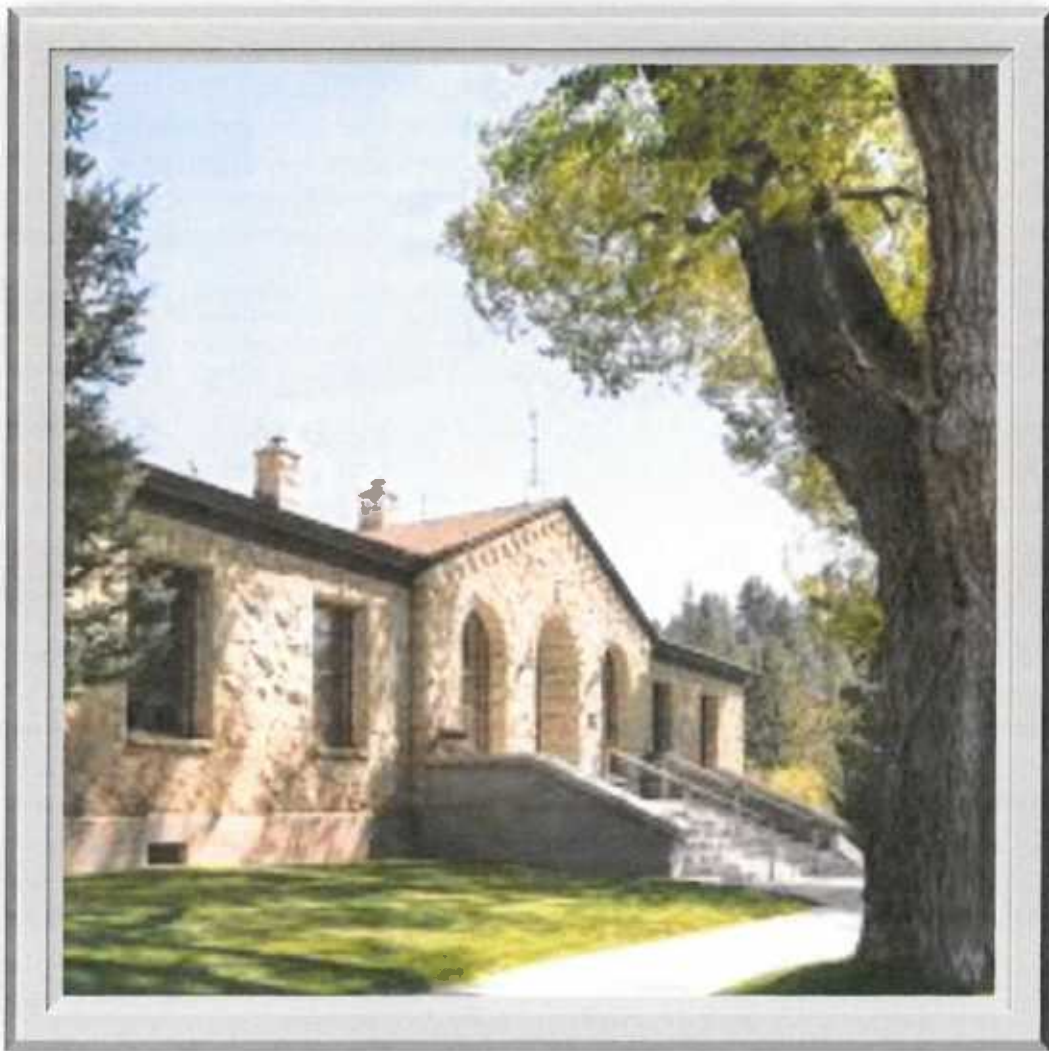




**Alpine County
Superior Court**

**Alpine County
2016-2017**

Civil Grand Jury Report



Alpine County Civil Grand Jury

P.O. Box 102

Markleeville, CA 96120

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June 30, 2017

Alpine County Superior Court
The Honorable Judge Thomas Kolpacoff
Presiding Judge
Alpine County Superior Court
Markleeville, CA 96120

Dear Judge Kolpacoff,

On behalf of the 2016/17 Alpine County Grand Jury, I am pleased to present our Grand Jury Final Report. It has been an honor and a privilege to have served the interests of Alpine County's citizens as the Foreperson on this year's Grand Jury.

It was a true pleasure to serve with the rest of my fellow Jurors and I am very proud of the work that we have done. I would like to express my profound thanks to all the Jury for their diligence, tenacity and cohesiveness to complete this Report. The makeup of this Grand Jury was from a diverse demographic of County residents representing business, working persons, and retired persons with varied other interests and talents, ages, and geographic representations. We also had the pleasure of having a 2011 Alpine County Grand Jury member returning which helped the rest of us on the team immensely in developing the work flow and procedures necessary to conduct our business efficiently.

This team has worked tirelessly and as a cohesive body over the past year to respond to citizen complaints, review areas of concern or interest, perform in depth inquiries and investigations into the subjects, and report on areas where we felt improvements could and should be made. Our goal was to express to the best of our ability unbiased, fair-minded, fact-based, and constructive recommendations on the subjects in our Report, to help our government employees do their jobs better and to improve the awareness of our fellow citizens of our County as to some of the challenges we all face.

In compliance with the Civil Grand Jury mandate to select, review and report on County Governmental Agencies or Departments, our focus in this term was on the contractual relationship between Alpine County and the South Tahoe Public Utility District (STPUD), citizen complaints regarding Brown Act violations, and a study of two particular areas in the Alpine County Department of Finance; Measure A and Personnel.

Additionally, field trips were held to visit the Sheriff's Office, Fire Department, and the Community Planning and Development Departments. Interviews were held with members of the Assessor's Office though no formal report on this office was made.

We believe the goal of the Grand Jury to present its findings in an objective fashion was achieved. The STPUD Report focuses attention on the need for carefully reviewing and perhaps renegotiating the existing contract between Alpine County and the South Tahoe PUD. The Brown Act Reports addresses the need for better and more timely public access to governmental meeting agendas and encourages a better understating of Brown Act requirements by government representatives as well as the community at large. This Finance review investigates the projected vs. actual fiscal impact of Measure A which passed in 2012 and the policies, procedures, and training implemented and followed by the Personnel Department in human resources and personnel-related matters.

We would like to thank each representative of the Alpine County government we met with for their courtesy, professionalism, forthright approach, and for their assistance in helping us better understand

their respective areas of responsibility. We learned a great deal and were impressed with how well each of the representatives we met with have managed their areas of responsibility in spite of the many unique challenges, both financial and otherwise, that come with being both the least populated county in California as well as one of the most remote. A common theme realized by the Grand Jury during this term was that each department reviewed was challenged to meet their respective operational and California government mandated requirements on very limited budgets. As a Grand Jury, we applaud their efforts to meet these challenges.

Judge Kolpacoff, I wish to thank you for the privilege to have been selected to serve as Foreperson this term. I found it to be a rewarding experience and greatly appreciate your confidence in my ability to carry out this most worthwhile charge. It is my hope that these Findings and Recommendations contained in our Report are given serious consideration by the respective persons and departments so that continuous improvement can be realized.

I would like to close by encouraging other Alpine County citizens in the community to become more involved in the Grand Jury process in the future so that this important aspect of citizen oversight can be carried out in our county in a more continuous and consistent fashion.

Respectfully,



Eric Reuter

Foreperson

2016-2017 Alpine County Grand Jury

Superior Court of the State of California
County of Alpine

Thomas D. Kolpacco ff
Presiding Judge
Richard D. Meyer
Judge



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ALPINE COUNTY
2016-2017 CIVIL GRAND JURY

JOHN CRESSATY

CAROL DAUM

ERIC REUTER

ROBERT ESSAFF

ANNIE ESSAFF

KATE HARVEY

DON CONLEY

*RON HODGES

EVAN MECAK

KARRIE BAKER

PHILLIP HANSEN

August 31, 2016

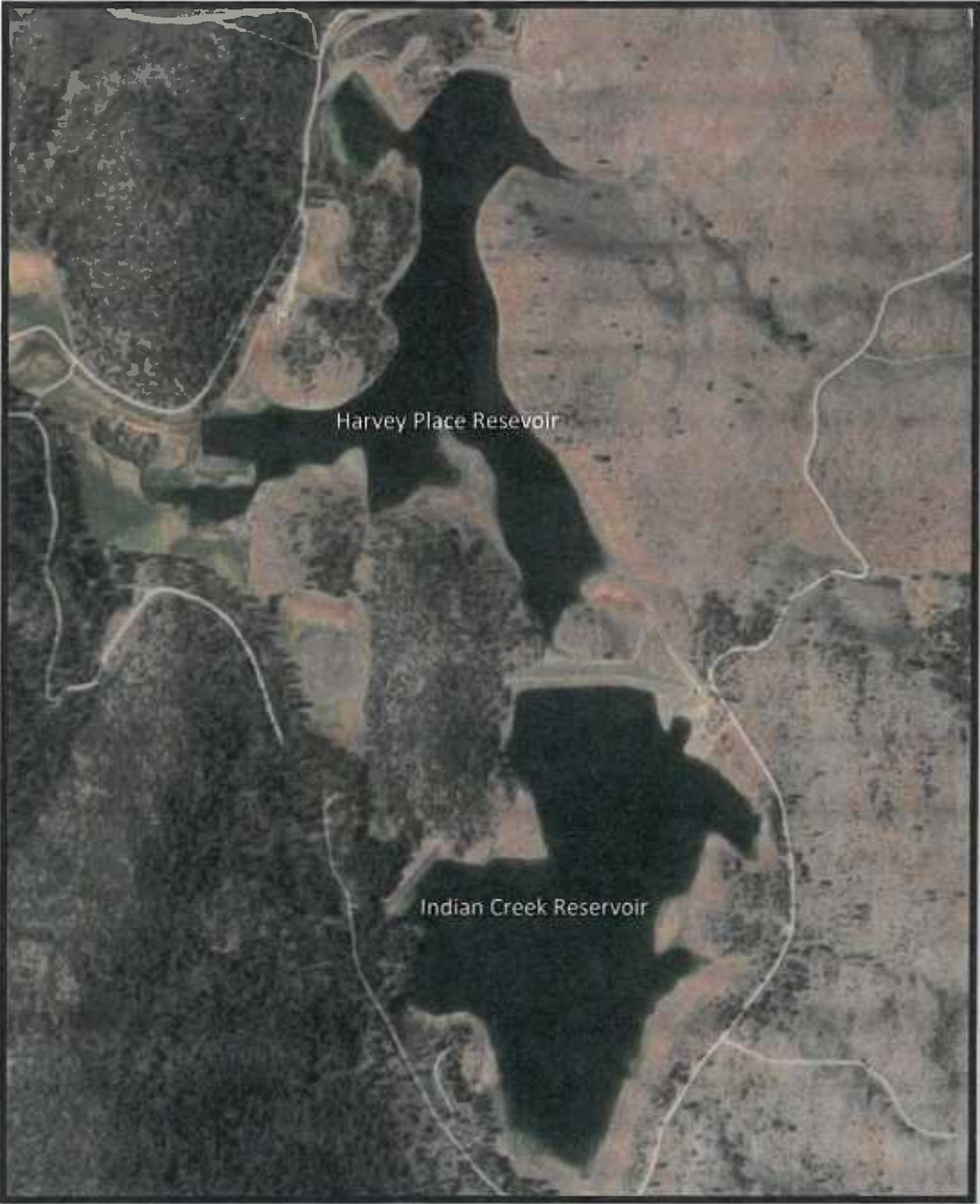
*Ron Hodges resigned on June 15, 2017 due to moving out of Alpine County

2016-2017 Alpine County Civil Grand Jury

Investigative Reports

INVESTIGATIVE REPORT

SOUTH TAHOE PUBLIC UTILITY DISTRICT CONTRACT INVESTIGATION



South Tahoe Public Utility District

Background: As mandated by the 1967 Porter-Cologne Act all wastewater generated in the Lake Tahoe Basin must be pumped out of the basin and not be released in the open environment anywhere within the Lake Tahoe watershed. Alpine County is one of three communities receiving Lake Tahoe Basin wastewater. South Tahoe Public Utility District (STPUD) pumps wastewater to its Diamond Valley facility in Alpine County. In North and West Shore communities, wastewater is pumped to the Truckee treatment facility. Nevada wastewater from Incline Village, Stateline and other Tahoe East Shore communities is pumped to the North Douglas County treatment facilities.

Finding 1: There is opportunity for Alpine County to provide a greater benefit to its citizens by improving its partnership with STPUD. The current consolidated agreement was passed by Alpine County Board of Supervisors (BOS) on November 5, 2002 in an unprecedented manner. Don Jardine and Herman Zellmer were the only Supervisors to vote on the agreement which is a direct violation of California Government Code 25005 concerning quorums. The vote passed 2-0 due to one member absent, one seat vacant and one member abstaining from the vote.

Finding 2: Under the 1983 STPUD agreement, Alpine County receives \$100,000 annual compensation for accepting STPUD wastewater. This figure is not adjusted for inflation; however, it has been adjusted for new hookups and is currently at \$113,900. In 2017 dollars, the agreement is only worth about 46% of its original value, or approximately \$45,800. By 2050 the agreement will be worth approximately 10% of its original value when adjusted for inflation, or a little more than \$10,000. Originally set up as a mitigation fund, monies became general use revenue when STPUD agreed to accept all liability for wastewater pumped into Alpine County after Alpine County voters, by a vote of 217 to 207, approved the 1983 Sewage Quality Initiative. There is no restriction on how these funds are spent. In 2010 Alpine County BOS approved using these funds to finance rebuilding its county offices.

Finding 3: As required by the 1983 Sewage Quality Initiative, Alpine County received \$15,000 annually to do independent testing of groundwater in the dispersal area. Alpine County stopped independent groundwater testing sometime in 2009 and once the maximum balance of \$60,000 was reached the county no longer receives groundwater testing funds from STPUD. The action to stop testing is in direct violation of the 1983 Initiative. There is currently a balance of \$50,411 in the county budget reserved for testing. The last payment received from the District was dated 8/23/2010. The funds on balance are being used to pay for a separate groundwater monitoring program which is not related to STPUD discharges. Annually Alpine County is paying approximately \$1,000 to \$2,000 for this separate program.

Finding 4: Alpine County receives 15,000 pounds of fish planted annually to be paid entirely by STPUD.

Finding 5: STPUD has limited options for pumping wastewater out of the Lake Tahoe Basin other than sending it to Alpine County. It could create a system going over Echo Summit and keep the wastewater in El Dorado County, however this is an unlikely scenario due to the expense and required approval from El Dorado County. Due to current federal regulation STPUD is not permitted to send wastewater

across state lines. STPUD has invested significantly in its Diamond Valley facility and has indicated a desire for a long-term partnership in Alpine County.

Recommendation 1: Given that the consolidated agreement from November 5, 2002 was only approved by two board members, a re-vote is recommended as a remedy to comply with California Government Code 25005. At the same time, it is advised the BOS seek legal counsel and make a request to reopen and reconsider the Agreement with STPUD and hold public hearings accordingly as needed for the re-vote.

Recommendation 2: It is recommended the BOS request to have annual adjustments for inflation added to the agreement. Alpine County would be receiving about \$248,000 annually if the 1983 figure was adjusted for inflation. The 1995 Alpine County Grand Jury made this exact same recommendation which was never acted upon. If the 1995 recommendation was acted upon Alpine County would be receiving about \$158,000 annually if the annual adjustment for inflation took effect in January of 1996. Compounded annually since 1996 this equals net \$500,000 in revenue to the county.

Recommendation 3: Alpine County is legally required to do independent wastewater testing by voter mandate in the Sewage Quality Initiative of 1983. It is recommended that the county resume this testing immediately as required. Because past tests returned similar results as STPUD tests, it is recommended the county take a proactive approach and start testing for additional pollutants in wastewater which are not currently being tested for by STPUD. Examples include hormones such as 17a-Ethynsylestradiol, 17b-Estradiol, Estrone, Progesterone and Testosterone as well as pharmaceutical and personal care products (PPCP) such as Bisphenol A, Diclofenac, Gemfibrozil, Ibuprofen, Iopromide, Naproxen, Salicylic acid, Triclosan, Acetaminophen, Amoxicillin, Azithromycin, Caffeine, Carbamazepine, DEET, Diazepam, Fluoxetine, Meprobamate, Methodone, Phenytoin, Primidone, Sufamethoxazole, TCEP, TCPP, TDCPP and Trimethoprim.

Recommendation 4: It is recommended that the BOS keep the fish requirement in the agreement or convert to the cash value of the fish adjusted for inflation.

Recommendation 5: It is recommended that Alpine County continue to take a path of partnership with STPUD while it negotiates to improve the Agreement. Looking outward at similar arrangements in other communities would also be a benefit to the county, especially if we are able to negotiate a model similar to North Lake Tahoe where wastewater is sent to an actual treatment plant and processed to tertiary quality levels prior to being released into the open environment.

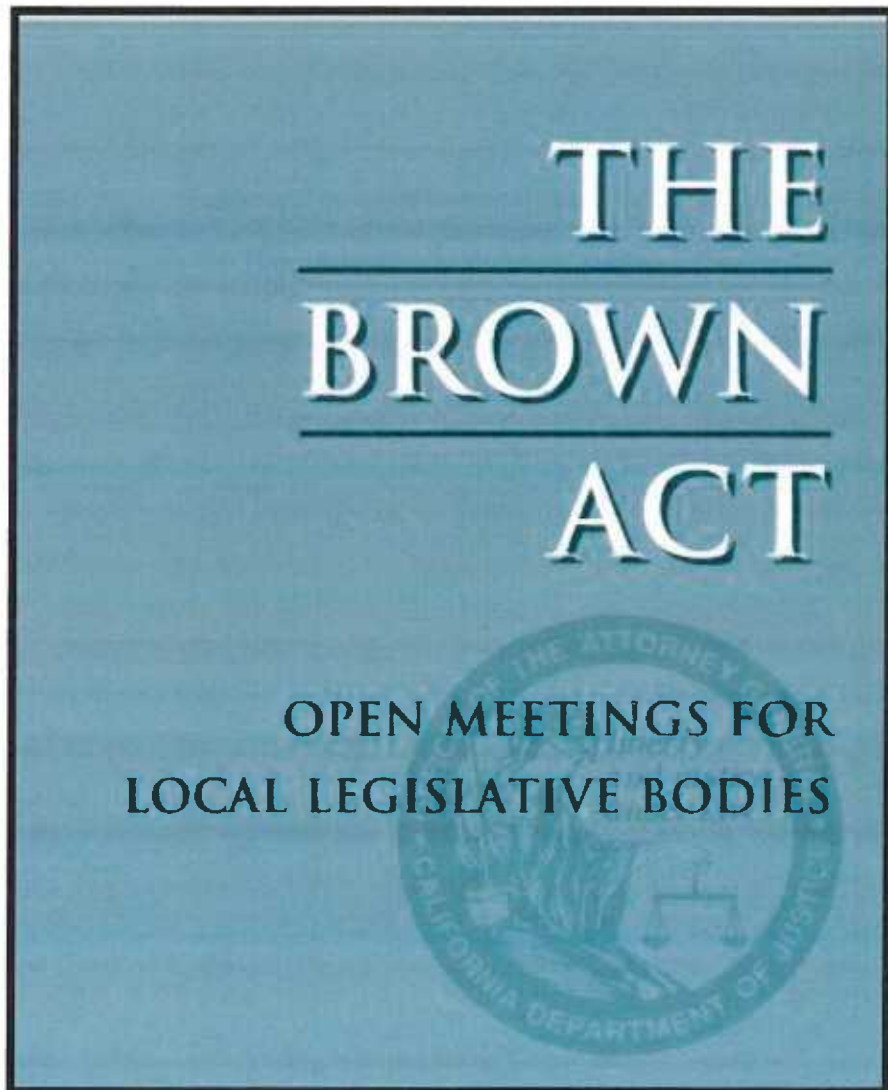
Response requested:

Terry Woodrow, Chair
Alpine County Board of Supervisors

INVESTIGATIVE REPORT

Citizen Complaints

The Brown Act



Brown Act Violations

Alpine County School Board Citizen Complaint

Background: The Grand Jury received a citizen complaint of a Brown Act violation by the Alpine County Unified School District Board of Trustees at the meeting held on December 13, 2016. It is alleged proper notice and support documents were not made available 72 hours prior to the meeting on item #8.A.6, the approval of the Superintendent's contract.

Finding 1: The Brown Act requires the meeting agenda be posted in a public location 72 hours before the meeting. This requirement was met.

Finding 2: Documents other than the agenda, such as addendum, must be provided upon request in an agenda package made available in hard copy at the district office. This requirement was met.

Finding 3: The agenda and addendums are also posted online 72 hours before the meeting. The hard copy version and the online version of the addendums were different. An addendum to item 8.A.6, the Superintendent contract, was left off the online agenda however the agenda item was listed. A review of the audio indicated there was clearly a public outcry over the addendum not being included in the online version of the agenda for item 8.A.6. Members of the public requested this item be tabled until the next legally noticed meeting. Chair Jane Starrett did not respond to these requests and the item passed 5 to 0.

Recommendations: 1 and 2: None

Recommendation 3: The Grand Jury determined that there was a technical violation of the Brown Act by the omission of the addendum to the online version. It was reported that this was an inadvertent omission and there is no official remedy at this point. It is the Grand Jury recommendation if there is a discrepancy between any agenda version, hard copy or online, the agenda item in question will be tabled until the next legally noticed meeting.

Response Requested:

Clint Celio, Chair
Alpine County Unified School District Board

Board of Supervisors Citizen Complaint

Background: The Grand Jury received a citizen complaint of a Brown Act violation by the Alpine County Board of Supervisors (BOS) for the December 20, 2016 meeting. The complaint alleged board members held serial meetings or colluded with one another to pass item 7.2, combining the positions of Chief Administrative Officer (CAO) /Director of Finance. The complaint alleged since this was such a

significant item and required amending of county code, significant discussion would have occurred and since discussion did not occur, the citizen felt it was a Brown Act violation.

Finding 1: A review of the audio of December 20, 2016 confirmed that item 7.2 passed with no discussion, however this was the second reading of item 7.2 and at the December 6, 2016 meeting there was discussion on the item and direction given from county counsel. Members of the public also spoke in support of 7.2 at the December 6, 2016 meeting. Because this was a second reading of the item no Brown Act violation occurred.

Recommendation 1: Citizens are not always aware of agenda items discussed at previous BOS meetings. The Grand Jury recommends the chairperson, prior to the second reading and vote, remind the public that the agenda item had been discussed and public comment received at a prior meeting. The BOS should be aware of public concerns and spell out debate or rationale for votes whenever possible. Language such as "take this off line" or other language meant to limit debate among board members is discouraged.

Response requested:

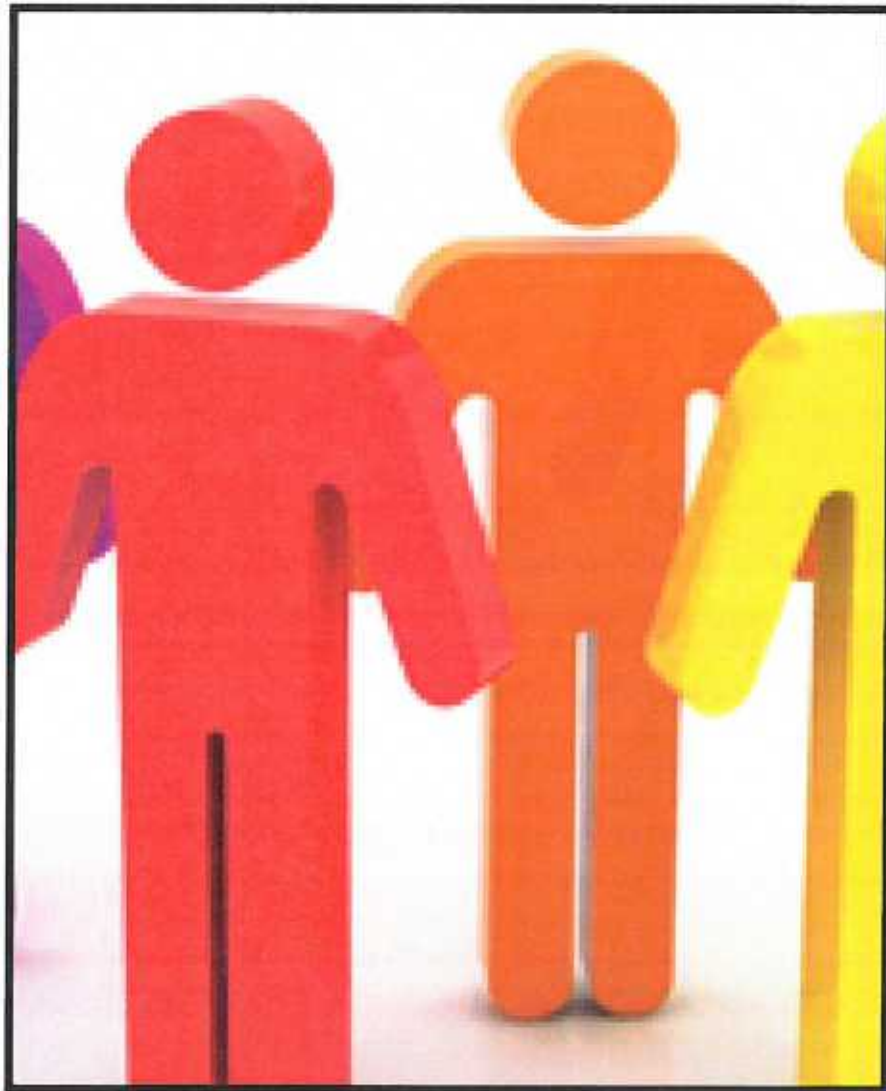
Terry Woodrow, Chair
Alpine County Board of Supervisors

INVESTIGATIVE REPORT

Personnel

and

Human Resources



Human Resources

Background: It is the opinion of the Grand Jury that attracting, motivating and retaining top employees are three of the most critical challenges that face governmental entities. Adopting and adhering to good management practices along with fair and equitable human resource policies and procedures play a significant role in ensuring these challenges can be overcome.

A citizen complaint was filed with the Grand Jury which alleged a lack of personnel and human resource training within the county government. The Grand Jury investigation of this complaint resulted in the following Findings and Recommendations.

Finding 1: The Deputy Chief Administrative Officer (CAO) to Personnel and Risk Management is the human resources position in the Alpine County Government offices. This individual is responsible for supporting County Personnel in the hiring, retaining and termination processes of County employees. The Grand Jury found the individual who currently holds this position demonstrated relevant human resources experience and appeared well-trained and open to further training in human resources related topics. She had in place appropriate human resources policies and procedures to ensure County employees had a defined process by which they could express grievances as well as expect fair treatment during disciplinary actions. There were defined avenues for appealing decisions.

In interviews with the Deputy CAO to Personnel and Risk Management the Grand Jury found that she was knowledgeable in the Policies and Procedures relevant to situations where the employee(s) were involved in grievances or other human Resource-related issues. Furthermore, she expressed her desire to engage all necessary resources to make sure employee concerns are fairly resolved.

Finding 2: Even though the job description does not require regular mandatory training for The Deputy CAO to Personnel, the Deputy does attend the yearly California Public Employees Labor Relations Association meeting and several other legal and management trainings. She subscribes to newsletters, blogs and alerts to keep current and improve management skills. When necessary she utilizes the Alpine County Counsel to address more complex human resources and personnel related matters.

The Deputy CAO to Personnel and Risk Management appears to have relevant and current experience in the field of human resources and appears to be knowledgeable and have sufficient working knowledge and contacts to be resourceful in all areas of Personnel and in Continuing Education Training.

Recommendation 1: The Grand Jury encourages the Deputy CAO to Personnel and Risk Management utilize all available resources to enhance her leadership and management skills in human resources and labor relations. We recommend she continue to communicate her role with employees as to the grievance and disciplinary processes so that fairness continues to be the key foundation of any personnel-related decision.

Recommendation 2: The Deputy CAO to Personnel and Risk Management is encouraged to continue to maintain current and relevant training in human resources and personnel issues, especially as they relate to county government and collective bargaining unit employees. Moreover, she is encouraged to ensure that fair and equitable human resources practices are followed at all levels of county government. The Grand Jury recommends that all members of the BOS, current and future, department heads or anyone supervising county employees be trained in basic human resource practices. The Grand Jury further recommends any disciplinary action be documented in writing, signed by the employee and provided copies of such documentation.

Response Requested:

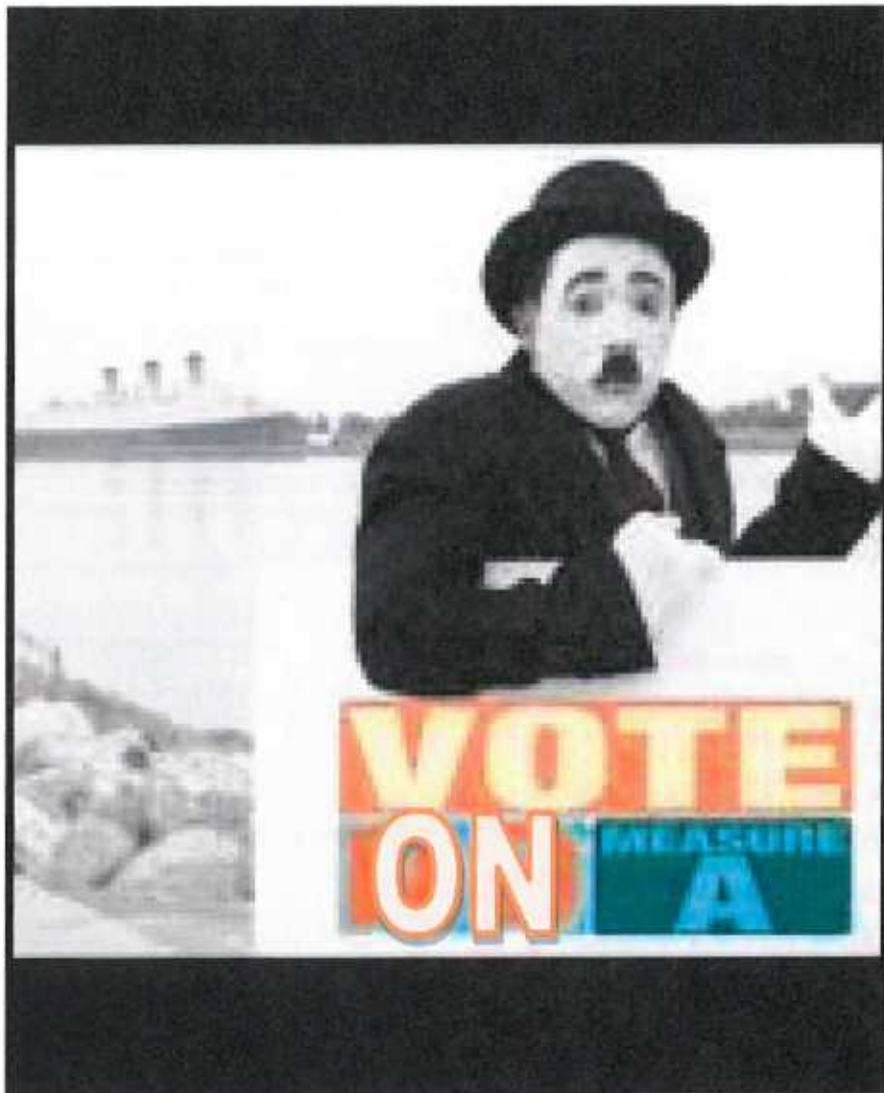
Carol McElroy, CAO and Director of Finance
Alpine County

INVESTIGATIVE REPORT

Alpine County

Fiscal Office Consolidation Act

Measure A



Alpine County Fiscal Office Consolidation Act (Measure A)

Background: The Alpine County elected Auditor resigned from office in 2012 prior to term completion leaving a vacant position. The Alpine County Board of Supervisors (BOS) voted to establish the office of the Director of Finance and consolidated within that office the offices of Auditor, Controller, Treasurer and Tax Collector, as appointed, not elected, positions. The financial analysis done to support the Measure A initiative projected a cost savings from the consolidation. This vote required approval from the general electorate and passed by a vote of 440 to 175 on November 6, 2012. A citizen complaint to the Grand Jury alleged it was unclear if any money is being saved under Measure A.

Finding 1. Per the voter pamphlet for Measure A, in 2012 the consolidation was projected to save 20.7% or a reduction of \$113,643 per year. This was written in the fiscal impact section of the voter pamphlet and was not a binding part of Measure A but rather the best estimated forecast of the budget scenarios for Measure A passing or not passing. There was little public input or forum to have questions answered other than candidate's night to verify the figures.

Finding 2. Using data provided by the Finance office, the Grand Jury attempted to analyze an apples-to-apples comparison of budgets between pre-measure A and actual expenses today. This was a challenge as there are many uncontrollable aspects to our county finances. The biggest uncontrollable categories were employee benefits, CalPERS contributions and miscellaneous professional services used to cover job vacancies or other unplanned expenses. The Grand Jury felt that since these expenses were uncontrollable they should not be included in an apples-to-apples comparison of Measure A projected savings.

Finding 3. Using the methodology from Finding 2 for comparing Measure A pre-consolidation in 2012 to post consolidation in 2017, Measure A shows a savings of \$65,718 when looking at salaries alone. \$480,870 was budgeted for salaries in 2012 which was reduced to \$415,152 budgeted in 2017. Some of the employees received cost of living increases between 2012 and 2017. When those cost of living increases are backed out, the savings increases to \$88,842. According to the Grand Jury analysis, the data provided by the Finance office confirms a cost savings has been realized as a result of Measure A. In the opinion of the Grand Jury that while the consolidation has materialized savings, it also may have put increased responsibility and burden on fewer employees. This could potentially result in a range of unintended consequences such as employee fatigue and burn-out which could increase risks to the county when the loss of key employees happens.

Recommendation 1. The Grand Jury recommends that whenever a ballot measure is brought before the voting public ample time needs to be allotted to fact check all publications and public comments made by elected officials. Scheduling public hearings and workshops needs to be done well in advance of any election. Increased transparency will help make fiscal impact statements in voter pamphlets more accurate. It is further recommended that an independent auditor fact check the fiscal impact statements for accuracy before they are distributed to the public. While these are meant to be projections every effort should be taken to make them as accurate as possible since decisions such as Measure A can have significant non-financial consequences such as those noted in Finding 3 above. Additionally, proper and timely vetting of these important decisions will improve government

transparency, allow for thoughtful analysis of the employee-related consequences, achieve more consistent public acceptance and may help in improving the accuracy of projections.

Recommendation 2. The Grand Jury encourages the county to make a greater effort to improve transparency by posting all publicly available information on county finances in a format easily accessible online. County participation in websites like transparentcalifornia.com would make it easier for citizens to compare our finances to other counties. Currently only 2016 data is available for Alpine County on transparentcalifornia.com. The Grand Jury recommends posting data going back 5 years. This data is readily available for most other counties in California.

Recommendation 3. When the county proposes significant restructuring in government, similar to Measure A and the recent agenda item 7.2 from the BOS meeting on December 20, 2016 mentioned in our Brown Act report, it is recommended the county post follow-up annual reports to determine if the desired outcome is being achieved. The Grand Jury feels the more transparent county government can operate, the more benefit it will provide to citizens.

Response Requested:

Carol McElroy, CAO and Director of Finance
Alpine County

**Appendix
For Additional Reading and Review**

South Tahoe Public Utility District

Consolidated Agreement..... A-1-18

Amendment to the Consolidated Agreement.....A-19-21

Board Minutes from November 5, 2002.....A-22-30

1983 Sewage Quality Initiative.....A-31

CA Gov Code 25005.....A-32

Brown Act

December 13, 2016 Meeting Minutes Alpine County Unified School District.....B-1-6

Link to audio of December 13, 2016 School Board meeting:
<http://alpinecoe.k12.ca.us/audio/AudioDistrict12-13-16.mp3>

December 6, 2016 Meeting Minutes Alpine County Board of Supervisors.....B-7-12

Link to audio December 6, 2016 County Board of Supervisors
<http://alpinecountyca.ig2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=2566&Format=Minutes>

December 20, 2016 Meeting Minutes Alpine County Board of Supervisors..... B-13-15

Link to audio December 20, 2016 County Board of Supervisors
<http://alpinecountyca.ig2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=2567&Format=Minutes>

Measure A

Fiscal Office Consolidation Act.....C-1

Voter pamphlet fiscal impact statement.....C-4

Appendix A

South Tahoe Public Utility District

Consolidated Agreement.....	A-1-18
Amendment to the Consolidated Agreement.....	A-19-21
Board Minutes from November 5, 2002.....	A-22-30
1983 Sewage Quality Initiative.....	A-31
CA Gov Code 25005.....	A-32

2016-2017 Alpine County Civil Grand Jury

Appendix A

**AGREEMENT BETWEEN SOUTH TAHOE PUBLIC UTILITY DISTRICT
AND THE COUNTY OF ALPINE AND
THE ALPINE COUNTY WATER AGENCY.**

THIS AGREEMENT made by and between the SOUTH TAHOE PUBLIC UTILITY DISTRICT, a public utility district, formed pursuant to "The Public Utility District Act" of the State of California, acting by and through its Board of Directors, hereinafter called "District," and the COUNTY OF ALPINE, a political subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter called "County," and the ALPINE COUNTY WATER AGENCY created by the Alpine County Water Agency Act of the State of California, acting by and through its Board of Directors, hereinafter called "Agency," with respect to the following facts and intentions:

A. WHEREAS, Lake Tahoe is one of California's greatest natural resources and many experts agree that the export of treated sewage effluent from the Lake Tahoe Basin is essential if Lake Tahoe is to be protected from eutrophication and permanent degradation; and

B. WHEREAS, District operates pipes, lines, works and treatment facilities for the collection and treatment of sewage in the Lake Tahoe Basin for sewer service to its inhabitants, as well as others outside the boundaries of District, and District will expand said pipes, lines, works and treatment facilities and its boundaries, to provide sewer service to areas in the Lake Tahoe Basin within and outside of present or future District boundaries; and

C. WHEREAS, any export of treated sewage effluent by District to an unincorporated area within the boundaries of County and Agency is of vital concern to the health and welfare of the residents of the County; and

D. WHEREAS, County has enacted ordinances regulating the discharge of effluent to treated sewage or industrial waste within the unincorporated areas of County; and

E. WHEREAS, District constructed and operates and maintains a pipeline for the export of treated sewage effluent from District's works and treatment facilities from the Alpine-El Dorado County boundary line at or near Luther Pass to the Diamond Valley area near Woodfords in County in the general location shown on that certain map marked Exhibit A attached hereto and incorporated herein, and District further constructed and maintains and operates discharge facilities for the discharge of treated sewage effluent of District from said pipeline in the general area of County and in the general location shown on that certain map marked Exhibit A; and

F. WHEREAS, all of the parties hereto entered into a mutually agreeable Agreement, dated April 3, 1967 (Agreement), contract to provide for the export of treated sewage effluent from District's works and treatment facilities to areas within the boundaries of County and Agency, assuring the protection of the health and welfare of the residents of the County and consistent with the preservation of the natural beauty, resources and recreation areas of County, and to promote the beneficial utilization and conservation of water within County and Agency; and

G. WHEREAS, the Agreement was amended by the First Amendment to Agreement, dated August 21, 1972, the Second Amendment to Agreement, dated June 8, 1983, the Third Amendment to Agreement, dated March 15, 1984, the Fourth Amendment to Agreement, dated November 6, 1990, and the Fifth Amendment to Agreement, dated July 16, 1991 (collectively Amendments); and

H WHEREAS, District entered into a contract with the State of California, hereinafter called "State," whereby District constructed and operated certain recreational facilities at Indian Creek Reservoir on land in Alpine County; and

I WHEREAS, District also entered into a contract with the Bureau of Land Management, hereinafter called "Bureau," whereby Bureau constructed and operated said facilities in accordance with District's contract with State; and

J WHEREAS, County and Agency cooperation is required in the operation of said facilities and it is in the best interests of District, County and Agency that they cooperate in said operation of said facilities; and

K WHEREAS, District discharges filtered advanced secondary treated wastewater into transmission and storage facilities and from transmission and storage facilities located within the boundaries of County and Agency and maintains Indian Creek Reservoir as a recreational reservoir with West Fork Carson River water and Indian Creek waters for an indefinite term; and

L. WHEREAS, the County, Agency and District desire to consolidate the Agreement and Amendments to into one agreement which reflects the modifications to the Agreement pursuant to the Amendments and delete provisions to the extent such provisions have occurred and/or have no further relevance.

NOW, THEREFORE, the parties hereto agree as follows:

1. As used in this Agreement, "Lahontan" means the Lahontan Regional Water Quality Control Board created by the Water Code of the State of California or its successor in jurisdiction.
2. District constructed, operates and maintains a pipeline and discharge facilities within the boundaries of County and Agency as depicted on Exhibit A.
3. Agency agrees, that in the event of the use of said pipeline by Agency or its assigns, to pay to District a proportion of the cost of maintenance of said pipeline from the point of any inlet hookup to the point of discharge in the general area shown on Exhibit A, in the ratio of Agency's actual flow or gallonage to the total use of the pipeline. Agency further agrees that in the event of use of said discharge facilities by Agency or its assigns, to pay District a proportion of the cost of maintenance of said discharge facilities.
4. District installed in said pipeline and at said discharge facilities at District's expense the following:

- A. Two connections for outlets for irrigation purposes for the use and benefit of landowners in County, one in the general Diamond Valley area and one at the reservoir constructed by District at such places as specified by Agency.
- B. Four connections for outlets for fire protection and irrigation purposes, all at such places as specified by Agency and depicted on Exhibit A and one future connection to be located as determined in paragraph 15(l) below.

Any discharge from an outlet by Agency shall comply with all waste discharge requirements of Lahontan required of District or Agency for such discharge, and shall further be subject to the express consent of Lahontan, if required by Lahontan. For the purposes of this Agreement with respect to any such discharge by Agency, Agency shall be considered a person discharging sewage as defined in the Water Code of the State of California.

Agency or its assigns shall have the right to install in said pipeline at Agency's expense, the following:

- C. Connections for inlets in the vicinity of Hope Valley where specified by Agency to accommodate a discharge into said pipeline as specified in paragraph 2 hereof.
- D. Connections for inlets into said pipeline in the vicinity of Woodfords where specified by Agency to accommodate a discharge into said pipeline as specified in paragraph 2 hereof.

Any discharge of treated sewage effluent into any inlet by Agency, shall comply with all waste discharge requirements of Lahontan required of District or Agency for such discharge, and shall further be subject to the express consent of Lahontan, if required by Lahontan. For the purposes of this Agreement with respect to any such discharge, Agency shall be considered a person discharging sewage as defined in the Water Code of the State of California.

Any discharge of water by Agency into any inlet shall be subject to any waste discharge requirements of Lahontan required of District. Such discharge shall be considered as a source of water pollution or nuisance as such terms are defined in the Water Code of the State of California and Agency shall meet all prescribed requirements of Lahontan therefore. Such discharge shall further be subject to the express consent of Lahontan, if required by Lahontan.

5. District agrees to assume all liability for the construction, operation and maintenance of said pipeline, and discharge facilities, and to hold Agency and County harmless from any liability arising from the construction, operation and maintenance of said pipeline during the term of this Agreement, except for acts arising out of the use by Agency as specified in paragraphs 3 and 4 herein.

6. The parties hereto agree the water or waste or treated sewage effluent discharged into and from said pipeline or at said discharge facilities shall conform to all existing or future specifications and requirements of Lahontan for discharge of said water or waste or treated sewage effluent and said discharges shall comply with any requirements of the Department of Public Health of the

State of California. In the event District or Agency at any time fails to maintain the quality of water or waste or treated sewage effluent now or hereafter required by Lahontan or the Department of Public Health of the State of California, or the requirements of paragraph 8 hereof, then either District or Agency or County, as the case may be, may apply to and obtain from a court of competent jurisdiction an immediate order of injunction prohibiting the use of said pipeline and discharge facilities by the party in violation until said specifications and requirements are complied with.

7. District and Agency agree to provide the other and County, upon demand, copies of all monitoring reports required to be kept by the District, or Agency, as the case may be, and submitted to Lahontan, to allow the other and County the right to inspect at all reasonable times any of District's or Agency's works or treatment facilities, and to take tests and samples at any time of water or waste or treated sewage effluent proposed to be discharged or discharged into and from said pipeline and from said discharge facilities.

8. In the event District subsequently develops process or processes approved by Lahontan, and all other governmental agencies, other than County or Agency, which District is subject to the control thereof, for retaining treated sewage effluent from its works within the Lake Tahoe Basin and is not required to export the same from the Lake Tahoe Basin to County or elsewhere, and actually puts such process or processes to use and has no further need for said pipeline and discharge facilities for export into County, District agrees to assign all its right, title and interest in said pipeline and discharge facilities within County to Agency if Agency requests in writing any such assignment; provided, however, that the right of Agency to said assignment and the right of District to assign under the conditions set forth in this paragraph shall be expressly contingent upon the permissibility of such assignment pursuant to Chapter 47, Statutes of 1966, First Extraordinary Session of California, and any past or future amendments thereto, and further expressly subject to any administrative rule, directive, regulation, requirement or decision of the contracting agency of the State of California with District pursuant to said Chapter 47, Statute of 1966, First Extraordinary Session of California, and further expressly contingent upon the permissibility of such assignment by the Federal Water Pollution Control Administration of the United States of America, or its successor, and further expressly contingent upon the permissibility of such assignment by the Bureau of Land Management of the United States of America, or its successor, and further subject to any administrative rule, directive, regulation, requirement or decision of any governmental agency, other than County or Agency, which District is subject to the control thereof or from whom District has received financial assistance by grant or loan for construction, maintenance and operation of said pipeline and discharge facilities, including financial assistance for any recreational benefits of a reservoir constructed by District pursuant to paragraph herein. Said assignment shall further be subject to District being released from any outstanding balance of principal and interest due by District to the State of California for any loan or loans made by the State of California to District for the construction of said pipeline and discharge facilities, including any loan for recreational benefits of said reservoir, as of the time District places in operation such process or processes. Said assignment shall further be subject to District being released from any other outstanding obligations of District for the construction of said pipeline and discharge facilities to the State of California, Federal Water Pollution Control Administration pursuant to Public Law 660, the Bureau of Land Management of the United State of America, and any other governmental agency from whom District has received financial assistance for the construction of said pipeline and discharge facilities. It is agreed that Agency shall have the right at all times to use said pipeline and discharge facilities

in the manner by this Agreement specified in paragraphs 3 and 4 without assuming such obligations and without the necessity of an assignment by District to Agency at the time District places into operation such process or processes for retaining treated sewage effluent in the Lake Tahoe Basin.

9. By the execution of this Agreement, County and Agency agree that they shall impose no waste discharge requirements greater than contracted for by District, County and Agency. County and Agency further agree, by execution of this Agreement and any amendments thereto, that the exportation of treated sewage effluent to, and the discharge thereof, in County by District shall be solely governed by the terms and conditions of this said Agreement and any amendments thereto.

10. In the event Bureau fails to operate recreational facilities through the term of said State Contract which expires October 1, 2022, County shall have the right to operate and maintain said recreational facilities in accordance with the provisions of District's contract with State, for the remainder of the term, except as hereinafter provided, without charge therefor to District. District shall notify County in writing of any said Bureau failure and County will give District written notice of its intentions. If County elects not to operate and maintain said facilities, District shall have the right to operate and maintain said facilities or to close them. If County elects to operate and maintain said facilities and does so, but prior to the end of the term of District's contract with State, County elects not to continue to operate and maintain said facilities, County shall give District written notice of its intentions, and District shall then have the right to operate and maintain said facilities or close them.

11. District will furnish County and Agency and its assigns with the District's projection of estimated quantities of treated effluent to be discharged into Harvey Place Reservoir on or before January 1 of each year thereafter.

12. District may modify and/or construct or cause to be modified and/or constructed the following facilities within the boundaries of County and Agency:

- (a) A dam and reservoir below Indian Creek Reservoir at Harvey Place shown in Exhibit A.
- (b) Export Pipeline and construct wastewater and water transmission facilities to Harvey Place.
- (c) West Fork Carson River water transmission facilities to and from Indian Creek Reservoir.
- (d) Transmission facilities to reroute Indian Creek waters above Harvey Place to Indian Creek Reservoir and from Indian Creek Reservoir to Indian Creek below Harvey Place.
- (e) Structures necessary for delivery and control of wastewater and water discharged by District from Harvey Place Storage Reservoir or Export Pipeline.

- (f) The Diamond Ditch system for purposes of delivery of wastewater and water to and on lands, and the irrigation thereof, on the properties generally described as Property 1, Property 2, Property 3, Property 4, Property 5 and Property 6, and depicted on Exhibit B.
- (g) The Diamond Ditch system or other transmission facilities for the purposes of delivery of wastewater and water to and on lands, and the irrigation thereof, on the properties generally described as Property 7 and Property 8, and depicted on Exhibit B.
- (h) The wastewater and water facilities for the purposes of delivery of wastewater and water to and on lands, and the irrigation thereof, and/or construct, maintain and operate a sprinkler irrigation system or systems for the purposes of delivery of wastewater and water to and on the lands, and the irrigation thereon, on the property generally described as Property 9, and depicted on Exhibit B.
- (i) Wastewater facilities for the purposes of delivery of wastewater to and on lands of Harvey Place, and the irrigation thereof, not inundated by the reservoir constructed on Harvey Place.
- (j) Emergency spillway facilities for Harvey Place dam and reservoir and diversion structure on Indian Creek and flood channel or channels therefore to divert storm waters around Harvey Place.
- (k) Fencing for Harvey Place and construct any facilities required by the California Department of Fish and Game mitigation plan for wildlife habitat caused by Harvey Place Reservoir inundation.
- (l) Construct, maintain and operate flood irrigation system or systems on Property 3, shown in Exhibit B, for purposes of delivery of wastewater or water to said lands and the irrigation thereof.

13. District may discharge filtered advanced secondary wastewater through said modified Export Pipeline and constructed transmission facilities to Harvey Place dam and reservoir, store wastewater in said dam and reservoir and discharge said wastewater to and on Properties 1 through 9 as shown in Exhibit B, and emergency spillway discharge from Harvey Place dam and reservoir. Said wastewater and discharge shall meet the requirements established by the California Regional Water Quality Control Board, Lahontan Region, the California Department of Public Health, and approved by the Environmental Protection Agency, or their successors in interest.

14. The District may discharge up to 6,800 acre feet per calendar year of filtered advanced secondary wastewater through said Export Pipeline into Alpine County. All discharge of filtered secondary treated wastewater to lands within the boundaries of County and Agency shall be by written contract with the landowner upon whose lands discharge is made, which written contract shall be approved by County and Agency.

15. During the period of discharge of filtered secondary treated wastewater through said modified Export Pipeline and constructed transmission facilities to Harvey Place dam and reservoir, storage of said wastewater at Harvey Place, and discharge from Harvey Place:

- (a) District shall maintain Indian Creek Reservoir at a minimum pool elevation of 5,589 feet, staff level 45 feet, water surface area 110 acres, and reservoir storage of 1,515 acre feet during April 1 through October 1 each year with West Fork Carson River and Indian Creek waters, except during dry years when District may maintain a minimum pool elevation of 5,584 feet, staff level 40 feet, water surface area 88 acres, and reservoir storage of 1,050 acre feet and except for repairs and maintenance that require draw downs below said minimum pool elevation. A "dry year" shall mean a year in which there is insufficient water available to District from the West Fork Carson River and Indian Creek waters to maintain a minimum pool elevation of 5,589, staff level 45 feet, water surface area 110 acres, and reservoir storage of 1,515 acre feet. District shall operate said reservoir within the ICR Operating Rule Curve Graph set forth in Exhibit C.
- (b) District shall provide flushing flows for Indian Creek Reservoir from re-routed Indian Creek and West Fork Carson River flows through said reservoir.
- (c) District changed Indian Creek reservoir waters from tertiary treated effluent waters to West Fork Carson River and Indian Creek waters, changed said reservoir to a fresh water reservoir and shall maintain the quality of said reservoir's water suitable for fresh water recreational purposes. The parties shall further maintain said reservoir as a fresh water trout fishery by planting trout species in said reservoir. The District shall pay for said planting in an amount equal to the purchase of 15,000 pounds catchable size trout, annually. If it is determined by Alpine County Fish and Game Commission that the level of planting in Indian Creek Reservoir does not require all or any part of the said 15,000 pounds of catchable size trout annually, the County shall plant said trout in other streams in Alpine County, designated by the Alpine County Fish and Game Commission. By each and every February 15, during the remainder of this agreement, Alpine County shall supply two (2) written quotes based on the purchase of catchable rainbow trout. The District shall have thirty (30) days to verify said prices. If the District objects to said prices, the District shall notify Alpine County and they will work together to obtain reasonable and agreeable prices. If the District has not objected to said price within the thirty (30) day period, the District shall then pay to Alpine County on or before April 15th the total price to purchase said fish.

County agrees to use all said funds for fish purchases and plantings only, and will document such by providing invoice copies after the end of the fish planting season and prior to February 15th of the following year. Any funds not expended in a fish planting season will be carried forward to the follow-

ing year. The balance carried forward will not exceed the most current average price of 10,000 pounds of catchable rainbow trout. Any balance exceeding that limit will be deducted from the following year's budget payment. Said planting by the County shall be accomplished only with the approval of the California Department of Fish and Game Commission. The parties signing this Agreement, may at any time request renegotiation of the terms of payment, stocking and delivery of this Agreement within 30 days written notice. All other terms of this Agreement are to remain the same.

- (d) District shall monitor the filtered advanced secondary treated wastewater at its treatment plant and in Alpine County as required by the California Regional Water Quality Control Board, Lahontan Region, the California State Department of Public Health, and further monitor surface water, groundwater and soils in accordance with the Soil Conservation Service Report entitled "Impacts: Land Application of Domestic Wastewater on Alpine County," dated November, 1980, at its sole expense. District shall furnish County and Agency with copies of said monitoring.
- (e) District shall pay County and Agency a total impact/mitigation/compensation fee of \$100,000 per year commencing on the date of Environmental Protection Agency and State Water Resources Control Board Grant offers to District and District acceptance thereof for construction and/or modification of the facilities described in Paragraph 12 to compensate for and to mitigate the impacts of the District project in Alpine County permitted under this Second Amendment to Agreement. The amount of said fee shall be increased annually equal to the percentage increase in sewer connections to the District's system during the preceding year, said increase to commence the year following the completion of District facilities described in Paragraph 12.
- (f) County and Agency may use said modified Export Pipeline and constructed transmission facilities to Harvey Place for transmission of filtered advanced secondary wastewater or water meeting all requirements for wastewater quality required of District in Paragraph 14 up to a maximum of 150,000 gallons in any given day, but may store in Harvey Place only up to a maximum of 27.3 million gallons or 83.8 acre feet, which is the computed seasonal storage for 182 consecutive days, during the period October 1 through April 1. District shall discharge from Harvey Place any said wastewater or water up to 168 acre feet in any given year, which is the computed yearly volume of a maximum of 150,000 gallons in any given day for one year. District shall bear the expense for the operation and maintenance for County and Agency use of modified Export Pipeline, Harvey Place and discharge from Harvey Place for up to a maximum of 150,000 gallons of said wastewater or water discharged into said pipeline in any given day by County and Agency.

- (g) County and Agency may use said modified pipeline and transmission facilities to Harvey Place for up to a maximum of two million gallons in any given day of wastewater or water meeting all the requirements for water quality required of District in Paragraph 13, but must discharge the excess of 150,000 gallons in any given day from Harvey Place without storage in Harvey Place on lands in Alpine County not required by District for discharge of up to 6,800 acre feet annually of filtered advanced secondary treated wastewater and said 150,000 gallons of County and Agency discharge. The discharge by County shall meet all requirements for wastewater or water quality required of District in Paragraph 13. County shall monitor the quantity and quality of flows of said wastewater or water required of District for monitoring. County shall furnish District with copies of said monitoring reports. District shall then charge County and Agency with the proportion of the operation and maintenance costs for those facilities used by County and Agency and submit an annual statement therefore within twenty-five days after the end of the calendar year for the use in excess of 150,000 gallons in any given day. County and Agency shall then pay District said charge within two months after receipt of said statement of charges.
- (h) County and Agency may not use transmission facilities to Indian Creek Reservoir for waste water or water and storage in Indian Creek Reservoir; provided, however, that County and Agency may use said transmission facilities and storage in Indian Creek Reservoir when not required by District.
- (i) County and Agency may independently monitor the filtered advanced secondary treated waste water at District's treatment plant and in Alpine County, and surface water, groundwater and soils recommended for monitoring of said effluent by said Soil Conservation Report. District shall pay County \$15,000.00 annually in advance for costs of said monitoring commencing on the date of Environmental Protection Agency and State Water Resources Control Board grant offers to District and District acceptance thereof for construction and/or modification of the facilities described in Paragraph 12. Any unused costs of said \$15,000.00 annual payment may be carried over and used in the next succeeding four years. If the costs for the level of monitoring established during the first five years increase, District shall pay annually in advance said increased costs for said established level of monitoring. County shall furnish District with copies of said monitoring.
- (j) In the event any water source in Alpine County is contaminated for domestic use as a result of the discharge of filtered advanced secondary waste water by District, District shall supply the users of said water source an alternate water supply meeting Public Health Drinking Water Standards.
- (k) District shall construct and maintain two (2) fire hydrants from the Export Pipeline, including valves, fittings, connectors, and appurtenances, at the District's sole expense.

- (1) The use of any fire water protection pipeline connected to Export Pipeline shall be subject to any applicable regulation by the California Regional Water Quality Control Board, Lahontan Region, the California Department of Public Health, the Environmental Protection Agency, and the Alpine County Health Department.

16. In the event of discharge by District and use on any of the land or lands pursuant to Paragraph 14 results in impairment of the quality of water of the Carson River or Indian Creek, or the domestic underground water supply, or the soil, so as to cause enforcement action by the California Regional Water Quality Control Board, Lahontan Region, or the California State Department of Public Health, or the Environmental Protection Agency, or the Nevada Environmental Protection Agency threatening to order or ordering a cease and desist of further discharge or any said land or lands, or any land no longer contractually or by the terms of any contract is not using said waste water so discharged, District may construct discharge facilities for discharge of said waste water by contract to and on other lands within Alpine County, and if no such lands are available, District may use the facilities constructed pursuant to Paragraph 14 to discharge and use waste water outside Alpine County. Technical violations of waste discharge requirements or permit requirements for the discharge and use of filtered advanced secondary treated wastewater discharged into Alpine County and used in Alpine County not resulting in threatened or actual cease and desist enforcement shall not be a cause for District electing to discharge and use wastewater at other locations than those specified in Paragraph 17 under the provisions of this Paragraph.

17. The parties shall construct or cause to be constructed any small hydro-electric facilities on Export Pipeline, Indian Creek Reservoir and Harvey Place by joint venture agreement.

18. County agrees to grant District permits required by County and necessary for the purposes of constructing and maintaining the facilities provided in Paragraph 13. District agrees to comply with present standards of County for construction and maintenance of said facilities.

19. District shall be responsible for the discharge and use of filtered advanced secondary treated waste water discharged by District in Alpine County and shall save County free and harmless from any and all liability and claim for damages by reason of any injury to any person or persons, or property, including County and Agency, arising out of any cause whatsoever in connection with the discharge of said waste water into Alpine County, the Harvey Place dam and reservoir use, and the discharge and use of said waste water from Export Pipeline, and Harvey Place dam and reservoir from the facilities constructed by District pursuant to Paragraph 16, and use on the lands pursuant to Paragraph 14, 15 and 16.

20. District agrees to maintain in force during the term of this second amendment, at its sole expense, public liability insurance adequate to protect against liability for claims for damages by reason of any injury to any person or persons, or property, including County and Agency, arising out of any cause whatsoever in connection with the discharge of said waste water into Alpine County, the Harvey Place dam and reservoir use, and the discharge and use of said waste water from Export Pipeline, and Harvey Place dam and reservoir from the facilities constructed by District pursuant to Paragraph 16, and use on lands pursuant to Paragraph 14, 15 and 16. Said insurance

shall be in a minimum amount of five million dollars for each occurrence of personal injury and/or property damage. Any insurance policy or policies shall include only those deductibles payable by District as are included in insurance policy or policies deductibles for other District liability insurance for District operations outside of Alpine County. A certificate or certificates of insurance shall be delivered to County for keeping. District agrees to obtain a written obligation from its insurer or insurers to notify County in writing at least sixty (60) days prior to cancellation or refusal to renew any such policy. District agrees that if such insurance is not kept in force during the terms of this Agreement, County and Agency may terminate the provisions in paragraphs 13, 14, 15 and 16-21 of this Agreement by giving written personal service notice to District.

21. District shall amend its contracts with the State of California, Department of Water Resources, and the United States of America, Bureau of Land Management, prior to constructing the facilities provided in Paragraph 13, which amendments shall specifically permit the use of Indian Creek Reservoir as a fresh water reservoir and confirm to the applicable provisions for the operation and maintenance of said reservoir during the term of any discharge of filtered advanced secondary treated waste water within the boundaries of County and Agency.

22. GENERAL PROVISIONS.

22.1 Recitals. The recitals stated at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions of the recitals, if any, shall be deemed a part of this Agreement.

22.2 Notices. All notices, approvals, acceptances, requests, demands and other communications required or permitted, to be effective, shall be in writing and shall be delivered, either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service, to the party to whom the notice is directed at the address of such party as follows:

TO: SOUTH TAHOE PUBLIC UTILITY
DISTRICT

South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, California 96150
Attn: General Manager

With a copy to:

Gary Kvistad, Esq.
Hatch and Parent
21 East Carrillo Street
Santa Barbara, California 93101

TO: COUNTY OF ALPINE

Board of Supervisors
County of Alpine
P.O. Box 158
Markleeville, CA 96120

TO: ALPINE COUNTY WATER AGENCY

Alpine County Water Agency
P.O. Box 158
Markleeville, CA 96120

With a copy to:

Dennis Crabb, Esq.
Rollston, Henderson, Rasmussen & Crabb
591 Tahoe Keys Blvd., Suite D8
South Lake Tahoe, CA 96150

Any communication given by mail shall be deemed delivered two (2) business days after such mailing date, and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address.

22.3. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, successors and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties or their respective heirs, successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

22.4. Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party, who shall have the sole discretion to consent or not to consent to any proposed assignment. Any attempted assignment without the approval of the other party shall be void.

22.5. Waiver. No waiver by any party of any of the provisions shall be effective unless explicitly stated in writing and executed by the party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement, and in any documents delivered or to be delivered pursuant to this Agreement. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

22.6. Headings. The section headings contained in this Agreement are for convenience and reference only and shall not affect the meaning or interpretation of this Agreement.

22.7. Severability. If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null, void or against policy, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired or invalidated. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable, shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Agreement.

22.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

22.9. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action against any party to this Agreement.

22.10. Attorneys' Fees. If any legal proceeding (lawsuit, arbitration, etc.), including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees and costs, which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees award shall be made as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

22.11. Venue. In the event District, County or Agency institutes any legal action in a court of competent jurisdiction against any party to this Agreement in connection with acts arising out of this Agreement, the parties agree to execute and file a stipulation with said court of competent jurisdiction permitting the transfer of the place of trial of said action to a County in California other than Alpine, El Dorado, or any County in which a counsel for any party has an office for the practice of law.

22.12. Cooperation. The parties shall, whenever and as often as reasonably requested to do so by the party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting party to carry out the intent and purposes of this Agreement, provided that the requesting party shall bear the costs and expense of such further instruments or documents (except that each party shall bear its own attorney's fees).

22.13. Good Faith. The parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

22.14. Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

22.15. Several Obligations. Except where specifically stated in this Agreement to the otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

22.16. Authority. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.

22.17 Mediation. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, before filing a lawsuit or resorting to any other form of dispute resolution. The mediation shall be conducted by a qualified, mutually agreed upon mediator who shall be a retired judge. Mediation fees, if any, shall be divided equally among the Parties involved. If any Party commences a court action based on a dispute or claim to which this Paragraph applies, without first attempting to resolve the matter through mediation, then that Party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that Party in any such action. A Party shall satisfy the requirement of "first attempting to resolve the matter through mediation" by (i) contacting the other Party in writing, (ii) suggesting in the notification three (3) qualified mediators, and (iii) agreeing to post one-half of the highest stated deposit fee requested by the identified mediators, and (iv) participating in any scheduled mediation within thirty (30) days of the request.

22.18. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties. There have been no binding promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature, except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year and at the place first written above.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

By

Quinn Wallace
President of the Board of Directors

(Signatures continued on following page)

Attest

Kathy Sharp
Clerk

APPROVED AS TO FORM:

By

[Signature]
Gary M. Kvistad
Hatch and Parent, Attorneys for
The South Tahoe Public Utility District

COUNTY OF ALPINE

By

Chris Gansberg
Chairman, Board of Supervisors

Attest

Barbara Howard
Clerk

ALPINE COUNTY WATER AGENCY

By

Chris Gansberg
Chairman

Attest

Barbara Howard
Clerk

APPROVED AS TO FORM:










By

Dennis Crabb
Dennis Crabb
Rollston, Henderson, Rasmussen & Crabb, Attorneys for
The County of Alpine and The Alpine County Water Agency

Exhibit A

AGREEMENT BETWEEN SOUTH TAHOE PUBLIC UTILITY DISTRICT AND THE COUNTY OF ALPINE AND THE ALPINE COUNTY WATER AGENCY

Legend

	Fire Hydrant (Recycled Water)		Milch Ditch
	Recycled Water Application Areas		Snowshoe Thompson No.1/Upper Dressler Ditch
	West Fork Carson River		C-Line Export Pipeline (Indian Creek)
	Upper and Lower Fredericksburg Ditch		Indian Creek Reservoir Site Boundaries
	Diamond Ditch		

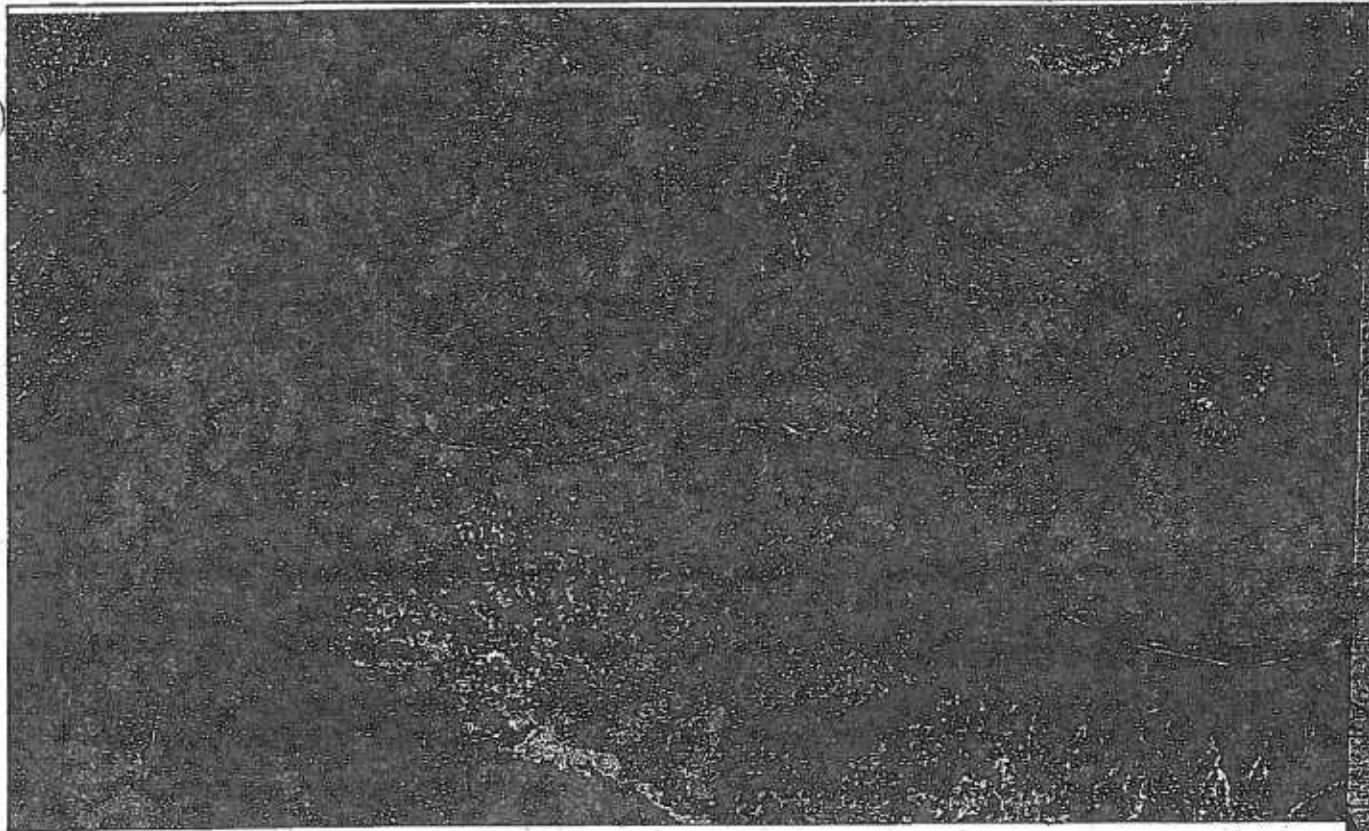
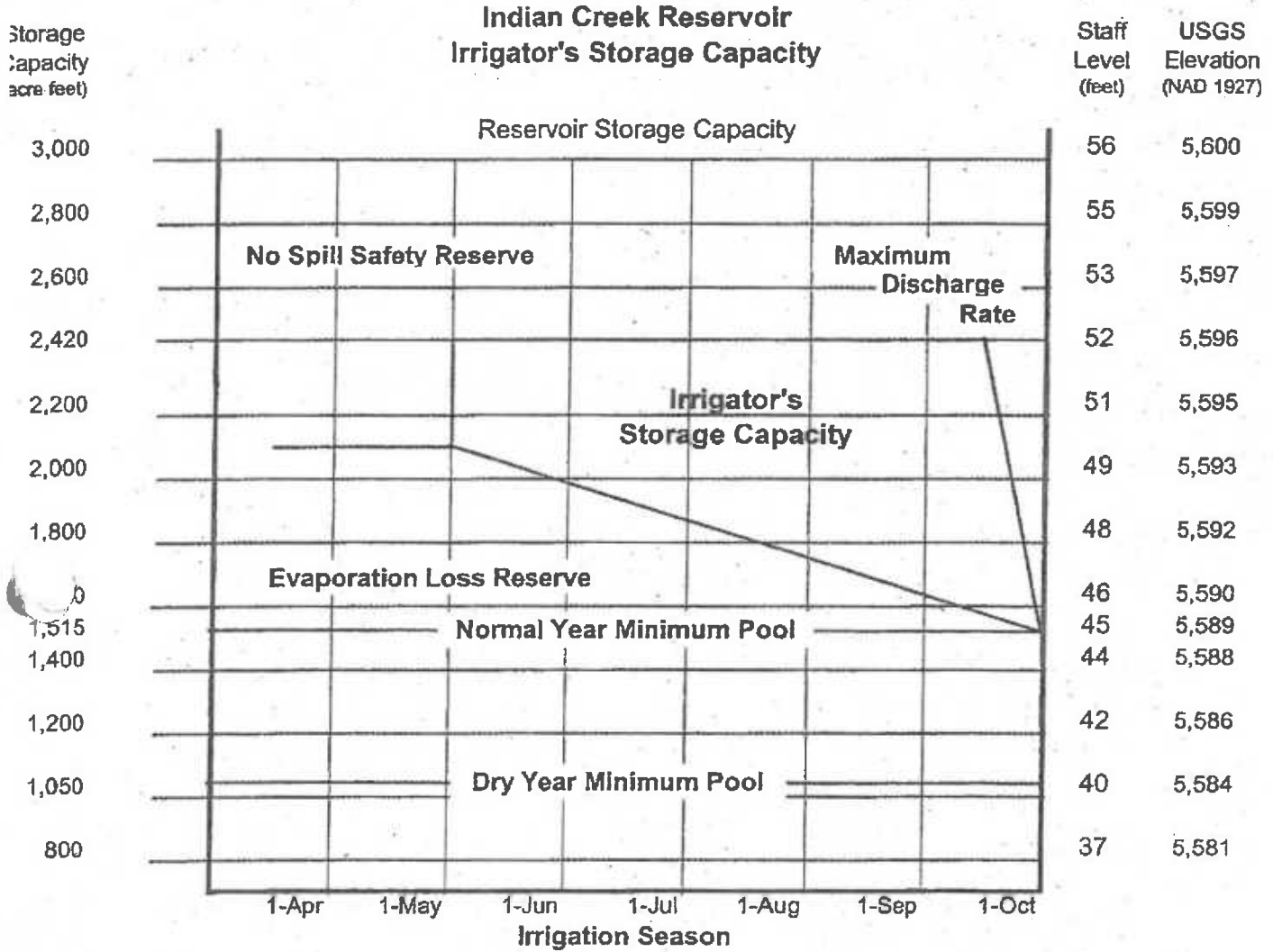


Exhibit C

ICR Operating Rule Curve Graph





District Owned
Land

0 3900 7920



Legend









-  Fire Hydrant (Recycled Water)
-  West Fork Carson River
-  Upper and Lower Fredericksburg Ditch
-  Diamond Ditch
-  Milich Ditch
-  Snowshoe Thompson No.1/Upper Dressler Ditch
-  C-Line Export Pipelines (Indian Creek Pipeline)
-  Indian Creek Reservoir Site Boundary

Exhibit B

**AGREEMENT BETWEEN SOUTH TAHOE
PUBLIC UTILITY DISTRICT AND THE
COUNTY OF ALPINE AND THE ALPINE
COUNTY WATER AGENCY**

**AMENDMENT TO CONSOLIDATED AGREEMENT
BETWEEN THE
SOUTH TAHOE PUBLIC UTILITY DISTRICT,
THE COUNTY OF ALPINE AND
THE ALPINE COUNTY WATER AGENCY**

This Amendment to Consolidated Agreement ("Amendment") is made this ~~18~~¹⁴ day of ~~August~~, 2011, by and between the South Tahoe Public Utility District, a public utility district, formed pursuant to the Public Utility District Act of the State of California ("District"), the County of Alpine, a political subdivision of the State of California ("County") and the Alpine County Water Agency created by the Alpine County Water Agency Act of the State of California ("Agency"), with respect to the following facts and intentions:

A. The parties entered into an agreement, dated April 3, 1967 ("Agreement"), to provide for the export of treated sewage effluent from District's works and treatment facilities to areas within the boundaries of County and Agency, assuring the protection of the health and welfare of the residents of the County and consistent with the preservation of the natural beauty, resources and recreation areas of County, and to promote the beneficial utilization and conservation of water within County and Agency; and

B. The Agreement was amended by the First Amendment to Agreement, dated August 21, 1972, the Second Amendment to Agreement, dated June 8, 1983, the Third Amendment to Agreement, dated March 15, 1984, the Fourth Amendment to Agreement, dated November 6, 1990, and the Fifth Amendment to Agreement, dated July 16, 1991 (collectively "Amendments"); and

C. The County, Agency and District entered into an agreement in 2002 to consolidate the terms of Agreement and Amendments ("Consolidated Agreement") which reflects the modifications to the Agreement pursuant to the Amendments and delete provisions to the extent such provisions have occurred and/or have no further relevance; and

D. The County, Agency and District desire to further amend the Consolidated Agreement pursuant to the terms and conditions of this Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment.

a. Section 15(i). Section 15(i) of the Consolidated Agreement shall be amended in its entirety to read as follows:

"County and Agency may independently monitor the filtered advanced secondary treated waste water at District's treatment plant and in Alpine County, and surface water, groundwater and soils recommended for monitoring of said effluent by said Soil Conservation Report. County shall furnish District with copies of said monitoring.

District shall pay County \$15,000.00 annually in advance for costs of said monitoring commencing on the date of Environmental Protection Agency and State Water Resources Control Board grant offers to District and District acceptance thereof for construction and/or modification of the facilities described in Paragraph 12. Any unused portions of said \$15,000.00 annual payment may be carried over and used in the next succeeding four years for the monitoring purposes described above. Additionally, during the years 2011-2014, the County and the Agency may utilize up to \$20,000.00 in previously carried over funds for the initiation of a groundwater monitoring program for the West Fork Carson River basin. County shall furnish District with an accounting of all carried over funds used for the initiation of such groundwater monitoring program."

b. **Section 17.** Section 17 of the Consolidated Agreement shall be amended in its entirety to read as follows:

"The County shall have the right, but not the obligation, to participate with the District in the development and operation of any hydro-electric facilities on the Export Pipeline, Indian Creek Reservoir, Harvey Place Reservoir ("Other Hydro-Electric Facilities") by joint venture, except District shall have the right, in its sole discretion, to construct or cause to be constructed hydro-electric facilities on the Export Pipeline located on District property in Diamond Valley, Woodfords, CA, with the District responsible for all expenses and liabilities and with the right to all revenues generated by such hydro-electric facilities. If the County desires to participate with the District in Other Hydro-Electric Facilities, the County and District shall negotiate the terms of the joint venture in good faith."

2. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

3. **Force and Affect.** Except as modified above, the Consolidated Agreement shall continue in full force and affect. In the event of a conflict between this Amendment and the Consolidated Agreement, the terms and conditions of this Amendment shall control in all respects.

4. **Authority.** The individuals executing this Amendment represent and warrant that they have the authority to enter into this Amendment and to perform all acts required by this Amendment, and that the consent, approval or execution of or by any third party is not required to legally bind any party to the terms and conditions of this Agreement.

5. **Entire Agreement.** This Amendment contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties. This Amendment may be altered, amended or modified only by an instrument in writing, executed by the parties to this Amendment and by no other means.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year and at the place first written above.

South Tahoe Public Utility District

By [Signature]
President of the Board of Directors

Attest [Signature]
Kathy Sharp, Clerk of the Board/
Executive Secretary

County of Alpine

By [Signature]
Tom Sweeney, Chairman, Board of Supervisors

Attest [Signature]
Barbara Howard, County Clerk and ex officio
Clerk of the Board of Supervisors
Teola Brady, Assistant County Clerk

Alpine County Water Agency

By [Signature]
Tom Sweeney, Chairman
Alpine County Water Agency

Attest [Signature]
Barbara Howard, County Clerk & ex officio
Clerk of the Alpine County Water Agency
By: Teola Tremayne, Assistant County Clerk





**BOARD OF SUPERVISORS
ALPINE COUNTY**

County Administrative Office Building
Post Office Box 158
Markleeville, California 96120
Telephone (530) 694-2281

MINUTES

NOVEMBER 5, 2002

1. CALL TO ORDER / CLOSED SESSION

Chair Chris H. Gansberg, Jr. called the closed session to order at 8:00 a.m., with Supervisors Donald M. Jardine and Herman Zellmer present. Supervisor Mark A. Silverstone was absent and District 3 Supervisorial position is vacant.

Chair Gansberg announced that the Board would adjourn to closed session to discuss the following item with legal counsel. Upon reconvening from closed session, Chair Gansberg announced the Board had been in closed session and Counsel would give the report.

1.1 Request for closed session with legal counsel to discuss pending labor negotiations pursuant to Government Code §§54954.5 and 54957.6.

County Counsel Dennis Crabb reported the Board had met in closed session to receive a briefing and update on the status of negotiations with the various employee groups and no action was taken.

2. CALL TO ORDER, ANY OF THE FOLLOWING AGENCIES FOR WHICH THE BOARD OF SUPERVISORS SITS AS OFFICERS: LOCAL TRANSPORTATION COMMISSION / BOARD OF EQUALIZATION / WATER AGENCY.

The Board of Supervisors adjourned to the **Local Transportation Commission** and then to the **Water Agency** at 8:50 a.m. and after all matters are heard, they reconvened as the Board of Supervisors.

3. CALL TO ORDER REGULAR MEETING – PLEDGE OF ALLEGIANCE

Supervisors Donald M. Jardine, Herman Zellmer and Chair Chris H. Gansberg, Jr. were present. Supervisor Mark A. Silverstone was absent and District 3 Supervisorial position is vacant. Chair Gansberg called the meeting to order at 9:00 a.m.

Retired Sheriff Skip Veatch led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS – GENERAL PUBLIC COMMENT

This portion of the meeting is an opportunity for members of the public to address the Board of Supervisors on subjects relating to county business. No action can be taken on matters not listed on the agenda.

Fall Clean Up Director Public Works Leonard Turnbeaugh reported that the Fall Clean Up went well; they transferred out 10 boxes and recycled oil. Turnbeaugh reported the burn pile was now closed.

5. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

Bagley Valley Supervisor Zellmer reported attending a meeting with Regional Director, California Department of Fish and Game, Sacramento Valley and Central Sierra Region Banky Curtis and District Ranger for the Humboldt-Toiyabe National Forest Carson Ranger District Gary Schiff on October 29, 2002 regarding Bagley Valley.

Prop. 10 Supervisor Zellmer reported attending a Prop. 10 meeting regarding the 29th annual report to the State. Zellmer stated the commission met with the consultants and reported the meeting went well.

Compliments Supervisor Jardine complimented all those who participated in the 4th Annual Fall Health Festival on Saturday, November 2, 2002 and those who helped make the annual community Halloween parade in Markleeville and Party at the Woodfords Fire House a fun event for the children. Jardine reported both events were well attended.

Auditor's Office Chair Gansberg reported staff in the Auditor's office had been overwhelmed with work and requested an item on the next agenda to discuss options and possible action.

6. CONSENT AGENDA

These matters are routine and non-controversial and are usually approved by a single majority vote without discussion. Items can be removed from the consent agenda to be discussed and considered separately. Prior to approval of the consent agenda the chair will announce that comments or questions will be taken from members of the public, staff or the board on consent agenda items when the comment does not necessitate the item being removed for separate action.

Chair Gansberg asked if there were any public comments on any consent agenda item and Director Public Works Leonard Turnbeaugh requested item 6.19 pulled for discussion; Deputy Auditor Controller Nani Ellis corrected item 6.14 fund transfer source from Budget 199 Contingency to Public Health Realignment Funds. Chair Gansberg announced he was abstaining from the vote in item 6.12 and item 6.2 was continued.

The following items were pulled from the consent agenda for separate action:
Chair Gansberg pulled item 6.2.

MOTION Jardine /SECOND Zellmer approving the remainder of the consent agenda as follows:

- 6.1 Regular meeting minutes of 10-15-2002.
- 6.3 Minutes of final budget hearings of 09-16 and 09-17-2002.
- 6.4 County claims.
- 6.5 Anniversary step increase for Dan Doyal, Support Services Assistant II, to Range 40A/Step 5, effective October 1, 2002.
- 6.6 **CC2002-67** Intergovernmental Agreement by and between the County of Alpine and the Alpine County Superintendent of Schools, Office of Education (Interim Director of Health and Human Services).
- 6.7 **CC2002-68** six-month extension of Contract No. CC2001-71, independent contractor agreement with Norine Hegy to provide coordination and management of the In-Home-Supportive Services (IHSS) Advisory Committee.
- 6.8 Appointment of Rachael Brothers to the Children and Families First Commission as a member representative of a local child care resource or referral agency.
- 6.9 Appointment of Robin McCully to the Children and Families First Commission as a member representative of an educator specializing in early childhood development.
- 6.10 The 2002-2003 investment Policy.
- 6.11 Set public hearing on December 3, 2002, 10:00 a.m. to consider formation of an underground utility district for Montgomery Street in Markleeville pursuant to Alpine County Code Section 13.24.020.
- 6.12 Set public hearing on November 19, 2002, 10:00 a.m. to consider a rezoning from Agricultural (AG) to Agricultural Preserve (AP) for 1022 acres in Sections 5 and 6, T10N, R20E, located along Highway 89 between Markleeville and Woodfords. (Applicant: Chris and Faye Gansberg; Planning Case #2002-29)
- 6.13 Set public hearing on November 19, 2002, 10:00 a.m. to consider a rezoning from Agricultural (AG) to Agricultural Preserve (AP) for 230 acres in Sections 17 and 20, T11N, R20E, located in Diamond Valley. (Applicant: Clint Celio; Planning Case #2002-31).

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- 6.14 Fund transfer from Public Health Realignment Funds in the amount of \$6,202.75 to Budget 120 (Public Health Fund line item 53000-525) to pay for Barton Memorial Hospital claims for medical services for March 2002 and April 2002 for Dr. Schwartz and FNP Debbie Cheevers.
- 6.15 Adult Services Social Worker III to travel to Philadelphia, PA to attend National Academy for State Health Policy Workshop, December 11-13, 2002.
- 6.16 Solicit bids for replacement of Health and Human Services vehicle.
- 6.17 Notice of expiration of franchise agreement with Douglas Disposal, Inc. (South Tahoe Refuse); and direction to staff to negotiate new terms and conditions of agreement. - Assistant to the Board
- 6.18 Notice of solicitation of Request for Qualifications (RFQ) for Project Manager - Strategic Plan Implementation.

AYES: Jardine, Zellmer, Gansberg;
ABSTAIN: Gansberg (Item 6.12 only);
ABSENT: Silverstone;
VACANT: District 3;
MOTION CARRIED.

ITEMS PULLED FROM CONSENT AGENDA FOR SEPARATE ACTION

- 6.2 Request for approval of the adjourned meeting minutes of 10-28-2002.

CONTINUED UNTIL NOVEMBER 19, 2002.

- 6.19 Request approval to include several additional vehicles in the current disposal/sale of County surplus vehicles. - Director Public Works

Director Public Works Leonard Turnbeugh reported there had been a change in the vehicle list and explained the Bear Valley Public Safety Officers requested the Ford Aerostar pulled from the disposal/sale as they have a need for the vehicle; they have requested Bear Valley Search and Rescue unit, Squad 423, a 1989 Dodge Ram placed into surplus. Turnbeugh reported the Buildings and Grounds 1989 Dodge Ram would also be placed in surplus. Turnbeugh explained the vehicles would be picked up by a contractor and sold at public auction.

MOTION Jardine/SECOND Zellmer approving the list of vehicles with the above changes in the current disposal/sale of County surplus vehicles.

AYES: Jardine, Zellmer, Gansberg;
ABSENT: Silverstone;
VACANT: District 3;
MOTION CARRIED.

7. PUBLIC HEARINGS

- 7.1 Public hearing concerning a renewal application from the Alpine Children's Center, a non-profit organization, to conduct bingo games on Saturday, November 23, 2002 at Turtle Rock Park, Markleeville, California from 6:00 p.m. to 10:00 p.m.

Chair Gansberg opened the public hearing at 10:05 a.m.

Retired Sheriff Skip Veatch stated this was the annual Turkey Bingo event for the Thanksgiving season that was enjoyed by many.

Chair Gansberg closed the public hearing at 10:06 a.m.

MOTION Jardine/SECOND Zellmer approving application from the Alpine Children's Center, a non-profit organization, to conduct bingo games on Saturday, November 23, 2002 at Turtle Rock Park, Markleeville, California from 6:00 p.m. to 10:00 p.m.

AYES: Jardine, Zellmer, Gansberg;

ABSENT: Silverstone;
VACANT: District 3;
MOTION CARRIED.

7.2 Public hearing - Giottonini Varlance - Appeal of the Alpine County Planning Commission's denial of a variance for overhead power lines to serve a single family dwelling currently under construction at 380 Timber Lane in Markleevillage, Markleeville, CA (Applicant: Jon Giottonini; Planning Case #2002-28).

Applicant Jon Giottonini stated he had made some tactical errors by not going to the Technical Advisory Committee for the variance prior to pouring the foundation and putting in the leach field and replacement leach field. Giottonini stated the most direct route for underground power would be through the leach fields and explained he had removed 48 trees for the leach fields with 3 subsequently dying from the excavation; he expressed concern that if he was required to route the underground power down the tree line he would lose additional trees, and be required to have a surface box eight inches from his dwelling due to the shape of the foundation. Giottonini requested to move the power overhead 9 feet to a flush box on the house from the temporary power pole and stated a majority of the homes in the neighborhood had overhead power. Giottonini stated overhead power would be more cost effective for him and look more attractive.

Director Planning Brian Peters listed the contents of the meeting packet and stated the options today were to uphold the decision of the Planning Commission, reverse the decision and approve the variance or continue the matter if more information was required. Peters explained that if the decision of the Board was to reverse the Planning Commission decision and approve the project, the Board would need to make findings with regard to the variance and direct staff to prepare those findings and bring them back for Board consideration.

Chair Gansberg opened the public hearing at 10:14 a.m.

Markleeville homeowner Leonard Turnbaugh stated there was a way to bend conduit to solve the already poured foundation problem.

Chair Gansberg closed the public hearing at 10:15 a.m.

County Counsel Dennis Crabb stated that if a Supervisor lived within 500 feet of the appellant they would have to withdraw from the vote, as it was a conflict. Crabb explained that Supervisor Jardine would have to withdraw; there was no longer a three-vote requirement possibility and the matter would have to be continued.

CONTINUED UNTIL NOVEMBER 19, 2002

8. REGULAR AGENDA - UNFINISHED BUSINESS

8.1 Continued update and discussion regarding Caples Lake water rights. (Ref. 02-18-92 and continuing every meeting.)

Supervisor Zellmer reported he and Supervisor Jardine would not be meeting with El Dorado Irrigation District Board and Water Board on Wednesday, November 13, 2002 and they were now in the process of determining a new date for the meeting.

Zellmer reported he would be attending FERC negotiations on Tuesday and Wednesday, November 12 and 13, 2002 in Rancho Cordova.

8.2 Continued update and discussion regarding the legislation proposed by Senator Barbara Boxer and the Wilderness Coalition. (Ref. 10-02-2001 and continuing every meeting)

Assistant to the Board Judy Molnar reported on an article in the newspaper regarding how the wilderness proposal hangs in the election balance for Senator Dianne Feinstein. Molnar explained Feinstein had a large role in whether the legislation passed or not on the floor and stated she had been in contact with Nancy Lungren from Senator Oller's office to set up a meeting with Feinstein's Field Representative Chris Orum to discuss impacts of wilderness on Alpine County and emphasize the County's position. Molnar reported the wilderness maps would not be developed until after the legislation was passed and explained that we want to emphasize to Feinstein that this was not acceptable to Alpine County.

Zellmer reported Feinstein was being attacked for her position on fire suppression through forest management.

8.3 Continued update and discussion regarding the remodel of the Bear Valley Public Safety Building. (Ref 09-17-2002 and continuing every meeting)

Director Public Works Leonard Turnbeaugh reported meeting with Bear Valley Water District regarding the variance of the standards for discharge of roof drains into the sewer system should it be necessary. Turnbeaugh discussed options and reported County Counsel Dennis Crabb and the Water District Counsel were developing language for the variance.

Crabb reported there was a provision in the Water District ordinance that allowed for exceptions if certain findings were made and stated there was a Water District concern regarding the possible violation of a permit condition of the Water Resources Board by allowing roof discharge causing a mixed drainage situation. Crabb stated the draft agreement would be on the next agenda.

Turnbeaugh reported they were pursuing other alternatives.

8.4 Continued update and presentation by U.S. Forest Service representatives regarding issues affecting Alpine County. (Ref: 10-03-95 and continuing the first meeting of every month.)

District Ranger for the Humboldt-Toiyabe National Forest Carson Ranger District Gary Schiff was present and gave the update on the following issues:

- RAC had worked together to fund new restrooms in two campgrounds and bear-proof food boxes in Hope Valley and Silver Creek Campgrounds. RAC also funded a Fire Projects Coordinator position to address needs on private/public land in Alpine County.
- Visitor's Center - The current thinking per the new Chamber of Commerce Executive Director was to investigate whether the \$48,000 they received as part of Service First Grant could be spent to upgrade the current Chamber of Commerce restrooms. The question was whether they could spend those grant funds on a non-federal facility.
- Search & Rescue - Schiff described an incident in the wilderness recently and stated the U.S. Forest Service had jurisdiction over motorized use in the wilderness but would not prevent search where life was at stake. Schiff stated there was a protocol where the Duty Officer in Markleeville, Mike Wilde, should be contacted initially; he would contact Schiff or the Supervisor and an immediate decision would be made.
- Green Sticker Program - The Humboldt-Toiyabe National Forest applied for a \$150,000 OHV grant for grooming and law enforcement purposes. The OHV Commission turned down the grant after an unsuccessful attempt to de-couple the grooming from the law enforcement portion of the grant and an argument regarding the merit of funding grooming through the program considering the source of funding. Schiff reported the impacts this winter will be more on the non-motorized community with greater incursions into the traditionally non-motorized areas due to the lack of groomed trails and enforcement. Schiff stated his concern was with the summer OHV program as motorized vehicles were more likely to cause resource damage without law enforcement presence. In response to a question from Director Public Works Leonard Turnbeaugh regarding plowing of Blue Lakes, Hope Valley resident John Brissenden stated the plowing of the Blue Lakes area was funded through SnoPark. Sheriff-elect John Crawford expressed concern with the potential increase in search and rescues of snowmobilers and cross-country skiers due to lack of groomed trails. In response to a question from Markleeville resident Nancy Thornburg regarding the source of green sticker funding (36 million dollars statewide), Schiff stated there were two sources, one from the green sticker all off highway vehicles were required to purchase (approximately \$900,00 statewide) and a portion of gas tax (the remainder of the 36 million dollars). Lake Tahoe Snowmobile Club member Mary Lou Mosbacher reported there had been a FPPC suit filed against one of the members of the OHV Commission by the Blue Ribbon Coalition. Schiff reported there was an OHV Commission meeting scheduled for December 4 and 5, 2002 in Ontario and stated he would attend to present the impacts of their decision not to fund the program in the Humboldt-Toiyabe. Brissenden reported the OHV funds for this region would be reconsidered in Ontario.
- Forestdale Lawsuit - There had been a settlement hearing before a judge and no resolution was reached. Schiff stated they were going to meet within their own Forest Region with members of both communities to negotiate a resolution; meanwhile, they were moving forward toward trial. Brissenden stated that the compromise proposed by the Alpine County Board of Supervisors in 2001 was still viable.

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- T-21 Training - Schiff reported Director Public Works Leonard Turnbeaugh attended the training and explained they had been very successful acquiring T-21 grants in Nevada. Schiff stated they would work with Alpine County on T-21 grant applications.
- Christmas Trees - There was a request for tags to be available for sale in Markleeville on or before Thanksgiving. There was also a request for adequate signage in the cut area.
- Quarterly Meeting - the workshop meeting will be held on November 19, 2002 at Turtle Rock Park from 1:30 p.m. to 3:00 p.m. to discuss issues affecting Alpine County.

8.5 Continued request for adoption of resolution establishing an underground utility district for Main Street in Markleeville pursuant to Alpine County Code Section 13.24. (Ref. 10-15-2002)

Director Planning Brian Peters stated there had been minor changes to the resolution in Finding #1 and the addition of Finding #3; the resolution included a detailed map in the exhibits that clearly showed the area of underground power and attached to the map was a list of power poles that would be removed. Peters reported the district would start at a power pole north of the Chamber of Commerce building on the west side of the highway down through town and ends at the power pole just before it crosses Markleeville Creek.

Peters reported Montgomery Street would be considered as a separate district and would be considered during the public hearing set for December 3, 2002.

MOTION Jardine/SECOND Zellmer adopting the revised Resolution No. R2002-53 establishing an underground utility district for Main Street in Markleeville pursuant to Alpine County Code Section 13.24.

AYES: Jardine, Zellmer, Gansberg;

ABSENT: Silverstone;

VACANT: District 3;

MOTION CARRIED.

9. REGULAR AGENDA – NEW BUSINESS

9.1 Request for adoption of resolution appointing Sheriff-Coroner Elect John Crawford to the Office of Sheriff Coroner. - County Counsel

County Counsel Dennis Crabb reported that the applicable provisions of the Government Code state that once the existing sheriff retires or leaves office, the undersheriff automatically assumes the office until it is filled in some other manner provided by law. Crabb explained that since there was a Sheriff-Coroner Elect who would take office in January 2003, it was assumed that the Board would appoint the Sheriff-Coroner Elect to hold the office two months early. Crabb stated he had prepared the resolution based on that assumption.

MOTION Jardine/SECOND Zellmer adopting Resolution No. R2002-54 appointing Sheriff-Coroner Elect John Crawford to the Office of Sheriff Coroner.

AYES: Jardine, Zellmer, Gansberg;

ABSENT: Silverstone;

VACANT: District 3;

MOTION CARRIED.

9.2 Request for approval of the updated agreement between South Tahoe Public Utility District and the County of Alpine and the Alpine County Water Agency. - County Counsel

County Counsel Dennis Crabb explained the updated agreement was the same as was approved in the Water Agency meeting earlier today and stated that Chair Gansberg would have to abstain due to a conflict of interest.

MOTION Jardine/SECOND Zellmer approving CC2002-69 agreement between South Tahoe Public Utility District and the County of Alpine and the Alpine County Water Agency consolidating the relevant provisions of the original 1967 agreement and the five amendments.

AYES: Jardine, Zellmer;

ABSTAIN: Gansberg;

ABSENT: Silverstone;

VACANT: District 3;

MOTION CARRIED.

- 9.3 **Discussion and possible action authorizing intergovernmental funding agreement by and between the U.S. Forest Services, Carson Ranger District, and the County of Alpine, for employment of Fire Projects Coordinator. - Supervisor Chris H. Gansberg, Jr.**

Assistant to the Board Judy Molnar distributed a copy of the RFQ for the Fire Projects Coordinator and explained Alpine County would be the employer, this would be an independent contractor position, the funds would be distributed from the Federal Government to the County and held in trust, the County would process the payroll, and RAC would provide oversight and direction to the individual. Molnar stated she would work with the RAC Committee assigned to the Projects Coordinator to review the applications and set up interviews.

After Board discussion, it was decided that the Projects Coordinator would answer to RAC Committee member Skip Veatch.

MOTION Zellmer/SECOND Jardine approving distribution of the RFQ and authorizing intergovernmental funding agreement by and between the U.S. Forest Services, Carson Ranger District, and the County of Alpine, for employment of Fire Projects Coordinator.

AYES: Jardine, Zellmer, Gansberg;

ABSENT: Silverstone;

VACANT: District 3;

MOTION CARRIED.

- 9.4 **Discussion and possible action authorizing letters of comment to state and federal legislators opposing the California Off-Highway Motorized Vehicle Recreation Commission grant funding decision (to the Humboldt-Toiyabe National Forest and Lake Tahoe Basin). - Supervisor Chris H. Gansberg, Jr.**

Chair Gansberg explained this item was placed on the agenda per the request of a private citizen.

California Off-Highway Motorized Vehicle Recreation Commission member and Hope Valley resident John Brissenden stated the OHV grant for the Humboldt-Toiyabe was defeated by a 3 to 3 vote and pointed out that earlier in the meeting he had supported the Alpine County grant for law enforcement and grooming of the roads in Bear Valley. Brissenden voiced concern regarding the appropriateness of the funding vehicle for grooming citing the amount contributed through gas tax. Brissenden explained the Tyler Study (gas tax formula) was suspect and there were funds available to redo that study. Brissenden stated close to a quarter-billion dollars over the last 20 years had been misspent and the program had been illegally run for 20 of the 30 years. Brissenden stated they needed one more vote in support of the law enforcement for it to pass. Brissenden stated there had been 228 known incursions into the wilderness and the 17 citations that were issued have disappeared; after 30 years of conflicts the Commission was discussing if this was an effective use of the funds.

Brissenden stated that of the 36 million dollars in OHV funds for summer and winter, approximately 98 thousand was generated by green sticker fees; approximately 5 million dollars was requested in this round of grants, staff recommended 4.5 million and 3.8 million was funded, with green sticker funds contributing only \$200,000. Brissenden stated that there were tremendous inadequacies in this program.

Director Public Works Leonard Turnbeaugh made rebuttal statements to Brissenden's comments regarding gas tax, voiced concerns that the operator who currently did the snowplowing, packing and grooming for Blue Lakes would not continue the snowplowing portion if packing and grooming was not funded. Turnbeaugh stated snowmobiles had been using the Blue Lakes area since before State Route 88 was a year around road and before cross-country skiers used the area.

Markleeville resident Nancy Thornburg stated the Commission should have conducted studies prior to defunding and that this move seemed to be another step toward shutting down motorized public recreation of any type in the National Forests.

In response to a comment from Markleeville resident Deirdre Wallace regarding grooming in Bear Valley, Brissenden explained that he had voted in favor of grooming this year to allow Bear Valley time to obtain an alternate source of funding and that he would not support grooming next year.

There was discussion regarding the need for grooming in Bear Valley with 600 resident snowmobiles and the impacts of recreational users above that number using the area.

Chair Gansberg stated the Board has always supported multi-use of the forest.

Supervisor Zellmer discussed whether the Commission had the benefit of counsel present during discussions and votes to advise them and determined that it was counsel's responsibility to advise the commissioners regarding conflict of interest issues. Zellmer stated he was not in favor of writing a letter on this issue but suggested writing a letter addressing multiple use in National Forests.

MOTION Zellmer/SECOND Jardine approving letter to the California Off-Highway Motorized Vehicle Recreation Commission supporting multiple use in National Forests, grooming as a health and safety issue for Search and Rescue, recreation, handicapped, and elderly; and stating that intrusions into the wilderness will increase without these funds.

AYES: Jardine, Zellmer, Gansberg;

ABSENT: Silverstone;

VACANT: District 3;

MOTION CARRIED.

- 9.5 Request for appointment of Assistant to the Board as Interim County Risk Manager, effective November 1, 2002. - Supervisor Chris H. Gansberg, Jr.**

Chair Gansberg explained that Auditor-Controller Marilyn McKenzie resigned as the County Risk Manager effective October 30, 2002 and stated he had discussed the matter with Assistant Auditor-Controller Donna Simon and reported that she was willing to assume the duties of Risk Manager.

Supervisor Jardine suggested coordinating the responsibilities with Auditor's Office staff, Auditor-elect Randi Makley, the Assistant to the Board and County Counsel.

Assistant to the Board Judy Molnar explained that typically the point person was an elected official or a manager but it was at the Board's discretion to delegate the responsibility to rank and file. Molnar stated there would be a great deal of pressure on a rank and file employee to administer the program.

Supervisor Zellmer suggested Molnar be named point person should the Auditor's office need help with Risk Management decisions.

MOTION Zellmer/SECOND Jardine appointing Assistant Auditor-Controller Donna Simon as Interim Risk Manager effective November 1, 2002 with a temporary departmental promotion per Alpine County Code Section 2.88.710.

AYES: Jardine, Zellmer, Gansberg;

ABSENT: Silverstone;

VACANT: District 3;

MOTION CARRIED.

- 9.6 Request for adoption of resolution adopting the final budget figures for fiscal year 2002-2003 as amended. - Auditor-Controller**

MOTION Zellmer/SECOND Jardine adopting Resolution No. R2002-55 adopting the final budget figures for fiscal year 2002-2003 as amended.

AYES: Jardine, Zellmer, Gansberg;

ABSENT: Silverstone;

VACANT: District 3;

MOTION CARRIED.

- 9.7 Request for adoption of resolution setting the Alpine County tax rate for fiscal year 2002-2003. - Auditor-Controller**

MOTION Zellmer/SECOND Jardine adopting Resolution No. R2002-56 setting the Alpine County tax rate for fiscal year 2002-2003.

AYES: Jardine, Zellmer, Gansberg;

ABSENT: Silverstone;
VACANT: District 3;
MOTION CARRIED.

10. DEPARTMENT'S AGENDA

10.1 ASSISTANT TO THE BOARD

a) Assistant to the Board/Personnel/Purchasing update and oral communication.

Assistant to the Board Judy Molnar reported receiving an invoice from Lake Tahoe Ambulance for \$17,000 and stated there was not a mechanism in place for proper review of the invoices, to submit the bills for any type of formal collection or delegation of responsibility for follow-up of how the invoices will be paid or how the cost would be re-cooped. Molnar stated the \$17,000 was one group of invoices and they could continue to come in up to one year from the date of service. Molnar reported there was no designated staff to review the invoices and collect the outstanding bills.

Chair Gansberg directed this item be paced on an agenda for discussion.

Supervisor Jardine expressed his deep appreciation to Molnar for attending the meetings regarding ambulance service and watching out for the County's interests.

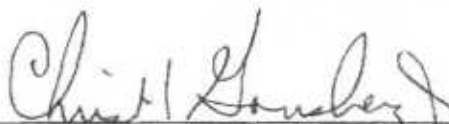
10.2 COUNTY COUNSEL

a) County Counsel update and oral communication.


County Counsel Dennis Crabb reported there had been three well applications filed on the Heise Property; the STPUD was currently trying to acquire the property; he had advised the Health Department to forward the applications to the Board for review and discussion on the next agenda. Crabb reported the trial brief had been filed on the 1635 application case that challenges the State Water Resources Board and stated there had been no charges or attempts to charge Alpine County. Crabb reported that he had been appointed to the Federal Advisory Committee for Lake Tahoe by the Department of the Interior, which oversees the activities of all the Federal agencies for Lake Tahoe. Crabb stated he suspected there would be some Alpine County issues.

11. ADJOURNMENT

The Board adjourned to the next regular meeting of November 19, 2002, at 9:00 a.m., at the County Administrative Office Building, Markleeville, California.


Chris H. Gansberg, Jr., Chair, Board of Supervisors
County of Alpine, State of California

ATTEST:


Barbara K. Jones, County Clerk & ex officio
Clerk of the Board of Supervisors
By: Barbara Howard, Assistant County Clerk

FULL TEXT OF INITIATIVE ORDINANCE

The proposed ordinance reads as follows:

Section One. The South Tahoe Public Utility District, or its successor, including the County of Alpine, shall not cause to be discharged or applied in the County of Alpine, State of California, any water, waste, or treated sewage effluent in excess of the limitations contained in California Regional Water Quality Control Board, Lahontan Region, Board Order number 6-79-43 (Waste Discharge Requirements for South Tahoe Public Utility District) and more specifically those parameters and limitations in effect immediately after October 31, 1982, of Board Order, which are;

<u>PARAMETER</u>	<u>Units</u>	<u>30 Day Average</u>	<u>Maximum</u>
a. Chemical Oxygen Demand, less than,	mg/l,lb/day(kg/day)	30,1680 (762)	50,3130 (1420)
b. Biochemical Oxygen Demand, less than,	mg/l,lb/day(kg day)	3,168 (76.2)	10,626 (284)
c. Total Non-Filterable Residue, less than,	mg/l,lb/day(kg day)	-----	4,250 (113)
d. Total Phosphorus, less than,	mg/l-p,lb/day(kg day)	0.2,11.2 (5.1)	.5, 31.3 (14.2)
e. Methylene Blue Active Substances, less than,	mg/l,lb/day(kg day)	0.3,16.8 (7.6)	0.5, 31.3 (14.2)
f. Turbidity, less than,	NTU	3.0	10.0
g. The effluent ph, as measured in ph units, shall not be less than 6.5 nor more than 8.5.			
h. At some point in the treatment process, the median number of total coliform organisms shall not be greater than 2.2/100 ml for seven consecutive samples, nor shall the maximum number of total coliform organisms exceed 23/100 ml in any single sample.			
i. The effluent shall contain adequate dissolved oxygen.			
j. The effluent shall not contain trace elements, pollutants, contaminants, or combinations thereof, in concentrations which are toxic or harmful to humans, or to aquatic or terrestrial plant or animal life.			

Section Two. Indian Creek Reservoir shall be maintained as a quality fishery and recreational area, as provided under prior agreements between Alpine County and the South Tahoe Public Utility District.

Section Three. The County of Alpine shall retain a consulting firm to enforce the above standards and parameters. The consulting firm shall establish a comprehensive monitoring program, including inspection of all facilities related to the treatment of effluent, as well as the facilities and application sites within Alpine County, to assure the health and safety of the residents and visitors of Alpine County. There shall also be special focus upon the identification and elimination of any potential substances which may be injurious to human health.

The consulting firm retained shall carry liability insurance in an amount equal to the reasonably anticipated injuries in the event said consulting firm should fail to perform its duties. The full expense of said consulting firm shall be borne by South Tahoe Public Utility District or its successor.

Section Four. South Tahoe Public Utility District, or its assigns or successors shall carry a bond in the amount of one-million dollars to assure the performance of the above limitations and parameters, and the district shall be assessed for breaches of the parameters and limitations. Said bond shall also provide a fund for compensation in the event of loss of property, or its value, or personal injury caused by South Tahoe Public Utility District or its discharges within the County of Alpine.

Section Five. This ordinance incorporates by reference the same criminal sanctions as contained in Alpine County Ordinance #256, Section 2, adopted November 1, 1965.

Section Six. Items not addressed by this initiative, such as, fees charged or paid and alternative uses of effluent, such as, hydroelectric application, shall remain in the discretion in the Board of Supervisors. The content of this initiative shall not be applicable to individual household sewage disposal systems or septic tanks.

Section Seven. In case any section or sections, or part of any section, of this initiative, shall be found to be unconstitutional or invalid, for any reason, the remainder of the initiative shall not thereby be invalidated, but shall remain in full force and effect.



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GOVERNMENT CODE - GOV

TITLE 3. GOVERNMENT OF COUNTIES [23000 - 33205] (Title 3 added by Stats. 1947, Ch. 424.)

DIVISION 2. OFFICERS [24000 - 28085] (Division 2 added by Stats. 1947, Ch. 424.)

PART 2. BOARD OF SUPERVISORS [25000 - 26490] (Part 2 added by Stats. 1947, Ch. 424.)

CHAPTER 1. Organization [25000 - 25176] (Chapter 1 added by Stats. 1947, Ch. 424.)

ARTICLE 1. General [25000 - 25008] (Article 1 added by Stats. 1947, Ch. 424.)

25005. A majority of the members of the board constitute a quorum for the transaction of business. No act of the board shall be valid or binding unless a majority of all the members concur therein.

(Added by Stats. 1947, Ch. 424.)

Appendix B

Brown Act

December 13, 2016 Meeting Minutes Alpine County Unified School District.....B-1-6

Link to audio of December 13, 2016 School Board meeting:

<http://alpinecoe.k12.ca.us/audio/AudioDistrict12-13-16.mp3>

December 6, 2016 Meeting Minutes Alpine County Board of Supervisors.....B-7-12

Link to audio December 6, 2016 County Board of Supervisors

<http://alpinecountyca.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=2566&Format=Minutes>

December 20, 2016 Meeting Minutes Alpine County Board of Supervisors..... B-13-15

Link to audio December 20, 2016 County Board of Supervisors

<http://alpinecountyca.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=2567&Format=Minutes>

2016-2017 Alpine Count Civil Grand Jury

Appendix B

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BOARD MEETING

ALPINE COUNTY UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

5:30 PM, December 13, 2016

Administrative Services Annex, 43 Hawkside Drive, Markleeville, CA 96120

Attendance Taken at 5:35 PM:

Present:

Clint Celio
Tony Holdridge
Jane Starratt
Jill Wegenstein
Dr. Patrick Traynor
Dr. Scott Smith
Jenny Goldstein
Cheri Warrell
Jessica Young
Joe Voss

Absent:

Geoff Ellis

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Minutes:

Mr. Clint Celio, Clerk of the Board, called the meeting to order at 5:35 p.m.

A. Agenda Approval

Motion Passed: Passed with a motion by Tony Holdridge and a second by Jill Wegenstein.

Yes Clint Celio
Absent Geoff Ellis
Yes Tony Holdridge
Yes Jane Starratt
Yes Jill Wegenstein

2. CLOSED SESSION ITEMS

A. Announcement of Items to be Discussed in Closed Session

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3. HEARING OF THE PUBLIC

Minutes:
Mr. Chuck Brothers, parent, requested Action item 6 be stricken from the agenda as the item document attachment was not available online. Mrs. Brothers reiterated the document was not available on AgendaOnline. Superintendent Traynor and Administrative Coordinator Goldstein confirmed the document attachment was available at the District office.

4. PRESENTATIONS

A. Board Member Appreciation

Minutes:
Mr. Holdridge presented Mrs. Starratt and Mrs. Wegenstein plaques in appreciation of their years of service to the District.

B. Bear Valley

Minutes:
Dr. Traynor, Superintendent, reported on behalf of Mrs. Lauren Schimke. He reported that Ms. Schimke had not communicated information for the December meeting. Mrs. Wegenstein stated they were waiting for the next Facilities meeting to be scheduled and a response from the architecture firm.

5. CONSENT AGENDA ITEMS

A. Consent Agenda Approval

Motion Passed: Passed with a motion by Tony Holdridge and a second by Jill Wegenstein.
Yes Clint Celio
Absent Geoff Ellis
Yes Tony Holdridge
Yes Jane Starratt
Yes Jill Wegenstein

B. Regular Board Meeting minutes of November 8, 2016

C. Monthly Warrants

D. Discarded Book List from Ms. Lawlor, Library Media Clerk

E. Accept resignations of Classified Employees

F. Travel request for Dr. Patrick Traynor, Superintendent; Amy Mecak, and Rachael Brothers, Board Members-Elect, to attend the CSBA Annual

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B. Principal's Report

Minutes:

Dr. Smith, Principal/Director of Student Services, reported to the Board that the Winter program would be held on Thursday and will include a band performance and the Holidayz performance; he invited everyone to attend. The girls volleyball team had started with seven (7) members from grades 5 through 8, the Advanced Learner Program Coordinator was now in place and had been coordinating with teachers to align with the Science curriculum and a STEM (Science Technology, Engineering Math) focus, and she was organizing a field trip for January.

C. Business Manager's Report

Minutes:

Ms. Jessica Young, Business Manager, reported to the Board that the needs assessments for Diamond Valley Elementary School and Bear Valley School had been completed, the architect has contacted her, and the reports should be completed within the next week. The next Facilities meeting will be scheduled after the reports have been received and the boiler restoration project has been completed. Ms. Young further reported that the mechanical HVAC (heating ventilation air conditioning) project was mostly complete and one remaining phase should be completed in the coming week.

Ms. Young stated that she had been notified that the audit was complete, which she will be present at the January meeting.

8. ACTION ITEMS

A. New Business

1. Review and approve the first readings of CSBA recommended Board Policies, Board Regulations, and Board ByLaws

Motion Passed: Motion to waive the second reading and approve the CSBA recommended policies as presented. Passed with a motion by Clint Celio and a second by Jill Wegenstein.

- Yes Clint Celio
- Absent Geoff Ellis
- Yes Tony Holdridge
- Yes Jane Starratt
- Yes Jill Wegenstein

a. BP/AR 1312.3 Uniform Complaint Procedures

b. BP/AR 3230 Federal Grant Funds

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Yes Jane Starratt
Yes Jill Wegenstein

Minutes:
Ms. Jessica Young, Business Manager, reported to the Board that \$17,145.56 in Developer Fees was collected during the 2015-2016 year with interested generated of \$559.54 for \$17,705.10 in total revenue. Expenses included a justification study and administrative fees totaling \$2,524.51 for an end balance of \$149,583.00. The study presented was not revised to include the new study as the new study had been completed in May 2016 and adopted in June 2016. Ms. Young stated that fees collected were based on the prior justification study and next year's report would reflect the new study and rates.

4. Approve the appointment of School Attendance Review Board members

Motion Passed: Passed with a motion by Tony Holdridge and a second by Clint Celio.

Yes Clint Celio
Absent Geoff Ellis
Yes Tony Holdridge
Yes Jane Starratt
Yes Jill Wegenstein

a. Washoe Tribal Truancy: Tony Kizer, Truancy Officer

b. Washoe Tribal Probation: Paula Smith, Juvenile Probation Officer

c. Tahoe Youth and Family Services: Cheyanne Lane, Supportive Services Coordinator

d. Alpine County Sheriff's Department: Brian Lowry, Deputy Sheriff/School Resource Officer

e. Alpine County Child Protective Services: Matthieu David, Social Worker

5. Approve Resolution D16-17-07: Resolution Authorizing the Superintendent to Authorize Certain Acts

Minutes:
Dr. Traynor explained the Business Department requested the resolution which would allow the District to undergo an audit more successfully to avoid findings and for the Superintendent to hire an

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Minutes:

Mrs. Starratt reported that the Superintendent met the criteria for a favorable evaluation.

8. Approve the District certification of the First Interim Report dated October 31, 2016

Motion Passed: Passed with a motion by Clint Celio and a second by Tony Holdridge.

- Yes Clint Celio
- Absent Geoff Ellis
- Yes Tony Holdridge
- Yes Jane Starratt
- Yes Jill Wegenstein

Minutes:

Ms. Jessica Young provided a PowerPoint presentation of the First Interim Report as of October 31 to the Board. She discussed budget assumptions and changes in expenses, revenues, and fund balances since budget approval in June 2016.

9. Approve Resolution D16-17-08: Resolution to allow Board Members to be paid for non-attendance per EC 35120 for the December Board meeting

Motion Passed: It is recommended the governing board adopt the resolution as presented. Passed with a motion by Tony Holdridge and a second by Clint Celio.

- Yes Clint Celio
- Absent Geoff Ellis
- Yes Tony Holdridge
- Yes Jane Starratt
- Yes Jill Wegenstein

Minutes:

Polled vote: 4 ayes, 1 absent (Ellis)

B. Unfinished Business

9. OTHER REPORTS

10. INFORMATION ITEMS

A. SSSA/ACSA 34th Annual Spring Conference, March 6-8, 2017; McClellan Conference Center, McClellan, CA

B. SSSA Governor's Budget Workshop being held on January 17, 2017 at the Sacramento Convention Center and January 18, 2017 at the Hyatt

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13. ADJOURNMENT

Motion Passed: Passed with a motion by Clint Celio and a second by Tony Holdridge.

Yes Clint Celio

Absent Geoff Ellis

Yes Tony Holdridge

Yes Jane Starratt

Yes Jill Wegenstein

Minutes:

The meeting was adjourned at 7:43 p.m.

Respectfully submitted:

Approved by:

Patrick Traynor, Ph.D.
Superintendent

Clint Celio
~~CLINT CELIO~~
President of the Board

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Board of Supervisors
ALPINE COUNTY
Board Chambers
County Administration Building
Markleeville, CA 96120
Telephone (530) 694-2281

MINUTES
DECEMBER 6, 2016

1. CALL TO ORDER REGULAR MEETING

Chair Katherine Rakow called the Regular Meeting to order at 9:00 AM with Supervisors Donald Jardine, Ron Hames, Katherine Rakow, Terry Woodrow, and Mary Rawson present.

2. OPEN SESSION - PLEDGE OF ALLEGIANCE

3. ORAL COMMUNICATION - GENERAL PUBLIC COMMENT

Alpine Watershed Group Executive Director Sarah Green announced Sierra Nevada Americorp program member / Education and Outreach Program Coordinator Sarah Muskin and Sierra Nevada Americorp program member / Restoration and Monitoring Coordinator Alyson Cheney.

Markleeville Water Company representative Kris Hartnett reported that the operation manual was updated regarding servicing meters to comply with health department recommendations. Hartnett reported that the air gap broke and was repaired. Hartnett reported that pipe replacement along Hot Springs Road would be done in conjunction with the Hot Springs Road Reconstruction Project.

Alpine Biomass Committee representative David Griffith announced that the next Alpine Biomass Committee meeting would be on 12/6 at 6:00 p.m. at Turtle Rock Park; U.S. Forest Service Carson Ranger District, District Ranger Irene Davidson will be presenting information on the Carson River Project.

Supervisor Elect David Griffith thanked the county for sending him to CSAC conference for new supervisors course.

Undersheriff Spencer Case announced that former Alpine County Sheriff Larry Kuhl passed away on 11/26; Case reported that Kuhl was an angler who promoted and respected the rivers, lakes and ocean. Case reported that Kuhl was survived by his wife Sandy Bryson; Case reported that Kuhl requested no memorial services. Chair Rakow called for a moment of silence.

4. DEPARTMENT ANNOUNCEMENTS

Health and Human Services Director Nichole Williamson announced the deadline for the holiday food and gift program applications passed but applications would still be accepted; Williamson announced that the dental services was canceled.

- 6.2. This item was pulled from consent.
- 6.3. County Claims. - County Clerk
- 6.4. Mental Health Services Act (MHSA) Coordinator job description (Unrepresented Range \$5286-\$5834) and authorizing Personnel to commence recruitment of the position. - Deputy CAO to Personnel and Risk Management
- 6.5. Amending Alpine County Salary Schedule as required by California Code of Regulations (CCR) section 570.5. - Deputy CAO to Personnel and Risk Management
- 6.6. This item was pulled from consent.
- 6.7. **Amendment #1 to Contract No. CC2016-60** employment contract between Alpine County and James Boyd for Museum Curator Services (\$18.64 per hour) effective December 1, 2016. - Deputy CAO to Personnel and Risk Management
- 6.8. **Contract No. CC2016-65** purchasing two snowmobiles for the Alpine County Sheriff's Office in the amount of \$27,130.32 and authorizing the Finance Department to increase appropriations accordingly (requires 4/5 vote). - Sheriff
- 6.9. **Resolution No. R2016-56** authorizing Director of Community Development to negotiate and enter into agreements for rights of way needed for Hot Springs Road Bridge over Hot Springs Creek - Community Development Director
- 6.10. **Contract No. CC2016-66** approving the 2017 Alpine County Investment Policy and delegate investment authority to Director of Finance/CAO. - CAO and Finance Director
- 6.11. **Resolution No. R2016-57** rescinding Resolution Nos. 2005-36 and 2007-56, adopting Record Management Policies and Procedures and approving Retention Schedules authorizing the destruction of certain county records. - County Clerk
- 6.12. Declaration of the Results of the Canvass of Vote for the November 8, 2016 Consolidated Presidential General Election, per the Statement of Votes Cast, to which the certificate is attached. - County Clerk
- 6.13. Reappointment of Kimi Johnson to the Alpine County Children and Family (First 5 Alpine) Commission representing a) recipient of project services for the term 01/01/2017 - 12/31/2019. - County Clerk
- 6.14. One hour extension of lunch period (11:30 a.m. -1:30 p.m.) for employees who attend the annual Holiday Potluck on Wednesday, December 14, 2016, at Turtle Rock Park. - CAO and Finance Director
- 6.15. Extending the December 23rd half day holiday to a full day holiday for County Staff. - CAO and Finance Director

ITEMS PULLED FROM CONSENT

- 6.1. Continued request for approval of regular meeting minutes of 11/01/2016. - County Clerk

Bureau of Land Management (BLM) Carson City District Manager Ralph Thomas reported that BLM had concerns for public safety, fire danger and trigger trash with discharging firearms on public lands near populated trails and areas. Thomas reported that BLM supported the proposed ordinance revision.

In response to Supervisor Jardine's question regarding written reports of incidents in the Carson River Hot Springs area, Thomas reported that there were no written reports.

Supervisor Jardine reported that there were issues of 4WD access to the area and watershed concerns, not firearms usage.

In response to Supervisor Hames' questions regarding fires and cause of fires on BLM land, Thomas reported that this year there were 30 fires burning 80,000 acres in Nevada; causes were natural, such as lightning strikes, and many human causes that were undetermined; Thomas reported that three fires were from ricochet bullet and were reported by the shooters.

U.S. Forest Service Carson Ranger District Ranger Irene Davidson reported that conflicts between user groups were increasing in Douglas County. Davidson reported that Douglas County was considering a congested area ordinance; Washoe County was considering expanding their congested area ordinance. Davidson cited an incident regarding a 4WD group that left the Carson River Hot Springs area with damage to the area. Davidson reported supporting the ban on shooting in the Carson River Hot Springs area.

In response to Supervisor Rawson's question regarding what constituted a congested area, Davidson reported that each county defined congested areas.

In response to Supervisor Hames' question regarding enforcement support, Davidson reported that the Forest Service would be able to write an enforcement order supporting the ordinance, which would allow the Forest Service to write tickets.

In response to Supervisor Rawson's question regarding enforcement of the remote area, Davidson reported that videos posted on the Internet aided in prosecuting offenders.

Supervisor Hames' read an email from U.S. Forest Service Payette National Forest, McCall/New Meadows District Recreation Specialist Anna Lowell.

Woodfords resident Jim Lamb reported supporting the revision to the firearms ordinance in interest of public safety. Lamb suggested governing by policy not by resolution.

Sheriff Rick Stephens reported that there had been three reports in the Carson River Hot Springs area in eight years; the area was not congested. Stephens reported that the ordinance was recently amended allowing the Sheriff or Fire Chief to close recreational shooting in times of fire danger; the Carson River Hot Springs area is the lowest elevation in the county and would be closed during adverse fire conditions. Stephens reported that he was not in support of amending the ordinance.

Markleeville resident Kris Hartnett reported support of firearms safety and public safety. Hartnett raised concerns regarding jurisdiction and cost to the County for enforcement.

County Counsel David Prentice reported that the combined position of County Administrative Officer (CAO) and Director of Finance was formed as an interim position two years ago. Prentice reported that adopting the ordinance making the position permanent would not restrict the County from separating the positions in the future. Prentice reported that most department heads were in support of the ordinance.

Health and Human Services Director Nichole Williamson reported supporting the ordinance; the combined position worked better than two separate positions or no CAO.

Sheriff Rick Stephens reported that the current structure was working well; supported the ordinance.

Markleeville resident Kris Hartnett reported that the position began with Measure A; the development of the position had resulted in better than expected results; the position and the person in the position was a good fit for the County.

EMS/Fire Administrator Terry Hughes reported that the combined position had worked well for the Fire Department.

Public Hearing was closed at 10:37 a.m.

Supervisor Jardine commented that the current model of a combined CAO/Director of Finance position was the best model; thanked the public for written and verbal comments.

Supervisor Woodrow commented that there had been a significant improvement on service and budget savings with the current combined position.

MOTION Jardine / SECOND Woodrow waiving the first reading and setting the second reading on 12/20 of a proposed ordinance amending Chapter 2.10 of the Alpine County Code, the County Administrative Officer and Director of Finance.

AYES: Donald M. Jardine, Ron Hames, Katherine Rakow, Terry Woodrow, Mary Rawson;

MOTION CARRIED.

8. REGULAR AGENDA - UNFINISHED BUSINESS

8.1. Continued update and presentation by the U.S. Forest Service representatives regarding issues affecting Alpine County (Ref. 08/04/2009 and continuing the first meeting of each month.) - County Clerk

U.S. Forest Service Carson Ranger District Ranger Irene Davidson reported that she would present information at the Alpine Biomass Committee meeting on 12/6 regarding the Carson River Project. Davidson reported that approvals for structure reinforcements at the Vaquero Camp took longer than expected. Supervisor Jardine reported that members of the Historical Society were able to complete the structure reinforcements at the Vaquero Camp before inclement weather.

Davidson reported that the Forest Service would partner with the County on the Manzanita project. Davidson reported that the Forest Service supported the proposed shooting ordinance ban at the Carson River Hot Springs. Davidson reported that Christmas tree permits had sold out; an evaluation would be conducted regarding future permit allowances.

Woodfords resident Buck McLellend reported that there were two runaways on 12/5; requested that Board take action to protect the residents of Alpine County. McLellend reported on difficulties of obtaining restitution.

Woodfords resident Karen Dustman thanked Supervisor Rawson for bringing the issue to the Board; Dustman reported that runaway children from a ROP house had knocked on her door. Dustman expressed concern for residents and children in the homes. Dustman reported that a letter to the governing agency regarding licensing was appropriate.

Markleeville resident Kris Hartnett reported that promises were made that security would be enhanced; waiting from ROP to provide an update.

In response to Woodfords resident Jim Lamb inquiry regarding which local agency monitors the ROP houses, Supervisor Rawson reported that Juvenile Justice Committee was able to enter the houses for inspection; the committee was in process of forming.

Sheriff Rick Stephens reported supporting the community and would support efforts to rehabilitate the ROP youth while mitigating criminal activities. Stephens reported that the ROP children had been good until the incident on 12/5.

Direction was given to staff to provide a plan to contact the governing agency of the ROP houses.

10. ADMINISTRATIVE ANNOUNCEMENTS

County Counsel David Prentice reported that he would be on vacation beginning December 21, 2016.

11. ADJOURN TO ANY OF THE FOLLOWING AGENCIES FOR WHICH THE BOARD OF SUPERVISORS SITS AS OFFICERS: BOARD OF EQUALIZATION, LOCAL TRANSPORTATION COMMISSION, WATER AGENCY

None.

12. CLOSED SESSION

12.1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: County Administrative Officer/Director of Finance (GC §§ 54954.5 and 54957) - Deputy CAO to Personnel and Risk Management

Evaluation was completed.

12.2. Conference With Labor Negotiator - (GC §§ 54954.5 and 54957.6) Agency Negotiator: David Prentice and or Margaret Long Employee Organizations: Alpine County Deputy Sheriff's Associations, Alpine County Miscellaneous Employee's Association, Unrepresented Employees. - Deputy CAO to Personnel and Risk Management

Direction was given.

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Board of Supervisors
ALPINE COUNTY
Board Chambers
County Administration Building
Markleeville, CA 96120
Telephone (530) 694-2281

MINUTES
DECEMBER 20, 2016

1. CALL TO ORDER REGULAR MEETING

Chair Rakow called the Regular Meeting to order at 9:00 AM with Supervisors Donald Jardine, Ron Hames, Katherine Rakow, Terry Woodrow, and Mary Rawson present.

2. OPEN SESSION - PLEDGE OF ALLEGIANCE

3. ORAL COMMUNICATION - GENERAL PUBLIC COMMENT

Museum Curator James Boyd introduced himself; Boyd thanked the Board of Supervisors for the opportunity to work in Alpine County; Boyd reported that he was looking forward to working with the community.

Markleeville resident Kris Hartnett thanked Chairperson Rakow for good work and service as Chair of the Board.

4. DEPARTMENT ANNOUNCEMENTS

County Librarian / Archivist Rita Lovell introduced part-time Library Assistant I Jamie Bratz; announced Markleeville and Bear Valley libraries would be closed on 12/23-12/24 and 12/31; announced hot apple cider and cookies were available at the Markleeville Library during the holidays.

District Attorney Karen Dustman introduced Victim Witness Coordinator Becky Wrucke; Wrucke announced that December was Driving Under the Influence (DUI) awareness month. Wrucke reported that 20% of the District Attorney's caseload was DUI related. Wrucke reported that with the legalization of marijuana, California Highway Patrol (CHP) projected increases of impaired driving offenses.

Health and Human Services (HHS) Director Nichole Williamson reported that the Child Abuse and Prevention Council (CAPC) would serve food and distribute gift baskets on 12/20.

Community Development Director Brian Peters reported that 1) the school roof at the Museum Complex would be repaired; 2) the material for the courthouse steps repair required temperatures above 50 degree; repairs would be done when weather permitted; 3) the Markleeville ditch breached during the last rain storm; reinforcement of the ditch would be done; 4) Markleeville Fuels Reduction Project contract was awarded to Woolery Construction. Peters reported that the project would be coordinated with the U.S. Forest Service and Alpine Watershed Group.

Peters introduced Alpine Watershed Group (AWG) Executive Director Sarah Green. Green reported that AWG was working with Alpine County Fire Safe Council and Alpine Biomass Committee to identify areas in the county with the greatest need of fuels reduction. Green

MOTION Jardine / SECOND Woodrow approving Consent Agenda as follows:

AYES: Supervisors Donald M. Jardine, Ron Hames, Katherine Rakow, Terry Woodrow, Mary Rawson;

MOTION CARRIED.

- 6.1. Continued regular meeting minutes of 11/01/2016. - County Clerk
- 6.2. Continued regular meeting minutes of 11/15/2016. - County Clerk
- 6.3. Regular meeting minutes of 12/06/2016. - County Clerk
- 6.4. Request for approval of County Claims. - County Clerk
- 6.5. Changing the position allocation from .80 FTE to 1.0 FTE for the Victim Witness Coordinator retro-active to December 7, 2016 - District Attorney
- 6.6. **Contract No. CC2016-68** an application for the fiscal year 2016/2017 Homeland Security Grant Program (HSGP) and adopting **Resolution No. R2016-58** of Governing Body Resolution (GBR). - Sheriff
- 6.7. **Contract No. CC2016-69 Amendment #1 to Contract No. CC2015-17** between Alpine County Behavioral Health Services and Kings View Behavioral Health Systems for Telepsychiatry Services and authorizing Board Chair to sign the contract retroactive to July 1, 2016 through June 30, 2017. - BHS Director
- 6.8. **Contract No. CC2016-70** Children's Medical Services Plan for Fiscal Year 2016-2017 in the amount of \$83,465 and authorizing Board Chair to sign documents. - HHS Director
- 6.9. Revising Alpine County Mental Health Advisory Board By-Laws and authorizing Board Chair to sign by-laws. - BHS Director
- 6.10. Appointing Rita Lovell to the Mental Health Board for the unexpired term ending 05/30/2017. - County Clerk

7. PUBLIC HEARINGS

- 7.1. **Second reading and possible adoption of a proposed ordinance amending Chapter 2.10 of the Alpine County Code, the County Administrative Officer and Director of Finance- County Counsel - County Counsel**

County Counsel David Prentice reported that after the ordinance was adopted, it would take effect in 30 days from the date of adoption.

Chair Rakow opened the Public Hearing at 9:36 a.m. There was no public comment. Chair Rakow closed the Public Hearing at 9:36 a.m.

MOTION Jardine / SECOND Woodrow adopting Ordinance No. 721-16 amending Ordinance No. 707-14, Chapter 2.10 of the Alpine County Code, the County Administrative Officer and Director of Finance;

AYES: Supervisors Donald M. Jardine, Ron Hames, Katherine Rakow, Terry Woodrow, Mary Rawson;

MOTION CARRIED.

10. **ADMINISTRATIVE ANNOUNCEMENTS** - None.
11. **ADJOURN TO ANY OF THE FOLLOWING AGENCIES FOR WHICH THE BOARD OF SUPERVISORS SITS AS OFFICERS: BOARD OF EQUALIZATION, LOCAL TRANSPORTATION COMMISSION, WATER AGENCY**

None.
12. **CLOSED SESSION**
 - 12.1. **Conference With Labor Negotiator - (GC§ § 54957.6) Agency Negotiator: David Prentice and/or Margaret Long, Unrepresented Employee - County Librarian - CAO and Finance Director**

Direction was given to staff
 - 12.2. **Conference With Labor Negotiator - (GC§ § 54957.6) Agency Negotiator: David Prentice and/or Margaret Long, Unrepresented Employee - County Administrative Officer/Director of Finance - Deputy CAO to Personnel and Risk Management**

Direction was given
 - 12.3. **Conference with Legal Counsel --Anticipated Litigation Significant exposure to litigation pursuant to Section 54956.9(E)(4): 1 case - Deputy CAO to Personnel and Risk Management**

Information was given
13. **ADJOURNMENT**

The Board adjourned to the next regular meeting of Tuesday, January 3, 2017 at 9:00am at the County Administrative Office Building, Markleeville, California.



Katherine Rakow, Chair, Board of Supervisors
County of Alpine, State of California

ATTEST:



Teola L. Tremayne, County Clerk & ex officio
Clerk of the Board of Supervisors
By: Stephanie Fong, Assistant County Clerk

A complete audio recording of this meeting is available on the County website
www.alpinecountyca.gov

Appendix C

Measure A

Fiscal Office Consolidation Act.....	C-1
Voter pamphlet fiscal impact statement.....	C-4

2016-2017 Alpine Count Civil Grand Jury

Appendix C

ORDINANCE NO. 703-12

THE FISCAL OFFICE CONSOLIDATION ACT

**ORDINANCE OF THE COUNTY OF ALPINE BOARD OF
SUPERVISORS PERTAINING TO THE ESTABLISHMENT OF
AN APPOINTED OFFICE OF DIRECTOR OF FINANCE
AND SUBJECT TO VOTER APPROVAL AND ENACTMENT
PURSUANT TO ELECTIONS CODE SECTION 9140
AND GOVERNMENT CODE SECTION 26980**

WHEREAS, the elected County auditor submitted her resignation to become effective May 30, 2012 creating an opportunity for the board and voters of the County to consider making structural changes to the County's financial offices; and

WHEREAS, on June 5, 2012, the Board of Supervisors approved an ordinance to consolidate the offices of County auditor/controller and treasurer/tax collector as a temporary measure to insure that the resignation of the auditor would not negatively impact the County's financial viability; and

WHEREAS, a committee of County officers and citizens studied legal options for restructuring and improving County government, including but not limited to the possible establishment of a County office of director of finance pursuant to Government Code section 26980; and

WHEREAS, on July 17, 2012, the committee delivered its final report to the Board, which among other things recommended that the Board of Supervisors pursue the establishment of an appointed office of director of finance and place a measure to that effect before the voters at the election scheduled for November 6, 2012; and

WHEREAS, the Board of Supervisors appreciates and concurs with the committee's recommendations and wishes to establish an appointed office of director of finance, with voter approval; and

WHEREAS, in accordance with Government Code section 26980 and pursuant to Elections Code section 9140, the Board of Supervisors is authorized to adopt and submit this ordinance which would establish an appointed office of director of finance, to the voters for approval and enactment.

NOW, THEREFORE, the Board of Supervisors of the County of Alpine **ORDAINS** as follows:

Section 1: Title

This ordinance shall be known and may be cited as "The Fiscal Office Consolidation Act."

Section 2: Findings and declarations

The Board of Supervisors finds and declares as follows:

- A director of finance will improve customer service and delivery of services by improved accountability, less duplication, increasing sharing of resources and employees, cross training, and better coordination between the divisions within one department instead of two separate departments.
- A director of finance will provide better integration of functions and a broader view of financial operations.
- Financial requirements of the County are very important and complex. This requires the County to do its best to attract and retain the most highly qualified employees available in the job market, and not be limited to those individuals living in Alpine County meeting minimum

qualifications. For the current and future needs of the County, individuals should be appointed who exceed minimum qualifications.

- A director of finance will improve systems, communications, and better utilization of limited resources.
- Converting from an elected system of recruitment to an appointed system allows the County to recruit beyond County borders, expanding the number of interested and qualified candidates to fill vacancies.
- Converting to an appointed system will allow the County to effectively raise qualifications for complex positions.
- Removing re-election politics from departments enhances stability and allows department directors to focus on their job requirements, not re-election.
- Converting from an elected system to an appointed system increases the County's flexibility to manage its resources.
- The appointment system allows the Board of Supervisors to quickly fill vacancies with permanent employees, thereby improving stability and services.
- Performance standards and performance evaluations can be implemented and department directors can be held accountable to County standards.
- Converting to an appointed system will allow the County to take quick action to remedy poor performance.

Section 3: Subject to voter approval and enactment of this ordinance pursuant to Elections Code section 9140, Chapter 2.11 is hereby added to the Alpine County Code and shall read as follows:

Chapter 2.11

DIRECTOR OF FINANCE

Sections:

- | | |
|-----------------|----------------------------|
| 2.11.010 | Office established. |
| 2.11.020 | Qualifications. |

2.11.010 Office established.

Pursuant to Government Code section 26980, there is hereby established in the County of Alpine an office of director of finance. The office shall be filled by appointment (not election) in accordance with any applicable statutory requirements and shall serve as an "at will" employee of the County who may be terminated without cause. The office shall be consolidated with the offices of auditor, controller, treasurer, and tax collector, and have all of the powers and duties of such offices so consolidated together with such other powers and duties as the Board of Supervisors may provide. The offices so consolidated shall no longer be elective upon such consolidation, which shall occur and be effective as soon after the adoption of this ordinance as may be permitted by applicable law based on the expiration of the then current terms of office of the incumbents of those offices.

2.11.020 Qualifications.

Any person may be appointed to the office of director of finance, consolidated from other offices pursuant to this Chapter, if he or she meets the qualifications set forth in state law for those offices. The Board of Supervisors shall use its best efforts to ensure that the individual appointed to the office of director of finance possesses such high levels of experience and education, exceeding the minimum qualifications set by state law, as may be deemed necessary and appropriate by the Board of Supervisors in order to achieve the County's financial goals and objectives.

Section 4: Subject to voter approval and enactment of this ordinance pursuant to Elections Code section 9140, the Board of Supervisors may thereafter make such other revisions to the Alpine County

Code, including but not limited to Chapter 2.40 (entitled "Treasurer/Tax Collector/Auditor/Controller"), Chapter 2.12 (entitled "County Controller"), and Chapter 2.09 (entitled "Assessor/Recorder"), as it deems necessary to fully effectuate the establishment of an appointed director of finance in conformance with this ordinance.

Section 5: Submission to voters; effective date

Pursuant to Elections Code section 9140, this ordinance ("The Fiscal Office Consolidation Act") shall be submitted to the voters of Alpine County at an election, which shall be consolidated with the election scheduled for November 6, 2012. Said ordinance shall take effect and be deemed enacted only if and when duly approved by the voters at said election in accordance with the provisions of Elections Code section 9140 and Government Code section 26980.

Section 6: Constitutionality/Severability

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have adopted the ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

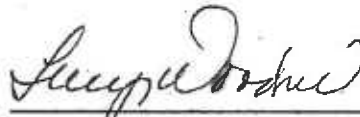
PASSED and ADOPTED this 7th day of August, 2012, by the following roll call vote:

AYES: Supervisors Jardine, Bennett, Woodrow and Sweeney

NOES: None

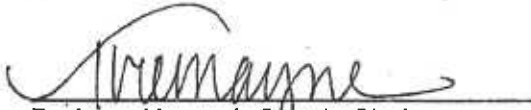
ABSENT: Supervisor Veatch

ABSTAIN:



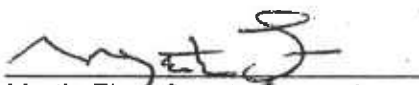
Terry Woodrow, Vice-Chair,
Board of Supervisors, County of
Alpine, State of California

ATTEST:



Barbara Howard, County Clerk
& Ex Officio Clerk to the
Board of Supervisors,
By: Teola Tremayne, Assistant County Clerk

APPROVED AS TO FORM:



Martin Fine, County Counsel

**IMPARTIAL ANALYSIS OF MEASURE A
(FISCAL OFFICE CONSOLIDATION ACT)
by County Counsel**

Measure A would approve and enact a county ordinance entitled The Fiscal Office Consolidation Act ("Act"). The Act amends the Alpine County Code to create a new appointive office of director of finance. State law authorizes the creation of such an office with voter approval. On June 5, 2012 the Alpine County Board of Supervisors consolidated the duties of the elected offices of auditor-controller and treasurer-tax collector and appointed the incumbent treasurer-tax collector to assume the additional duties of auditor-controller. This action by the Board consolidated the duties of the separate offices so that one elected officer could perform the duties but did not consolidate the offices.

Under the Act the office of director of finance would consolidate (combine) the offices of auditor, controller, treasurer, and tax collector and this office would no longer be elected. The consolidation would become effective as soon after the adoption of the ordinance as permitted by applicable law based on the expiration of the current term of office of the incumbent auditor-controller-treasurer-tax collector. The director of finance would have all of the powers and duties imposed by State law on the offices consolidated, together with such other powers and duties as the board of supervisors may provide. Under applicable State law, the director of finance would be independently audited every year.

The individual appointed as director of finance would be required to possess qualifications meeting or exceeding the minimum qualifications imposed by State law for either the auditor, or treasurer.

Measure A will pass if a majority of the votes cast are in favor of it.

A "Yes" vote on Measure A means you wish to approve and enact the county ordinance entitled The Fiscal Office Consolidation Act, thereby consolidating the elective offices of auditor/controller and treasurer/tax collector into a new appointive office of director of finance.

A "No" vote on Measure A means you do not wish to approve and enact the county ordinance entitled The Fiscal Office Consolidation Act, thereby leaving one elected official to run the separate offices of auditor, controller, treasurer and tax collector and not creating an appointive office of director of finance.

The above statement is an impartial analysis of Measure A and the ordinance it would approve entitled The Fiscal Office Consolidation Act. If you desire a copy of the measure or ordinance, please call the elections official at (530) 694-2281 and a copy will be mailed at no cost to you.

**FISCAL IMPACT STATEMENT MEASURE A
(FISCAL OFFICE CONSOLIDATION ACT)
by Auditor**

Measure A would establish the appointed office of the Director of Finance. On June 5, 2012 the Alpine County Board of Supervisors consolidated by ordinance the elected offices of Auditor-Controller and Treasurer-Tax collector. The Board of Supervisors transferred the office of the Recorder to the office of the Assessor. Table A reflects estimated annual salaries and compensation prior to the June 5, 2012 consolidation. Table B reflects estimated annual salary and compensation after the June 5, 2012 consolidation and reflects the passage of Measure A.

With the consolidation of offices prior to Measure A, the fiscal impact was estimated to generate an annual cost savings of approximately \$113,643 or 20.7%. These cost savings would continue under Measure A. If Measure A is defeated the county may need to reorganize to ensure fiscal stability. The cost to reorganize may increase and is unknown at this time.

TABLE A: Estimates Prior to Consolidation by Ordinance

	<u>Salary</u>	<u>Benefits</u>	<u>Total</u>
Auditor-Controller	\$93,096.00	\$34,971.00	\$128,067.00
Treasurer-Tax Collector-Recorder	\$93,096.00	\$30,494.00	\$123,590.00
Assessor	\$93,096.00	\$30,494.00	\$123,590.00
Senior Financial Officer	\$85,008.00	\$33,594.00	\$118,602.00
Misc. Professional Services		\$55,000	\$55,000.00
Estimated Total A			\$548,849.00

TABLE B: Estimates After Consolidation of Offices and With Passage of Measure A

	<u>Salary</u>	<u>Benefits</u>	<u>Total</u>
Auditor-Controller-Treasurer-			
Tax Collector	\$125,436.00	\$36,000.00	\$161,436.00
Assessor-Recorder	\$114,996.00	\$34,222.00	\$149,218.00
Senior Financial Officer	\$85,008.00	\$39,544.00	\$124,552.00
Estimated Total B			\$435,206.00

Annual Estimated Cost Savings by Consolidation/Measure A (A-B) \$113,643.00

Estimated additional cost savings or cost increases cannot be determined at this time. Consolidation may result in greater departmental efficiency for long term cost savings. Opportunity for long-term cost savings include automated processes, greater accountability, reduced duplication, increased sharing of resources, ability to cross train, improved coordination between departments and the ability to eliminate or greatly reduce the use of outside consultants. The process of consolidation under Measure A may result in increased cost of initial investments but may produce cost savings in future years.

COMPARISON OF CURRENT STATUS AND MEASURE A

Point/Issue	Current Status	Measure A
Impact of vote	No means that the county ordinance The Fiscal Office Consolidation Act approved by the Board of Supervisors would not go into effect.	Yes means the county ordinance (The Fiscal Office Consolidation Act) approved by the Board of Supervisors would go into effect.
Status of County financial offices	Offices of treasurer/ tax collector, auditor/controller remain as four distinct offices with separate administration, budgets and staff. If the Measure A does not pass this status would remain with possible future reorganization of financial offices.	The four separate offices would be consolidated into one administrative unit: finance office.
Status of Director	The elected Treasurer has assumed the duties of the separate offices. The office would remain elected after the Treasurer's term expires.	The elected Treasurer would have the option of serving out her term as the Director of Finance. After her term expires in January 2015 the office would be appointed by the Board of Supervisors. If the Treasurer does not elect to take the Director of Finance position the current status would remain until the end of her term of office.
Audit each year	No annual independent audit of the department is required	An annual independent audit of the department is required
Fiscal Impact	Continuation of 20.7% savings. Possible reorganization of financial offices if Measure A does not pass with unknown costs.	Continuation of 20.7% savings

**ARGUMENT IN FAVOR OF MEASURE A
(FISCAL OFFICE CONSOLIDATION ACT)**

Next to health and safety, county government's most important job is the prudent management of taxpayers' money. Alpine County now manages \$27 to \$30 million dollars a year in local revenues and monies from federal and state agencies. Most of these monies have detailed rules on how the money is to be spent and stringent reporting requirements, and in most cases the programs are audited.

Under the current system of elected treasurer/tax collector and auditor/controller we need to find two qualified individuals within the small pool of some 700 adult County residents. Some election cycles have had only one candidate and we the voters effectively have no choice. Furthermore there is no vetting of candidates, their qualifications, or experience. Both the 2001 and the 2005-2006 Grand Jury reports recognized the need for higher qualifications for the auditor position.

There is a better way. The proposed ordinance would consolidate the elected treasurer/tax collector and auditor/controller positions into one Director of Finance position, to be appointed by and serve at the pleasure of the Board of Supervisors (BoS).

The main advantages to moving to an appointed Director of Finance are that the BoS can:

- set higher qualifications than the minimum required by the State;
- recruit qualified candidates nationwide rather than be restricted to Alpine County;
- thoroughly vet the candidates through background and reference checks and personal interviews rather than have to accept a candidate's word that they are qualified;
- replace the Director of Finance if there are problems rather than have to mount a recall election.

In addition, it aligns the County's financial management under the BoS which has the ultimate responsibility, much like a similarly sized private business would be organized.

Please vote Yes on Measure A.

s/ Eric Jung
s/ Steve Hibbs
s/ Shirley Taylor
s/ David Griffith
s/ Kris Hartnett

**NO ARGUMENT AGAINST THIS MEASURE WAS
SUBMITTED**

**NO REBUTTAL TO THE ARGUMENT IN FAVOR OF
MEASURE A WAS SUBMITTED**



SAMPLE BALLOT

CONSOLIDATED PRESIDENTIAL GENERAL ELECTION

NOVEMBER 6, 2012

OFFICIAL BALLOT

CONSOLIDATED PRESIDENTIAL GENERAL ELECTION

NOVEMBER 6, 2012

COUNTY OF ALPINE, CALIFORNIA

INSTRUCTIONS TO VOTERS:

1. To vote, you must completely darken the oval to the left of your choice.
2. All distinguishing marks are forbidden and make the ballot void. If you tear, deface or wrongly mark your ballot, request another.
3. To vote for a qualified write-in candidate, write his or her name on the one blank line and completely darken the oval next to the written name.

VOTE LIKE THIS:

PARTY NOMINATED CANDIDATE
The party label is a distinguishing mark. A candidate's party preference is not a guarantee of support. The party label is not a guarantee of support. The party label is not a guarantee of support.

PRESIDENT OF THE UNITED STATES
President and Vice President
Vote for One Party

GARY JOHNSON, For President
JAMES P. GRAY, For Vice President
Libertarian

ROSEANNE BARR, For President
CINDY SHEEHAN, For Vice President
Peace and Freedom

BARACK OBAMA, For President
JOSEPH BIDEN, For Vice President
Democratic

JILL STEIN, For President
CHERI HONKALA, For Vice President
Green

THOMAS HOEFLING, For President
ROBERT ORNELAS, For Vice President
American Independent

MITT ROMNEY, For President
PAUL RYAN, For Vice President
Republican

Write-In

VOTER-NOMINATED AND NON-PARTISAN OFFICE
Candidates for this office are not affiliated with any political party. Candidates for this office are not affiliated with any political party. Candidates for this office are not affiliated with any political party.

UNITED STATES SENATOR
UNITED STATES SENATOR
Vote for One

DIANNE FEINSTEIN
Party Preference: Democratic
United States Senator

ELIZABETH EMKEN
Party Preference: Republican
Businesswoman/Nonprofit Executive

UNITED STATES REPRESENTATIVE
United States Representative, District 4
Vote For One

TOM MCCLINTOCK
Party Preference: Republican
United States Representative

JACK UPPAL
Party Preference: Democratic
Retired Business Executive

STATE SENATOR
State Senator, District 1
Vote For One

TED GAINES
Party Preference: Republican
Small Business Owner

JULIE GRIFFITH-FLATTER
Party Preference: Democratic
Land Use Planner

MEMBER OF THE STATE ASSEMBLY
Member of the State Assembly, District 5
Vote For One

RICO OLLER
Party Preference: Republican
Business Owner/Rancher

FRANK BIGELOW
Party Preference: Republican
Rancher/Businessman

SCHOOL DISTRICT
Alpine County Unified School District
Governing Board Trustee, Trustee Area A
Vote for No More Than Two

KIM JACKSON
Small Business Owner

JANE STARRATT
Educator

TOM SWEENEY
Retired College Educator

JILL WEGENSTEIN
Incumbent

Write-In

Write-In

VOTE BOTH SIDES OF THE BALLOT
SUPERVISORIAL DISTRICT