Agenda

County of Inyo
Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

Public Notices: *(1)* 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) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). *(2)* If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).
Note: Historically the Board does break for lunch, the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

May 20, 2014

8:30 a.m. 1. ***PUBLIC COMMENT***

CLOSED SESSION

2. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** – Inyo County and Inyo County Probationary Police Officers Association Tim Schumacher SMCS Case No. ARB-13-0116.

3. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATIONS (Pursuant to Government Code §54956.9(d)(1)*** – *Gina Gleason v. Debra Bowen, et al.,* Sacramento Superior Case No. 34-2014-80001786.

4. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATIONS (Pursuant to Government Code §54956.9(c)*** – Meet with legal counsel for discussion and advice regarding potential litigation (one case).

5. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

6. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

7. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

8. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

9. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

10. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

OPEN SESSION

10:00 a.m. ***PLEDGE OF ALLEGIANCE***

11. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***

12. ***PUBLIC COMMENT***

13. ***COUNTY DEPARTMENT REPORTS*** *(Reports limited to two minutes)*

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

14. ***Motor Pool –*** Request Board award the bid for and approve the purchase of one 2014 Toyota Prius from Perry Motors of Bishop as the low bidder, in an amount not to exceed $25,428.71.

15. ***Parks & Recreation –*** Request approval to purchase one 35XT Nortrac commercial riding tractor from Northern Tool in an amount not to exceed $14,550.

PUBLIC WORKS AND ROAD DEPARTMENTS

16. ***Public Works -*** Request approval of Amendment #1 to the Lease between the County of Inyo and FedEx Ground Package System, Inc., modifying the existing terms by increasing the extension option #1 from two years to three years and decreasing the annual inflator from three percent to two percent and proposing two additional two year options subject to the three percent annual increase; and authorize the Public Works Director to sign, contingent upon the appropriate signatures being obtained.

17. ***Road Department –*** Request authorization to close a portion of Round Valley Road during the morning of May 22, 2014 for the purpose of the Round Valley School 6th Annual Jog-A-Thon.

DEPARTMENTAL (To be considered at the Board's convenience)

18. ***HEALTH AND HUMAN SERVICES – Social Services –*** Request Board A) declare American Security Group a sole source provider of video surveillance systems; B) amend the FY 2013-14 Social Services Budget Unit 055800 by increasing estimated revenue in Realignment 2011 *(Revenue Code #4460)* by $13,850 and increasing appropriations in Equipment *(Object Code #5650)* by $13,850 *(4/5's vote required)*; C) approve the purchase of two IP Video Surveillance Systems (and all required parts and labor) one for the Bishop Employment and Eligibility Office located at 920 N. Main Street, and one for the Lone Pine Social Services Building located at 380 N. Mt. Whitney, in an amount not to exceed $13,850; and D) authorize the Director of Health and Human Services to sign the Proposals and Certificate of Acceptance upon approval of the purchase.

19. ***HEALTH AND HUMAN SERVICES – Social Services*** Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Office Clerk position exists in the Social Services Budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy should first be recruited through an internal recruitment; and C) approve the hiring of one Office Clerk I at Range 48 ($2,530 – $3,067) or II at Range 50 ($2,642 – $3,213) depending upon qualifications.

20. ***PUBLIC WORKS*** – Request Board A) rescind the Board Order of May 6, 2014 regarding the Mechanic/ Operator position; B) change the authorized strength by deleting one Equipment Operator Series at Ranges 58 through 60 ($3,181 - $4,052) and adding one Mechanic/Operator Series at Ranges 58 through 60 ($3,181 - $4,052 + 2.5% tool allowance); and C) find that consistent with the adopted Authorized Position Review Policy: (1) the availability of funding for the Mechanic/Operator position exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor-Controller; (2) authorize an internal recruitment for the position; and (3) approve the hiring of one full time Mechanic/Operator I at Range 58 ($3,181 – $3,871 + 2.5% tool allowance) or II at Range 60 ($3,336 - $4,052 + 2.5% tool allowance) depending upon qualifications.

21. ***PUBLIC WORKS*** – Request Board receive a report regarding Service Redesign Pilot Project to adjust deployment of Office Staff in the Public Works Department.

22. ***PUBLIC WORKS – PLANNING*** - Request Board receive informational report regarding a Service Redesign proposal to eliminate the Planning Coordinator and an Engineering Technician position in the Planning and Public Works Departments and create a combined Project Coordinator position; and B) provide direction to staff to proceed with recommending the associated changes in the Departments' authorized strength and hiring approvals.

23. ***WATER DEPARTMENT*** – Request approval of Amendment No. 1 to the Contract between the County of Inyo and Paul N. Bruce, as the mediator representing Inyo County in its dispute with the City of Los Angeles Department of Water and Power, increasing the amount of the Contact by $10,000 to a total amount not to exceed $30,000, and extending the term of the Contract to September 30, 2014, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

24. ***COUNTY ADMINISTRATOR - Purchasing*** – Request Board A) declare certain property surplus; B) authorize the transfer thereof to other public entities and non-profit organizations *(4/5's vote required);* C) approve the public auction of County surplus equipment not claimed by those entities/organizations on June 12, 2014; and D) authorize the auction to take place at the Building and Maintenance yard located at 136 south Jackson Street, Independence and not the Courthouse door *(4/5' vote required).*

25. ***COUNTY ADMINISTRATOR - Emergency Services*** - Request Board continue the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.

26. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.

27. ***COUNTY ADMINISTRATOR - Emergency Services*** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.

28. ***COUNTY ADMINISTRATOR - Emergency Services*** – Request Board continue the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.

29. ***PLANNING*** – Request Board receive a presentation from staff about coordination with the Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

30. ***PLANNING*** – Request Board conduct a workshop regarding the Draft Zoning Code Update pertaining to Special Event Permits, blighted buildings, and community character zoning overlays, and provide direction to staff.

31. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Board of Supervisors Meeting of May 6, 2014.

TIMED ITEMS (Items will not be considered before scheduled time)

11:00 a.m. 32. ***PLANNING*** – Request Board A) conduct a workshop regarding the transmission planning relevant to Inyo County, including the West-Wide Energy Corridor Programmatic Environmental Impact Statement, and B) consider directing staff to prepare correspondence in regards thereto and authorizing the Chairperson to sign.

1:30 p.m. 33. ***HEALTH AND HUMAN SERVICES – Inyo County Growing Older Living With Dignity (IC – GOLD)*** – Request Board conduct a workshop regarding IC – GOLD Service Redesign.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)

34. ***PUBLIC COMMENT***

CORRESPONDENCE - INFORMATIONAL

For Clerk's Use Only:
AGENDA NUMBER

14

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Motor Pool

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: Purchase of Fiscal Year 2013-2014 Motor Pool Vehicles

DEPARTMENTAL RECOMMENDATION:

Request your Board award a bid to Perry Motors of Bishop as the low bidder and authorize the purchase of the following vehicles: one (1) 2014 Toyota Prius in the amount of $25,428.71.

SUMMARY DISCUSSION:

Motor Pool sought bids for the purchase of hybrid vehicles from several vendors, including: Bishop Ford of Bishop, Perry Motors of Bishop, Hunter Dodge of Lancaster, Raceway Ford of Riverside, Downtown Ford of Sacramento and Chevrolet of Watsonville. This vehicle will replace a motor pool vehicle that has met the Motor Pool Replacement Criteria, that being: age; high mileage; and excessive costs from repairs or dependability.

Bid Summary:

Bishop Ford	$28,115.59	Raceway Ford	$27,782.03	All other bidders – no response
Perry Motors	$25,428.71			

Any vehicle that is scheduled to be replaced will be evaluated and may ultimately replace an older vehicle currently being utilized by various county departments as in-county transportation. The remaining vehicles will be sold through the sealed bid and the auction process.

ALTERNATIVES:

Your Board could choose not to award the bids, and not purchase these vehicles at this time. Your Board could also recommend that Motor Pool change the bid specs for these vehicles, and go out to bid again.

FINANCING:

The vehicles recommended for purchase have been included in the 2013-2014 Motor Pool Budget 200100, Object Code 5655.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR /CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 5/5/2014
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date_____

DEPARTMENT HEAD SIGNATURE: _____ Date: 5/7/14
(Not to be signed until all approvals are received)

For Clerk's Use Only:
AGENDA NUMBER

15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Parks & Recreation

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: Purchase of one (1) Nortrac 4 wheel drive tractor

DEPARTMENTAL RECOMMENDATION:

That your Board approve the purchase of one (1) 35XT Nortrac commercial riding tractor from Northern Tool and allow the Purchasing Department to issue a purchase order in the amount not to exceed $14,550.00.

SUMMARY DISCUSSION:

Parks & Recreation sought bids for the purchase of a new commercial riding tractor and did not receive any bids. The tractor will be used throughout the entire Parks system primarily as a brush mower for Pleasant Valley and Diaz Lake. Parks & Recreation currently has sufficient mowers to cover parks lawn maintenance; however, the tractor will be used for heavy brush in those areas. The secondary use will be for dirt road maintenance and sign post installations among other things.

ALTERNATIVES: Your Board could choose not to authorize the purchase; however, Parks and Recreation would have to rent equipment out of the area or try to have the Road Department and an operator mow Pleasant Valley bi-annually and Diaz Lake weekly.

FINANCING: The mower purchase is included in the Parks 2013/2014 fiscal year budget, Object Code 5650, *Fixed Assets.*

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Amy Shepherd Approved: yes Date 5/13/14
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date_____

DEPARTMENT HEAD SIGNATURE: Pam Alemnaty Date: 5/13/14
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
16

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: FedEx Ground Package System, Inc. lease amendment #1 - Bishop Airport

DEPARTMENTAL RECOMMENDATIONS:

Request the Board approve amendment #1 to the lease dated July 1, 2011 between the County of Inyo and FedEx Ground Package System, Inc. The proposed amendment modifies the existing lease terms by increasing extension option #1 from two years to three years and decreasing the annual inflator from three percent to two percent and; proposes two additional, two year options subject to three percent annual increases.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On July 1, 2011 the County of Inyo entered into a lease with FedEx Ground Package System, Inc. for certain property located at the Bishop Airport. The terms of that lease included initial quarterly payments of $2,362.50, a three year base period and two options extending the lease for additional two year periods, all subject to three percent annual inflators. The proposed amendment modifies the existing contract as follows:

Proposed Lease Term: 7/1/14-6/30/17 (3 years)
Proposed Rent for period of 7/1/14-6/30/15 = $2,556.51/quarter (2% increase over current rent of $2,506.38/quarter)
Proposed Rent for period of 7/1/15-6/30/16 = $2,607.64/quarter (2% increase over previous year's rent)
Proposed Rent for period of 7/1/16-6/30/17 = $2,659.79/quarter (2% increase over previous year's rent)

Proposed Extension Options: Two (2) 2-year extension options as follows:
Option 1 for the period of 7/1/17 – 6/30/19 with 3% annual rent increases with notice by 5/31/17.
Option 2 for the period of 7/1/19 – 6/30/21 with 3% annual rent increases with notice by 5/31/19.

ALTERNATIVES:

The Board could choose to direct staff to renogotiate the terms of the proposed amendment.

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: FedEx Ground Package System, Inc. lease amendment #1- Bishop Airport

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Margaret Kemp-Williams	Approved: ✓ Date 05/13/14
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: ✓ Date 5/13/2014
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 5/13/14

AMENDMENT NO. 1

To

COUNTY OF INYO LEASE OF CERTAIN PROPERTY LOCATED AT EASTERN SIERRA REGIONAL AIRPORT BY AND BETWEEN COUNTY OF INYO AND FED EX GROUND PACKAGE SYSTEM, INC.

THIS AMENDMENT, entered into this ___ day of ____, **2014** is by and between the **COUNTY OF INYO**, a political subdivision of the State of California (hereinafter referred to as "Inyo County"), and FedEx Ground Package System, Inc., (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, on July 1, 2011, Inyo County and Lessee entered into an Agreement which provided Lessee with the real property (hereinafter referred to as "Leased Premises") located at the Eastern Sierra Regional Airport (hereinafter referred to as "Airport"), and described more particularly as "that certain property ".

WHEREAS, County and Lessee do desire and consent to amend such Agreement as set forth below:

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Lessee hereby amends such Agreement as follows:

1. SECTION 3. INITIAL TERMS AND OPTIONS

By the terms of the lease, a copy of which is attached to this Amendment as Exhibit "A", the property described therein was leased to Lessee for a term of three (3) years, commencing on July 1, 2011 and ending on June 30, 2014; In addition, to the initial term, there were two (2) options to extend the lease for additional two (2) year periods as follows:

a. From July 1, 2014 through June 30, 2016; and
b. From July 1, 2016 through June 30, 2018; all subject to three percent annual inflators.

The proposed amendment modifies the existing contract as follows:

Amend Lease Term: 7/1/14-6/30/17 (3 years)
7/1/14-6/30/15 = $2,556.51/quarter (2% increase over current rent of $2,506.38/quarter)
7/1/15-6/30/16 = $2,607.64/quarter (2% increase over previous year's rent)
7/1/16-6/30/17 = $2,659.79/quarter (2% increase over previous year's rent)

Extension Options: Two (2) 2-year extension options as follows:
Option 1 for the period of 7/1/17-6/30/19 with 3% annual rent increases with notice by 5/31/17.

Option 2 for the period of 7/1/19-6/30/21 with 3% annual rent increases with notice by 5/31/19.

Therefore, all parties agree to amend the original terms of the lease as stated above.

2. All other terms and conditions of the Agreement are unchanged and remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their respective authorized officers on the day and date herein above set forth.

LESSOR

County of Inyo

By:_____
Clint G. Quilter
Director, Department of Public Works

Date: _____

LESSEE

FedEx Ground Package System, Inc.

By:_____

Title: _____

Date: _____

Approved as to form and legality:

_____
County Counsel

Approved as to accounting form and content:

_____
County Auditor

Approved as to insurance and risk management:

_____
County Risk Manager

EXHIBIT "A"

LEASE BETWEEN THE COUNTY OF INYO AND FEDEX GROUND PACKAGE SYSTEM, INC. FOR THE USE OF CERTAIN LAND AT THE EASTERN SIERRA REGIONAL AIRPORT

This Lease, made and entered into as of the _____ day of _____, _____ by and between the County of Inyo, a political subdivision of the State of California, acting by and through the governing body of said County, its Board of Supervisors, hereinafter referred to as "Lessor" or "County", and FedEx Ground Package System, Inc. hereinafter referred to as "Lessee".

In Consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties agree to the following:

SECTION ONE. LEASE OF GROUND SPACE.

County hereby leases to Lessee, for the term and upon the conditions hereinafter provided, that portion of the Eastern Sierra Regional Airport located in the County of Inyo at 375 Airport Road, Bishop, CA 93514, which portion is more particularly described in Exhibit "A" attached hereto and incorporated herein, (which is hereinafter referred to as the "Leased premises") for the purposes of the construction thereon, maintaining and using the facility hereinafter described.

SECTION TWO. TRAILER DOCK; OFFICE TRAILER.

Lessee is authorized by Lessor to place its office trailer and a modular dock in the approximate location set forth on Exhibit "A" and in accordance with the plans and specifications as set forth in Exhibit "B" attached hereto and incorporated herein, together with any necessary foundations and utility hookup lines, all of which shall be maintained by Lessee at its sole expense.

SECTION THREE. TERM AND OPTIONS.

The initial term of this Lease will be for Three (3) years beginning July 1, 2011 and continuing through and including June 30, 2014. In addition, to the initial term, there will be two (2) options to extend the lease for additional two (2) year periods as follows:

a. From July 1, 2014 through June 30, 2016; and
b. From July 1, 2016 through June 30, 2018.

The options to extend may be exercised in the manner and under the conditions hereinafter provided.

The two (2) options to extend the term of the Lease for two (2) year periods identified above, may be exercised by Lessee in the manner and on the terms and conditions below:

a. Terms and Conditions.

(1) Neither Lessee nor County has terminated this Lease, or any extension thereof, for any reason.

(2) Lessee is not in default under any term or condition of the Lease, or any extension thereof.

(3) Lessee has exercised all previous options to extend.

b. Manner in Which Options Can be Exercised.

(1) Lessee may exercise the option to extend no earlier than six (6) months before the expiration of the Lease Term, or any extension thereof.

(2) Lessee must notify County in writing of the intent to exercise an option to extend at least thirty (30) days before the expiration of the Lease Term, or an extension thereof.

(3) Except as provided for in Section Six relating to rent, the Option to Extend shall be upon the same terms and conditions as stated in this Lease.

SECTION FOUR. MAINTENANCE.

Lessee agrees to maintain the Leased premises and any improvements thereon in good condition as reasonably required by the County throughout the term of the Lease. The Leased premises and improvements thereon shall be in as good condition at the termination of the Lease as they existed at the commencement of the Lease Agreement, less reasonable wear and tear.

SECTION FIVE. TERMINATION.

In the event of a breach by the Lessee of any term, provision or condition of the Lease Agreement, County shall have the right to terminate the Lease upon serving proper notice(s) to the Lessee. Notice of termination by County shall not relieve Lessee from the performance of any obligations under this Lease Agreement. Such termination shall not prevent County from recovering any moneys due or damages, or from enforcing such obligations or recovering compensatory damages for any default by Lessee. Nothing contained in this paragraph shall be deemed to provide the exclusive remedy of the County and County shall have the right to pursue any other remedy provided by law or this Lease.

In the event of any such breach by Lessee, County shall have the option to continue the Lease in full force and effect, to collect rent when due, and to re-enter premises during the period Lessee is in breach in order to re-let the premise to third parties for the Lessee's account.

SECTION SIX. RENT.

For the use of the Leased premises, Lessee shall pay County, in lawful money, at the address specified in the Agreement, rent in an amount as set forth below on a quarterly basis payable in advance on the first day of the billed quarter. The initial amount of rent for the land lease is $0.164 per square foot per year, which yields a rent per month of $787.50 and per calendar quarter of $2,362.50, and shall increase at 3% annually. Lease payments will be made without set off, and without regard to any claim of contribution, improvement or counter claim.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the quarterly Lease payment due will be prorated for the actual term of the Lease, or any extension thereof.

SECTION SEVEN. OWNERSHIP OF IMPROVEMENTS.

Ownership of Lessee's office trailer, trailer dock and any other personal property of Lessee shall remain in Lessee. Ownership of all other improvements made by Lessee to the Leased premises shall remain in Lessee during the initial period of this Lease. During said period, Lessee shall be entitled to all depreciation, deductions, investment tax credits and any other deductions permitted by the Federal, State or other governmental bodies with reference to ownership of the improvements.

SECTION EIGHT. TRANSFER OF OWNERSHIP.

Upon the expiration of the initial term, title to all capital improvements to the Leased premises shall vest in County. "Capital improvements" as used herein shall exclude all personal property and trade fixtures, such as equipment, lighting fixtures, office furniture and partitions, and Lessee's office trailer and trailer dock.

SECTION NINE. REMOVAL OF CAPITAL IMPROVEMENTS.

Lessee shall be forbidden from removing any capital improvements from the location at which they are constructed or otherwise installed. However, Lessee shall be permitted at any time to remove any personal property or trade fixtures, such as equipment, lighting, fixtures, office furniture and office partitions, and Lessee's office trailer and trailer dock from the Leased premises.

SECTION TEN. MASTER LEASE.

The property herein leased by the County to the Lessee is the subject of a master lease between the County and the City of Los Angeles Department of Water and Power, Numbered BL 120, and by this reference, incorporated into this Lease. This Lease is subject to all of the terms and conditions imposed upon County by said master lease, and Lessee hereby agrees to abide by all of the terms of the master lease and shall not engage in any conduct or activity that would, if performed by County, constitute a breach of the Master Lease.

The County agrees to make reasonable efforts to keep its master lease of said airport property with the City of Los Angeles in good standing, and if sufficient funds are appropriated in the County's annual budget by the County Board of Supervisors, in its sole exercise of discretion, for payment of the master lease rental, to make reasonable efforts to make all payments required by the master lease during the life of this Lease.

SECTION ELEVEN. SERVICES PROVIDED.

Lessee will maintain the trailer dock and office trailer. Lessee will perform normal grounds maintenance and provide repair and care of leased premises and any improvements thereon. All such maintenance, upkeep, and repair will be done at the sole expense of Lessee without any cost to County. Further, County may assess Lessee for negligent damage to the Leased premises or the area immediately adjacent to the leased premises caused by spillage of petroleum products from containers used by Lessee or by any other cause.

In the event the County notifies Lessee that the office trailer and trailer dock facilities within the Lessee's area are in need of repairs, Lessee will make such repairs within thirty (30) days of receiving the notification. When the nature of the repairs is such that they must be performed immediately in order to provide for the immediate safety of the public or other airport users, Lessee will perform such emergency repairs immediately. If Lessee is unable to perform such emergency repairs immediately, the County reserves the right to make such repairs itself, or hire a contractor to make such repairs and Lessee will be responsible for paying the cost of said repairs.

SECTION TWELVE. UTILITIES.

All charges for water, power, gas, telephone, and any other utility service used by Lessee in connection with the occupancy and use of the Leased premises, including deposits, connection fees or charges and meter rentals, charged by the supplier or any such utility service, and the costs of facilities for connecting the Leased premises to such utility services, or facilities, shall be paid by Lessee.

SECTION THIRTEEN. SUBLEASE/ASSIGNMENT.

Lessee shall not have the right to sublease the Leased premises or to assign this agreement without prior written approval of the County. The foregoing notwithstanding, Lessee may assign this Lease, or sublet the Leased premises, to any operating subsidiary of FedEx Corporation without Lessor's consent.

SECTION FOURTEEN. CONDITION OF PREMISES.

Lessee shall inspect the Leased premises and accept the Leased premises in its present condition without any liability or obligation on the part of the County to make any alterations, improvements or repairs of any kind on or about the Leased premises.

SECTION FIFTEEN. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter on the Leased premises at reasonable times, with twenty-four (24) hour prior notification to Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the Leased premises. Lessee agrees to permit County to do so. County may, for such time as is reasonably necessary to make such alterations, additions, or repairs erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent of the Leased premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the Leased premises, or loss of occupation thereof, provided that Lessor shall use reasonable efforts not to interfere with Lessee's business operations.

SECTION SIXTEEN. IMPROVEMENTS AND ALTERATIONS.

No structural improvements of or to facilities, including structural additions or alterations shall be erected or constructed upon the Leased premises by Lessee without the written consent of County. The County, however, has already approved the installation of Lessee's office trailer and trailer dock on the Leased premises as well as all improvements shown on Exhibit "B" attached hereto. Lessee will be required to obtain building permits, and comply with all applicable building codes and requirements in installing, constructing, and using the office trailer and trailer dock on the Leased premises.

SECTION SEVENTEEN. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the Leased premises during the term hereunder. Lessee shall forward to County the proposed design for said signs prior to placing said signs on the Leased premises. Lessee shall not place the proposed signs on the Leased premises until County has given its consent to the proposed signs. County shall not unreasonably withhold said consent. Lessee shall remove signs at the termination or expiration of this Lease. All signs shall comply with the County's sign ordinance, to the extent it is applicable.

SECTION EIGHTEEN. WASTE.

Lessee shall give prompt notice to County of any damages to the Leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the Leased premises.

SECTION NINETEEN. FIRE INSURANCE.

For the term of this Lease, Lessee will maintain fire and extended coverage insurance through its existing blanket insurance policy on its office trailer and trailer dock. The County's Risk Manager shall verify the existence of such insurance coverage.

SECTION TWENTY. INSURANCE.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

SECTION TWENTY-ONE. HOLD HARMLESS.

Lessee will defend, indemnify, and hold the County free and harmless from any and all costs, judgment, liability, damage, or expense, including costs of suit and attorney's fees, arising out of or from any claimed injury or damage to person or property

sustained in, on, or about the Leased premises, and arising out of Lessee's operation of the Leased premises, or as a result of Lessee's acts or omissions or those of Lessee's agents, officers, or employees, in carrying out any operation upon the Leased premises or the airport property. Lessee specifically waives any and all claims against the County for damages or compensation claimed or sustained by reason of any defect, deficiency, or impairment of any water system, electrical supply system, or electrical apparatus or wiring services on Leased premises.

SECTION TWENTY-TWO. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all the requirements of all County ordinances, State and Federal laws, rules, and regulations now in force, or which may hereafter be in force pertaining to the use of the Leased premises, and shall faithfully observe and obey all County ordinances, State and Federal laws, rules, and regulations now in force, or which hereafter may be in force. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty fines or assessments and any costs the County incurs in defending or adjudicating such violations.

SECTION TWENTY-THREE. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code Section 107.6, Lessee is advised, recognizes and understands that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee shall pay when due, all taxes and assessments of whatever character that may be levied or charged upon its leasehold estate and/or possessory interest in the Leased premises and Lessee's operations thereon. Lessee shall also pay all license or permit fees necessary, or which may be required by law for the conduct of its operations.

SECTION TWENTY-FOUR. GRANT AGREEMENT ASSURANCES.

The following assurances required by the Federal Government as a condition of the Grant Agreement for the Eastern Sierra Regional Airport are hereby incorporated into, and made a condition of, this Lease:

a. The Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. The Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;

(3) That the Lessee, licensee, permittee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

c. That in the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

d. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or services, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

e. Non-compliance with provisions of paragraph "d." above shall constitute a material breach thereof, and in the event of such non-compliance, the County shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce the provisions.

f. Lessee agrees that it shall insert the above five provisions (paragraphs "a.", "b.", "c.", "d", and "e.") in any lease, agreement, contract, etc., by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

g. Lessee assures that it has undertaken an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

h. County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without Lessee's interference or hindrance.

i. County reserves the right to maintain and keep in repair all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this
regard.

j. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States, relative to the development, operation, or maintenance of the airport.

k. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein Leased. This public right of flight shall include the right to cause in said airspace any landing at, taking off from, or operation on the Eastern Sierra Regional Airport.

l. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased premises.

m. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object, or permit the growth of any tree on the land leased hereunder, above the height set forth in Part 77 of Federal Aviation Regulations. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of Lessee.

n. Lessee, by accepting this Lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Eastern Sierra Regional Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of Lessee.

o. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

SECTION TWENTY-FIVE. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time by the mutual written consent of Lessee and County.

SECTION TWENTY-SIX. SUBORDINATION.

Lessee agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon Leased premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. Lessee agrees to execute and deliver, upon demand of County, any and all instruments desired by County subordinating in the manner requested by County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, Lessee's right to quiet possession of the Leased premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-SEVEN. MECHANICS LIEN.

Lessee agrees to keep the Leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the Leased premises at the instance of, or on behalf of Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

SECTION TWENTY-EIGHT. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by any reason of acts of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes without the fault, and beyond the control of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the Lessee from the payment of the quarterly Lease payment or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

SECTION TWENTY-NINE. WAIVER.

It is agreed that any waiver by County of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, conditions, or term; nor shall any failure of the part of the County to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any matter changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than be written agreement, signed by both parties.

SECTION THIRTY. NON-MONETARY DEFAULT.

In the event that County or Lessee shall default in any term or condition of any Lease term or condition (other than a monetary term or condition subject to Lease Section Thirty-Nine) and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default, specifying the default or defaults complained of (or in the case of a default which cannot be cured within such thirty (30) day period, within a reasonable time thereafter, provided cure is commenced within such thirty (30) day period and the cure is diligently and in good faith continued to completion), the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION THIRTY-ONE. INUREMENT.

The terms, covenants, and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns.

SECTION THIRTY-TWO. COSTS AND FEES.

In the event suit should be brought by any party to this Lease as against the other party hereto, by reason of the breach of any covenant or obligation on the part of the other party, or arising out of this Lease, then and in such event, the party in whose favor judgment shall be rendered shall be entitled to have and recover of and from the other, such reasonable attorney fees as may be fixed by the court wherein such judgment shall be rendered; such attorney fees to be part of and to be included in the final judgment that shall be entered.

SECTION THIRTY-THREE. SEVERABILITY.

The invalidity of any provision of the Lease as is determined by a court of competent jurisdiction shall in no way affect the validity of any other provision thereof.

SECTION THIRTY-FOUR. PARTIAL INVALIDITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-FIVE. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in each, every, and all of the covenants and conditions herein.

SECTION THIRTY-SIX. ENTIRE AGREEMENT.

This Lease contains the entire agreement between the parties hereto and no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by both parties hereto.

SECTION THIRTY – SEVEN. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: [List exhibits such as Exhibit A, B, etc., or indicate "N/A" if inapplicable to Lease]

_____

_____.

SECTION THIRTY-EIGHT. CONSTRUCTION OF AGREEMENT.

Both County and Lessee have had the opportunity and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contain therein, shall not be construed against either the County or Lessee as the drafters of this document.

SECTION THIRTY-NINE. ADMINISTRATION.

This Lease agreement shall be administered on behalf of the County by the Deputy Director of the Department of Public Works, and on behalf of the Lessee by James M. Maxwell.

SECTION FORTY. NOTICE.

Any notice or notices provided by this Lease or required by law to be given or served upon County or Lessee may be given or served by depositing the same in the United States Mail, postage prepaid, or by overnight courier, addressed as follows:

Lessee:
Fed Ex Ground Package System, Inc.
1000 FedEx Drive
Moon Township, PA 15108
Attention: Real Estate Department

Also copy to:
Supervisor, General Accounting [at the same address]

Lessor:
County of Inyo
Department of Public Works
P.O. Drawer Q,
Independence, California 93526;

or to such other address as County or Lessee may subsequently specify in writing, or notices may be personally served upon Lessee or the Director, County of Inyo, Department of Public Works.

SECTION FORTY-ONE. MONETARY DEFAULTS.

If default shall be made by Lessee in the payments of the rent or other monetary obligation herein set forth, and such default shall continue for three (3) days after notice thereof in writing to the Lessee, then and in any such event, County may forthwith at its option terminate this lease, and take possession of the Leased premises or any part thereof, with or without process of law, using such force as may be necessary in so doing, and again to recover the possession of the Leased premises.

SECTION FORTY-TWO. HOLDING OVER.

Any holding over after the expiration of said term, with the consent of the County, shall be construed to be a tenancy from month to month, and shall be on the terms and conditions herein specified, so far as applicable. Said tenancy may be terminated only upon giving thirty (30) days' written notice by either Lessee or County.

SECTION FORTY-THREE. USE OF PREMISES.

The Leased premises are leased to be used by Lessee as an office, trailer dock and parking area for its small package delivery business. Lessee agrees to restrict its use to such purposes, and not to use or permit the use of the Leased premises for any other purpose without first obtaining the written consent the County.

SECTION FORTY-FOUR. AIRPORT REGULATIONS.

Lessee in the use of the Leased premises agrees to comply with, obey, and abide by the ordinances and any other airport-related rules or regulations of the County of Inyo, and the laws of the State of California and of the United States of America.

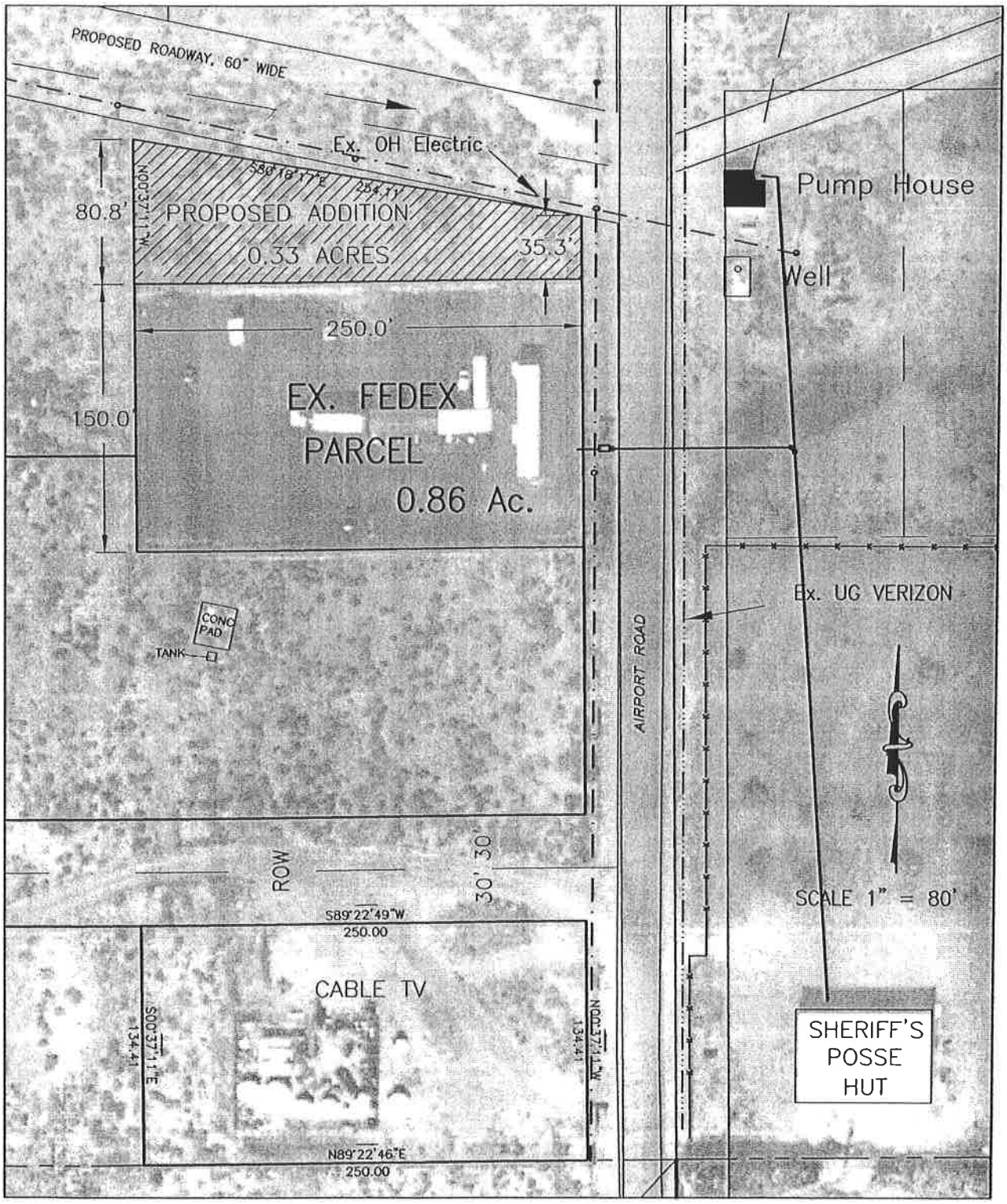
SECTION FORTY-FIVE. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use occupy, and enjoy the leased premises and each part thereof during the term of this lease and any extension thereof without hindrance or interruption by County.

SECTION FORTY-SIX. TERMINATION OF HOLDOVER STATUS.

The previous lease dated as of December 1, 2006, between FedEx Ground Package System, Inc. and the County of Inyo for the Leased Premises expired on December 31, 2010. Since that time, FedEx has been in holdover status regarding the parcel with the approval of Inyo County and on the same terms and conditions as the original lease. Execution of this lease will terminate that holdover status and this lease is the sole document governing FedEx's rights and obligations regarding the parcel.

EXHIBIT A



NOTES:

Roadway locations are approximate.

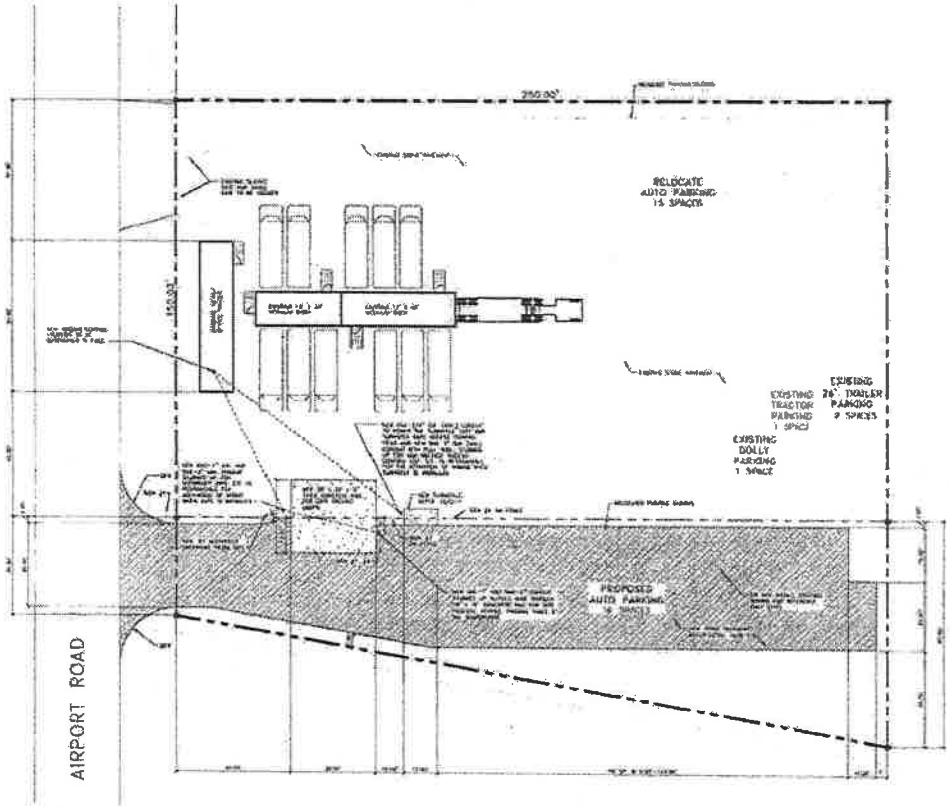
Proposed lease area is 52,012.5 Sq-Ft, 1.19 Acres

Building to lot line set back 5' minimum.

PROPOSED FEDEX GROUND LEASE ADDITION AT EASTERN SIERRA REGIONAL AIRPORT		Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201
Drawn By: P. Hancock	Date: FEBRUARY 2011	Drawing Name: fedex_lease.dwg

Current Projects\Bishop AP Site Plan\fedex_lease.dwg

EXHIBIT B



SITE PLAN

SECURITY DASHBOARD

SITE SIGN SCHEDULE

LEGEND

NEW CONCRETE PAVEMENT

NEW ASPHALT PAVEMENT

NEW SITE FENCE

EXISTING FENCE

NEW PRIVACY FENCE

FENCE TO BE REMOVED

GENERAL NOTES

1. VERIFY DISTANCE ALLOWED FOR LOCAL SETBACKS, STORM WATER MANAGEMENT REQUIREMENTS AND TOPOGRAPHICAL ADJUSTMENTS.
2. VERIFY ACCESSIBLE PARKING SPACES AS REQUIRED BY ORDINANCE.
3. ALL TOPOGRAPHIC AND BUILDING CORNER ELEVATIONS SHOWN ON THESE DRAWINGS ARE "GENERIC" AND ARE PROVIDED ONLY TO INDICATE SURFACE RELATIONSHIPS REQUIRED. ACTUAL ELEVATIONS WILL BE DETERMINED BY THE CONDITIONS IN THE FIELD.

SATELLITE EXPANSION REQUIREMENTS TABULATION

NOT-FOR-CONSTRUCTION

FedEx Ground

BISHOP

CY10 SECURITY UPGRADES

SITE PLAN

CA

FILE COPY

C-1

932-Y-002

Protective Insurance Company

1099 North Meridian Street
Indianapolis, Indiana 46204
(317) 636-9800 Ext. 5089

Date issued:09/27/2011
SEQ# 00006408
00032426-001

CERTIFICATE OF INSURANCE

This certificate issued to:

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS
P.O. DRAWER Q
INDEPENDENCE, CA 93526

Certifies placement of insurance coverage for the account of

FedEx Ground Package System, Inc.
1000 FedEx Drive
Moon Township, PA 15108

With the following insurers, individually and not jointly, providing insurance as listed:

Protective Insurance Company Policies: X 001788 X 001852

For the following coverages:

Automobile/General Liability including Personal Injury and Property Damage

For Limits of $5,000,000 CSL any one occurrence/$5,000,000 Annual Aggregate on GL and EL

Effective: October 01 , 2010

Expiration: October 01 , 2012

COUNTY OF INYO is included as an additional insured with regards to the insurance coverage shown above according to the terms of their contract with FedEx Ground Package System, Inc.

In the event of policy cancellation or material change, every reasonable effort will be made to advise the certificate holder named hereon, at the address indicated, of such cancellation or material change within 10 (Ten) days thereof.

Signed at Indianapolis, Indiana this **27th** day of **September , 2011**

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER COVERAGE AFFORDED BY THE POLICY LISTED HEREIN.

BY: Mark Bonini

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
17

FROM: Road Department

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: **Road Closure on Round Valley Road between the intersection with Pine Creek Road to ½ mile south of the intersection, May 22, 2014 from 8:00 AM to 10:00 AM.**

DEPARTMENTAL RECOMMENDATIONS:
Approve the closure of a portion of Round Valley Road during the morning May 22, 2014 for the purpose of the Round Valley School 6th Annual Jog-A-Thon.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The applicant, Round Valley School has submitted a Special Event Permit Application, and is requesting permission to close a portion of the road for the Round Valley School 6th Annual Jog-A-Thon. They are requesting the portion of Round Valley Road from the intersection of Pine Creek Road to ½ mile south of the intersection. Notice and accommodation for residents affected will be required as well as appropriate traffic control and signage.

ALTERNATIVES:
The Board could choose not to approve the road closure and Round Valley School would have to either not have the event or have the event while allowing traffic if the Road Department permitted.

OTHER AGENCY INVOLVEMENT:
(1) County Counsel-Review the ARF

FINANCING:

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Margaret Kemp-Williams Approved: ✓ Date 05/09/14	
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ N/A _____ Date _____	
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ N/A _____ Date _____	

DEPARTMENT HEAD SIGNATURE: [signature] Date: 5/12/14
(Not to be signed until all approvals are received)

ROAD DEPARTMENT
P.O. DRAWER Q – 168 N. EDWARDS STREET
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

Clint Quilter, Public Works Director
Robert Brown, Road Superintendent

COUNTY OF **INYO**

(For County Use Only)
Permit #: SE14-11
Fee: N/A
Receipt: N/A
Issue Date: 05.08.14
Expires: contingent on Board approved road closure May 20, 2014
By: CBB

APPLICATION FOR A SPECIAL EVENT PERMIT

Round Valley School
Applicant/Permittee

May 8, 2014
Date

300 N. Round Valley Rd
Address

Amanda Marsh
Contact Person

Bishop, CA 93514

(760) 387-2525
Phone

(760) 387-2330
Fax

PARADE ( ) DANCE ( ) RACE (X) OTHER ( )

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.

Round Valley School is holding their 10th annual jog-a-thon along Round Valley Rd. The students will run 1/2 mile down and a 1/2 mile back, for a 1 mile round trip. We will run from 8:00a to 10:00a.

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: N. Round Valley Rd. to Venadium from Pine Creek Rd.

REQUESTED DATE (S) OF PERMIT: May 22, 2014

ROAD CLOSURE: YES (X) NO ( ) HOURS: 8 am/pm to 10 am/pm on 5/22/2014

TRAFFIC CONTROL NEEDED: YES (X) NO ( ) Appropriate traffic Control and signage required

(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)

SPECIAL CONDITIONS:

We will need ~~some~~ signs for road closures along Round Valley Rd. at the intersection with Pine Creek Rd. and at Vanadium Ranch Rd.

LIMITATION OF INYO COUNTY'S LIABILITY

The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

PERMITTEE SIGNATURE: [signature] DATE: May 8, 2014

County use only below this line

INSURANCE APPROVED: YES (X) NO ( )

ATTACHMENTS: LOCATION MAP - INSURANCE

COPIES TO: ICSO - ROAD DEPT DIST 1 - ROAD SUPER

THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

Approval contingent on Board approval for Road Closure May, 20, 2014

APPROVED BY: Charles Brown DATE: 05.08.2014

PERMIT NUMBER SE14-11

PROCEDURE FOR OBTAINING A PERMIT TO HOLD PUBLIC EVENT ON COUNTY ROADS OR PROPERTIES UNDER COUNTY JURISDICTION

Obtain an "**Application for Special Event Permit**" form from the Inyo County Department of Public Works.

Return the permit application, properly filled out, with event location and limits clearly defined. A sketch map, of a quality that is reproducible and showing all of the facilities, roads and/or properties to be involved in the event is required, if applicable. Event duration and time of start and finish must be stated, as well as, date of event.

A parade permit shall be obtained from the State (Caltrans) permit engineer if applicable.

The permit application should be returned to the County Department of Public Works, Independence at least thirty (30) days prior to the event date. The Department of Public Works must have time to prepare the permit and get it into the hands of the Permittee, the Highway Patrol, Inyo County Sheriff's Office, the Fire Department and all other agencies concerned.

Your permit when received has instructions that must be followed. The County is in no way obligated to take part in the preparations or clean-up of the event. An assist may be procured from the County or State for providing signs and barricades.

Notification of request for County signs, barricades, and/or cones for special event must be 10 days in advance. If County equipment is requested there must be an event responsible party that can sign a COUNTY LOAN AGREEMENT. Please contact Chris Cash at 760.878.0451 or760.937.5135 to make arrangements to pick up/deliver equipment and sign the loan agreement. If you cannot reach Chris Cash please contact the Road Superintendent Bob Brown at 760.878.0203 or 760.937.3027.

Your local California Highway Patrol, Sheriff's Department, County and State road maintenance foremen and Fire Department must all be notified of your permit and the event program. Their cooperation in advising you of all requirements and assists can be expected and should be asked.

The County provides copies of the permit to the departments concerned as a courtesy. This does not relieve the Permittee of notifying the agencies listed.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Form CG 00 01, covering **Commercial General Liability** (CGL) on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **$1,000,000** per occurrence.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of liability arising out of the use of the facility, including work or operations performed by or on behalf of the Permittee and materials, parts, or equipment furnished in connection with such work or operations.
2. For any claims related to this project, the **Permittee's insurance coverage shall be primary** insurance as respects the ENTITY and any insurance or self-insurance maintained by the ENTITY shall be excess of the Permittee's insurance and shall not contribute with it.
3. The Insurance Company agrees to **waive all rights of subrogation** against the ENTITY for losses paid under the terms of any policy covering the facility use or any activities of the Permittee, his guests, agents, representatives, employees or subcontractors.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

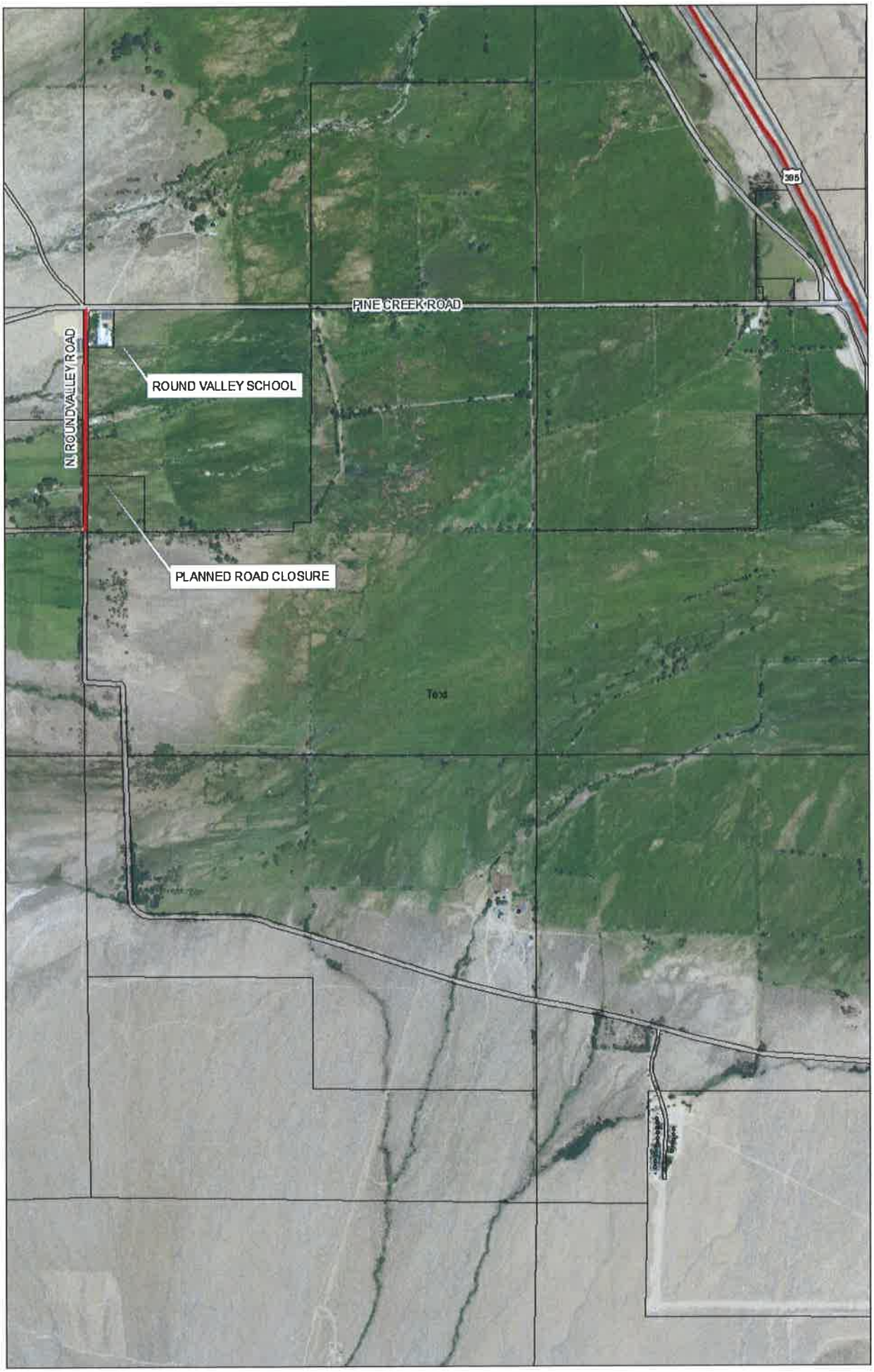
Verification of Coverage
Permittee shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Permittee commences activities.

Liquor Liability
If Permittee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Permittee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Permittee intends to sell alcohol either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance
In some cases the Permittee's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Permittee should provide these requirements to his or her agent to confirm and provide verification to the Entity.

Special Events Coverage
Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Permittee can obtain additional information and cost from Entity.

Special Risks or Circumstances
Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.


395
PINE CREEK ROAD
N. ROUNDVALLEY ROAD
ROUND VALLEY SCHOOL
PLANNED ROAD CLOSURE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Self Insured Schools of CA
2000 K Street
Bakersfield, CA 93301

CONTACT NAME: Lilia Morentin
PHONE (A/C, No, Ext): 661.636.4495 FAX (A/C, No): 661.636.4418
E-MAIL ADDRESS: limorentin@kern.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Self Insured Schools of CA	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Self Insured Schools of CA (SISC II)
2000 K STREET
BAKERSFIELD, CA 93301
SISC II Member Districts (See attached)

COVERAGES CERTIFICATE NUMBER: 13-14 Web Doc I REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Memo. of Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			SLP 7113 14	07/01/2013	07/01/2014	EACH OCCURRENCE	$ 1,750,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			SAP 7113 14 $1,000 DEDUCTIBLE ACV COMP/COLL	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,750,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS / OTHER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	BLANKET BUILDINGS & PERSONAL PROPERTY			SPP 7113 14	07/01/2013	07/01/2014	BLANKET LIMIT $250,000 $2,500 DEDUCTIBLE* *As applicable	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

SISC II MEMBER DISTRICTS
(See Attached List)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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For Clerk's Use Only:
AGENDA NUMBER

18

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: FY 2013-14 Social Services Budget Amendment and approval to purchase two IP Video Surveillance Systems

DEPARTMENTAL RECOMMENDATION:

Request Board:

1. Declare American Security Group as a sole service provider; and
2. Amend the FY 2013-14 Social Services Budget Unit 055800 as follows: increase estimated revenue in Realignment 2011 (4460) by $13,850 and increase appropriation in Equipment (5650) by $13,850. (4/5's vote required); and
3. Approve the purchase of two IP Video Surveillance System (and all required parts and labor). One system will be located in the Bishop Employment and Eligibility Office located at 920 N. Main Street; and the other system will be located in the Lone Pine Social Services Building located at 380 N. Mt. Whitney; in an amount not to exceed $13,850; and
4. Authorize the Health and Human Services Director to sign the Proposals and Certificate of Acceptance upon approval of the purchase.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County Health and Human Services managers have spent approximately sixteen months reviewing security measures both internal and external to HHS. Many already-existing measures have been tightened, adding additional layers of checks and balances. One new security measure involves the installation of video surveillance equipment to record the actions of those employees who are authorized to issue Electronic Benefit Transaction (EBT) cards to eligible clients. This measure was the sole suggestion of the Inyo County Grand Jury – during their review of the 2013-discovered alleged embezzlement by a former employee -- and is supported by the Department.

Sole Source Justification: In early 2010, the Inyo County Sheriff's Department invited three (3) vendors to do a walk through and bid on upgrading the Independence jail/administration building security camera system. Of these three vendors, American Security Group (American Security) was the only company that submitted a formal bid. After a thorough review the County contracted with American Security to update and install a modern security system. In January, 2013, the Probation Department also obtained permission from the Board to contract with American Security to install/update/expand their camera/security system. Both the Jail and the Juvenile Center have current maintenance contracts with American Security and have a strong, established working relationship with American Security. The installation of a new, comprehensive security system in the Inyo County Jail/Administration building and the Juvenile Hall; the return on investment of installing an updated security system at the Jail and Juvenile Hall; and the responsiveness of American Security to fulfill the needs of HHS prompted the request to your Board to sole source this project to American Security Group.

It is anticipated that future service and support maintenance will cost approximately $1,535 annually, which will be budgeted in future budgets, contingent upon the adoption of future budgets.

ALTERNATIVES:

If this request is not approved, the existing checks and balances within HHS and outside of HHS will continue.

OTHER AGENCY INVOLVEMENT:

Inyo County Grand Jury

FINANCING:

100% Social Services Realignment 2011 funds. This expense will be paid out of the Social Services Budget (055800) in the Equipment Object Code (5650) upon Board approval of the requested Budget Amendment.

APPROVALS	
COUNTY COUNSEL: N/A	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 5/5/2014
PERSONNEL DIRECTOR: N/A	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date:
INFO SERVICES DIRECTOR:	**I.S. AND RELATED ITEMS** *(Must be reviewed and approved by the I.S. Director prior to submission to the Board Clerk.)* Approved: _____ Date: 5/7/2014
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: 05-13-2014

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 5-13-14

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- ☒ There is only one known source because:
- ☐ This is a sole provider of a licensed, copyrighted, or patented good or service.
- ☒ This is a sole provider of items compatible with existing equipment or systems.
- ☐ This is a sole provider of factory-authorized warranty service.
- ☐ This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- ☐ The requested product is used or demonstration equipment available at a lower – than-new-cost.
- ☐ One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service. American Security Group currently provides service and installed all of the video equipment at both the Juvenile Center and the Jail. They have a proven track record of being responsive to the needs of those departments and going with the same contractor will allow all departments to coordinate services and decrease costs.	
DEPARTMENT CONTACT PERSON & TITLE Jean Turner, Director of Health & Human Services	
DEPARTMENT NAME Health & Human Services – Eligibility Division	PHONE 760-873-3305
REQUESTED SUPPLIER/CONSULTANT NAME American Security Group	SUPPLIER CONTACT PERSON Preston Gregory, Business Development Manager
SUPPLIER ADDRESS 980 Park Center Drive, Suite J Vista, CA 92081	SUPPLIER CONTACT'S PHONE NUMBER (760)727-4020 Office / (760)525-4899 Mobile

Proposal

Date	Proposal #
4/1/2014	1008291

Customer

Inyo County Health and Humans Services
163 May Street
Bishop, CA 93514

Ship To

Inyo County Health and Humans Services
163 May Street
Bishop, CA 93514

Qty	Description	Rate	Total
	IP Video Surveillance System Bishop Site		
	Network Video Recorder (NVR)		
1.00	Dell Precision Small Form Factor VMS Server	1,560.00	1,560.00T
	Video Monitoring Software (VMS) w/1 Year SUP		
1.00	OnSSI Ocularis PS Video Management Base System	199.00	199.00T
1.00	One (1) Camera/Channel License for Ocularis PS	99.00	99.00T
1.00	1 Year Software Upgrade Plan (SUP) for Ocularis PS	39.33	39.33
1.00	1 Year Software Upgrade Plan (SUP) for Ocularis PS-1C	19.00	19.00
	High Definition IP Camera		
1.00	Sony Vandal-resistant Mini Dome 1080p/30fps Camera Powered by IPELA ENGINE EX™ Technology	891.58	891.58T
	PoE Switch		
1.00	Cisco Switch - managed - 8 x 10/100/1000 - rack-mountable - 62W PoE	505.85	505.85T
	Network Appliances		
1.00	Minuteman 1000VA Rack/Tower or Optional Wallmount UPS	299.00	299.00T
1.00	Patch panel, blank, 16-port, 1 RMS	28.68	28.68T
1.00	Single port surface mount box	2.40	2.40T
2.00	ICC CAT 6, EZ Modular Connector, White	6.68	13.36T
2.00	Patch cord, CAT6, molded boot, 3' Blue	1.94	3.88T
1.00	ICC Open Carriage Wall Mount Rack, 5u	61.63	61.63T
1.00	15" Single Sided Vented Rack Shelf	57.99	57.99T
	Wire and Labor		
0.25	Superior Essex series 77 CAT6 23/4 250 MHz Plenum, Blue	465.00	116.25T
1.00	Wire Management for Cabling Runs	25.00	25.00T
4.00	Lodging and Expenses	195.00	780.00T
12.00	Video System Lead Technician	85.00	1,020.00
12.00	Installation Technician	57.50	690.00
	WARRANTY: American Security Group will warranty its installation to be free of defects in material and workmanship for a period of one year. All equipment carries its full manufacturer's warranty.	0.00	0.00

I hereby authorize performance of this proposal and agree to the following payment terms: **Net 30**

ACCEPTED BY: _____ DATE: _____

Subtotal	
Tax (7.5%)	
Total	

PO Box 48 Vista CA, 92085 www.amsecgroup.com
Voice 760-727-4020 Fax 760-727-4027
CA LIC 665638 ACO LIC 4234

Proposal

Date	Proposal #
4/1/2014	1008291

Customer

Inyo County Health and Humans Services
163 May Street
Bishop, CA 93514

Ship To

Inyo County Health and Humans Services
163 May Street
Bishop, CA 93514

Qty	Description	Rate	Total
	This quote includes complete installation, set up, optimization and instruction on operation of system.	0.00	0.00
	Information obtained from the buyer or his agent was used to formulate this proposal. American Security Group reserves the right to submit a change order if items are discovered during the implementation of this proposal that will require additional equipment, special insurance requirements and/or labor.	0.00	0.00

I hereby authorize performance of this proposal and agree to the following payment terms: **Net 30**

ACCEPTED BY: _____ DATE: _____

8%

Subtotal	$6,411.95
Tax ~~(7.50%)~~	~~$340.27~~ 512.95
Total	~~$6,760.22~~ $6,924.90

PO Box 48 Vista CA, 92085 www.amsecgroup.com
Voice 760-727-4020 Fax 760-727-4027
CA LIC 665638 ACO LIC 4234

Proposal

Date	Proposal #
4/1/2014	1008292

Customer

Inyo County Health and Humans Services
163 May Street
Bishop, CA 93514

Ship To

Inyo County Health and Humans Services
163 May Street
Bishop, CA 93514

Qty	Description	Rate	Total
	IP Video Surveillance System Lone Pine Site		
	Network Video Recorder (NVR)		
1.00	Dell Precision Small Form Factor VMS Server	1,560.00	1,560.00T
	Video Monitoring Software (VMS) w/1 Year SUP		
1.00	OnSSI Ocularis PS Video Management Base System	199.00	199.00T
1.00	One (1) Camera/Channel License for Ocularis PS	99.00	99.00T
1.00	1 Year Software Upgrade Plan (SUP) for Ocularis PS	39.33	39.33
1.00	1 Year Software Upgrade Plan (SUP) for Ocularis PS-1C	19.00	19.00
	High Definition IP Camera		
1.00	Sony Vandal-resistant Mini Dome 1080p/30fps Camera Powered by IPELA ENGINE EX™ Technology	891.58	891.58T
	PoE Switch		
1.00	Cisco Switch - managed - 8 x 10/100/1000 - rack-mountable - 62W PoE	505.85	505.85T
	Network Appliances		
1.00	Minuteman 1000VA Rack/Tower or Optional Wallmount UPS	299.00	299.00T
1.00	Patch panel, blank, 16-port, 1 RMS	28.68	28.68T
1.00	Single port surface mount box	2.40	2.40T
2.00	ICC CAT 6, EZ Modular Connector, White	6.68	13.36T
2.00	Patch cord, CAT6, molded boot, 3' Blue	1.94	3.88T
1.00	ICC Open Carriage Wall Mount Rack, 5u	61.63	61.63T
1.00	15" Single Sided Vented Rack Shelf	57.99	57.99T
	Wire and Labor		
0.25	Superior Essex series 77 CAT6 23/4 250 MHz Plenum, Blue	465.00	116.25T
1.00	Wire Management for Cabling Runs	25.00	25.00T
4.00	Lodging and Expenses	195.00	780.00T
12.00	Video System Lead Technician	85.00	1,020.00
12.00	Installation Technician	57.50	690.00
	WARRANTY: American Security Group will warranty its installation to be free of defects in material and workmanship for a period of one year. All equipment carries its full manufacturer's warranty.	0.00	0.00

I hereby authorize performance of this proposal and agree to the following payment terms: **Net 30**

ACCEPTED BY: _____ DATE: _____

Subtotal	
Tax (7.5%)	
Total	

PO Box 48 Vista CA, 92085 www.amsecgroup.com
Voice 760-727-4020 Fax 760-727-4027
CA LIC 665638 ACO LIC 4234

Proposal

Date	Proposal #
4/1/2014	1008292

Customer	Ship To
Inyo County Health and Humans Services 163 May Street Bishop, CA 93514	Inyo County Health and Humans Services 163 May Street Bishop, CA 93514

Qty	Description	Rate	Total
	This quote includes complete installation, set up, optimization and instruction on operation of system.	0.00	0.00
	Information obtained from the buyer or his agent was used to formulate this proposal. American Security Group reserves the right to submit a change order if items are discovered during the implementation of this proposal that will require additional equipment, special insurance requirements and/or labor.	0.00	0.00

I hereby authorize performance of this proposal and agree to the following payment terms: **Net 30**

ACCEPTED BY: _____ DATE: _____

Subtotal	$6,411.95
Tax ~~(7.5%)~~	~~$348.27~~ 512.9
Total	~~$6,760.22~~ $ 6924.90

8%

PO Box 48 Vista CA, 92085 www.amsecgroup.com
Voice 760-727-4020 Fax 760-727-4027
CA LIC 665638 ACO LIC 4234

Proposal

Date	Proposal #
4/7/2014	1008297

Customer	Ship To
Inyo County Health and Humans Services 163 May Street Bishop, CA 93514	Inyo County Health and Humans Services 163 May Street Bishop, CA 93514

Qty	Description
	Service and Support Agreement
	IP Video System
	Service and Support
1	IP Video System Service Plan (Base)
2	IP Video Server Maintenance & Support
2	IP Video Storage Device Maintenance & Support
2	IP Video Network Equipment Maintenance & Support
2	IP Video Camera Maintenance & Support
2	System Battery Testing, Service & Replacement
	Software Maintenance and Upgrade Plan
1	1 Year Software Upgrade Plan (SUP) for Ocularis PS
2	1 Year Software Upgrade Plan (SUP) for Ocularis PS-1C
	For Detailed description of services provided please see attached support agreement.

I hereby authorize performance of this proposal and agree to the following payment terms: **Net 30**

ACCEPTED BY: _____ DATE: _____

Subtotal	$1,535.00
Tax (7.5%)	$0.00
Total	$1,535.00

PO Box 48 Vista CA, 92085 www.amsecgroup.com
Voice 760-727-4020 Fax 760-727-4027
CA LIC 665638 ACO LIC 4234

980 Park Center Drive Suite J | Vista | CA | 92081 | 760.727.4020

April 7th, 2014

Inyo County Health and Human Services
163 May Street
Bishop, CA 93514

Attention: Jean Turner

Subject: IP Video System Support Agreement

American Security Group ("ASG") proposes to provide enhanced support services for the OnSSI video security systems at Inyo County Health and Human Services Dept.

SERVICES PROVIDED

VIDEO SECURITY SYSTEM

Cameras – Semiannual on-site system inspections to perform the following services:

- Adjust all camera functions to optimize video.
- Ensure current firmware.
- Clean camera body and apply weather treatment (if applicable).
- Check and repair connectors / wire management.
- Adjust, focus, and clean camera lenses.
- Ensure that all mounting equipment is in good condition and adjust, as required.
- Inspect device and Pan/Tilt/Zoom drives.
  Please note: In order to prevent excessive wear to factory seals, outdoor minidome cameras will be opened for visual inspection only when absolutely necessary.

Video Management System

- Provide general upkeep and maintenance of the Ocularis application server, including all OnSSI services and applications, as needed.
- Quarterly on-site PM inspections with checklist reports provided after each inspection.
- Verify and optimize server performance: check video archive length, event recording, custom features (if applicable), and ensure recording schedules meet Inyo County Health and Human Services Dept. security requirements.
- Verify network connections and thresholds.
- Provide 24 hour tech support for Ocularis operators.
- <u>One-year OnSSI software support license included</u> (for current cameras; future camera additions charged separately).
- Verify and optimize workstations and displays (ASG furnished equipment only).
- Manage Ocularis operators and permissions in accordance with Inyo County Health and Human Services Dept. security policy.
- Check and repair connectors / wire management.
- Check UPS loads.

This proposal includes confidential and proprietary data that shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal.

- Provide loaner equipment, whenever possible, to minimize system downtime in the event of equipment failure.

SPECIAL CONDITIONS / EXCLUSIONS

- Agreement includes technical support services for current Ocularis systems only. If technical support services for additional or expanded Ocularis systems are required after the execution of this agreement, ASG reserves the right to submit a revised cost basis for said agreement.
- Agreement does not include maintenance and support on operating systems, database engines, and virtual machines that are provided and/or maintained by Inyo County Health and Human Services Dept.
- ASG Citrix Service and Remote Desktop access required for technical support services.
- ASG will provide onsite training services, up to two (2) hours twice annually.
- ASG will provide an onsite service technician for up to four (4) hours twice annually to conduct the services detailed above. Unscheduled/emergency service visits and/or T&M service requests will be provided as per the following guidelines:
  - Normal business hours (Monday – Friday, 08:00 am – 5:00 pm): $85.00 per hour
  - Extended hours (emergencies, evenings, weekends and holidays): $ 170.00 per hour
    Please note: billing for extended hours service dispatch includes travel time.
- All service requests will be responded to via telephone or email within four (4) hours. If necessary, a service technician will be dispatched the next business day or immediately, upon request (see Normal/Extended hours clause above).
- Actions performed or required by third party vendors to hardware or software not included.
- Agreement does not include the repair or replacement of any non-warranty equipment that is discovered to be defective in any manner during the inspection. ASG will provide Inyo County Health and Human Services Dept. with an estimate to repair or replace said equipment upon completion of the inspection.
- This agreement does not cover rental costs for high reach equipment that may be required for service and inspection of the security system equipment. If high reach equipment is necessary, Inyo County Health and Human Services Dept. agrees to either furnish it at the time of service or be billed for equipment services provided by ASG.
- ASG makes no claim that neither security equipment nor this service plan will prevent or stop criminal activity.
- Pricing good until June 1st, 2014.

ADDITIONAL TERMS

- The term of the support agreement will be for a period of one (1) year beginning on a date to be selected by Inyo County Health and Human Services Dept. by written notice to ASG.
- ASG will provide Inyo County Health and Human Services Dept. annual as-built plans/diagrams complete with inventory lists of the access control and video security systems supported through this agreement.

This proposal includes confidential and proprietary data that shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal.

COSTS

VIDEO SECURITY SYSTEM:	**$ 1,458.00**
SOFTWARE SUPPORT / MAINTENANCE:	**$ 77.00**
Subtotal:	**$ 1,535.00**
Sales Tax:	**$ 0.00**
TOTAL:	**$ 1,535.00**

Should you have any questions or require additional information, please contact Preston Gregory at (760) 727-4020 or pgregory@amergroup.com. If you accept this proposal under the terms and conditions set forth, please execute the Certificate Acceptance on the following page.

Very respectfully,

Preston Gregory
Business Development Manager
American Security Group

This proposal includes confidential and proprietary data that shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal.

CERTIFICATE OF ACCEPTANCE

Date:

Customer:

Address:

City & State:

Contract Number:

PO Number (if applicable):

Work Title or Description:

Inyo County Health and Human Services Dept. hereby accepts the proposal of American Security Group (ASG) dated April 7th, 2014 to which this Certificate is attached.

Inyo County Health and Human Services Dept.

Date: _____

Date: _____

_____

Signature

_____

Signature

_____

Printed Name

_____

Printed Name

This proposal includes confidential and proprietary data that shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal.

For Clerk's Use Only:
AGENDA NUMBER

19

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action
☐ Public Hearing ☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: Request for authorization to hire a full time Office Clerk I or II in the HHS Social Services Eligibility and Employment division.

DEPARTMENTAL RECOMMENDATION:
Request your Board find that, consistent with the adopted Authorized Position Review Policy:

1) the availability of funding for the requested position exists in the Social Services budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; and
3) approve the hiring of one Office Clerk I at Range 48 ($2,530-$3,067) or Office Clerk II at Range 50 ($2,642-$3,213) dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
We are requesting to fill a full time Office Clerk I or II position in the Employment and Eligibility Division due to the recent resignation of an employee at our Bishop office. This position ensures smooth office operations in an office that regularly has a heavy volume of telephone and in person client contact. This position is the primary, first point of contact for persons seeking assistance in person or by telephone. In addition to handling the telephone and lobby traffic, the Office Clerk manages client schedules and office assignments for the Employment and Eligibility office. The position also provides support to the Integrated Case Workers in all areas of the office as well managing all regular clerical assignments. The Department is respectfully requesting permission to hire an Office Clerk I or II, dependent upon the qualifications, to fill the vacant position.

ALTERNATIVES:
Your Board could deny this request. This would impact our ability to ensure coverage of reception duties in the Bishop office, one of our most busy offices. It would also result in the reception duties being performed by higher-paid professional staff.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
Federal, State and Social Services realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes. No County General Fund.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date: _____
AUDITOR/CONTROLLER: Yes	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 5/5/2014
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ ✓ Date: 5/1/14

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 5-6-14

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
20

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: Convert a Mechanic II position to a Mechanic/Operator II position

DEPARTMENTAL RECOMMENDATIONS:
Request Board A) Resend Board order from May 6, 2014 B) change the authorized strength by deleting one Equipment Operator I position at Range 58 ($3,181-$3,871) or II Range 60 ($3,336-$4,052) and adding one Mechianc/Operator position at Range 58 ($3,181-$3,871 plus 2.5% tool allowance) or II, Range 60 ($3,336-$4,052 plus 2.5% tool allowance) and C) find that consistent with the adopted Authorized Position Review Policy: (a) the availability of fundng for the Mechanic/Operator position exists in the Road budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller; (b) authorize an internal recruitment for the position; and (c) approve the hiring of one full time Mechainc/Operator at Range 58 ($3,181-$3,871 plus 2.5% tool allowance) or II Range 60 ($3,336-$4,052 plus 2.5% tool allowance) depending the qualified applicants.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This item was approved by your Board on May 6, 2014. The Road Department is bringing this item back to clarify that the request is to have this position filled as a Mechanic/Operator II. Since everyone that is qualified to apply for this position is already at a II step, it would simply be a transfer at the same II level.

The Lone Pine Road area encompasses a vast amount of territory and has a significant amount of roads to be maintained. Every time there is a mechanical breakdown of equipment, the Road Department has to send one or more mechanics from the Mazourka Shop in Independence to make repairs. Depending upon the shop's workload and the location of the equipment that needs repair, it may take all day to make even minor repairs. With a mechanic as part of the crew, repairs could be made much more quickly and efficiently. There would be fewer interruptions in the shop when they are involved in shop projects and it would allow equipment operators to be back on the road in a more timely manner.

While working on the Trona Wildrose Road project, we had one mechanic on the project at all times. This turned out to be a very good decision as it drastically improved response time for needed repairs, while greatly reducing "down time". The Road Department currently has a Mechanic/Operator position at the Tecopa/Shoshone Road Yard and this position has worked out extremely well.

The Mechanic/Operator position and the Equipment Operator position are both paid at the same salary range. The Mechanic/Operator would receive a 2 ½ % tool allowance for replacement of personal tools that are lost or damaged in the course of work.

ALTERNATIVES:

1. The Board could choose not to approve the conversion of the vacant Equiment Operator position to a Mechanic/Operator position. This is not recommended as the conversion of this position will improve the efficiency of the Lone Pine Road Crew and that will ultimately result in cost savings for the Road Department.

OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office
Personnel Department
County Counsel's Office

FINANCING:

The requested position is included in the Authorized Strength for the Road Department and has been included in the Salaries and Benefits identified in the Road Budget, Budget Unit 034600.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved:_____ Date_____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Amy Shepherd	Approved: yes Date 5/14/14
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: ✓ Date 5/14/14

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 5/14/14

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action
☐ Public Hearing ☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
21

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: Service Redesign Pilot Project to Adjust Deployment of Office Staff in the Public Works Department.

DEPARTMENTAL RECOMMENDATIONS:

1. Receive report regarding Service Redesign Pilot Project to adjust deployment of Office Staff in the Public Works Department.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In May of this year, one of the Public Works Office Technicians will be retiring. This affords the Public Works Department a great opportunity to assess the operations Public Works Department with regards to the deployment of Office Staff. The Service Redesign Pilot Project described below will save a total of $80,000 annually. Of that, approximately $47,000 is General Fund money.

Currently, office staff consists of a Management Analyst that supervises one Office Technician III and six Office Technician II's. Additionally, there is one Administrative Secretary that reports to the Public Works Director. Currently all office staff, with the exception of one Office Technician II, work in Independence. The other Office Technician works in the Building and Safety Office on South Street in Bishop. The Office Technician position assigned to the Building and Safety Office in Bishop has become vacant.

The proposed new structure would not fill the vacant Office Technician position. Instead two Office Technicians currently assigned to Independence will each work two days per week in Bishop providing four days per week of Office Technician coverage in Bishop. Through another redesign collaboration between Planning and Public Works, a Project Coordinator will be assigned to the Bishop Building and Safety Office one day a week. This will provide Planning an office presence in Bishop one day per week where it does not currently exist at all. It will also provide for five day per week office coverage at the Bishop Building and Safety Office.

Staff believes that this Service Redesign Pilot Project will not diminish the level of service provided to the public, to other County departments, or within the Public Works Department. Currently, each Public Works Department Activity is primarily assigned to one individual or group of individuals with very limited backup available. The proposed arrangement allows for substantially more cross training and working across boundaries. We expect that this added flexibility will improve the effectiveness of our hard working staff members and eliminate a number of structural inefficiencies that exist.

Tables below illustrate the current and proposed distribution of staff members both physically and organizationally.

Agenda Request Form
Meeting of May 6, 2014
Service Redesign Project – Office Staff

The current organizational deployment of Office staff is identified in the table below:

				General Fund			Non General Fund			
Position	No.	Location	Primary Division	Public Works FTE	Bldg. and Safety FTE	Bldg. and Grounds FTE	Road FTE	LTC FTE	Airports FTE	Water Systems FTE
Mgmt. Analyst	1	Indy	Road	0.26			0.54		0.1	0.1
Off. Tech. III	1	Indy	Road	0.04			0.96			
Off. Tech. II	3	Indy	Road	0.12			2.88			
Off. Tech. II	1	Indy	Bishop Airport	0.1					0.9	
Off. Tech. II	1	Indy	Bldg & Safety	0.25	0.35		0.25	0.15		
Off. Tech. II	1	Bishop	Bldg & Grounds		0.35	0.65				
Adm. Sec.	1	Indy	LTC	0.4				0.6		
Total	9			1.17	0.7	0.65	4.63	0.75	1	0.1
			Total General Fund	2.52		Total Road Fund	4.63		Total Other Funds	1.85
COST			***GENERAL FUND***	***$202,000***		***ROAD FUND***	***$361,000***		***OTHER FUNDS***	***$147,000***

The proposed organizational deployment of Office Staff is identified in the table below:

				General Fund			Non General Fund			
Position	No.	Location	Primary Division	Public Works FTE	Bldg. and Safety FTE	Bldg. and Grounds FTE	Road FTE	LTC FTE	Airports FTE	Water Systems FTE
Mgmt. Analyst	1	Indy	Road	0.1		0.16	0.54		0.1	0.1
Off. Tech. III	1	Indy	Road	0.25			0.75			
Off. Tech. II	3	Indy	Road	0.12			2.88			
Off. Tech. II	1	Indy/Bish	Bishop Airport	0.1	0.1	0.1			0.7	
Off. Tech. II	1	Indy/Bish	Bldg & Safety	0.25	0.15	0.2	0.25	0.15		
Off. Tech. II	1	Bishop	Bldg & Grounds							
Adm. Sec.	1	Indy	LTC	0.4				0.6		
Total	9			1.22	0.25	0.46	4.42	0.75	0.8	0.1
			Total General Fund	***1.93***		Total Road Fund	***4.42***		Total Other Funds	***1.65***
COST			***GENERAL FUND***	***$155,000***		***ROAD FUND***	***$345,000***		***OTHER FUNDS***	***$130,000***

The total cost saving for this redesign is approximately $80,000. Of this amount, $47,000 is General Fund Savings; $16,000 is Road Fund Savings; and $17,000 is savings to other funds.

Agenda Request Form
Meeting of April 8, 2014
Service Redesign Project – Office Staff

As noted, staff is presenting this as Pilot Project. Staff proposes to make quarterly reports to the Board on the Pilot Project describing successes or challenges encountered and to make a final report to the Board in May of 2015 for a final determination of the success of the Pilot Project.

ALTERNATIVES:
The could Board direct staff not to proceed with the Pilot Redesign Project or provide staff with direction regarding modifications to the Pilot Redesign Project.

OTHER AGENCY INVOLVEMENT:
Administration
Personnel

FINANCING:
This Service Redesign Pilot Project, if successful, will save the County approximately $80,000 per year. Of this, approximately $47,000 will be General Fund savings

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:_____ Date_____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved:_____ Date_____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: N/A Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 5/14/14

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐ Correspondence Action
☐ Public Hearing ☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
22

FROM: Public Works and Planning Departments

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: Service Redesign Proposal to Combine and Redefine Positions in the Planning and Public Works Departments

DEPARTMENTAL RECOMMENDATIONS: (1) Receive an informational report regarding a Service Redesign proposal to eliminate the Planning Coordinator and an Engineering Technician position in the Planning and Public Works Departments, and create a combined Project Coordinator position, and 2) provide direction to staff to proceed with recommending the associated changes in the departments' authorized strength and hiring approvals.

SUMMARY DISCUSSION:
Recently, both the Planning Coordinator position in the Planning Department and the Engineering Technician position in the Public Works Department became vacant. This afforded the Planning and Public Works Departments an opportunity to assess these positions. The Service Redesign Project described below will save approximately $80,000 of General Fund money annually.

Currently, the Planning Coordinator performs technical planning work and in addition handles a bulk of the administrative work for the department including reception and fiscal duties. The Engineering Technician primarily performed surveying work for the Public Works Department.

Planning and Public Works are proposing to combine these two positions into a single position of Project Coordinator. This new position would report to the Planning Director and would continue to work on technical planning work and have some responsibility for finances and budgeting for the Planning Department. In addition, this position would be responsible for technical but non-engineering projects in the Public Works Department. Examples of this would be the Hazard Mitigation Plan, ADA Compliance Plan, etc. This position would also coordinate development/permitting between Public Works and Planning. These Public Works duties would continue to be the responsibility of the Public Works Department and the Public Works and Planning Departments will have to work closely together to manage the activities of the Project Coordinator.

The new Public Works related duties assigned to this position are designed to reduce the non-engineering burden on the remaining engineering staff and allow them to concentrate on more technical tasks and projects. This would include minor surveying necessary to be done in house. For projects that have outside sources of funding, surveying will be included the engineering/design contracts.

In order to allow the position to focus on technical planning and permit activities as opposed to routine administrative duties, some tasks previously done by the Planning Coordinator will be assigned to administrative staff in Public Works. These will include phone answering four days per week. It is anticipated that Environmental Health will continue to share administrative help with the Planning Department one day per week. As the volume is fairly low, Public Works office staff will also assist with routine billing and bill paying for the Planning Department.

Finally, as a part of the Public Works Office Staff redeployment, the Building and Safety Office in Bishop will have Public Works office staff four days per week. This leaves space one day per week for the Project Coordinator to provide a Planning Department presence in Bishop.

Attached is a draft job description for the Project Coordinator position.

ALTERNATIVES:
The Board could direct staff not to proceed with the Pilot Redesign Project or provide staff with direction regarding modifications to the Pilot Redesign Project.

OTHER AGENCY INVOLVEMENT:
Administration, Personnel

FINANCING:
This Service Redesign will save the County approximately $80,000 per year.

Agenda Request Form
Meeting of May 20 2014
Service Redesign Project – Planning and Public Works

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:_____ Date_____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved:_____ Date_____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:____ N/A ____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 4/24/14

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 5/14/14

INYO COUNTY
PERSONNEL SERVICES
P. O. BOX 249
INDEPENDENCE, CA 93526

(760) 878-0377
FAX (760) 878-0465

AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN **OPEN RECRUITMENT** FOR:

PROJECT COORDINATOR

Application Deadline:

DEPARTMENT: Planning
LOCATION: Countywide
SALARY: Range 66 $3757 $3948 $4151 $4354 $4574

****BENEFITS:** CalPERS Retirement System (2% at 55) – employee contribution of 7% paid by Inyo County (EPMC reported as wages). Medical Plan – Inyo County pays a portion of monthly premium for employee and dependents on PERS Choice plan; 100% of employee and dependent monthly premium paid for dental and vision; $20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: Under general supervision, perform a variety of field and office work; assist with and administer grants and planning projects; assist with, manage and administer public works programs; manage the Planning Department's finances and assist with budgets; compile, interpret and present planning and public works data and issues to the public, County officials, and other agencies; process planning, public works and building applications; conduct surveys and research; conduct enforcement investigations and follow-up; assist with and conduct public meetings and information preparation and distribution; maintain records; prepare reports, graphics, maps and presentation materials, and perform other related duties as required.

ESSENTIAL JOB DUTIES: Compile land use data from existing property descriptions, maps, reports, and field surveys; provide customer service and assistance; manage the department's finances, including monitoring project finances, contracts, and billing, in coordination with the Auditor and other staff; assist with audits and budgets; coordinate the department's filing and office maintenance needs; staff commissions and boards, including preparing, distributing, and posting agendas and minutes; assist with and manage the department's HOME Grant and Yucca Mountain Repository Assessment Office; assist with and process annexations, detachments, and other agency reorganizations; answer inquiries from the public regarding planning and building policy and interpretation of land use, zoning, and building policies and regulations; analyze applications and recommend revisions to land use policies, the General Plan, zoning, and other plans; prepare well-written and well-organized reports, memoranda, and correspondence; investigate and follow up complaints of alleged violations of land use, zoning, and building ordinances and regulations; conduct monitoring to determine compliance with conditions of approval; accumulate and analyze statistics for reports; prepare graphs, charts, exhibits, and illustrations; conduct surveys and research; assist with and conduct public meetings; information preparation and distribution; maintain records; review and process planning and building applications; writes and issues permits for construction, film production companies, special events, etc; assist in training inexperienced staff members.

EMPLOYMENT STANDARDS

Education/Experience: Equivalent to graduation from a four-year college or university with major coursework in planning, public administration, governmental accounting, or a closely related field. Two years of full-time experience in a planning-related field, may substitute for the required education on a year-for-year basis for up to two years.

Knowledge of: How to interpret zoning, planning, and building policy and regulations; techniques used in compiling and interpreting data, and presenting it in graphic and written forms; instruments, methods, and symbols used in mapping; administrative techniques, including project management, accounting, budget, and organizational analysis; research and investigative techniques and procedures; well developed computer skills such as internet research, email, word processing, geographic information systems, databases, accounting, and spreadsheets; public presentation tactics; advanced writing skills including punctuation, grammar, organization, and appropriate format.

Ability to: Understand, explain, and interpret planning and building policies and regulations accurately and tactfully to the public; analyze applications for compliance with procedural requirements; understand and interpret legal property descriptions, topographic drawings, maps, and field notes; communicate and present information to County staff, public officials and the general public clearly, accurately, and tactfully; prepare well-written and well-organized reports, memoranda and correspondence; prepare graphs, charts, exhibits, and illustrations for reports; prepare and distribute legal notices; operate a computer and software including internet, email, word processing, spreadsheets, databases, website development, accounting, and geographic information systems; prepare neat and accurate charts and graphs; take direction from multiple sources and complete tasks on a deadline; seek direction and prioritize tasks; assist in and manage meeting development and set up; collect and analyze data; must have ability to work in a busy office environment with the ability to sit for extended periods, stand, walk up to one-quarter mile on terrain that may not always be level, kneel, stoop, squat, twist, and lift and carry up to 20 pounds; assignment of field inspections and tours will require outdoor work, sometimes in adverse weather conditions.

Special requirements: Must possess a valid operator's license issued by the State Department of Motor Vehicles. Must be willing and available for night meetings, out-of-state travel, and overnight travel. Must be available to work overtime as necessary. Must successfully complete a pre-employment background investigation and physical examination.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, and oral interview.

APPLICATION: Applications **must be received** in the Personnel Office, P.O. Box 249, Independence, CA 93526, **no later than 5:00 p.m. on June 19, 2012** (postmarks not accepted). Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached".** Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be mailed.

THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST, WHICH WILL BE USED FOR ONE YEAR IN FILLING COUNTYWIDE VACANCIES, WHICH MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0295 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancha) and the Death Valley area (Death Valley, Shoshone, and Tecopa). Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head and/or County Administration.

For Clerk's Use Only:
AGENDA NUMBER

23

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: WATER DEPARTENT

FOR THE BOARD MEETING OF: May 27, 2014

SUBJECT: AMENDMENT TO PAUL N. BRUCE CONTRACT

DEPARTMENTAL RECOMMENDATION: Request Board approve Amendment No. 1 to the Contract between the County of Inyo and Paul N. Bruce, as the mediator representing Inyo County in its dispute with the City of Los Angeles Department of Water and Power, increasing the amount of the Contract by $10,000 for a total amount not to exceed $30,000, extending the term of the contract to September 30, 2014, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION: On April 26, 2013, the County notified the Los Angeles/Inyo County Standing Committee that it requested resolution of its dispute regarding the impacts of pumping on the Blackrock 94 management area. The issue presented by Inyo County is:

> The County requests a determination by the mediators/temporary arbitrators that LADWP's groundwater pumping and reductions in surface water diversions in the Blackrock 94 area have caused a measurable and significant change in the vegetation conditions in violation of the provisions of the LTWA. The County further requests the Panel to order that, as required by section IV.A of the Water Agreement, reasonable and feasible mitigation of this significant impact be commenced within twelve (12) months of the determination by the mediators/temporary arbitrators that a significant effect on the environment has occurred at Blackrock 94.

Mr. Bruce is the County's selected mediator and a contract was approved by your Board on June 25, 2013.

ALTERNATIVES: The Board could choose to not approve the proposed amendment. This is not recommended, as the services of the mediator are required.

OTHER AGENCY INVOLVEMENT: Inyo County Administrative Officer, LADWP

FINANCING: The contract was budgeted in the 2013-2014 Water Department budget (024102) Professional Services 5265. There is sufficient fund balance in the Water Projects Fund for this increase.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Temp-Williams Approved: ✓ Date 04/22/14
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 4/25/2014

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 5/9/14

DEPARTMENT HEAD SIGNATURE: _____ Date: 5/12/14
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PAUL N. BRUCE
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PAUL N. BRUCE, of BISHOP, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated JUNE 25, 2013, on County of Inyo Standard Contract No. 116, for the term from JUNE 1, 2013 to MAY 31, 2014.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

Amend Item 2 to read as follows:

The term of this Agreement shall be from June 1, 2013 to September 30, 2014 unless sooner terminated as provided below.

Amend Section 3.E to read as follows:

Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed $30,000 Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is May 6, 2014.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PAUL N. BRUCE
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Paul N. Bruce
Signature

PAUL N. BRUCE
Type or Print

Dated: Apr 24, 2014

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

For Clerk's Use Only:
AGENDA NUMBER

24

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Administration - Purchasing
By Emma Bills, Purchasing Specialist

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: Sale of Surplus Equipment

DEPARTMENTAL RECOMMENDATION: Request that your Board: (1) declare certain property surplus; and (2) authorize transfer thereof to other public entities and non-profit organizations (4/5ths vote required), (3) approve the public auction of County surplus equipment not claimed by those entities/organizations on June 12, 2014, and (4) authorize the auction to take place at the Building and Maintenance yard located at 136 South Jackson Street, Independence, and not the courthouse door (4/5ths vote required).

SUMMARY DISCUSSION:

The County adopted the "Fixed Asset Policy" which allows for the sale by public auction of County equipment to the public every six months. The County currently has miscellaneous surplus items in storage: i.e., desks, chairs, printers, shelves, typewriters, computer equipment (all hard drives have been swiped clean or in most cases removed). On Wednesday, June 11, 2014, we will offer this surplus equipment to County Departments. On Thursday, June 12, 2014, we will offer the surplus items that remain to other public agencies per Government Code Section 25365 and to non-profit corporations per Government Code Section 25372 from 11:00 A.M. to 12:00 noon. We are also requesting approval to sell the remaining surplus equipment to the public on Thursday, June 12, 2014 from 1:00 P.M. to 2:30 P.M. Per County Code Section 6.28.040, all items in surplus and slated for sale, are valued at less than $5,000 and not subject to the requirements of County Code Section 6.28.040.

ALTERNATIVES:
Your Board could elect to forego the surplus sale of County property and continue to store the items. This is not recommended, as the current storage space for surplus items is full.

OTHER AGENCY INVOLVEMENT:
The Maintenance Department will assist in the sale.

FINANCING:
None

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* N/A Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Yes Date 5/14/14
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)_____ Date: 5/15/14
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

25

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF May 20, 2014

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

26

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF May 20, 2014

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

27

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF May 20, 2014

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

28

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF May 20, 2014

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme draught conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER
29

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

SUMMARY DISCUSSION: The Inyo National Forest is working on updating the Inyo National Forest Plan.[1] Staff is working with Forest Service staff in developing the Plan, and will report on recent activities. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 5-14-14

[1] Refer to http://inyoplanning.org/InyoNationalForest.htm for more information about the County's participation in the Plan Update/Revision.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
30

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Zoning Code Update Workshop – Special Event Permits, Blighted Buildings, and Community Character Zoning Overlays

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the draft Zoning Code Update pertaining to Special Event Permits, blighted buildings, and community character zoning overlays, and provide direction to staff.

SUMMARY DISCUSSION: One of the follow-up actions from the 2001 General Plan was to update the Zoning Code. Staff worked with Willdan to prepare updated Zoning Code sections, which were provided for review by the Board and the Planning Commission in a series of workshops between 2011 and 2013. Staff incorporated this input into a comprehensive Zoning Code update and prepared a related General Plan update,[1] and in May 2013 embarked on a robust community outreach effort to inform the public, stakeholders, community organizations, public agencies, and other interested persons and entities about the Update effort and solicit input. The Planning Commission reviewed the results of the outreach and provided input on October 30, 2013; recommendations from the Commission and staff were forwarded to the Board on December 3, 2013. At that workshop, the Board concurred with the majority of the recommendations, but directed staff to undertake additional research and return for three specific workshops, one of which being the topics of this workshop. The other two topics are (1) expanding the General Plan Update's approach to Digital 395 and (2) Code Enforcement (which the Board reviewed on February 11, 2014).

Special Event Permits

The Board directed staff to investigate the applicability of the Special Event Permit requirements (refer to Attachment 1) to the Lone Pine Film Festival. Staff believes that with the exception of the Concert in the Rocks, the new requirements will not apply to the Lone Pine Film Festival because it occurs in venues designed for such activities and at County facilities, and therefore is exempt from the Special Event Permit requirements. Since the Concert in the Rocks already includes waste management, traffic control, sanitation, etc., staff believes that compliance with the new requirements would most likely be minimal.

Based on the previous extensive discussions by the Board and the Planning Commission regarding Special Event Permits, staff recommends carrying the Special Event Permit requirements forward. Options that may be considered include providing for a Master Special Event Permit, specifying further exemptions, and creating a grandfather clause.

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[1] Refer to http://inyoplanning.org/GPandZoningUpdates.htm for more details regarding the update effort, including the May 2013 version of the Zoning Code/General Plan update.

Blighted Buildings

During the County's outreach effort, community members consistently expressed concern about blighted buildings along Main Street, and the Board directed staff to research alternative approaches to this issue. Communities have addressed blighted buildings through a variety of means – refer to Attachment 2.

- Incentive approaches generally encourage rehabilitation of underutilized and degraded properties. These typically include providing for fee waivers, tax incentives, revolving loan funds, grant programs, and flexible reuse opportunities to encourage revitalization and redevelopment. Many local governments also encourage community-based organizations to work towards self-improvement [Business Improvement Districts (BID), Tourism BIDs, Chambers of Commerce, other non-profit entities, etc.].
- Disincentives can be instituted to work to eliminate blighted conditions and encourage reutilization, typically in the form of an ordinance. These ordinances commonly include definitions of blight, registries, means to notify property owners of substandard conditions, monitoring programs to measure progress in addressing deficiencies, fines, and enforcement mechanisms (commonly via Code Enforcement procedures). Attachment 3 includes several examples of blighted buildings ordinances. Another disincentive approach is shaming, whereby property owners of dilapidated properties are advertised in some manner.

If the Board directs staff to proceed with a blighted building ordinance, staff proposes to work with the Building Official to develop a definition of blighted buildings, a registration system and means to notify property owners, timelines to correct violations, and authorization to commence Code Enforcement if the violations are not corrected. Given that community input centered around blighted and abandoned buildings along Main Street in the towns, staff may consider applying the new standards to an overlay or just the Commercial zoning districts. If the Board directs staff to proceed with incentive-based approaches, these will be added to the County's work program under separate track. Regardless, staff proposes to add General Plan references to work to enhance and reutilize blighted properties, as well as means to encourage flexible reuse in the General Plan and Zoning Ordinance.

Community Character Zoning Overlays

Largely in response to the proposal to strengthen Zoning Code Enforcement, the concept of Community Character Overlays was explored during the public outreach effort last year. Reaction to this idea was positive in the communities of Independence, Olancha, Cartago, Darwin, Keeler, Homewood Canyon, Trona, and Tecopa.

At its February 11, 2014 meeting, the Board directed staff to proceed with preparing a conceptual Community Character Overlay to illustrate how the Overlay could be structured, which is included in Attachment 4. Attachment 5 describes the Community Character Overlay concepts gathered during the County's public outreach program last year. If the Board directs procession, staff plans to develop Community Character Overlays for to be incorporated into Chapter 7 of the updated Zoning Code.

Next Steps

Once the Board provides direction regarding the specified topics, staff plans to publish the next iteration of the Zoning Code/General Plan document and embark on environmental review, with final consideration anticipated later in 2014. Additional opportunities for public input will be provided, and staff will continue to review and update the documents iteratively throughout the process.

ALTERNATIVES: The Board could direct staff to alter the approach to specific issues, or bring back specific issues for more in-depth consideration. Also, the Board previously instructed staff to work directly with itself and the Planning Commission on the update; the Board could instead direct staff to form a General Plan Advisory Committee.

OTHER AGENCY INVOLVEMENT: None directly; other County departments and/or outside agencies may be affected during implementation.

FINANCING: Resources from the County's general fund are being utilized for staff to process the updated Zoning Code. Funds for Willdan to prepare the draft Code were allocated from geothermal royalties by operating transfer to the General Fund/Planning Department budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 5-7-14

Attachments:

1. Draft Special Event Permit Requirements
2. Blight and Vacant Building Strategies
3. Select Examples of Blighted Buildings Ordinances
4. Illustrative Community Character Overlay
5. Community Character Overlay Concepts Expressed during the 2013 Public Outreach

Attachment 1

18.02.100 SPECIAL EVENT PERMIT

1. Purpose and Intent

A special event permit is intended to allow for the short-term placement of activities, including serial activities, with appropriate regulations so that such activities will be compatible with the surrounding areas.

2. Authority

Authority for approval of special event permits shall be vested with the Planning Director. A special event permit shall not be required for events that occur in permitted or conditionally permitted theaters, stadia, meeting halls, fair grounds, or other permanent public assembly facilities. A special event may be subject to additional permits, other County department approvals, licenses, and inspections as required by this Title or any other applicable laws and regulations.

3. Permitted Special Events

Table 2.A below identifies those special events subject to the issuance of a special event permit, as well as the maximum number of days and occurrences per 12-month period such events may be permitted pursuant to a special event permit.

Table 2A
Special Event Criteria

Uses	Zones	Maximum Days Per 12-Month Period	Maximum Occurrences Per 12-Month Period
Non-commercial meetings	All Zones	48	48
Small commercial events (such as garage sales, commercial filming, and commercial parties) in R and OS Zones	R and OS Zones	18	12
Commercial circus with tent	Public, Commercial, and Industrial	20	4
Commercial or non-commercial carnival, fair, concert, exhibit, festival, Outdoor Festival, or similar event outdoors or in temporary enclosure(s)	Public, Open Space Commercial, and Industrial	20	6
Commercial and non-commercial holiday sales, such as pumpkin or Christmas tree sales, and incidental sales of Christmas lights, tree stands and decoration, but excluding gift items	Public, Open Space, Commercial, and Industrial	30	4

4. Applications for Special Event Permits

Applications for special event shall be on a form prescribed by the Planning Department and shall include the consent of the property owner. Information necessary to process the permit is generally based on the size, duration, and frequency of the special event. Information needed to process the application may include site plans, emergency access and evacuation plans, parking and traffic control plans, lighting plans, sanitation plans, medical plans, potable water plans, proof of consultation with safety agencies (such as the Sheriff, fire protection agencies, Public Works Department, Building Official, Environmental Health Department, and Treasurer/Tax Collector), proof of insurance, and other information as appropriate.

5. Criteria for Special Event Permit Issuance

The Planning Director shall consider the following criteria in rendering its decision relative to a special event permit application:

a. The operation of the requested special event at the location proposed and within the time period specified will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare;

b. The proposed site is adequate in size and shape to accommodate the special event without being materially detrimental to the use and enjoyment of other properties located adjacent to and in the vicinity of the site;

c. The proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that the special event will or could reasonably be expected to generate; and

d. Adequate temporary parking to accommodate vehicular traffic to be generated by the special event will be available either on site or at alternate locations acceptable to the Planning Agency.

6. Specific Requirements for Outdoor Festivals

In addition to the findings and conditions specified herein, the following requirements apply to Outdoor Festivals.

a. Approval in writing on a form prescribed by the Planning Director shall be obtained from the Sheriff, Environmental Health Department, Treasurer/Tax Collector, Building Official, and Public Works Department for those aspects of the event within each department's jurisdiction prior to issuance of the Special Event Permit.

b. A copy of the Acceptance of Conditions Form shall be kept at the Outdoor Festival for the duration of the event and made available for inspection upon request.

7. Conditions of Approval

In approving an application for a special event permit, the Planning Agency may impose conditions that are deemed necessary to ensure that the permit will be applied in accordance with the criteria outlined above. These conditions may involve any factors affecting the operation of the special event, and may include, but are not limited to:

a. Provision of temporary parking facilities, including vehicular ingress and egress;

b. Regulation of nuisance factors such as, but not limited to, prevention of glare or direct illumination of adjacent properties, noise, vibration, smoke, dust, dirt, odors, gases, and heat;

c. Regulation of temporary buildings, structures, and facilities, including placement, height and size, location of equipment and open spaces, including buffer areas and other yards;

d. Provision of sanitary and medical facilities;

e. Provision of solid waste collection and disposal;

f. Police and fire concerns;

g. Provision of security and safety measures;

h. Regulation of signs;

i. Regulation of operating hours and days, including limitation of the duration of the special event to a shorter time period than that requested;

j. Submission of a performance bond or other surety device to assure that any temporary facilities or structures used for the proposed special event will be removed from the site within a reasonable time following the event and that the property will be restored to its former conditions;

k. Submission of a site plan indicating any information required by this Code;

l. Liability insurance of the type and in the amount required by the County; and

m. Fees to cover County costs, including law enforcement and emergency medical response, as well as other permits and associated fees and taxes required by the County and/or the State, including as required by Chapters 5.04 and 5.08; and

n. A requirement that the approval of the requested special event permit is contingent upon compliance with this Title and with other applicable provisions of other ordinances;

o. Other conditions that will ensure the operation of the proposed special event in an orderly and efficient manner and in accordance with the intent and purpose of this Chapter.

8. Violations-Remedies for Outdoor Festivals

a. It is unlawful for any licensee, employee, agent or persons associated with a Special Event Permit to do any of the following:

i. Conduct or operate an Outdoor Festival without first securing a Special Event Permit to do so;

ii. Sell tickets to an Outdoor Festival without a Special Event Permit first having been obtained;

iii. Operate, conduct or carry on any Outdoor Festival in such a manner as to create a public or private nuisance;

iv. Exhibit, show or conduct within the place of an Outdoor Festival any obscene, indecent, vulgar or lewd exhibition, show, play, entertainment or exhibit, no matter by what name designated;

v. Allow any person on the premises of the permitted Outdoor Festival to cause or create a disturbance in, around or near any place of the Outdoor Festival, by offensive or disorderly conduct;

vi. Knowingly allow any person at the permitted Outdoor Festival to use, sell or be in possession of any narcotic or dangerous drug while in and around or near a place of the Outdoor Festival.

b. Any of the violations set forth in subsection a of this section constitutes a criminal act and is punishable pursuant to ordinances of the county and the laws of the state; provided however, that the county retains any and all civil remedies including the right of civil injunction for the prevention of the violation and for the recovery of money damages therefor.

9. Notice

At least 10 (ten) days prior to making a decision regarding a Special Event Permit, the Planning Director shall issue a notice describing the application and the anticipated date of the decision. The notice shall be distributed as specified by Section [redacted]

except that no hearing shall be required. The Notice for Outdoor Festivals shall be distributed to the County Administrator, Sheriff, Public Works Department, Environmental Health Department, any fire protection agencies with jurisdiction, and other agencies as may be appropriate based on the location and size of the proposed Outdoor Festival.

10. Acceptance of Conditions

A special event permit shall not become effective for any purpose unless an "Acceptance of Conditions" form has been signed by the applicant and returned to the Planning Department and no appeal consistent with the provisions of this Title has been filed.

11. Cancellation of a Special Event Permit

a. Noncompliance with the conditions set forth in approving the special event permit shall be grounds for the Planning Director to cancel and void any such special event permit.

c. The Planning Director shall give notice of such an action to the permittee. The permittee may appeal such a decision to the Planning Commission by filing an appeal consistent with this provisions of this Title.

12. Exceptions

The following uses and activities are exempt from the permit requirements of this subsection.

a. Non-commercial gatherings or parties in compliance with County noise regulations;

b. Up to six (6) days per 12-month period per parcel in R and OS zones of garage sales, non-commercial outdoor gatherings or parties with temporary tents or play equipment, and/or other similar temporary outdoor activities, uses, and structures common in residential neighborhoods in compliance with the Building Code, County noise regulations, and other relevant rules and regulations;

c. Irregularly scheduled small commercial parties inside of residences, with minimal outdoor activities, in R and OS zones in compliance with County noise regulations with no potentially significant impacts on parking, traffic, air quality, or other environmental resources;

d. Temporary outdoor uses, activities, and structures associated with an established permitted, conditionally permitted, and/or legal non-conforming uses in non-R zones consistent with the Building Code, County noise and environmental health regulations, and other applicable rules and regulations. Examples include, but are not limited to, outdoor retail sales and dining in C zones, commercial gatherings

or parties in C and M zones, and laydown of equipment, shipments, and other materials prior to storage in C and M zones; and

e. Public voting places;

f. Commercial filming in non-R zones;

g. Up to six (6) days per year of commercial filming in R-zones; and

h. Events at County facilities with appropriate authorization or events operated or sponsored by the County, or events (except for Outdoor Festivals) operated by or sponsored by Inyo County institutions that are a member of the Eastern Sierra Cultural Heritage Alliance.

Municipal Blight Strategies

INYO COUNTY BOARD OF SUPERVISORS

MAY 13TH, 2014

Attachment 2

Why address vacant buildings and blight?

- Vacant building and blight negatively impact the health, safety and welfare of the community:
  - Increased safety hazards
  - Increased need for police and fire protection with minimal tax revenue to support services
  - Decreased property values in surrounding area
  - Decreased ability to attract businesses and investors
  - Decreased street activity to invite visitors and tourists to stop, explore and spend money in Inyo County communities.

Strategies to address vacant buildings and blight

- Incentivize businesses and property improvements
  - Tax incentives for new businesses
  - Waive building and plan check fees for reuse of vacant buildings
  - Flexible retail models
  - Revolving loan program to fund commercial façade improvements
  - Business Improvement Districts

- Discourage vacant and blighted buildings
  - Vacant building fines
  - Absentee landlord registry
  - Public shaming

Vacant Building Reuse and Revitalization Incentives

- Attract private investment in downtowns to rehabilitate, renovate and redevelop empty storefronts though tax incentives or waiving fees for reuse

- Case Study: South Carolina Abandoned Building Revitalization Act
  - Provides a clear definition of "abandoned building"
    - At least 66% vacant for the past five years
    - Non-operational for income-producing purposes
    - May not be a single family residence
    - A building listed on the National Register for Historic Places used solely for storage or warehousing
  - Defines minimum investment threshold to use tax credit
    - Minimum dollar amount or number of new jobs created
  - Types of Tax Credits Available
    - Income tax credit
    - Property tax credit

Vacant Building Reuse and Revitalization Incentives

- Case study: City of Stockton Downtown Financial Incentive Program
  - Reduces or eliminates building permit and associated public facilities fees for many downtown projects.
  - If the project rehabilitates an existing downtown building that has been vacant for six (6) months or longer, most permit fees will be waived.
  - Demolitions, new construction, or expansions do not qualify.
  - Waived fees can be reinvested into the business.

- Some Municipalities use tax incentives to target and attract specific industries, such as e-commerce or technology start-ups.

Commercial Façade Improvement Program

- Make downtowns more inviting to visitors and investors through creation of a low-interest revolving loan fund for commercial façade improvements.

- Case Study: City of Stockton Commercial Façade Improvement Program
  - The Façade Improvement Forgivable Loan Program assist property owners in making exterior, cosmetic improvements to commercial property. Funds are granted in the form of a loan, with a lien placed on the building.
  - The program includes a maximum loan amount per linear foot of façade, with a matching requirement after a meeting the maximum loan threshold.
  - Property owners are required to maintain the façade after a façade project has been completed.

- Case Study: City of Kalispell Façade Improvement Grant Program
  - Encourages private new investment into Historic Downtown Kalispell in the form of fixed asset investment related to exterior building improvements to help preserve, enhance and restore historical and architectural significance of downtown.
  - Provides matching grant funds up to $5,000 for façade improvements.
  - Grant funds are awarded based on Impact, Financial Leverage, Cost/Schedule of improvements, Sustainability/Permanence of improvements, and Community Contribution.

Pop-up Retail

- Pop-up retail stores are temporary uses such as an inviting display or a temporary store that is there for a few days, weeks, or months.

- Benefits:
  - Pop-up programs fill empty storefronts improve the appearance of the city's downtown, stimulate the real estate and business market and build the an image of a creative, unique community experience, giving shoppers more reason to visit.
  - Low-cost, quick turn around, highly visible way to incubate creative entrepreneurs while marketing retail spaces to potential tenants

- Strategies:
  - Ensure zoning code permits short-term commercial leases, and create an expedited business permitting process for short term businesses
  - Inventory vacant storefronts and reach out to property owners.
  - Market portfolio of temporary spaces to potential vendors.
  - Develop marketing effort to publicize pop-up retail stores and consider tying in with other events or festivals (Mules Days, Fishing Opener) to increase foot traffic.
  - Consider offering grants to attract small entrepreneurs or local artists and assist in permanent tenant improvements or other forms of assistance such as securing business licenses.

Business Improvement Districts

- Business Improvement Districts
  - County-designated geographic-based areas where the business owners are assessed annually to fund activities and improvements to promote the business district and fund projects within the zone, such as façade improvements.

- Tourism Business Improvement Districts
  - Local lodging operators agree to assess themselves and ask the local government to collect the money and pass the funds onto a designated tourism promotion organization, and fund downtown revitalization efforts.
  - This tax is similar to a TOT, and taxes visitors not business owners
  - A 2010 Study of nearly 40 California TBIDs found that 45% indicated the primary reason for forming a TBID was City / County Budget Reductions.

- Case Study: Mendocino County
  - One percent gross room assessment collected from lodging facilities in the incorporated and unincorporated parts of the County.
  - Annual TBID revenue is approximately $500,000.
  - BID funds are managed by a centralized research and data-driven marketing committee are utilized for the promotion of the county.

Vacant Building Ordinance

- Building owners are legally required to maintain their property to the standards set forth in the County Code. Code Enforcement staff enforces County and State mandated codes relating to residential and commercial structures that are dangerous, substandard, blighted, or vacant.
- Case Study: Sacramento Vacant Building Ordinance
  - Provides that properties that are vacant and neglected can be cited as a public nuisance after 30 days if one or more of the following conditions exist:
    - Exterior not up to Code
    - Windows and/or doors are boarded, not ready for occupancy
    - Structure is a neighborhood blight and may include debris or broken windows
    - Structure attracts transients or crime
    - Structure is neglected by owner
    - Paint peeling throughout structure
    - Lawn not mowed, little or no care to yard
    - Junk and debris on property
  - The owner of a vacant building in violation may be cited with administrative penalties after an initial 30 days and every 30 days thereafter;
    - A monthly monitoring fee of $150 is imposed in addition to a $150 enforcement response fee for each time a building inspector is called to the vacant building site;
    - A penalty up to $1,000 is imposed for the first violation and up to $5,000 for every 30 days for every subsequent violation;
    - The new ordinance places a new requirement of posting a notice in a conspicuous place on the front of the building stating the name, address, and phone number of the owner(s) of the property.

Vacant Building Registry

- The purpose of a vacant building registry is to:
  - To ensure that owners of vacant properties are known to the County and other interested parties and can be reached if necessary;
  - To ensure that owners of vacant properties are aware of the obligations of ownership under relevant codes and regulations; and
  - To ensure that owners meet minimum standards of maintenance of vacant properties.
- In addition, the fee structure established in the ordinance may serve additional purposes, including covering costs incurred by the municipality to deal with vacant properties, and under some circumstances, motivating owners to restore and reuse vacant properties.
- Most vacant property registry ordinances have registration fees that increase the longer the property is vacant. For example, the annual registration fee may be $250 in year one, $500 in year two, $1,000 in year three, $1,500 in year four, and $2,000 in year five and beyond.
- A vacant property registration ordinance should include the following elements:
  - A clear definition of which properties and which parties must register;
  - The registration requirements and procedures, including the information required of the owner or lienholder;
  - The fee structure;
  - The obligations of the owner, with respect to maintaining the property; and
  - The penalties for failing to register in timely fashion.

Absentee Property Owner Registration Program

- Requires all absentee property owners with two or more property maintenance violations within a 12-month period to register with the County for a period of two years.
- An absentee property owner is a person with legal possession of a property, who resides outside of the County. Post Office Boxes are not accepted as proof of residency.
- An absentee property owner is subject to the registration requirement when a second code violation is identified on the subject property within a 12-month period. Absentee property owners without code violations or with only one code violation per 12-month period are not affected.
- Registration requirements for each subject property include completion of the Absentee Property Owner Application, payment of a annual registration fee, and designation of a local property manager or agent, who resides in the County.
- If Absentee landlord has no code violations in two years, they are no longer required to register.

Other ideas...

- Establish/publish a list of the Top Five Blighted Properties and Top Five Most Improved Properties monthly available for public review.

- In an attempt to publicly shame landlords whose properties are a blight to the community, some cities place a large sign on the front of properties with serious code violations, listing the landlord's name and contact information.

- Receivership laws gives the authority to a third party to make repairs to the property and to pay for the repairs out of rents and other proceeds from the property. The receiver has a lien on the property for all unreimbursed expenses. Many communities work with a single non-profit as the receiver.

Recommendation: Carrot and Stick Approach

- Incentivize new businesses, reuse and revitalization:
  - Tax incentives for new business attraction
  - Help property owners invest in building improvements, such as commercial façade improvements
  - Allow for flexible, creative business models through encouraging short-term leases.

- Discourage vacant, blighted properties:
  - Public shaming
  - Vacant building registry
  - Absentee property owner registration
  - Fines for buildings left vacant, boarded up or used primarily for storage.

Recommendations for Inyo County

- Identify zones or districts to address vacant building, such as CBD zones and create an inventory of properties through vacant building registry; develop a publically available listing to connect entrepreneurs to property owners
- Establish ordinances to disincentivize vacant buildings and negligent absentee landlords
- Target a portion of money collected from code enforcement and nuisance abatement actions to fund community-based activities, such as commercial façade improvement programs
- Ensure zoning and business permitting allows for flexible retail models, such as pop-up retail; incentivize a streamlined permitting process for such uses
- Seek BOS support to research benefits / drawbacks of establishing BID / TBID.

ARTICLE III. ABSENTEE PROPERTY OWNER REGISTRATION [3]

Sec. 6-36. Definitions.

Sec. 6-37. Applicability and administration.

Sec. 6-38. Registration required.

Sec. 6-39. Registration fees.

Sec. 6-40. Property manager or agent.

Sec. 6-41. Jurisdiction, enforcement and penalties.

Secs. 6-42—6-50. Reserved.

Sec. 6-36. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Absentee property owner means the owner, as subsequently defined, who has legal possession of property within the city limits of the City of San Antonio and resides outside of Bexar County, Texas. Post office boxes will not be accepted as proof of residency within Bexar County, Texas.

Department means the development services department.

Director means the director of the development services department and the director's authorized representatives.

Dwelling unit means one or more habitable rooms, including an efficiency unit, which is intended to be occupied by one or more persons for living, sleeping, cooking, eating and sanitation purposes.

Efficiency unit means a dwelling unit with one habitable room that contains facilities used for combined sleeping, living, cooking, eating and sanitation purposes.

Existing building means a building constructed in compliance with all codes at the time of construction, or one for which a legal building permit has been issued prior to the effective date of this article.

One-family dwelling means a dwelling designed exclusively for residential occupancy by not more than one family, including a community-based residential home as defined by the Community Homes for Disabled Persons Location Act, V.T.C.A., Human Resources Code § 123.001. One-family dwelling shall not include a two-family dwelling as defined by this section or a multi-family dwelling.

Owner means any person with legal possession of a one-family or two-family dwelling, according to the deed records in the county clerk's office of the county in which the complex is situated, or the duly authorized agent of the person with legal possession of a one-family or two-family dwelling, according to the deed records in the county clerk's office of the county in which the complex is situated.

Person means any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, or any other legal entity; or their legal representatives, agents, or assigns.

Two-family dwelling means a dwelling designed exclusively for residential occupancy by two (2) families, including a community-based residential home as defined by the Community Homes for Disabled

Persons Location Act, V.T.C.A., Human Resources Code § 123.001. Two-family dwelling shall not include a one-family dwelling as defined by this section or a multi-family dwelling.

(Ord. No. 2013-09-19-0651, § 1, 9-19-13)

Sec. 6-37. Applicability and administration.

(a) This article shall apply to all one-family dwellings and two-family dwellings, as defined herein, which are now in existence or which may hereafter be constructed or converted from other uses and which are owned by an absentee property owner, as defined herein.

(b) This article is activated by the issuance of two (2) or more code violations within a 12-month period. Properties without code violations or with only one code violation per 12-month period are not affected by this article.

(c) The department director is authorized to administer and enforce the provisions of this article.

(d) This article shall not apply to any federal, state, or local governmental entities.

(Ord. No. 2013-09-19-0651, § 1, 9-19-13)

Sec. 6-38. Registration required.

(a) Upon the issuance of two (2) or more code violations within a 12-month period of time absentee property owners shall register with the department and provide the following information:

  (1) The address and legal description of the property;

  (2) The current name, physical address, mailing address, telephone number, and email information for any owner(s) with an ownership interest in the property.

  (3) The contact information for a local manager of the properties and/or improvements located on said property, as applicable.

(b) Continued registration of the property by the absentee property owner is required for a period of two (2) years after the latest code violation.

(c) Absentee property owners whose property does not have a code violation may voluntarily register their properties at any time but are not required to do so.

(Ord. No. 2013-09-19-0651, § 1, 9-19-13)

Sec. 6-39. Registration fees.

Absentee property owners shall tender an annual registration fee of fifty dollars ($50.00) upon registering their property with the department. Subsequent annual registration fees shall be due and postmarked no later than January 31st of each year.

(Ord. No. 2013-09-19-0651, § 1, 9-19-13)

Sec. 6-40. Property manager or agent.

Absentee property owners must designate a local manager, who resides in Bexar County, for said properties and include the relevant contact information for the designated manager upon registering the property with the department. Property managers shall act as agents for the absentee property owner for

purposes of accepting legal service, however the absentee property owner remains personally liable in criminal prosecutions for code violations.

(Ord. No. 2013-09-19-0651, § 1, 9-19-13)

Sec. 6-41. Jurisdiction, enforcement and penalties.

(a) Failure to register with the department after written notice to the absentee property owner, as is hereinafter specified, is a violation of this article. The absentee property owner shall have forty-five (45) days in which to register from the date that written notice is issued to the property owner. Written notice shall be issued to the absentee property owner by means of personal service, or by first class mail to their last known address according to Bexar County Appraisal District records and posting on the property.

(b) Absentee property owners shall provide written notice to the department, including a copy of the deed, of a change in:

(1) Ownership of the property;

(2) A change of contact information for either the owner or the designated manager.

Written notice must be provided to the department no later than thirty (30) days after said changes have occurred.

(c) Violation of this article is a Class C misdemeanor.

(1) This is a strict liability offense in which no mental state is required.

(2) The fine for this offense may not exceed five hundred dollars ($500.00).

(d) Administrative, civil, and criminal enforcement are alternative remedies which may be sought independently of each other. Criminal prosecution may occur regardless of pursuit of civil or administrative remedies and vice versa.

(Ord. No. 2013-09-19-0651, § 1, 9-19-13)

Secs. 6-42—6-50. Reserved.

FOOTNOTE(S):

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Editor's note— Prior to the reenactment of article III by Ord. No. 2013-09-19-0651, § 1, adopted September 19, 2013, Ord. No. 2011-12-01-0984, § 1, adopted December 1, 2011, repealed the former article III, §§ 6-36—6-41 in its entirety, which pertained to the building code. See the Code Comparative Table for a complete derivation. (Back)

Note— This article shall be effective on January 1, 2014. (Back)

Chapter 8.45 ABANDONED PROPERTY

Sections:

8.45.010 Intent.
8.45.020 Definitions.
8.45.030 Responsible parties for compliance.
8.45.040 Recordation of transfer of loan/deed of trust/substitution of beneficiary of deed of trust.
8.45.050 Registration and inspection of abandoned real property or real property at risk of abandonment.
8.45.060 Registration fees.
8.45.070 Maintenance requirements.
8.45.080 Security requirements.
8.45.090 Additional authority.
8.45.100 Enforcement.
8.45.110 Appeals.
8.45.120 Enforcement, violations and penalties.
8.45.130 Severability.

8.45.010 Intent.

It is the purpose and intent of the board of supervisors, through the adoption of this chapter, to enact an "abandoned and vacant property registration ordinance" as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties and properties that are vacant and to strengthen the ability of the local jurisdiction to control the public nuisances created by these properties. Nothing in this chapter shall be interpreted to allow or encourage circumvention of the foreclosure statutes of the state of California.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.020 Definitions.

For the purposes of this chapter, certain words and phrases are defined as follows:

"Abandoned" means a property that is vacant/abandoned for a period of at least thirty (30) consecutive days, and is not currently being offered for sale, rent or lease by the owner/responsible party as evidenced by the absence of a sign posted on the subject property advertising the property for sale, rent, or lease with contact information and current phone number and/or the absence of an active listing in an approved electronic database accessible to the public. "Abandoned" also means properties where the current owner of record has provided notice to the beneficiary that they no longer have an interest in the property and/or will no longer be making the outstanding payments on the mortgage, or which also meet at least one (1) of the following conditions:

1. Is open and unsecure;
2.

Is damaged by fire, flood, weather, or vandalism to an extent which prohibits safe human occupancy, unless they have an active building permit for the repair or demolition;

3. Is occupied by squatters or person(s) who do not have a legal right to reside on the property and/or is the site of loitering or vagrancy;
4. Is under notice and order for being in violation of county ordinances;
5. Has been secured or boarded up for at least thirty (30) days;
6. Has utilities disconnected or not in use;
7. Is under a condemnation notice or legal order to vacate;
8. Is structurally unsound; or
9. Is a potential hazard or danger to persons or properties.

Properties that may not be required to register with the county code compliance division are properties currently being offered for sale, rent, or lease as evidenced by a sign posted on the subject property advertising the property for sale, rent, or lease with contact information and current phone number and/or an active listing in an electronic database accessible to the public.

"Accessible" means a property or structure that unauthorized persons may gain access or entry to through a compromised/breached/unsecured gate, door, fence, wall, window, or other point of entry.

"Agreement" means any agreement or written instrument which provides that title to property shall be transferred or conveyed from one (1) owner to another owner after the sale, trade, transfer, or exchange.

"Beneficiary" means a lender or other entity under a note secured by a deed of trust.

"Buyer" means any person, co-partnership, association, corporation, or fiduciary that agrees to transfer anything of value in consideration for property described in an agreement of sale.

"Days" means consecutive calendar days.

"Deed in lieu of foreclosure" means a recorded document that transfers property from the trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

"Deed of trust" means an instrument wherein legal title in real property is transferred to a trustee, which holds it as security for a loan (debt) between a borrower and lender. The borrower is referred to as the trustor, while the lender is referred to as the beneficiary of the deed of trust. This definition applies to any and all subsequent deeds of trust, i.e.; second deed of trust, third deed of trust, etc.

"Default" means the failure to fulfill a contractual, monetary, or other obligation.

"Distressed" means a property that is vacant/abandoned for a period of at least thirty (30) days, that is under a current notice of trustee's sale or that has been the subject of a foreclosure sale by the trustee or has been conveyed to the beneficiary/trustee via a deed in lieu of foreclosure. A distressed property also means one that is under a foreclosure order or is advertised for sale by its mortgagee. It almost always refers to a property that is damaged or in poor physical condition due to the owner's precarious financial situation.

"Evidence of occupancy" means any condition visible from the exterior that on its own, or combined with other conditions present, would lead a reasonable person to believe that the

property is legally occupied. Such conditions include, but are not limited to, secured/locked structures; active utility services; the absence of overgrown and/or dead vegetation; the absence of an accumulation of newspapers, circulars, flyers, and/or mail; the absence of an accumulation of trash, junk, and/or debris; the presence of window coverings such as curtains, blinds, and/or shutters; the presence of furnishings and/or personal items consistent with residential habitation; statements by neighbors, passersby, delivery agents, or government employees that the property is legally occupied; or actual contact with occupants.

"Evidence of vacancy" means any condition visible from the exterior that on its own, or combined with other conditions present would lead a reasonable person to believe that the property is not legally occupied. Such conditions include, but are not limited to, open and/or unsecured structures; overgrown and/or dead vegetation, dry brush, and/or weeds; accumulation of newspapers, circulars, flyers, and/or mail (except those by federal, state, or local law); past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; discarded personal items including, but not limited to, furniture, clothing, large and small appliances; the absence of window coverings such as curtains, blinds and/or shutters; the condition of or absence of furnishings and/or personal items consistent with residential habitation; and statements by neighbors, passersby, previous owners or tenants, delivery agents, government employees, or others that the property is vacant.

"Foreclosure" means a specific legal process in which a lender attempts to recover the balance of a loan from a borrower who as stopped making payments to the lender by forcing the sale of the asset used as the collateral for the loan to satisfy the debt if the trustor (borrower) defaults.

"Inspection" means a physical investigation at a property to obtain evidence of occupancy or vacancy and/or to verify compliance with this chapter and any other applicable ordinance, codes or laws. Although interior inspections may be allowed, they are not required by this chapter.

"Neighborhood standard" means those conditions that are consistent on a simple majority of properties within a three-hundred-foot radius of the subject property. A property that is the subject of a neighborhood standard comparison, or any other abandoned property within the three-hundred -foot radius, shall not be counted toward the simple majority.

"Owner" means any person, co-partnership, association, corporation, or fiduciary having a legal or equitable title or any interest in any real property.

"Property manager/real estate owned (REO) section/department" means the individual, entity, group, section, department, or the designee of a beneficiary that is responsible for inspecting, securing, and maintaining abandoned and REO property.

"Residential and commercial property" means any improved or unimproved real property, or portion thereof, situated in the unincorporated areas of the county of Kern, designed or permitted to be used for dwelling and/or business purposes, and shall include all buildings and structures located on such property. This includes any real property being offered for sale, trade, transfer, or exchange as residential, whether or not it is legally permitted and/or zoned for such use.

"Responsible party" means either: (1) the owner of a vacant/abandoned parcel of real property; or (2) the holder or owner of the mortgage, deed of trust, or similar instrument encumbering real property ("mortgagee") during any time when an owner of real property is in

default under the terms of that mortgage, deed of trust, or similar instrument; or (3) both the owner and the mortgagee.

"Securing" means such measures as may be directed by the director of engineering, surveying and permit services department or his/her designee so that the property is continuously maintained so as not to be accessible to unauthorized persons, including, but not limited to, the repairing of fences and walls, chaining/padlocking of gates, and the repair or boarding of doors, windows, and/or other openings. Boarding shall be completed to a minimum of the current department of housing and urban development (HUD) securing standards at the time the boarding is completed or required. Locking includes measures that require a key, keycard, special tools, or special knowledge to open or gain access. The boards shall be painted to color match the structure.

"Substitution of beneficiary of deed of trust" means an instrument that transfers the beneficial interest under a deed of trust from one (1) beneficiary to another.

"Trustee" is the person, firm, entity, or corporation holding a deed of trust secured by the property.

"Trustor" is a borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.

"Vacant" property means any property, including any buildings and/or structure thereon that is not legally occupied.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.030 Responsible parties for compliance.

A. The responsible party, as defined in this chapter, shall comply with all provisions of this chapter, including, but not limited to, maintenance of real property for which they are responsible in accordance with the provisions of this chapter, and in accordance with all other applicable provisions of the local, state, and federal law.

B. In all instances, the responsibility of a mortgagee to comply with this chapter shall be and remain in effect from the date that the mortgagee gives the owner notice of a default under the terms of the mortgage, or when the owner has provided notice to the mortgagee that they are releasing their interest in the property to the mortgagee, whichever first occurs, until such time as the subject property is sold or transferred to a new owner or until any foreclosure action is dismissed.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.040 Recordation of transfer of loan/deed of trust/substitution of beneficiary of deed of trust.

Within thirty (30) days of the purchase and/or transfer of a loan/deed of trust secured by property, the new beneficiary/trustee shall record with the Kern County Recorder's Office or a database approved by the county such as mortgage electronic registration systems (MERS), a substitution of beneficiary of deed of trust, or similar document, that lists the name of the corporation, entity and/or individual, and the mailing address and contact telephone number of the new beneficiary/trustee responsible for receiving payments associated with the loan/deed of trust.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.050 Registration and inspection of abandoned real property or real property at risk of abandonment.

Any owner of property, responsible party, beneficiary, or their designee, of property located within the county who has abandoned that real property or who intends to abandon the real property shall register the property with the county within thirty (30) calendar days of such action. Responsible party for such property shall also perform an inspection of the property that is the security for the deed of trust, upon default by the trustor, within thirty (30) days of the property becoming vacant/abandoned. If the property is found to be vacant or shows evidence of vacancy, it is deemed abandoned and the responsible party/beneficiary shall, within thirty (30) days of the inspection, register the property as provided below.

Registration may be accomplished by either of the following methods:

A. By completing and returning to the director of engineering, surveying, and permit services department or his/her designee a county-provided registration form with required fee; or

B. By registering with a county-approved database that contains the information set out below and which service the county may readily access at no cost.

Nothing in this section shall prohibit the use of both methods of registration.

From time to time, the county may approve an acceptable national database(s) which shall be identified in writing and which shall be posted on the engineering, surveying, and permit services department's website.

If the property is occupied but remains in default, it shall be inspected by the responsible party/beneficiary/owner, or their designee, monthly until (1) the trustor or another party remedies the default; or (2) it is deemed abandoned. The responsible party/beneficiary/owner or their designee shall, within ten (10) days of that inspection, register the property as described above.

The registration shall contain the name of the beneficiary/responsible party/owner, the direct street/office mailing address of the responsible party/beneficiary/owner (no P.O. boxes), a direct contact name and telephone number for the responsible party/beneficiary/owner in addition the name, address and telephone number of at least one (1) of the following parties who is responsible for inspecting, securing and maintaining the property; the property management company, field service provider, and the property preservation or real estate owned (REO) section/department.

In the case of hard copy registration under subsection (A) of this section, an initial registration fee shall accompany the registration form. The registration shall be maintained with current information for as long as the registered property remains subject to this chapter. Any changes to the information required on the registration shall be reported to the director of engineering, surveying, and permit services department or his/her designee in writing within ten (10) days of the change. The county is not responsible to verify the accuracy of the information provided.

This section shall also apply to property that has been the subject of a foreclosure where the title was transferred to the beneficiary of a deed of trust involved in the foreclosure and any property transferred under a deed in lieu of foreclosure.

Property subject to this chapter shall remain under the registration requirement, security, and maintenance standards of this section as long as the property remains abandoned.

It is the obligation of the responsible party/beneficiary/owner to inform the county of any pending action or changes of status in such actions, such as a bankruptcy, other court or administrative action that would prohibit the responsible party/beneficiary/owner from taking any of the actions required by this chapter.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.060 Registration fees.

The annual fee for registering an abandoned residential property shall be one hundred fifty-two dollars ($152.00). Registration fees will not be prorated. Renewal is due every twelve (12) months, on the original registration date.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.070 Maintenance requirements.

The exterior of the property shall be, in comparison to the neighborhood standard, kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.

The property shall be maintained free of graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

Insofar as there is existing or previously existing landscaping, all visible front, side, and rear yard landscaping shall be maintained to the neighborhood standard at the time registration was required. If no landscaping previously existed at the property in front, side, and rear yards, installation is not required under this chapter.

Maintenance shall include, but not be limited to, items such as the following: watering, cutting and mowing of landscaping, removal of yard waste and debris, exterior painting, glass replacement repairs to a building or other structure, or other acts reasonably necessary to maintain acceptable cosmetic appearance of the property, including any building or structure on the property, and to maintain the structural integrity of any building or structure on the property.

Landscape includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges, trees or similar plantings, decorative rock or bark, or artificial turf/sod designed specifically for residential installation.

Pools and spas shall be maintained so the water remains free and clear of pollutants and debris or drained and kept dry. In either case properties with pools and/or spas must comply with the minimum security fencing requirements of the state of California.

Adherence to this section does not relieve the beneficiary/responsible party/owner of any obligations set forth in any liability or compliance with any other rules and regulations which may apply to the property.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.080 Security requirements.

The beneficiary/responsible party/owner shall secure and maintain properties subject to this chapter so as not to be accessible to unauthorized persons.

Secure manner includes, but is not limited to, the closing and locking of windows, doors (walk-through, sliding, and garage), gates, and any other openings of such size that may allow access to enclosed areas of the property or to buildings and structures on the property. Walls and fences surrounding the property or any portion of the property shall be maintained in good repair. Broken windows or other openings shall be secured by reglazing or boarding to prevent unlawful entry. Locking includes measures that require a key, keycard, special tools, or special knowledge to open or gain access.

The beneficiary/responsible party/owner or their designee shall perform at least monthly inspections to verify that the requirements of this chapter are being met.

If the beneficiary/responsible party/owner does not have property preservation or real estate owned section/department or performs the service themselves, a field service provider or property manager shall be contracted to perform the inspection to verify that the requirements of this chapter, and any other applicable laws, are being met.

The property shall be posted with name and twenty-four-hour toll-free contact phone number of the beneficiary/responsible party/owner or property preservation, real estate owned section/department, field service provider, or property manager. The posting shall be no less than eight and one-half (8½) inches by eleven (11) inches and shall contain, along with the name and twenty-four-hour toll free contact number, the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL" or similar wording. The posting shall be placed on the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street; if no such area exists, it shall be posted in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of and printed with, or contained in, weather-resistant materials.

The property preservation/real estate owned section/department, field service provider, property manager, or their designee shall inspect the property on a monthly basis, to determine if the property is in compliance with the requirements of this chapter and any needed repairs shall promptly be made within seven (7) days.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.090 Additional authority.

In addition to the enforcement remedies established in Chapters 1.12 and 8.54 of the Kern County Ordinance Code, the director of engineering, surveying, and permit services department, or his/her designee, shall have the authority to require the beneficiary/responsible party/owner of any property affected by this section to implement additional maintenance and/or security measures including, but not limited to, securing any/all doors, windows, or other openings, increasing on-site inspection frequency, employment of an on-site security guard, or other measures as may be reasonably required to arrest the decline of the property.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.100 Enforcement.

The director of the engineering, surveying, and permit services department, or his/her designated representative, are directed and empowered to investigate and enforce the provisions of this chapter. They are authorized to inspect any property where a violation of this chapter is alleged to exist. They may take code enforcement actions in accordance with Chapters 1.12, 8.44, 8.54 and other appropriate chapters of the county's Ordinance Code or other laws and regulations as necessary to protect the public health and safety.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.110 Appeals.

Any person aggrieved by any of the requirements of this chapter may appeal insofar as such appeal is allowed under Chapter 8.54.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.120 Enforcement, violations and penalties.

A. Misdemeanor. Any person, firm, corporation, owner of the land, or possessor who violates or who causes, permits, or allows a violation of any provision of this title is guilty of a misdemeanor and is subject to penalties and procedures as described in Chapter 8.54 of the Ordinance Code, and upon conviction thereof, shall be punished by a fine of not more than one thousand dollars ($1,000.00) or by imprisonment in the county jail for not exceeding six (6) months, or by both such fine and imprisonment. Each day the violation of this title continues shall be considered a separate offense.

B. Administrative Penalties. In addition to the other provisions contained in this chapter, property owners of any property in violation of the provisions of this title are subject to the regulations pertaining to the imposition and collection of administrative penalties as provided for in Chapter 8.54 of the Ordinance Code.

C. Abatement Proceeding (Modified). Any property, building, or structure maintained contrary to the provisions of this chapter is declared to be unlawful and a public nuisance, and the director of the engineering, surveying, and permit services department or his/her designated representative and/or the district attorney shall commence action or proceedings for the abatement and removal and/or enjoinment thereof in the manner provided by this Ordinance Code or may take such other steps such as apply to such court or courts as may have jurisdiction to grant relief as will abate the public nuisance by boarding up unsecure property, cleaning of property, or demolition of the structure, as necessary.

D. Recovery of Costs. This section establishes procedures for the recovery of costs incurred by the county in the enforcement process and/or for the abatement of conditions defined as a violation by this chapter.

1. Definition of Costs. For the purpose of this chapter, costs shall mean all costs incurred by the county, including, but not limited to, administrative costs, staff time expended and reasonably related to the violation enforcement and/or abatement cases, attorney's fees, investigation, site inspection and monitoring, reports, telephone contacts, correspondence, photography labs, consultants, and meetings with affected parties.

2. Cost Accounting and Recovery Required. The enforcement personnel shall maintain records of all costs incurred by responsible county departments associated with the enforcement process pursuant to this chapter and shall recover the costs from the

property owner as provided by this section. Staff time shall be calculated at an hourly rate as established and revised from time to time by the department.

3. Notice of Cost Recovery Requirements. The enforcement personnel shall include in the notice of violation a statement of the intent of the county to charge the property owner for all costs associated with enforcement, and of the owner's right to a hearing if he or she objects to such charges. The notice shall state that the property owner will receive, at the conclusion of the enforcement case, a summary of costs associated with the processing of the enforcement case. The notice shall state that the property owner will have the right to object to the charges by filing a request for hearing with the board of supervisors within thirty (30) days of service of the summary of charges, pursuant to subsection (D) of this section.

4. Summary of Costs. At the conclusion of the enforcement case, the enforcement personnel shall send a summary of costs associated with enforcement to the property owner by certified mail. The summary shall include a notice which states that if the owner objects to the charges, a request for hearing must be filed as provided by subsection (5) of this section, and that if no such hearing is requested, the owner's right to object will be waived, and he or she will be fully liable for the charges, to be recovered as a special assessment against the property to be collected at the same time and manner as the property taxes, or through a civil action in the name of the county, in any court of competent jurisdiction within the county.

5. Hearing on Objection to Charges. Any property owner who receives a summary of costs pursuant to subsection (4) of this section shall have the right to a hearing before the board of supervisors on his or her objections to the proposed costs, as follows:

   a. Request for Hearing. A request for hearing shall be filed with the engineering, surveying and permit services department within thirty (30) days of the service by mail of the summary of costs, in the form of a letter setting forth the nature of the property owner's objections to the costs.

   b. Scheduling of Hearing. Not less than ten (10) days of the filing of the request for hearing, and on thirty (30) days written notice to the owner, the board of supervisors shall hold a hearing on the owner's objections and determine the validity thereof.

   c. Decision by the Board of Supervisors. In determining the validity of the costs, the board of supervisors shall consider whether total costs are reasonable in the circumstances of the case. Factors to be considered include, but are not limited to, whether the present owner created the violation, whether there is a present ability to correct the violation, whether the owner moved promptly to correct the violation, the degree of cooperation provided by the owner, and whether reasonable minds can differ as to whether a violation exists. The decision of the board of supervisors shall be final.

6. Collection of Charges. In the event that no request for hearing is filed pursuant to subsection (5) of this section or after a hearing, the board of supervisors affirms the validity of the costs, the property owner shall be liable to the county in the amount stated in the summary or any lesser amount as determined by the building official. The county shall be reimbursed for all of the costs within forty-five (45) days from the date of decision pursuant to subsection (5) or, if no appeal is filed, within thirty (30) days from the mailing of the summary of costs pursuant to subsection (4). Payment may be received at the engineering, surveying and permit services department. Delinquent fees shall be subject to a penalty of twenty-five percent (25%) of the total summary of costs. If payment is not received, such costs may be collected as a

special assessment against the property and collected at the same time and manner as the property taxes or may be recovered in a civil action in the name of the county in any court of competent jurisdiction within the county.

(Ord. No. G-8455, § 2, 12-17-13)

8.45.130 Severability.

Should any provision, section, paragraph, sentence, or word of this chapter be determined or declared invalid by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this chapter shall remain in full force and effect.

(Ord. No. G-8455, § 2, 12-17-13)

Chapter 5B
BLIGHTED PROPERTY[1]

Sections:

ARTICLE I. IN GENERAL

5B.1 Purpose of chapter.
5B.2 Definition of blighted property.
5B.3 Property blight—Nuisance.
5B.4 General obligation.
5B.5 Enforcement responsibility—Delegation of authority.
5B.6 Property blight—Abatement required.
5B.7 Supervision of work.
5B.8 Work standard.
5B.9 Procedures of this ordinance—Cumulative.
5B.10 Penalties for violation.
5B.11 Joint or common ownership.
5B.12 Reserved.

ARTICLE II. SUMMARY ABATEMENT ACTIONS

5B.13 Summary abatement—Imminent danger.
5B.14 Summary abatement procedures; notice—Posting.
5B.15 Form of notice to destroy or remove imminently dangerous property blight.
5B.16 Restriction from use.
5B.17 Restriction from use or occupancy—Defined.
5B.18 Restriction from use or occupancy notice—Posted.
5B.19 Compliance with notice required.

ARTICLE III. ABATEMENT OF PROPERTY BLIGHT

5B.20 Resolution declaring nuisance; publication of notice of resolution.
5B.21 Form of notice to destroy or remove property blight.
5B.22 Hearing on notice to destroy or remove property blight.
5B.23 Abatement by city administrator upon order of council; prior abatement by property owner.
5B.24 Accounting and reporting cost of abatement by city administrator.
5B.25 Assessment of abatement costs—Notice of hearing.
5B.26 Same—Hearing and confirmation.
5B.27 Same—Collection.

ARTICLE I. IN GENERAL

5B.1 Purpose of chapter.

The purpose of this chapter is to promote the health, safety and general welfare of the public by requiring a level of maintenance of private property which will protect the livability, appearance and social and economic stability of the city and which also will protect the public from the health and safety hazards and the impairment of property values which

results from the neglect and deterioration of property. It is not the purpose of this chapter to regulate artistic, cultural or religious expression. (Ord. No. 96-18, § I, 10-7-96)

5B.2 Definition of blighted property.

Any property in an industrial or commercial zoning district or used as industrial or commercial property on which there exists any one or more of the following conditions or activities is a blighted property for the purposes of this chapter:

(a) Abandoned Building or Structure.

(1) A building or structure which is not being inhabited, occupied or used and which is unsecured. For purposes of this chapter, a building or structure is unsecured when the public can gain entry without the consent of the owner.

(2) A partially constructed, reconstructed or demolished building or structure upon which work is abandoned. Work is deemed abandoned when there is no valid and current building or demolition permit or when there has not been any substantial work on the project for a period of six (6) months or more.

(b) Attractive Nuisance. Property which is in an unsecured state so as to potentially constitute an attraction to children, a harbor for vagrants, criminals or other unauthorized persons, or so as to enable persons to resort thereto for the purpose of committing a nuisance or unlawful act.

(c) A building or structure which is in a state of disrepair:

(1) Exterior wall and/or roof coverings which have become deteriorated and do not provide adequate weather protections, resulting in termite infestation and/or dry rot.

(2) Broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers.

(3) Building exteriors, walls, fences, signs, retaining walls, driveways, walkways, sidewalks or other structures on the property which are broken, deteriorated, or substantially defaced, to the extent that the disrepair is visible from any public right of way or visually impacts neighboring public or private property or presents an endangerment to public safety.

(4) Building exteriors, walls, fences, signs, retaining walls, driveways, walkways, sidewalks or other structures on the property which have been repainted in such a manner that the appearance may be further deteriorated or substantially defaced.

(d) Property Inadequately Maintained.

(1) Overgrown, diseased, dead, or decayed trees, weeds or vegetation that:

a. Are likely to harbor rats, pigeons, vermin, and other nuisances; or

b. Substantially detract from the aesthetic and property values of neighboring properties; or

c. Constitute a fire hazard or other condition that is dangerous to the public health, safety, or welfare; or

(2) Solid waste, which includes "garbage," "refuse" and "rubbish" as those terms are defined in section 12.1 of this Code, and all "solid waste" as additionally may be defined in this Code, constitutes blight and blighted property in the following situations:

a. The accumulation of solid waste is visible from a street or public right-of-way, is not enclosed in a city-approved container, and is present for more than seventy-two (72) consecutive hours; or

b. The accumulation of solid waste is being stored or disposed of in a manner that would allow the material to be transported by wind or otherwise onto or upon any public street, public right-of-way, or neighboring property, unless the method of storage or disposal is specifically allowed by this Code.

(3) Any swimming pool, pond or other body of water which is abandoned, unattended, unfiltered, or not otherwise maintained, resulting in the water becoming polluted. Polluted water is defined for the purpose of this chapter, as water which contains organic growth, including algae, remains of rubbish, refuse, debris, papers, and any other foreign matter or materials, which, because of its nature or locations, constitutes an unhealthy or unsafe condition. (Ord. No. 96-18, § I, 10-7-96; Ord. No. 2003-14, § I, 9-15-03)

5B.3 Property blight—Nuisance.

Any property which is blighted property is hereby declared and determined to be a public nuisance. (Ord. No. 96-18, § I, 10-7-96)

5B.4 General obligation.

No person, firm or corporation whether as owner, agent or manager of the subject property, or as lessee, sublessee, or occupant in possession of the property shall maintain any property in a blighted condition or shall cause or permit the property to be blighted. No person, firm or corporation shall take any action or allow any action to be taken in violation of any provision of this chapter or order issued pursuant thereto. (Ord. No. 96-18, § I, 10-7-96)

5B.5 Enforcement responsibility—Delegation of authority.

The city administrator is charged with the responsibility for the enforcement of this chapter. All city employees with enforcement responsibilities are authorized to make such inspections and take any actions on behalf of the city administrator as may be required to enforce the provisions of this chapter. (Ord. No. 96-18, § I, 10-7-96)

5B.6 Property blight—Abatement required.

The person, firm or corporation whether as owner, agent or manager of the subject property, or as lessee, sublessee, or occupant in possession of the property shall immediately cause the property blight to be abated. Whenever the city administrator finds that a property is blighted, the city administrator may require or take necessary abatement actions to cause the property blight to be abated in accordance with the provisions of this chapter or other applicable Municipal Code provisions. Temporary corrective measures may be required prior to the time permanent abatement actions are instituted. The city administrator or other employees with enforcement responsibilities may authorize a compliance schedule providing such schedule is reasonable in its timetable of corrections and meets the intent of this chapter. Except as provided in Article II of this chapter, persons required to make

corrections to their property shall be allowed at least thirty (30) calendar days to make such corrections. (Ord. No. 96-18, § I, 10-7-96)

5B.7 Supervision of work.

Any abatement action performed by the city pursuant to this chapter shall be accomplished under the supervision of the city administrator either:

(a) By city personnel; or

(b) By contract awarded by the city administrator or by the city council. (Ord. No. 96-18, § I, 10-7-96)

5B.8 Work standard.

Whenever the city performs any abatement action pursuant to this chapter, the city shall not be required to perform such abatement actions to the standard that the property, building or structure complies with all applicable provisions of this Code. The city shall perform such actions as are determined by the city administrator to be necessary to abate or remedy the nuisance caused by such property, building or structure. Such limited abatement action by the city does not relieve the property owner from any requirement to bring the property into compliance with any applicable provisions of this Municipal Code. (Ord. No. 96-18, § I, 10-7-96)

5B.9 Procedures of this ordinance—Cumulative.

(a) Procedures used and actions taken for the abatement of property blight are not limited by this chapter. Procedures and actions under this chapter may be utilized in conjunction with or in addition to any other procedure applicable to the regulation of buildings or structures or property. This chapter shall not constitute a repeal of any other provision of this Municipal Code except as expressly stated.

(b) All property blight conditions which are required to be abated pursuant to this chapter shall be subject to all provisions of the Gilroy Municipal Code including, but not limited to building construction, repair or demolition and to all property improvement, zoning and fire code provisions. (Ord. No. 96-18, § I, 10-7-96)

5B.10 Penalties for violation.

(a) Any person violating any of the provisions of this chapter shall be deemed guilty of an infraction. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

(b) Any person violating any of the provisions of this chapter with reference to blighted property as defined in section 5B.2(c) or (d) hereof more than three (3) times in any twelve (12) month period in addition to abatement of the nuisance and the penalties described above shall be required to enter into a continuing maintenance agreement with a qualified person to provide continuing and immediate care to the property so as to avoid and abate conditions of blight, and shall present to the city administrator proof of said agreement. (Ord. No. 96-18, § I, 10-7-96)

5B.11 Joint or common ownership.

Whenever blighted property is jointly owned, owned as common property or is otherwise subject to multiple ownership whether in fee or as an easement, the owners of the property shall be jointly and severally liable for the nuisance. The city may apportion each owner's liability in reasonable proportion to each individual's ownership interest in the subject property. (Ord. No. 96-18, § I, 10-7-96)

5B.12 Reserved.

ARTICLE II. SUMMARY ABATEMENT ACTIONS

5B.13 Summary abatement—Imminent danger.

(a) Any condition of property blight which is reasonably believed to be imminently dangerous to the life, limb, health or safety of the occupants of the property or to the public may be summarily abated by the city administrator.

(b) Actions taken to abate imminently dangerous conditions may include, but are not limited to repair or removal of the condition creating the danger and/or the restriction from use or occupancy of the property on which the dangerous condition exists or any other abatement action determined by the city administrator to be necessary. (Ord. No. 96-18, § I, 10-7-96)

5B.14 Summary abatement procedures; notice—Posting.

Whenever the city administrator reasonably believes property to be blighted and imminently dangerous to life, limb, health, or safety, the city administrator shall declare the same to be a public nuisance and give notice to the owners by posting a notice on the property stating therein that unless a written objection is filed with the city clerk or such dangerous condition be abated within twenty-four (24) hours by the destruction or removal of such blighted condition, the work of abating such imminently dangerous condition shall be done by the city and the expense thereof assessed upon the lots and lands from which the blighted condition shall have been destroyed or removed. If the dangerous condition persists and there is no written objection timely filed with the city clerk within twenty-four (24) hours, the city administrator, city employees, contracting agents or other representatives are expressly authorized to enter upon private property to abate the dangerous condition. Costs for any summary abatement performed by or on behalf of the city shall be accounted and reported to the city council by the city administrator, assessed after public hearing, and collected pursuant to the provisions of Article III. (Ord. No. 96-18, § I, 10-7-96)

5B.15 Form of notice to destroy or remove imminently dangerous property blight.

The posted notice shall be substantially in the following form:

NOTICE TO DESTROY OR REMOVE DANGEROUS PROPERTY BLIGHT

NOTICE IS HEREBY GIVEN that on _____ the city administrator declared that property located at _____ is blighted property, as the same is defined in Part I, Sec. 5B.2 of this Ordinance, constitutes a public nuisance, and that such nuisance is imminently dangerous to life, limb, health, or safety and must be immediately abated.

NOTICE IS FURTHER GIVEN that the property owners of this property shall immediately destroy or remove the dangerous condition caused by such property blight, or after 24 hours that condition may be abated by the city authorities, in which case the costs of such

abatement will be assessed upon the lots and lands from which the dangerous condition shall have been destroyed or removed; and such costs will constitute a lien upon such lots or lands until paid and will be collected upon the next tax roll upon which general municipal taxes are collected. All persons having any objection on the proposed destruction or removal of such dangerous condition, or upon the assessment of such costs, are hereby directed to file such written objection with the city clerk in the City Hall, 7351 Rosanna Street, City of Gilroy, by 5:00 p.m. on _____, 19_____, or thereafter all such objections shall be deemed waived and the city administrator, city employees, contracting agents or other representatives are authorized to enter upon this property to abate the dangerous condition.

DATED: This _____ day of _____ 19_____.

_____

City Administrator

(Ord. No. 96-18, § I, 10-7-96)

5B.16 Restriction from use.

If there exists on a blighted property any condition reasonably believed to be imminently dangerous to life, limb, health, or safety should such property be occupied or used, the city administrator may order the immediate restriction from use or occupancy of the blighted property in addition to requiring other abatement actions to be taken. (Ord. No. 96-18, § I, 10 -7-96)

5B.17 Restriction from use or occupancy—Defined.

For the purpose of this chapter, an order to "restrict from use or occupancy" includes either total or partial restriction from use or occupancy of either all or some specified portion of a building, structure or property. The methods which may be used for such restriction from use or occupancy include, but are not limited to, the construction, erection, installation and maintenance of such fencing, enclosures, barricades and/or other protective devices, used for the purpose of closing, barring, boarding, locking and/or otherwise securing all means of access to a property, building or structure as will effectively prevent entry into the building or structure or onto the property by unauthorized persons and effectively prevent any use or occupancy thereof. (Ord. No. 96-18, § I, 10-7-96)

5B.18 Restriction from use or occupancy notice—Posted.

Whenever any property, building, or structure is ordered restricted from use or occupancy, the following notice shall be posted. Said notice may be posted at or upon each entrance or exit of the property, building or structure in substantially the following form:

RESTRICTED

DO NOT ENTER

UNSAFE TO ENTER, USE OR OCCUPY

It is a misdemeanor to enter, use or occupy this building or premises, or to remove or deface this notice.

City Administrator

City of Gilroy

(Ord. No. 96-18, § I, 10-7-96)

5B.19 Compliance with notice required.

Whenever any property, building, or structure is ordered restricted from use or occupancy and the property is duly posted, no person shall remain in or on or enter the property, building or structure, except that entry may be made to perform abatement actions under permit. Whenever such abatement actions require any permits, such required permits shall be obtained prior to the commencement of any such abatement actions. No person shall remove or deface any such notice after it is posted until the required abatement actions have been completed and inspected and approved by the city. (Ord. No. 96-18, § I, 10-7-96)

ARTICLE III. ABATEMENT OF PROPERTY BLIGHT

5B.20 Resolution declaring nuisance; publication of notice of resolution.

Whenever any property is determined by the city administrator to be blighted and it is further determined that the condition is not imminently dangerous to life, limb, health, or safety, the city council shall pass a resolution declaring the same to be a public nuisance and ordering the city administrator to give notice of the passage of such and stating therein that, unless such nuisance be abated without delay by the destruction or removal of such blighted condition, the work of abating such nuisance shall be done by the city authorities and the expense thereof assessed upon the lots and lands from which the blighted condition shall have been destroyed or removed. The city administrator shall provide notice of such resolution by certified mail with return receipt requested addressed to the owner of the property at the address shown on the last available equalized assessment roll for the property, or as otherwise known, and by posting notice at or upon each entrance or exit of the property. The city clerk shall thereupon fix the time and place for hearing any objections to the proposed destruction or removal of such blighted property. (Ord. No. 96-18, § I, 10-7-96)

5B.21 Form of notice to destroy or remove property blight.

The notice shall be substantially in the following form:

NOTICE TO DESTROY OR REMOVE PROPERTY BLIGHT

NOTICE IS HEREBY GIVEN that on _____ pursuant to the provisions of _____ of the Gilroy City Code, the Gilroy City Council passed a resolution declaring that property located at _____ is blighted property, as the same is defined in Part I, Sec. 5B.2 of this Ordinance, constitutes a public nuisance, and that such nuisance must be abated.

NOTICE IS FURTHER GIVEN that the property owners of this property shall without delay destroy or remove the property blight, or such property blight shall be abated by the city authorities, in which case the costs of such abatement will be assessed upon the lots and lands from which blighted property shall have been destroyed or removed; and such costs will constitute a lien upon such lots or lands until paid and will be collected upon the next tax roll upon which general municipal taxes are collected. All persons having any comment on the proposed destruction or removal of such property blight are hereby notified to attend a meeting of the Council of said City of Gilroy to be held in the Council Chambers in the City Hall, 7351 Rosanna Street, City of Gilroy, on _____, at _____ p.m., when and where their comments will be heard and be given due consideration.

DATED: This _____ day of _____, 19_____.

_____

City Administrator

(Ord. No. 96-18, § I, 10-7-96)

5B.22 Hearing on notice to destroy or remove property blight.

At the time stated in the notice, the council shall hear and consider any and all comments to the proposed destruction or removal of such property blight and may continue the hearing from time to time. The council, by motion or resolution, shall allow or overrule any and all objections, if any, after which the council shall thereupon be deemed to have acquired jurisdiction to proceed and perform the work of destruction or removal of such property blight. (Ord. No. 96-18, § I, 10-7-96)

5B.23 Abatement by city administrator upon order of council; prior abatement by property owner.

The council shall by resolution order the city administrator to abate such nuisance, or cause the same to be abated as may be determined by the city council; and the city administrator, city employees, contracting agents or other representatives are hereby expressly authorized to enter upon private property for such purposes. Any property owner shall have the right to abate such nuisance or have the same destroyed or removed at his own expense; provided that such nuisance shall have been completely abated prior to the arrival of the city administrator or his authorized representatives to abate the nuisance. (Ord. No. 96-18, § I, 10-7-96)

5B.24 Accounting and reporting cost of abatement by city administrator.

The city administrator shall keep an account of the cost of abating such nuisance and embody such account in a report and assessment list to the city council, which shall be filed with the city clerk. Such report shall refer to each separate lot or parcel of land by description sufficient to identify such lot or parcel, together with the expense proposed to be assessed against each separate lot or parcel of land. (Ord. No. 96-18, § I, 10-7-96)

5B.25 Assessment of abatement costs—Notice of hearing.

The city clerk shall post copies of such report and assessment on the bulletin board in the council chambers at the City Hall in the city; on the bulletin board in the lobby of the city clerk's office located at the City Hall in the city; and on the bulletin board near the entrance door of each fire station in the city, together with a notice of the filing thereof and of the time and place when and where it will be submitted to the city council for hearing and confirmation, notifying property owners that they may appear at such time and place and object to any matter contained therein. A like notice shall also be published twice in a newspaper of general circulation, published and circulated within the city. The posting and first publication of such notice shall be made and completed at least ten (10) days before the time such report shall have been submitted to the city council. Such notice, as so posted and published, shall be substantially in the following form:

NOTICE OF HEARING ON REPORT AND ASSESSMENT FOR PROPERTY BLIGHT ABATEMENT

NOTICE IS HEREBY GIVEN that on _____ the City Administrator of the City of Gilroy filed with the City Clerk of said City a report and assessment on the costs of abatement of blighted property within said City, copies of which are posted on the bulletin board in the Council Chambers at the City Hall located at _____ Gilroy, California; on the bulletin board in the lobby of the City Clerk's Office located in the City Hall, Gilroy, California; and on the bulletin board near the entrance door of each fire station in Gilroy, California.

NOTICE IS FURTHER GIVEN that on _____ at the hour of _____ p.m., in the Council Chambers of said City Hall, said report and assessment list shall be presented to the City Council of said City for consideration and confirmation. The confirmed costs of abating such nuisance referred to in such report shall constitute special assessments against such respective lots or parcels of land and shall constitute a lien on such property for the amount of such assessment until paid. Any and all persons interested, having any objections to said report and assessment list, or to any matter or thing contained therein, may appear at said time and place and be heard.

DATED: _____, 19_____.

_____

City Clerk, City of Gilroy

In addition to the posting and publication of such notice described above, the report and assessment list, together with a notice of the filing thereof and of the time and place when and where it will be submitted to the city council for hearing and confirmation, notifying property owners that they may appear at such time and place and object to any matter contained therein, shall be served on the property owner at least ten (10) days before the hearing by any of the following methods:

(1) By personal service on the owner of such property; or

(2) By sending a copy of such notice by registered or certified mail return receipt requested, addressed to the owner of the property at the address shown on the last available equalized assessment roll for the property, or as otherwise known, and by posting notice at or upon each entrance or exit of the property. (Ord. No. 96-18, § I, 10-7-96)

5B.26 Same—Hearing and confirmation.

At the time and place fixed for receiving and considering such report, the city council shall hear the same together with any objections which may be raised by any of the property owners liable to be assessed for the work of abating such nuisance; and the city administrator shall attend such meeting with his record hereof; and upon such hearing, the council may make such modifications in the proposed assessment there for as it may deem necessary, after which such report and assessment all be confirmed by resolution.

The amount of the cost of abating such nuisance referred to in such report shall constitute special assessments against such respective lots or parcels of land and after thus made and confirmed shall constitute a lien on such property for the amount of such assessment until paid. (Ord. No. 96-18, § I, 10-7-96)

5B.27 Same—Collection.

The director of administrative services shall cause the amount of the assessment to be entered on the city assessment roll opposite the description of the particular property, and the amount shall be collected together with all other taxes thereon upon the property. Thereafter, such amounts shall be collected at the same time and in the same manner as general city taxes are collected and shall be subject to the same penalties and interest and the same procedure and sale in case of delinquency as provided for city taxes. All laws and ordinances applicable to the levy, collection and enforcement of city taxes are hereby made applicable to such special assessment.

The property owner has the option, if he so desires, of paying the assessment directly to the collector's office before such entry on such assessment roll. (Ord. No. 96-18, § I, 10-7-96)

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[1]**Cross references**—Blighted residential property, Ch. 5C; Buildings, § 6.1 et seq.; graffiti regulations, § 12.5.1 et seq.; industrial development authority, § 8A.41 et seq.

The Gilroy City Code is current through Ordinance 2014-02, passed February 3, 2014.
Disclaimer: The City Clerk's Office has the official version of the Gilroy City Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: http://www.cityofgilroy.org/ (http://www.cityofgilroy.org/)
City Telephone: (408) 846-0204
Code Publishing Company (http://www.codepublishing.com/)

Chapter 8.24 PROPERTY BLIGHT

Sections:

8.24.010 Purpose of chapter.
8.24.020 Blighted property defined.
8.24.030 Time restriction—Parking.
8.24.040 General obligation.
8.24.050 Enforcement responsibility—Delegation of authority.
8.24.060 Abatement.
8.24.070 Restriction of use or occupancy—Dangerous condition.
8.24.080 Abatement procedures.
8.24.090 Procedures of this chapter—Cumulative.
8.24.100 Violation—Penalty.

8.24.010 Purpose of chapter.

The purpose of this chapter is to promote the health, safety, and general welfare of the citizens by requiring a level of maintenance of residential, commercial, and industrial property which will protect and preserve the livability, appearance, and social and economic stability of the city and which will also protect the public from the health and safety hazards and the impairment of property values which results from the neglect and deterioration of property.

(Ord. 12046 § 1, 1998: prior code § 15-1.01)

8.24.020 Blighted property defined.

Any property on which there exists any one or more of the following conditions or activities is a blighted property for the purpose of this chapter:

A. Abandoned Building or Structure.
   1. A building or structure which is not occupied, inhabited, used, or secured. For purposes of this chapter, a building or structure is unsecured when it is unlocked or the public can gain entry without the consent of the owner,
   2. Any partially constructed, reconstructed or demolished building or structure upon which work is abandoned. Work is deemed abandoned when there is no valid and current building or demolition permit or when there has not been any substantial work on the project for six months;

B. Attractive Nuisance. Property which is in an unsecured state so as to potentially constitute an attraction to children, a harbor for vagrants, criminals, or other unauthorized persons, or so as to enable persons to resort thereto for the purpose of committing a nuisance or unlawful act;

C. A Building or Structure Which is in a State of Disrepair.
   1.

Any building or other structure which by reason of rot, weakened joints, walls, floors, underpinning, roof, ceilings, or insecure foundation, or other cause has become dilapidated or deteriorated,

2. Any building or other structure with exterior walls and/or roof coverings which have become so deteriorated as to not provide adequate weather protection and be likely to, or have resulted in, termite infestation or dry rot,

3. Buildings or structures with broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers. For purposes of this chapter "window" shall include any glazed opening, including glazed doors, which upon a yard, court, or vent shaft open unobstructed to the sky,

4. Buildings or structures including, but not limited to, walls, windows, fences, signs, retaining walls, driveways, or walkways which are obsolete, broken, deteriorated, or substantially defaced to the extent that the disrepair visually impacts on neighboring property or presents a risk to public safety. For purposes of this chapter "defaced" includes, but is not limited to, writings, inscriptions, figures, scratches, or other markings commonly referred to as "graffiti" and peeling, flaking, blistering, or otherwise deteriorated paint.

D. Property Inadequately Maintained.

1. Property which is not kept clean and sanitary and free from all accumulations of offensive matter or odor including, but not limited to, overgrown or dead or decayed trees, weeds or other vegetation, rank growth, dead organic matter, rubbish, junk, garbage, animal intestinal waste and urine, and toxic or otherwise hazardous liquids and substances and material. For the purposes of this section the term "rubbish" shall include combustible and noncombustible waste materials, except garbage; and the term shall also include the residue from the burning of wood, coal, coke, and other combustible material; and the term shall also include paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, hay, straw, tin cans, metal, mineral matter, glass, crockery, and dust; and the term shall also include animal feed and the products of and residue from animal quarters. For the purposes of this section, the terms "animal" and "animal quarters" shall be as set forth in Chapter 6.04, Animal Control Regulations Generally, of this code,

2. Property which constitutes a fire hazard or a condition considered dangerous to the public health, safety, and general welfare,

3. Property which is likely to or does harbor rats or other vectors, vermin, feral pets, or other non-domesticated animal nuisances,

4. Property which substantially detracts from the aesthetic and economic values of neighboring properties including, but not limited to, personal property and wares and foodstuffs, premises garbage and refuse receptacles, and commercial and industrial business activities which are inadequately buffered from any street, sidewalk, or other publicly trafficked area or such buffering which is inadequately maintained. For the purposes of this section, "buffered" shall apply to the provisions set forth in Chapter 17.110 of the Oakland Planning Code,

5. Landscaping which is inadequately maintained or which is not installed as required by city codes or any permit issued in accordance with such codes,

6.

Matter including, but not limited to, smoke, odors, dust, dirt, debris, fumes, and sprays which is permitted to be transported by wind or otherwise upon any street, course, alley, sidewalk, yard, park, or other public or private property and which is determined to be a violation of federal, state, regional, or local air quality regulations,

7. Property including, but not limited to, building facade, window, doorway, driveway, walkway, fence, wall, landscaped planter or area, sidewalk, curb and gutter, and edge of street pavement on which dirt, litter, vegetation, garbage, refuse, debris, flyers, or circulars have accumulated,
8. Property on which a swimming pool, pond, stream, or other body of water which is abandoned, unattended, unfiltered, or not otherwise maintained, resulting in the water becoming polluted. "Polluted water" is defined for the purpose of this chapter, as water which contains bacterial growth, remains of garbage, refuse, debris, papers and any other foreign matter or material which constitutes an unhealthy or unsafe condition,
9. Parking lots, driveways, paths, and other areas used or intended to be used for commercial and industrial business activities including, but not limited to, selling, manufacturing, processing, packaging, fabricating, treating, dismantling, processing, transferring, handling, transporting, storing, compounding, or assembling which are inadequately maintained and pose a risk of harm to public health or safety including, but not limited to, unpaved surfaces which generate fugitive dust and paved surfaces with cracks, potholes, or other breaks,
10. Property on which recyclable materials are openly stored. For the purposes of this chapter, "open storage" means storage on private property other than in a completely enclosed building. Materials shall be deemed to be held in "open storage" even though screened from public view, or view of residents of adjacent property, by a fence or other such partition,
11. Property which is not securely fenced or adequately lighted to prevent illegal access and activity related to the dumping of garbage, waste, debris and litter.

"Recyclable materials" includes any materials, goods, vehicles, machinery, appliances, product or article, new or used, which is suitable for reuse;

E. Property Which Creates a Dangerous Condition.

1. Property having a topography, geology, or configuration which, as a result of grading operations, erosion control, sedimentation control work, or other improvements to said property, causes erosion, subsidence, unstable soil conditions, or surface or subsurface drainage problems as to harm or pose a risk of harm to adjacent properties,
2. Property whereon any condition or object obscures the visibility of public street intersections to the public so as to constitute a hazard, including but not limited to, landscaping, fencing, signs, posts, or equipment,
3. Conditions which due to their accessibility to the public pose a hazard including, but not limited to, unused and broken equipment, abandoned wells, shafts, or basements, hazardous or unprotected pools, ponds, or excavations, structurally unsound fences or structures, machinery which is inadequately secured or protected, lumber, trash, fences or debris that may pose a hazard to the public, storage of chemicals, gas, oil, or toxic or flammable liquids;

F. Parking, Storage or Maintenance of the Following in Areas Zoned for Residential Use.

1. Any construction or commercial equipment, machinery, material, truck or tractor or trailer or other vehicle having a weight exceeding seven thousand (7,000) pounds, or recyclable materials, as defined in this chapter, except that such items may be temporarily kept within or upon residential property for the time required for the construction of installation of improvements or facilities on the property,
2. Trailers, campers, recreational vehicles, boats, and other mobile equipment for a period of time in excess of seventy-two (72) consecutive hours in front or side yard areas.
   a. Any parking, keeping or storing of these items in the side or rear yard areas shall be either in an accessory building constructed in accordance with the provisions of this code or in an area which provides for a five-foot setback from any property line.
   b. In addition to the setback requirement, fifteen hundred (1,500) square feet or at least sixty (60) percent of the remaining rear yard area, whichever is less, must be maintained as usable outdoor recreational space.
   c. No item shall be parked, stored or kept within five feet of any required exit, including existing windows,
3. Any motor vehicle which has been wrecked, dismantled or disassembled, or any part thereof, or any motor vehicle which is disabled or which may not be operated because of the need for repairs or for any other reason for a period of time in excess of seventy-two (72) consecutive hours,
4. Any refrigerator, washing machine, sink, stove, heater, boiler, tank or any other household equipment, machinery, furniture, or other than furniture designed and used for outdoor activities, appliance or appliances, or any parts of any of the listed items for a period of time in excess of seventy-two (72) consecutive hours.

   This subsection does not prohibit the following:

   a. Machinery installed in the rear setback areas for household or recreational use,
   b. Furniture designed and used for outdoor activities,
   c. Any item stored or kept within an enclosed storage structure or unit. For the purpose of this subsection, a storage unit is a prefabricated enclosure which is not required to have a building permit and is not permanently affixed to the ground, but which is not on wheels or mobile,
5. Storing or keeping packing boxes, lumber, dirt and other debris, except as allowed by this code for the purpose of construction, in any setback areas visible from public property or neighboring properties for a period of time in excess of seventy-two (72) consecutive hours;
6. No item covered by this section shall be parked, stored, or kept between the front lot line and the front wall of the facility, including the projection of the front wall across the residential property lot line, except where such item is located in an approved driveway or approved parking space.

G. Activities Prohibited in Areas Zoned for Residential Uses.

1.

Wrecking, dismantling, disassembling, manufacturing, fabricating, building, remodeling, assembling, repairing, painting, washing, cleaning or servicing, in any setback area, of any airplane, aircraft, motor vehicle, boat, trailer, machinery, equipment, appliance or appliances, furniture or other personal property.

This chapter shall not prohibit the following:

a. Any owner, lessee or occupant of residential property may repair, wash, clean or service any personal property which is owned, leased, or rented by such owner, lessee or occupant of such property. Any such repairing or servicing performed in any such area shall be completed within a seventy-two (72) consecutive hour period. The provisions of this section shall apply to any truck, tractor, trailer, orother commercial vehicle weighing more than seven thousand (7,000) pounds.

b. A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property, or

c. A vehicle or part thereof which is stored or parked in a lawful manner or private property in connection with the business of a licensed dismantler, licensed vehicle dealer or a junkyard which is a legal nonconforming use. This exception shall not authorize the maintenance of a public or private nuisance as defined under provisions of law other than this chapter,

2. The use of any trailer, camper, recreational vehicle or motor vehicle for living or sleeping quarters in any place in the city, outside of a lawfully operated mobile home park or travel trailer park, subject to the following:

a. Nothing contained in this section shall be deemed to prohibit bona fide guests of a city resident from occupying a trailer, camper, or recreational vehicle upon residential premises with the consent of the resident for a period not to exceed seventy-two (72) consecutive hours.

b. Any trailer, camper, or recreational vehicle so used shall not discharge any waste or sewage into the city's sewer system except through the residential discharge connection of the residential premises on which the trailer, camper or recreational vehicle is parked;

H. Permit Requirement. Any use of property which does not have all required permits pursuant to city codes or where such permits have expired or been revoked;

I. General Conditions.

1. Any condition which is detrimental to the public health, safety or general welfare or which constitutes a public nuisance as defined in California Civil Code Section 3480,

2. Any condition of deterioration or disrepair which substantially impacts on the aesthetic or economic value of neighboring properties.

This chapter shall not prohibit the following: any property owned or leased by the city or the Redevelopment Agency which has been designated or acquired for the purpose of redevelopment or rehabilitation.

(Ord. 12046 § 2, 1998; prior code § 15-1.02)

8.24.030 Time restriction—Parking.

For purposes of this chapter an item is unlawfully parked, kept or stored in any area for a period of time in excess of seventy-two (72) consecutive hours when:

A. The item has not been removed from such area for an intervening period of time in excess of seventy-two (72) consecutive hours; or

B. The item has been parked, kept or stored during the intervening period of time upon any public street.

(Prior code § 15-1.03)

8.24.040 General obligation.

No person, firm, group, or corporation whether as owner, owner's agent or manager of the subject property, or as lessee, sublessee, or occupant in possession of the property shall maintain any property in a blighted condition or shall cause or permit the property to be blighted. No person, firm, group, or corporation shall take any action or allow any action to be taken in violation of any provision of this chapter or order issued pursuant thereto.

(Prior code § 15-1.04)

8.24.050 Enforcement responsibility—Delegation of authority.

The Building Official and his or her designees shall be responsible for the enforcement of this chapter and shall make such inspections and take such actions as may be required to enforce the provisions of this chapter. The Building Official is authorized to establish guidelines and interpretations to enforce the provisions of this chapter.

(Ord. 12046 § 3, 1998: prior code § 15-1.05)

8.24.060 Abatement.

A. Any condition set forth in this chapter may be abated by the Building Official, or his or her designee, in accordance with the procedures set forth in Chapter 15.08 of this code.

B. Actions taken to abate conditions set forth in this chapter may include, but are not limited to, assessment of fees, charges, penalties, and interest; and/or repair or removal of the condition; and/or installation and maintenance of physical barriers to deter the recurrence of or illegal access to the condition; and/or any other abatement action determined by the Building Official, or his or her designee, to be necessary.

(Ord. 12046 § 4, 1998: prior code § 15-2.01)

8.24.070 Restriction of use or occupancy—Dangerous condition.

Whenever any condition set forth in this chapter is determined by the Building Official, or his or her designee, to be dangerous and imminently hazardous to public health and safety, the use or occupancy of the blighted property may be restricted in accordance with the procedures set forth in Chapter 15.08 of this code. In addition to restricting the use or occupancy, the Building Official may require other abatement actions to be taken including, but not limited to, immediate repair or removal of the condition.

(Ord. 12046 § 5, 1998: prior code § 15-2.02)

8.24.080 Abatement procedures.

The Building Official, or his or her designee, may institute procedures for abatement of any conditions set forth in this chapter, except where such conditions are otherwise authorized or permitted by law. The provisions as set forth in Chapter 15.08 including, but not limited to, conditions of compliance which assure expeditious abatement of conditions by the property owner and Chapter 1.28 of this code shall apply to any such abatement. Fees, charges, penalties, and interest assessed for any abatement action performed by, or on behalf of, the city including, but not limited to, costs incurred in relocating occupants of the blighted property shall be recovered by the city in accordance with the provisions set forth in Chapter 15.08 of this code. The Building Official may establish time durations for abating blighting conditions which serve the best interests of the city and may subsequently limit or extend or otherwise adjust such durations for good cause.

(Ord. 12046 § 6, 1998: Ord. 11552 § 3, 1993; prior code § 15-2.03)

8.24.090 Procedures of this chapter—Cumulative.

A. Procedures used and actions taken for the abatement of property blight are not limited by this chapter. Procedures and actions under this code may be utilized in conjunction with, or in addition to, any other procedure applicable to the regulation of buildings, structures, or property, including, but not limited to, injunctive or other judicial relief, and the impositions of administrative penalties pursuant to the provisions of Chapter 1.28 of this code.

B. All property blight conditions which are required to be abated pursuant to the provisions and permit requirements of this chapter shall be subject to all provisions of this code including, but not limited to, building construction, repair or demolition and to all housing, zoning, traffic and fire code provisions, except that the provisions set forth in Title 12, Streets, Sidewalks, and Public Places, Chapter 16, Improvements Generally, Section 12.16.030 of this code shall not apply.

(Ord. 12046 § 7, 1998: prior code § 15-2.04)

8.24.100 Violation—Penalty.

Violation of this chapter shall constitute an infraction.

(Prior code § 15-2.05)

ARTICLE I. IN GENERAL

Sec. 8.5-1-1. Definitions.
Secs. 8.5-1-2—8.5-1-10. Reserved.

Sec. 8.5-1-1. Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Authorized local official means a Detroit police officer, or other City of Detroit employee or agent, who is authorized to issue blight violations in accordance with this chapter and the provisions of this Code that are designated as blight violations.

Blight violation means any unlawful act, or any omission or failure to act, which is designated by this Code as a blight violation pursuant to Section 4l(2) of the Michigan Home Rule Cities Act, being MCL 117.4l(2).

Blight violation determination means a determination that i) an alleged violator is responsible for one (1) or more blight violations as a result of the admission of responsibility for the allegation(s) in a blight violation notice, or ii) after an administrative hearing that a person is or is not responsible for one (1) or more blight violations, or iii) as a result of a decision and order of default for failing to appear as directed by the blight violation notice, or other notice regarding one (1) or more blight violations, at a scheduled appearance at the Department in accordance with Section 4q(8)(c) of the Michigan Home Rule Cities Act, being MCL 117.4q(8)(c).

Blight violation notice means a written violation notice prepared by an authorized local official which directs an alleged violator i) to pay the civil fine(s) specified in the notice, including any required fees or costs, for one (1) or more blight violations in accordance with the fines, fees, or costs specified in this Code and ii) to appear at the Department regarding the occurrence or existence of one (1) or more blight violations pursuant to Section 4q(8) of the Michigan Home Rule Cities Act, being MCL 117.4q(8).

Blight violation proceeding means an administrative process that results in a blight violation determination.

Bureau means the City of Detroit Department of Administrative Hearings.

City means the City of Detroit.

Code means the 1984 Detroit City Code.

Department means the City of Detroit Department of Administrative Hearings.

Emergency means any situation that reasonably constitutes a threat to the public interest, safety, or welfare.

Final decision and order means a final decision by an administrative hearings officer that a blight violation does or does not exist and constitutes a judgment for purposes of judicial review which may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.

Repeat offense means a second, or any subsequent, blight violation determination regarding a blight violation notice that is made within a one (1) calendar year for the same blight violation, except for a determination by an administrative hearings officer that a person is not responsible for a blight violation.

Violator means a person who is responsible for a blight violation.

(Ord. No. 23-04, § 1, 7-2-04)

Secs. 8.5-1-2—8.5-1-10. Reserved.

ARTICLE II. BLIGHT VIOLATION ACTIONS

DIVISION 1. - IN GENERAL
DIVISION 2. - BLIGHT VIOLATION NOTICES

DIVISION 1. IN GENERAL

Sec. 8.5-2-1. Violation of certain provisions of the city code designated as a blight violation.
Sec. 8.5-2-2. Civil fines for blight violations.
Sec. 8.5-2-3. Schedule of civil fines for blight violation notices; payment.
Secs. 8.5-2-4—8.5-2-10. Reserved.

Sec. 8.5-2-1. Violation of certain provisions of the city code designated as a blight violation.

(a) In accordance with Section 4l(4) of the Michigan Home Rule Cities Act, being MCL 117.4l(4), the City has determined that certain violations of this Code, as are specifically delineated, shall be designated as blight violations.

(b) Notwithstanding any other provision in this Code, a person who violates a provision of this Code that is designated as a blight violation is responsible for a blight violation.

(c) Each day that a violation of this Code which has been designated as a blight violation continues shall constitute a separate blight violation.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-2-2. Civil fines for blight violations.

(a) Civil fines for blight violations shall be established in the substantive City ordinance that contains the blight violation by the enforcing City department and be subject to the approval of City Council.

(b) A civil fine paid within a certain time period may be decreased by an amount, or by a percentage, as specified in the substantive City ordinance that contains the blight violation.

(c) A civil fine not paid within a required time period, or a civil fine for a repeat offense, may be increased by an amount, or by a percentage, as specified in the substantive City ordinance that contains the blight violation.

(d) In accordance with Section 4q(3) of the Michigan Home Rule Cities Act, being MCL 117.4q (3), the civil fine for any blight violation which is delineated in this Code may not exceed ten thousand dollars ($10,000.00).

(e)

Each day that a blight violation continues shall constitute a separate violation and, upon a blight violation determination, the violator shall be subject to a civil fine for each violation.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-2-3. Schedule of civil fines for blight violation notices; payment.

(a) The director of the enforcing City department shall forward a copy of any ordinance that establishes fines for one (1) or more blight violations to the Department prior to the date of publication of the ordinance.

(b) In accordance with the fines specified in this Code, the Director of the Department shall compile a schedule of civil fines for blight violations, which shall be made available by the Department.

(c) The schedule of civil fines shall be posted at the Department.

(d) The payment of a civil fine for one (1) or more blight violations, and any required fees and costs, may be made in cash, or through the use of a check or a money order that shall be made payable to "Treasurer, City of Detroit."

(Ord. No. 23-04, § 1, 7-2-04)

Secs. 8.5-2-4—8.5-2-10. Reserved.

Detroit, Michigan, Code of Ordinances >> Part III - CITY CODE >> CHAPTER 8.5 - BLIGHT VIOLATIONS >> ARTICLE II. - BLIGHT VIOLATION ACTIONS >> DIVISION 2. BLIGHT VIOLATION NOTICES >>

DIVISION 2. BLIGHT VIOLATION NOTICES

Sec. 8.5-2-11. Authorization to issue blight violation notices; warning notice by authorized local official permitted prior to issuance of blight violation notice in certain circumstances.
Sec. 8.5-2-12. Contents of a blight violation notice.
Sec. 8.5-2-13. Commencement of blight violation proceeding.
Sec. 8.5-2-14. Issuance of a blight violation notice.
Sec. 8.5-2-15. Service of blight violation notice.
Sec. 8.5-2-16. Admission of responsibility with explanation, or denial of responsibility, for blight violation notice.
Sec. 8.5-2-17. Failure to appear for blight violation notice.
Sec. 8.5-2-18. Enforcement of final decisions and orders; collection of defaults in payment for blight violation notices; attachment, garnishment, and writs of execution.
Sec. 8.5-2-19. Blight violation notice involving land, buildings, or structures; failure to pay civil fines; liens; notice of liens; enforcement and discharge; priority; action for collection of civil fines; period of lien.
Sec. 8.5-2-20. Appeals of finial decisions and orders.
Secs. 8.5-2-21—8.5-2-30. Reserved.

Sec. 8.5-2-11. Authorization to issue blight violation notices; warning notice by authorized local official permitted prior to issuance of blight violation notice in certain circumstances.

(a)

A city employee who is designated pursuant to this Code is hereby deemed to be an authorized local official to issue a blight violation notice that directs an alleged violator to appear at the department.

(b) Prior to the issuance of a blight violation notice, an authorized local official is permitted to issue a warning notice of a potential blight violation where:

(1) The potential violation is the first violation for the owner;

(2) The potential violation is not the result of an eviction; and

(3) The solid waste is less than ten (10) cubic yards.

(Ord. No. 23-04, § 1, 7-2-04; Ord. No. 19-09, § 1, 10-13-09)

Sec. 8.5-2-12. Contents of a blight violation notice.

A blight violation notice shall contain:

(1) The name and address of the alleged violator;

(2) The address of the Department where the alleged violator shall appear at as a result of the blight violation notice;

(3) The telephone number of the Department;

(4) The hours that the Department is open;

(5) The date and time by which the appearance shall be made;

(6) The blight violation(s) alleged and the action(s) to be taken to abate the violation(s);

(7) The maximum amount of the civil fine(s) that are scheduled for the alleged violation (s);

(8) The consequences for failure to appear, or to admit responsibility, or to pay the scheduled civil fine within the required time;

(9) A notice to inform the alleged violator that he or she may do one (1) of the following regarding the blight violation notice;

a. Before or by the date and the time specified for appearance, admit responsibility for the blight violation(s) by mail, or in person, or by representation; or

b. Admit responsibility with explanation or deny responsibility for the blight violation(s) by appearance at the Department on the hearing date that is contained on the blight violation notice;

(10) A warning in boldfaced type that the failure of the alleged violator to appear within the time specified on the blight violation notice may result in entry of decision and order of default; and

(11) Any applicable fees imposed by law or rule.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-2-13. Commencement of blight violation proceeding.

A blight violation proceeding may be commenced by an authorized local official for violation of one (1) or more provisions of this Code designated as a blight violation upon the issuance of a blight violation notice that directs the alleged violator to appear at the Department.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-2-14. Issuance of a blight violation notice.

(a) Each blight violation shall be issued only by an authorized local official as follows:

(1) An authorized local official may issue a violation notice to a person where:

a. The violation has occurred in the presence of the authorized local official and the violation notice contains the following statement immediately above the date and signature of the official: "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief."; or

b. Based upon investigation of a complaint by someone who allegedly witnessed the person commit a blight violation, the authorized local official has reasonable cause to believe that the person is responsible for a blight violation and the Corporation Counsel, or a designated assistant corporation counsel, provides written approval for issuance of the blight violation notice;

(2) A blight violation notice that is signed by an authorized local official shall be deemed to be made under oath where the violation(s) alleged in the blight violation notice occurred in the presence of such official and the blight violation notice contains the following statement immediately above the date and signature of the official: "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief";

(3) An authorized local official who witnesses a person commit a blight violation shall prepare and subscribe, as soon and as completely as possible, the requisite blight violation notice;

(4) The date and time for appearance contained within a blight violation notice shall be within the requisite period after issuance as specified by the rules and regulations adopted by the Department in accordance with section 2-111 of the 1997 Detroit City Charter, provided, that the hearings shall not be scheduled earlier than fourteen (14) days after the service of the blight violation notice on the violator, unless one (1) or more blight violation(s) constitutes an emergency as defined in Section 8.5-1-1 of this Code; and

(5) The date of appearance shall be the date of the hearing and shall be noted on the blight violation notice.

(b) Where a landlord has registered a rental property in accordance with the City's rental inspection program in order to rent premises for residential purposes, the City shall not issue a blight violation notice during, or as a result of, an inspection of the registered rental premises unless either of the following occurs:

(1) The landlord is given a written correction notice for the blight violation(s) and a reasonable opportunity to correct the circumstances before a reinspection of the premises or a date specified in the notice; or

(2) The violation is a direct result of the landlord's action or inaction and creates an emergency, as defined in section 8.5-1-1 of this Code, that presents an immediate risk of harm to people or damage to property including, but not limited to, a flooded basement or premises without heat.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-2-15. Service of blight violation notice.

Each blight violation notice shall be served by an authorized local official as follows:

(1) Except as provided for in subsection (2) of this section.

a. By personally serving a blight violation notice upon the alleged violator; or;

b. By sending a blight violation notice by certified mail, return receipt requested, and delivery restricted to the addressee. Service is made when the violator acknowledges receipt of the mail. A copy of the return receipt signed by the violator must be filed with the Department by the enforcing department in accordance with the rules and procedures adopted under section 2-111 of the 1997 Detroit City Charter.

(2) Where the blight violation notice involves the use or occupancy of land or of a building or other structure, the blight violation notice may be served upon the owner or occupant of the land, building, or structure:

a. By posting a blight violation notice on the land or by attaching a blight violation notice to the building or structure; and

b. By sending a blight violation notice by first class mail to the owner of the land, building, or structure at his or her last known address.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-2-16. Admission of responsibility with explanation, or denial of responsibility, for blight violation notice.

In the event that an alleged violator desires to admit responsibility "with explanation," or denies responsibility, the violator must appear at the Department on the date indicated on the blight violation notice. On such date, the Department shall conduct an administrative hearing pursuant to this Chapter and in accordance with its rules of procedure.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-2-17. Failure to appear for blight violation notice.

In the event that an alleged violator fails to appear or admit responsibility by mail at the Department by the date cited on the blight violation notice issued by an authorized local official, the Department shall issue a decision and order of default in accordance with its rules and procedures.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-2-18. Enforcement of final decisions and orders; collection of defaults in payment for blight violation notices; attachment, garnishment, and writs of execution.

In accordance with Section 4r(7) of the Michigan Home Rule Cities Act, being MCL 117.4r (7), where a violator defaults in the payment of a civil fine, fee, costs, or sanctions ordered by the Department regarding a blight violation notice brought by the City for a violation of this Code, the City may collect the fine, fee, costs, or sanctions by the means authorized for the enforcement of a final decision and order or judgment under Chapter 40 of the Michigan Revised Judicature Act, being MCL 600.4001 et seq., including attachment or garnishment, or Chapter 60 of the Michigan Revised Judicature Act, being MCL 600.6001 et seq., including the issuance of writs of execution.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-2-19. Blight violation notice involving land, buildings, or structures; failure to pay civil fines; liens; notice of liens; enforcement and discharge; priority; action for collection of civil fines; period of lien.

(a) In accordance with Section 4r(1) of the Michigan Home Rule Cities Act, being MCL 117.4r (1), where a violator fails to pay a civil fine, fee, costs, or sanctions ordered by a hearings officer regarding a blight violation notice brought by the City for one (1) or more violations concerning the use or occupation of land or a building or other structure, the City may obtain a lien against the land, building, or structure by recording a copy of the final decision and order with the County of Wayne Register of Deeds.

(b) In accordance with Section 4r(2) through (6) of the Michigan Home Rule Cities Act, being MCL 117.4r(2) through (6):

(1) The final decision and order shall not be recorded unless a legal description of the property is incorporated into, or attached to, the final decision and order;

(2) The lien is immediately effective upon the recording of the final decision and order with the County of Wayne Register of Deeds;

(3) The final decision and order that is recorded with the County of Wayne Register of Deeds shall constitute notice of the pendency of the lien;

(4) The City shall send written notice of the lien by first class mail to the owner of record of the land, of the building, or of the structure at his or her last known address;

(5) The lien may be enforced and discharged by the City in a manner prescribed by the 1997 Detroit City Charter, by this Code, and by the Michigan General Property Tax Act, being MCL 211.1 through MCL 211.157, with the exception that such property is not subject to forfeiture, foreclosure, or sale under Sections 78 to 79a of the Act, being MCL 211.78 to 211.79a, for nonpayment of a civil fine ordered by a hearings officer under this chapter unless the property is also subject to forfeiture, foreclosure, and sale under Sections 78 to 79a of the Act, being MCL 211.78 to 211.79a, for delinquent property taxes;

(6) The lien has priority over any other lien unless one (1) or more of the following apply:

a. The other lien is a lien for taxes or for special assessments;

b. The other lien is created before May 1, 1994;

c. Federal law provides that the other lien has priority;

d. The other lien is recorded before the lien created under Chapter 87 of the Michigan Revised Judicature Act, being MCL 600.8731, is recorded.

(7) The lien shall not continue for more than ten (10) years after a copy of the court order imposing the civil fine is recorded unless an action to enforce the lien is commenced during the ten (10) year period; and

(8) An attempt by the City through commencement of an action in a court of competent jurisdiction to collect the civil fines, fees, costs, and sanctions imposed by a decision and order does not invalidate or waive the lien upon the land, the building, or the structure.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-2-20. Appeals of finial decisions and orders.

(a) Pursuant to section 4q(17) of the Michigan Home Rule Cities Act, being MCL 117.4q(17), within twenty-eight (28) days after entry of a decision and order by the hearing officer, either

party may file an appeal in accordance with the administrative rules promulgated by the Department pursuant to section 2-111 of the 1997 Detroit City Charter.

(b) Pursuant to Section 4q(17) of the Michigan Home Rule Cities Act, being MCL 117.4q(17), the appeal of the final decision and order of an administrative hearing officer is to the Wayne County Circuit Court.

(Ord. No. 41-04, § 1, 11-17-04)

Secs. 8.5-2-21—8.5-2-30. Reserved.

ARTICLE III. ADMINISTRATIVE HEARINGS

DIVISION 1. - HEARINGS DEPARTMENT
DIVISION 2. - HEARINGS OFFICERS

DIVISION 1. HEARINGS DEPARTMENT

Sec. 8.5-3-1. Bureau established; name.
Sec. 8.5-3-2. Jurisdiction of the department.
Sec. 8.5-3-3. Employees.
Sec. 8.5-3-4. Rules and procedures.
Sec. 8.5-3-5. Fees.
Sec. 8.5-3-6. Equitable action not precluded by blight violation proceeding.
Secs. 8.5-3-7—8.5-3-20. Reserved.

Sec. 8.5-3-1. Bureau established; name.

(a) As authorized by Section 4q(1) of the Michigan Home Rule Cities Act, being MCL 117.4q(1), the City hereby establishes a bureau for administrative hearings.

(b) The name of the bureau for administrative hearings shall be the "City of Detroit Department of Administrative Hearings."

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-3-2. Jurisdiction of the department.

(a) Pursuant to Sections 4q(1) and 4q(11) of the Michigan Home Rule City Act, being MCL 117.4q(1) and MCL 117.4q(11), and Section 8313(2) of the Michigan Revised Judicature Act, being MCL 600.8313(2), the department shall have jurisdiction:

(1) To hold adjudicatory hearings by hearings officers, who shall make blight violation determinations pursuant to blight violation notices issued under this chapter;

(2) To accept admissions of responsibility for blight violation notices;

(3) To impose fines, costs, and other sanctions for violations of this Code designated as blight violations and impose reasonable and proportionate sanctions consistent with this Code and in accordance with Section 4q(11) of the Michigan Home Rule City Act, being MCL 117.4q(11) concerning blight violations;

(4) To waive fines for violations of this Code designated as blight violations at owner-occupied dwellings for first-time violators who have corrected the circumstances of the blight violations in accordance with Section 4q(3) of the Michigan Home Rule City Act, being MCL 117.4q(3);

(5) To collect fines, fees, and costs for blight violations as prescribed by this Code;

(6) To impose a justice assessment in the amount of ten dollars ($10.00) for each blight violation determination pursuant to Section 4q(13) of the Michigan Home Rule City Act, being MCL 117.4q(13);

(7) To issue a final decision and order concerning whether one (1) or more blight violation exists, including any fines, fees, costs, or other sanctions for the violation, in accordance with this Code, which shall constitute a final decision and order for purposes of judicial review and enforceable in the same manner as a judgment entered by a court of competent jurisdiction pursuant to Section 4q(16) of the Michigan Home Rule City Act, being MCL 117.4q(16); and

(8) To issue a final decision and order which may contain any action that, as a result of the blight violation, the violator must comply with under this Code.

(b) Pursuant to Section 4q(3) of the Michigan Home Rule City Act, being MCL 117.4q(3), the Department shall not have jurisdiction over criminal offenses, traffic civil infractions, municipal civil infractions or state civil infractions.

(c) Pursuant to Section 4q(3) of the Michigan Home Rule City Act, being MCL 117.4q(3), the Department and its hearings officers shall not have authority to impose a penalty of incarceration or a civil fine in excess of ten thousand dollars ($10,000.00).

(Ord. No. 23-04, § 1, 7-2-04; Ord. No. 19-09, § 1, 10-13-09)

Sec. 8.5-3-3. Employees.

The Department may employ persons necessary to administer the Department.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-3-4. Rules and procedures.

In accordance with section 2-111 of the 1997 Detroit City Charter, the Director of the Department shall adopt rules and procedures for the adjudication of blight violation notices, including rules and procedures to set aside the entry of a decision and order of default.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-3-5. Fees.

(a) The Department hearings officers shall be authorized to impose a justice system assessment fee in the amount of ten dollars($10.00) for each blight violation determination.

(b) The Director of the Department shall establish a fee schedule, subject to approval of City Council, for the processing and adjudication of blight violation notices.

(Ord. No. 23-04, § 1, 7-2-04; Ord. No. 41-04, § 1, 11-30-04)

Sec. 8.5-3-6. Equitable action not precluded by blight violation proceeding.

The City shall not be precluded from bringing an equitable action against an alleged violator to restrain, to prevent, or to abate any violation of this Code.

(Ord. No. 23-04, § 1, 7-2-04)

Secs. 8.5-3-7—8.5-3-20. Reserved.

DIVISION 2. HEARINGS OFFICERS

Sec. 8.5-3-21. Appointment; training, removal.
Sec. 8.5-3-22. Authority and duty of hearings officers.
Secs. 8.5-3-23—8.5-3-30. Reserved.

Sec. 8.5-3-21. Appointment; training, removal.

(a) In accordance with the City Charter, the Mayor shall appoint hearings officers for the Department to conduct adjudicatory hearings and make determinations of responsibility under this Chapter.

(b) In accordance with Section 4q(11) of the Michigan Home Rule Cities Act, being MCL 117.4q (11), all hearings officers appointed under this section shall be attorneys licensed to practice law in the State of Michigan for at least five (5) years and shall successfully complete a formal training program before conducting administrative adjudication proceedings.

(c) In accordance with Section 4q(11) of the Michigan Home Rule Cities Act, being MCL 117.4q (11), hearings officers shall only be removed for reasonable cause.

(Ord. No. 23-04, § 1, 7-2-04)

Sec. 8.5-3-22. Authority and duty of hearings officers.

(a) In accordance with Section 4q of the Michigan Home Rule Cities Act, being MCL 117.4q hearings officers shall be authorized to conduct administrative hearings and make determinations, pursuant to the issuance of a blight violation notice, and shall have the authority:

(1) To hear testimony and accept evidence that is relevant to the existence of a blight violation;

(2) To issue subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon request of a party or a party's attorney;

(3) To preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing; and

(4) To take any other action related to the adjudication of a blight violation notice in accordance with this Chapter and as authorized by Section 4q of the Michigan Home Rule Cities Act, being MCL 117.4q.

(b) In accordance with Section 4q(11) of the Michigan Home Rule Cities Act, being MCL 117.4q (11), hearings officers shall be authorized, consistent with this Code, to impose reasonable and proportionate sanctions concerning blight violations.

(c) In accordance with Section 4q(16) of the Michigan Home Rule Cities Act, being MCL 117.4q (16), hearings officers shall be authorized to issue final decisions concerning whether a blight violation exists which shall constitute final decisions and orders for purposes of judicial review, and shall be enforceable in the same manner as a judgment entered by a court of competent jurisdiction.

(d)

Hearings officers shall be authorized to issue orders consistent with the Department's rules and procedures that are adopted pursuant to Section 2-111 of the 1997 Detroit City Charter.

(Ord. No. 23-04, § 1, 7-2-04)

Secs. 8.5-3-23—8.5-3-30. Reserved.

Attachment 4

18.07.090 Community Character Overlay Zones

1. Purpose and Intent

   The purpose of this section is to provide flexibility in zoning standards for certain areas of the County to reflect their uniqueness and individual character. The zoning standards described below shall be instituted in lieu of the corresponding standards specified elsewhere in this Title. All other applicable zoning standards shall apply. In the event of a conflict, the standards specified by the Community Character Overlay Zone shall control.

2. Community Character Overlay (CCO) Zones are applied as depicted on the official Zoning Map and indicated as a suffix to the underlying zoning.

3. Josh Community Character Overlay Zone (JCCO) – this CCO applies to all lands in Joshtown.

   a. All signs within 100 feet of the edge of the right-of-way of Josh Street shall be at least 2,500 square feet in area and shall be internally and externally illuminated with flashing lights.

   b. All properties within the R-1 zone district shall have a minimum and maximum front yard setback of 25 feet.

   c. No fences, hedges, or walls shall be permitted in the front-yard setback.

   d. No Special Event Permit shall be required for events on Josh Days.

   e. Joshmarts shall be permitted by right in any zone district.

   f. Accessory garages may be permitted up to the height the principal permitted uses in the zone district.

Attachment 5

Independence – the potential for varying standards for an Overlay were discussed with Independence Civic Club representatives and at the community workshop, including more stringent standards for trees and historic resources, and relaxations on Junk, recreational vehicle storage, storage in yards, parking, and height requirements. Staff recommends proceeding with crafting regulations for these issues. Some residents opined that single-family residences should be permitted within the CB zone; staff does not concur. The Overlay boundary would coincide with the townsite boundary.

Keeler/Darwin – residents of Keeler and Darwin expressed concern for Junk, fence height, animal keeping, storage in required yards, recreational vehicle storage, and existing structures that encroach into paper streets in Darwin in particular. Staff recommends proceeding with an Overlay for these issues, except for structures that encroach into paper streets. Potential standards include allowing Junk for non-commercial purposes by right and requiring a Modification permit for commercial purposes, providing some measure of health and safety for Junk, allowing fence heights up to eight feet, providing for animal keeping in Keeler on lots under ½ acre with a Modification permit, allowing for some limitation on storage containers (such as four on lots less than 9,000 square feet and up to eight on larger lots in Keeler, and four on lots less than 10,000 square feet and up to eight on larger lots in Darwin), and continuing to allow for storage in required front and corner side yards. Staff believes that encroachment of structures into streets should not be permitted; the County can work with residents to adjust property boundaries on a case-by-case basis, or through a broader effort. The Overlay boundary would coincide with the townsite boundary.

Olancha/Cartago – residents at the community meeting expressed general disdain for standards of any kind. In particular, those speaking generally supported waiving all standards related to Junk, fence height, recreational vehicle storage, storage in required yards, and storage containers. Several residents expressed support for some limitation for these issues. Staff believes that residents at the meeting may not be representative of general sentiments in the community, and recommends a more limited approach to relaxing standards, including providing for health and safety standards for Junk, providing a maximum fence height (such as 12 feet), limiting the number of storage container (such as to four on lots up to an acre and up to eight on larger lots), and continuing to allow for storage in required front and corner side yards. The Overlay boundary would generally encompass non-Open Space zoning in the towns. The Planning Commission concurred with this approach.

Tecopa – interest was expressed for a nuanced approach to Junk, as well as greater fence heights in the front yard, more flexibility for animal keeping, and no limitation on storage in required side and corner side yards or recreational vehicle storage. Staff recommends allowing fence heights up to six feet in the required front yard, allowing for animal keeping on lots less than ½ acre with a Modification permit, and eliminating requirements for recreational vehicle storage and storage in yards. The Overlay boundary would generally encompass the non-OS zoning in Tecopa.

Trona/Homewood Canyon – staff met with residents of Trona and Homewood Canyon, who expressed interest in an overlay. Based on the input, staff recommends allowing for fence heights up to 12 feet, eliminating storage requirements in required yards, and allowing storage of up to eight recreational vehicles.

For Clerk's Use Only:
AGENDA NUMBER

31

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meeting of May 6, 2014.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
32

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 11 a.m. ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 20, 2014

SUBJECT: West-wide Energy Corridor Programmatic Environmental Impact Statement and other Transmission Planning in Inyo County

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the transmission planning relevant to Inyo County, including the West-wide Energy Corridor Programmatic Environmental Impact Statement, and consider directing staff to prepare correspondence in regards thereto and authorizing the Chair to sign.

SUMMARY DISCUSSION: Numerous transmission planning efforts have occurred over previous years to accommodate potential renewable energy development, including the West-wide Energy Corridor Programmatic Environmental Impact Statement (PEIS), California's transmission planning, and Nevada's transmission planning.

West-wide Energy Corridor Programmatic Environmental Impact Statement

Section 368 of the Energy Policy Act of 2005, Public Law 109-58 (H.R. 6), enacted in 2005, directs the Secretaries of Agriculture, Commerce, Defense, Energy, and the Interior to designate corridors on federal land in 11 Western States (Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming) for oil, gas, and hydrogen pipelines and electricity transmission and distribution facilities. A PEIS for the corridors, including through the County (refer to Attachment 1), was prepared and corresponding Records of Decision (ROD) were adopted in 2009. The Board received a presentation from the Agencies' representatives on January 15, 2008 regarding the PEIS. Correspondence from the County regarding the draft PEIS is included in Attachment 2, as well as the responses from the final PEIS.

Multiple organizations filed a complaint raising a variety of challenges to the ROD. A Settlement Agreement with specific actions was ultimately approved, with four principal components:

- Complete an interagency Memorandum of Understanding (MOU) addressing periodic corridor reviews;
- Update agency guidance;
- Update agency training; and
- Complete a Corridor Study.

In fulfillment of the Settlement Agreement, an MOU was executed in 2013. The MOU includes a Work Plan for the Regional Periodic Reviews. The Agencies also approved a Work Plan for the Corridor Study with the execution of the MOU.

Recently, the Agencies released a Request for Information to assist in development of the Corridor Study and provide the foundation for the initial review (refer to Attachment 3). Comments are due by May 27, 2014. Staff understands that Mono County is facilitating a presentation from the Agencies in July, and intends to invite the Agencies for a Board workshop at that time.

Nevada Transmission Planning

At its meeting of October 16, 2012, the Board received a presentation from the Director of the Nevada Office of Energy, including transmission that is being planned to connect prospective renewable energy production in central Nevada to southern California through Inyo County, comprising potentially transmission enhancements through the Deep Springs area and south through western Inyo County (refer to Attachment 4). The County subsequently transmitted correspondence to Bureau of Land Management (BLM) representatives requesting coordination (refer to Attachment 5). Additional transmission upgrades are proposed through this and other Nevada planning initiatives along the border that may provide access for renewable energy development in Southeast Inyo County.

California Transmission Planning

The California Energy Commission (CEC) has been evaluating potential transmission upgrades through Inyo County via the Renewable Energy Transmission Initiative[1] and the Desert Renewable Energy Conservation Plan.[2] The California Public Utilities Commission (CPUC) and the California Independent System Operator (CAISO)[3] also have transmission planning responsibilities. The California Transmission Planning Group,[4] a group of transmission owners and operators, has been involved in transmission planning as well. These efforts have resulted in discussions about potentially upgrading transmission through western Inyo County, as well as upgrades south of the County that might provide for renewable energy development in southern Inyo County.

OTHER AGENCY INVOLVEMENT: Multiple agencies involved in transmission planning, including the BLM, Forest Service, Department of Energy, CEC, CAISO, CPUC, State of Nevada, etc.

FINANCING: General Planning Department funds are utilized to monitor federal and State planning efforts.

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1 Refer to http://www.energy.ca.gov/reti/.
2 Refer to http://www.drecp.org/.
3 Refer to http://www.caiso.com/planning/Pages/TransmissionPlanning/Default.aspx.
4 Refer to http://www.ctpg.us/.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

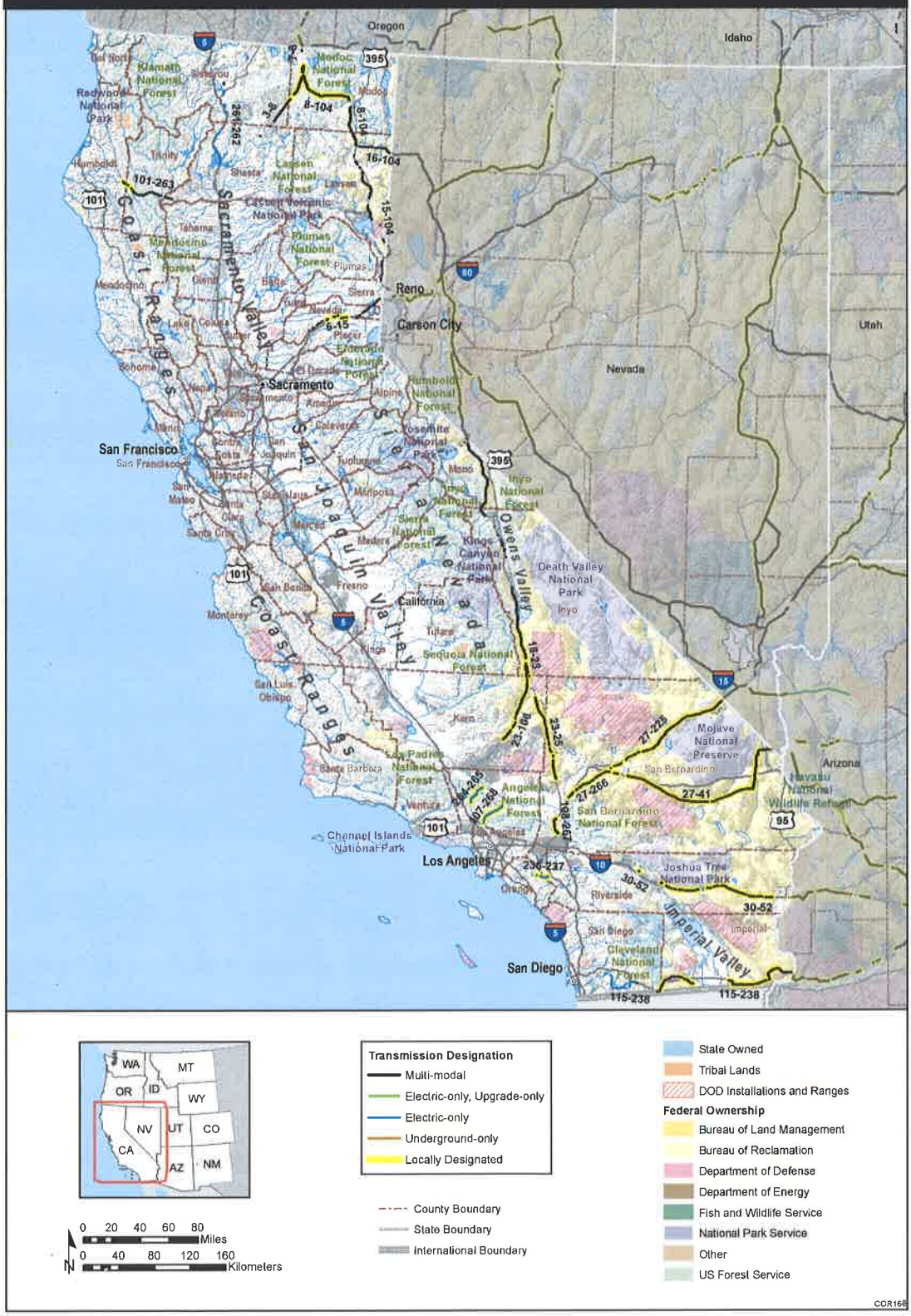
DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

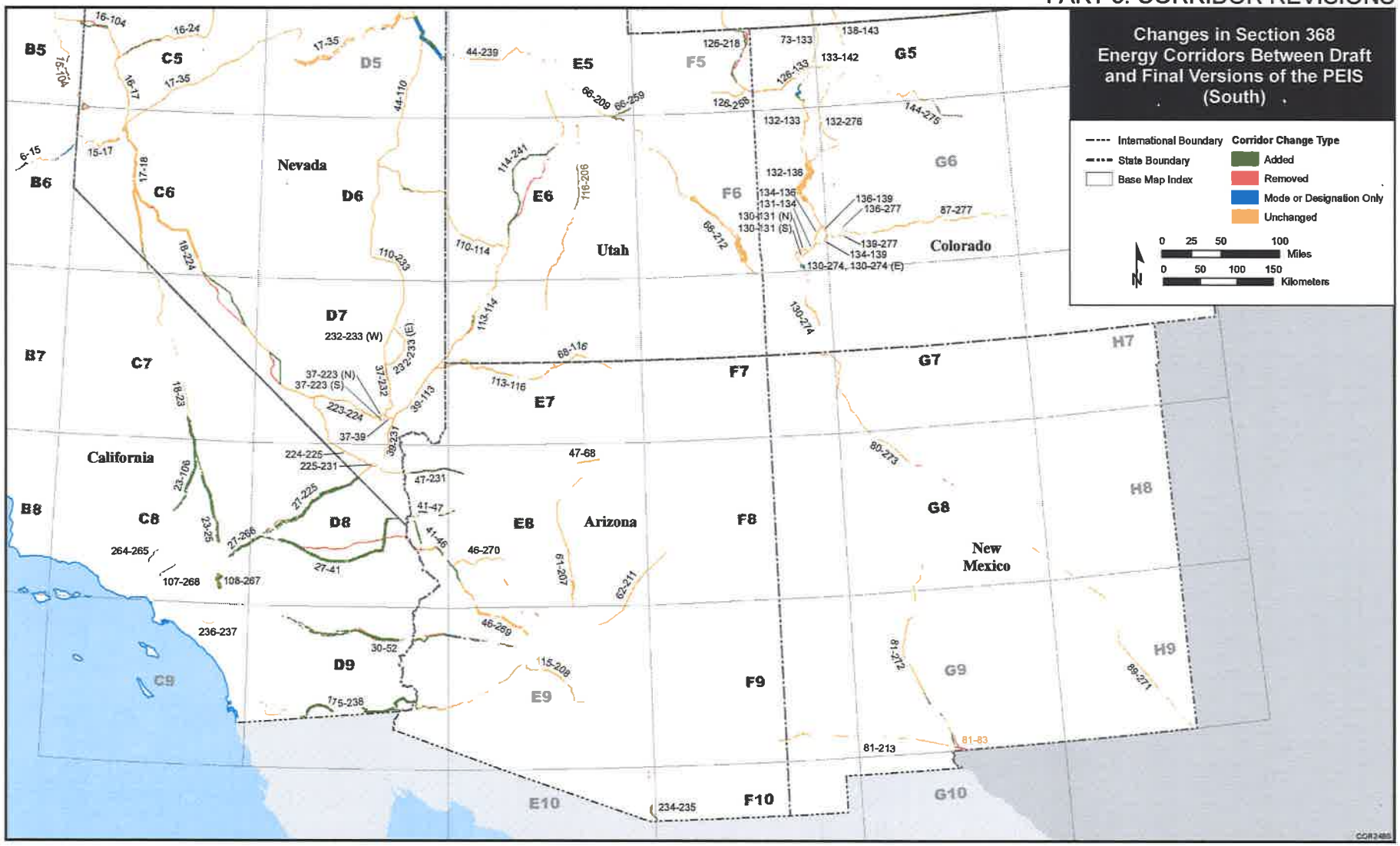
Date: 5-14-14

Attachment:

1. PEIS Corridors through Inyo County
2. Inyo County Correspondence and Responses from PEIS
3. Request for Information
4. Excerpts from Nevada Transmission Initiative Routing Study
5. Board Correspondence regarding Transmission Planning dated November 20, 2012

Proposed Section 368 Energy Corridors
- CALIFORNIA -




Changes in Section 368 Energy Corridors Between Draft and Final Versions of the PEIS (South)
International Boundary
State Boundary
Base Map Index
Corridor Change Type
Added
Removed
Mode or Designation Only
Unchanged
0 25 50 100 Miles
0 50 100 150 Kilometers
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66-209
66-259
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131-134
130-131 (N)
130-131 (S)
136-139
136-277
87-277
139-277
134-139
130-274, 130-274 (E)
89-212
130-274
110-233
110-114
18-224
232-233 (W)
232-233 (E)
113-114
68-116
113-116
37-223 (N)
37-223 (S)
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March 11, 2008

Re: West-Wide Energy Corridor Draft Programmatic Environmental Impact Statement

To whom it may concern,

The Inyo County Board of Supervisors is highly concerned about potential impacts to the Owens Valley from the West-Wide Energy Corridor Draft Programmatic Environmental Impact Statement (EIS). These concerns include:

- Visual/aesthetic impacts from expanding existing energy corridors in the Owens Valley | 50385-001
- Economic impacts to recreation from expanded energy corridors in the Owens Valley | 50385-002
- Reduced access to public lands from expanding existing energy corridors in the Owens Valley | 50385-003
- Taking of private property through eminent domain to accommodate expanded energy corridors, or devaluation of property values from expanded energy corridors | 50385-004
- Limiting expansion to existing energy corridors in the Owens Valley | 50385-005
- Impacts to plants and wildlife from expanded energy corridors in the Owens Valley | 50385-006

The Board of Supervisors and the Planning Department have specific questions that it recommends be addressed and incorporated into the Final EIS:

1. Table A in Volume Two lists new proposed corridors in the Owens Valley containing electric transmission lines only, yet Table F in Volume Two lists multimodal (oil, gas and hydrogen pipelines and electric power lines) as the proposed use. What use or uses are planned for new energy corridors in the Owens Valley? | 50385-007
2. North of and through the City of Bishop, there is one active energy corridor, utilized by the City of Los Angeles Department of Water and Power (DWP). South of Bishop, two energy corridors exist, one for DWP and the other for Southern California Edison. It is unclear from the map (Part 2: State Base Map Series) if new energy corridors are being proposed in the Owens Valley. Will the proposed action add more energy corridors on federal public lands, DWP lands, or private property in the Owens Valley? If new energy corridors are being proposed, where will they be located? | 50385-008
3. Under the U.S. Bureau of Land Management's (BLM) current Resource Management Plan (RMP) for the Owens Valley, energy corridors are one half mile wide in the Owens Valley. The proposal seeks an energy corridor of 1,320 feet wide (about a quarter of a mile). What impact will the proposed action have on the current width of energy corridors in the Owens Valley? | 50385-009

4. The BLM's current RMP for land located in the Owens Valley does not designate specific types of energy corridors (i.e. oil, gas, hydrogen, electric). Will the RMP have to be revised to accommodate the proposed action? 50385-010
5. What impacts will the proposed action have on private property, plants and wildlife, and access/recreation on BLM land in the Owens Valley? 50385-011

Thank you for the opportunity to comment. If you have any questions, please contact Matt Gaffney, Inyo County Planning Department, at (760)-873-7423.

Sincerely,

Pat Cecil, Director
Inyo County Planning Department

TABLE 1 (Cont.)

Commentor	Comment Document ID Number	Comment Response ID Number(s)
Callaghan, Susan	00135	1.1, 2.1
Callen, Peter	NMA35	2.1, 2.2
Calomeni, James	50021	2.2
Camp, Nancy	50351	1.1, 1.2, 1.4, 2.2, 13.1, 26.1
Campbell, Doug	50475	1.1, 1.2, 2.1, 3.3, 6.1, 15.1, 16.1, 19.1
Campbell, Melissa	NVL13	2.1, 2.2
Campbell, Kathleen	00135	1.1, 2.1
Canaca, Laura	00074	1.1, 2.1, 22.1
Cape, Chris	50082	1.1
Capozzelli, J.	00045	1.4, 2.1, 2.2, 3.3, 6.2, 8.3, 12.1, 18.1, 18.2, 26.1
Capra, Stephen	50473	1.1, 1.2, 1.4, 1.5, 2.1, 2.2, 2.3, 2.5, 3.1, 4.1, 4.2, 5.1, 5.2, 6.1, 6.2, 7.2, 9.1, 12.1, 12.2, 12.3, 12.4, 14.2, 17.2, 17.4, 18.1, 18.2, 18.3, 19.1, 21.2, 22.1, 26.1, 30.1, 31.1, 32.1, 33.3, 36.3
Carlton, Gloria	50042	6.1, 6.2, 26.1
Carney, Jeremy	00135	1.1, 2.1
Carpenter, Keith	50222	1.4
Carroll, Rachel	50211	2.2, 26.2
Carskaddan, Phillip	50363	1.2, 1.4
Carson, Linda	50350	1.2
Casson, Maria	50055	5.1, 6.1, 6.2, 12.1, 26.1
Cater, Wesley	50371	1.1, 1.2, 11.1
Catlin, James	50271	1.1, 6.1
Catlin, Jim	UTS03	1.1, 3.3
Caufield, Terrance	00032	1.1, 1.2
Caulfield, Marion	00030	1.1, 1.2
Cecchini, Dan	50519	22.1
Cecil, Pat	50385	1.1, 3.3, 8.2, 13.1, 13.2, 14.1, 30.1, 32.1, 32.2
Chamberlain, Barbara	00044	1.1, 2.2, 2.3, 4.3, 5.2, 8.3, 13.1, 17.2, 17.4, 17.5, 22.1, 23.1, 26.1, 27.1, 29.1, 32.1, 33.2
Chambers, Luane	50136	2.2
Chandler, Bob	00135	1.1, 2.1
Chandler, Kathleen	50327	1.1, 1.4, 2.2, 5.2, 6.2, 26.1
Chandler, Susan	00169	26.2
Charvat, Jan	00143	2.2, 3.3, 6.1, 26.1
Cherry, Francis	NVL01	1.1, 1.2, 2.1, 3.3, 5.1, 8.1, 8.2, 12.4, 18.1, 38, 39
Childress, Rick	00158	3.1, 3.3, 5.4
Christopher, Kent	50404	1.4, 22.1
Christopher, Ethel	00135	1.1, 2.1
Churchman, Patricia	50041	2.2
Cipolla, Tony	CAO38	38
Clark, Roger	50504	1.1, 1.4, 1.5, 2.1, 2.2, 2.3, 3.2, 3.3, 4.1, 4.2, 5.2, 8.3, 9.1, 12.3, 12.4, 18.1, 18.2, 18.3, 21.1, 21.2, 26.1
Clark, Trent	50431	19.1
Clary, Donald Clary	50563	1.2, 14.1, 14.2, 14.4, 14.6, 22.1
Cleary, Edward	00194	2.2, 3.2, 6.1, 8.3, 12.1, 18.1, 26.1
Clennan, Patrick	NVL04	32.1
Cobb, Dean	50046	26.1
Coby, Alonzo	00078	1.1, 1.4, 14.2, 14.3, 14.4, 18.1
Coffin, Ingrid	50332	1.2, 12.1
Cohen, Vicki	50328	6.1
Colbert, Chistopher	00034	2.1, 3.1

Table 1 lists all of the individuals that provided comments on the draft PEIS, but not the approximately 13,000 members of the Wilderness Society that submitted a signed comment "form" letter (or slightly revised version of the letter), nor the 388 members of the Wild Horse Observer Association who submitted largely standardized letters and/or completed survey forms. Table 2 lists all of the organizations (federal, state, local and Tribal governments, environmental groups, and industry) that provided comments on the draft PEIS. Table 3 contains an alphabetical listing of the names of the 388 members of the Wild Horse Observers Association who sent comment letters and/or checked a standardized survey form. The names of the 13,414 Wilderness Society members who submitted a signed form letter are presented alphabetically in Table 4. The table headings for Tables 3 and 4 include the identification numbers of the Agency responses that address the concerns identified in the letters.

Immediately following each commentor name in either Table 1 or 2 is the comment document number assigned to that submittal, which is then followed by the identification number(s) directing the reader to the Agencies' response(s) presented in the following sections that these responses address the concern(s) raised by the commentor in their comment document. Thus, to identify the Agencies' response to a particular commentor's concerns, an interested party can look up a commentor's name or organization, locate the corresponding comment response identification numbers that identify the Agencies' response to the major concerns raised by the commentor, and review the responses, which are presented below. As previously discussed (see Section 1, Introduction), all the comment documents are provided on the CD that is included with Volume IV of the final PEIS.

TOPIC 1: CORRIDOR LOCATION OR CONFIGURATION

Comments related to corridor location or corridor configuration ranged from (1) support for/against specific corridor locations, requests for new corridors, requests for changes in corridor characteristics, or requests for additional information on corridor locations and effects; (2) concerns about corridors being designated on nonfederal lands and affecting communities on those lands; (3) calls for corridor designation to involve local agencies and include regional, state, and county planning efforts; (4) requests that corridors be sited to avoid sensitive lands and resources; (5) suggestions that all existing rights-of-way (ROWs) and locally designated corridors be used as Section 368 corridors before new corridors are sited; and (6) there should be separate corridors designated for each type of energy transport project. Some commentors provided only suggestions/requests for new corridor locations or adjustments to proposed corridor adjustments, while others provided additional information for specific corridor locations.

1.1 Concern: Comments expressed support for/against specific corridor locations, requested new or alternative corridors (including adoption of project-specific ROWs as corridors), or requested changes in the width or proposed use (e.g., "corridor should be for electric transmission only") of specific corridor segments. Some commentors requested additional corridor-specific location and effects information. Others requested that the Agencies designate more corridors than those presented in the draft PEIS.

Response: A number of commentors did not like the locations of one or more of the proposed Section 368 energy corridors because they simply did not want a corridor in the proposed location, or on the basis of a specified environmental or social concern. The siting of energy transport corridors across the western landscape posed many challenges. The

landscape is constrained by topography, resource use, many special use designations, and other considerations. The proposed energy corridors identified in the draft PEIS were sited using a three-step process that identified a number of important lands and resources to be avoided to the fullest extent possible. During this process, the Agencies identified a number of important lands and resources where the Agencies made every effort not to propose Section 368 energy corridors. This siting process is shown in Figure 2.2.3 and discussed in Section 2.2.1 of Volume I of the PEIS, while the types of sensitive lands and resources identified for avoidance are presented in Table 2.2-7. In all cases where corridors intersect or approach sensitive lands or resources, the corridor locations represent compromises among many siting challenges. Most often, intersections follow existing infrastructure in order to avoid placing corridors in "greenfield" (undeveloped) locations.

To address comments regarding corridor locations, as well as to incorporate additional information provided by local federal land managers, a fourth step was added to the corridor siting process (see Section 2.1.1 of Volume I of the final PEIS). In cases where commentors requested specific changes in the locations of specific proposed corridors or requested a completely alternative siting, the Agencies reexamined the corridors identified in the comments with regard to the first three steps of the siting process (see Section 2 of Volume I of the PEIS) to determine whether the suggested change would be consistent with the siting process and criteria used to site Section 368 energy corridor. Corridors that underwent adjustments in routing, width, or energy transport use designation between the draft and final PEIS are identified in Appendix K in Volume II of the final PEIS. Appendix K also identifies the corridors that the Agencies declined to change, and explains the versions why the Agencies decided against making a change.

During scoping for this PEIS, the Agencies reviewed many requests to develop corridors for specific energy projects or proposed applications (see Figure 2.1-1 of Volume I of the PEIS). These requests were considered in the aggregate and used as an indication as to where energy corridors might be needed in the West. None of the Section 368 energy corridors were located to support individual applications or projects. Similarly, no new Section 368 energy corridors were identified to support project-specific requests for new corridors received during the public comment period for the draft PEIS.

With regard to requests for more corridor-specific information (such as width characteristics and compatible energy transport uses), corridor-specific information was presented in the Appendix F, Volume II of the draft PEIS, and map-based information was provided in the Map Atlas, Volume III of the draft PEIS and available on the project public website (http://corridoreis.anl.gov/). Corridor-specific information is provided in these same portions of the final PEIS and available on the project website.

Section 368 of the Energy Policy Act of 2005 (EPAct) does not preclude the future designation of energy corridors. The Agencies will use their approved planning processes to implement new Section 368 energy corridors. New corridors will be considered for Section 368 status when an interstate or interagency application is received by one or more of the Agencies. The possible designation of new Section 368 energy corridors is discussed in Section 1.4 in Volume I of the PEIS.

1.2 Concern: Corridors are being proposed on nonfederal lands and could adversely affect communities.

Response: Section 368 of EPAct directs the Secretaries of the Interior, Agriculture, Energy, Defense, and Commerce to designate *only* on federal lands energy corridors that could support future development of energy transport systems. Section 368 does not authorize the Agencies to designate such corridors on nonfederal land, and the Agencies have not designated Section 368 energy corridors on such lands. It would be up to

3.3 Concern: Agency management of project development in the corridors, including ROW and project authorization. The Agencies must ensure that all individual projects undergo thorough environmental evaluation and review before projects are implemented.

Response: The PEIS does not determine an acceptable level of development for corridors. An acceptable level of development within a corridor will depend on engineering, operational, and environmental issues when individual projects are proposed. The local land managers will make decisions on the level of development that could occur, and this depends on the types of projects that may be proposed for individual segments. These projects are not known at this time.

The Agencies use the term "expedite" to refer to the proposed efficiencies gained by applicants who chose to apply for authorization of energy transport project ROWs in designated Section 368 energy corridors. These efficiencies, which are discussed in detail in Section 1.4 in Volume I of the final PEIS, which has been revised to include a description of a "one-stop shop" ROW application process based on the principles of the Service First program implemented by the BLM, FS, NPA, and USFWS, under which the Agencies can carry out shared or joint management activities to achieve mutually beneficial resource management goals. Section 1.4 of the draft PEIS has been extensively revised for the final PEIS to more clearly describe the authorization process anticipated by the Agencies.

All future projects proposed to use a Section 368 designated corridor must undergo project- and site-specific environmental evaluations, as required by the IOPs (see Section 2.4.1, Vol. 1 of the final PEIS). These IOPs include mandatory compliance with applicable environmental laws and regulations, including,but not limited to, NEPA, the Endangered Species Act (ESA), and the National Historic Preservation Act (NHPA).

TOPIC 4: COMPLIANCE WITH THE ENDANGERED SPECIES ACT

4.1 Concern: A number of commentors stated that the National Marine Fisheries Service (NMFS) disagreed with the action agencies' determination that designation of corridors by amendment of land use plans had "no effect" on listed species or critical habitat.

Response: A "no effect" determination is made by an action agency. Neither NMFS nor the USFWS makes this determination, although in this case each was well aware of the determination and offered its opinion of it. The Agencies have carefully considered NMFS' views but reaffirm their determination that the Proposed Action would have no effect on a listed species or critical habitat. The Agencies found no causal connection, whether direct or indirect, between the mere designation of energy corridors (through land use plan amendment) and any effect on a listed species or critical habitat. Any effect to a listed species or critical habitat that might occur in a corridor in the future would be caused by the grant of a ROW, permit, or other authorization, following full policy and legal review, including any consultation under Section 7 of ESA. The Agencies also note that USFWS agreed with their "no effect" determination.

4.2 Concern: A number of commentors who disagreed with the action agencies' "no effect" determination under the Endangered Species Act, 16 U.S.C. 1531, stated that the agencies made this determination because assessing the potential impacts of corridor designation on listed species would be too difficult. Such reasoning is belied by the draft PEIS, commentors state, which identifies listed species in areas where corridors may be designated and describes the impacts to species from construction and operation of facilities in the corridor. One commentor stated that under section 7(a)(2) of the ESA, no federal agency may authorize, fund, or carry out any action that is likely to jeopardize the continued existence of a listed

in the project by consulting with the Agencies with regard to their specific issues. For example, the proposed corridor routes in Millard County, Utah, and San Miguel County, Colorado, were revised based on input received in part from local government officials during the public comment period. Appendix K in Volume II of the PEIS lists the corridors that were revised between the draft and the final PEIS, and identifies which corridor changes included Tribal, state, and local government involvement and public involvement. Maps showing the revised corridors are provided in a new Part 6 of the Map Atlas (Volume III of the final PEIS).

TOPIC 8: CORRIDOR CHARACTERISTICS SUCH AS WIDTH AND DESIGNATED ENERGY TRANSPORT USE

Comments for this topic were related to (1) corridor widths, (2) the nature of the energy transport infrastructure that would be located in the corridors, (3) compliance with energy transmission reliability standards, (4) width and use restrictions in areas of sensitive resources, and (5) concerns that newer projects would limit future corridor access or impact existing energy infrastructure.

8.1 Concern: A corridor width of 3,500 ft is or is not justified, excessive, or inappropriate. Corridor widths should be flexible and not fixed.

Response: Energy corridor widths proposed during scoping ranged from as narrow as 60 feet to more than 5 miles (see Text Box 2.2-3 in Section 2.2, Volume I, of the final PEIS). The smaller suggested widths would be able to support little more than a single energy project, while the larger widths would be difficult to apply throughout the West because of environmental, physical, cultural, and/or regulatory constraints. As described in Section 2.2 in Volume I of the final PEIS, an initial corridor width of 3,500 ft was identified for all corridors. This width was considered to be the largest width that could be located on many federal lands while avoiding many sensitive resources and areas. This width would also provide sufficient room to support multiple energy transport projects while providing siting flexibility within corridors for technical or engineering reasons or for routing project-specific ROWs around important resources that may be identified during project-specific analyses within the corridors. During Steps 3 and 4 of the siting process (see Section 2.2.1, Volume I, of the final PEIS), all proposed corridor locations were evaluated by appropriate local land management staff, and both corridor location and width were adjusted as necessary to avoid or minimize to the extent practicable potential conflicts with management responsibilities, important resources, and other siting constraints. In many cases, corridor widths were considerably narrowed from the 3,500 ft initial width, in one case, to a width of only 200 ft (see Table 2.2-5, Volume I, of the final PEIS).

Some commentors thought that the 3,500 ft default width was too narrow and requested that corridor widths be increased to at least 5,000 ft. A 5,000 foot (or greater) corridor width could improve local siting flexibility and support more individual projects within the corridors. However, selecting a wider width would have made locating a network of corridors throughout the West an even more difficult task than the siting of 3,500 ft wide corridors because of the many more "pinch points" that precluded wide (i.e., 5,000 ft) corridor widths. These pinch points include nonfederal lands, designated and proposed wilderness areas, roadless areas, and critical environmental resources and topographic features. Table 2.2-7 (Volume I of the final PEIS) lists many of the sensitive lands and resources that greatly influenced corridor widths.

8.2 Concern: Utilities using the corridors should/should not be underground only.

Response: Section 368 of the Energy Policy Act of 2005 directs the Secretaries of the

Interior, Agriculture, Energy, Defense, and Commerce to designate on federal lands corridors that could support future development of energy transport systems. The Agencies did not wish to restrict the design of future energy transport projects that might be developed in the corridors. Any design constraints would be identified on a project-by-project basis. However, because of local land management concerns (such as fires), some Section 368 corridors are designated as "underground only" (see Appendix F in Volume II, and also Part 1 of the Map Atlas, Volume III, of the PEIS).

8.3 Concern: The corridors focus on fossil fuel energy sources and electricity transmission when they should focus on renewable energy sources.

Response: The Agencies have no authority to dictate where or how the power to be transmitted within designated corridors is to be generated. The corridors were sited to be accessible to existing power generation facilities as well as areas where future energy production may occur, including from renewable and conventional sources (see Figure 2.2-6, Volume I, of the final PEIS).

As directed by Congress, the Agencies have identified corridors on federal lands that could support oil, gas, and hydrogen pipelines, and electricity transmission and distribution facilities. Because of the critical importance of improving the western electrical transmission grid, Congress specifically directed the Agencies to take into account while designating corridors the need for upgraded and new infrastructure, and to take actions to improve reliability, relieve congestion, and enhance the capability of the national grid to deliver energy. Thus, the Agencies did specifically take into account current and future concerns regarding electricity transmission (see Section 1.1.1 in Volume I of the final PEIS for a discussion of electricity transmission concerns in the West) when identifying initial corridor locations (as described in Section 2.2.1.1, Volume I, of the final PEIS).

8.4 Concern: The corridors should comply with the North American Electricity Reliability Corporation (NERC) reliability standards.

Response: Irrespective of whether future development of electricity transmission projects occurs under the No Action Alternative or in Section 368 energy corridors under the Proposed Action, various federal and state regulations will apply to those future developments. The Federal Energy Regulatory Commission (FERC), and not the Agencies, has the primary responsibility for ensuring the reliability of the electricity transmission grid and project compliance with reliability standards. Reliability of bulk electricity transmission is discussed in detail in Section 2.6.3 in Volume I of the final PEIS.

8.5 Concern: Additional width and use restrictions are needed in areas with sensitive resources.

Response: As described in Section 2.2 in Volume I of the PEIS, an initial corridor width of 3,500 ft was selected for all corridors. This width would provide sufficient room to support multiple energy transport projects while providing siting flexibility within corridors for technical or engineering reasons or for routing project-specific ROWs around important resources that may be identified during project-specific analyses within the corridors. During Steps 3 and 4 of the corridor siting process (Section 2.2.1), all proposed corridor locations were evaluated by appropriate local land management staff, and corridor widths and compatable energy transport uses (i.e., underground only, electric transmission only) were adjusted as necessary to avoid or minimize, to the extent practicable, conflicts with management responsibilities, important resources, and other siting constraints. In many cases, corridor widths were considerably narrowed from the 3,500 ft initial width, in one case, to a width of only 200 ft (see Table 2.2-5 in Volume I of the final PEIS). In locations where the corridor width exceeds 3,500 ft (Table 2.2-5), the greater width is due to the

draft PEIS, Section 2.4 of the PEIS has been revised to now more clearly present the IOPs on a resource-by-resource basis, which reflects the similar presentation of mitigation measures in Chapter 3 of the PEIS. Additional resource-specific IOPs have also been added to Section 2.4 in the final PEIS.

12.4 Concern: The IOPs and mitigation measures are inadequate.

Response: Additional IOPs were added to the final PEIS that require projects to identify important, sensitive, or unique habitats or other resources in the vicinity of proposed projects and to design projects to minimize or mitigate impacts to these habitats and resources (for example, see Section 2.4.1, *Ecological Resources* IOP No. 1). To minimize or avoid environmental impacts from project construction and operation, any projects for which ROW authorization within a Section 368 energy corridor is requested would be required to comply with the IOPs identified in Section 2.4 of the final PEIS and identify and implement appropriate mitigation measures (such as those identified throughout Chapter 3 in Volume I of the final PEIS). A project-planning IOP has been added (Section 2.4.1, *General* IOP No. 7) that identifies the need for project applicants, assisted by the appropriate Agency, to develop monitoring plans for all project mitigation activities. Long-term mitigation monitoring requirements would be identified at the project level.

Project-specific NEPA evaluations will be required for all projects seeking authorization to use a Section 368 energy corridor (Section 2.4.1, *Regulatory Compliance* IOP No. 1). The purpose of these analyses is, in part, to identify any habitats or species that warrant special consideration during project siting, design, construction, operation, and decommissioning. As required by *Regulatory Compliance* IOP No. 3 (Section 2.4.1 of the final PEIS), the Agencies must comply fully with the Section 7 consultation requirements of the Endangered Species Act prior to approving any energy transport system projects within the Section 368 energy corridors. Analyses prepared for ESA purposes may further support site-specific protections for habitat and species.

The project-specific analyses would also include the identification of mitigation measures such as best management practices (BMPs), specific protections, or avoidance to mitigate or eliminate environmental impacts. Mitigation measures would be determined in conjunction with input from federal, state, and local agencies, and interested stakeholders.

TOPIC 13: EFFECTS OF CORRIDOR DESIGNATION ON NONFEDERAL LANDS

Several commentors expressed concerns that corridor designation would result in the condemnation and seizure of private lands via eminent domain. There were also comments with concerns that the corridors would affect nonfederal lands near the proposed corridors.

13.1 Concern: Designation will result in eminent domain or condemnation to complete corridors.

Response: Designation of Section 368 energy corridors does not authorize eminent domain or condemnation on nonfederal lands. Section 368 of the Energy Policy Act of 2005 (EPAct) directs the Secretaries of the Interior, Agriculture, Energy, Defense, and Commerce to designate *only* on federal lands energy corridors. Section 368 does not authorize the Agencies to designate any corridors on nonfederal land. Section 368 of the Act does not authorize any individual projects, nor does it authorize the Agencies to override Tribal, state, or local decisions on projects located on nonfederal lands. Authorization of projects to cross nonfederal lands is at the discretion of the appropriate Tribal, state, and local authorities, and is beyond the scope of the PEIS and the direction given to the Agencies by Congress for implementing Section 368 of EPAct.

13.2 Concern: Corridors will affect nearby nonfederal lands and "deeded" lands.

Response: The designation of Section 368 energy corridors would in no way interfere with current land uses. Such land uses would continue within and along designated Section 368 energy corridors until a specific energy transport project is developed. Designating Section 368 energy corridors on federal land and amending land use plans could have direct and cumulative impacts on real estate values on nonfederal lands that are adjacent to the proposed Section 368 energy corridors. However, these impacts would be purely economic and are not expected to significantly affect the human environment.

TOPIC 14: TRIBAL LAND CONCERNS

Comments regarding Tribal lands came predominantly from Tribal governments, but also from Tribal non-governmental organizations, individual Tribal members, and the general public. Comments were concerned both with the designation and the development of corridors. Many commentors were concerned that corridors would be designated on Tribal lands, that corridors on or near Tribal lands would adversely affect resources important to Tribes, and that Tribes would have little or no control over the development of such corridors. Many commentors stated their opinion that there had been inadequate consultation with Tribes regarding corridor designation and that Tribal energy needs and energy development were not taken into account.

14.1 Concern: Will corridors be designated on Tribal lands? Because corridors end at Tribal boundaries, this implies that projects will cross Tribal lands. Corridors should be designated on Tribal lands.

Response: There was some confusion among commentors regarding the scope of the PEIS. Designation of energy corridors on Tribal lands is beyond the authority of the Agencies. This PEIS only addresses the designation of Section 368 energy corridors on federally managed public lands. The designation of energy corridors and the development of ROWs on Tribal lands within those corridors would continue to take place under current authorities for such projects.

A number of commentors expressed concern that Tribal lands were "in the path" of energy corridors that terminated at or near reservation boundaries. However, Section 368 does not authorize the Agencies to designate any corridors on nonfederal land. Section 368 does not authorize Agencies to approve any individual projects, nor does it authorize the Agencies to override Tribal, state, or local decisions on projects located on nonfederal lands. As such, the "path" of Section 368 energy corridors ends on federal land and does not enter Tribal or other nonfederal lands.

Authorization of projects to cross nonfederal lands is at the discretion of the appropriate Tribal, state, and local authorities, and is beyond the scope of the PEIS and the direction given to the Agencies by Congress for implementing Section 368 of EPAct. Further, nothing in the Proposed Action would obligate Tribes to grant ROWs extending from the proposed corridors onto Tribal lands.

Nonetheless, the Agencies have been particularly diligent in consulting with Tribes whose lands lie adjacent to the proposed Section 368 energy corridors. If Tribes expressed concerns over the location or nature of the proposed corridors, corridors were rerouted or modified in size and/or type in consultation with the affected Tribes. Development within the proposed corridors is not mandatory.

Some Tribes suggested that the Agencies propose to designate some corridors on Tribal land. Tribes gave several reasons for this suggestion, including that they are seeking energy development on their lands and increased access to energy, or feel that an alternative energy corridor on Tribal lands would have

fewer adverse affects on resources important to Tribes than corridors proposed in the draft PEIS. As stated above, however, designation of energy corridors on Tribal lands is beyond the authority of the Agencies and the Congressional mandate expressed in EPAct Section 368. However, Tribes are free to propose routes crossing Tribal lands to energy developers.

14.2 Concern: There was inadequate/ insufficient consultation with the Tribes Regarding the PEIS and corridor designation.

Response: The Agencies undertook an extensive effort to initiate consultation with potentially affected federally recognized Tribes (see Section 1.9.4 and Appendix C of the final PEIS). The Agencies sought consultation as set out in Executive Order 13175 "Consultation and Coordination with Indian Tribal Governments," and consultation has been ongoing through the project and continues. The Agencies have included an IOP (*Government-to-Government Consultation* IOP No. 1 in Section 2.4.1 of Vol. I of the final PEIS) that requires government-to-government consultation during the application, construction, operation, and decommissioning phases of all projects seeking authorization to use the corridors.

To assist in conducting effective government-to-government consultation, the Agencies developed a process that included the following components: a Tribal Consultation Protocol for coordinating and tracking consultation among the Agencies and with the Tribes; using local agency contacts to the maximum extent practical to accommodate different Tribal expectations and preferences; and managing the process for maximum Tribal convenience so that any Tribe may enter the consultation process at any time, via contact with any of the agencies at any level of administration.

As discussed in Appendix C in Volume II of the PEIS, the Agencies invited all federally recognized Native American Tribes with ancestral ties to the 11 western states to engage in consultation. All Tribes received at least four mailings explaining the project and inviting government-to-government consultation. Eighty Tribes have had some kind of direct interaction with the program. Tribal requests ranged from strictly informational inquiries to requests for consultation and suggestions for the modification of the PEIS and designated corridor routes. The Agencies gave special attention to Tribes whose lands lie adjacent to or between the proposed corridors. Local Agency representatives, as well as members of the project management team, met with the representatives of 39 Tribes, at Tribal offices or other locations specified by the Tribes.

Consultation is ongoing, and so far about 80 Tribes have engaged at some level with the PEIS process. Outreach to Tribes has included formal mechanisms such as letters and scoping meetings, as well as outreach through our website and through local land managers and agency contacts. A national Tribal coordination group periodically reviews the outreach efforts to identify gaps or necessary follow-up. For example, this group has recently identified those Tribes with reservation lands approached by corridors that have not responded to previous outreach efforts. The Agencies have separately contacted these Tribes to make sure they are aware of the PEIS project and have an opportunity to consult, should they wish to do so.

14.3 Concern: Project planning and development of cultural resource management plans should be conducted with coordination and consultation of Tribes.

Response: The designation of energy corridors does not authorize any energy development projects. However, the Agencies have agreed upon a common set of IOPs that will be required of energy developers who propose projects on the proposed corridors. These are presented in Section 2.4 in Volume I of the final PEIS. The IOPs require early and meaningful consultation with affected federally

28.2 Concern: Whether fossils of the Imperial Valley were included in the impact analysis.

Response: Although the fossils of the Imperial Valley were not mentioned by name, they were included in the impact analysis (see Sections 3.4.3 and 3.4.4 in Volume I and Table N-2, Appendix N, in Volume II of the PEIS). These units were categorized as PFYC 3 and would require a field assessment to assess local conditions and a further course of action when a project is proposed.

TOPIC 29: EFFECTS OF CORRIDOR DESIGNATION ON HEALTH AND SAFETY

Numerous comments expressed concerns for enhanced risks that could result from multimodal corridors and the potential for impacts to public safety and degradation of the environment due to the intrinsic hazards of commodities carried in pipelines, the potential interferences between energy systems, and the enhanced potential for and exacerbation of the impacts of accidents due to the proximity of multiple energy systems.

29.1 Concern: Project colocation in the corridors will increase risks from accidents or electromagnetic fields (EMF) to public safety.

Response: The nominal width of the corridor, coordination among system operators with respect to separation distances to avoid interferences, together with standoff distances for high-hazard system components incorporated into system designs would be sufficient to prevent adverse impacts on public safety. Unauthorized access to high-hazard areas would be addressed by monitoring system components and appropriate physical barriers or access controls. Operators of energy systems in designated corridors are responsible for fully complying with all application regulations, many of which have been specifically established to ensure public safety. Operators would also be expected to adopt good industry practices in the design and operation of their systems (see *General* IOP No. 4 in Section 2.4.1) and to develop coordinated emergency plans (see *Public Health and Safety* IOP No. 4 in Section 2.4.1) that address the potential involvement of proximate energy systems and that are coordinated with local public safety and emergency personnel.

TOPIC 30: EFFECTS OF CORRIDOR DESIGNATION ON SOCIOECONOMICS

A number of commentors felt the economic analysis presented in the draft PEIS should better justify the use of data and analytical models used in the analysis, and should be expanded to include additional aspects of the socioeconomic impacts of corridor designation. Several commentors felt the need for the PEIS to more strongly state the role of energy corridor development in improving energy delivery systems, and the consequent impact on economic development along corridor routes. Some commentors were fearful that corridor designation would lead to negative property value impacts, primarily from the visual and land use impacts electricity transmission lines would have on land resale values in small rural communities.

30.1 Concern: Impact analysis is inadequate or was conducted with inappropriate data, or did not adequately discuss the economic impact of energy delivery.

Response: Additional text was added to Section 3.12 of the PEIS to address concerns relating to the adequacy of the data and analytical tools, discussion of amenities and non-market valuation of natural resources and their impact on economic development, and the impact of corridor designation on the recreational economy.

Although the potential impacts of corridor designation on residential property values was considered in the draft PEIS, the discussion in Section 3.12 has been expanded to include more

examples of the impact of energy delivery systems on property values.

The purpose and need discussion presented in Chapter 1 of the draft PEIS was expanded to include more discussion of improved energy delivery and reliability, and the sections dealing with socioeconomic impacts now include an expanded discussion of the potential local and regional economic development impacts of corridor designation.

TOPIC 31: EFFECTS OF CORRIDOR DESIGNATION ON RESOURCES IMPORTANT TO TRIBES

Commentors raised concerns regarding the effects of the designation of energy corridors on a variety of resources important to Tribes. These included resources on federal lands protected by treaty rights, as well as other Tribal resources on federal lands including natural resources culturally important to Tribes, cultural resources including sacred sites, traditional plant and animal resources, burial sites, and rock art. Commentors were most often concerned with the effects of the development phase, but also recognized the importance of avoiding specific resources and resource types during the corridor designation phase.

31.1 Concern: Areas of significant cultural and traditional meaning may be affected. Corridors will impact property or economic values in adjacent areas.

Response: The act of designation would not affect resources important to Tribes, but avoidance of known resources during the designation phase would make those resources less vulnerable to project-related adverse effects during the subsequent development phase. When specific resources and their locations were identified by the Tribes, they were taken into account in the siting of the proposed corridors. Appendix K (see Volume II of the PEIS) lists the corridors that were moved, altered, or eliminated between the draft and the final PEIS and states the reasons for the changes, including Tribal concerns. The IOPs found in Section 2.4 in Volume I of the PEIS require agencies to consult with the affected Tribes during the planning, construction, operation, and decommissioning phases of project development. This will allow significant cultural resources to be identified and avoided or to develop mitigation procedures for any adverse effects.

TOPIC 32: EFFECTS OF CORRIDOR DESIGNATION ON VISUAL RESOURCES

Comments related to visual impacts ranged from concerns about potential impacts to specific sensitive visual resources from proposed corridor segments; requests that corridors be sited to avoid sensitive visual resources on federal and nonfederal lands; requests for viewshed analyses for specific sensitive resource areas; requests for implementation of particular mitigation measures to reduce visual impacts; and concern that gaps in corridors resulted from concerns regarding potential visual impacts.

32.1 Concern: Corridors will have impacts on specific sensitive visual resources. Corridors should be sited to avoid sensitive visual resources or lands on federal and nonfederal lands, and project development should include location-specific viewshed analyses prior to development, and use particular mitigation measures to reduce visual impacts.

Response: A number of comments voiced concerns about potential visual impacts to specific sensitive visual resources, including national parks and historic and scenic trails, from proposed energy corridors. In some cases, the concerns raised were outside the scope of the PEIS because they concerned site-specific impacts that would be addressed when a site-specific environmental review was conducted for a specific project proposal. In other cases, adjustments were made to corridor locations or widths to reduce potential visual impacts (see Appendix K, Volume II, of the final PEIS).

Section 2.4 of the draft PEIS identified a number of IOPs addressing visual resources. These were revised for the final PEIS to incorporate additional protective measures provided by BLM and FS visual resource specialists. These mandatory IOPs are intended to address and manage potential project-related visual impacts. In addition, Section 3.9.4.3 of the PEIS identifies a number of visual impact mitigation measures that could be used to reduce visual impacts to sensitive visual resources.

Some commentors requested that corridors be sited to avoid sensitive visual resources both on and off of federal land. The Agencies reviewed these requests, and in some cases corridors were relocated to avoid sensitive visual resource areas on both federal and nonfederal lands. Where corridors could not be relocated, in some cases the proposed corridor width was adjusted to reduce potential impacts from potential future projects to nearby visual resources. It is important to note that the proposed Section 368 energy corridors presented in the final PEIS were sited using a four-step process that identified a number of important lands and resources to be avoided to the fullest extent possible. This siting process is shown in Figure 2.2.3 and discussed in Section 2.2.1 in Volume I of the PEIS, and the types of sensitive lands and resources identified for avoidance are presented in Table 2.2-7. Many of the areas that commentors asked to be avoided by the Section 368 corridors are those identified in Table 2.2-7. In addition, during Steps 3 and 4 of the siting process, local federal land managers, environmental organizations, and others provided very location-specific information. This information was used to further adjust specific corridors to avoid sensitive lands and resources. Appendix G in Volume II of the PEIS identifies those lands, resources, and area that could not be avoided and are intersected by the proposed Section 368 energy corridors.

Some comments requested that the PEIS include viewshed analyses for particular sensitive resources, such as national parks, prior to corridor designation. Because the PEIS is programmatic in nature and involves the designation of energy corridors and not projects, there is no specific project location (within a corridor) or project component description on which to base viewshed analyses. However, the visual IOPs presented in Section 2.4 in Volume I of the PEIS require that viewshed analysis be conducted as part of the required project-specific environmental review that would be conducted at the time that a project proponent is seeking authorization to use a Section 368 energy corridor for a specific project.

32.2 Concern: Corridor gaps are the result of viewshed impacts.

Response: One commentor voiced a concern that gaps in designated corridors resulted from concerns regarding potential visual impacts, at locations with existing facilities. The apparent gaps in the corridors represent gaps in federal land ownership. Section 368 of the Energy Policy Act of 2005 directs the Secretaries of the Interior, Agriculture, Energy, Defense, and Commerce to designate on federal lands energy corridors that could support future development of energy transport systems. Section 368 does not authorize the Agencies to designate such corridors on nonfederal land. As a result, no Section 368 energy corridors are proposed for designation on private lands.

TOPIC 33: EFFECTS OF CORRIDOR DESIGNATION ON WATER RESOURCES

Comments related to water resources included calls for river crossing mitigation, concerns about corridor impacts on water supplies, questions about the adequacy of the water resource analyses, and concerns about corridors crossing wild and scenic rivers.

33.1 Concern: River crossings must be mitigated.

Response: The designation of Section 368 energy corridors and the amendment of land use or equivalent plans to incorporate the

Resort, (6 miles south of Hagerman), 18734 Hwy–30, Hagerman, ID 83332.

FOR FURTHER INFORMATION CONTACT: Heather Tiel-Nelson, Twin Falls District, Idaho, 2536 Kimberly Road, Twin Falls, Idaho, 83301, (208) 736–2352.

SUPPLEMENTARY INFORMATION: The 15-member RAC advises the Secretary of the Interior, through the Bureau of Land Management, on a variety of planning and management issues associated with public land management in Idaho. The purpose of the April 23rd tour is to give RAC members an in depth look at the process a livestock grazing permittee follows to fulfill the parameters of their grazing permit.

Additional topics may be added and will be included in local media announcements. More information is available at *www.blm.gov/id/st/en/res/resource_advisory.3.html*. RAC meetings are open to the public.

Dated: March 19, 2014.

James Stovall,

District Manager (Acting).

[FR Doc. 2014–06907 Filed 3–27–14; 8:45 am]

BILLING CODE 4310–GG–P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

DEPARTMENT OF AGRICULTURE

Forest Service

DEPARTMENT OF ENERGY

[14X L1109AF LLWO300000 L14300000 PN0000]

Request for Information: West-Wide Energy Corridor Review

AGENCY: Bureau of Land Management, Interior; Forest Service, USDA; Office of Electricity Delivery and Energy Reliability, DOE.

ACTION: Notice.

SUMMARY: The U.S. Department of the Interior (DOI), Bureau of Land Management (BLM); U.S. Department of Agriculture, U.S. Forest Service (FS); and the U.S. Department of Energy (DOE), Office of Electricity Delivery and Energy Reliability, are seeking the information described in this notice related to the West-wide Energy Corridor Review.

DATES: Comments must be submitted by May 27, 2014.

ADDRESSES: You may submit comments electronically to *368corridors@blm.gov*. Entire comments, including any personal identifying information, may be made publicly available upon request. While respondents may request that personal identifying information be withheld from the public, the BLM, FS, and DOE (Agencies) cannot guarantee that they will be able to do so.

FOR FURTHER INFORMATION CONTACT: Stephen Fusilier, BLM, at 202–912–7426 or by email at *sfusilie@blm.gov*. Persons who use a telecommunications device for the deaf may call the Federal Information Relay Service at 800–877–8339 to contact Mr. Fusilier during normal business hours. The FIRS is available 24 hours per day, 7 days per week. You will receive a reply during normal business hours.

SUPPLEMENTARY INFORMATION: On August 8, 2005, the President signed into law the Energy Policy Act of 2005 (EPAct) (42 U.S.C. 15801 *et seq.*). In Section 368 of the EPAct (42 U.S.C. 15926), Congress directed the Secretaries of Agriculture, Commerce, Defense, Energy, and the Interior (the Secretaries) to designate corridors for oil, gas, and hydrogen pipelines and electrical transmission and distribution facilities on Federal lands in the 11 contiguous Western states (Section 368 Corridors). The Secretaries were also directed to perform any environmental reviews required to complete the designation of Section 368 Corridors, incorporate the Section 368 Corridors into land use plans, and establish a process for identifying new Section 368 Corridors.

On January 14, 2009, the DOI approved a record of decision (ROD) that amended 92 BLM land use plans and designated approximately 5,000 miles of Section 368 Corridors on BLM-administered lands. The affected States are Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming. The FS issued a ROD on January 14, 2009, which amended 38 FS land use plans and designated approximately 990 miles of Section 368 Corridors on National Forest System lands in 10 states. Both RODs adopted mandatory interagency operating procedures (IOP) for projects sited within the Section 368 Corridors.

On July 7, 2009, several nonprofit organizations filed a complaint in the United States District Court for the Northern District of California, *Wilderness Society* v. *United States Department of the Interior*, No. 3:09-cv-03048–JW, challenging the DOI and FS RODs pursuant to the EPAct, National Environmental Policy Act, Endangered Species Act, and the Administrative Procedure Act.

On July 11, 2012, the court approved a settlement agreement (Settlement) and dismissed the case. The Settlement set forth five provisions with the objective of ensuring that future Section 368 Corridor revisions, deletions, and additions consider the following principles: Location of Section 368 Corridors in favorable landscapes; facilitation of renewable energy projects where feasible; avoidance of environmentally sensitive areas to the maximum extent practicable; diminution of the proliferation of dispersed rights-of-way crossing the landscape; and improvement of the long-term benefits of reliable and safe transmission. The Settlement also provides that public input and an open and transparent process with engagement by tribes, States, local governments, and other interested parties occur as part of the process for making potential revisions, deletions, or additions to Section 368 Corridors.

Two of the Settlement provisions are relevant to this RFI: (1) Preparation of regional periodic reviews of designated Section 368 Corridors (Regional Periodic Reviews) and reviews of IOPs; and (2) Development of a corridor study to assess the overall usefulness of the Section 368 Corridors (Section 368 Corridor Study). Information referenced in this RFI can be found at *http://corridoreis.anl.gov*.

Purpose of the RFI

The purpose of this RFI is to solicit information that will assist the Agencies in the development of the Section 368 Corridor Study and provide the foundation for the initial Regional Periodic Review. In particular, the Agencies seek responses to the questions posed in the sections below. All work described in the Work Plan and Memorandum of Understanding (MOU) is contingent upon the availability of appropriated funds.

Section 368 Corridor Study

On July 7, 2013, the Agencies finalized a Corridor Study Work Plan for the Section 368 Corridors (Work Plan). The Work Plan identifies how information will be gathered and analyzed and establishes a schedule for completion of the Section 368 Corridor Study. Under the Section 368 Corridor Study, the Agencies will study Section 368 Corridors to assess their overall usefulness with regard to various factors, including their effectiveness in reducing the proliferation of dispersed rights-of-way across Federal lands. The Agencies will also assess the efficiency and effectiveness of the Section 368 Corridors and record lessons learned in the siting process. The Section 368 Corridor Study will also:

- Identify where corridors are being over- or underutilized and evaluate use of the IOPs;
- Focus on information relating to the use of Section 368 Corridors that is publicly available at the time the Agencies initiate the Section 368 Corridor Study;
- Help to inform the Regional Periodic Reviews and review of the IOPs; and
- Be made public upon completion.

(1) *Updates to Spatial Data.* A geographic information system (GIS) was used to support the mapping and location-specific analyses in the Final West-wide Energy Corridor Programmatic Environmental Impact Statement (EIS). GIS databases contain spatial data including imagery, map graphics, and associated tabular data, and GIS software allows for storing, processing, analyzing, modeling, and visualizing the spatial data. Lists of the GIS data that were used for the analyses and maps in the Programmatic EIS as well as the sources, quality, and scale of the data are posted at *http://corridoreis.anl.gov* (Appendix I of the Programmatic EIS and Appendix A of the Work Plan). Under the Section 368 Corridor Study, the Agencies will update the Programmatic EIS data using compatible, publicly available data. The Agencies are interested in suggestions of new or updated compatible, publicly available data that may be utilized to inform the Section 368 Corridor Study. Are there any new or updated data that is publicly available?

(2) *Types of Authorized Projects to Consider.* The Agencies propose to focus on 100 kilovolt (kV) or higher electric transmission lines and oil, gas, and hydrogen pipelines, 10 inches or more in diameter that have been authorized on Federal lands (both inside and outside of Section 368 Corridors) since approval of the DOI and FS RODs. The purposes of assessing the use of Section 368 Corridors is to evaluate their effectiveness in improving reliability, relieving congestion, and enhancing the capability of the national grid to deliver electricity across Federal lands and to evaluate IOPs for the Section 368 Corridor Study. Are there any other types of projects that the Agencies should consider to assess use of Section 368 Corridors?

(3) *Methods for Assessing Effectiveness of IOPs.* The Agencies will compile information relating to the use of IOPs for projects authorized since approval of the RODs, potentially by project type, based on consideration of projects identified in response to question 2 that are located entirely or partially within a Section 368 Corridor. Are there methods the Agencies should consider using to evaluate the effectiveness of the IOPs?

Regional Periodic Review

On July 7, 2013, the Agencies entered into an MOU describing the process for conducting Regional Periodic Reviews, including concurrent review of IOPs. The Agencies will identify and prioritize regions for periodic review.

(1) *New Relevant Information.* In accordance with the MOU, as a part of the Regional Periodic Reviews (including review of IOPs), the Agencies will consider new, relevant information. In general, the Agencies will consider significant regional energy development and corridor and transmission plans or studies, which are supplemented by project-specific studies that were completed after January 2009 or that are substantially underway. Examples of new information the Agencies will consider include the following:

- Results of: (1) Joint studies of electric transmission needs and renewable energy potential being conducted by the Western Electricity Coordinating Council and the Western Governors' Association (WGA) and funded by the DOE; and (2) The DOE's Transmission Corridor Assessment Report for Western States (DOE Corridor Study). These studies address the need for upgraded and new electrical transmission and distribution facilities to improve reliability, relieve congestion, and facilitate renewable energy development. The DOE Corridor Study is addressed in the June 7, 2013, Presidential Memorandum, "Transforming our Nation's Electric Grid Through Improved Siting, Permitting, and Review," available at *http://www.whitehouse.gov/the-press-office/2013/06/07/presidential-memorandum-transforming-our-nations-electric-grid-through-i.*
- Results of the BLM's Rapid Ecoregional Assessments that characterize ecological values across regional landscapes;
- Once completed, the results of the Section 368 Corridor Study and review of the IOPs;
- Results of other ongoing resource studies, such as the WGA wildlife corridor study, the BLM's and FS's National Sage-Grouse Habitat Conservation Strategy, and the State of Wyoming's sage grouse strategy;
- Other factors, such as States' renewable portfolio standards, that address potential energy demand, sources, and loads, with particular regard to renewable energy;
- The BLM's Approved Resource Management Plan Amendments/ROD for Solar Energy Development in Six Southwestern States based on the joint BLM and DOE 2012 Solar Energy Development Programmatic EIS that assessed the environmental, social, and economic impacts associated with solar energy development on BLM-managed lands in Arizona, California, Colorado, Nevada, New Mexico, and Utah. The ROD amends 89 BLM land use plans incorporating land use allocations and programmatic Solar Energy Zone-specific design features; updates and revises policies and procedures for solar energy development; and implements a comprehensive solar energy program for administering the development of utility-scale solar energy resources in 6 southwestern states;
- The BLM Arizona Restoration Design Energy Project Final EIS and ROD issued in January 2013;
- Information from the Desert Renewable Energy Conservation Plan Draft EIS/Environmental Impact Report scheduled for release in 2014;
- The BLM/FS Greater Sage-Grouse Sub-Regional Planning Areas that overlie Section 368 Corridors;
- Draft and Final EISs, land use plan amendments, and related studies for pipelines 10 inches or more in diameter and 100 kV or higher electric transmission lines that utilize Section 368 Corridors;
- The National Renewable Energy Laboratory's Renewable Energy Futures Study Report (2012); and
- New IOPs submitted by the Plaintiffs who are a party to the Settlement.

Is there any other publicly available information that the Agencies should consider as part of the initial Regional Periodic Review, including review of the IOPs, and if so, where or how can it be found, and what parts of it are relevant to this RFI?

(2) *Identification of New Requirements.* Are there any laws, regulations, or other requirements that have been implemented since issuance of the DOI and FS RODs in January 2009 that the Agencies should consider when reviewing Section 368 Corridors?

(3) *Identification of Regional Stakeholder Fora.* The Agencies have identified an initial list of existing regional stakeholder fora as possible options for stakeholder engagement during Regional Periodic Reviews (e.g., BLM and FS Resource Advisory Councils, the Western Electricity Coordinating Council, Landscape Conservation Cooperatives, Western Governors' Association, and the Indian Country Energy and Infrastructure Working Group, which was established to work collaboratively with the DOE).

Are there any additional regional stakeholder fora that the Agencies should consider for stakeholder engagement during Regional Periodic Reviews?

(4) *Changes to IOPs.* Are there any additions, deletions, or revisions the Agencies should consider making to the IOPs that were adopted in the DOI and FS RODs, and what is the rationale for those changes?

(5) *Comments on New IOPs.* The Agencies have committed to consideration of new IOPs submitted by the Plaintiffs who are parties to the Settlement. The new IOPs are available at *http://corridoreis.anl.gov* Are there any comments on these new IOPs?

Michael D. Nedd,

Assistant Director, Energy, Minerals, and Realty Management, Bureau of Land Management, U.S. Department of the Interior.

Tony L. Tooke,

Associate Deputy Chief, National Forest System, U.S. Forest Service, U.S. Department of Agriculture.

Matt Rosenbaum,

Acting Director National Electricity Delivery, Office of Electricity Delivery and Energy Reliability, U.S. Department of Energy.

[FR Doc. 2014–06945 Filed 3–27–14; 8:45 am]

BILLING CODE 4310–84–P

DEPARTMENT OF THE INTERIOR

Office of Surface Mining Reclamation and Enforcement

[S1D1S SS08011000 SX066A000 67F 134S180110; S2D2S SS08011000 SX066A00 33F 13xs501520]

Notice of Availability of the Four Corners Power Plant and Navajo Mine Energy Project Draft Environmental Impact Statement

AGENCY: Office of Surface Mining Reclamation and Enforcement, Interior.

ACTION: Notice of Availability.

SUMMARY: In accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, the Office of Surface Mining Reclamation and Enforcement (OSMRE) has prepared a Draft Environmental Impact Statement (EIS) for the Four Corners Power Plant and Navajo Mine Energy Project (Project), in northwestern New Mexico and by this notice is announcing the opening of the comment period.

DATES: To ensure comments will be considered, the OSMRE must receive written comments on the Draft EIS no later than May 27, 2014. The OSMRE will conduct public meetings in the following locations and on the following dates:

Hotevilla, AZ:—*Navajo and Hopi interpreters available*
- Wednesday, April 30, 5 to 8 p.m.
- Hotevilla Village (Hotevilla Youth and Elderly Center), Auditorium, 1 Main St., Hotevilla, AZ 86030

Cortez, CO:
- Thursday, May 1, 5 to 8 p.m.
- Montezuma-Cortez High School, The Commons Area, 206 W. Seventh St., Cortez, CO 81321

Burnham, NM:—*Navajo interpreters available*
- Friday, May 2, 5 to 8 p.m.
- Tiis Tsoh Sikaad (Burham) Chapter House, Large Meeting Room, 12 miles east of U.S. 491 on Navajo Route 5 and ½ mile south on Navajo Route 5080

Durango, CO:
- Saturday, May 3, 9:30 a.m. to 12:30 p.m.
- Durango Community Recreation Center, 2700 Main Ave., Durango, CO 81301

Farmington, NM:
- Monday, May 5, 5 to 8 p.m.
- Farmington Civic Center, Exhibition Hall, 200 W. Arrington St., Farmington, NM 87401

Shiprock, NM:—*Navajo interpreters available*
- Tuesday, May 6, 5 to 8 p.m.
- Shiprock High School, Commons, Highway 64 W, Shiprock, NM 87420

Nenahnezad, NM:—*Navajo interpreters available*
- Wednesday, May 7, 5 to 8 p.m.
- Nenahnezad Chapter House, Multipurpose Hall, County Road 6675, Navajo Route 365, Fruitland, NM 87416

Window Rock, AZ:—*Navajo interpreters available*
- Thursday, May 8, 5 to 8 p.m.
- Navajo Nation Museum, Resource Room, Highway 264, Postal Loop Road, Window Rock, AZ 86515

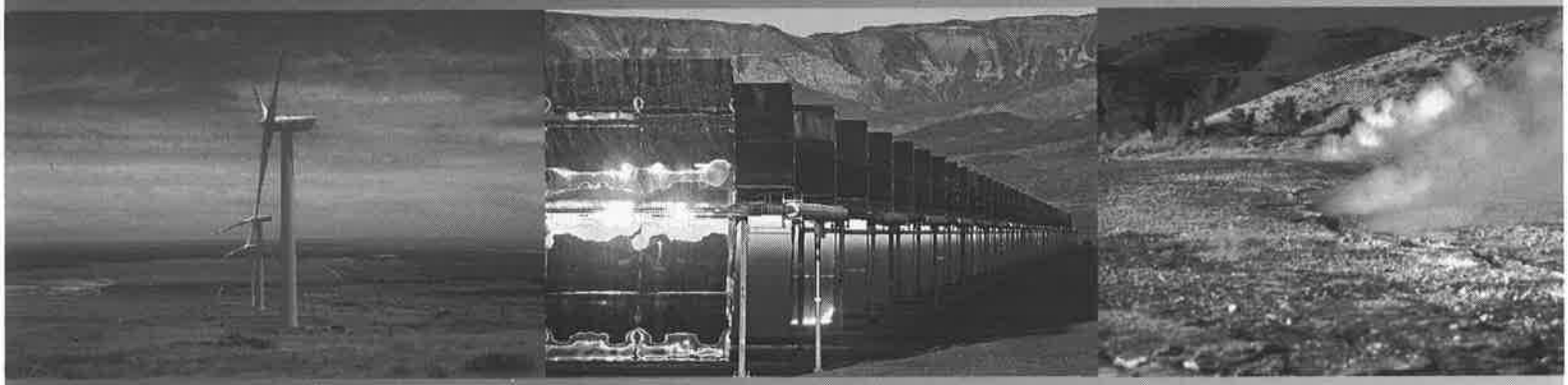
Albuquerque, NM:
- Friday, May 9, 5 to 8 p.m.
- Indian Pueblo Cultural Center, Silver and Turquoise Room, 2401 12th St. NW., Albuquerque, NM 87104

Public meetings will be conducted in an open-house style format. The meeting rooms will be arranged into the following areas: (1) An area where attendees may view a video discussing the project and the Draft EIS findings; (2) an area containing informational displays where attendees may read and subsequently discuss the project and the Draft EIS findings with OSMRE representatives, the Bureau of Indian Affairs (BIA) and consultant personnel; (3) an area where attendees may record and submit written comments; and (4) an area where an OSMRE representative and a transcriber will record oral comments. Hopi and Navajo interpreters will be present at meetings on the Hopi and Navajo Reservations. If you require reasonable accommodation to attend one of the meetings, please contact the person listed under **FOR FURTHER INFORMATION CONTACT** at least one week before the meeting.

ADDRESSES: The draft EIS is available for review at *http://www.wrcc.osmre.gov/Current_Initiatives/FCNAVPRJ/FCPPEIS.shtm.* Paper and computer compact disk (CD) copies of the Draft EIS are available for review at the OSMRE Western Region office, 1999 Broadway, Suite 3320, Denver, Colorado 80202–5733. In addition, a paper and CD copy of the Draft EIS is also available for review at each of the following locations:

- Navajo Nation Library—Highway 264 Loop Road, Window Rock, AZ 86515
- Navajo Nation Division of Natural Resources—Executive Office Building 1–2636, Window Rock Blvd., Window Rock, AZ 86515
- Hopi Public Mobile Library—1 Main Street, Kykotsmovi, AZ 86039
- Albuquerque Main Library—501 Copper Ave NW., Albuquerque, NM 87102
- Cortez Public Library—202 N. Park Street, Cortez, CO 81321
- Durango Public Library—1900 E. Third Ave, Durango, CO 81301
- Farmington Public Library—2101 Farmington Ave, Farmington, NM 87401
- Octavia Fellin Public Library—115 W. Hill Ave., Gallup, NM 87301
- Shiprock Branch Library—U.S. Highway 491, Shiprock, NM 87420
- Tuba City Public Library—78 Main Street, Tuba City, AZ 86045
- Chinle Chapter House—Highway 191, Chinle, AZ 86503
- Coalmine Canyon Chapter House—Highway 160 and Main Street, Tuba City, AZ 86045
- Nenahnezad Chapter House—County Road 6675, Navajo Route 365, Fruitland, NM 87416
- Shiprock Chapter House—East on Highway 64, Shiprock, NM 87420
- Tiis Tsoh Sikaad Chapter House—12 miles east of U.S. 491 on Navajo Route 5 and ½ mile south on Navajo Route 5080
- Upper Fruitland Chapter House—N562 Building #006–001, North of Highway N36, Fruitland, NM 87416
- OSMRE Albuquerque Area Office—435 Montano Road, NE., Albuquerque, NM 87107
- BIA Chinle Office—Navajo Route 7, Building 136–C, Chinle, AZ 86503

Section 1: Executive Summary



Attachment 4

SECTION 1: EXECUTIVE SUMMARY

1.1 SECTION PURPOSE

This report has been prepared for the Nevada Energy Assistance Corporation (NEAC), a 501(c)(3) non-profit agency; in support of the Nevada State Office of Energy's (NSOE) mission to ensure a strategically planned development of energy resources in the State of Nevada. Working for NEAC and in direct concert with the NSOE, the partnered team of Tri Sage Consulting has conducted extensive evaluation of viable projects for high voltage transmission lines for the benefit of renewable energy development and export out of Nevada. This report provides the process and details associated with this routing and evaluation effort, and it summarizes the conclusions of proposed projects to enhance renewable export for Nevada.

The team of Tri Sage Consulting, Energy Source, LLC and US Geomatics (referenced throughout this report as the "Tri Sage team") has recommended herein three preferred high voltage transmission line projects that will support the export of renewable energy transport out of the state of Nevada. The details of how the planning and routing was completed, along with assumptions, key stakeholder meetings and technical aspects are all detailed in the following sections. Presented in this section is the summary of the findings.

1.2 EXPORT OPPORTUNITY SUMMARY

The transmission system in Nevada is primarily owned and operated by NV Energy. This system can currently accommodate renewable energy export, however, the current transmission infrastructure is fully utilized by generators in and outside of Nevada to export or transmit resources through of the state Nevada. The transmission system in the north is fully subscribed on a firm basis for both import and export of energy. In the south, firm export transmission capacity is also fully subscribed and includes coal generated power transmitted from Utah, through the State of Nevada, to California.

Using the renewable energy zones established by the Renewable Energy Transmission Access Advisory Committee (RETAAC) team (RETAAC mapping shown for reference in Appendix A), and incorporating both knowledge and known renewable developments into the overall export opportunity evaluation, three areas were identified that would allow for both sufficient supply and demand to interface through new transmission line projects.

1.3 PREFERED PROJECT SUMMARIES

Three corridor level routing opportunities were identified and studied, which then allowed the team to establish multiple routing alternatives and ultimately identify three proposed high voltage transmission line export projects. These projects provide transmission access to the north, east, and south, enhancing new transmission export paths into the neighboring states of California and Utah.

Figure 1.1 - NEAC Proposed Export Route Map, provided below for reference, depicts the three proposed transmission line projects along with the RETAAC renewable energy zones and the existing major transmission lines within the state.

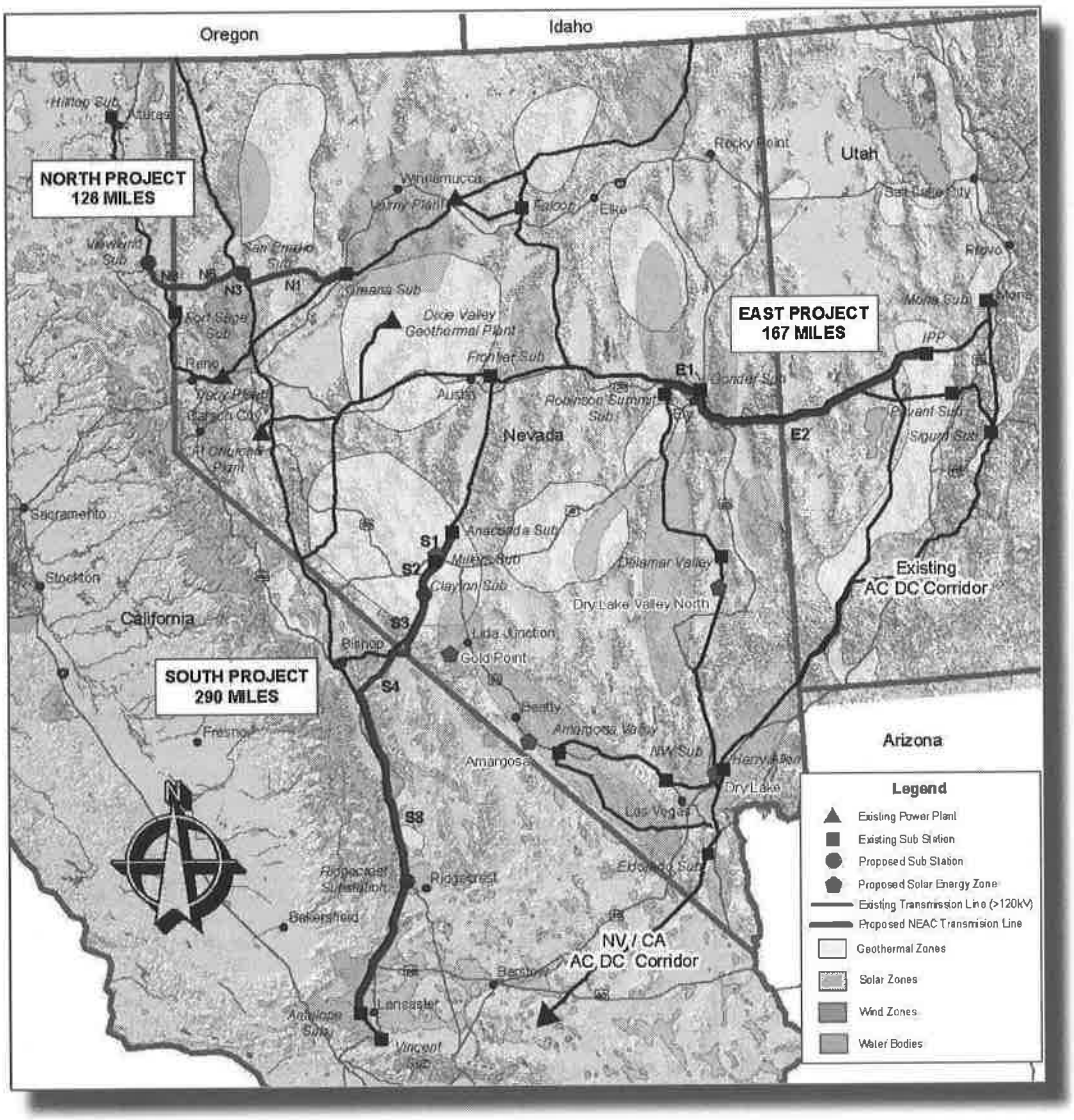


Figure 1.1 – NEAC Proposed Export Route Map

1.3.1 North Project

(500 MW incremental and 1,000 MW total with LMUD project rating, for a cost of $197,880,000)

The northern project focuses on export into the northern central California market and utilizes the proposed transmission project by Lassen Municipal Utility District (LMUD). This route is proposed as a 345 kilovolt (kV) transmission line that will interconnect into the NV Energy grid at the Oreana Substation, and will terminate into the LMUD proposed Viewland Substation; reference *Figure 1.2 – Preferred North Route (Project)*. This project is highly dependent upon the completion of the LMUD substation and transmission line, and will require immediate coordination with LMUD and the parties associated with the LMUD project.

This northern project is projected to provide 500 megawatts (MW) of incremental export capacity. Coupled with the LMUD project rating of 500 MW, the overall transmission improvements allow for 1,000 MW of total incremental export capacity and collection, and export of power from the northern region of the renewable energy zones. This project specifically will benefit renewable projects near the San Emidio area, the Tribal renewable resources, and multiple other areas rich with resources in northwest Nevada. The line route is 126 miles long and is estimated to cost $197,880,000. This is the total project cost (i.e. final design, permitting, construction) including the associated substations at each terminus. A third substation (San Emidio Substation) is proposed to be accommodated (but is not included in the cost) midway along the project to support renewable energy collection from renewable energy zones (REZs) north and south of this area.

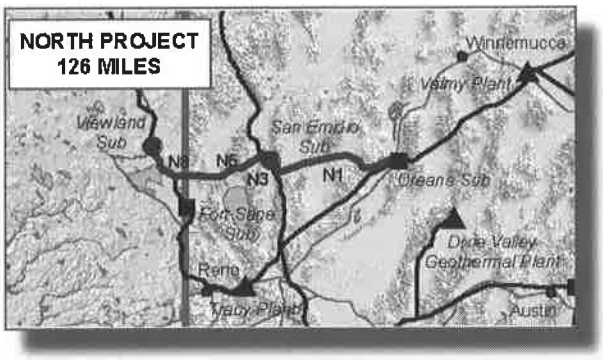


Figure 1.2 – Preferred North Route (Project)

The proposed North Project will:

- Provide a backbone collector system for Northwestern Nevada.
- Relieve congestion and increase firm transfer capacity of the Alturas tie line.

- Provide another transmission source into the proposed Viewland Substation, facilitating future transmission projects from Northwest Nevada to the Northern California backbone transmission network.

This project is highly dependent on the LMUD proposed project, and as such it is recommended that the most immediate focus be in support of, and in coordination with, the LMUD project development team.

If the Tracy–Fort Sage–Viewland 345 kV transmission project, as proposed by NV Energy's Renewable Transmission Initiative (RTI), proceeds and is completed, the North Project, as proposed herein, is duplicative in all aspects except it offers better interconnection opportunities for renewable generation locations in Northwest Nevada. The decision to proceed with the NEAC North Project will need to be made once the RTI (Tracy to Ft. Sage) outcome is known.

The North Route evaluation assumed the RTI Tracy to Ft. Sage segment is not constructed, but the RTI portion from Dixie Valley to Oreana is constructed. This assumption was made since this Dixie Valley to Oreana segment provides a strong collection opportunity in the event that the LMUD and North Project proceed.

1.3.2 East Project

(345 kV – 400 to 600 MW for a cost of $230,570,000, and 500 kV – 750 to 1000 MW for a cost of $413,740,000)

The eastern project provides an opportunity for Nevada to move power from the north end of the NV Energy ON Line project (interconnecting at Robinson Substation) into central Utah (interconnecting at the Intermountain Power Project (IPP) Substation); reference *Figure 1.3 – Preferred East Route (Project)*. This line would allow for export from Nevada, through Utah, into the southern California utilities that have transmission rights at IPP. Currently, export through the AC (alternating current) transmission network, from IPP to Eldorado Substation in Southern Nevada, is highly constrained. However, as coal sales decrease through this path due to California initiatives to limit coal power purchases, available capacity can be utilized through this route to allow for renewable energy sales into the southern California market.

This eastern project is projected to provide a range of export capacity based on voltage; 345 kV and 500 kV have been considered. If a 345 kV voltage is used the incremental export capacity is estimated to be between 400 and 600 MW. If 500 kV is selected the range of export capacity is projected to be between 750 and 1000 MW. The proposed route would allow power to be transferred into the existing AC/DC corridor that flows into the southern California market. A

preliminary evaluation has shown that the final economic decision of line size will be dependent upon the market demand for the capacity on the line.

The line route is 167 miles and is estimated to cost a total of $230,570,000 at 345 kV and $413,740,000 at 500 kV, inclusive of substation expansion costs. The terminal at the western end of the route is the Robinson Summit Substation, which is currently under construction as part of the ON Line Project. The eastern termination is the existing IPP Substation. This IPP substation is an existing hub of power transfer from the coal generation in Utah into the California Market. No new substations, only expansions of existing substations, are proposed for this project. However, the IPP expansion allows for the opportunity to continue east and interconnect into the Mona Substation, which could allow for additional market sales (this could expand the number of southern California buyers). This option was evaluated as part of the East Project, but was not selected as the preferred terminus. Mona can be considered in the future if the market warrants.

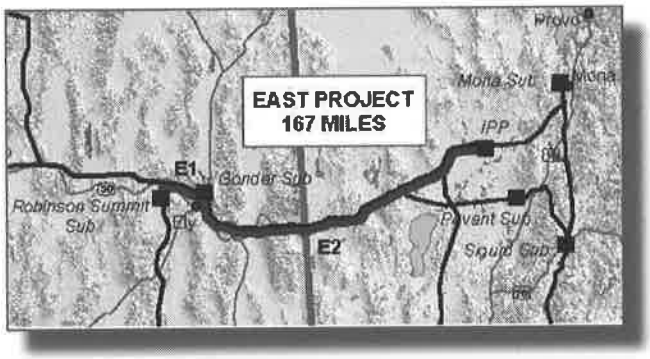


Figure 1.3 – Preferred East Route (Project)

The proposed East Project will:

- Allow for the export from Nevada, through Utah, into the Southern California utilities that have rights at IPP.
- Create opportunity for Nevada to capture capacity as it becomes available from the reduction of coal-based power purchases.
- Utilize existing line projects to assist with permitting and land acquisition.
- Support renewable energy interconnection and sales from central Nevada.
- Not require California Environmental Quality Act (CEQA) project permitting review.

The next step for moving this project forward is to further develop an understanding of the market interest of the IPP participants, as well as other California utilities with transmission rights at Mona Substation.

1.3.3 South Project
(750 to 1000 MW for a cost of $595,310,000)

The South Project is unique in that it provides incremental and new export capacity through a route that is not physically constrained and allows for improved electrical reliability. This route is proposed to be a 500 kV transmission line originating in the Tonopah, Nevada area and terminating in the Los Angeles, California area at the Antelope Substation; reference *Figure 1.4 – Preferred South Route (Project)*. This project will interconnect into the NV Energy electric grid at the existing Anaconda-Moly Substation at 230 kV voltage. The line will continue into a proposed Clayton Substation that will step up to 500 kV voltage. From this point, the line will terminate in southern California at the existing Antelope Substation.

This scenario assumes that the NV Energy RTI is not constructed. This was necessary since the RTI outcome is unknown and is not scheduled for completion until early 2012. Two other scenarios were also considered and are presented for consideration. However, at this point in time, given the status of the RTI, this is the preferred South Project alternative for this NEAC project.

This South Project electric grid connection from Nevada to southern California offers the potential to increase export out of Nevada in a location that can integrate well with existing transmission in Nevada and California, and it has a good possibility of being permitted. The strategic siting of this line allows for interconnections into renewable energy zones in upper Nye County, Mineral County, and west central Nevada. By interconnecting into the Antelope Substation area, the renewable energy export will reach a less constrained segment of the California grid, which is on the northern side of Los Angeles, and also taps into the Southern California Edison (SCE) grid. This route avoids the electrical grid and physical environmental constraints through the Eldorado Substation by establishing a new line route into California, west of the existing Western Electricity Coordinating Council (WECC) Path 46. The WECC Paths associated with Nevada are discussed in more detail in Section 4.

In addition to accommodating renewable energy export, this new transmission line would help to reduce the existing WECC "donut hole" in central Nevada; ultimately opening not only export but a new transmission interconnection with California for other transmission transactions as well.

In addition to the terminations at the north and south ends, a new substation in southern California (Ridgecrest Substation) has been proposed that can be accommodated midway along the California segment. This substation will allow for California resources (if requested) to interconnect on the line, thus functioning as a collector to facilitate additional transfer of renewable energy on the project. The cost associated with the Ridgecrest Substation is not

included in the final cost estimate since a collector substation such as this would be funded by the participating renewable energy developers. However, for reference, a cost estimate has been completed specific to this substation and is included in the project details.

This South Project is projected to provide approximately 750 to 1000 MW of capacity into the southern California market. The line length is 290 miles and is estimated to cost approximately $595,310,000, including new substation and expansion of existing substations costs.

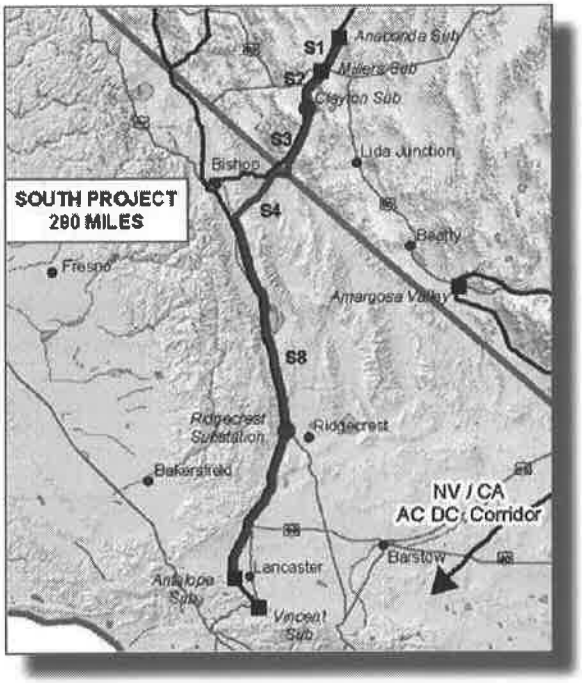


Figure 1.4 – Preferred South Route (Project)

The proposed South Project will:

- Provide incremental export out of Nevada that integrates with existing transmission in Nevada and California.
- Allow for interconnections into renewable energy zones in upper Nye County, Mineral County, and west central Nevada.
- Offer interconnection for California based renewable developments for the renewable energy zones in the Ridgecrest area.
- Connect with Antelope Substation to reach a less congested segment of the existing California grid.
- Avoid the electric grid constraints (electrical and physical) through the WECC Path 46.

The next step for this South Project will be to facilitate meetings with all the affected transmission planning sub-regions and balancing authorities.

1.4 CONTINGENT PROJECT SCENARIOS

The proposed "preferred" project alternatives herein (North, East and South) were identified, planned and routed with the intent of integrating into the existing NV Energy transmission system, taking advantage of existing and planned grid collector lines. Full consideration was given to not only the existing system, but also to the 500 kV ON Line Project that is currently under construction, the proposed Valley Electric Association (VEA) 500 kV project, and the proposed Renewable Transmission Initiative (RTI) that is currently in the planning phase. Due to the early stages of the RTI, consideration was given for both; approval or denial of the RTI project and alternative projects were established that could be included in the southern project to off-set the delay or cancelation of the RTI projects.

Two such South Project alternatives that were identified take into consideration the following scenarios: 1) The South Project being constructed in absence of RTI, but in conjunction with the construction of the VEA proposed 500 kV project; and 2) The South Project being constructed in conjunction with the RTI. Both of these scenarios add an element for additional line work consideration and are presented below.

1.4.1 South Project in Absence of RTI

With the Construction of the Valley Electric Association 500 kV Project (1500 to 2000 MW for a total cost of $930,650,000)

In the event that the NV Energy RTI project does not proceed, but VEA does construct their 500kV project, the South Project proposed herein should be evaluated to determine if the market warrants expansion to include a 500 kV line from the NEAC proposed Clayton Substation to the VEA Pahrump 500 kV Substation. This proposed line route would utilize the 1964 U.S. Bureau of Reclamation (BOR) DC Transmission Line Alignment, which was never constructed but was mapped and recorded in the BLM archives; reference *Figure 1.5 – South Route Alternative without RTI but with VEA Project*. The Tri Sage team conducted a preliminary review of this route but did not conduct a full constraint evaluation as part of this report.

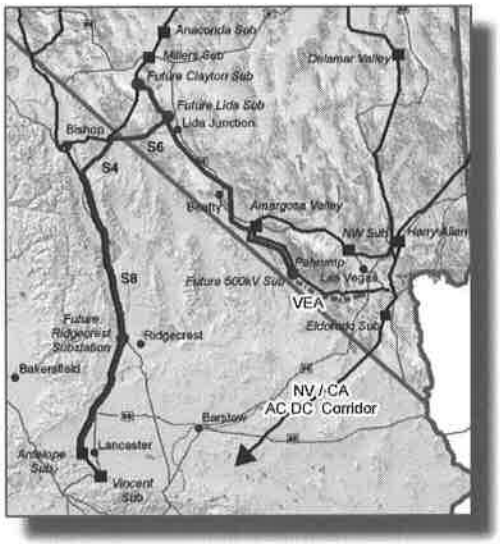


Figure 1.5 – South Route Alternative without RTI but with VEA Project

This Clayton Substation to Pahrump line would allow for the collection of renewable energy resources throughout the Nye County area. It would also tie into the Pahrump 500KV substation. This would open up additional capacity in addition to interconnecting into

what will be a 500 kV CAISO (i.e. California Independent System Operator, also California ISO) substation in Pahrump. The total South Project line rating with this addition would potentially be 1500 to 2000 MW, potentially adding 1000 MW to the original South Project rated capacity. The total estimated cost for this expanded South Project would be $930,650,000.

The details of this South Route Alternative were evaluated to the extent possible, without performing detailed constraint mapping and routing. If this scenario is determined to be viable based on the VEA and RTI project outcomes, the next step will require complete project routing and a preliminary design.

1.4.2 South Project with RTI Built
(750 to 1000 MW for a cost of $517,430,000)

In the event that NV Energy is successful and builds the RTI southeast segment of their proposed project, the South Route should be modified to have the northern termination point at proposed Lida Substation, just north of Lida Junction; reference *Figure 1.6 – South Route Alternative with RTI*. The northern terminus could *electrically* be at either Clayton or Lida Substations. Terminating at Lida Substation offers the benefit of an overall reduced line length. The ultimate decision should be based on the coordination with the RTI location of their designated substation. Note that not only the RTI, but the National Environmental Policy Act (NEPA) process will be a determining factor. The estimated cost associated with the north terminus relocated to Lida is estimated to be $517,430,000.

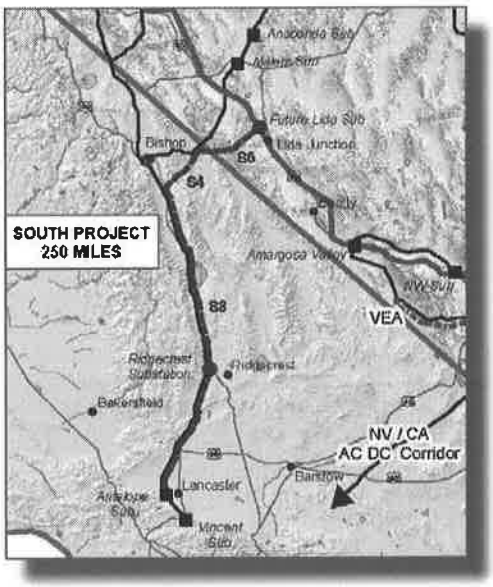


Figure 1.6 – South Route Alternative with RTI

The timing of this report conclusion and the release of the RTI findings did not coincide enough to warrant full evaluation of this option. Therefore, similar to the scenario presented in Subsection 1.4.1, if this routing option comes to a point of viability, the next step will require that complete project routing and a preliminary design be done. Before routing and design work can begin however, it will be critical to coordinate with NV Energy to establish the beginning terminus of the line (i.e. Lida or Clayton).

1.5 PROJECTS COSTS AND RATINGS SUMMARY

The following *Table 1.1 – Projects Summary of Costs and Ratings*, has been provided to show a summary of each project, including alternatives that have been studied, along with costing and voltage breakout.

Project & Description	Voltage	Project Mileage	Transmission Estimated Cost[1]	Substation Names	Substation Estimated Cost[1]	Total Project Estimated Cost[1]	Average Total Estimated Cost/Mile[1]	Potential Incremental Path Rating (mw)		Total Cost per kw		Comments
								Low	High	Low	High	
North Project:												
Oreana to Viewland & No LMUD	345 kV	126	$172,880,000	Oreana Sub	$8,900,000							Assumes Viewland Sub is built from a green field site. Assumes that NVE RTI from Ft. Sage to Viewland is not constructed, but NVE RTI from Dixie Valley to Oreana is constructed.
				Viewland Sub	$16,100,000							
Assumes partial RTI only (see comments)				Phase Shifter	$3,200,000							
Total		126	$172,880,000		$28,200,000	$201,080,000	$1,596,000		70		$2,873	
or												
Oreana to Viewland & LMUD	345 kV	126	$172,880,000	Oreana Sub	$8,900,000							This project combined with the LMUD project, have a combined 1000MW incremental path increase. Same RTI scenario as above.
				Viewland Sub	$12,900,000							
Assumes partial RTI only (see comments)				Phase Shifter	$3,200,000							
Total		126	$172,880,000		$25,000,000	$197,880,000	$1,570,000		500		$396	
East Project:												
Robinson Summit to IPP	345 kV	167	$207,870,000	Robinson Summit	$13,000,000							
				IPP Sub	$9,700,000							
Not RTI Dependent Total		167	$207,870,000		$22,700,000	$230,570,000	$1,381,000	400	600	$576	$384	
or												
Robinson Summit to IPP	500 kV	167	$303,840,000	Robinson Summit	$17,900,000							
				IPP Sub	$92,000,000							
Not RTI Dependent Total		167	$303,840,000		$109,900,000	$413,740,000	$2,477,000	750	1000	$552	$414	
South Project:												
Anaconda to Clayton Substation	230 kV	37	$20,840,000	Anaconda Moly	$12,100,000							Most of the transfers must come from Tonopah area generation. High-speed transfer tripping required.
&				Clayton Sub1	$75,350,000							
Clayton to Antelope Substation	500 kV	253	$476,120,000	Antelope Sub	$10,900,000							
Assumes No RTI Total		290	$496,960,000		$98,350,000	$595,310,000	$2,053,000	750	1000	$794	$595	
or												
Anaconda to Clayton Substation	230 kV	37	$20,840,000	Anaconda Moly	$12,100,000							Half the rating increase must be scheduled to Pahrump/Eldorado and half to Antelope. Some high-speed transfer tripping may be required.
&				Clayton Sub1	$75,350,000							
Clayton to Antelope Substation	500 kV	253	$476,120,000	Antelope Sub	$10,900,000							
&				Clayton Sub2	$17,650,000							
Clayton to Pahrump Substation	500 kV	174	$299,790,000	Pahrump Sub	$17,900,000							
Assumes No RTI & with VEA Total		464	$796,750,000		$133,900,000	$930,650,000	$2,006,000	1500	2000	$620	$465	
or												
Lida to Antelope Substation	500 kV	251	$476,230,000	Lida Sub	$30,300,000							
				Antelope Sub	$10,900,000							
Assumes RTI Total		251	$476,230,000		$41,200,000	$517,430,000	$2,061,000	750	1000	$690	$517	

[1] *Costs are rounded*

Table 1.1 – Projects Summary of Costs and Ratings

1.6 MARKET EXPORT OPPORTUNITY SUMMARY

Specific to California and their potential interest for import of renewable energy to meet their aggressive RPS, it will be critical for the states of Nevada and California to establish a clear understanding of this policy and how it will be implemented. Once that is addressed, the associated political barriers will begin to open and each of the Projects can be considered for moving forward and ultimately be constructed.

Each Project presented herein provides its own unique opportunity for the California markets. In addition to export opportunity to California, the South Project will facilitate the opportunity for California based renewable energy generation development along the route to interconnect at the proposed Ridgecrest Substation, located in the Ridgecrest/Owens Valley area of southern California.

The North Project provides the opportunity for interconnecting renewable generation in northwest Nevada at the proposed San Emidio Substation near Gerlach, Nevada, for export to the northeast California area.

While the East Project does not have any planned intermediate collection substations, there is opportunity to interconnect at both terminus' but also throughout the NV Energy system tying to the Gonder and Robinson Summit Substations. Moreover, the overall buying market for the East Project is the Southern California utilities utilizing their existing transmission rights at either IPP and/or Mona.

These Projects complement the overall development of renewable energy export resulting in considerable opportunities to the state of Nevada. These opportunities exist in the form of developing intellectual technology as well as actual renewable energy production. All of this is currently limited by the lack of electric transmission infrastructure reaching neighboring states, specifically the most critical market of California. California currently has a 60,000 MW coincident peak load which reflects the potential under their current RPS standard of the total renewable energy demand. Nevada will depend upon the ability to transport electricity from the north, central and southern areas of the state in order to both support the potential California renewable energy need as well as boost economic development within Nevada. This report, along with the efforts completed in support of the report, addresses California's renewable energy need and presents not only export options from Nevada to California, but also discusses the non-tangible political/economic issues facing Nevada.

1.7 BENEFITS TO NEVADA

As NEAC moves forward with the development of the project proponent team and financing structure, it will be critical to maintain clarity that these Projects will have a life expectancy of well over 50 years, and will result in an extensive tax base for the state of Nevada as well as support for the development and enhancement of the technology base for the renewable energy development within the state. These Projects, during the course of planning, design and construction, will create jobs throughout Nevada. Once completed, they will provide a key piece of infrastructure for Nevada, representing not only a new source of renewable energy export but substantially greater reliability and energy diversity for both Nevada and California.

Executive Order #2011-18, issued by Nevada Governor Brian Sandovol on November 21, 2011, was a directive for the development of a new energy industry task force that will focus on many of the issues required to fully vet the merits of renewable generation and the resulting required transmission to the state of Nevada. A copy of this executive order is included in Appendix A for reference. These Projects offer an opportunity for the task force and the State to advance renewable energy export.

BOARD OF SUPERVISORS
COUNTY OF INYO

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November 20, 2012

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Re: Potential Future Transmission on BLM Lands in Inyo County

Dear Ms. Lovato, Mr. Reiland, and Mr. Quillman,

On behalf of the Inyo County Board of Supervisors, we are pleased to continue working with the Bureau of Land Management (BLM) to plan for appropriate renewable energy development in Inyo County. Towards that end, we were recently briefed regarding planning being undertaken in Nevada that advocates transmission upgrades through Inyo County. The West Wide Energy Corridor Programmatic Environmental Impact Statement also considers transmission upgrades through the County. We support these efforts, but we are concerned about potential impacts to us and believe that specific routes may be superior to others, and we hope that we can provide input to the BLM regarding any routing considerations as early as possible.

As you may be aware, our General Plan[1] supports the development of adequate utility corridors, encourages colocation of utility corridors over expansion of new routes, indicates that corridors passing through the County should provide some benefit to the residents of the County, and that transmission facilities shall be designed and located to not impact the health, safety, or welfare of residents and visitors to the County. To that end, we request that you inform and coordinate with us as soon as possible regarding any discussions to develop transmission corridors in the County.

It continues to be a pleasure to work cooperatively with the BLM to plan for renewable energy that benefits us locally, as well as regionally, State-wide, nationally, and globally. If you have any questions or to begin coordination, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292, or at kcarunchio@inyocounty.us. Thank you.

Sincerely,

Marty Fortney

Supervisor Marty Fortney, Chairperson
Inyo County Board of Supervisors

cc: Board of Supervisors
Administrative Officer
County Counsel
Planning Director
Jim Kenna, BLM
Ed Armenta, INF

[1] Refer to http://inyoplanning.org/general_plan/index.htm.

Attachment 5