, the Tax Collector holds the excess for at least one year after recording the deed transfer. During this time, the Office sends notices to parties of interest, the last assessee and lienholders of record before the sale, of their right to claim the excess proceeds. We mail the notice within 90 days after the sale, and the parties of interest have one year from the recorded deed date to file a claim. The Treasurer-Tax Collector's Office includes a blank claim form when it mails the parties of interest notice with instructions to complete the claim and remit it to our Office along with documentation supporting their claim.

Upon approval of the County Board of Supervisors, the Tax Collector will request the Auditor-Controller to disburse the excess proceeds by County warrant to each approved party.

### REQUEST BEFORE THE BOARD

On February 7, 2024, at the public auction of tax-defaulted properties, the sale of parcels 026-293-015-000 and 010-383-002-000 generated excess proceeds. We first offered these properties for sale on November 14, 2023, but they did not sell. Following the established process, we reoffered these properties for purchase on February 7, 2024. At this point, both properties sold and generated combined excess proceeds of \$37,852.81. The Recorder's Office recorded deeds conveying title to the new purchasers on February 22, 2024.

Janet Dutcher, DPA, MPA, CPA, CGFM Director of Finance Treasurer-Tax Collector P.O. Box 495 Bridgeport, California 93517 (760) 932-5480 Fax (760) 932-5481

Two claimants submitted the claim forms attached to this agenda item, which we submit to the Board of Supervisors for your approval according to state law.

We reviewed both claims and found that each claimant's right to the excess proceeds is established. We recommend that the Board authorize the following excess proceeds for immediate distribution.

Assessor's Parcel			Recommended
Number	Claimant	Claim Amount	Disbursement
010-383-002-000	David Hill	\$13,938.49	\$13,938.49
026-293-015-000	Derik Shilling-Hill	\$23,914.32	\$23,914.32

### **ATTACHMENTS**

- 1. Claim for Excess Proceeds 010-383-002-000
- 2. Claim for Excess Proceeds 026-293-015-000

Additional information about this agenda item is available by contacting Janet Dutcher, Finance Director, at 760-932-5494 or by email at jdutcher@mono.ca.gov.

Gerald A. Frank, CGIP Assistant Director of Finance Treasurer-Tax Collector

PO Box 495

Bridgeport, CA 93517

Janet Dutcher, DPA, MPA, CPA, CGFM Director of Finance P.O. Box 495 Bridgeport, California 93517 (760) 932-5480 Fax (760) 932-5481

CLAIM FOR EX	KCESS PROCEEDS
TO: Mono County Treasurer-Tax Collector	
RE: Claim for Excess Proceeds	RECEIVED
I hereby certify that I am a party of interest in the follo	wing property:
Assessor's Parcel number: 010-383-00	Z-000 TAX COLLECTOR
Assessee: Pritchett, BARBARA	JEAN .
Situs: TWIN LAKES SUBDIVISI	
Date sold: 02/67/2024	
Date deed to purchaser recorded: 02/22/	2024
I claim excess proceeds under California Revenue and Supporting my claim.	
I certify (or declare), under penalty of perjury, that the	foregoing is true and correct.
Signature of claimant	Name of claimant (please print or type)
Mailing address:	Daytime phone: 253 223-6886
260 A ADELMA BEACH RD	
Port Townsend, WA. 9830	58
MAIL COMPLETED CLAIM FORMS TO:	
County of Mono Treasurer/Tax Collector	



Gerald A. Frank, CGIP Assistant Director of Finance Treasurer-Tax Collector

Janet Dutcher, DPA, MPA, CPA, CGFM Director of Finance P.O. Box 495 Bridgeport, California 93517 (760) 932-5480 Fax (760) 932-5481

	Fax (760) 93
CLAIM FOR E	XCESS PROCEEDS
TO: Mono County Treasurer-Tax Collector	
RE: Claim for Excess Proceeds	
I hereby certify that I am a party of interest in the foll	
Assessor's Parcel number: 626 - 293 -	015-000
Assessee: Der-14 Shallang-Hall	
Situs: 15 white mountain Dr	<u> </u>
Date sold: 02/1/2024	
Date deed to purchaser recorded: 02/22/2	024
	Taxation Code section 4675. Enclosed is documentation
I certify (or declare), under penalty of perjury, that the	e foregoing is true and correct.
Signature of claimant	Name of claimant (please print or type)
Mailing address:	Daytime phone: (766) 258 6971
BESHOP CA	
93514	

MAIL COMPLETED CLAIM FORMS TO:

County of Mono Treasurer/Tax Collector PO Box 495 Bridgeport, CA 93517



# REGULAR AGENDA REQUEST

■ Print

ME	ETIN	IG DA	TE	March	18,	2025

**Departments: Finance** 

TIME REQUIRED
SUBJECT
Monthly Treasury Transaction Report
APPEARING

BEFORE THE BOARD

### **AGENDA DESCRIPTION:**

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

Treasury Transaction Report for the month ended January 31, 2025.

### **RECOMMENDED ACTION:**

Approve the Treasury Transaction Report for the month ended January 31, 2025.

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None.

**CONTACT NAME:** Janet Dutcher

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

### **SEND COPIES TO:**

Janet Dutcher

### **MINUTE ORDER REQUESTED:**

▼ YES □ NO

### **ATTACHMENTS:**

Click to download

☐ Monthly Treasury Transaction Report - January 2025

### History

Time Who Approval

 3/11/2025 10:23 AM
 County Counsel
 Yes

 3/4/2025 11:21 AM
 Finance
 Yes

 3/11/2025 10:37 AM
 County Administrative Office
 Yes



Action	Settlement Date	CUSIB	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transact		30311	Silates	Description	T di cilase i lice	Timolpai	Dividends	TTM @ COSt	Total
Buy		91282CME8	1,500,000.00	T-Note 4.25 12/31/2026	99.76	1,496,425.78	2,641.57	4.38	1,499,067.35
Buy		91282CMF5	1,500,000.00	T-Note 4.25 1/15/2028	99.37	1,490,566.41	0.00	4.48	1,490,566.41
Buy	1/24/2025		960,000.00	BANK OF AMERICA 4.979 1/24/2029	100.00	960,000.00	0.00	4.98	960,000.00
Buy	1/24/2025		750,000.00	JPMORGAN CHASE CO 4.915 1/24/2029	100.00	750,000.00	0.00	4.92	750,000.00
Биу		40047FE00	4,710,000.00	JPMORGAN CHASE CO 4.913 1/24/2029	100.00	4,696,992.19	2,641.57	4.92	4,699,633.76
	Subtotal						<u> </u>		
Deposit	1/15/2025		500,000.00	First American Gov Fund MM	100.00	500,000.00	0.00	0.00	500,000.00
Deposit	1/20/2025	31846V203	249,000.00	First American Gov Fund MM	100.00	249,000.00	0.00	0.00	249,000.00
Deposit	1/21/2025	31846V203	500,000.00	First American Gov Fund MM	100.00	500,000.00	0.00	0.00	500,000.00
Deposit	1/31/2025	CAMP60481	190,401.07	California Asset Management Program LGIP	100.00	190,401.07	0.00	0.00	190,401.07
Deposit	1/31/2025	OAKVALLEY0670	20,252.62	Oak Valley Bank Cash	100.00	20,252.62	0.00	0.00	20,252.62
Deposit	1/31/2025	OAKVALLEY0670	27,554,719.51	Oak Valley Bank Cash	100.00	27,554,719.51	0.00	0.00	27,554,719.51
	Subtotal		29,014,373.20			29,014,373.20	0.00		29,014,373.20
Total Buy Transactions			33,724,373.20			33,711,365.39	2,641.57		33,714,006.96
Interest/Divid	lends								
Interest	1/1/2025	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	697.88	0.00	697.88
Interest	1/1/2025	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	1,015.10	0.00	1,015.10
Interest	1/1/2025	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	930.51	0.00	930.51
Interest	1/1/2025	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	930.51	0.00	930.51
Interest	1/1/2025	21056RAC3	0.00	Consumers Federal Credit Union 4.55 6/12/2029		0.00	962.23	0.00	962.23
Interest	1/1/2025	68283MAP1	0.00	OnPath Federal Credit Union 4.85 7/31/2028		0.00	1,017.44	0.00	1,017.44
Interest	1/1/2025	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	1/1/2025	90353EBM4	0.00	USF Federal Credit Union 4.35 7/30/2029		0.00	919.94	0.00	919.94
Interest	4/4/0005	25844MAK4	0.00	Dort Financial Credit Union 4.5 12/16/2027		0.00	2,801.59	0.00	2,801.59
intorest	1/1/2025	23044IVIAN4	0.00	20111 III. III. III. III. III. III. III.					,
Interest	1/1/2025		0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	941.08	0.00	941.08
		92891CCP5				0.00	941.08 380.66	0.00	



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/1/2025	02157RAC1	0.00	Altaone Federal Credit Union 3.85 9/13/2029		0.00	814.20	0.00	814.20
Interest	1/2/2025	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	1/5/2025	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	676.73	0.00	676.73
Interest	1/5/2025	89236TLL7	0.00	Toyota Motor Credit Corp 4.65 1/5/2029		0.00	11,625.00	0.00	11,625.00
Interest	1/7/2025	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	1/7/2025	90355GKU9	0.00	UBS Bank USA 4.1 2/7/2029		0.00	867.07	0.00	867.07
Interest	1/7/2025	3130AWJZ4	0.00	FHLB 5 7/7/2028-25		0.00	25,000.00	0.00	25,000.00
Interest	1/8/2025	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	1,015.10	0.00	1,015.10
Interest	1/8/2025	3133EPVP7	0.00	FFCB 4.75 7/8/2026		0.00	23,750.00	0.00	23,750.00
Interest	1/8/2025	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	993.95	0.00	993.95
Interest	1/8/2025	898812AB8	0.00	Tucson Federal Credit Union 4.95 8/8/2028		0.00	1,042.62	0.00	1,042.62
Interest	1/9/2025	3133EPU37	0.00	FFCB 3.875 1/9/2029		0.00	19,375.00	0.00	19,375.00
Interest	1/9/2025	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	884.65	0.00	884.65
Interest	1/10/2025	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	898.79	0.00	898.79
Interest	1/10/2025	291916AL8	0.00	Empower Federal Credit Union 4.6 5/24/2029		0.00	972.81	0.00	972.81
Interest	1/10/2025	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	697.88	0.00	697.88
Interest	1/11/2025	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	1/13/2025	146102BB3	0.00	Carter Bank & Trust 3.8 9/13/2029		0.00	803.62	0.00	803.62
Interest	1/14/2025	3136G4YL1	0.00	FNMA 0.625 7/14/2025-22		0.00	3,125.00	0.00	3,125.00
Interest	1/14/2025	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	1/14/2025	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	1/14/2025	12481GAZ0	0.00	CBC Federal Credit Union 4.65 5/14/2029		0.00	983.38	0.00	983.38
Interest	1/14/2025	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	1,004.53	0.00	1,004.53
Interest	1/15/2025	91282CHM6	0.00	T-Note 4.5 7/15/2026		0.00	22,500.00	0.00	22,500.00
Interest	1/15/2025	91282CEY3	0.00	T-Note 3 7/15/2025		0.00	15,000.00	0.00	15,000.00
Interest	1/15/2025	478160CJ1	0.00	Johnson & Johnson 2.625 1/15/2025-17		0.00	6,562.50	0.00	6,562.50



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/15/2025	78413RAP2	0.00	SCE Federal Credit Union 4.25 2/15/2029		0.00	898.79	0.00	898.79
Interest	1/15/2025	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	740.18	0.00	740.18
Interest	1/15/2025	478160CK8	0.00	Johnson & Johnson 2.9 1/15/2028-27		0.00	7,250.00	0.00	7,250.00
Interest	1/17/2025	3133EPQD0	0.00	FFCB 4.25 7/17/2028		0.00	21,250.00	0.00	21,250.00
Interest	1/17/2025	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	951.66	0.00	951.66
Interest	1/17/2025	31422X4Y5	0.00	FAMC 4.32 7/17/2028		0.00	21,600.00	0.00	21,600.00
Interest	1/18/2025	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	1/18/2025	24422EUY3	0.00	John Deere Capital Corp 2.8 7/18/2029		0.00	7,000.00	0.00	7,000.00
Interest	1/18/2025	3133EPW84	0.00	FFCB 3.875 1/18/2029		0.00	19,375.00	0.00	19,375.00
Interest	1/19/2025	3133ENB33	0.00	FFCB 3.05 7/19/2027		0.00	15,250.00	0.00	15,250.00
Interest	1/20/2025	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	919.94	0.00	919.94
Interest	1/20/2025	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	631.03	0.00	631.03
Interest	1/20/2025	59013KP42	0.00	Merrick Bank 3.8 9/20/2029		0.00	803.62	0.00	803.62
Interest	1/20/2025	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	930.51	0.00	930.51
Interest	1/20/2025	3133ELV92	0.00	FFCB 0.77 7/20/2027		0.00	3,850.00	0.00	3,850.00
Interest	1/21/2025	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	951.66	0.00	951.66
Interest	1/21/2025	90331HPL1	0.00	US Bank NA 2.05 1/21/2025		0.00	5,125.00	0.00	5,125.00
Interest	1/21/2025	98138MCV0	0.00	Workers Federal Credit Union 4 4/23/2029		0.00	845.92	0.00	845.92
Interest	1/21/2025	3137EAEU9	0.00	FHLMC 0.375 7/21/2025		0.00	1,875.00	0.00	1,875.00
Interest	1/22/2025	33847E3W5	0.00	Flagstar Bank FSB 0.6 7/22/2025		0.00	753.14	0.00	753.14
Interest	1/22/2025	3134GV5V6	0.00	FHLMC 0.6 7/22/2025-22		0.00	3,000.00	0.00	3,000.00
Interest	1/22/2025	31424WFE7	0.00	FAMC 4.04 1/22/2029		0.00	20,200.00	0.00	20,200.00
Interest	1/23/2025	33715LFV7	0.00	First Technology Federal Credit Union 3.85 10/23/2		0.00	814.20	0.00	814.20
Interest	1/24/2025	795451DM2	0.00	Sallie Mae Bank/Salt Lake 4.3 7/24/2029		0.00	5,289.12	0.00	5,289.12
Interest	1/24/2025	3136G4YE7	0.00	FNMA 0.7 7/24/2025-22		0.00	3,500.00	0.00	3,500.00
Interest	1/25/2025	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	951.66	0.00	951.66
Interest	1/25/2025	83088XAQ1	0.00	Skyone Federal Credit Union 3.85 10/25/2029		0.00	814.20	0.00	814.20



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/25/2025	3130AQHZ9	0.00	FHLB 1.54 1/25/2027-23		0.00	7,700.00	0.00	7,700.00
Interest	1/26/2025	3130ASLA5	0.00	FHLB 4.5 7/26/2027-24		0.00	22,500.00	0.00	22,500.00
Interest	1/26/2025	3130AKMD5	0.00	FHLB 0.5 1/26/2026-21		0.00	2,500.00	0.00	2,500.00
Interest	1/26/2025	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	1/26/2025	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	729.60	0.00	729.60
Interest	1/26/2025	742718FZ7	0.00	Procter & Gamble Co 3.95 1/26/2028-23		0.00	10,013.25	0.00	10,013.25
Interest	1/26/2025	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	1/26/2025	3130AQJ20	0.00	FHLB Step 1/26/2026-23		0.00	7,875.00	0.00	7,875.00
Interest	1/26/2025	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	1/27/2025	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	898.79	0.00	898.79
Interest	1/27/2025	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	157.97	0.00	157.97
Interest	1/27/2025	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	1/27/2025	3130AQKF9	0.00	FHLB 1.6 1/27/2027-23		0.00	8,000.00	0.00	8,000.00
Interest	1/27/2025	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	1/28/2025	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	962.23	0.00	962.23
Interest	1/28/2025	38149MWX7	0.00	Goldman Sachs Bank USA 0.85 7/28/2026		0.00	1,062.66	0.00	1,062.66
Interest	1/28/2025	3130AKPC4	0.00	FHLB 0.6 1/28/2026-21		0.00	3,000.00	0.00	3,000.00
Interest	1/28/2025	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,053.15	0.00	1,053.15
Interest	1/28/2025	3135G06R9	0.00	FNMA 0.55 1/28/2026-21		0.00	2,750.00	0.00	2,750.00
Interest	1/29/2025	06406RAF4	0.00	Bank of New York Mellon 3.4 1/29/2028-27		0.00	8,500.00	0.00	8,500.00
Interest	1/29/2025	3130ANCA6	0.00	FHLB 1.05 7/29/2026-24		0.00	5,250.00	0.00	5,250.00
Interest	1/29/2025	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	1/29/2025	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	1/29/2025	713448EL8	0.00	Pepsico Inc 2.625 7/29/2029-29		0.00	6,562.50	0.00	6,562.50
Interest	1/30/2025	29669XAX6	0.00	Essential Credit Union 4.35 7/30/2029		0.00	919.94	0.00	919.94
Interest	1/30/2025	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,053.15	0.00	1,053.15



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/30/2025	77357DAB4	0.00	Rockland Federal Credit Union 5 11/30/2028		0.00	1,040.41	0.00	1,040.41
Interest	1/30/2025	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	867.07	0.00	867.07
Interest	1/30/2025	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	1/30/2025	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	930.51	0.00	930.51
Interest	1/30/2025	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,053.15	0.00	1,053.15
Interest	1/31/2025	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	1/31/2025	CAMP60481	0.00	California Asset Management Program LGIP		0.00	190,401.07	0.00	190,401.07
Interest	1/31/2025	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	919.94	0.00	919.94
Interest	1/31/2025	91282CHQ7	0.00	T-Note 4.125 7/31/2028		0.00	41,250.00	0.00	41,250.00
Interest	1/31/2025	91282CFB2	0.00	T-Note 2.75 7/31/2027		0.00	13,750.00	0.00	13,750.00
Interest	1/31/2025	472207AJ8	0.00	Jeanne D'Arc Credit Union 4.3 7/31/2029		0.00	909.36	0.00	909.36
Interest	1/31/2025	912828Z78	0.00	T-Note 1.5 1/31/2027		0.00	7,500.00	0.00	7,500.00
Interest	1/31/2025	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	941.08	0.00	941.08
Interest	1/31/2025	24773RBW4	0.00	Delta National Bank and Trust 0.55 7/21/2025		0.00	690.38	0.00	690.38
Interest	1/31/2025	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	930.51	0.00	930.51
Interest	1/31/2025	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	20,252.62	0.00	20,252.62
	Subtotal		0.00			0.00	675,295.84		675,295.84
Total Interest/Dividends			0.00			0.00	675,295.84		675,295.84
Sell Transacti	ons								
Matured	1/15/2025	478160CJ1	500,000.00	Johnson & Johnson 2.625 1/15/2025-17	0.00	500,000.00	0.00	0.00	500,000.00
Matured	1/20/2025	538036HP2	249,000.00	Live Oak Banking Company 1.85 1/20/2025	0.00	249,000.00	0.00	0.00	249,000.00
Matured	1/21/2025	90331HPL1	500,000.00	US Bank NA 2.05 1/21/2025	0.00	500,000.00	0.00	0.00	500,000.00
	Subtotal		1,249,000.00			1,249,000.00	0.00		1,249,000.00
Withdraw	1/15/2025	31846V203	2,641.57	First American Gov Fund MM	0.00	2,641.57	0.00	0.00	2,641.57
Withdraw	1/15/2025	31846V203	1,490,566.41	First American Gov Fund MM	0.00	1,490,566.41	0.00	0.00	1,490,566.41
Withdraw	1/15/2025	31846V203	1,496,425.78	First American Gov Fund MM	0.00	1,496,425.78	0.00	0.00	1,496,425.78



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Withdraw	1/21/2025	CAMP60481	2,000,000.00	California Asset Management Program LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	1/22/2025	CAMP60481	6,000,000.00	California Asset Management Program LGIP	0.00	6,000,000.00	0.00	0.00	6,000,000.00
Withdraw	1/23/2025	CAMP60481	6,000,000.00	California Asset Management Program LGIP	0.00	6,000,000.00	0.00	0.00	6,000,000.00
Withdraw	1/24/2025	31846V203	750,000.00	First American Gov Fund MM	0.00	750,000.00	0.00	0.00	750,000.00
Withdraw	1/24/2025	31846V203	960,000.00	First American Gov Fund MM	0.00	960,000.00	0.00	0.00	960,000.00
Withdraw	1/29/2025	CAMP60481	2,500,000.00	California Asset Management Program LGIP	0.00	2,500,000.00	0.00	0.00	2,500,000.00
Withdraw	1/31/2025	OAKVALLEY0670	28,095,975.49	Oak Valley Bank Cash	0.00	28,095,975.49	0.00	0.00	28,095,975.49
	Subtotal		49,295,609.25			49,295,609.25	0.00		49,295,609.25
Total Sell Transactions			50,544,609.25			50,544,609.25	0.00		50,544,609.25



## REGULAR AGENDA REQUEST

Print

MEETING DATE	March 18, 2025
Departments: Cle	rk of the Board

TIME REQUIRED

SUBJECT Correspondence Sent Regarding

Mono County 2025 Appropriations

PERSONS APPEARING BEFORE THE BOARD

### **AGENDA DESCRIPTION:**

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

Correspondence sent on behalf of Mono Board of Supervisors to Congressman Kiley and Senators Schiff and Padilla regarding Mono County 2025 Appropriations.

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  YES NO
ATTACHMENTS:
Click to download
Letter of Support - 2025 Appropriations - Congressman Kily
Letter of Support - 2025 Appropriations - Sen. Schiff
Letter of Support - 2025 Appropriations - Sen. Padilla

### History

Time	Who	Approval
3/13/2025 1:26 PM	County Counsel	Yes
3/13/2025 2:06 PM	Finance	Yes
3/13/2025 3:06 PM	County Administrative Office	Yes



### BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517 (760) 932-5530 BOS@mono.ca.gov
Queenie Barnard, Clerk of the Board

March 7, 2025

The Honorable Kevin Kiley United States House of Representatives 2445 Rayburn House Office Building Washington, DC 20515

Re: Mono County, CA - Fiscal Year 2026 Community Project Funding Requests

Dear Congressman Kiley:

On behalf of the County of Mono, California, the Board of Supervisors respectfully request your sponsorship of the following projects for the Fiscal Year (FY) 2026 federal appropriations process. These four projects are of significant public interest and will ensure our local government and special districts can continue to provide outstanding services to our communities.

The County is seeking funds to build a new fire station in the Crowley Lake area, of vital importance to residents and the Los Angeles Department of Water and Power; as well as funds to install new emergency backup generators in multiple locations throughout the County; and for the renovation and improvement of three Emergency Medical Services (EMS) stations. The County is also requesting funds to replace the aging water and sewer pipe infrastructure in the Lee Vining Community.

### **Sunny Slopes Fire Station (Long Valley Fire Station #2)**

This project would allow Mono County to build a new fire station in the Sunny Slopes and Crowley Lake area of southern Mono County, an area that currently lacks a nearby fire station. The new station will be operated by the Long Valley Fire Protection District, and provide fire response and emergency services to the area. Our County has already invested in this project, and we have developed preliminary designs detailing interior and exterior capabilities. In addition to the community safety benefits this station will provide, it will also ensure that the water and dam infrastructure owned by the Los Angeles Department of Water and Power is protected. The reservoir at Crowley Lake and the Long Valley Dam provides water storage and flood control services, and any damage to that infrastructure could have major impacts on the Los Angeles aqueduct and impact water resources for the Los Angeles metropolitan area. Our

Board is in full support of this critical emergency services project, and we urge you to support this request in FY 2026.

### Mono County Emergency Backup Generator Project

Mono County is also requesting funds to install 19 new emergency generators in 8 communities across the County. These generators will provide backup power and HVAC services in community centers, emergency disaster shelters, police and fire facilities, medical facilities, and other places of community importance. Due to Mono County's exposure to extreme weather events throughout the year, it is critical that the County have access to emergency generators that provide sufficient power resources for potentially long durations of time. Winter months are filled with massive amounts of snow and temperatures consistently below freezing, while summer months can see flash flooding, high temperatures, and wildfires. During fire season in particular, wildfire smoke lingers in the air and prevents residents from spending time outdoors or even prevents them from opening the windows in their own homes, a problem compounded by the fact that many homes in the County lack air conditioning. Funds will ensure that the County can provide its residents with safe and reliable accommodation during power outages and emergencies and ensure health and safety throughout the year.

### **Emergency Medical Services Station Modification and Refurbishment**

The County is also pursuing funds to modify and refurbish facilities relied upon by Mono County Emergency Medical Services (MCEMS). MCEMS plays a critical role in providing emergency medical response and inter-facility transport throughout Mono County. MCEMS employs highly trained paramedics and EMTs who operate four Advanced Life Support (ALS) ambulances, with an additional two reserve ALS ambulances available. These dedicated professionals work out of multiple facilities that also serve as housing and shelter during their shifts. Unfortunately, many of these facilities are in significant disrepair, requiring upgrades such as new HVAC systems, flooring, roofing, climate-control equipment, and medical supply storage. This funding would enable the County to repair and improve three key paramedic crew stations located in Bridgeport, Walker, and June Lake. Additionally, it would support rebuilding ambulance garages to enhance vehicle safety and longevity against harsh weather conditions. These improvements would not only enhance the quality of life for MCEMS employees but also strengthen the County's ability to attract and retain skilled personnel, ensuring reliable emergency medical services for the community.

### Lee Vining Public Utility District Water System Replacement

The County is also requesting funds to replace the water and sewer infrastructure in Lee Vining, California. Lee Vining sits at the junction of the easternmost entrance to Yosemite National Park, just at the end of the Tioga Pass, with a public utility district that serves 225 residents, federal buildings, state buildings, school facilities, and supports the town's vital tourism economy. The County hopes to replace the lines in conjunction with Caltrans District 9's planned rehabilitation of U.S. Highway 395, as Caltrans' work will damage, and potentially destroy, the already aging and leaking water infrastructure.

Please do not hesitate to reach out to this Board or our staff if you have any questions. We look forward to continuing to work with you as the FY 2026 appropriations process unfolds. As always, the Mono County Board of Supervisors thanks you for your unceasing efforts on behalf of the County and of the entire Eastern Sierra region as a whole. Thank you for your consideration of our request and for your support of Mono County.

Sincerely,

Lynda Salcido (Mar 7, 2025 13:41 PST)

Lynda Salcido Board Chair Mono County Board of Supervisors



# BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517 (760) 932-5530 BOS@mono.ca.gov
Queenie Barnard, Clerk of the Board

March 7, 2025

The Honorable Adam Schiff United States Senate 112 Hart Senate Office Building Washington, DC 20510

Re: Mono County, CA – Fiscal Year 2026 Community Project Funding Requests

Dear Senator Schiff:

On behalf of the County of Mono, California, the Board of Supervisors respectfully request your sponsorship of the following projects for the Fiscal Year (FY) 2026 federal appropriations process. These four projects are of significant public interest and will ensure our local government and special districts can continue to provide outstanding services to our communities.

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Sincerely,



Lynda Salcido Board Chair Mono County Board of Supervisors



# BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517 (760) 932-5530 BOS@mono.ca.gov
Queenie Barnard, Clerk of the Board

March 7, 2025

The Honorable Alex Padilla United States Senate 331 Hart Senate Office Building Washington, DC 20510

Re: Mono County, CA – Fiscal Year 2026 Community Project Funding Requests

Dear Senator Padilla:

On behalf of the County of Mono, California, the Board of Supervisors respectfully request your sponsorship of the following projects for the Fiscal Year (FY) 2026 federal appropriations process. These four projects are of significant public interest and will ensure our local government and special districts can continue to provide outstanding services to our communities.

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Sincerely,

Lynda Salcido (Mar 7, 2025 13:41 PST)

Lynda Salcido Board Chair Mono County Board of Supervisors



### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** March 18, 2025

**Departments: Community Development with partners** 

TIME REQUIRED 50 minutes (40 minute presentation,

10 minute questions)

**SUBJECT** Bi-State Sage Grouse Action Plan

Update

**PERSONS** 

**APPEARING** 

**BEFORE THE** 

**BOARD** 

Wendy Sugimura, Community Development Director; Tracy

Misiewicz, Bi-State Sage-Grouse Data

and Communications Coordinator

### **AGENDA DESCRIPTION:**

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

Provide an update on conservation efforts and the Draft 2025 Bi-State Action Plan for the Bi-State sage grouse.

### **RECOMMENDED ACTION:**

1. Receive an update on efforts and accomplishments related to the effort to conserve the Bi-State distinct population segment of the greater sage-grouse (Centrocercusurophasianus) (hereafter referred to as the Bi-State sage-grouse) and the Draft 2025 Bi-State Action Plan. 2. Renew commitment to continue the County's involvement in the effort through implementation of the 2025 Bi-State Action Plan and participation in the Local Area Working Group, Technical Advisory Committee, and Executive Oversight Committee.

#### FISCAL IMPACT:

None. Current conservation programming is included in the adopted budget.

**CONTACT NAME: Wendy Sugimura** 

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

### **SEND COPIES TO:**

### MINUTE ORDER REQUESTED:

▼ YES □ NO

### **ATTACHMENTS:**

Click to download

<u>staff report</u>

<u>A Timeline</u>

B Draft Plan Executive Summary and Link to Full Plan

C Sage-grouse habitat map

### History

Time	Who	<b>A</b> pproval
3/3/2025 11:18 AM	County Counsel	Yes
3/11/2025 3:19 PM	Finance	Yes
3/11/2025 10:37 PM	County Administrative Office	Yes



Bi-State Sage Grouse Data and Communications Coordinator Inyo National Forest Supervisor's Office 351 Pacu Ln #200 Bishop, CA 93514

March 18, 2025

**To:** Mono County Board of Supervisors

From: Tracy Misiewicz, Bi-State Sage-Grouse Data and Communications Coordinator

**RE:** Bi-State Sage-Grouse Action Plan Update

#### RECOMMENDATIONS

- 1) Receive an update on efforts and accomplishments related to the effort to conserve the Bi-State distinct population segment of the greater sage-grouse (*Centrocercus urophasianus*) (hereafter referred to as the Bi-State sage-grouse) and the Draft 2025 Bi-State Action Plan.
- 2) Renew commitment to continue the County's involvement in the effort through implementation of the 2025 Bi-State Action Plan and participation in the Local Area Working Group, Technical Advisory Committee, and Executive Oversight Committee.

### **BACKGROUND**

In 2013, the U.S. Fish and Wildlife Service (USFWS) proposed to list the Bi-State Distinct Population Segment (DPS) as threatened under the federal Endangered Species Act (ESA) and proposed critical habitat designations. In 2015, the USFWS withdrew the listing, in part due to collaborative Bi-State conservation efforts, but a subsequent legal action and court order overturned the decision and remanded the decision to the USFWS. In 2020, the USFWS again withdrew the proposed listing and on May 16, 2022, the U.S. District Court for the Northern District of California again overturned the USFWS's decision. As a result, the 2013 proposed threatened status was reinstated, 1.8 million acres is again considered proposed critical habitat, and the USFWS is expected to issue a new final listing decision early in 2025. Bi-State partners remain committed to conserving the Bi-State sage-grouse regardless of the listing outcome. See Attachment A for a graphic timeline.

The Bi-State Local Area Working Group (LAWG) serves as the foundation of stakeholders engaged in the conservation and management of the Bi-State sage-grouse. It is composed of a diverse group of stakeholders including, but not limited to, federal, state, and local land and wildlife management agencies, agricultural producers, Native American Tribes, NGOs, and private citizens. This group has been the center of collaborative conservation efforts to protect the Bi-State sage-grouse for over two decades and has worked collaboratively to develop a series of Bi-State Sage-Grouse action plans to guide their work. The Bi-State Action Plan was released first in 2004, again in 2012, and is being finalized for release in 2025. See Attachment B for a link to the 2025 draft plan and the executive summary.

The objective of the 2025 Bi-State Action Plan is to provide a comprehensive conservation strategy with actionable management recommendations. It provides a framework to conserve the Bi-State sage-grouse and its habitats by addressing coordination needs, regulatory mechanisms, habitat improvement, and monitoring and research. It builds on the actions outlined in the 2012 Bi-State Action Plan with the intent to:

- Maintain and improve sagebrush and associated habitats in the Bi-State area for the greater sage-grouse and other species.
- Ensure no net loss of greater sage-grouse breeding populations in the Bi-State area.



• Improve landscape level health of the Bi-State area by managing land in a manner that considers the conservation needs of ecosystems and species found adjacent to sage-brush ecosystems.

The largest subpopulations of Bi-State sage-grouse inhabit land within Mono County (see Attachment D) and the County has played a pivotal role in the Bi-State partnership for more than a decade. Representatives from Mono County regularly participate in the LAWG, Technical Advisory Committee (TAC), and the Executive Oversight Committee (EOC). In addition to assisting with educational workshops, website development/hosting, lek counts, and public messaging, Mono County has also spearheaded major projects that benefit sage-grouse such as the closing the Benton Crossing Landfill and implementing design features to reduce wildlife access to putrescent waste at the Pumice Valley landfill.

In 2016, Mono County received the *Conservation Leadership Partner of the Year Award* from the Bureau of Land Management (BLM) and U.S. Forest Service (USFS). The County was recognized as "...an exemplary partner for the BLM and the Forest Service in support of Bi-state sage-grouse conservation, taking an innovative approach to dealing with a potential Endangered Species Act listing. The County was proactive and dove into helping with or leading projects to conserve the Bi-State sage-grouse and its habitat across jurisdictional boundaries, and assisted with activities that would benefit the bird across its entire range, not just within the county. The County's part in summarizing past conservation activities completed by the Local Area Working Group (LAWG) and the future commitments of the LAWG to fund high priority sage-grouse projects was imperative in informing the decision not to list the DPS as Threatened under the Endangered Species Act in April of 2015" (Steve Small, BLM, Chief, Division of Fish and Wildlife Conservation, at the presentation of the award, quoted in a March 22, 2016, press release).

Over the last two years, Mono County has also been an active participant in the development of the 2025 Action Plan. The implementation of the newest Action Plan as well as the continued coordination and planning with local land and wildlife management partners will be key to advancing the successful conservation of the wild landscapes within Mono County that support wildlife and our communities.

The purpose of the update is to inform the board about the sage-grouse conservation effort in the Bi-State by:

- 1) Providing an overview of the Bi-State sage-grouse biology and listing history.
- 2) Providing an overview of significant work accomplished over the last decade.
- 3) Providing an update on the Draft 2025 Bi-State Action Plan with a particular focus on actions directly related to Mono County.

If you have any questions related to the update, please contact me at (760) 920-6328 or <a href="mailto:tracy@sierraforever.org">tracy@sierraforever.org</a>. Any questions related to Mono County's role and involvement may be directed to Wendy Sugimura (760-924-1814, <a href="mailto:wsugimura@mono.ca.gov">wsugimura@mono.ca.gov</a>).

- A. U.S. Fish and Wildlife Service listing and partnership timeline
- B. Draft 2025 Bi-State Sage-Grouse Action Plan Executive Summary; complete draft is available online at <a href="https://sierraforever.org/wp-content/uploads/2024/07/DRAFT">https://sierraforever.org/wp-content/uploads/2024/07/DRAFT</a> 2024 Action Plan.pdf
- C. Bi-State sage-grouse habitat map



### 2002

The Bi-State Sage-Grouse Local Area Working Group is established

# MM

2004 - 2011

The LAWG implements the Plan and in doing so completes thousands of acres of habitat improvement projects



2013

The USFWS proposes to list the Bi-State DPS as threatened under the Endangered Species Act and to designate 1.8 million acres of critical sage-grouse habitat



2015

Given the demonstrated commitment to conservation, the USFWS determines that a listing for the Bi-State sage-grouse is no longer warranted



2019

The LAWG continues to implement the 2012 Action Plan. At this point, 89% of Action Plan objectives have been initiated and the EOC extends their commitments to the effort for another five years



2022

A district court overturns the 2020 withdrawal of the listing. The 2013 proposed rule is reinstated and the USFWS initiates a new status review

### 2004



The LAWG develops the first stakeholderdriven conservation plan for the Bi-State distinct population segment of the greater sage-grouse

### 2012



The 2012 Action Plan is drafted. It summarizes prior conservation efforts and provides a roadmap to conserve the Bi-State sage-grouse

### 2014



Bi-State partners announced a \$45 milliondollar commitment to implement the Action Plan over a 10-year period

### 2018



A federal judge grants a challenge to the USFWS's 2015 listing. The proposed designation and critical habitat status is reinstated

### 2020



After an extended comprehensive analysis of the best available science the Service concluded that successful implementation of conservation actions to date are sufficient to ameliorate threats. Bi-State sage-grouse are not listed under the Endangered Species Act

### 2023



Bi-State partners remain committed to conserving the Bi-State DPS regardless of the listing outcome and begin drafting the 2025 Action Plan



### **EXECUTIVE SUMMARY**

The Bi-State sage-grouse distinct population segment (DPS) of the greater sage-grouse (*Centrocercus urophasianus*) and its habitats have been the center of a collaborative, multi-jurisdictional conservation effort for over two decades 1 The Bi-State partnership involves diverse stakeholders whose work has been guided by a series of Bi-State Sage-Grouse Action Plans — released first in 2004, again in 2012, and now, in 2025. The primary goals of the Bi-State action plans are to: 1) maintain and improve sagebrush and associated habitats in the Bi-State area for the greater sage-grouse and other species, 2) ensure no net loss of greater sage-grouse breeding populations in the Bi-State area, and 3) improve landscape level health of the Bi-State area by managing land in a manner that also considers the conservation needs of ecosystems and species found adjacent to sage-brush ecosystems.

The prior iteration of the action plan, released in 2012, provided a road map to conserve the Bi-State DPS and its habitats using a science-based, adaptive management approach. Since then, the actions set forth in that plan have been continuously implemented in a coordinated effort. Bi-State sage-grouse conservation under the 2012 Action Plan was hugely successful in terms of dollars allocated, actions implemented, and the positive impact of those actions on sage-grouse populations and habitats in the Bi-State area. Recent USGS analyses indicate that the Bi-State DPS is relatively stable when compared to other greater sage-grouse populations, showing nearly neutral population trends (no evidence of a substantial decrease or increase in overall population trends) over the last 10 -15 years with notable population growth observed in 2022 and 2023. Moving forward, the 2025 Bi-State Action Plan will guide the conservation of sage-grouse and their habitats in the Bi-State area.

The development of the 2025 Action Plan was collaborative and relied on information provided by the public, expert opinion from professional biologists and technical experts, and the best available science. As with the 2012 plan, actions in the 2025 plan are devised to:

- Promote a coordinated interagency approach
- Improve regulatory mechanisms
- Manage habitats and subpopulations to mitigate specific threats
- Address research and monitoring needs to ensure that management of the Bi-State DPS is science-based and adaptive
- Advance communication among Bi-State partners that include state and federal resource management agencies, non-governmental organizations, Native American Tribes, landowners, public land users and other interested parties.

Effective and efficient coordination within and among the Bi-State Action Plan signatories is key to successful implementation of the plan. To this end, the 2025 Action Plan focuses on leveraging available staff and funding across jurisdictional boundaries to facilitate and ensure successful implementation. Actions in the Action Plan also aim to advance inter-organizational policies to improve consistency and ensure the conservation effectiveness of discretionary agency actions that may affect the Bi-State DPS and its habitats.

The Bi-State area is ecologically and topographically diverse and the extent to which threats may impact sage-grouse and their habitats across the Bi-State vary locally. Therefore, the 2025 Action



Plan addresses risks and threats at local scales within the Bi-State area and actions consider the health of multiple ecosystems and species.

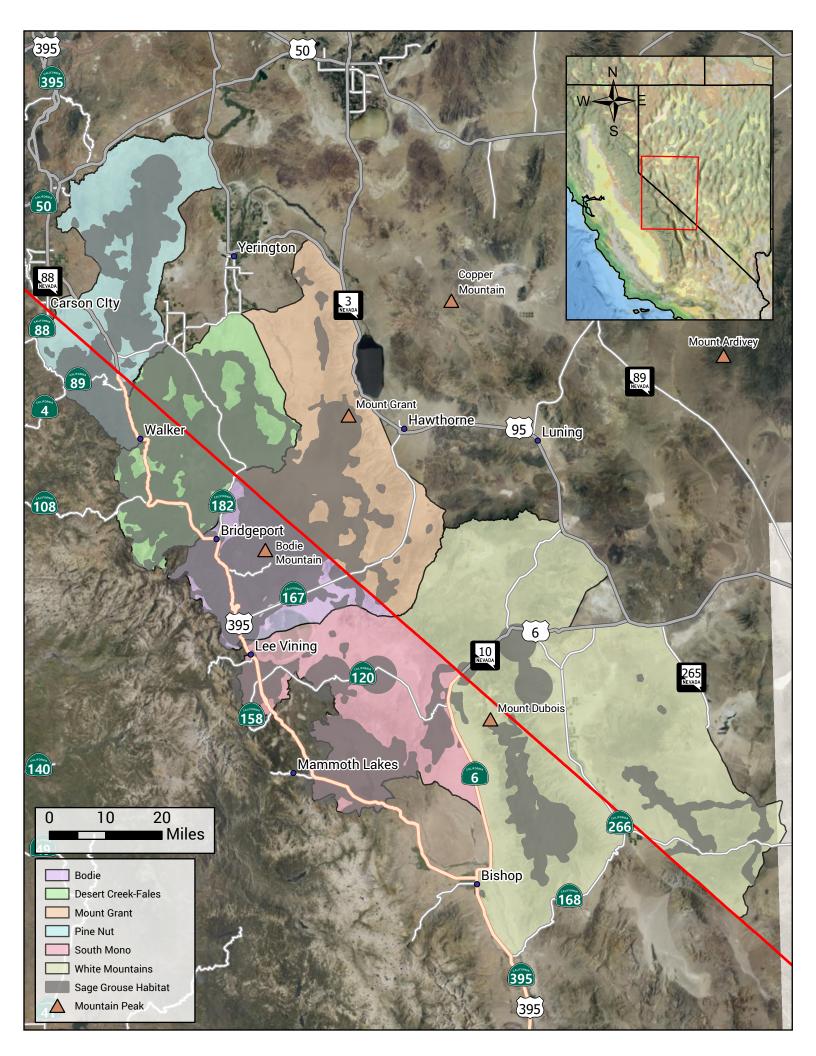
Threats to the Bi-State sage-grouse and its habitats that are addressed in this Action Plan include:

- Wildfire
- Small-scale infrastructure
- Large-scale infrastructure
- Urbanization
- Motorized recreation
- Non-motorized recreation
- Wild horse & burro overpopulation & range expansion
- Predation
- Small populations
- Invasive plant species
- Conifer expansion
- Climate change
- Lack of mesic habitat availability
- Permitted livestock grazing
- Disease & parasites

Implementation of actions set forth in the 2025 Action Plan will be prioritized based on the extent to which they: 1) protect and enhance the core of the Bi-State DPS and its habitats, 2) protect and enhance subpopulations with the greatest potential for growth and habitats with the greatest potential to increase connectivity among and between subpopulations, and 3) protect and restore smaller, isolated subpopulations and habitats that may see significant improvement if historic habitats are restored.

Actions included in the 2025 plan also address research and monitoring needed to: 1) improve our understanding of risks that lack sufficient data to quantify population level impacts to sagegrouse, 2) quantify the effectiveness of implemented conservation actions, and 3) increase our understanding of sage-grouse biology, demographics and movement.

Finally, the 2025 Action Plan aims to continue strengthening communication and collaboration among Bi-State partners and interested parties through engagement with the Local Area Working Group, Technical Advisory Committee, Bi-State Tribal Natural Resources Committee, and the Executive Oversight Committee.





### REGULAR AGENDA REQUEST

■ Print

MEETING DATE March 18, 2025

**Departments: Economic Development** 

TIME REQUIRED 20 minutes

SUBJECT California Department of Fish and

Wildlife Presentation

PERSONS APPEARING

BEFORE THE BOARD

and Wildlife Bishop

Nick Buckmaster, Fisheries Supervisor for the California Department of Fish

**AGENDA DESCRIPTION:** 

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

Presentation by Nick Buckmaster, Fisheries Supervisor for the California Department of Fish and Wildlife Bishop, regarding a general update on Mono County fisheries.

RECOMMENDED ACTION:  None, informational only.
FISCAL IMPACT: None.
CONTACT NAME: Liz Grans PHONE/EMAIL: 760-924-1738 / Igrans@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  □ YES  NO
ATTACHMENTS:
Click to download  D Staff Report D Presentation

### History

 Time
 Who
 Approval

 3/3/2025 11:23 AM
 County Counsel
 Yes

 3/5/2025 5:49 PM
 Finance
 Yes



#### **COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO**

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

To: Board of Supervisors **BOARD OF SUPERVISORS** 

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District I

Rhonda Duggan / District 2 Paul McFarland / District 3 John Peters / District 4

#### **COUNTY DEPARTMENTS**

**ASSESSOR** Hon. Barry Beck

DISTRICT ATTORNEY Hon. David Anderson

SHERIFF / CORONER Hon. Ingrid Braun

BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Chris Beck

ECONOMIC DEVELOPMENT Liz Grans

**EMERGENCY MEDICAL SERVICES** 

Bryan Bullock FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN **SERVICES** 

Kathryn Peterson

INFORMATION **TECHNOLOGY** Mike Martinez

**PROBATION** 

**PUBLIC WORKS** Paul Roten

Karin Humiston

From: Liz Grans

Date: 3/18/2025

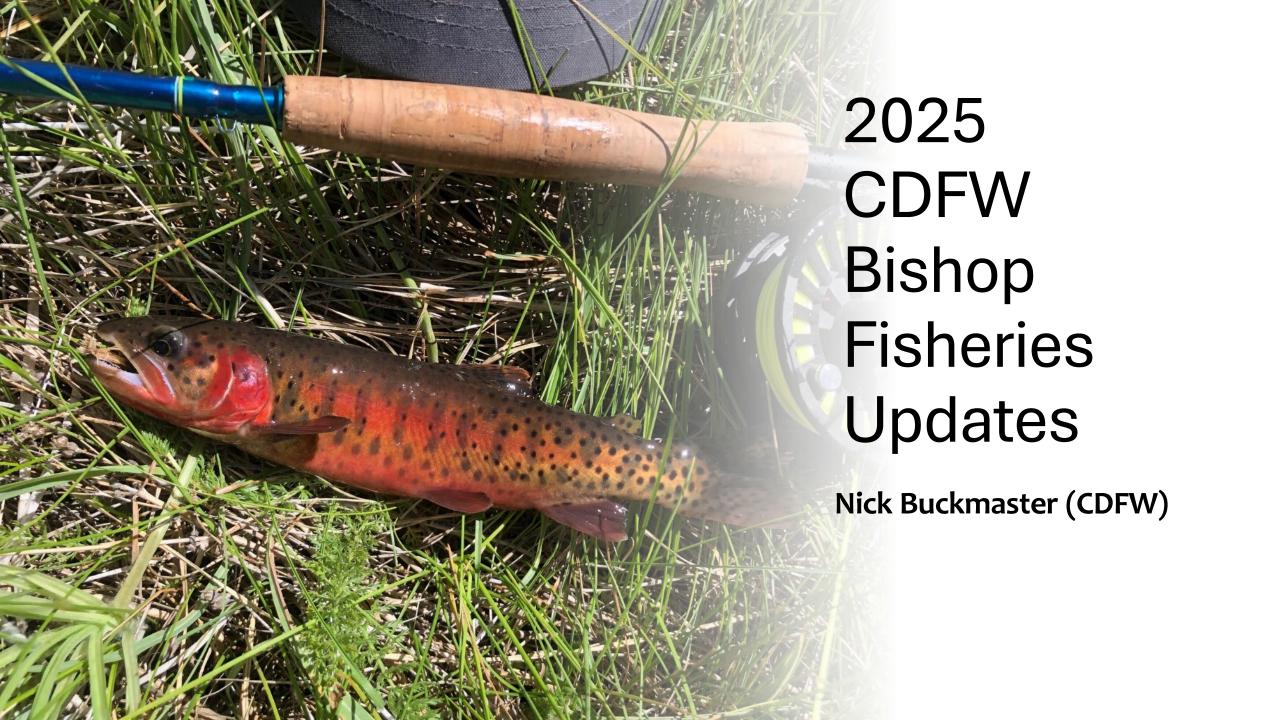
Re: California Department of Fish and Wildlife Presentation

Strategic	Plan	Focus	Areals	) Met
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☐ A Thriving Economy ☐ Safe and Healthy Communities ☐ Mandated Function
Sustainable Public Lands Workforce & Operational Excellence
Discussion

#### Discussion

Presentation by Nick Buckmaster, Fisheries Supervisor for the California Department of Fish and Wildlife Bishop, regarding a general update on Mono County fisheries, which will include information on the Rough Creek Native Fish Restoration project, CDFW hatcheries and stocking, Crowley Lake, and the East Walker River.





## Agenda

- Fisheries Management
- Hatcheries and stocking update
- Fisheries Management Actions
  - Crowley
  - Parker
  - East Walker
- Rough Creek project

Introduction

Fisheries Management

Hatcheries

Actions

Rough Creek

## Eastern Sierra Fisheries Programs

- Stocked Fisheries
  - Regional Biologist: Allotments/planning
  - Regional Hatcheries grow the fish
- Wild trout management
  - Regional Biologist: conducts surveys and preps management plans
- Endangered fish
  - Regional Biologistimplement specific projects



## Stocking

 Enhance trout population available for harvest

 Put and take vs. Put and grow



#### Wild Trout

- Not-stocked with 'keepers'
- Program established by the **Trout and Steelhead** Conservation act



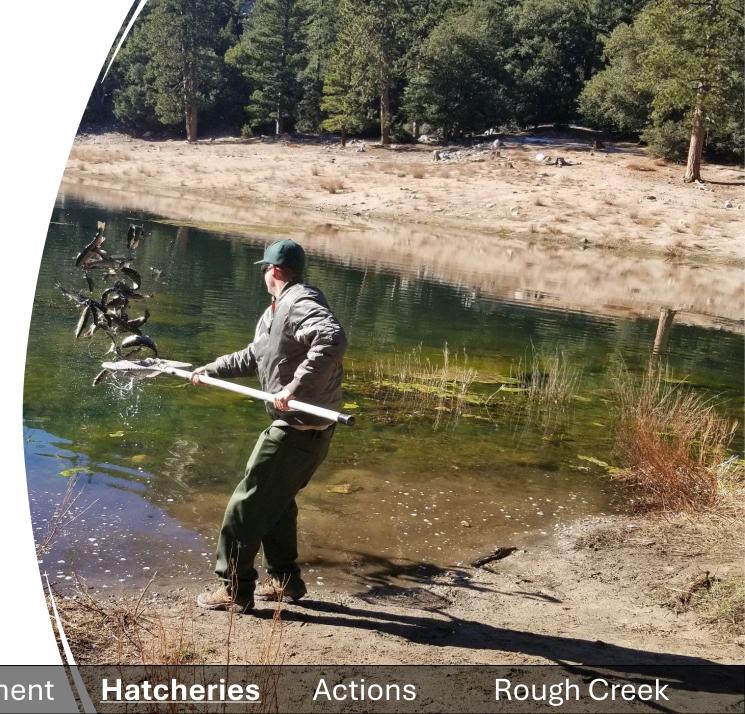
#### Wild Trout

- 'Sustainable' fishing
- Collect data to set fisheries goals
- Management via regulations



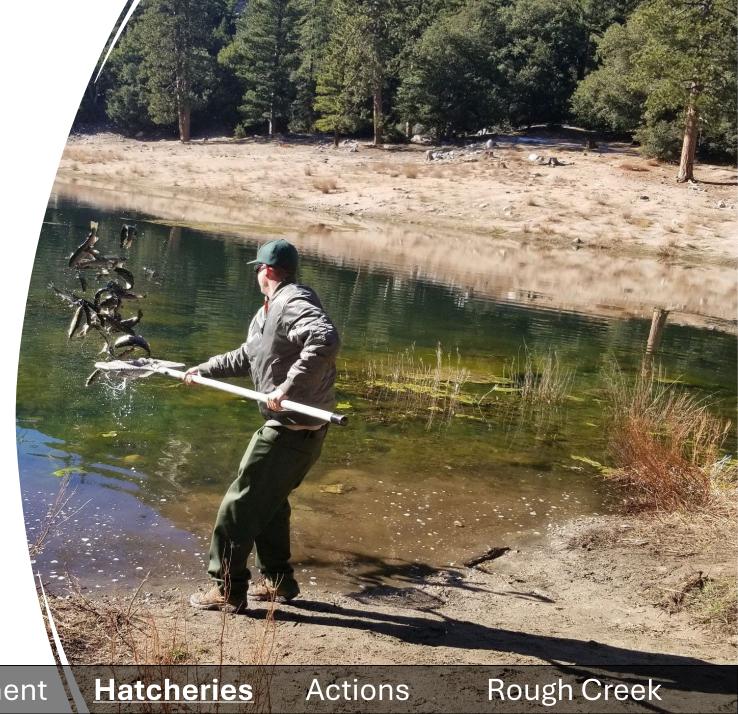
# State of the Hatcheries

- Moving forward (2025):
  - New equipment/ infrastructure etc.
  - Best year since 2020
  - Numbers are all there
  - Takes time to grow fish



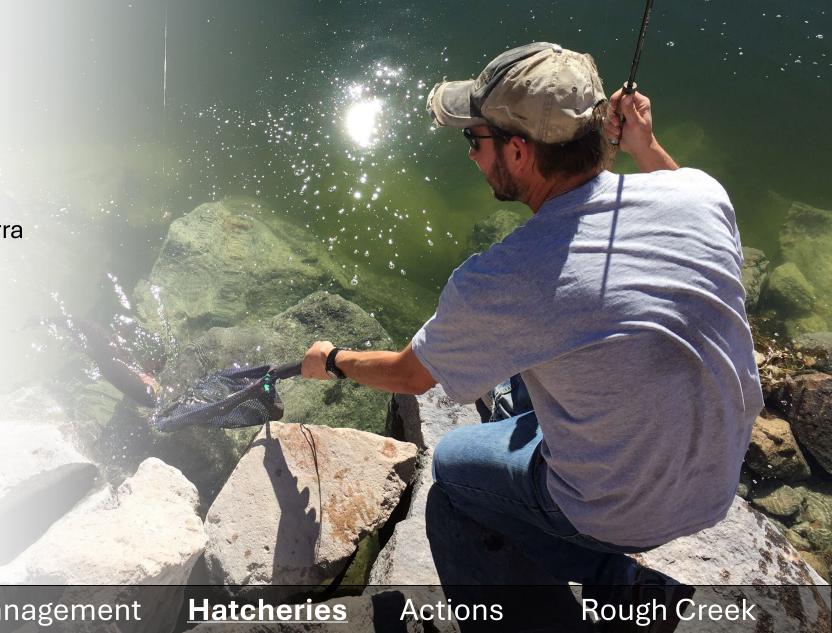
# State of the hatcheries

- Shorter timeframe to grow subcatchables
- Historically planted in EW, Crowley
- Planted in additional lakes in 2023
  - DFW surveys to determine success





- Assess angler catch is key
- Older surveys in Eastern Sierra





- Assess angler catch is key
- Older surveys in Eastern Sierra
- Do you catch more fish if we stock more fish?



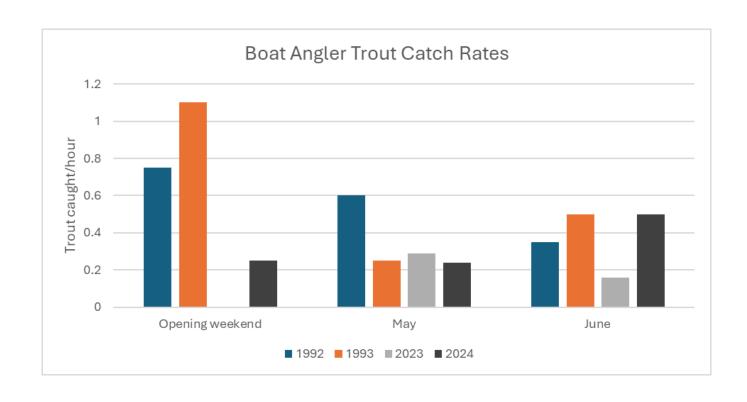
# Crowley Lake

- Three species stocked with different strains
- Many changes in size/species over the decades
- Multiple years of opening day surveys and stocking data
- 2023: Implemented regular creel surveys



# Crowley Lake

- Generated harvest estimates for the first time since the 1990s.
- ~4,000 trout harvested (kept) from the lake during the 2024 season



Hatcheries

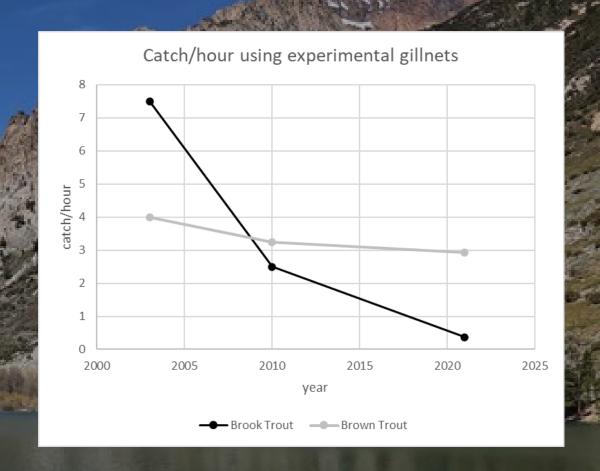
## Crowley creel and e-creel

- Would like local business partners
- Generate harvest estimates
  - ~2 months long- opener thru June 30. Overlap with creel season
- Potential to expand to regionimportant for optimizing stocking



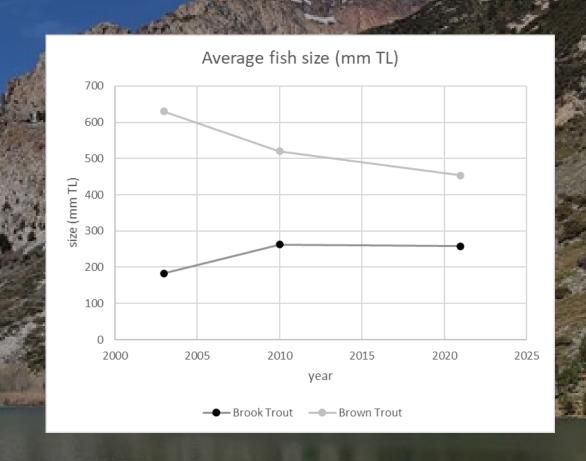
#### Parker Lake (wild trout)

- Apparent collapse of Brook Trout fishery
- Slight decline in Brown Trout fishery



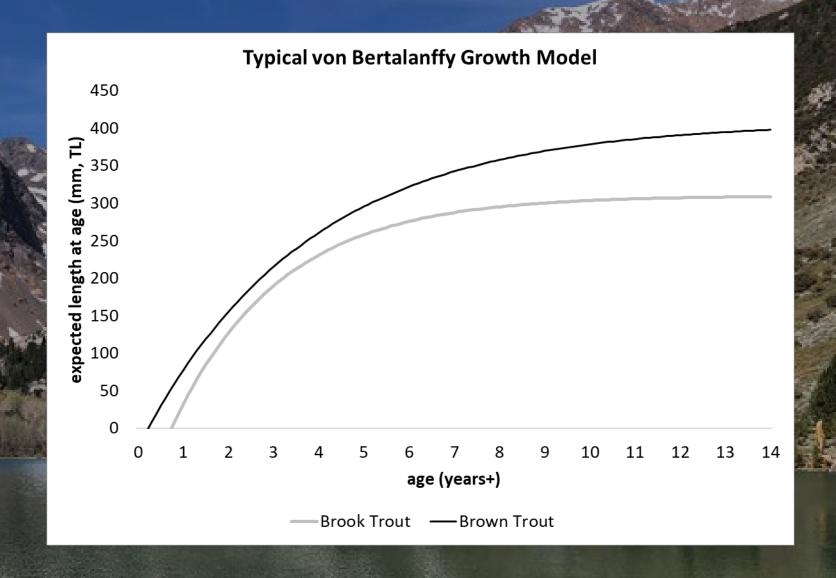
#### Parker Lake

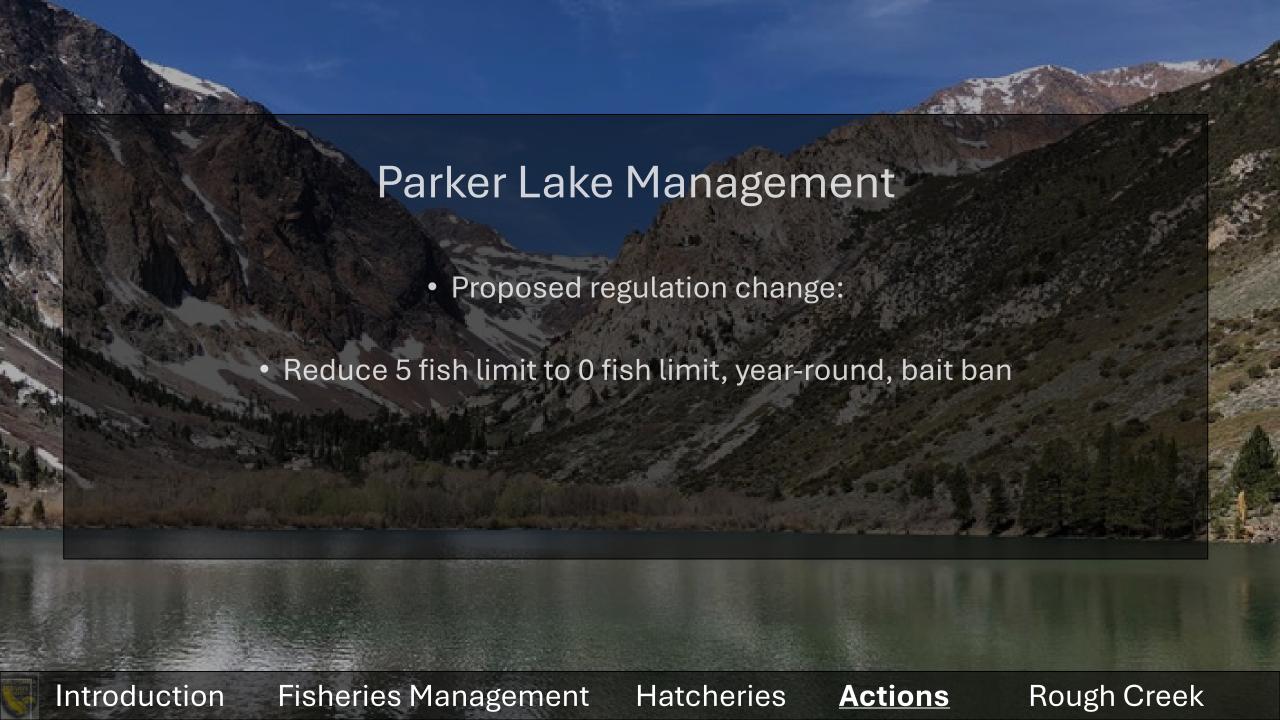
- Decrease in Brown Trout size and slight increase in Brook Trout size
- Patterns are inconsistent with density-dependent mechanisms.... suggest over harvest

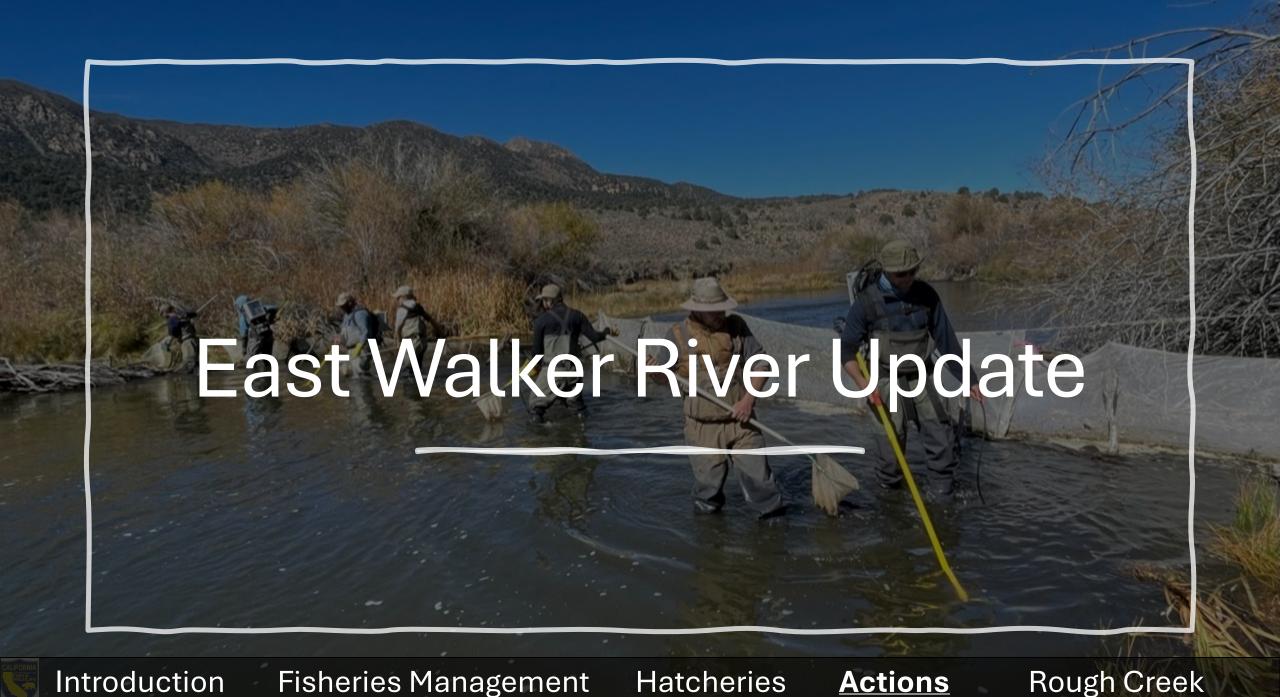


#### Parker Lake

- Trophy fishery takes over a decade to develop
- Slow growth and old fish
- Really easy to over harvest





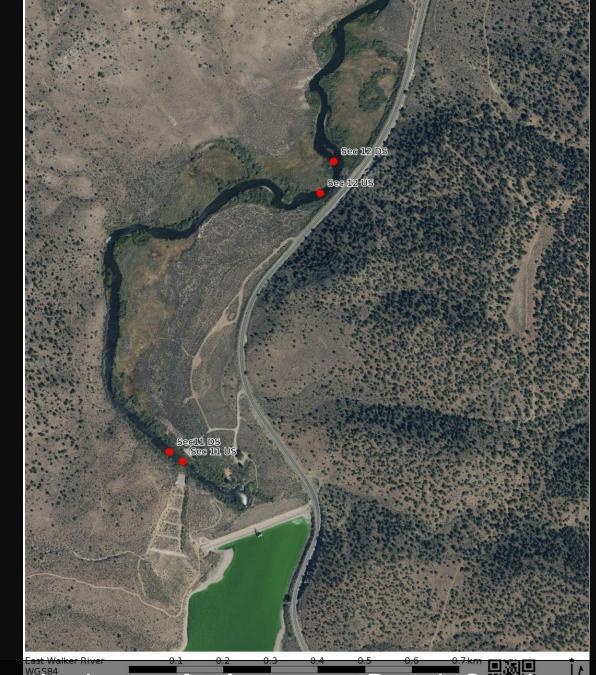


# Monitoring data

- 2022 Spring/Summer creel data
- Fisheries Surveys
- Previous management
  - Pre 2007: winter closure
  - 2007-2021: year round

### Fisheries Survey Data

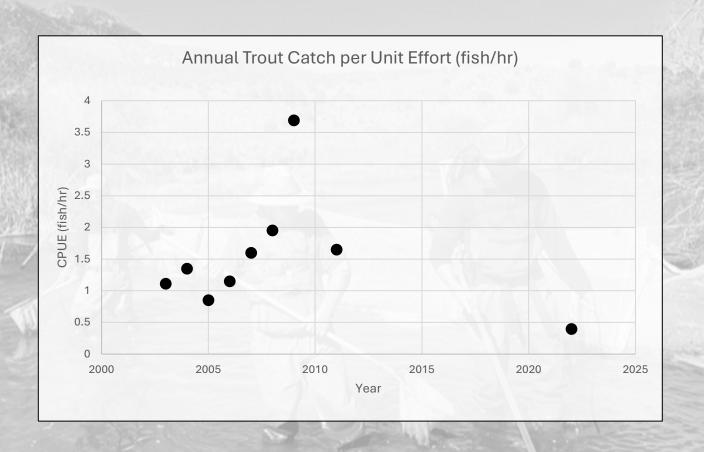
- Three historic survey reaches
- Multipass electrofishing efforts



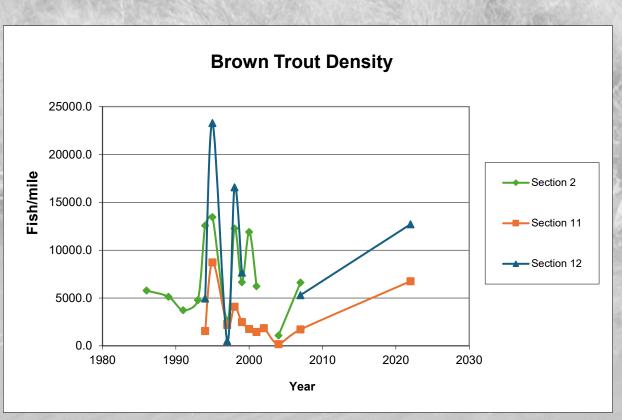
Introduction

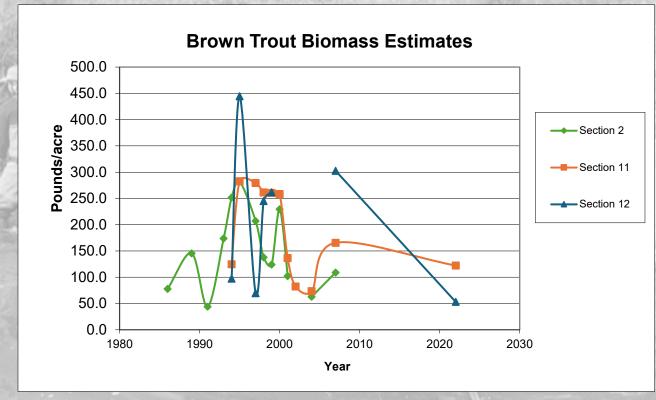
### Creel data

Overall, catch was lower than when water was closed in winter and stocking was higher



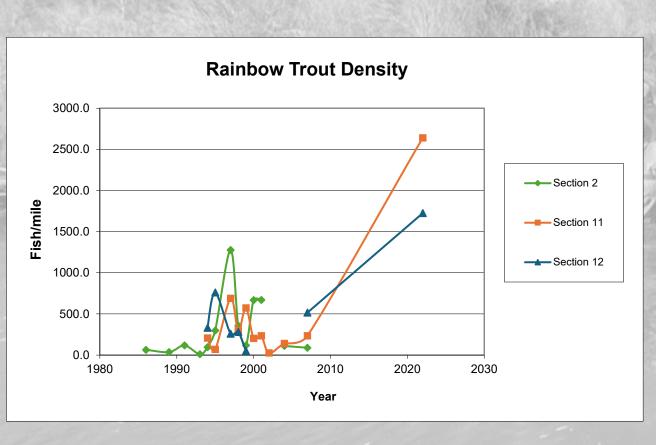
#### **Brown Trout**



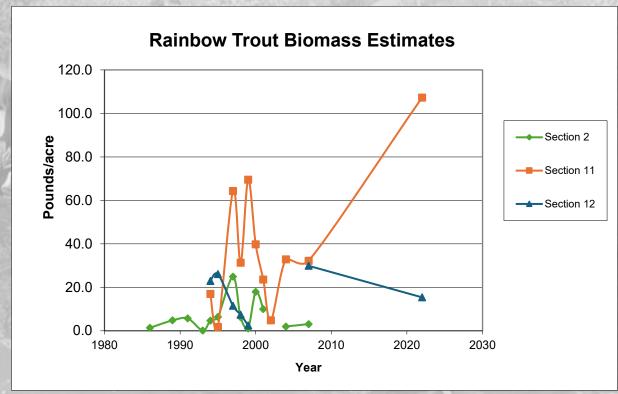


Hatcheries

### Rainbow Trout



Introduction



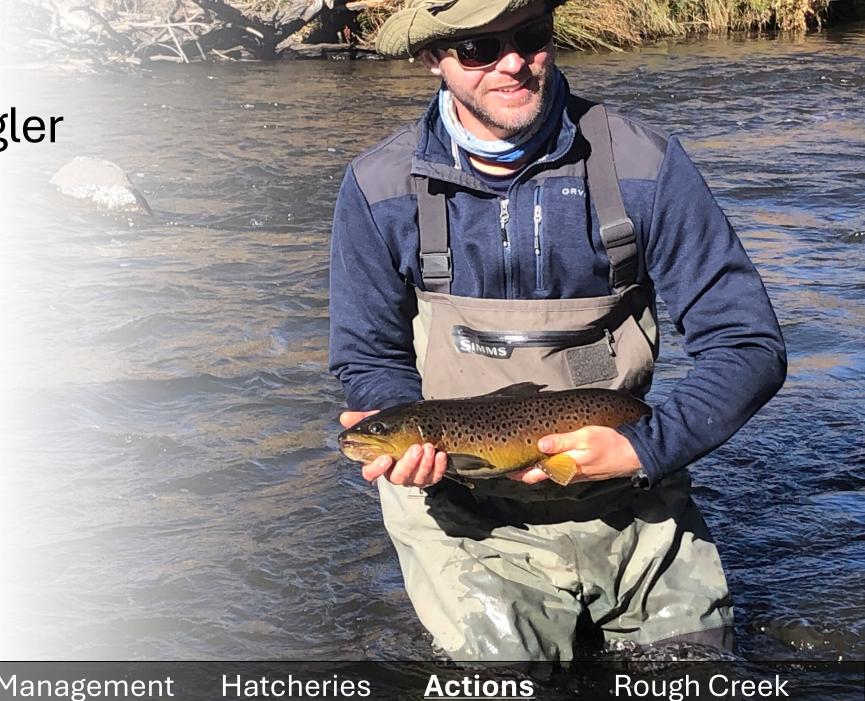
Hatcheries

## East Walker River Management

- Keep current regulations (consistent with F&C commission policy)
- Increase/maintain stocking of Brown Trout (70,000+ extra stocked last year)
- Monitor fishery

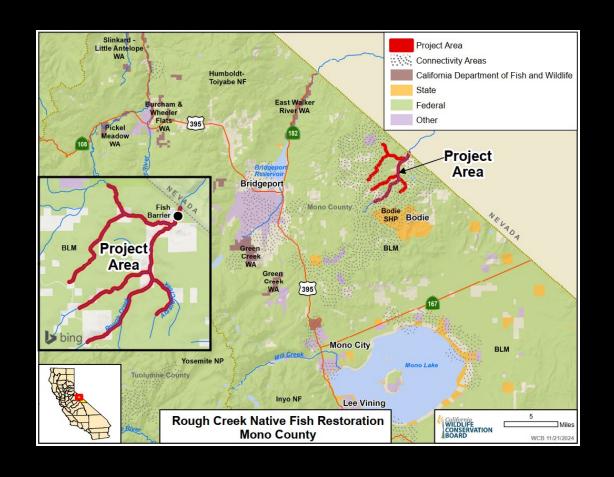
We need to expand our angler sampling

- Can help us optimize our management
- Determine a better path forward



#### Rough Creek

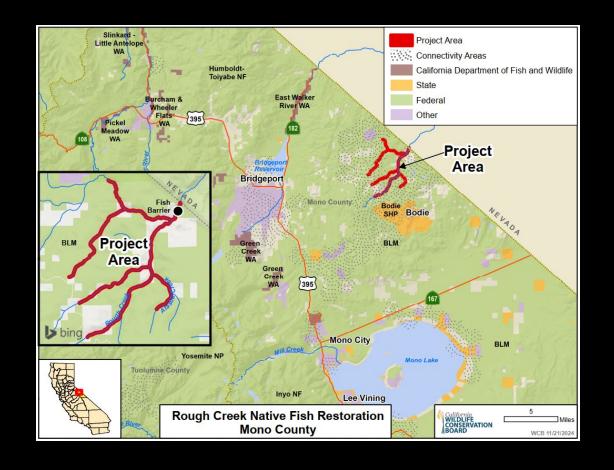
- Non-native fish removal project
- Interagency, NGO, and private partnership



#### Rough Creek

• 2025: Funding, planning, permitting, barrier construction

• 2026-2028 fish removal



## Rough Creek goals

 Establish Lahontan Cutthroat Trout Population and supporting ecosystem (including other fishes)

 Project addresses native species needs as well







Introduction

## Lahontan Cutthroat Trout

- Only native trout to eastern Sierra (Walker Basin)
- Bigger, easier to catch
- Allow us to meet t/e goals too (potentially more resources)



## Other species

- Project will eventually lead to the introduction of the native fish community
- Important for both threatened and endangered fish as well as gamefish



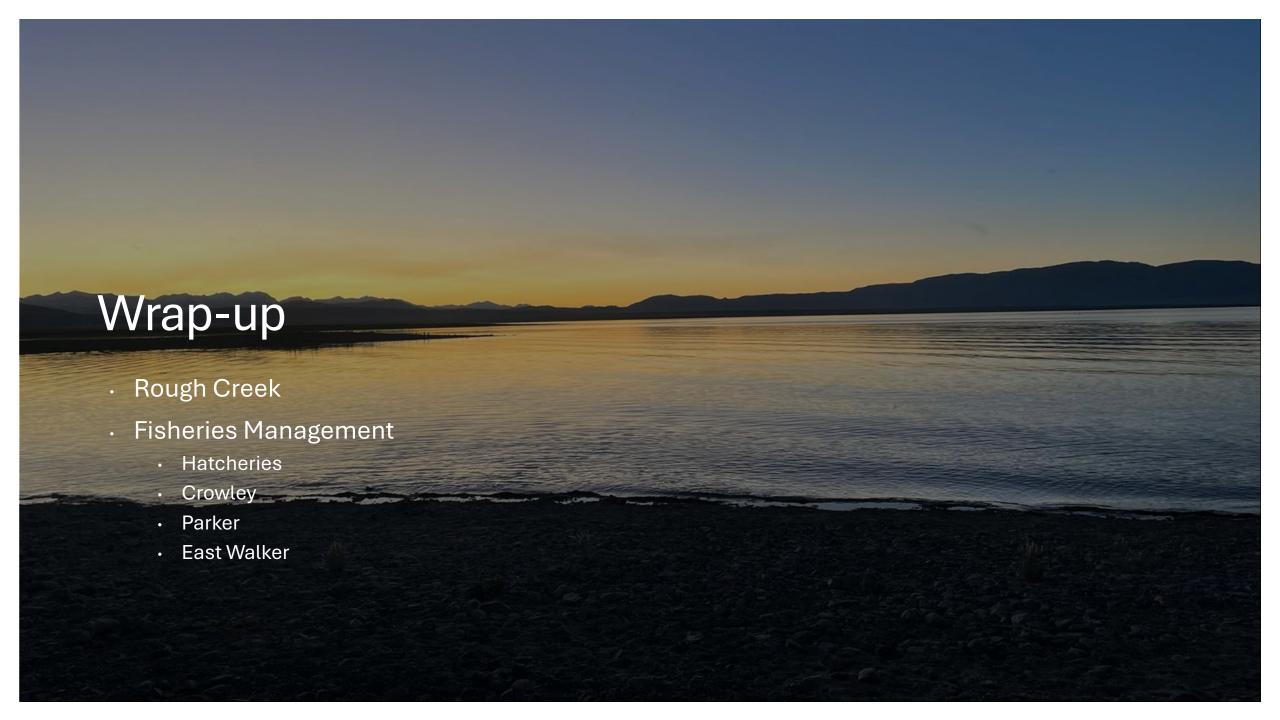


## Other species

- Fairly unique opportunity
- Should create a unique fishery and restore a functionally extinct ecosystem
- Should meet recovery criteria for threatened fish









# Questions



#### REGULAR AGENDA REQUEST

■ Print

MEETING DATE March 18, 2025 **Departments: County Counsel** 

TIME REQUIRED 30 minutes **PERSONS** Christopher Beck, County Counsel

**APPEARING SUBJECT** Annual Brown Act Update **BEFORE THE** 

**BOARD** 

#### **AGENDA DESCRIPTION:**

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

Presentation by County Counsel regarding Annual Brown Act Update and Training.

RECOMMENDED ACTION: None, informational only.
FISCAL IMPACT: None.
CONTACT NAME: Christopher Beck PHONE/EMAIL: 760-924-1706 /
SEND COPIES TO:
MINITE ORDER REGUESTED:

☐ YES 
☐ NO

#### **ATTACHMENTS:**

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Slide Deck

#### History

Time Who **Approval** 3/3/2025 11:24 AM County Counsel Yes 3/5/2025 5:48 PM Finance Yes 3/5/2025 11:24 PM County Administrative Office Yes

## The Brown Act

Mono County Counsel's Office 2025

### Declaration of Public Policy

- Government Code § 54950
  - In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.
  - The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

### Purpose



- To facilitate public participation in local government decisions
- To curb misuse of the democratic process by public bodies

## Application

- The Brown Act applies to:
  - ► Local agencies
  - Legislative bodies (and subsidiary bodies) and their members
  - Persons elected or appointed to legislative bodies, even prior to assuming office
  - Boards and commissions created by statute or ordinance

## Open Meetings

All of the deliberative processes of legislative bodies, including discussion, debate and the acquisition of information, must be open and available for public scrutiny (limited exceptions are discussed later in this presentation).



### Public Participation

- Members of the public can attend and testify, without giving their names.
- Information given to the legislative body in connection with an open meeting must be equally available to members of the public.
- Unless it's disruptive, any person may record (video or audio) or broadcast an open meeting.

### Voting



- No private votes (except for closed session matters)
- The legislative body must publicly report actions taken and the vote or abstention on that action of each member present during open session and for specified closed session actions.

## Opportunity to Speak

- Every regular meeting agenda must provide opportunity for the public to speak:
  - On items on the agenda
  - Before, or during consideration of, each item
  - On items not on the agenda (but within the jurisdiction of the legislative body)

### Reasonable Regulations

- The legislative body may not:
- Prohibit a speaker from criticizing the policies, procedures, programs or services of the agency or the acts or omissions of the legislative body.

### Public Access

• Agendas or any other writings, unless exempt from disclosure, distributed to all or a majority of the members of a legislative body for discussion or consideration at a public meeting are disclosable to the public upon request.

## Meeting

Any congregation of a majority of the members of a legislative body to hear, discuss, deliberate or take action on a matter within the subject matter jurisdiction of the agency

### Serial Meetings Prohibited

- Serial meetings a series of communications, each of which involves less than a quorum of the legislative body, but when taken as a whole, involve a majority of the body's members
  - Conducted through direct communications, personal intermediaries or technological devices to discuss, deliberate or take action on any item of business that is within the SMJ of the legislative body

## Examples of Serial Meetings



- Chain (A-B-C)
  - A talks to B
  - ■B talks to C
- **►** Hub (A-B, A-C)
  - A talks to B
  - A talks to C

### E-mail deliberations prohibited

A quorum of members may not e-mail each other about a topic within the jurisdiction of the body without violating the Brown Act



### Social Media

- AB 992 (2020)
- Under new rules, Board Members may use "publicly open and accessible" social media to:
  - Answer questions posed by the public
  - Provide information to the public
  - Solicit information from the public
- Board Members may not respond to the posts of other Board Members (no "likes" or emojis either)

### "Meeting" does not include:

- Contacts by individual board members with the public
- •Attendance at a standing committee meeting (observation only)
- •Purely social or ceremonial occasions
- •Attendance at open & noticed meetings of other local agencies
- •Attendance at conferences open to the public on issues of general interest to the public or public agencies
- •Town meetings or similar gatherings which are open, noticed and organized by a person or organization other than the local agency

## Teleconferencing

Government Code § 54953(b)

- Government Code Rule
- Rules during COVID
  - AB 361
- New rules after COVID
  - AB 2449



## Teleconferencing AB2449

- Local agencies may hold remote meetings without identifying each teleconference location or making each location accessible to the public, if there is:
  - Just Cause, or;
  - Emergency Circumstance
    - Note: Sunsets (AB557) January 1, 2026.

# Teleconferencing "Just Cause"

- Childcare or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a member to participate remotely.
- A contagious illness that prevents a member from attending in person.
- A need related to a physical or mental disability.
- Travel while on business of the legislative body or another state or local agency.

# Teleconferencing "Just Cause"

#### For "Just Cause:"

- Member must notify the legislative body at the earliest possible opportunity including at the start of a meeting, and;
- Provide a general description of the circumstances related to one of the four allowable items.

# Teleconferencing "Emergency Circumstances"

• An "emergency circumstance" is a physical or family medical emergency that prevents a member of a legislative body from attending in person.

- Member must notify the legislative body at the earliest possible opportunity—including at the start of a meeting, and;
- Legislative body must take action to approve the request
- Provide a general description of the circumstances relating to the member's need to appear remotely.
- Note: This description does not have to be more than 20 words and does not need to include any personal medical information.

# Teleconferencing "Emergency Circumstances"

- Additional Requirements
  - Audio and Visual Technology
  - Disruption in feed pauses meeting
  - Identify anyone over 18 also present

## Teleconferencing AB 2302

"Just Cause and Emergency Circumstances"

Lifting the limit on 3 consecutive meetings or 20 percent of regular meetings. Takes effect on January 1, 2025, replaces these limitations with an easier-to-apply formulation. It limits the allowed number of remote appearances for members of Brown Act bodies to:

- Two times per year if the body regularly meets once per month or less;
- Five times per year if the body regularly meets twice per month; or
- Seven times per year if the body regularly meets three or more times per month

# Teleconferencing ADA and Remote Meetings

- Attorney General opined on if ADA allows remote meeting participation to serve as a reasonable accommodation for a member of a Brown Act body with a qualifying disability.
- The Attorney General answered "yes" to this question. (Cal. Att. Gen. Op. 23-1002, Jul. 24, 2024.)
- Requirement: Members must be connected in real time through both audio and visual means, and they must disclose the identities of any adults present with them at the remote location.

## Agendas – Posting & Notice Requirements

- •Agendas must be posted in a location freely accessible to the public 24 hours a day <u>and</u> on the Agency's website
- •Regular meeting 72 hours prior
- •Special meeting 24 hours prior

### Agenda Contents

- Time and place of meeting
- Public comment period
- Brief general description (20 words or less) of every item of business to be discussed or transacted
- For closed session items, there is suggested agenda language in the Brown Act which should be followed

## Agendas

With limited exceptions related to emergencies, no action or discussion is allowed on any item not listed on an agenda.

### THE END

Questions?





#### REGULAR AGENDA REQUEST

■ Print

MEETING DATE March 18, 2025

**Departments: Community Development - Code Compliance Division,** 

**County Counsel** 

**SUBJECT** 

TIME REQUIRED 15 minutes

Initiation of Public Nuisance Abatement for 168 Aurora Canyon

Road in Bridgeport

PERSONS APPEARING BEFORE THE

**BOARD** 

Emily Fox, Assistant County Counsel

#### **AGENDA DESCRIPTION:**

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

Proposed resolution alleging a public nuisance at 168 Aurora Canyon Road in Bridgeport, California to initiate the nuisance abatement process under Mono County Code Chapter 7.20.

#### **RECOMMENDED ACTION:**

Adopt the proposed resolution and direct the Clerk of the Board to set a hearing on the existence of a nuisance to be held pursuant to Mono County Code Section 7.20.080.

#### FISCAL IMPACT:

None.

**CONTACT NAME:** Emily Fox

PHONE/EMAIL: 760-924-1712 / efox@mono.ca.gov

#### **SEND COPIES TO:**

wsugimura@mono.ca.gov; ncriss@mono.ca.gov

#### **MINUTE ORDER REQUESTED:**

▼ YES □ NO

#### **ATTACHMENTS:**

#### Click to download

Staff Report

Resolution

Citation, NOV and Notice

Final Letter re: Non-compliance with Administrative Citation - Arborgast

#### History

Time	Who	Approval
3/3/2025 11:25 AM	County Counsel	Yes
3/11/2025 3:18 PM	Finance	Yes
3/11/2025 10:42 PM	County Administrative Office	Yes

**County Counsel** Christopher L. Beck

Emily R. Fox

Jeff Hughes

#### OFFICE OF THE COUNTY COUNSEL

Mono County

760-924-1700

**Telephone** 

Risk Manager Jay Sloane

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

**Paralegal** Kevin Moss

**Temporary Staff Attorney** Anne L. Frievalt

**Assistant County Counsel** 

**Deputy County Counsel** 

To:	Board of Supervisors			
From:	Emily Fox			
Date:	March 18, 2025			
Re:	Nuisance Abatement for 168 Aurora Canyon Road in Bridgeport			
Strategic Plan Focus Area(s) Met  ☐ A Thriving Economy Safe and Healthy Communities Mandated Function ☐ Sustainable Public Lands ☐ Workforce & Operational Excellence				

#### Discussion

The resolution before the Board is the first step in the abatement process authorized by Mono County Code (hereinafter MCC) Chapter 7.20. Staff is pursuing abatement in order to remove a nuisance structure that has been dilapidated and neglected since the winter of 2022-2023.

#### **Nuisance Conditions at 168 Aurora Canyon Road**

126 Aurora Canyon Road, APN 008-211-001-000, is a Mixed Use parcel containing a manufactured residential structure. During the winter of 2022-2023, the residence sustained significant damage that resulted in a partially collapsed roof and partially collapsed walls on the left side of the structure. Portions of the residence are open to the air. The premises also has a significant amount of debris and garbage present in and around the structure.

Because of the damage to the residence, the property is in violation of California Health and Safety Code Section 17920.3(b) (declaring substandard any building with certain structural hazards), California Health and Safety Code Section 17920.3(j) (declaring properties with accumulations of debris and garbage, among other conditions, as fire, health and safety hazards), and MCC Section 12.04.020 (requiring that all solid waste be properly disposed of at a licensed disposal site). Each of these violations of state and local laws constitutes a public nuisance under MCC Sections 7.20.010 and 7.20.020.

#### **Prior Efforts to Obtain Voluntary Compliance from the Property Owner**

In consideration of the difficulty obtaining contractors following the winter of 2022-2023, a Notice of Violation was not issued until July 22, 2024 after it became clear that no work to address the structure was underway during a second building season. That Notice of Violation directed the property owner to obtain a demolition permit and remove the structure and all associated waste and debris on or before August 31, 2024. The Notice of Violation was sent via certified mail.

The property owner did not respond to the Notice of Violation and did not take any corrective actions.

Code Enforcement then issued an Administrative Citation on October 18, 2024 for the same violations detailed in the Notice of Violation and for failure to abate them. The Administrative Citation levies fines in the amount of \$100 per day for each violation for the first five days, and then \$500 per day per violation each day thereafter.

The Administrative Citation provides instructions for how to appeal. The property owner did not respond to the Administrative Citation and did not request an appeal. The property remains in the same condition as when the Notice of Violation and Administrative Citation were issued.

#### **Overview of the Process for Abatement**

Pursuant to Government Code Section 25845, Mono County has adopted a process for abatement of nuisance properties at MCC Chapter 7.20. Under MCC Section 7.20.020, the County has the authority to act using its own personnel and contractors to remove and clean up nuisances that a property owner fails to address.

Chapter 7.20 sets out a four step process for authorizing the abatement of nuisances that allows County staff and contractors to address nuisances on the property and allows the County to recover the costs of abatement from the property owner.

First, under MCC Section 7.20.030, the Board must adopt a resolution alleging the existence of a public nuisance and directing the Clerk to set a hearing before the Board. That resolution must contain a description of the nuisance conditions, the location of the property, the Assessor's Parcel Number of the property, and the name(s) of the owner(s) and known occupant(s) of the property. That resolution is before the Board today.

Second, under MCC Section 7.20.040, the Community Development Director or designee prepares a report regarding the nuisance and property that is submitted to the Clerk and served on the property owner. The report is required to detail the methods proposed for abating the nuisance and an estimate of the costs of abatement.

Third, at any regular or special meeting designated by the Clerk, the Board holds a public hearing on the nuisance. At that hearing the Board makes a determination about the existence of the public nuisance and hears any objections or protests from the property owner. If the Board

determines that the nuisance exists, the Board then makes a determination on the Director's report as to the appropriate methods for abating the nuisance and authorizing expenditures for abatement.

Finally, if the Board determines that the nuisance exists and confirms the Director's report, the Director may then obtain an abatement warrant from the Superior Court and execute the warrant to abate the nuisance at the property.

By adopting the resolution today alleging nuisance conditions, the Board is effectively initiating the abatement process for the property. The item will return to the Board for a full hearing at the time set by the Clerk.

If you have any questions regarding this item, please call or email me at <a href="mailto:efox@mono.ca.gov">efox@mono.ca.gov</a> or 760-924-1712.

#### Attachments:

Administrative Citation issued October 18, 2024 Notice of Violation issued July 22, 2024 "Red Tag" Posted to Structure on July 22, 2024 Photos of Structure Final Notice Letter mailed February 3, 3035



#### R25-\_

#### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS

**WHEREAS**, Chapter 7.20 of the Mono County Code of Ordinances establishes a procedure by which the County may take action to abate nuisances; and

**WHEREAS**, before the County may act to abate a nuisance, Chapter 7.20.030 requires that the Board of Supervisors adopt a resolution declaring the existence of a public nuisance containing a description of the conditions, the location of the property, and the names of the owner(s) of the property.

**WHEREAS**, the County has identified violations of the Mono County Code and California State Law existing at 168 Aurora Canyon Road in Bridgeport, California, Assessor's Parcel Number 008-211-001-000 that constitute a public nuisance that require abatement.

#### NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

SECTION ONE: There exists a public nuisance at the property located at 168 Aurora Canyon Road in Bridgeport, California, Assessor's Parcel Number 008-211-001-000, owned by Nate Arbogast (the "Property").

SECTION TWO: The residential structure located at the Property has significant structural damage, including a collapsed roof and walls, in violation of California Health and Safety Code Section 17920.3(b).

SECTION THREE: The derelict structure and associated debris, rubbish, and garbage on the interior and exterior areas around the premises at the Property has created unsanitary conditions as well as a rodent harborage and is a violation of the California Health and Safety Code Section 17920.3.

SECTION FOUR: The derelict structure and the Property contain associated debris and other solid waste that has not been properly despised of at a permitted disposal site as required by Mono County Code Section 12.04.020.

SECTION FIVE: The presence of the partially collapsed structure, associated debris, and other rubbish and garbage at the Property constitute a public nuisance in violation of Mono County Code Section 7.20.020 that requires abatement.

SECTION SIX: The Property owner, Nate Arbogast, has been provided ample notice and opportunity to remedy the nuisance condition on the Property, including: (1) a Notice of Violation issued on July 22, 2024; (2) a "red tag" identifying the Property as unsafe, posted to

1 2	October 18, 2024	issued or			
3	SECTION SEVEN: The Property owner has not taken any action to abate the nuisances at the Property, such that the County is not required to act to abate the nuisance.				
5	<b>BE IT FURTHER, RESOLVED,</b> that the Mono County Board of Supervisors hereby directs the Clerk of the Board to set a hearing before the Board on this matter to be conducted pursuant to Mono County Code Section 7.20.080.				
7 8 9	<b>BE IT FURTHER, RESOLVED,</b> that the Mono County Board of Supervisors hereby directs the Community Development Director, or their designee, to prepare a report as required by Mono County Code Section 7.20.040 and serve such report as required by Mono County Code Section 7.20.050.				
10 11	TASSED, AT I KOVED and ADOT TED this th day of 2023, by the last ten in the second secon	following			
12	2 AYES:				
13	3 NOES:				
14	4 ABSENT:				
15	5 ABSTAIN:				
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21 22	Lymda Calaida Chain				
23	Mono County Board of Supervisors	S			
24					
25	ATTEST: APPROVED AS TO FORM:				
26					
27					
28	Clerk of the Board County Counsel				
29	9				
30					
31					
32					

**RECORDING REQUESTED BY:** 

County of Mono

WHEN RECORDED MAIL TO:

Name: Mono County Community Development

Attention: Code Compliance Officer

**PO Box 347** 

Mammoth Lakes, California 93546

APN: 008-211-001-000

Recorded in Official Records County of Mono

Queenie Barnard Clerk-Recorder-Registrar

DOC # 2024002815

10/18/2024 04:05 PM

Titles: 1 Pages: 12

sfrank

ees: \$0.00 Taxes: \$0.00 CA SB2 Fee: \$0.00 Total: \$0.00 Fees:

(THIS SPACE FOR RECORDER'S USE ONLY)

NOTICE OF MONO COUNTY CODE VIOLATION(S) COVER SHEET

#### **RECORDING REQUESTED BY:**

County of Mono

#### WHEN RECORDED MAIL TO:

Name: Mono County Community Development

Attention: Code Compliance Officer

PO Box 347

Mammoth Lakes, California 93546

APN: 008-211-001-000

(THIS SPACE FOR RECORDER'S USE ONLY)

#### NOTICE OF MONO COUNTY CODE VIOLATION(S)

Notice is hereby given that the follow code violation(s) exist(s) on that property situated in the County of Mono identified as follows:

Owner(s): Nate P. Arbogast

Violation Address: 168 Aurora Canyon Road, Bridgeport, CA 93517

Mailing Address: 932 Mont Vista Avenue, Upland, CA 91786

ASSESSOR PARCEL NUMBER: 008-211-001-000

LEGAL DESCRIPTION: Lot 4, Block B, Walker Heights Sub., as per map recorded in Mono County Records, Book 2, Page 7 of Maps, Office of County Clerk and Recorder

COUNTY CODE SECTION(S) VIOLATED:

California Health and Safety Code Section 17920.3(b)

California Health and Safety Code Section 17920.3(j)

Mono County Code Section 12.04.020 Mono County Code Section 7.20.020

DESCRIPTION OF VIOLATION(S): Derelict single wide manufactured home

The above listed violation(s) may cause legal proceedings to be initiated if conformance to County Code is not attained. These legal proceedings may result in the imposition of all accrued and unpaid enforcement costs, civil penalties, recovery of any rents received from an illegal unit(s) and reasonable attorneys' fees, which will be added to the property taxes as a special assessment, if awarded, and not paid and possible attorneys' fees, which will be added to the property taxes as a special assessment, if

Code Compliance Officer

10/18/2024 Date

#### **COMPLIANCE DIVISION**

#### MONO COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

P.O. Box 347 Mammoth Lakes, Ca 93546 (760) 924-1826 Fax 924-1801 P.O. Box 8 Bridgeport, Ca 93517 (760) 932-5424 Fax 932-5431

#### **ADMINISTRATIVE CITATION**

Date: October 18, 2024 Time 2:16pm

Owner or person responsible for violation(s) Nate Arbogast

Mailing Address(s): 932 Mont Vista Avenue, Upland, CA 91786

Location: 168 Aurora Canyon Road, Bridgeport, CA 93517

Mono County Assessor's Parcel No. 008-211-001-000

An Administrative Citation is hereby issued for failure to abate the following Mono County Code violation(s):

#### Violation No. 1 - California Health and Safety Code Section 17920.3(b)...

Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared a substandard building:

- (b) Structural hazards shall include, but not be limited to, the following:
  - (1) Deteriorated or inadequate foundations.
  - (2) Defective or deteriorated flooring or floor supports.
  - (3) Flooring or floor supports of insufficient size to carry imposed loads with safety.
  - (4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
  - (5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.
  - (6) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.
  - (7) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.
  - (8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.
  - (9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.
- (c) Any nuisance.

The structure has significant structural damage, including but not limited to; collapsed roof and walls, and is a violation of California Health and Safety Code Section 17920.3(b).

#### Violation No. 2 - California Health and Safety Code Section 17920.3(j)

(j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.

The derelict structure and associated debris, rubbish and garbage on the interior and exterior areas around the premises has created unsanitary conditions as well as a rodent harborage and is a violation of the California Health and Safety Code Section 17920.3.

# <u>Violation No. 3 – Mono County Code Section 12.04.020 Solid Waste</u> Disposal.

No person shall dispose of, or arrange for any other person to dispose of, solid waste or unpermitted waste or any other discarded matter at any site other than a permitted disposal site. Persons shall dispose of all solid waste that they generate or handle within the county in accordance with all federal, state, and local laws and regulations.

The derelict structure and accumulation of debris, and other forms of solid waste on your property which has not been deposited at a permitted disposal site as required by law is a violation of Mono County Code Section 12.04.020.

#### <u>Violation No. 4 – Mono County Code Section 7.20.020 Nuisance Prohibition.</u>

No person shall commit, create or contribute to the creation of a public nuisance in the county, nor shall anyone allow a condition constituting a public nuisance to exist on property in the county that is within their ownership or control. Mono County Code Section 7.20.010 D.1 defines a "Public Nuisance" as any violation of any provision of the Mono County Code, the Mono County General Plan, any county area or specific plan, airport land use plan, any variation or subpart of the foregoing, or any other land-use planning document duly approved by the board of supervisors or the planning commission. Mono County Code Section 7.20.010 D.4 defines a "Public Nuisance" as any violation of state law, including but not limited to the State Housing Law (commencing with Section 17910 of the California Health & Safety Code).

Violations 1 through 3 are determined to be a "Public Nuisance" and are violations of the Mono County Code Section 7.20.020.

#### **Attached Documentation**

- Copy of Notice of Violation letter dated July 22, 2024, from the Mono County Compliance Division to Nate Arbogast.
- Copy of the United States Postal Service receipt confirmation for the delivery of the Notice of Violation to Nate Arbogast
- Screen capture of the United States Postal Service website stating the Notice of Violation was delivered on July 25, 2024
- Copy of the reposted Red Tag, posted on July 22, 2024.

A fine is hereby levied, beginning on <u>October 18, 2024</u>, in the amount of \$100.00 per day for each violation of County Regulation specified above, applicable for each of the first five days of noncompliance. After the initial five-day period, the fine will then be \$500.00 per day for each violation each day thereafter.

In accordance with the provisions of Chapter 1.12 of the Mono County Code, any person receiving an Administrative Citation may request an *Appeal Hearing* within ten (10) business days from the date this Citation was issued. When an Administrative Citation is issued by mail, the Administrative Hearing must be requested within ten (10) business days from the date the Citation was mailed. *The request for an Administrative Hearing must be made in writing and filed with the Mono County Clerk in person or by mail*. If delivered by mail, the postmark on the request must be within ten (10) business days from the date the Citation was mailed. Failure of any person to timely request an Administrative Hearing shall constitute a waiver of his or her right to a hearing. All fines or penalties imposed shall be payable to the County Treasurer/ Tax Collector.

Mono County Compliance Officer	1	Data	10/18	1-
World County Compliance Chicer _		_ Date.	707.0	12027

# Mono County Community Development Department

#### **Compliance Division**

PO Box 347 / Mammoth Lakes, CA 93546 / 760.924.1813, fax 924.1801 / dlebrun@mono.ca.gov

July 22, 2024

Nate P. Arbogast 932 Mont Vista Avenue Upland CA, 91786

#### NOTICE OF VIOLATION

Complaint No. 2024/029 – regarding violation(s) of the California Health and Safety Code, California Public Resources Code and the Mono County Code, located at 168 Aurora Canyon Road, Bridgeport CA – Mono County Assessor's Parcel No. 008-211-001-000.

To: Nate P. Arbogast

Please be advised that the Mono County Compliance Division complaint 2024/029, regarding the condition of your property located at 168 Aurora Canyon Road in the community of Bridgeport. The Compliance Division recently performed a visual site inspection of your property, and it was observed that the dwelling on the property appears to be substandard and uninhabitable.

Based on the above-mentioned inspection, the following violations were noted and do exist on your property – Mono County Assessor's Parcel No. 008-211-001-000:

**Violation No. 1** – California Health and Safety Code Section 17920.3(b).

Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared a substandard building:

- (b) Structural hazards shall include, but not be limited to, the following:
  - (1) Deteriorated or inadequate foundations.
  - (2) Defective or deteriorated flooring or floor supports.
  - (3) Flooring or floor supports of insufficient size to carry imposed loads with safety.
  - (4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
  - (5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.
  - (6) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.

- (7) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.
- (8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.
- (9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.
- (c) Any nuisance.

The structure has significant structural damage, including but not limited to; collapsed roof and walls, and is a violation of California Health and Safety Code Section 17920.3(b).

#### Violation No. 2 – California Health and Safety Code Section 17920.3(j)

(j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.

The derelict structure and associated debris, rubbish and garbage on the interior and exterior areas around the premises has created unsanitary conditions as well as a rodent harborage and is a violation of the California Health and Safety Code Section 17920.3.

#### <u>Violation No. 3 – Mono</u> County Code Section 12.04.020 Solid Waste Disposal.

No person shall dispose of, or arrange for any other person to dispose of, solid waste or unpermitted waste or any other discarded matter at any site other than a permitted disposal site. Persons shall dispose of all solid waste that they generate or handle within the county in accordance with all federal, state, and local laws and regulations.

The derelict structure and accumulation of debris, and other forms of solid waste on your property which has not been deposited at a permitted disposal site as required by law is a violation of Mono County Code Section 12.04.020.

#### **Violation No. 4** – Mono County Code Section 7.20.020 Nuisance Prohibition.

No person shall commit, create or contribute to the creation of a public nuisance in the county, nor shall anyone allow a condition constituting a public nuisance to exist on property in the county that is within their ownership or control. Mono County Code Section 7.20.010 D.1 defines a "Public Nuisance" as any violation of any provision of the Mono County Code, the Mono County General Plan, any county area or specific plan, airport land use plan, any variation or subpart of the foregoing, or any other land-use planning document duly approved by the board of supervisors or the planning commission. Mono County Code Section 7.20.010 D.4 defines a "Public Nuisance" as any violation of state law, including but not limited to the State Housing Law (commencing with Section 17910 of the California Health & Safety Code).

Violations 1 through 3 are determined to be a "Public Nuisance" and are violations of the Mono County Code Section 7.20.020.

You are hereby ordered to abate the above-mentioned code violations and comply with the following directives:

#### Directive No. 1

On or before August 31, 2024, obtain a demolition permit through Mono County and remove the structure and all associated waste from the property.

As per Mono County Code Sections 1.12.010, 1.12.020 and 1.12.030, failure to comply with a County Regulation may result in the issuance of an Administrative Citation (fines & penalties).

An Administrative Citation amounts to \$100.00 per day for each violation of a County Regulation, applicable for each of the first five days of noncompliance. After the initial five-day period, the fine will then be \$500.00 per day for each violation for each day thereafter.

If you have any questions or would like to schedule a site field meeting, please do not hesitate to call me at (760) 924-5424 M-F or email at <u>dlebrun@mono.ca.gov</u>.

Thank you for your attention to this matter, and I look forward to your voluntary compliance with the Mono County codes.

Sincerely,

Duratin I a Duran Ca

Dustin LeBrun - Code Compliance Officer Mono County Compliance Division

CC:

File 2024/029

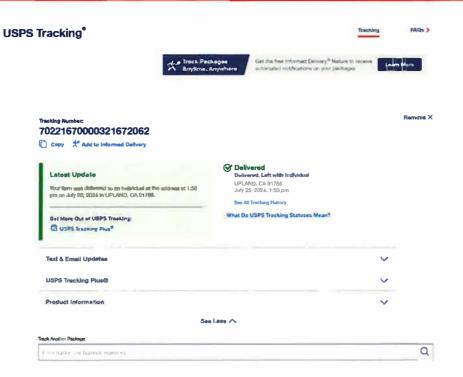
Wendy Sugimura, Community Development Director

Tom Perry, Building Official John Peters, District 4 Supervisor Ray Flagg, Building Inspector

Nick Criss, Senior Code Compliance Officer

Via: Certified Mail/Return Receipt Requested To:

Nate P. Arbogast 932 Mont Vista Avenue Upland CA 91786



#### **Need More Help?**

Contact USPS Tracking support for further assistance.

FAQs





M CTHER LIBRE STEES
Bushnas Cut-omin Growing
Postal Inquiridos
Repaidor General
Postal Explanar
Nazional Postal Municum
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Forms & Publics

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FOIA
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Accomplisity Statement

U.S. Postal Service™ **CERTIFIED MAIL® RECEIPT** Domestic Mail Only For delivery information, visit our website at www.usps.com 믾 7 Certified Mail Fee 딥 S Extra Services & Fees (cluck box, edd fee as appropriate) Return Receipt (hardcopy)
Return Receipt (electronic) m Postmark Certified Mail Restricted Delivery Here Adult Signature Required Adult Signature Restricted Delivery \$ 1670 Postage Total Postage and Fees 7022 COMPLETE THIS SECTION ON DELIVERY SENDER: COMPLETE THIS SECTION A. Signature ■ Complete items 1, 2, and 3. □ Agent Print your name and address on the reverse ☐ Addressee so that we can return the card to you. B. Received by (Printed Name) C. Date of Delivery Attach this card to the back of the mailpiece, or on the front if space permits. D. Is delivery address different from Item 1? Yes
If YES, enter delivery address below: No Article Addressed to: Nate Arbagast ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted
Derivery
☐ Signature Confurration™
☐ Signature Confurration™ 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery Certified Mail Restricted Delivery 9590 9402 8512 3186 3982 17 ☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery 2. ArticleNumber (Transfer from service label) insured Mail
insured Mail Restricted Delivery
over \$500) 7022 1670 0003 2167 2062 PS Form 381 1 July 2020 PSN 7530502500125035 Domestic Return Receipt

# COUNTY OF MORE

# MONO COUNTY BUILDING DIVISION / CODE COMPLIANCE



## **SUBSTANDARD STRUCTURE - UNSAFE**

DO NOT ENTER OR OCCUPY
(THIS PLACARD IS NOT A DEMOLITION ORDER)

This building is hereby determined to be in violation of California Building Codes per the following citations:

2010 California Building Code section 105.1 (Permit) Required.
Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

2010 California Building Code section 114.1 Unlawful acts - it shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

Structure Owners Name and Building Address:

168	AURORA	CYN	R
	GEPORT C		

Date	112112024
Time	11:00 PM
ADDITIONAL	COMMENTS:

MONO COUNTY CONTACTS: Tom Perry - Bullding Official 760.932.5434

Jim Shoffner - Building Inspector/Plans Examiner 760.924.1822

Nick Criss - Code Compliance Officer 760.924.1826

Do Not Remove, Alter, or Cover this Placard until Authorized by Mono County

\*\*\*FIRST POSTING\*\*\*

D. LEBRUN





County Counsel
Christopher L. Beck

# OFFICE OF THE COUNTY COUNSEL Mono County

**Telephone** 760-924-1700

**Assistant County Counsel** Emily Fox

Risk Manager Jay Sloane

**Deputy County Counsel** Jeff Hughes

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

Paralegal Kevin Moss

February 3, 2025

Mr. Nate Arbogast 932 Mont Vista Avenue Upland, CA 91786 Via certified mail

Re: Continued Violation of Mono County Code and Failure to Comply with Administrative Citation Issued October 18, 2024

#### Mr. Arbogast:

I write to you with regard to your ongoing failure to comply with the Notice of Violation issued to you on July 22, 2024 and the Administrative Citation issued to you for those same violations on October 18, 2024 pertaining to the property at 168 Aurora Canyon Road in Bridgeport, Assessor's Parcel No. 008-211-001-000. The Administrative Citation and Notice of Violation are attached to this letter for reference.

By this letter, Mono County demands that you **abate the nuisances on your property located at 168 Aurora Canyon Road in Bridgeport**, by obtaining a demolition permit and removing the substandard structure and all associated waste, as directed by the Notice of Violation and pay all fines incurred under the Administrative Citation.

After failing to comply with the directives of the Notice of Violation issued in July, you were issued an Administrative Citation. The Administrative Citation advised that you would be assessed fines for noncompliance beginning on the date of issuance, October 18, at \$100 per day for the first 5 days and \$500 per day thereafter. **To date, you owe more than \$204,000 in fines** due to your failure to remediate the nuisance on your property and comply with the directives of the Notice of Violation and Administrative Citation.

As a reminder, you have been found in violation of the following:

(1) Health & Safety Code Section 17920.3(b), which declares and prohibits substandard buildings;

- (2) Health & Safety Code Section 17920.3(j), which declares and prohibits accumulation of decries, garbage, rodent harborages and other conditions that constitute a fire, health, or safety hazard;
- (3) Mono County Code Section 12.40.020, which requires the proper disposal of solid waste; and
- (4) The Nuisance Prohibition in Mono County Code Section 7.20.020, which states that "[n]o person shall commit, create or contribute to the creation of a public nuisance in the county, nor shall anyone allow a condition constituting a public nuisance to exist on property in the county that is within their ownership or control." A "public nuisance" is defined in Mono County Code section 7.20.010 as including any violation of State Law, the Mono County Code, or the Mono County General Plan.

If you do not bring your property into compliance with these directives by **March 3, 2025** and pay the fines as specified in your Administrative Citation, Mono County reserves the right to pursue all available legal avenues, including filing suit in Superior Court to collect the fines incurred as of that date and to obtain a court order to require you to abate the nuisance on your property, and/or initiation of the nuisance abatement process under Mono County Code Chapter 7.20 which will allow the County to abate the nuisance and recover the costs of doing so as a special assessment lien against the property.

Should you have further questions about the directives of the Notice of Violation or the Administrative Citation, please do not hesitate to contact me.

Thanks and best,

Emff

Emily Fox Assistant County Counsel

efox@mono.ca.gov (760) 924-1712

# REGULAR AGENDA REQUEST

■ Print

MEETING DATE March 18, 2025

Departments: Human Resources

TIME REQUIRED 10 minutes

**SUBJECT** Approve Employment Contract and

Resolution for Chief Deputy Treasurer - Tax Collector PERSONS APPEARING BEFORE THE

BOARD

Christine Bouchard, Assistant County

Administrative Officer

#### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Matthew Lund as Chief Deputy Treasurer - Tax Collector, and prescribing the compensation, appointment, and conditions of said employment.

#### **RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve proposed resolution approving a contract with Matthew Lund as Chief Deputy Treasurer - Tax Collector, 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 of the Chief Deputy Treasurer - Tax Collector is \$123,132, of which \$104,006 is salary and \$19,126 is benefits. The cost for the remainder of the fiscal year is \$38,618, of which \$29,919 is salary and \$8,699 is benefits. This is a General Fund cost and is included in the Finance Department's fiscal year 2024-25 budget.

**CONTACT NAME:** Christine Bouchard

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov

#### **SEND COPIES TO:**

#### MINUTE ORDER REQUESTED:

TYES V NO

#### **ATTACHMENTS:**

Clic	ck to download
D	<u>Staff Report</u>
D	Resolution
D	<u>contract</u>

Time	Who	Approval
3/13/2025 1:26 PM	County Counsel	Yes
3/13/2025 1:59 PM	Finance	Yes
3/14/2025 8:16 AM	County Administrative Office	Yes



## COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: March 18, 2025

Re: Proposed employment agreement and resolution for Matthew Lund as

Chief Deputy Treasurer-Tax Collector.

#### **BOARD OF SUPERVISORS**

CHAIR Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District I

Rhonda Duggan / District 2 Paul McFarland / District 3 John Peters / District 4

#### **COUNTY DEPARTMENTS**

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun

BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Chris Beck

ECONOMIC DEVELOPMENT Liz Grans

EMERGENCY MEDICAL SERVICES

Bryan Bullock FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez PROBATION

Karin Humiston

PUBLIC WORKS Paul Roten

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

☐ A Thriving Economy ⊠ Function	Safe and Healthy Communities
☐ Sustainable Public Lands	

#### **Discussion**

In December 2024, the Treasurer-Tax Collector retired, prompting the Finance Director to restructure the role as Chief Deputy Treasurer-Tax Collector. The position was publicly advertised, and a thorough interview process was conducted. Following competitive recruitment, Matthew Lund emerged as the top candidate. Upon approval by the Board, Mr. Lund will begin employment on March 18, 2025, at Range 115, Step A.



#### **RESOLUTION NO. R25-**

#### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF EMPLOYMENT OF MATTHEW LUND

**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 Regarding Terms and Conditions of Employment of Matthew Lund, 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 Matthew Lund. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of March, 2025, by the following vote: **AYES:** 

OES:			
ABSTAIN:			
ABSENT:			

ATTEST: \_\_\_\_\_

Clerk of the Board Lynda Salcido, Chair Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

#### AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT OF MATTHEW LUND AS CHIEF DEPUTY TREASURER-TAX COLLECTOR FOR MONO COUNTY

This Agreement is entered into by and between Matthew Lund and the County of Mono (hereinafter "County").

#### I. RECITALS

Matthew Lund (hereinafter "Mr. Lund") is currently employed by County as its Auditor-Appraiser The County now wishes to employ Mr. Lund in the at-will position of Chief Deputy Treasurer-Tax Collector in accordance with the terms and conditions set forth in this Agreement. Mr. Lund wishes to accept employment with the County on said terms and conditions.

#### II. AGREEMENT

- 1. This Agreement shall commence March 18, 2025 ("Effective Date"), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
- 2. As of the Effective Date, Mr. Lund shall be employed by Mono County as its Chief Deputy Treasurer-Tax Collector, serving at the will and pleasure of the Director of Finance (hereinafter "the Director"). Mr. Lund accepts such employment. The Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Lund's employment. The Director and Mr. Lund will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Lund's work. Mr. Lund's job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director in accordance with the "Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees" most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the "Management Compensation Policy").
- 3. Mr. Lund's salary shall be Range 115, Step A as set forth in the "Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads" most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the "Salary Matrix") and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
- 4. Mr. Lund understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County's contract with PERS and/or County policy, and also any employee share of the "normal cost" of his retirement benefits that may be mandated by the Public Employees' Pension Reform Act

of 2013 (PEPRA).

- 5. Mr. Lund shall continue to earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees" updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "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 his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2025 to reflect Mr. Lund's March 18, 2025 start date. Mr. Lund 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. Consistent with Mr. Lund's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Lund may have accrued as of the effective date of this Agreement nor on his 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 Mr. Lund's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
- 6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Lund's full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director.
- 7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Lund shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Lund's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
- 8. Mr. Lund understands and agrees that his 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 his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Lund cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he 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 Mr. Lund'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.

- 9. Mr. Lund shall not engage in any outside employment, activity or enterprise which is inconsistent, incompatible, or in conflict with the duties or responsibilities of said officer or employee as they relate to employment with the County of Mono, or with the duties, functions, or responsibilities of employee's appointing authority or of the County, except as specified in Section 450 of the Mono County Personnel Rules. Section 450 of the Mono County Personnel Rules, as the same may be amended from time to time, governs the scope of permissible outside employment and is incorporated herein by reference.
- 10. Consistent with the "at will" nature of Mr. Lund's employment, the Director may terminate Mr. Lund's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Lund understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his 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 or her discretion, take during Mr. Lund's employment.
- 11. In the event of a termination without cause under occurring after the first twelve (12) months of Mr. Lund's employment under this Agreement, Mr. Lund shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Mr. Lund shall not be entitled to any severance pay in the event that the Director has grounds to discipline him on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Lund shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
- 12. Mr. Lund may resign his employment with the County at any time. His 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. Mr. Lund shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
- 13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Lund, and shall supersede and replace any and all prior agreements or understandings regarding Mr. Lund's employment.

- 14. 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 Mr. Lund'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 Mr. Lund's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Mr. Lund shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Lund is convicted of a crime involving abuse of office or position.
- 15. Mr. Lund acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Lund further acknowledges that he 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 his right to do so, and that he 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.
- 16. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to Docusign or similar service, shall be deemed as valid and as enforceable as an original.

THE COLINTY OF MONO

#### III. EXECUTION:

EMPLOYEE

This Agreement is executed by the parties this 18th day of March.

EWI EO I EE	THE COUNTY OF MONO		
Matthew Lund	Lynda Salcido, Chair		
APPROVED AS TO FORM:	Board of Supervisors		
COUNTY COUNSEL			

# REGULAR AGENDA REQUEST

■ Print

MEETING DATE March 18, 2025

Departments: Human Resources

TIME REQUIRED 10 minutes

SUBJECT Approve Employment Contract and Resolution for Environmental Health

Manager

PERSONS APPEARING BEFORE THE

BOARD

Christine Bouchard, Assistant County

Administrative Officer

#### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Jill Kearney as Environmental Health Manager, and prescribing the compensation, appointment, and conditions of said employment.

#### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve proposed resolution approving a contract with Jill Kearney as Environmental Health Manager, 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 of the Environmental Health Manager is \$160,072, of which \$126,420 is salary and \$33,652 is benefits. The total for the remainder of the year is \$20,349, of which \$12,122 is salary and \$8,227 is benefits. The entire salary has been budgeted for fiscal year 2024-25 for the current Environmental Health Manager leaving in June 2025 and for the overlap.

**CONTACT NAME:** Christine Bouchard

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov

#### **SEND COPIES TO:**

#### MINUTE ORDER REQUESTED:

TYES V NO

#### **ATTACHMENTS:**

Clic	ck to download
D	<u>Staff Report</u>
D	Resolution
D	<u>contract</u>

Time	Who	Approval
3/13/2025 1:53 PM	County Counsel	Yes
3/13/2025 2:03 PM	Finance	Yes
3/13/2025 3:05 PM	County Administrative Office	Yes



#### **COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO**

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

To: **Board of Supervisors** 

From: Christine Bouchard, Assistant County Administrator

Date: March 18, 2025

Proposed employment agreement and resolution for Jill Kearney as

Environmental Health Manager.

#### **BOARD OF SUPERVISORS**

Lynda Salcido / District 5

VICE CHAIR Jennifer Kreitz / District I

Rhonda Duggan / District 2 Paul McFarland / District 3 John Peters / District 4

#### **COUNTY DEPARTMENTS**

**ASSESSOR** Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Chris Beck

ECONOMIC DEVELOPMENT Liz Grans

**EMERGENCY MEDICAL SERVICES** 

Bryan Bullock **FINANCE** 

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN **SERVICES** Kathryn Peterson

INFORMATION **TECHNOLOGY** Mike Martinez

**PROBATION** Karin Humiston

**PUBLIC WORKS** 

Paul Roten

Strategic	Plan	Focus	Area(s)	Met
	_		<u> </u>	_

☐ A Thriving Economy Function	Safe and Healthy Communities
Sustainable Public Land	S Workforce & Operational Excellence

#### **Discussion**

In June 2025, the current Environmental Health Manager will be retiring. The Health and Human Services Department conducted the recruitment and determined Jill Kearney was the most qualified candidate for the position. Ms. Kearney has worked for Mono County since 2010 as an Environmental Health Specialist. Upon approval of the Board, Ms. Kearney will begin her employment as the Environmental Health Manager at Range 117, Step B.



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RESOLUTION NO. R25-

# A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT PRESCRIBING THE COMPENSATION APPOINTMENT

AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF EMPLOYMENT OF JILL KEARNEY

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 Regarding Terms and Conditions of Employment of Jill Kearney, 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 Jill Kearney. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County. **PASSED AND ADOPTED** this 18th day of March, 2025, by the following vote: **AYES: NOES: ABSTAIN: ABSENT:** ATTEST: Clerk of the Board Lynda Salcido, Chair **Board of Supervisors** APPROVED AS TO FORM: COUNTY COUNSEL

#### AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT OF JILL KEARNEY AS ENVIRONMENTAL HEALTH MANAGER FOR MONO COUNTY

This Agreement is entered into by and between Jill Kearney and the County of Mono (hereinafter "County").

#### I. RECITALS

Jill Kearney (hereinafter "Ms. Kearney") is currently employed by County as its Environmental Health Specialist. The County now wishes to employ Ms. Kearney in the at-will position of Environmental Health Manager in accordance with the terms and conditions set forth in this Agreement. Ms. Kearney wishes to accept employment with the County on said terms and conditions.

#### II. AGREEMENT

- 1. This Agreement shall commence March 18, 2025 ("Effective Date"), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
- 2. As of the Effective Date, Ms. Kearney shall be employed by Mono County as its Environmental Health Manager, serving at the will and pleasure of the Director of Health and Human Services (hereinafter "the Director"). Ms. Kearney accepts such employment. The Director shall be deemed the "appointing authority" for all purposes with respect to Ms. Kearney's employment. The Director and Ms. Kearney will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Kearney's work. Ms. Kearney's job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director in accordance with the "Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees" most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the "Management Compensation Policy").
- 3. Ms. Kearney's salary shall be Range 117, Step B as set forth in the "Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads" most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the "Salary Matrix") and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
- 4. Ms. Kearney 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 as determined by the County's contract with PERS and/or County policy, and also any employee share of the "normal cost" of her

- retirement benefits that may be mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA).
- 5. Ms. Kearney shall continue to earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees" updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "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 calendar year of service under this Agreement, prorated for 2025 to reflect Ms. Kearney's March 18, 2025 start date. Ms. Kearney 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. Consistent with Ms. Kearney's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Kearney 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. Kearney's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
- 6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Kearney's full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director.
- 7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Kearney shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Kearney's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
- 8. Ms. Kearney 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 full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Kearney 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. Kearney'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 prorata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
- 9. Ms. Kearney shall not engage in any outside employment, activity or enterprise which is inconsistent, incompatible, or in conflict with the duties or responsibilities of said officer or employee as they relate to employment with the County of Mono, or with the duties, functions, or responsibilities of employee's appointing authority or of the County, except as specified in Section 450 of the Mono County Personnel Rules. Section 450 of the Mono County Personnel Rules, as the same may be amended from time to time, governs the scope of permissible outside employment and is incorporated herein by reference.
- 10. Consistent with the "at will" nature of Ms. Kearney's employment, the Director may terminate Ms. Kearney's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Kearney 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 Personnel Rules) 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 or her discretion, take during Ms. Kearney's employment.
- 11. In the event of a termination without cause occurring after the first twelve (12) months of Ms. Kearney's employment under this Agreement, Ms. Kearney shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Kearney shall not be entitled to any severance pay in the event that the Director has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Kearney 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.
- 12. Ms. Kearney 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. Kearney shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.

- 13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Kearney, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Kearney's employment.
- 14. 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. Kearney'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. Kearney's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Kearney shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Kearney is convicted of a crime involving abuse of office or position.
- 15. Ms. Kearney acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Kearney 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.
- 16. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to Docusign or similar service, shall be deemed as valid and as enforceable as an original.

#### III. EXECUTION:

This Agreement is executed by the parties this 18th day of March.

EMPLOYEE	THE COUNTY OF MONO
Jill Kearney	Lynda Salcido, Chair Board of Supervisors
APPROVED AS TO FORM:	

COUNTY COUNSEL	

## REGULAR AGENDA REQUEST

■ Print

MEETING DATE March 18, 2025

Departments: Human Resources

TIME REQUIRED 10 minutes

**SUBJECT** Approve Employment Contract and

Resolution for County Budget Officer

PERSONS APPEARING BEFORE THE

BOARD

Christine Bouchard, Assistant County

Administrative Officer

#### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Stephanie Trujillo as County Budget Officer, and prescribing the compensation, appointment, and conditions of said employment.

#### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve proposed resolution approving a contract with Stephanie Trujillo as County Budget Officer, 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 of the County Budget Officer is \$167,479, of which \$132,741 is salary and \$34,738 is benefits. The cost for the remainder of the fiscal year is \$21,060, of which \$12,729 is salary and \$8,331 is benefits. This is a General Fund cost and is included in the County Administrative Office's fiscal year 2024-25 budget.

**CONTACT NAME:** Christine Bouchard

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov

#### **SEND COPIES TO:**

#### MINUTE ORDER REQUESTED:

☐ YES 
☐ NO

#### **ATTACHMENTS:**

(	Click to download
	□ Staff Report
	D Resolution
	D contract

Time	Who	Approval
3/13/2025 1:26 PM	County Counsel	Yes
3/13/2025 2:06 PM	Finance	Yes
3/13/2025 3:04 PM	County Administrative Office	Yes



## COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: March 18, 2025

Re: Proposed employment agreement and resolution for Stephanie Trujilo as

County Budget Officer.

#### **BOARD OF SUPERVISORS**

CHAIR Lynda Salcido / District 5

VICE CHAIR Jennifer Kreitz / District 1

Rhonda Duggan / District 2 Paul McFarland / District 3 John Peters / District 4

#### **COUNTY DEPARTMENTS**

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Chris Beck

ECONOMIC DEVELOPMENT Liz Grans

EMERGENCY MEDICAL SERVICES

Bryan Bullock FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES Kathryn Peterson

INFORMATION TECHNOLOGY Mike Martinez

PROBATION Karin Humiston

PUBLIC WORKS

Paul Roten

### Strategic Plan Focus Area(s) Met

☐ A Thriving Economy Function	$\boxtimes$ S	Safe and Healthy Communities   Mandated
Sustainable Public La	nds	

#### **Discussion**

The previous Budget Officer took another position outside the County in March 2025. The CAO and Assistant CAO interviewed Ms. Trujillo and determined she has the necessary qualifications for this position. Currently she works as an Accounting Manager for the Town of Mammoth Lakes. Prior to working for the Town, she worked for the County in the Finance Department. Upon approval of the Board, Ms. Trujillo will start on April 1, 2025, in range 115, Step E.



#### **RESOLUTION NO. R25-**

#### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF EMPLOYMENT OF STEPHANIE TRUJILLO

**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 Regarding Terms and Conditions of Employment of Stephanie Trujillo, 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 Stephanie Trujillo. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 18th day of March, 2025, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	
Clerk of the Board	Lynda Salcido, Chair Board of Supervisors
APPROVED AS TO FORM:	
COUNTY COUNSEL	

#### AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT OF STEPHANIE TRUJILLO AS BUDGET OFFICER FOR MONO COUNTY

This Agreement is entered into by and between Stephanie Trujillo and the County of Mono (hereinafter "County").

#### I. RECITALS

The County Administrative Officer (hereinafter "CAO") has offered Stephanie Trujillo hereinafter ("Ms. Trujillo") the position of Budget Officer for Mono County in accordance with the terms and conditions set forth in this Agreement. Ms. Trujillo wishes to accept employment with the County on said terms and conditions.

#### II. AGREEMENT

- 1. This Agreement shall commence upon execution by both parties and shall remain in effect unless or until terminated in accordance with this Agreement.
- 2. Commencing March 31, 2025, Ms. Trujillo shall be employed by Mono County as its Budget Officer, serving at the will and pleasure of the CAO. Ms. Trujillo accepts such employment. The CAO shall be deemed the "appointing authority" for all purposes with respect to Ms. Trujillo's employment. The CAO and Ms. Trujillo will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Trujillo's work. Ms. Trujillo's job performance and progress towards achieving the agreed-upon goals shall be evaluated by the CAO in accordance with the County's "Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees" most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the "Management Compensation Policy").
- 3. Ms. Trujillo's salary shall be initially set at Range 115, Step E of the "Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads" most recently updated on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the "*Salary Matrix*") and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
- 4. Ms. Trujillo 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 as determined by the County's contract with PERS and/or County policy, and also any employee share of the "normal cost" of her retirement benefits that may be mandated by the Public Employees Pension Reform Act

of 2013 (PEPRA).

- 5. Ms. Trujillo shall earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of At-Will and Management-Level Officers and Employees," updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "*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 calendar year of service under this Agreement, prorated for 2025 to reflect Ms. Trujillo's March 31, 2025 start date. Ms. Trujillo understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.
- 6. To the extent deemed appropriate by the CAO, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Trujillo's full participation in applicable professional associations, for her continued professional growth and for the good of the County.
- 7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Trujillo 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 at the tier applicable to Ms. Trujillo's employment, medical insurance, County dental and vision coverage, and life insurance.
- 8. Ms. Trujillo 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 full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Trujillo 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. Trujillo'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.
- 9. Ms. Trujillo shall not engage in any outside employment, activity or enterprise which is

inconsistent, incompatible, or in conflict with the duties or responsibilities of said officer or employee as they relate to employment with the County of Mono, or with the duties, functions, or responsibilities of employee's appointing authority or of the County, except as specified in Section 450 of the Mono County Personnel Rules. Section 450 of the Mono County Personnel Rules, as the same may be amended from time to time, governs the scope of permissible outside employment and is incorporated herein by reference.

- 10. Consistent with the "at will" nature of Ms. Trujillo's employment, the CAO may terminate Ms. Trujillo'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. Trujillo understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are 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 CAO may, in his or her discretion, take during Ms. Trujillo's employment.
- 11. In the event of a termination without cause occurring after the first twelve (12) months of employment, Ms. Trujillo shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Trujillo shall not be entitled to any severance pay in the event that the CAO has grounds to discipline her on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Trujillo 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.
- 12. Ms. Trujillo 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. Trujillo shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
- 13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Trujillo.
- 14. 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. Trujillo'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. Trujillo's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Trujillo shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Trujillo is convicted of a crime involving abuse of office or position.

- 15. Ms. Trujillo acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Trujillo 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.
- 16. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to Docusign or similar service, shall be deemed as valid and as enforceable as an original.

THE COLINTY OF MONO

#### III. EXECUTION

EMDI OVEE

This Agreement is executed by the parties this 18th day of March.

EMFLOTEE	THE COUNTY OF MONO	
Stephanie Trujillo	Lynda Salcido, Chair Board of Supervisors	
APPROVED AS TO FORM:		
COUNTY COUNSEL		



#### REGULAR AGENDA REQUEST

■ Print

MEETING DATE March 18, 2025

**Departments: County Administrative Office** 

TIME REQUIRED 30 minutes

**SUBJECT** Amendments to the Out-of-State

Remote Work Resolution

APPEARING BEFORE THE BOARD

**PERSONS** 

Christine Bouchard, Assistant County

Administrative Officer

#### AGENDA DESCRIPTION:

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

Proposed resolution adopting the amendments to the remote work resolution.

#### **RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

#### **FISCAL IMPACT:**

The fiscal impact remains uncertain and will vary depending on whether employees return to California or if their positions need to be backfilled. Staff estimates that complying with the legal and financial requirements for out-of-state workers during the transition period would cost approximately \$50,000. Additionally, if a transition plan is required, including overlapping staff during the transition period, the estimated cost would be an additional \$30,000.

CONTACT NAME	Christine Bouchard
--------------	--------------------

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov

#### **SEND COPIES TO:**

#### **MINUTE ORDER REQUESTED:**

☐ YES 🔽 NO

#### ATTACHMENTS:

Cl	lick to download
C	<u>Staff Report</u>
C	<u>Resolution</u>

#### History

TimeWhoApproval3/14/2025 9:02 AMCounty CounselYes

3/14/2025 9:26 AM Finance Yes
3/14/2025 9:31 AM County Administrative Office Yes

#### COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

### MONO COUNTY CALIFORNIA

**BOARD OF SUPERVISORS** 

<u>CHAIR</u>

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District I

Rhonda Duggan / District 2 Paul McFarland / District 3 John Peters / District 4

#### **COUNTY DEPARTMENTS**

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun BEHAVIORAL HEALTH

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Chris Beck

Robin Roberts

ECONOMIC DEVELOPMENT Liz Grans

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE Janet Dutcher, DPA, MPA,

Janet Dutcher, DPA, MPA, CGFM, CPA HFALTH AND HUMAN

SERVICES Kathryn Peterson INFORMATION

TECHNOLOGY Mike Martinez PROBATION

Karin Humiston
PUBLIC WORKS
Paul Roten

To: Mono County Board of Supervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: March 18, 2025

Re: Resolution Imposing a Moratorium on the Hiring of New Employees Working Outside of California and Requiring the Return of Current

Out-of-State Employees

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

☐ A Thriving Economy ☐	Safe and Healthy Communities
Sustainable Public Lands	Workforce & Operational Excellence

#### **Background**

On February 11, 2025, the Board directed staff to draft a resolution imposing a moratorium on hiring new employees who work outside California and requiring the return of current full-time remote employees based out of state. During the discussion the Board did not come to consensus on a timeline for returning to work and asked staff to come back with some options to consider.

As a part of the February 11 discussion, the Board provided direction that out of state work in Nevada was permissible, provided that the position was not 100% remote. Staff have incorporated these items into the attached Resolution for consideration by the Board.

#### **Analysis**

As discussed on February 11, 2025, there are financial and operational impacts of continuing out-of-state remote work including:

#### • Legal and Compliance Issues:

- 1. Managing compliance with multiple state tax laws, labor laws, and workers' compensation regulations, along with potential liabilities due to varying employment laws.
  - Administrative Costs: Increased payroll complexity, requiring:
    - 1. Registering with multiple states
    - 2. Establishing withholding and tracking mechanisms
    - 3. Filing quarterly tax returns

- 4. Covering non-California employer costs and taxes
- 5. Adjusting W-2s for multi-state operations

#### **Public Comments/Department Head Comments**

Following the Board's discussion on this item on February 11, we received one public comment (during the March 11 Board meeting) from the Town of Mammoth Lakes Town Manager, Rob Patterson. Mr. Patterson highlighted the Town's reliance on IT staff who work out of state and urged the Board to consider a solution to continue working with these staff members.

In addition, Department Heads have shared feedback on how this potential change could impact their operations. Key concerns have been summarized below:

- The loss of out-of-state workers could significantly affect key roles that support departmental functionality across the County.
- Departments are highly dependent on specialized staff, particularly in IT and Risk Management.
- Out-of-state work arrangements have allowed essential tasks and services to be completed efficiently and without disruption.
- Ending out-of-state work arrangements could lead to retirements or staffing shortages, posing risks to operational continuity.

This information is provided to ensure transparency and to communicate staff concerns to the Board. We also expect Department Heads to share additional comments during the Board's discussion.

#### **Next Steps**

If the Board adopts the proposed resolution, we recognize that some employees may choose not to return to California, leading to a loss of institutional knowledge. To mitigate this impact, it is recommended that the County implement a transition plan for affected employees and departments. This plan should include additional budget to the affected departments to allow them to hire staff quickly and allow for overlap of staff if out of state workers choose not to return to work.

#### Recommendation

Consider the attached resolution prohibiting out-of-state remote work and ordering the current out of state employees to return to work. The Board should provide direction on the timeframe for return to work.



R25-

# A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS IMPOSING A MORATORIUM ON THE HIRING OF NEW EMPLOYEES WHO WOULD WORK OUTSIDE OF THE STATE OF CALIFORNIA AND ORDERING THE RETURN OF EMPLOYEES PRESENTLY WORKING FULL-TIME OUTSIDE OF THE STATE OF CALIFORNIA

**WHEREAS**, during the COVID-19 pandemic, employees who had historically performed their County job functions primarily on County premises began working from remote locations, including locations that are outside of the State of California; and

WHEREAS, some of the legal impediments to such out-of-state work were modified or waived during the pandemic, but those modifications and waivers are no longer in effect; and

**WHEREAS**, there is a need for the County to evaluate options and requirements associated with the employment of workers who do not work primarily from a location within the State of California to determine whether or how the County can meet those requirements; and

**WHEREAS**, while County staff conducts that evaluation and develops a recommendation regarding future policies, the Board wishes to prevent the addition of new out-of-state employment relationships for the County; and

**WHEREAS**, the County's Remote Work Policy, adopted by Resolution R22-029, already provides that remote work (whether from a location within California or from a location in another state) is a privilege and not a right and may be approved in the sole discretion of the County and any limitation on the establishment of new out-of-state work arrangements would fall within that existing policy;

**WHEREAS,** on July 18, 2023, the Mono County Board of Supervisors adopted a resolution prohibiting further out-of-state work, while exempting those employees who had as of that date, been working outside of the State of California; and

**WHEREAS,** considerations have been made regarding employees currently working full-time outside of the State of California, and it has been decided that ordering them to return to work in California, with remote work allowed only as stated in and by adopted Resolution R22-09, is in the best interest of the County of Mono.

**NOW, THEREFORE,** the Board of Supervisors of the County of Mono hereby finds and resolves that:

1			
2 3 4	<b>SECTION ONE:</b> Effective immediately, all employees presently working full-time and remotely outside of the State of California are hereby ordered to return to the office, and perform their functions within the State of California, on a full-time basis, with remote worl allowed as stated in Resolution R22-09.		
<ul><li>5</li><li>6</li><li>7</li></ul>	<b>SECTION TWO:</b> All employees presently working full-time, and remotely outside of the State of California, shall have [three] [six] [] (choose one, or complete an alternative) months to satisfy the obligations set forth in SECTION 1, above.		
8 9 10	<b>SECTION THREE:</b> Effective immediately, no existing employee of Mono County who currently performs substantially all of their job functions from a location that is within the State of California shall be authorized to perform substantially all of their job functions from a location that is outside the State of California.		
11 12 13	<b>SECTION FOUR:</b> For purposes of this Resolution, the performance of "substantially all" job functions within the State of California shall mean that the employee regularly works from a location that is within the State of California, and only minimally and intermittently works from a location that is outside the state, for example, while on vacation		
14 15 16	County's Remote Work Policy (adopted by Resolution R22-029), and departments are individually responsible for legal costs associated with the current out of state employees		
17	<b>SECTION SIX:</b> The moratorium established by this Resolution shall remain in effect until such time as the Board of Supervisors modifies the moratorium.		
18 19	<b>PASSED, APPROVED</b> and <b>ADOPTED</b> this 18 <sup>th</sup> day of March 2025, by the following vote, to wit:		
20	AYES:		
21 22	NOES:		
23	ABSENT:		
24	ABSTAIN:		
25			
26	Lynda Salcido, Chair		
27	Mono County Board of Supervisors		
28			
29			
30			
31	ATTEGT.		
۵۷	ATTEST: APPROVED AS TO FORM:		

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5	Clerk of the Board	County Counsel	
6	Clerk of the Board	County Counsel	
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#### REGULAR AGENDA REQUEST

■ Print

MEETING DATE March 18, 2025

**Departments: County Administrative Office** 

TIME REQUIRED 20 minutes

**SUBJECT** Update on Status of Federal Funding

Impacts to Mono County

PERSONS APPEARING

BEFORE THE BOARD

Sandra Moberly, County Administrative Officer

Yes

#### AGENDA DESCRIPTION:

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

Staff will provide an update on federal funds used at the county level and how the County can advocate and prepare for future funding changes at the federal level.

#### **RECOMMENDED ACTION:**

Staff recommends the Board review this report summarizing Mono County's federal funding and provide comments as needed.

#### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Sandra Moberly

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

#### **SEND COPIES TO:**

#### MINUTE ORDER REQUESTED:

TYES VO

#### ATTACHMENTS:

Click to download

#### History

 Time
 Who
 Approval

 3/13/2025 1:54 PM
 County Counsel
 Yes

 3/13/2025 2:13 PM
 Finance
 Yes

3/13/2025 3:07 PM County Administrative Office



#### COUNTY ADMINISTRATIVE OFFICER **COUNTY OF MONO**

Sandra Moberly, MPA, AICP

#### ASSISTANT COUNTY ADMINISTRATIVE OFFICER

Christine Bouchard

#### **BOARD OF SUPERVISORS**

**CHAIR** 

Lynda Salcido / District 5

**VICE CHAIR** 

Iennifer Kreitz / District I

Rhonda Duggan / District 2 Paul McFarland / District 3 John Peters / District 4

#### **COUNTY DEPARTMENTS**

**ASSESSOR** Hon. Barry Beck

DISTRICT ATTORNEY

Hon, David Anderson SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL

Chris Beck

**ECONOMIC DEVELOPMENT** Liz Grans

**EMERGENCY MEDICAL SERVICES** 

Bryan Bullock FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN **SERVICES** Kathryn Peterson

INFORMATION **TECHNOLOGY** 

Mike Martinez

PROBATION Karin Humiston

**PUBLIC WORKS** Paul Roten

To:

Mono County Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: March 18, 2025

Re:

Federal Funding Impacts on Mono County

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

A Thriving Economy	Safe and Healthy Communities	Mandated Function
--------------------	------------------------------	-------------------

Sustainable Public Lands	Workforce & Operational Excellence
--------------------------	------------------------------------

#### **Background**

Mono County benefits from significant federal funding, which supports a wide range of programs across departments. These funds are instrumental in maintaining essential services, infrastructure, and community development initiatives. In 2024, Mono County secured approximately \$17.5 million in federal funding. Key sources include the Community Development Block Grant (CDBG), American Rescue Plan Act (ARPA), Medi-Cal, and the Payment in Lieu of Taxes (PILT) program. These programs represent both ongoing and one time funding.

#### **Summary of Federal Funding**

Ongoing federal funding includes programs such as Medi-Cal Administration and Federal Financial Participation (FFP), PILT, Substance Use Block Grant (SUBG), Supplemental National Assistance Program (SNAP), Secure Rural Schools (SRS), Social Services Block Grant, Temporary Assistance for Needy Families (TANF), Women, Infant, and Children (WIC), and numerous public health programs. These programs provide recurring funding but remain vulnerable to federal budget changes. As an example, PILT and SRS are subject to annual appropriations, making future funding uncertain.

One-time funding sources include the Community Development Block Grant (CDBG), American Rescue Plan Act (ARPA), and Multi-Jurisdictional Hazard Mitigation Plan (MJHMP). These grants represent one-time or limited-duration funding. Because these funds are not ongoing, staff uses them to complete particular projects within the parameters of the funding source.

#### **Summary of Federal Funding**

Department	Funding Source	Amount ▼
Housing	CDBG & HOME Funds	\$1,102,377
	Substance Use Block Grant, ARPA,	
Behavioral Health	MHBG, Medi-Cal Federal Financial	\$1,000,000
	Participation, Drug Medi-Cal	
Community Development	MJHMP Grant via CalOES from FEMA	\$179,982
District Attorney	Victim Witness Assistance Program	\$206,686
Health and Human Services	Various Federal Funds	\$5,473,958
Emergency Medical Services	Federal Dollars for new ambulance	\$210,000
Information Technology	USDA Funds	\$66,000
Office of Emergency Management	Emergency Management Preparedness Grant, Homeland Security Grant Program	\$213,734
Probation	Bullet Proof Vest Program	\$4,940
Public Works	FLAP, STIP, USDA Forest Service, Safety Money, BLM Projects	\$10,000,000
Sheriff's Office	Bullet Proof Vest Grant, USDA USFS Humboldt Toiyabe, USDA USFS Inyo, Body Worn Camera Grant	\$98,154
County-Wide	Payment in Lieu of Taxes (PILT)	\$1,501,009
County-Wide	Secure Rural Schools (SRS)	\$790,477
		\$20,847,317

#### **DETAILED SUMMARY OF FEDERAL FUNDS**

#### Community Development Block Grant (CDBG) & HOME Funds

The Community Development Block Grant (CDBG) and HOME funds support housing and community development projects, particularly for low- and moderate-income residents. CDBG is a long-standing program with bipartisan support, making drastic cuts less likely in the short term. HOME funds are similarly subject to federal budget negotiations but have been relatively stable.

#### Substance Use Block Grant (SUBG)

The Substance Use Block Grant (SUBG) funds substance use programs, including transitional housing and harm reduction outreach. Federal block grants like SUBG are generally stable but could face cuts during broader federal budget reductions.

#### Medi-Cal Federal Financial Participation (FFP)

Medi-Cal Federal Financial Participation (FFP) provides health coverage for low-income Californians, with federal funding covering a significant portion of costs. Federal Medicaid funding, including Medi-Cal, is at risk due to ongoing debates about reducing federal spending. Proposed cuts could significantly impact California, which relies heavily on these funds. Currently, the State has not indicated that they will be changing what the county Mental Health Plan is required to provide, even if there is a loss of federal funding. While there is reassuring information from the state, there is a current requirement to have Cultural Competence Plans (i.e., DEI), which is at odds with the federal guidance on DEI.

#### State Transportation Improvement Program (STIP)

The State Transportation Improvement Program (STIP) funds the majority of road improvement Projects in Mono County. Local roads can be funded through state STIP, but major collectors, such as Eastside Lane, Benton Crossing and Northshore Drive are funded using Federal Funds.

#### Highway Safety Improvement Program (HSIP)

The Highway Safety Improvement Program (HSIP) has historically been state funded. Moving forward, this program will be federally funded. This funds for new signage, guardrails and edgeline striping on our roads. These funds are essential to improving the safety of our roads.

#### USDA Forest Service

This funding source is in recognition of the work Mono County Road Crews provide for the significant amount of Forest Service roads within the county. This funding is a critical part of the road Budget.

#### **BLM** projects

Annually, the Public Works Road Department takes on projects with the Bureau of Land Management (BLM). These projects vary in amounts, but typical average about \$100,000 annually.

#### General Grants to McSOAR

Annually the Mono County Sustainable Outdoors and Recreation Division perform work funded by grants with Federal Funding sources. Much of the work of Sustainable Outdoors is cooperation and assistance with our partners in the USFS and BLM. It is important to maintain this effort to keep our county at the standards that visitors expect.

#### Federal Lands Access Program (FLAP)

The Federal Lands Access Program (FLAP) supports transportation projects that improve access to federal lands. While FLAP funding has been relatively stable, it is subject to federal budget priorities and could face reductions in future appropriations.

#### Homeland Security and Emergency Preparedness Grants

Homeland Security and Emergency Preparedness Grants fund emergency management and security initiatives. These grants are subject to federal budget negotiations but have remained a priority due to national security concerns.

#### Mental Health Block Grant (MHBG)

The Mental Health Block Grant (MHBG) funds tele-psychiatry services in Mono County, supplementing Medi-Cal and other behavioral health funding. While MHBG has been a consistent federal funding source, it is subject to congressional budget decisions and broader discussions on mental health funding priorities.

#### Victim Witness Assistance Program

The Victim Witness Assistance Program provides crucial funding to support crime victims, helping them navigate the legal system and access resources. This program is federally funded but administered at the state level, making it vulnerable to shifts in federal or state priorities.

#### Emergency Management Preparedness Grant (EMPG)

The Emergency Management Preparedness Grant (EMPG) funds emergency management salaries and preparedness initiatives in Mono County. Although EMPG funding has historically been stable due to national security concerns, future appropriations are dependent on federal budget priorities. Continued engagement with emergency management associations and federal partners can help Mono County maintain this funding.

Page 4 of 5 March 18, 2025

#### **Bulletproof Vest Program**

The Bulletproof Vest Program provides reimbursement for protective equipment for law enforcement personnel. Though relatively small in amount, this funding enhances officer safety. It is subject to changes in federal funding priorities, and Mono County should continue to seek this funding while exploring alternative sources for equipment procurement.

#### Payment in Lieu of Taxes (PILT)

The Payment in Lieu of Taxes (PILT) program compensates counties for tax-exempt federal lands within their boundaries. PILT funding is subject to annual appropriations, creating uncertainty about future payments. While it has been consistently funded, any federal budget constraints could jeopardize its stability.

#### Secure Rural Schools (SRS)

The Secure Rural Schools (SRS) program provides funding to counties with federal forest lands to support schools, roads, and other services. SRS funding has faced repeated lapses in reauthorization, leading to uncertainty for rural counties. The program's future depends on congressional action, which has been inconsistent.

#### Health and Human Services (HHS) Funding

A significant amount of federal funding flows through Health and Human services to provide services and direct payments to children, families, and older adults. Defunding of federal spending for safety net programs and services would undermine the safety net supports Health and Human Services delivers to residents, including services and benefits to combat poverty, protect public and environmental health, provide access to health care services, and support victims of abuse, neglect and exploitation.

Federal funding covers costs associated with HHS administration of child welfare services including child protective services (CPS), adoption assistance activities, foster care, CalWORKs (TANF), CalFresh (SNAP), In-Home Supportive Services (IHSS), Medi-Cal health insurance enrollment, Adult Protective Services (APS), Promoting Safe and Stable Families (PSSF), and other federally funded programs.

Federal funding also provides direct payments for assistance programs including but not limited to CalFresh (SNAP) food assistance, adoption assistance, and foster care where benefits are provided to individuals and families who meet certain eligibility requirements. There is often a county share of cost associated with these programs.

Senior Services is partially funded with federal funding through Federal Title III, Part B of the Older Americans Act and is critical to maintaining services for community members.

The Federal Workforce Innovation and Opportunity Act (WIOA) program helps job seekers access employment, education, training, and support services to succeed in finding employment in the community. It is entirely funded by federal funds.

Federal funding is critical to administration and delivery of Public Health programs and provides a substantial majority of the funding for many of them including California Children's Services (CCS); Maternal, Child and Adolescent Health (MCAH); Women, Infants, and Children (WIC); Immunization Assistance Program (IAP); HIV Surveillance Program; Hospital Preparedness Program (HPP); Public Health Emergency Preparedness (PHEP); Pandemic Influenza Program; Disease Intervention Specialist Workforce Development (DIS); and the California Strengthening Public Health Initiative (CASPHI).

Page 5 of 5 March 18, 2025

While there are no immediate cuts to programs and services, HHS views all programs on this list as at risk of reductions or elimination by the Federal Administration as it deliberates changes in federal spending in the coming months.

#### **CONCLUSION**

To ensure sustainable funding across various programs, Mono County recognizes the critical role of federal funding in supporting its services and initiatives. Changes at the federal level may introduce uncertainties, but we are committed to actively monitoring federal and state budget proposals, advocating for continued support by emphasizing the local impact of these programs, and maintaining strong partnerships with relevant agencies. This includes showcasing the importance of grants and programs in meeting community needs, tracking funding trends, and preparing contingency plans for potential reductions or lapses. Proactive engagement with state and federal partners, along with strategic advocacy and collaboration, will help Mono County adapt to any changes and address funding challenges as they arise.



#### REGULAR AGENDA REQUEST

■ Print

MEETING DATE March 18, 2025

**Departments: County Administrative Office** 

TIME REQUIRED 20 minutes

**SUBJECT** Mono County Monthly Housing

Update

PERSONS APPEARING BEFORE THE

**BOARD** 

Sandra Moberly, County Administrative Officer

#### **AGENDA DESCRIPTION:**

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

Staff will provide an update on the County's housing program.

#### **RECOMMENDED ACTION:**

None, informational only. Provide any desired direction to staff.

**FISCAL IMPACT:** 

None.

**CONTACT NAME:** Sandra Moberly

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

**SEND COPIES TO:** 

**MINUTE ORDER REQUESTED:** 

TYES 🔽 NO

#### **ATTACHMENTS:**

Click to download

Presentation

History

Time Who Approval

 3/13/2025 1:28 PM
 County Counsel
 Yes

 3/13/2025 2:10 PM
 Finance
 Yes

 3/13/2025 3:06 PM
 County Administrative Office
 Yes

# Housing Work Plan Update

Mono County Board of Supervisors

March 18, 2025



### Housing Work Program

- Housing Policy Analysis
- Regional Housing Needs Study
- Mono County Bridge Pilot Program
- Publicly Led Development with a Flexible Model
- Acquire/facilitate rental housing Bridgeport Apartments
- Ongoing/Future

### Housing Policy Analysis - Complete

- The Board approved the housing policy analysis and work program on February 11, 2025.
- Used to guide future investment/programs/projects
- Not intended to limit creative programs in the future



### Regional Housing Needs Study – In Progress

- Collaborative effort between Mono, Inyo, Mammoth Lakes, and Bishop
- Kickoff February 27, video available online here: <a href="https://escog.ca.gov/housing-needs">https://escog.ca.gov/housing-needs</a>
- Gathering background data
- Initial Timeline February 2025 to October 2025, with most housing needs data by June 2025
- Community Workshops April and June



### Mono County Bridge Pilot Program – In Progress

- Program goal is to purchase properties in unincorporated Mono County and sell them to income-qualified buyers with a deed restriction.
- Board allocated \$500,000 for this program to subsidize income-qualified buyers
- Purchased 56 Kirkwood in Bridgeport for this program
- Considering properties across the unincorporated County for this program
- Working closely with PW as we evaluate properties and make offers
- Process includes
  - Planning Commission consistency determination (required for all property acquisitions)
  - Board approval to finalize purchase



## Publicly Led Development with a Flexible Model

- Program includes acquiring property and developing it with or without a partner
- Finalizing acquisition of Johnston Property (10 acres on Eastside Lane, Walker)
- Properties in other areas of the unincorporated County
- Focus on properties that can qualify for traditional funding sources (LIHTC, CDBG, etc.)



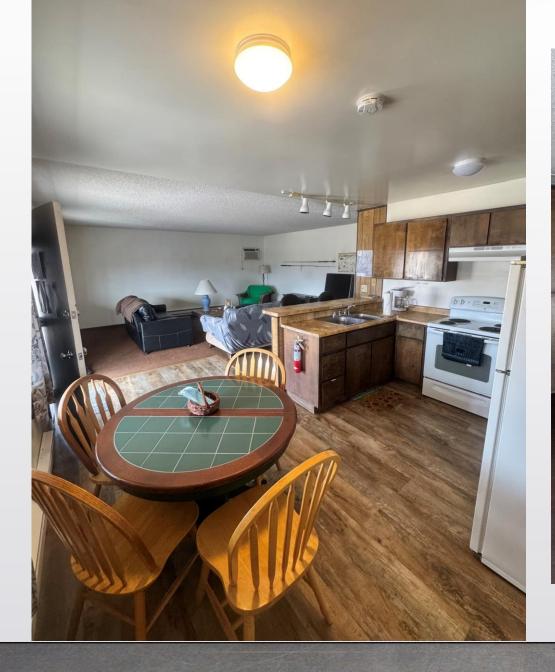




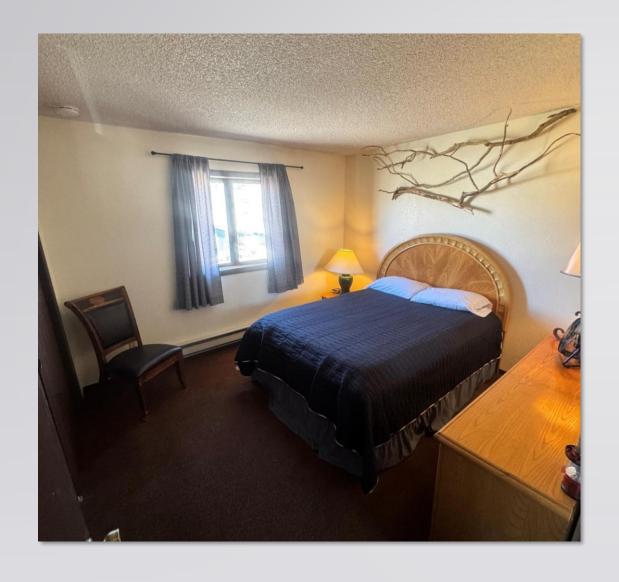
### Acquire/facilitate rental housing

- Bridgeport Apartments
  - Four 2-bedroom, 1-bath apartments
  - Proposed rents: \$1,315/month (includes water, sewer, trash, snow removal – electricity and internet are tenant responsibility)
  - Finalizing improvements to the property (changing locks, installing laundry facilities)
  - Units could be furnished or unfurnished work with tenants
  - Working through interest list, will continue to advertise as units are available.
  - https://www.monocounty.ca.gov/cao/page/mono-county-housingprogram

















### Safe Parking Site

- Coordinating with the Town and Alterra
- Site Plan/Improvement
   Plan
- Management Plan
- Drafts expected March21





### Ongoing/Future

- Housing Authority Meeting April 15
  - Overview of Housing Authority
  - HCD annual progress report
  - 2024 Building Permit statistics
  - Report on Housing Programs, Including Housing Element Programs and Policy Directives
- Explore buyer-led Bridge Program
- Vail In Deed
- Consider/pursue grant funding as appropriate (CDBG/HOME/Etc.)
- Community/Partner engagement (RPAC, TOML, ESCH, Etc.)

# Questions/Comments



#### REGULAR AGENDA REQUEST

■ Print

MEETI	NG DATE	March 18,	2025

Time

TIME REQUIRED

SUBJECT

Closed Session - Labor Negotiations

Closed Session - Labor Negotiations

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): Sandra Moberly, Oliver Yee, Christopher Beck, Janet Dutcher, and Christine Bouchard. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  YES NO
ATTACHMENTS:
Click to download
No Attachments Available
History

**Approval** 

Who