The Board of Supervisors
January 2, 1980

The Board of Supervisors met this 2nd day of January, 1980, at 9:05 a.m. with all members present.

The minutes of December 17 and 18, 1979, were approved as mailed.

On motion of Erickson, seconded by Clark, the Consent Agenda was approved:

Public hearing scheduled on February 5, 1980, 2:00 p.m. for applications for Abatement of Penalty Levied pursuant to Rev. & Tax Code 483 for Messrs. Pelton and Dowiak, and Mr. & Mrs. Huebert. County Clerk and one deputy, Fresno, 1/16/80, Fair Political Practices Commission seminar.


On motion of Clark, seconded by Erickson, travel approved for Robin Hubbert, Sr. Assistance Office, San Francisco, 1/8-9/80, Title IV-A training course, offered by Dept. of Aging; 75 percent expenses approved—$93

On motion of Erickson, seconded by Clark, Board adjourned to meet in Executive Session re personnel matter - County Counsel position, and reconvened in regular session.

On motion of Erickson, seconded by Moffitt, Board approved the hiring of Ralph Campbell as County Counsel on an interim part-time basis for a minimum of three days a week, preferably Monday, Tuesday, and Wednesday of each week, at the rate of $120 per day without benefits; Ralph Campbell authorized to hire a legal secretary on a part-time interim hourly basis at the prevailing hourly rate of pay; Ralph Campbell directed to contact Roy Wolf and make necessary arrangements for Mr. Wolf to act as a consultant to County Counsel; Ralph Campbell allowed to maintain his private practice with the understanding Mr. Campbell's clients will not present a conflict with his acting as County Counsel to the Board of Supervisors. On motion of Erickson, seconded by Moffitt, Res. 80-1 was passed and adopted, incorporating the aforementioned in resolution form.

On motion of Erickson, seconded by Clark, one member of the Commission on Aging authorized travel to San Francisco, 1/8-9/80, training course offered by Dept. of Aging.

Road Commissioner William Lincoln discussed Road Dept. matters, specifically the proposed well standards and the possibility of placing a disclaimer on the parcel map with respect to the County not guaranteeing water following initial well testing.

On motion of Clark, seconded by Erickson, Res. 80-2 was passed and adopted, amending contract with Office of Emergency Services for P&A expenses program effective October 1, 1979 to Sept. 30, 1980. County Counsel to research and advise Board with respect to necessary requirements in amending Res. 79-197 relating to Office of Emergency Services signature designations of officials authorized to execute documents.

Planner/Grantsman Robert Borchard discussed Planning Dept. matters with the Board, particularly regarding Planning Commission appointments. Clerk to research Board's action with respect to Roger Grammer's position on the Planning Commission, and Board's past policy regarding at large appointments.

County Counsel to review Fairgrounds Lease - Target Practice and County Counsel's appropriation request for codification and present to Board at its January 8, 1980 meeting.
County Counsel to advise Mr. Meyer's attorney of disposition of the Horace Meyer Cattle guard excess railing as indicated by Scott Pinkerton via County Counsel Neil Van Winkle.

Acting as the Board of Directors of the Coulterville County Service Area No. 1, on motion of Clark, seconded by Erickson, statement of services rendered by Wilson, Morton, Assaf & McElligott in the amount of $7,450 for sewer revenue bonds of 1979 approved.

On motion of Erickson, seconded by Clark, Ord. 531 was introduced and first reading waived, as amended, amending Chapter 2.12 of the County Code relating to County Counsel position.

On motion of Moffitt, seconded by Erickson, Res. 80-3 was passed and adopted, approving the Agreement with ex-supervisors Weber and Owings with respect to Government Code Section 823.

County Counsel to redraft Subdivision Agreement for Timber Hill Ranch Subdivision for presentation to the Board.

The Board adjourned at 12:00 noon and reconvened in regular session at 2:05 p.m.

On motion of Clark, seconded by Taber, Supervisor Eric Erickson, District 3, appointed to serve as Chairman of the Board of Supervisors during 1980. Roll call vote was taken and motion passed unanimously.

On motion of Taber, seconded by Clark, Supervisor William Moffitt, District 4 appointed to serve as Vice-Chairman of the Board of Supervisors during 1980.

Jim Wagner discussed Mariposa County Fire Dept. matters. On motion of Clark, seconded by Moffitt, Res. 80-4 was passed and adopted, authorizing County Fire Warden to execute contract dated Dec. 6, 1979, with the State for federal grant monies.

Discussion on the County Veterinarian position ensued. Dr. Rosebrock present and discussed aspects of the County Veterinarian. On motion of Clark, seconded by Moffitt, Dr. Thomas appointed as County Veterinarian for the year 1960. Ayes: Clark, Moffitt, Dalton, Erickson. No: Taber

On motion of Clark, seconded by Taber, Res. 80-5 was passed and adopted, as amended, establishing position of full-time Mental Health Director for County. Ayes: Clark, Taber, Moffitt, Erickson. No: Dalton. On motion of Clark, seconded by Taber, Res. 80-5 to be further amended to include change on Page 2, Line 19: changed from "responsibilities" to "accountabilities."

Supervisor Dalton to continue to work with Excess Insurance Authority in the development of a package of excess liability insurance for County for fiscal year 1980/81.

Motion made by Clark to authorize Chairman to sign Broughton Act Franchise Fee Agreement failed for lack of second. On motion of Dalton, seconded by Clark, Chairman authorized to sign Broughton Act Franchise Fee Agreement with P.G.&E. Ayes: Dalton, Clark, Taber, Erickson. Abstaining: Supervisor Moffitt qualified his vote.

On motion of Dalton, seconded by Clark, Res. 80-6 was passed and adopted, recognizing the efforts of Judy Van Winkle as Acting Mental Health Director; plaque also to be presented.
On motion of Dalton, seconded by Taber, Res. 80-7 was passed and adopted, recognizing Ruby Benedict's efforts as Legal Secretary to County Counsel; plaque also to be presented.

On motion of Dalton, seconded by Taber, Res. 80-8 was passed and adopted, recognizing Neil B. Van Winkle's efforts as County Counsel; plaque also to be presented. Ayes: Dalton, Taber, Erickson, Moffitt. Abstaining: Clark.

On motion of Moffitt, seconded by Clark, Mr. Oswald H. Milmore reappointed to the Air Pollution Control District Appeals Hearing Board.

On motion of Dalton, seconded by Moffitt, Melton Lake appointed to the Justice System Advisory Group replacing Jess Greenlee.

On motion of Dalton, seconded by Moffitt, David Boyd appointed to the Justice System Advisory Group replacing Jim Craig.

On motion of Dalton, seconded by Taber, Board will adjourn to an Executive Session as the last order of business for the purpose of discussing the qualifications of nominees for the public member to the County Counsel Screening Committee. Ayes: Dalton, Taber, Erickson. Noes: Moffitt, Clark. Motion passed.

On motion of Clark, seconded by Taber, Joe Sabastion to be requested to assist the Board in the interview procedure for the Mental Health Director position, subject to County Counsel research of the Brown Act.

On motion of Clark, seconded by Taber, public hearing scheduled for January 22, 1980, 4:00 p.m. to discuss the extension/amendment/expiration of interim emergency Ordinance 516 relating to grading in the Stockton Creek Watershed area.

Clerk to contact Blaine Cornell, Stanislaus National Forest Supervisor, and request he meet with the Board on January 15, 1980, 9:15 a.m. to discuss the Forest Plan; Clerk to request Planning Dept. forward any input to the Board for meeting with Mr. Cornell.

On motion of Dalton, seconded by Clark, travel approved for County Clerk and one deputy, Oxnard, County Clerk's Assoc. Annual Conference, 1/22-25/80; Auditor directed to draw warrant for pre-registration in the amount of $70; 75 percent of expenses in the amount of $226.50 approved.

On motion of Dalton, seconded by Clark, Parks & Rec. Director authorized to provide transportation for senior citizens to Sonora on January 10, 1980, for Dept. of Aging meeting; Senior Assistance office to coordinate scheduling for senior citizens request transportation.

Clerk to forward copy of letter from Dept. of Health, Merced, regarding the Med-Com Emergency Communications patch module to the Hospital Board of Directors for information.

It was the consensus of the Board that each Board meeting would open with the Pledge of Allegiance.

On motion of Dalton, seconded by Taber, the Board adjourned to meet in Executive Session for the purpose of discussing qualifications of nominees for the public member to the County Counsel Screening Committee, and reconvened in regular session.
On motion of Dalton, seconded by Clark, public member to the County Counsel Screening Committee to be chosen by secret ballot. Secret ballots tallied by the Clerk to ascertain nominee chosen by a majority vote. On motion of Clark, seconded by Taber, Fran Phillips, receiving a majority vote, selected as the public member to the County Counsel screening committee.

The Board adjourned at 5:10 p.m. to meet in regular session on January 8, 1980, 9:00 a.m.

ERIC ERICKSON, Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
AGREEMENT

This agreement made this 2nd day of January, 1980, by and between PACIFIC GAS AND ELECTRIC COMPANY (hereinafter "PGandE") and Mariposa County (hereinafter "County") is a compromise settlement and mutual release whereby the parties hereby extinguish their mutual rights and claims arising from the disputes and differences concerning the method of calculating Broughton Act franchise fees pursuant to franchise ordinance No(s). 191. This dispute involves PGandE's practice of excluding "miscellaneous other revenue", of including intangibles as part of plant investment, and of deducting the cost of purchased gas and electricity from gross receipts in allocating receipts not derived from the use, operation or possession of the franchise. This dispute does not otherwise involve either party's interpretation of the above-mentioned ordinance(s).

NOW, THEREFORE, the parties agree as follows:

1. PGandE shall pay to County either (a) an amount equal to one-half of the difference between the Broughton Act franchise fee paid for the years 1975-78 and the amount which would have been paid had PGandE computed its gas and electric franchise fee payments to County without excluding "miscellaneous other revenue", by excluding intangibles from its investment in gas and electric operative property, and without deducting the cost of purchased gas and electricity, or (b) at County's election an amount equal to (1) all of such difference for the year 1978 plus (2) an amount equal to one-half of such difference for the years 1975 through 1978 minus (3) an amount equal to such difference for the year 1978 as stated in subparagraph (b)(1).

This agreement is in full settlement of, and is limited to a settlement of, all rights of the parties, whether legal or equitable, arising from PGandE's practice of excluding "miscellaneous other revenue", including intangibles as part of plant investment, and of deducting the cost of purchased gas and electricity for years prior to 1979. Notwithstanding the preceding sentence, County reserves its right to challenge the sums, amounts used, or mathematical accuracy of such exclusions and deductions, as represented by PGandE, for years prior to 1979. Such right to challenge is subject to any applicable statute of limitations.
and, in any event, will expire December 1, 1980. County also reserves its right to challenge the franchise fee calculations and formula for all future years commencing with the payment for the year 1979 (due in 1980) and subsequent years.

2. The amount due County pursuant to Paragraph 1 will be paid by PGandE in one lump sum not later than April 30, 1980, or in any other manner or form which is mutually acceptable to the parties and, if necessary, to the California Public Utilities Commission (hereinafter "CPUC").

3. Commencing with payment for the year 1979 (due in 1980) and continuing thereafter, and pursuant to the rights reserved in Paragraph 1, PGandE shall compute its annual franchise fee to be paid to County without excluding "miscellaneous other revenue", without including its cost of intangibles as part of plant investment, and without deducting the cost of purchased gas and electricity.

4. If within two years after the date of this agreement, PGandE (a) enters into an agreement with any county in settlement of a dispute as to the amount of franchise fees due such county because of PGandE's exclusion from gross receipts of "miscellaneous other revenues", its inclusion of the cost of intangibles as part of plant investment, or its deduction from gross receipts of the cost of purchased gas and electricity, or (b) settles prior to judgment a lawsuit which was filed against PGandE by any county prior to the date of this agreement, and which alleges the impropriety of any such deduction, exclusion, or inclusion, on terms more favorable to such county than the terms set forth in this agreement, the parties hereto shall modify this agreement as soon as practicable so as to incorporate such more favorable terms; provided, that this paragraph shall not apply to any such agreement or settlement of lawsuit insofar as it pertains to alleged underpayments of franchise fees for years prior to 1975.
5. If the CPUC increases future rates to reflect expenses for any franchise fees or portion thereof not paid County for 1975, 1976, 1977, or 1978, and to the extent that such CPUC determination is upheld following any judicial review or otherwise becomes final, PGandE shall pay to County an amount equal to the amount of such future rate increase attributable to franchise fees not paid County for such year or years. Any such amount will be paid in equal annual installments over a term of years equal to the period directed by the CPUC for collection of increased rates, or at such earlier time as PGandE may elect.

6. PGandE shall have the option of cancelling this agreement for any reason prior to March 1, 1980. In consideration of this right to cancel, PGandE will pay $500 to County on or before March 1, 1980. If this agreement is not cancelled, such amount will be deducted from any amount owing to County under this agreement. If this agreement is cancelled and County is successful in any litigation involving calculations of Broughton Act franchise fees, such amount will be deducted from any money judgment awarded in said litigation or from any settlement of said litigation.

7. If PGandE cancels this agreement pursuant to paragraph 6, the applicable statute of limitations for any cause of action pertaining to the formula and computation of the franchise fees shall be tolled from the date of this agreement to 30 days after the date of said cancellation.

8. The parties acknowledge that this agreement is intended to resolve a complex legal dispute and is based on substantial and significant negotiations that have taken place over an extensive period of time between legal counsel for the parties. During this period counsel for County has deferred instituting legal action in a good faith effort to arrive at a reasonable compromise consistent with the public interest.
9. Pursuant to Evidence Code section 1152, this agreement is a full compromise of the above-mentioned disputed claim and neither it, any part of it, nor any recital herein, shall ever be treated as an admission of liability by either party for any purpose. Neither this agreement, any part of it, nor any recital herein, shall, except for purposes of enforcement of its terms, be admissible in evidence, or as an exhibit, in any litigation or administrative proceeding, other than a CPUC proceeding to which PGandE is a party.

10. This document contains the entire agreement between the parties. The terms hereof are contractual and not a mere recital. This document is executed without reliance upon any representation by any person, other than the representations contained in the franchise fee payments work sheets dated December 5, 1979, which PGandE has provided County. The undersigned have carefully read and understand the contents hereof and sign the same as their own free act.

IN WITNESS WHEREOF, the parties hereto have signed

this agreement on the date set forth above.

APPROVED AS TO FORM

Neil B. Van Winkle, County Counsel
Administrative Assistant to the Board
DATED: December 26, 1979

ATTEND
Joan J. Link, Clerk of the Board

By

Chairman

Board of Supervisors

PACIFIC GAS AND ELECTRIC COMPANY

APPROVED:

Philip J. Kelly
Attorney for Pacific Gas and Electric Company

By
The Board of Supervisors, Mariposa County, met this 8th day of January, 1980 at 9:10 a.m. with Supervisors Erickson, Clark, Taber, and Moffitt present. Supervisor Dalton arrived at 9:15 a.m.

The Board said the Pledge of Allegiance

The Minutes of January 3, 1980, were approved as amended.

On motion of Clark, seconded by Moffitt, the Consent Agenda approved: Six Road Dept. employees, Sonora, "Safety Through Maintenance/Construction Zones" class, 2/21-22/80. One Road Dept. employee, Cal Trans, Stockton, for Materials Testing Certification, 2/25-3/7/80. CETA employee, "Energy and Rural Communities Conferences", 1/10-12/80, Visalia; requests 75 percent advance - $86.25. County Counsel, Sacramento, Mid-Winter County Counsel Assoc. Mtg., 1/23-25/80. Health Dept. employee, Jackson, 1/15/80 mtg re orientation of purchasing procedures for supplies. Deputy Probation Officer, 1/24/80, Sacramento, mtg re implementation of S.B. 924; requests 75 percent of expenses - $84.75. Request for hearing appeal of LDA 874-negative declaration & Plan. Comm. findings; scheduled for February 5, 1980, 3:00 p.m. CETA Director, CBOS Annual Conf., 1/9/80, Sacramento.

Messrs. Thomson and Howard, BLM, discussed off-road vehicle planning and wilderness study area analysis.

Road Commissioner William Lincoln discussed possibility of deferring improvements as noted in subdivision agreements until weather permits. On motion of Dalton, seconded by Moffitt, Res. 80-9 was passed and adopted, authorizing the Road Commissioner to determine amount of performance bond required for deferred improvements on subdivision agreements; authorized to defer improvements on single family dwelling driveways under construction due to weather conditions for a maximum period of six months; Auditor authorized to impound performance bond fees in County Treasury until completion of specified deferred improvements. Additional discussion re subdivision agreements-deferred improvements to take place Jan. 15, 1980.

Planner/Grantsman Robert Borchard discussed Planning Dept. matters. On motion of Clark, seconded by Moffitt, Chairman authorized to sign the Environmental Review Services Agreement No. 80-02-01, Snyder Creek Estates; Board will not approve additional EIR contracts until the Board has formulated procedures for preparation of future EIR contracts.

County Counsel to research proposed Kassabaum Estates Subdivision findings of fact with respect to water to the subdivision being supplied by Sierra Highlands Water District, and the reference to "no further division shall be allowed on the subject parcels."

On motion of Dalton, seconded by Taber, Board instructed Planner/Grantsman to deny the request from Don McCon for a Watershed grading permit at this time until other business has been resolved with respect to the property involved.

On motion of Clark, seconded by Moffitt, Auditor directed to draw a warrant in the amount of $261 for purchase of USGS maps.

Planning Commission Chairman requested direction from the Board for the Planning Commission to review all available documents on the Stockton Creek Watershed area and make recommendation to the Board; to be discussed January 14, 1980 at 10:15 a.m.; Clerk to notify LRWSC members of meeting.
On motion of Clark, seconded by Moffitt, Chairman authorized to sign Timber Hill Ranch Subdivision Agreement, as amended; Chairman signature contingent upon the specific modification of the Agreement by the Planning Commission: to wit, Road Maintenance Agreement to be mandated in agreement and Morningstar Lane will be improved to a Class V standard with paving waived.

Welfare Director Lois Lewis discussed boarding home rates for foster children. On motion of Dalton, seconded by Clark, Res. 80-10 was passed and adopted, increasing the Boarding Home basic rates for foster children by 15.16 percent, as requested; retroactive to July 1, 1979.

John Fiske discussed the selection of the Board of Directors for the AAA agency. Supervisor Clark's motion to rescind Board's resolution supporting Central Sierra was ruled out of order by the Chairman. Supervisor Dalton requested his letter to the Board re AAA designation of Central Sierra Elderly Assistance be made part of the official minutes:

"I met with Hope Hill in her office in Sonora just before the first of the year to discuss some concerns in respect to the process and the development of Central Sierra Elderly Assistance as the Area Agency on Aging. Supervisor Billy Marr of Tuolumne County also sat in on part of the discussion. I offered these ideas to Mrs. Hill and Supervisor Marr at our meeting and I am offering the following recommendations to the Mariposa County Board of Supervisors for your consideration:

1. The Area Agency on Aging's Board of Directors should consist of three members from each member county: one, a member of the Board of Supervisors of the respective county; one, a member of the County Commission on Aging or any other recognized Senior Citizen Advocacy Group within the respective County; and one public member.

2. Nominee Selection Procedures: The County Commission on Aging in each respective county should be charged with the responsibility of recruiting eligible nominees for the position of the Advisory Council and Board of Directors for the Area Agency. The procedure should be uniform throughout the Area Agency and developed by the Advisory Council.

3. Upon completing the procedure selecting the nominees, the local County Commission on Aging should forward the nomination to the respective Boards of Supervisors who will have the authority to recommend to AAA Board of Directors or reject the nominees. The AAA Board of Directors then have the power to appoint to the Board and Council.

4. A term of office should be established for both Directors and Advisory Council members and should include a limitation of two consecutive terms of office for each officer and should also include a method which would allow for staggered terms of offices so that the Board and Council will always retain approximately half of the established memberships for the purpose of continuity.

I realize the recommendation may require some polish, but I believe the basic concept of these suggestions will find favorable response within the member counties of this Area Agency on Aging.

If the Mariposa County Board of Supervisors is agreeable to the suggestion I've outlined, I would then solicit the support of the Board of Supervisors in the form of a resolution and authorize the Chairperson of the Mariposa County Commission on Aging to present the Resolution in behalf of the County Board of Supervisors at tomorrow's public hearing in Sonora. I do welcome your discussion, suggestions, and consideration of this proposal, I remain.

Sincerely,

Eugene P. Dalton, Jr.
Supervisor, District 2
Following Dept. of Aging meeting in Sonora on January 10, 1980, Board to discuss disposition of AAA designation, if required.

The Board adjourned at 12:45 p.m. for lunch and reconvened in regular session at 2:00 p.m.

Public hearing opened on Application for Convenience and Necessity for Donald Sigler (DBA Condor Disposal Service), applying for household/trash disposal service for District 2. Mr. Stephenilli, Mr. Sigler's partner, discussed the Application. Public portion of hearing opened; public input called for and received; public portion closed. On motion of Dalton, seconded by Moffitt, Certificate of Convenience and Necessity for Mr. Donald Sigler (DBA Condor Disposal Service) for trash pick-up in District 2 granted. On motion of Dalton, seconded by Clark, vote to be tabled to January 15, 1980 meeting following Board's Administrative Practices Session discussion on the Solid Waste Ordinance scheduled for January 14, 1980.

On motion of Dalton, seconded by Clark, Planner/Grantsman to transfer Kenneth Trujillo from CETA to permanent drafting tech. trainee position, retroactive to January 1, 1980. Ayes: Dalton, Clark, Taber, Erickson. No: Moffitt.

On motion of Dalton, seconded by Taber, Board to adjourn to meet in Executive Session, personnel matter, for the purpose of interviewing Mental Health Director applicants, with Mr. Sabastion as the Board's adviser present, and reconvened in regular session; Executive Session per County Counsel is an exception to the Brown Act. Ayes: Dalton, Taber, Erickson, Clark. Absent: Moffitt.

On motion of Moffitt, seconded by Dalton, Board to meet in an Executive Session on January 15, 1980, 11:00 a.m., personnel matter, for the purpose of further discussion on Mental Health Director applicants' qualifications; Mr. Sabastion, adviser, to be present.

On motion of Moffitt, seconded by Clark, Chairman authorized to sign application for exceptional hardship assistance for gas allocation for H&M Properties, Mariposa, due to the fact that this service station is only station within 5 mile radius, and it serves the needs for senior citizens and storage of necessary gas supplies.

On motion of Clark, seconded by Moffitt, Chairman authorized to sign agreement with John C. Fremont Hospital for indigent aid services.

On motion of Dalton, seconded by Moffitt, second reading of Ord. 531 was waived, and Ord. 531 was passed and adopted amending Chapter 2.12 of the County Code relating to County Counsel position.

On motion of Moffitt, seconded by Taber, John Clark, Lot No. 22, Yosemite West, granted a waiver to Yosemite West building moratorium ordinance due to the fact that his permit was in the process and had been considered by the Special Districts Manager for approval prior to moratorium being placed on Yosemite West.

On motion of Clark, seconded by Moffitt, Res. 80-11 was passed and adopted, transferring $1500 from County Counsel Line Item 18A to Line Item 23, Special Departmental, for codification.
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Board of Supervisors
January 8, 1980

On motion of Moffitt, seconded by Clark, Chairman authorized to sign the Fairgrounds Lease - Target Practice.

Supervisor Clark requested to be excused from Monday, January 14, 1980, Administrative Practices Session.

The Board adjourned at 6:20 p.m. to meet in Administrative Practices Session on Monday, January 14, 1980, at 9:00 a.m.

\[Signature\]
ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

\[Signature\]
Jean J. Lynk
Clerk of the Board
The Honorable
Board of Supervisors
County of Mariposa
Mariposa, CA 95330

January 3, 1980

80-02-01, Snyder Creek Estates

Lady and Gentlemen:

Please find attached a copy of Environmental Review Services Agreement No.
80-02-01. This agreement has been prepared using our standard contract form.
Under this agreement, the environmental document would be prepared by Planning
Staff. All costs of preparation will be paid for by the project applicant, Mr.
John Allen.

This contract has been approved by the Planning Commission and Mr. Allen. We
are requesting the Board's approval of the contract and authorize the chairman
to sign. If we can answer any questions that the Board may have, we would be
happy to do so.

Thank you for your attention to this item.

Sincerely,

Larry Borchard
Associate Planner

LE:cz

enc.
THIS AGREEMENT, Executed in duplicate this 8th day of January, 1980, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and John E. Allen hereinafter referred to as "PROJECT APPLICANT".

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants, conditions, and agreements to be kept and performed by each of the respective parties hereto, it is hereby agreed as follows:

1. COUNTY, acting in the capacity of lead agency as defined under the California Environmental Quality Act (Sections 15030 and 15065 of the Califronia Administrative Code), shall prepare or cause to be prepared an Environmental Impact Report as specified by the Resources Agency of the State of California for said Project described in Exhibit "A" attached hereto and made a part hereof as though set out in full. Said Project as herein above described, was submitted to the COUNTY for action at initiative of the PROJECT APPLICANT.

2. COUNTY shall provide PROJECT APPLICANT reasonable opportunity to contribute comments, information or such other documentation as may be required for the preparation and evaluation of the Environmental Impact Report for said project herein described.

3. PROJECT APPLICANT, in consideration of services provided herein shall pay the sum of $983.50, to be deposited with the Mariposa County Planning Office. The deposited amount shall be maintained in the Environmental Impact Report Trust Fund and a cost associated with the preparation of this report shall be charged against said fund. In the event that such real and actual costs of the preparation of the required Environmental Impact Report
should be less than specified herein, the difference between such real and
actual costs and the amount deposited shall be refunded to the Project Applicant.
Said costs to Project Applicant are based upon estimation of actual costs as
described in Exhibit "B" attached hereto and made part hereof as though set out
in full.

4. PROJECT APPLICANT shall be responsible for such reasonable
additional costs incurred in the preparation of the Environmental Impact
Report subject to the establishment of such costs between the COUNTY and the
PROJECT APPLICANT and the preparation and execution of an addendum to this
agreement, to become a part herewith and henceforth.

5. COUNTY shall prepare the Draft and Final Environmental Impact
Report. Said Draft Report shall be completed for review within 60 days
of the effective date of this agreement.

6. PROJECT APPLICANT agrees to indemnify, defend, hold, and save
COUNTY free and harmless of, from, and against any and all claims, liability,
loss or damage whenever so suffered or sustained by COUNTY, its agents, employees,
subcontractors, or any third person, which loss, injury, death, or damage shall
be caused by or in any way result from or arise from any act, omission, or
negligence of PROJECT APPLICANT in performance of his duties and obligations
under this agreement.

7. Time is of the essence of this agreement.

DATED: January 8, 1980, at Mariposa, California.

APPROVED AS TO FORM:

Joan J. Lynk, Clerk of the Board

Kathleen Worley, Secretary
Planning Commission

PROJECT APPLICANT:

John E. Allen

COUNTY OF MARIPOSA

By Chairman, Board of Supervisors

By Chairman, Planning Commission
EXHIBIT "A"

SNYDER CREEK ESTATES

"SCOPE OF ENVIRONMENTAL CONCERNS"

for the

preparation of a draft Environmental Impact Report

The preparation of the draft EIR is to be in accordance with this outline. The Environmental Affects section of this outline are those potential impacts identified which must be thoroughly addressed.

I. Description of the Project -

This section is to be prepared in accordance with Section 15141 of the California Administrative Code.

II. Description of the Environmental Setting -

This section is to be prepared in accordance with Section 15142 of the California Administrative Code.

III. Environmental Effects -

(a) Increased demand for public services as a growth inducing impact. This should address the revenues derived by the County in relationship to the expenditures by the County for services. Impact to include costs for schools, sheriff, fire protection, road department, and general governmental services (Assessor, Treasurer, Clerk, Planning) for administrative and capital improvement costs. An evaluation is also to be made of the above in light of the pending budget ceiling referendum.

(b) A market analysis to determine demand. This analysis is to evaluate past development and the number of un-developed parcels in the vicinity.

(c) Increased traffic and congestion on the existing road system (Hites Cove/Jerseydale, Triangle and Narrah). In addition the altitude, weather and use should be taken into account, and the type of surface material.

(d) Sewage/septic disposal, including soils studies and the overall effects upon groundwater. Special attention is to be given to the fact that a portion of the property lies within the boundaries of an established sewer district.

(e) Erosion and siltation as a result of cut and fill operations for improvements (roads, housepads, etc.). Special attention should be given to effects of siltation on the large pond in the project, and to drainage problems across Hites Cove Road from the pond spillway/outlet.
(f) Energy Conservation. Specifically, attention should be given to increased gas consumption due to distance from work/service areas, heating needs and during the building phase.

(g) Availability of water.

(h) Fire protection, including response times, construction materials, water availability and storage needs, and emergency ingress or egress. Existing easements are to be examined for alternate access to the west or south.

(i) Presence of rare, threatened or unique plants.

(j) Impact upon deer in the area. Specifically, the importance of the project site to deer (both resident and migratory) and the impacts to be expected from development of the project site. Also, effects of the site upon wildlife in general.

(k) The site shall be surveyed for archelonial resources.

The evaluation of the above items is to be conducted in accordance with the requirements of Sections 15143 (a), (h) and (c) of the California Government Code.

IV. Alternatives to the proposed action -

Describe all reasonable alternatives (including "no project") or to the location of the project, along with the reasons that they were rejected in favor of the project. This section of the report to be prepared in compliance with Section 15143 (d) of the California Administrative Code.

V. Growth inducing impacts of the proposed project.-

To be prepared in accordance with Section 15143(g) of the California Administrative Code.

VI. Water Quality Aspects -

As required by Section 15145 of the California Administrative Code.

The outline above is intended as a guide for the preparation of the draft EIR. Sections III (a) and III (b) above will be prepared by the Mariposa County Assessor. While his office will do the bulk of the work, some time, and expense, should be allotted for the interfacing of his information into the draft.

The outline above is not intended to supersede the requirements of Section 15140 of the California Administrative Code, and the intent and purpose of an EIR.
EXHIBIT "B"
Estimation of Actual Costs

Staff time & costs:

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<tr>
<td>Planning Technician</td>
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<td>Materials, supplies, travel costs</td>
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<td><strong>Total Cost Estimate</strong></td>
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Amount of Required Deposit: $983.50

Special Studies:

The applicant shall prepare or cause to be prepared the following reports and documents by qualified individuals, to be incorporated in the Environmental Impact Report:

1. Soils studies and test reports for percolation rates and structural suitability. These studies are to be prepared in accordance with County Ordinance and policy.

2. Tentative tract map.

3. Archeological study to determine areas of sensitivity.

The above requirements may be modified by the Planning Commission in conformance with County Ordinance and a determination as to the applicability to the environmental review process. All special study requirements shall be required on a basis of expediting the processing of the environmental review document and the tentative tract map.
LICENSE AGREEMENT FOR USE OF
FAIRGROUND FACILITIES

THIS AGREEMENT made this 6th day of December 1982 MARIPOSA.
County of Mariposa, State of California, by and between the 35-A, District Agricultural Association, a California corporation, hereinafter called the Association, and MARIPOSA COUNTY BOARD OF SUPERVISORS, a California public corporation, hereinafter called the Licensee.

WITNESSETH:

1. Permission is hereby granted to the Licensee to use the following described property of the Association for a period beginning January 1, 1980 and ending December 31, 1982 or upon the following date or dates, as the case may be:

   Intermittent use as needed excepting period of annual fair,

   upon the conditions, agreements and terms hereinafter set out.

2. This license agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective.

3. The description of the premises of the Association permitted to be used is described as

   Approximately 75' x 100' unimproved area facing hillside above northern end of arena parking lot.

   in the County of Mariposa, State of California.

4. In the event payment for the use herein permitted shall be made by the Licensee on the basis of admissions charged, Licensee expressly agrees that the same shall be paid on the gross amount thereof, Federal admissions tax excepted, and will pay said amount promptly upon each calendar day upon receipt thereof and will grant no passes or any unpaid admissions without the consent of the Association first had and obtained and shall keep true and accurate records of the receipts of admissions and shall satisfactorily and thoroughly account for the receipt thereof.

5. The Licensee hereby agrees to pay the Association for the use of said premises as follows:

   No monetary remuneration

   and payable as follows:

   $    .

6. In lieu of the payment by the Licensee for utilities during such use and janitorial or other maintenance services during said use the Licensee agrees to pay the Association the sum of $    .

7. Said premises shall be used for Target Practice, and for no other purpose without the written consent of the Association first had and obtained and Licensee agrees to comply with all ordinances, statutes and rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted to be conducted and shall provide adequate police protection to maintain order in and about the premises permitted to be used herein or to which necessary or required access has been granted at all times during the use of the premises herein permitted to the Licensee and shall not permit a breach of the peace or any unlawful act or omission by any person.

8. Licensees agree to maintain the premises herein permitted to be used and other portions of the premises of the Association to which it, its employees, agents, licensees or any member of the public has access to by reason of this agreement in good condition, reasonable wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee only excepted and Licensee agrees to return said premises in the same condition as the premises were before use of the same was permitted hereunder, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of the Licensee, excepted.

9. The Licensee shall provide evidence of insurance for the term of the agreement protecting the legal liability of the State of California, the 35-A District Agricultural Association, their officers, agents, servants, and employees, from occurrences as to bodily injury liability and property damage liability which are limited to the operations of the contractor. Such evidence may be supplied by filing with the State, in duplicate, a certificate of insurance, lawfuly transacted, issued to the State. For rentals, the Licensee shall provide a certified copy of the insurance policy.

The certificate or insurance policy shall set forth:
(1) That the State of California, the 35-A District Agricultural Association, their agents, servants, and employees are made additional insureds, but only insurable as the operations under this contract are concerned.
(2) The dates of inception and expiration of the insurance.
(3) The amounts of public liability coverage of not less than $100,000/$300,000 and the amount of property damage coverage of not less than $50,000, neither coverage to involve a deductible feature.

IN WITNESS WHEREOF, this agreement has been executed in triplicate, or quadruplicate when required, by and on behalf of the parties hereto, the day and year first above written.

35-A DISTRICT AGRICULTURAL ASSOCIATION
P.O. Box 187
Mariposa, Ca 95338

By Jack D. Pinkerton
Secretary-Manager

MARIPOSA COUNTY BOARD OF SUPERVISORS

Address Mariposa, ca 95338

Address

License

By

Chairman

Title
(4) A statement by the insurance company that it will not cancel said policy or policies without giving 15 days prior written notice to the State of California and the District Agricultural Association.

(5) A statement by the insurance company that neither the State of California nor the District Agricultural Association shall be liable for the payment of any premiums or assessments on said policy or policies.

(6) A statement that insurance coverage is on an occurrence basis.

Licensee agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Licensee agrees to provide the insurer with 30 days written notice. District Agricultural Association at least fifteen (15) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year, New certificates of insurance are subject to the approval of said Department of Corporations and such approval shall be granted only upon satisfactory evidence of the financial responsibility of the insurer. In the event Licensee's insurance fails to keep in effect at all times insurance coverage as herein provided that State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

10. Licensee does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees, harmless from any and all claims for loss, damage, injury or liability of whatsoever nature and howeversoever the same may be caused or incurred, either directly or indirectly from the exercise of this license or the occupancy of the premises herein permitted to be used or the premises of the Association to which the License is granted, its agents, employees, or licensees may have access by reason of this license.

11. The Association shall have the privilege of inspecting the premises covered by this agreement at any or all times.

12. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to Licensee be granted in turn to any person without the written consent of the Association first had and obtained.

13. The Association may terminate this agreement and be relieved of any further performance if Licensee fails to perform any covenant herein contained at the time and in the manner herein provided, which said right shall be cumulative to any other legal right or remedy.

14. The parties hereto agree that the Licensee, and any agents and employees of Licensee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.

15. Notwithstanding anything herein contained to the contrary, this agreement may be amended or altered, by mutual consent of the parties hereto.

16. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

17. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

18. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

19. Additional provisiois, if any; and/or alterations to existing provisions contained herein, shall be attached to this agreement and marked Exhibit **. Such attached sheets when properly signed by both parties become a part of this agreement and shall be binding upon the parties hereto.

20. FAIR EMPLOYMENT PRACTICES. If this agreement provides for a concession the following provisions apply:

1. In the performance of this contract, the Licensee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, or physical handicap. The Licensee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Licensee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1429, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Licensee and by his agents under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Licensee, the difference between the price named in the contract and the actual cost thereof to the State.

* See Labor Code Sections 1411-1412.5 for further details.

MEMO FOR FAIR MANAGEMENT:

1. Department of General Services approval is required on all four copies if the period is for longer than one week, or the activity is considered hazardous. (Except stall or storage rentals for longer than one week.)

2. Submit all four copies of the agreement if Department of General Services approval is required, together with a resolution by the Board of Directors. Submit only the triplicate copy if Department of General Services approval is not required. If the agreement is entered upon in the event of an accident, the signature of the Director of General Services is only necessary to proper execution.

3. The insurance provision in Item 6 is required only for an activity hazardous to the public, such as a video, automobile or motorcycle race or thrill show, fireworks, display, circus, carnival, helioptor riding, archery, rifle or gun club activity, stage crush rides, tent center services, etc. One copy of the Certificate of Insurance must accompany the agreement when submitted to the Department of Agriculture for approval. In the event of an accident, the licensee shall provide a certified copy of the insurance policy in a form satisfactory to the State. However, if a video licensees already has a certified copy of the policy on file with the Director of Fair and Exhibition which provides that all district agricultural associations in contracting with any named as additional insureds, it is not necessary to submit an additional copy. If the activity is not hazardous, Item 6 should be deleted and initialed by both parties.

4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used. (Items 6, 9 and 10.)

5. This form is to be used for rental or other use of fairground facilities, except during the conduct of the fair, in which case a Form 2, Standard Agreement, should be used.

"Licensee recognizes and understands that this license may create a possessory interest subject to property taxation and that the licensee may be subject to the payment of property taxes levied on such interest."
INDIGENT AID CONTRACT

THIS AGREEMENT, made at Mariposa, California, this 20th day of December, 1979, by and between the MARIPOSA COUNTY BOARD OF SUPERVISORS, hereinafter designated "FIRST PARTY", and the JOHN C. FREMONT HOSPITAL DISTRICT BOARD OF DIRECTORS, hereinafter designated "SECOND PARTY."

WITNESSETH:

SECOND PARTY agrees to make its hospital facilities available to persons entitled to aid under the Mariposa County Indigent Aid Program. (This contract shall incorporate the provisions of W & I Code Section 14018.4 covering the extension of "Label Relief" to county contract hospitals.)

It is mutually agreed that the rates payable to SECOND PARTY by FIRST PARTY, on account of hospital services provided hospital patients in the John C. Fremont Hospital under the Mariposa County Indigent Aid Program, from July 1, 1979, to June 30, 1980, both days included, shall be as follows:

Said rate payable shall be the prevailing rate allowed in behalf of Medi-Cal patients during the specified period of time for which care was provided.

This contract shall automatically renew on July 1, 1980, and on July 1st of each successive year unless either party gives notice of cancellation prior to July 1st of each year.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

FIRST PARTY: BOARD OF SUPERVISORS
COUNTY OF MARIPosa

SECOND PARTY: BOARD OF DIRECTORS
JOHN C. FREMONT HOSPITAL DISTRICT

______________________________
CHARLOTTE HARVEY, CHAIRWOMAN

ATTEST:

JOAN J. LYNK, CLERK OF THE BOARD
BOARD OF SUPERVISORS
ADMINISTRATIVE PRACTICES SESSION
January 14, 1980

Board of Supervisors met this 14th day of Jan, 1980 in Admin. Pract. Session at 9:00 a.m. with Supervisors Dalton, Erickson, Moffitt, Taber present. Clark: Absent

Discussion took place on future solid waste sites with Road Commissioner William Lincoln, Special Districts Roger McElligott, County Sanitarian John Thomson, Soil Conservation Rep. Micky Dignan, Planner/Grantstman Robert Borchard. The Board at its meeting of January 15, 1980 to direct County Counsel to research Lake Don Pedro Agreement regarding the solid waste site and advise Board what action would be required to amend agreement; Special Districts Manager Roger McElligott to complete an overlay map for Lake Don Pedro dump site to determine the 400 foot setback requirement; Planning Department to complete an inventory of usable soil types (Information of ten usable types of soil to be supplied by Soil Conservation District), and Roger McElligott to evaluate the inventory with respect to available BLM and private lands compatible for solid waste sites. Roger McElligott reported on the Fish Camp Dump Site permit previously applied for.

Discussion took place with Planning Commission regarding the Planner/Grantstman position. Board previously scheduled discussion/action for its meeting of January 15, 1980, at 3:00 p.m.

Board to determine policy with respect to directing the Planning Commission to develop policies and procedures for the Stockton Creek Watershed area; discussion/decision to be made on January 22, 1980, 9:00 a.m.

The Board adjourned for lunch at 12:05 p.m., and reconvened at 2:10 p.m. with Supervisor Clark present.

Discussion on Solid Waste Ordinance 493 with respect to eliminating the Convenience and Necessity Certificate requirement and collector's fees paid to the County ensued. Board to consider at its meeting of January 15, 1980, the setting of a public hearing on Ord. 493 re certificate of Convenience and Necessity requirement and collector's fees. Assessor to be directed to apply taxes received from private section and taxes from Park in order to compute percentages of private/Park solid waste dumped prior to public hearing on Ord. 493.

The Board adjourned at 3:00 p.m. to meet in regular session on Tuesday, January 15, 1980.

ERIC J. ERIKSON, Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 15th day of January, 1980, at 9:10 a.m. with Supervisors Erickson, Moffitt, Clark, and Taber present. Supervisor Dalton arrived late.

The Board said the Pledge of Allegiance

The Minutes of January 8, 1980, were approved as mailed.

On motion of Moffitt, seconded by Clark, the Consent Agenda was approved: Auditor, San Jose, 2/12-15/80, County Auditor's Annual meeting. County Sanitarian John Thomson, Calif. Air Pollution Control Officers Assoc. mtg., 1/28-29/80, Sacramento. Planning Dept. travel: 5 Planning Dept. employees, IPA Workshop, Columbia, 1/18-19/80. Bob Borchard, State Planning Directors Conf., Sacramento, 2/7-8/80. Claims as presented by the Auditor:

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Blaine Cornell, Forest Supervisor, and Bob Swenson discussed the planning process with respect to developing the Forest Plan. The Board stated its opposition to various elements not being included in the Forest Plan; in particular, mining.

Motion made by Moffitt, seconded by Clark, regarding name change of Mariposa County Employment/Training Local Planning Council withdrawn for further discussion.

On motion of Taber, seconded by Clark, Sam Chernoff appointed as a regular member to the OEDP Committee representing District 5; Helen Green appointed as alternate member representing District 5.

On motion of Moffitt, seconded by Taber, Supt. of Bldg. & Grounds Craig McDonald to arrange for El Portal Library carpet and installation, in an amount not to exceed $600. Ayes: Erickson, Moffitt, Taber. Abstaining: Clark due to conflict of interest. Absent: Dalton.

On motion of Clark, seconded by Moffitt, Res. 80-12 was passed and adopted, transferring $700 from Assessor Maintenance of Equipment to Fixed Asset budget for purchase of new vehicle.
Road Commissioner William Lincoln discussed Road. Dept. matters. On motion of Moffitt, seconded by Taber, Board approves the concept of the Road Commissioner determining a type of deposit for subdivision agreements - deferred improvements; deposit will represent a guarantee of completion of deferred improvements; Road Commissioner authorized to approve final maps subject to above.

Discussion with Planner/Grantsman, with Planning Commission Chairman present, re Planning Dept. matters. Following lengthy discussion, Board approved the Planning Commission’s findings, as amended, for Kassabaum Estates Major Subdivision.

On motion of Clark, seconded by Taber, public hearing scheduled for February 5, 1980, 4:30 p.m. to consider approval of Negative Declaration for Ag Preserves Applications No. 1 and No. 2, for Richard Hill and Georgene Baxter, respectively.

On motion of Clark, seconded by Moffitt, refund to Mr. & Mrs. Byron Kemmer in the amount of $20 for filing fee for variance approved.

On motion of Moffitt, seconded by Clark, proposed Grading Ordinance to be revised by County Counsel and presented by the Board on January 22, 1980 for introduction and first reading.

On motion of Clark, seconded by Moffitt, Board to adjourn to meet in Executive Session, personnel matter, for the purpose of discussing qualifications of Mental Health Director applicants and reconvened in regular session. Supervisor Dalton arrived during Executive Session.

On motion of Dalton, seconded by Clark, Jerry Wengard to be offered the position of Mental Health Director, as advertised, at a salary of $32,000 per year. Mr. Wengard present and accepted the position.

The Board adjourned for lunch at 12:40 p.m. and reconvened in regular session at 1:55 p.m. with all Supervisors present.

Rita Kidd presented a revised employee evaluation form and procedures for completion.

Public Hearing on Ord. 530 opened at 2:00 p.m. and hearing continued until conclusion of Mrs. Kidd’s presentation.

Clerk to forward revised employee evaluation form to all Department Heads for review and comment; Board to discuss revised employee evaluation form at its meeting of February 4, 1980, 2:00 p.m.

Acting as the Yosemite West Maintenance District Board of Directors, public hearing on Ord. 530, Interim Emergency Ordinance placing a moratorium on issuance of any building permits for property within Yosemite West Maintenance District opened. Special Districts Manager Roger McElligott discussed reasons for moratorium and present water deficiency conditions in Yosemite West. Letters received from property owners to be made part of the official record. Letter from Raymond Vail & Associates read into the record; letter from property owners are as follows:

"As you will recall, I telephoned you from Wawona on Dec. 20, 1979, to express my wife's and my distress regarding the emergency moratorium on building in Yosemite West that had just been passed by the Board of Supervisors.

"On October 14, 1979, my wife and I purchased Lot 173 in Yosemite West and discussed building plans with our contractor, James Harper, on that very day. We have long been lovers of the beautiful country in Mariposa County, and the purchase of our lot with the intent to build a home as soon as possible is the fulfillment of a dream. There was no mention
of a possible moratorium on building at the time we bought our property and began our building plans. It does not seem fair and just that a sudden moratorium should block a process that we had already begun in good faith.

"As members of Yosemite West's Homeowners Association and as taxpayers of Mariposa County, we strongly feel that our interests should be represented in the Board's discussion on this issue. We are firmly convinced that we should be allowed to submit to the County our building plans, which are now completed, and be granted a permit to build as soon as the weather permits at Yosemite West"

Herbert E. Davis

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"I am writing to you in reference to the building moratorium in Yosemite West Subdivision, Unit 1.

"As you probably know, I have appeared before the Board on several occasions to stress the fact of the serious water situation which exists in Yosemite West. At the time of the last hearing, I stated that whether the moratorium was imposed then, six months or a year down the road, at some point in time, the County was going to have to stop all building in the Yosemite West Subdivision because of lack of water for domestic and fire use.

"There is, in the file to the Board of Supervisors relating to the Yosemite West Subdivision, a report from the Associated Engineering-Surveying Service, Inc., which was prepared by Mr. Norris Udell and forwarded to Mr. Herb Davis, Chairman of the Board of Supervisors under Mr. Udell's letter of March 17, 1969.

"In the report of the Associated Engineering-Surveying Service, Inc., Mr. Udell states that the water supply is inadequate. He states, "Proof of inadequate water supply was produced when the contractor attempted to pump water for his construction operation. After continuous pumping for several weeks in August and Sept., 1968, the total yield of the designated source of water (wells and surface reservoirs) dropped to 12,000 gal. per day (about one-sixth of the previously stipulated minimum supply). Since domestic and fire water are both to be supplied, at present, no more than 40 homes can be guaranteed a minimal supply of water."

"I am not certain as to what the present water production is in Yosemite West, but I doubt that it exceeds the 12,000 gallons per day that was produced in 1968.

"A permanent building moratorium should be adopted in order to protect the forty homes which are now presently constructed or to be constructed in the subdivision. The present water supply is barely adequate to provide for domestic use and a minimum reserve for fire protection."

William J. Keough

"We wish to express our appreciation to the County Board of Supervisors for its action in adopting the resolution instituting a Building Moratorium in Yosemite West Subdivision Unit #1. Your decisive action recognizes the severe water shortage existing in the Yosemite West Maintenance District that supplies the water to Yosemite West Unit #1"
"We urge that the Board adopt a resolution that would prohibit any further building until the water supply meets the County requirements of approximately 400 gallons per house per day. This is in addition to the 100 gallon per minute requirement previously imposed upon the developer by your Board at the time the 48 unit condominium was permitted.

"When the above conditions are met, including an adequate reserve for fire protection, we would then encourage construction of additional living units within the Yosemite West Maintenance District in direct proportion to the water available."

E. R. Huizenga,
President, Yosemite West Property and Homeowners, Incorporated.

"The Yosemite West Maintenance District #1 owns the roads, sewer, and water in Yosemite West. The water at Yosemite West was developed for the original 293 lots that are and was funded mainly by bonds paid for by the property owners of those lots. The condominiums are not part of Yosemite West Maintenance District #1, and were built 1972 - 1973. To my knowledge, the condominiums have not shared the costs of the development of the roads, water and sewer. A building moratorium has been imposed on the lots at Yosemite West that may not be required if the condominiums were not using the water intended and developed for the 293 lots at Yosemite West.

"I do not believe a building moratorium is needed at this time due to an alleged water shortage. Before such action should be taken, inspections should be made to insure that the pumps are working properly and the lowered water production is not caused by a mechanical failure, but in fact by a lowered water table due to an actual water shortage. A public hearing should be held first with all facts presented for proper evaluation before such action should be taken. I do realize that the developers have not produced the amount of water promised, however they are continuing to work on developing more water.

"The Sierra Nevada Natural History book by Storer and Usinger, page 14 reports "more than half the total precipitation falls in January, February and March, but less than 3% is received in summer...55 inche per year falls in Mariposa County." Attached is a report of the precipitation in Yosemite Valley for the years 1969 through 1979 which shows the erratic precipitation falling in September through December as well as the rest of the year.

"I think a building moratorium imposed for Yosemite West due to a low water table is premature before mid-January. There are only 39 completed homes at Yosemite West. Most home owners at Yosemite West live in other areas and are only weekend visitors to their Yosemite West homes. Many of these are only there periodically during the year. Water usage at Yosemite West is far less per home than in the towns an cities, for there are no lawns being watered, no swimming pools and approximately only 8 residences lived in year around; with 3 additional ones inhabited part of the summer. The few permits that might be requested for home construction are not much threat to the water supph. The water supply problems should be viewed overall with the knowledge the condominiums are not part of the Yosemite West Maintenance Distric #1; the lot owners must not be penalized for the condominium's use of water.

"The water tank storage capacity at Yosemite West is about 349,000 gallons. If the wells can't produce enough water to keep the storage tanks full, then the condominiums should furnish water with their
water-tank truck to keep the storage tanks above the 300,000 gallon level. Water will then be available in case of fire and the condominium will be supplying water to replace what they use and the lot owners of Yosemite West Maintenance District #1 will not be unfairly penalized by the condominiums usage of water.

"The Yosemite West Fire Truck is not parked in an accessible place. It is now located a distance from the roadway in the undeveloped commercial area. It could be inoperable due to snow on the ground and easily vandalized in its' present location. I recommend it be parked near someone's house at Yosemite West; preferably someone who can drive the truck and resides at Yosemite West. Besides being more functionable in case of fire, the possibility of vandalism would be lessor.

"I am unable to be present at the public hearing on the Yosemite West Building Moratorium. This letter represents my opinion on this matter. I would like to have these facts made known in the meeting. Thank you."

Thomas S. Kroon

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"Please read the following letter at the referenced public hearing.

"Board of Supervisors of Mariposa County and Ladies and Gentlemen,
my name is Dick Reins. My wife and I own lot #259 in Yosemite West.
We purchased the lot last year at an auction conducted by the
Mariposa County Treasurer. It is difficult to understand how the
Board of Supervisors could order the Treasurer to sell lots and a
few months later impose a building moratorium on the property due
to lack of water. It is even more incomprehensible that the sale
of lots in the original subdivision was permitted without an adequate
water source and that a second permit was issued for the building of
condominiums without an adequate water source for the subdivision or
the condominiums. At the very least, it would appear that someone
is guilty of grossly negligent conduct.

"However, what is past is past, we must deal with our present
situation.

"As I see it, the present situation is analogous to the following
scenario:

"We go sailing on a ship and the ship sinks.

"We take to the life boat and find that there are 25 people in the
lifeboat with provisions for 12 people. The Captain announces that
as there are only provisions for 12 people the provisions will be
given to the first 12 people that entered the lifeboat and the
remaining 13 people will get nothing. Unfair? You bet! And so
is the moratorium on building permits in Yosemite West.

"Just because a person took out a building permit before we did (we
were planning to obtain a permit this spring) is no reason for them
to get all of the water that is available. If there is a shortage of
water, then the water should be rationed and if there is not enough
water to go around rationing then we should draw lots to see who
receives the available water. I will now discuss the above two
possibilities.

(1) Water Rationing - At the present time I am told that the wells
will produce 25 gallons per minute. This sets the water production
at 36,000 gallons per day. If the water is rationed at 50 gallons
per day per person the water production will support 720 full time
residents. Thus, the water available would accommodate a consider-
able increase in the number of residences."
(2) Drawing of lots for available water. It could be argued that this time should be unacceptable because some people have already built homes and have a large investment, therefore, they should be entitled to water. I believe this is a valid argument if the homes are owner occupied. I don't think that it is fair for my wife and I to give up our plans while the available water is being used by renters - i.e. the tourist industry. Tourists should be accommodated only if ample supplies for residents are available.

"I request that the Board immediately:

(1) Impose water rationing in Yosemite West at 50 gallons per person per day; (2) Ban all forms of renting (except leases for one year or more); (3) Determine the additional number of hookups available, canvas the lot owners to determine the number of people who wish to apply for building permits and if the demand for permits exceeds the supply have a lottery to determine who receives the available hookups.

"I ask that the above steps be taken in order that a fair, just and equitable policy may be established by the Board while a final solution to the water problem is being found.

Dick & Peggy Reins

Public portion of the meeting opened; public input called for and received; public portion of meeting closed. County Counsel to research legality and means of advising potential buyers of water situation in Yosemite West. Ord. 530 expires April 11, 1980, Board to take appropriate action prior to expiration, if required.

Disposition of Planner/Grantsman position discussed. Motion of Moffitt, seconded by Clark, to direct County Counsel prepare a resolution to establish Planner/Grantsman position as an assistant and advisor to the Planning Commission and serve at the pleasure of the Board withdrawn following discussion. On motion of Taber, seconded by Moffitt, Planner/Grantsman to be under the Board of Supervisors; Board will direct Planner/Grantsman to assist the Planning Commission. Roll call vote taken and motion passed unanimously. On motion of Moffitt, seconded by Clark, Res. 80-13 was passed and adopted, placing the above motion regarding the Planner/Grantsman position in resolution form.

Doug Boyd, CALTRANS, presented the 1980-81 proposed State Transportation Improvement Program.

CETA Project Administrator Bethanne Dowlan presented CETA Subgrant Modifications. On motion of Moffitt, seconded by Clark, Chairman authorized to sign CETA Subgrant Modifications, as presented.

On motion of Dalton, seconded by Clark, Mariposa County Employment/Training Local Planning Council name changed to Area Planning Body to the Mariposa County Employment and Training Office approved, and revised membership listing approved, with Virgil Mullis as Chairperson, per letters from CETA Project Administrator.

County Counsel to review CETA employee liability insurance coverage and advise Board and CETA Project Administrator.

Art Mimler discussed Airport matters. On motion of Clark, seconded by Moffitt, Airport Committee to solicit bids for insurance coverage of the airport operation and review bids with Board on February 5, 1980, at 11:30 a.m.

Roger McElligott discussed Special Districts' budgets. On motion of Dalton, seconded by Clark, Parking District to be advanced $1,000 to cover operating expenses. On motion of Dalton, seconded by Clark, Lake Don Pedro Sewer Zone to be advanced $3500 for operating expenses.
Acting as Lake Don Pedro Sewer Zone Board of Directors, on motion of Dalton, seconded by Clark, Res. 80-1 was passed and adopted, transferring $4,000 from 050 Cash Depreciation fund to 120 Repairs and Maintenance for the purpose of suction system and main system at pump station #6 repairs.

On motion of Clark, seconded by Taber, Mariposa Pines advanced $2,000 for operating expenses.

Motion of Moffitt to approve Ag Commissioner Agreement ruled out-of-order by the Chairman. On motion of Moffitt, seconded by Clark, Chairman authorized to sign Agreement with Ag Commissioner for services.

On motion of Moffitt, seconded by Taber, Board ratifies County Counsel's letter to John E. Whiting, attorney for Horace Meyer, re cattleguard.

On motion of Clark, seconded by Dalton, Board approved County Counsel hiring part-time temporary Administrative Aide position rather than Legal Secretary position, at the rate of $5.50 per hour.

On motion of Clark, seconded by Moffitt, Chairman authorized to sign Veterinarian agreement with Dr. Thomas, upon clarification by County Counsel of fees charged. It was noted in the record that Board's determination on selection of Dr. Thomas was partially based on Dr. Rosebrock's statement that many of the clinic sites would be discontinued.

On motion of Moffitt, seconded by Clark, Res. 80-14 was passed and adopted, opposing the Trophy Hunts or Special Hunts in Mariposa County.

On motion of Clark, seconded by Taber, Res. 80-15 was passed and adopted, expressing appreciation to Jack "Scott" Pinkerton for this service to the County; plaque also to be presented.

On motion of Dalton, seconded by Moffitt, Res. 80-16 was passed and adopted, expressing appreciation to Joan Tune for her service as a Planning Commissioner; plaque also to be presented.

On motion of Taber, seconded by Clark, Res. 80-17 was passed and adopted, expressing appreciation to Dr. Strum for his services on the Mental Health Advisory Board; plaque also to be presented.

Motion made by Dalton to issue Donald Sigler's temporary Convenience and Necessity Certificate for trash collection in District 2 withdrawn for further discussion. On motion of Dalton, seconded by Moffitt, Res. 80-18 was passed and adopted, granting Donald Sigler, DBA Condor Disposal Service, a temporary Convenience and Necessity Certificate for trash collection in District 2. Ayes: Dalton, Moffitt, Clark, Taber. No: Erickson.

On motion of Dalton, seconded by Clark, County Counsel to prepare an Ordinance amending Ord. 493 referencing requirement for Convenience and Necessity, and collector's fees for public hearing scheduled Feb. 12, 1980 at 2:00 p.m.

On motion of Moffitt, seconded by Dalton, road name request for Plumbar Creek Road for road located off Buckingham Mountain Road, District 4, approved.

On motion of Dalton, seconded by Moffitt, County Counsel to research Lake Don Pedro Agreement re Solid Waste site and advise Board what action would be required to amend agreement.

On motion of Dalton, seconded by Moffitt, Special Districts Manager Roger McElligott to complete an overlay map for Lake Don Pedro dump site to determine the 400 foot setback requirement.

On motion of Moffitt, seconded by Dalton, Planning Dept. to complete an inventory of usable soil types (information of 10 usable types to be supplied by Soil Conservation District); Roger McElligott to evaluate the
Board of Supervisors
January 15, 1980

inventory with respect to available BLM and private lands compatible for solid waste sites.

On motion of Moffitt, seconded by Taber, Assessor to be directed to apply taxes received from private sector and taxes from Park in order to compute percentages of private/Park solid waste dumps (to be completed prior to February 12, 1980, public hearing on Ord. 493).

Board rescheduled discussion on cattleguards and cemeteries to Feb. 4, 1980 Administrative Practices Session.

Supervisor Dalton advised the Board of his being contacted regarding a motorcycle race which would be using County roads; Supervisor Dalton to discuss this matter with the Sheriff.

The Board adjourned at 6:20 p.m. to meet in Administrative Practices Session on Monday, January 21, 1980, 9:00 a.m.

ERIC J. BRICKSON, Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
MADERA COUNTY CONTRACT NO. ______________________

THIS AGREEMENT, executed in duplicate this ____ day of ___________, 1979, by and between the COUNTY OF MARIPOSA
a political subdivision of the State of California, hereinafter referred to as COUNTY, and DONALD O. CRIPKE, hereinafter referred to as COMMISSIONER.

WITNESSETH

WHEREAS, COUNTY does not have an Agricultural Commissioner and

WHEREAS, COMMISSIONER is the present Agricultural Commissioner in the County of Madera, and

WHEREAS, Food and Agriculture Code § 2124 and the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Code authorize COUNTY to contract with COMMISSIONER by and with the consent of the Madera County Board of Supervisors for the performance of the duties of Agricultural Commissioner within COUNTY, and

WHEREAS, COUNTY desires to enter into this Agreement with COMMISSIONER for the provision of Agricultural Commissioner services which will meet the minimum requirements of the California Department of Food and Agriculture, and

WHEREAS, those minimum requirements are as follows:
Plant quarantine and pest detection; Nursery and seed regulation; Fruit, vegetable and egg quality control; Vertebrate pest management; Weed control; Apiary regulation; and Pest eradication.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. COMMISSIONER agrees to provide Agricultural Commissioner services sufficient to meet the requirements of the California
Department of Food and Agriculture during a one-year period commencing with the date of this Agreement.

2. COUNTY shall pay COMMISSIONER the sum of THREE HUNDRED DOLLARS ($300.00) per month during the term of this agreement.

3. COUNTY shall pay to COMMISSIONER, in addition to all other compensation, mileage at the current rate paid per mile for all necessary and actual miles driven by COMMISSIONER in his private automobile in the performance of his duties pursuant to this Agreement, and shall pay to the Madera County Auditor mileage at the current rate paid per mile for all actual and necessary miles, if any, driven by COMMISSIONER in an official Madera County automobile in performance of this Agreement.

4. COMMISSIONER shall devote as much time as is necessary to adequately perform his duties pursuant to this Agreement; provided, however, that COMMISSIONER shall not be obligated to devote more than three (3) days per month to the performance of this Agreement. The parties acknowledge that COMMISSIONER'S responsibility is primarily supervisory and administrative and many of the services to be performed by COMMISSIONER will not require his physical presence within COUNTY but are the kinds of services that can be supervised or administered by COMMISSIONER from his office in Madera County.

5. COUNTY shall provide one person to perform the field work necessary to carry out the provisions of this Agreement. The field worker shall meet all minimum qualifications for the California Department of Food and Agriculture certification program at the time of hiring and shall be willing to qualify himself in all remaining areas of certification. COMMISSIONER shall
interview and hire said field worker and shall provide initial training, together with such supplement training as is necessary. It shall be necessary for the field worker to travel to Madera County from time to time for training and other meetings and programs. Said field worker shall be under the direct supervision of said COMMISSIONER. COMMISSIONER shall make every effort to hire a local Mariposa County resident for said field worker position.

6. COMMISSIONER shall submit a budget to the Mariposa County Board of Supervisors for their approval. The Mariposa County Board of Supervisors shall have fiscal control over COMMISSIONER'S budget for the provision of services pursuant to this Agreement, however, it is expressly agreed by COUNTY and the COMMISSIONER that any budget approved must meet the minimum requirements of the California Department of Food and Agriculture for the provision of the services to be provided pursuant to this Agreement.

7. Before any economic poison or poisons may be used upon privately owned land, COMMISSIONER shall request and receive from the owner of the land a written agreement indemnifying and saving harmless COUNTY and COMMISSIONER from all liability or claim of liability to persons or property on account of the use of economic poison upon the land of such person. In the event any such person shall fail or refuse to sign such agreement, COMMISSIONER shall not distribute or allow to be distributed any economic poison or poisons upon the land of such person.

8. COUNTY shall not have the right to direct or control COMMISSIONER in the performance of his duties pursuant to this
Agreement and COMMISSIONER shall, at all times, be and remain an independent contractor. COMMISSIONER shall have all rights and privileges legally granted to a County Agricultur. Commissioner. COMMISSIONER shall have full administrative authority of the services to be performed pursuant to this Agreement, including authority over COUNTY'S employees utilized in the provision of said services. Any of the services to be performed by COMMISSIONER pursuant to this Agreement may be performed by any legally appointed and qualified deputy.

9. COMMISSIONER shall provide a surety bond of at least ONE THOUSAND DOLLARS ($1,000.00) in the manner and form provided by law, and COUNTY shall pay the premium thereon, if any.

10. Costs of all necessary supplies and equipment shall be borne by Mariposa County.

11. This Agreement shall not be valid or binding on either party until the written consent of the Madera County Board of Supervisors is obtained and subscribed below.

12. COUNTY shall defend, indemnify and hold harmless COMMISSIONER and the County of Madera, its officers and employees, from any and all liability or claim of liability on account of damage or injury to persons or property arising out of any acts which COMMISSIONER may lawfully do or cause to be done in accordance with the provisions of this Agreement.

13. This Agreement may be renewed for succeeding periods of one year by subsequent written agreement.

14. This Agreement may not be modified except by a
subsequent written agreement signed by the parties.

15. This Agreement may be terminated by either party upon
the giving of thirty (30) days written notice to the other.

COUNTY OF MARIPOSA

By Eric J. Erickson
Chairman of the Board

ATTEST:

Joan J. Lynk
Clerk of the Board

DONALD O. CRIFE, Agricultural
Commissioner

The Madera County Board of Supervisors consents to the above
Agreement and the performance of said agreement by Donald O.
Crype.

COUNTY OF MADERA

By
Chairman
Board of Supervisors
The Board of Supervisors, Mariposa County, met this 21st day of January, 1980 at 9:05 a.m. with Supervisors Erickson, Clark, Moffitt and Taber present. Supervisor Dalton excused.

Discussion took place regarding Board Minutes with respect to letters which have been requested to be made part of the official Minutes to be only referenced in the Minutes by writer's name, date, and subject matter. Also, the Maker and Second of each motion will be shown in the published Minutes. Meeting procedures discussed: County Counsel to be directed to prepare a resolution for Board's review re meeting procedures which will include items discussed: Board to follow the rule of the Chair, who will follow as a model Robert's Rules of Order -- Chairman may be overruled by a majority of the Board. Board discussed meeting times and Consent Agenda. County Counsel to be directed to prepare an opinion on definitions and requirements for Minute Orders, Resolutions, and Ordinances; motion required to adjourn meeting. Section on the Agenda for Board members to report on their out-of-County travel discussed. Clerk will forward letter to all department heads requesting they attach a copy of the seminar/workshop brochure or a more detailed report on the purpose of the seminar/workshop on their requests to the Board for travel approval. Section to be added on the agenda for "Unscheduled Action Items" which will include items which come into the Clerk of the Board after 5:00 p.m. on Thursday, or 2 working days prior to the Board's regular meeting. Board will consider these items for action, if desired; otherwise Board will consider during its next regular meeting. Additional discussion will take place regarding the Board's Minutes and Agendas.

Supervisor Clark excused at 10:50 a.m. during the aforementioned discussion.

Mr. Richard Haberman, State Health Dept., discussed the water quality in Mariposa County.

The Board adjourned at 11:10 a.m. to meet in regular session on Tuesday, January 22, 1980.

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 22nd day of January, 1980 at 9:05 a.m., with Supervisors Erickson, Moffitt, Clark and Taber present. Supervisor Dalton arrived at 9:25 a.m.

The Board said the Pledge of Allegiance.

The Minutes of January 14 and 15, 1980 were approved as mailed.

On motion of Clark, seconded by Moffitt, the Consent Agenda was approved: four Assessor Appraisers, State Board of Equalization training classes, Sacramento, 1/28-31/80. Public Hearing scheduled for Certificate of Convenience and Necessity, James Walton, for garbage disposal pick-up for Cathey's Valley, Ponderosa Basin, Town of Mariposa and surrounding areas; scheduled for February 19, 1980, 2:00 p.m.

On motion of Moffitt, seconded by Clark, recommendation of the LRWSC with regards to establishing zones for the Stockton Creek Watershed area accepted as Board's policy; Planning Commission to draft General Plan amendments for zoning and regulations for implementation for Board's review.

On motion of Dalton, seconded by Moffitt, appropriation of funds for Parks and Rec. Dept., as requested, approved. On motion of Dalton, seconded by Taber, vote on aforementioned motion tabled until additional information is secured.

On motion of Dalton, seconded by Clark, Fish & Game authorized to purchase quail feed out of budgeted monies, per request from Clint Mentzer.

On motion of Moffitt, seconded by Clark, Board rescheduled public hearing on Ord. 493, Solid Waste to February 13, 1980; public hearing originally scheduled for February 12, 1980, a legal holiday; other matters scheduled for February 12, 1980 will be heard on February 13, 1980.

Supervisor Clark reported on San Joaquin Valley Supervisors Assoc. Meeting with regard to Revenue Sharing monies.

On motion of Clark, seconded by Moffitt, Public Hearing scheduled for February 19, 1980, 3:00 p.m. to receive input on possibility of submitting a letter to Central Sierra Elderly Assistance which would be included in the 3-year plan, advising of the possibility that Mariposa County may desire to become part of Merced County, Area Agency on Aging.

William Lincoln, Road Commissioner discussed Road Dept. Matters. On motion of Dalton, seconded by Taber, Board accepted on behalf of the County the Grant Deed of easement from Lois Greenberg in respect to her minor subdivision in Coulerville, and authorized recordation of same. On motion of Dalton, seconded by Moffitt, Res. 80-19 was passed and adopted, incorporating the aforementioned in resolution form.

On motion of Dalton, seconded by Moffitt, County to provide, out of Road Department Maintenance budget, wooden signs and wooden posts for Lake Don Pedro subdivision; replacement program to begin immediately and to be fully accomplished over next four years.

Planner/Grantsman and Planning Commission Chairman discussed Planning matters with the Board. On motion of Dalton, seconded by Clark, minor modifications to the Computer System specifications approved in order to allow for physical expandability of system. On motion of Moffitt, seconded by Clark, Steve Dunbar authorized to request proposals on the computer system specifications; if no proposals received within three weeks, request will be made to the Board to go out to bid; Board scheduled February 19, 4:00 p.m. for discussion.
On motion of Dalton, seconded by Moffitt, Chairman to select an Ad Hoc Committee composed of members of the Board of Supervisors and Planning Commission to make a recommendation to the Board on Planner/Grantsman job description and establishment of a Planning Department.

On motion of Dalton, seconded by Taber, Roger Grammer appointed to Planning Commission At Large position; Clerk to publish alternate member vacancy.

County Counsel presented the revised County Veterinarian contract with Dr. Thomas; contract to be forwarded to Dr. Thomas for signature.

On motion of Moffitt, seconded by Clark, Ord. 532 was introduced and first reading waived, relating to grading and excavation.

Herb Davis, Employee Association representative discussed the proposed resolution amending the Personnel Policies and Procedures Handbook re Management and confidential employees. Motion made by Moffitt, seconded by Clark to approve proposed resolution amending the Personnel Policies and Procedures Handbook re Management and Confidential employees withdrawn. Discussion to take place at Board's February 5, 1980, meeting.

Additional information on the Parks & Rec. Dept.'s tabled motion for an appropriation received. On motion of Dalton, seconded by Moffitt, Res. 80-20 was passed and adopted, appropriating $3100 from Contingency Reserve to appropriate Parks & Rec. line items as requested.

On motion of Clark, seconded by Dalton, Res. 80-21 was passed and adopted, temporary loan from General Fund of $1000 to Senior Assistance Program (SAP) fund approved; monies to be repaid upon receipt of check from Calif. Dept. of Aging.

On motion of Dalton, seconded by Moffitt, Mental Health unscheduled agenda matter to be brought on the floor for discussion. On motion of Dalton, seconded by Clark, Jerry Wengard's employment as Mental Health Director shall begin on February 1, 1980. Chairman to meet with Jerry Wengard to discuss personnel and administrative policies; Clerk to forward copy of Personnel Policies and Procedures Handbook to Jerry Wengard.

On motion of Dalton, seconded by Clark, travel approved for Mental Health Director, Feb. 6-8, 1980 Local Mental Health Directors conference. Clerk to advise Jerry Wengard that blanket travel approval, as requested, will not be authorized by the Board.

On motion of Moffitt, seconded by Clark, Solid Waste Facility Permit Application matter to be brought on the floor for discussion. On motion of Dalton, seconded by Moffitt, Chairman authorized to sign Solid Waste Facility Permit Application with State.

The Board adjourned for lunch at 12:00 noon and reconvened in regular session at 2:10 p.m.


Hearing de novo on LDA 860, Gary Rose, opened and continued until completion of LDA 862.

Public portion of hearing de novo on LDA 862 opened; public input called for and received; public portion closed. Board deliberated. On motion of Dalton, seconded by Taber, LDA 862 to be forwarded to the Planning Commission for review: agreements between property owners re limiting further splits to be reviewed; nature of the area to be taken into consideration; intent of Res. 78-181 re incremental development of roads as property divides should be reviewed; issue to non-exclusive easements
for property to be discussed. Planning Commission to report its findings within thirty (30) days to Board.

Public Hearing on Ord. 516 opened and continued following hearing de novo on LDA 860.

Hearing de novo on LDA 860, Gary Rose, continued. Larry Enrico advised Board hearing de novo had been properly noticed according to the Horn Decision. Jerry Freeman, representing Gary Rose, discussed Res. 78-181 Road Standards. Public portion opened; input called for and received; public portion closed. Board deliberated. On motion of Erickson, seconded by Dalton, Board upholds Planning Commission findings on LDA 860, Gary Rose. Chairman directed Planning staff to prepare for Board's review and approval the findings of fact on LDA 860.

Public Hearing on Ord. 516, Interim Emergency Ordinance relating to grading in the Stockton Creek Watershed opened. Public portion opened; input called for and received; public portion closed. Board deliberated. On motion of Dalton, seconded by Taber, Interim Emergency Ord. 533 was passed and adopted, extending Ord. 516 for a maximum of one year.

Chairman to contact General Accounting Office, Washington, to advise of Board's support of its research into NPS activities in Wawona.

Clerk to advise Juvenile Justice-Juvenile Delinquency Prevention Commission that the Board agrees with the proposed Alcohol Abuse Program recommended by the Commission.

County Counsel to research District Attorney's request to repeal Res. 79-209 re National Northern Calif. Car Wash Association suit, and advise Board.

On motion of Dalton, seconded by Taber, OPR and AG representatives to be invited to discuss the County's General Plan with the Board on March 4, 1980 at 9:00 a.m.

Board to discuss the Community Center lease agreement at its meeting of February 13, 1980, 11:45 a.m.

On motion of Moffitt, seconded by Clark, Board adjourned at 5:40 p.m. to meet in Administrative Practices Session on February 4, 1980, 9:00 a.m.

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors met this 4th day of February, 1980, at 9:00 a.m. with Supervisors Erickson, Dalton and Taber present. The Board recessed until 9:15 a.m. awaiting the arrival of Supervisors Clark and Moffitt.

Delbert Wells, John C. Fremont Administrator, and Dr. Moser discussed the Hospital's new fiscal year budget and the salaries of the ambulance drivers. Additional discussion with the Hospital Board of Directors to ensue following Board's receipt and review of the proposed hospital budget.

Planner/Grantsman discussed proposed road improvement districts with the Board, advising the Board that there may be such future requests.

Proposed Resolution regarding Board's meeting procedures to be re-drafted by County Counsel and discussion to ensue at future Administrative Practices Session.

The Board adjourned for lunch at 12:00 noon and reconvened at 2:10 p.m. Supervisor Dalton excused.

Department Heads discussed with the Board the proposed employee evaluation form. Additional discussion to take place regarding the proposed form at a later date, if required.

Scott Pinkerton and Rich Begley discussed the County cemeteries. Mr. Pinkerton volunteered his services to research the cemeteries to obtain historical data. The Board will take action at its meeting of February 13, 1980, authorizing Mr. Pinkerton to plot the County Cemeteries, prepare a scale map, and take pictures of headstones; Board to supply monies for mileage and expenses. Supervisor Erickson to discuss with Supervisor Dalton the possibility of setting up a Cemetery Ad Hoc Committee to research cemetery standards, fees, permit procedure, etc. and Board to discuss February 13, 1980.

Clerk to research Board's appropriation requirements and advise at Board's meeting of February 13, 1980.

Possibility of reducing fees collected by the County Vet for claiming an animal discussed. Additional discussion to ensue at Board's February 13, 1980 meeting.

Supervisor Moffitt advised the Board that the General Accounting Office, Washington, would be forwarding copies of the official report on the investigation of National Park Service acquisition of property. Following receipt of report, the Board will forward a letter to the General Accounting Office with regard to the past NPS actions.

The Board adjourned at 5:20 p.m. to meet in regular session on February 5, 1980, 9:00 a.m.

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

JOAN J. LYNK
Clerk of the Board
BOARD OF SUPERVISORS
February 5, 1980

The Board of Supervisors, Mariposa County, met this 5th day of February, 1980 at 9:05 a.m. with all members present.

The Board stood for the pledge of allegiance.

The Minutes of January 21 and 22, 1980, were approved as mailed.


Welfare Director Lois Lewis discussed the Energy Crises Assistance Program (ECAP) with the Board. On motion of Clark, seconded by Taber, Res. 80-22 was passed and adopted, authorizing the Chairman to sign ECAP contract.

On motion of Moffitt, seconded by Clark, Res. 80-23 was passed and adopted, transferring $4500 from Welfare Contingency to Welfare Office Expense, Line Item 17.

On motion of Moffitt, seconded by Taber, Board adjourned to meet in Executive Session for a personnel matter requested by Bethanne Dowlan and two legal matters requested by Supervisor Dalton.

On motion of Moffitt, seconded by Dalton, County Counsel authorized to proceed in a civil procedure regarding the collection of a debt owed to the County by a former employee.

On motion of Dalton, seconded by Taber, Board scheduled an Executive Session for a legal matter for February 19, 1980, 9:30 a.m.

Road Commissioner William Lincoln discussed Road Dept. matters with the Board. On motion of Moffitt, seconded by Dalton, $25,000 to be transferred from General Fund Revenue Sharing to Road Dept., Right-of-Way; to be included in Res. 80-23.

Discussion ensued on Bridgeport Oaks Subdivision deferred improvements.
On motion of Dalton, seconded by Taber, cash deposits, deposited in County Treasury, will be required on deferred improvements and on similar requests. Ayes: Dalton, Taber, Erickson, Moffitt. No: Clark.

On motion of Moffitt, seconded by Clark, Board's present policy regarding cattleguards rescinded; requests for cattleguards will be reviewed on a case-by-case basis. Ayes: Moffitt, Clark, Erickson, Taber. No: Dalton.

On motion of Clark, seconded by Moffitt, U.S. Forest Service's request to install a cattleguard on Moore Creek Road approved; County to install the cattleguard and Forest Service will reimburse County for entire cost; Forest Service to sign the road as "open range" and cattleguard to be width of the road. Ayes: Clark, Moffitt, Erickson, Taber. No: Dalton

Request from property owner for an access permit through County property located near the Masonic Cemetery to be referred to the Planning Commission.

Auditor Barbara Saye advised the Board there would be no additional cost to the County to accept cash deposits for deferred improvements. On motion of Dalton, seconded by Moffitt, interest on cash deposits will be returned to the depositor; however, any monies which the County requires to complete deferred improvements will be taken from deposited funds, including principal and interest, and the remainder returned to the depositor. Upon completion of itemized improvement steps, Road Commissioner authorized to release that portion of deposited funds; 10 percent contingency to be added to the final payment.

On motion of Moffitt, seconded by Dalton, County Engineer authorized to execute the agreement for the Bridgeport Oaks Subdivision deferred improvements; cash deposit required payable to County Engineer-Surveyor in the amount of $13,200; deferred improvements shall not exceed six months from date of agreement.

Robert Borchard, Planner Grantsman and Planning Commissioner Roger Grammer present to discuss Planning matters with the Board.

Board scheduled February 25, 1980, 3:00 p.m. during Administrative Practices Session to discuss space needs study. Board scheduled a meeting with Planning Commission for March 3, 1980, 9:00 a.m. to discuss various matters.

On motion of Clark, seconded by Taber, Board scheduled February 26, 1980, 3:00 p.m. for a joint public hearing with Planning Commission to consider both the establishment of the Ag Preserve and Ag Exclusive Zone.

On motion of Moffitt, seconded by Clark, refund to Enis Cotton in the amount of $25 for his application for a zone change approved.

OEDP organization to be discussed during Planner/Grantsman's time at Board's meeting of February 13, 1980. On motion of Moffitt, seconded by Clark, Board ratified existing, though expired terms, of OEDP members on an interim basis until new members appointed to the OEDP Committee.

On motion of Clark, seconded by Moffitt, Findings of Fact for Denial of LDA 860, Gary Rose, accepted; findings to be appended to Minutes.

On motion of Clark, seconded by Moffitt, due to time limitations, County Counsel matters to be deferred to afternoon session.

Art Nimler discussed airport matters with the Board. On motion of Clark, seconded by Moffitt, Res. 80-24 was passed and adopted, establishing the position of Airport Manager under supervision of the County Special Districts Manager. On motion of Moffitt, seconded by Clark, Res. 80-25 was passed and adopted, appointing Hansel W. (Turk) Turley as Airport Manager. On motion of Clark, seconded by Taber, Chairman authorized to sign the airport lease agreement with Hansel W. Turley.
Friends of the Library requested the hiring of a County employee for the Library. On motion of Clark, seconded by Moffitt, appropriation of $2100 from General Contingency to Library, Extra Help, approved for the hiring of a Librarian Aide, Extra Help; to be included in Res. 80-23. Ayes: Clark, Moffitt, Erickson, Taber. No: Dalton.

The Board adjourned for lunch at 12:05 p.m. and reconvened in regular session at 2:05 p.m.

Public Hearing opened on Tax Abatement of Penalty Levied applications for Walter J. Dowiak, Roger Joel Pelton, Albert and Violet Huebert. Assessor Stephen Dunbar discussed requirements under the law for penalties levied. Public portion opened; input called for and received; public portion closed. Board deliberated. On motion of Clark, seconded by Moffitt, penalty waived for Walter Dowiak and Albert and Violet Huebert based on fact that requested information has been provided to the Assessor by the parties and Board is satisfied with their replications. Motion made by Taber to waive Roger Joel Pelton's penalty failed for lack of a second. On motion of Moffitt, seconded by Clark, Roger Joel Pelton's request for appeal denied due to insufficient data being supplied to the Assessor, as required by law. Ayes: Moffitt, Clark, Erickson, Dalton. No: Taber.

County Counsel to prepare findings of fact for public hearing on Tax Abatement of Penalty Levied applications, above. County Counsel to research requirement of the Board with respect to accepting applications for tax abatement appeals beyond the 60-day notification of penalty period.

CETA Project Administrator Bethanne Dowlan discussed County Counsel's letter on CETA participants liability insurance coverage. County Counsel to supply CETA Project Administrator with a definition of how Mariposa County, as a sub-recipient, defines "employer."

County Counsel presented prepared Res. 80-9. On motion of Moffitt, seconded by Taber, Res. 80-9, page 2, line 10, "performance bond" to be changed to "cash deposit" required. Ayes: Moffitt, Taber, Erickson, Clark. Excused: Dalton.

County Counsel to redraft Res. 80-13 for Board's review.

County Counsel presented prepared Res. 80-18. On motion of Moffitt, seconded by Taber, Res. 80-18 amended and Chairman authorized to sign amended resolution. Dalton abstained due to not being privy to discussion.

On motion of Clark, seconded by Moffitt, Res. 80-26 was passed and adopted, authorizing Chairman to sign quitclaim deed and Clerk directed to record same upon receipt of $1.00 from Mariposa Unified School District. Ayes: Erickson, Clark, Moffitt, Noes: Dalton, Taber.

On motion of Moffitt, seconded by Taber, discussion on interviews for County Counsel's position to be brought on the floor. On motion of Moffitt, seconded by Clark, Chairman authorized to continue meeting to Feb. 8, 1980, 4:00 p.m. for the purpose of interviewing applicants in executive session; County Counsel advised Board this would be an exception to the Brown Act.

On motion of Clark, seconded by Moffitt, Chairman authorized to sign agreement with Dr. Thomas as County Veterinarian.

On motion of Taber, seconded by Moffitt, Mark Northway appointed to serve on CETA Area Planning Body Youth Subcommittee.

On motion of Taber, seconded by Clark, CETA Area Planning Body By-Laws amended, as requested by the Area Planning Body. Dalton: excused.
Board's Personnel Committee to prepare Clerk of the Board's annual employee evaluation form and present to the Board for ratification.

Regional K Criminal Justice Planning Board's request for local government declaration to participate in the Law Enforcement Assistance Program to be forwarded to the Sheriff for review and comment. Excused: Dalton.

On motion of Taber, seconded by Clark, following appointments made to Alcoholism Advisory Board, on recommendation of the Alcoholism Advisory Committee: Norman Jaenecke, term to 1/31/83 replaces T. Coakely; Rod McKe, term to 1/31/82, replaces C. Hand; Rollin A. Wright, term to 1/31/82, position presently vacant. Excused: Dalton.

On motion of Moffitt, seconded by Clark, Res. 80-27 was passed and adopted, accepting Marie Crosby's resignation from the Mental Health Advisory Board with regret; Excused: Dalton.

On motion of Moffitt, seconded by Clark, following appointments made to the Mental Health Advisory Board: Dolores Jacobs, term to 3/1/83; Virginia Lane, term to 2/1/83; Betty Hull, term to 2/1/83.

Chairman advised the Board that the Ad Hoc Committee for Planner/Grantsman position and Planning Dept. recommendations to consist of Bruce Jacobs, Barry Brouillette, Bill Moffitt, Eric Erickson, and Robert Borchard as an ex officio member.

SPCA representative Ellie Britt discussed the proposed SPCA site. On motion of Clark, seconded by Moffitt, Clerk to forward letter to Airport Advisory Committee requesting comments on proposed SPCA site being considered by the Airport; Parks & Rec. Director Richard Begley to contact golfers who use golf course near proposed SPCA site; Parks & Rec. Director to review lease between Airport and Parks & Rec. for use of property in question.

On motion of Moffitt, seconded by Taber, Robert Borchard authorized to act as an advisor and assistant to LAFCo, upon request; time and expenses to be charged to LAFCo budget.

On motion of Moffitt, seconded by Dalton, Res. 80-28 was passed and adopted amending the Personnel Policies and Procedures Handbook, and rescinding Res. 78-149, re Management and Confidential employees.

On motion of Taber, seconded by Clark, Res. 80-29 was passed and adopted, endorsing contest on pros and cons of Nuclear Fusion as a source of energy. Ayes: Taber, Clark, Erickson, Moffitt. No: Dalton.

Public Hearing opened to consider the Negative Declarations for Ag Preserve Application No. 1, Richard Hill, and Application No. 2, Georgene Baxter. Public portion of hearing opened; input called for and none received; public portion of hearing closed. On motion of Clark, seconded by Moffitt, negative declaration on Ag Preserves Application No. 1, Richard Hill accepted. On motion of Moffitt, seconded by Clark, negative declaration on Ag Preserves Application No. 2, Georgene Baxter, accepted.

On motion of Moffitt, seconded by Taber, second reading of Ord. 532 waived, and Ord. 532, as corrected, was passed and adopted, amending County Code Chapter 15.28 relating to grading and excavations.
On motion of Dalton, seconded by Clark, Board approved request from Safety Services Organization for purchase of two manikins, three instructional rescue tubes, CPR Board, and water rescue gear. On motion of Dalton, seconded by Taber, Safety Services Organization's claims for purchase of aforementioned to be presented to Auditor for payment; claims not to exceed $1,100. On motion of Dalton, seconded by Clark, above motion rescinded; $1,100 to be transferred to Parks & Rec. Fixed Assets for purchase of Safety Services Organization's requested equipment - to be included in Res. 80-23. This appropriation offsets proceeds received from the County's surplus equipment auction.

Supervisor Erickson advised the Board of the RCRC meeting re urban mass transit funds and home rule legislation. On motion of Clark, seconded by Moffitt, Supervisors Clark and Erickson authorized to pursue home rule legislation in the interest of the County.

On motion of Moffitt, seconded by Clark, request for County Counsel travel to be brought on the floor. On motion of Dalton, seconded by Moffitt, County Counsel authorized to attend CSAC Excess Insurance Authority meeting in Santa Cruz, 2/8/80.

On motion of Clark, seconded by Moffitt, Board adjourned at 5:20 p.m. to meet in continued session on Friday, February 8, 1980, 4:00 p.m. for the purpose of interviewing County Counsel applicants in Executive Session.

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
The Honorable
Board of Supervisors
Mariposa County Courthouse
Mariposa, CA 95338

RE: LDA 860 Appeal, Gary Rose

Lady and Gentlemen:

The Planning Office was directed to develop a set of findings of fact for the appeal of Land Division Application No. 860. It is recommended that the following hearing summary and findings be adopted by the Board of Supervisors with respect to the Board's actions on the appeal.

Public Hearing De Nuvo
Gary Rose, Applicant
Planning Commission Findings of Fact for Denial
Land Division Application No. 860

The following is a chronology of events which led up to the Planning Commission actions on LDA 860:

1. August 5, 1979 - First hearing before the Planning Commission Subdivision Committee. Under what is later deemed inadequate notification procedures, a Negative Declaration is accepted for public review. Consideration of the application is scheduled for August 20, 1979.

2. August 20, 1979 - Application is considered by the Committee. There is a considerable amount of discussion by the Commissioners concerning the fact that a portion of Old Sawmill Road runs through National Forest land over which the Forest Service exercises access control. Application is held in abeyance pending clarification of the easement road through the Forest Service land.
BOARD OF SUPERVISORS
February 8, 1980

The Board of Supervisors, Mariposa County, met this 8th day of February 1980 at 4:00 p.m. with all supervisors present.

On motion of Clark, seconded by Taber, Board adjourned to meet in executive session for the purpose of interviewing applicants for County Counsel position, and reconvened in regular session.

On motion of Clark, seconded by Moffitt, the Board adjourned at 8:30 p.m. to meet in regular session on February 13, 1980, at 9:00 a.m.

ERIC J. DRICKSON, Chairman
Board of Supervisors

ATTEST:

JOAN J. LYNN
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 13th day of February, 1980, at 9:05 a.m. with all Supervisors present.

The Board stood for the pledge of allegiance.

The Minutes, as amended, were approved.

It was the consensus of the Board that when a supervisor is called from the Board Room, to attend to County business, during a regular Board meeting, the minutes will reflect "excused" on votes taken.

On motion of Clark, seconded by Moffitt, the Consent Agenda was approved: Charles Hand, Deputy Probation Officer, travel approved conditionally pending clarification from Board; Sacramento, press relations training seminar, 2/27/80, requests 75 percent advance - $92.25; Assessor and one employee, Visalia, 2/24-26/80, 1980 Central Calif. Assessor's Conf.; County Clerk, Central Area Workshop, 2/23-- Auditor to draw warrant for pre-registration in amount of $24-$12 out of 25-Elections and $12 out of County Clerk budget; Auditor to draw warrant for $7620.47 payable to Razzari Ford for purchase of 1980 Ford pick-up purchased by Assessor's office; Auditor and Treasurer directed to set up new fund entitled "ECAP" pursuant to Res. 80-22.

Roger McElligott spoke regarding Don Pedro solid waste site. Acting as the Board of Directors Lake Don Pedro Maintenance District 1-M, on motion of Dalton, seconded by Taber, purchase and installation of bins for Lake Don Pedro Maintenance District and cost to develop site for Solid Waste Transfer station approved; Special Districts Manager authorized to transfer bins on a temporary basis as required from Coulterville. Special Districts Manager to advise Board of costs which will be incurred.

Meeting as the Board of Supervisors, discussion took place with Roger McElligott re BLM lands for use as a potential solid waste site.

Road Commissioner William Lincoln discussed Road Dept. matters. On motion of Moffitt, seconded by Dalton, Road Commissioner authorized to advertise and negotiate sale of surplus miscellaneous repair parts valued at less than $75 each; 30 days following advertising, Road Commissioner to dispose of surplus equipment at his discretion. The Board advised Road Commissioner of various traffic safety studies they wish Caltrans to perform. Road Commissioner to advise Board on February 19, 1980 of possibility of putting stop sign at Bullion and Fifth Streets.

Planning Commission Chairman and Planner/Grantsman spoke. Discussion on alterations to Building Dept. and Planning Office building took place with Building Inspector Larry James and Bob Borchard; to be continued on February 19, 1980. Overall Economic Development Committee organization proposed resolution to be discussed further during Board's Administrative Practices Session, March 3, 1980. On motion of Moffitt, seconded by Clark, Planner directed to prepare a resolution for Board's review supporting Senator Nejedly's proposed legislation re Calif. Surface Mining and Reclamation Act of 1975 (SMARA) with the exception of requiring a lead agency's ordinance implementing SMARA to be certified as complete and adequate by a state agency prior to its becoming effective.

On motion of Dalton, seconded by Clark, County Counsel matters to be deferred until afternoon session.
On motion of Clark, seconded by Dalton, CETA Project Administrator matter re Fremont Hospital Agreement deferred.

Board discussed the Community Center lease agreement. On motion of Erickson, seconded by Taber, County of Mariposa to enter into an agreement to lease the Masonic Temple for a Community Center; policy decisions to be discussed at a later date.

The Board adjourned for lunch at 12:35 p.m., and reconvened in regular session at 2:20 p.m., following Water Agency meeting.

Public Hearing on Ord. 495 re Convenience and Necessity and collector's fees opened. Public portion opened; input called for, none received; public portion closed. Due to advertisement of public hearing not indicating County Code Sections 8.36.140, 8.36.020, 8.36.050, 8.36.090, 8.36.100, public hearing to be continued to March 11, 1980, 2:00 p.m.; Clerk to advertise.

On motion of Clark, seconded by Taber, Scott Pinkerton and one person authorized mileage/expenses to plot County cemeteries, prepare a scale map, and take pictures of cemeteries; work to be done on a volunteer basis.

Helen Fowler discussed Emergency Medical Services Planning grants. On motion of Dalton, seconded by Clark, Res. 80-31 was passed and adopted, approving County's participation in HSA, and approved concept of a multi-county emergency medical services system planning application; County reserves right to withdraw if each county participating does not have the same number of voting representatives.

Board discussed the proposed SPCA site. Input received from citizens regarding the proposed site at the airport. Supervisor Taber to check into BLM lands and Bear Valley dump site as possible locations for the SPCA.

On motion of Clark, seconded by Dalton, Board adjourned to meet in executive session for the purpose of discussing County Counsel applicant qualifications, and reconvened in regular session.

On motion of Clark, seconded by Taber, Richard K. Denhalter appointed as County Counsel at a salary of $31,020; employment date to be based on Mr. Denhalter's availability.

On motion of Moffitt, seconded by Clark, Board ratified County Counsel's direction to Planning Dept. to prepare a parcel map for Mariposa Unified School District quitclaim deed for purpose of recording same.

On motion of Taber, seconded by Dalton, sign to be placed at Yosemite West Subdivision advising public of the building moratorium due to water shortage, with statement on sign to contact Mariposa County Planning Commission for further information; monies to come out of District 5, Special Road Fund.

On motion of Clark, seconded by Moffitt, Board accepts findings of fact as presented by County Counsel on abatement of penalty public hearing for Walter J. Dowlik, Roger J. Felton, Albert and Violet Huebert.

On motion of Moffitt, seconded by Clark, Res. 80-32 was passed and adopted, repealing Res. 79-209 due to fact Attorney General will handle litigation of NNCCWA suit.

On motion of Dalton, seconded by Taber, fee of $15 to be charged for claiming a stray dog: $5, impound fee; $5, license; $5, rabies shot. People claiming animals to make check payable to Mariposa County Treasurer; Dr. Thomas to bill County for services.
On motion of Clark, seconded by Moffitt, Gazette designated as official County newspaper for year 1980, and approval of rates as submitted by Gazette.

On motion of Clark, seconded by Moffitt, Auditor directed to draw a warrant in the amount of $750 to Marsh & McLennan for administration fee from 1/1/80-3/31/80.

Motion made by Moffitt, seconded by Clark, to approve budget transfers requested by Mental Health Director withdrawn. Jerry Wengerd to discuss budget transfers with the Board.

On motion of Moffitt, seconded by Clark, Res. 80-33 was passed and adopted, approving budget transfers as requested by Probation Dept.

Farm Advisor's request for purchase of new vehicle to be discussed during 1980-81 budget session.

Acting as the Air Resources Board of Directors, on motion of Clark, seconded by Moffitt, Board approved Air Resources claim for second disbursement of subvention funds in the amount of $1548.

Supervisor Moffitt to draft a letter to Policies and Procedures Committee regarding Board deleting 6.05 of P&P Handbook.

On motion of Clark, seconded by Moffitt, letters read into the record during Board meetings will be appendixed to official Minutes and will be encapsulated in the Minutes; upon request, Board will determine if letters are to be typed verbatim in the Minutes.

On motion of Dalton, seconded by Moffitt, Arthur Laursen, reappointed to the OEDP Committee, representing District 2.

On motion of Dalton, seconded by Taber, Board to consider appointments to Sequoia AREA VIII Board. On motion of Taber, seconded by Clark, Verna Clark and Arthur Mimler appointed to serve on the Sequoia AREA VIII Board representing Mariposa County.

Clerk to forward copy of Dept. of Health Services letter on Stockton Creek Watershed Development to Planning Commission.

Clerk to request Sheriff advise Board of disposition of State Fire Marshal letter re Sheriff Dept. facility corrections required.

Supervisor Moffitt clarified Probation Dept.'s travel request.

On motion of Clark, seconded by Moffitt, Board adjourned at 6:45 p.m. to meet in regular session on February 19, 1980, 9:00 a.m.

ATTEST:

ERIC J. ERICKSON, Chairman
Board of Supervisors

JOAN J. LYNCH
Clerk of the Board
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into Contract No. 69-0030 with the State Department of Education for the purpose of providing a payment system for care/development of children pursuant to the Child Development Act.

BE IT RESOLVED that the Governing Board of Marin County

authorizes entering into contract number 69-0030 and that the official(s) and/or employee(s) of the above named organization whose name(s), title(s), and signature(s) is/are listed below, shall be and is/are hereby authorized as our representative(s) to sign said agreement on behalf of the Governing Board.

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<th>NAME(S)</th>
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<tr>
<td>Eric Erickson</td>
<td>Chairman, Marin Co.</td>
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<td>Board of Supervisors</td>
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PASSED AND ADOPTED THIS 19th day of February 1989 by the Governing Board of Supervisors of Marin County, California.

I, ___________________________, Clerk of the Governing Board of Supervisors of Marin County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by which resolution is on file in the office of said Board.

(Clerk's signature) ___________________________ (Date) ___________________________
STATE OF CALIFORNIA

AGREEMENT

TAN STDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA TO: 

THIS AGREEMENT, made and entered into this 1st day of July, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting County

Leutenant of Public Instruction Agency California State

Project Number: 22-00225-03080-0-01

after called the State, and

Mariposa County Department of Social Welfare

after called the Contractor.

NESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State as hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Statement of Work:
The Contractor agrees to provide child development services in accordance with the provisions of and pursuant to those laws and regulations referenced on Exhibit A.

Period of Performance:
This agreement is effective July 1, 1979, through and including June 30, 1980.

Cancellation:
This agreement may be cancelled by either party upon 90 days prior written notice to the other party.

Fair Employment Practice:
a. The Fair Employment Practice Addendum marked Appendix B, is attached hereto and by this reference incorporated herein.
b. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of H.E.W. effective June 3, 1977, and found in the Federal Register, Volume 42, Number 56, dated May 4, 1977.

Cost and Payment:
a. The State agrees to pay the Contractor an amount not to exceed the sum of $4,573 upon satisfactory completion of all work by the Contractor.

STATE OF CALIFORNIA

CONTRACTOR

AUTHORIZED SIGNATURE:

William O. Whiteneck
Deputy Superintendent for Administration

AUTHORIZED SIGNATURE:

FUND

CHARTER 259

STATURE 1979

FISCAL YEAR 1979/80

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

5500
THIS AGREEMENT, made and entered into this 1st day of July, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting County Project Number: 22-00225-03080-0-01

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<td>Supt. of Public Instruction</td>
<td>California State Department of Education</td>
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referred to as the State, and
Mariposa County Department of Social Welfare

referred to as the Contractor.

IT IS AGREED: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Statement of Work:
The Contractor agrees to provide child development services in accordance with the provisions of and pursuant to those laws and regulations referenced on Exhibit A.

Period of Performance:
This agreement is effective July 1, 1979, through and including June 30, 1980.

Cancellation:
This agreement may be cancelled by either party upon 40 days prior written notice to the other party.

Fair Employment Practice:
- The Fair Employment Practice Addendum marked Appendix B, is attached hereto and by this reference incorporated herein.
- Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of HEW effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.

Cost and Payment:
- The State agrees to pay the Contractor an amount not to exceed the sum of $4,573 upon satisfactory completion of all work by the Contractor.

The provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

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STATE OF CALIFORNIA

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<th>SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY</th>
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I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. B.R. NO. |

[Department of General Services Use ONLY]
1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
b. Reimbursement for services provided under this Agreement shall not exceed the direct costs incurred in providing child care/development services as defined in this Agreement. Up to a maximum of $1.36 per hour for children two years and older, and a maximum of $1.62 per hour for infants is allowed.

c. Reimbursement shall be made only for actual child care provider's fees and audit report costs. All other costs shall be claimed through the Department of Social Services, Administrative Expense Claims.

d. Payment by State shall not preclude a subsequent determination that all or a portion of such claims was disallowable. Within sixty (60) days after receipt of notification of a disallowed claim count, the contractor shall either (a) make repayment, or (b) notify the Office of Child Development of an exception to the disallowance.

6. TERMINATION

If funds provided by the Office of Child Development are insufficient for the provision of services by contractor for the entire term of this Agreement, contractor may, at such time as funds are exhausted, terminate its services as directed in the Department Social Service Regulations, Eligibility and Assistance Standards, Division 30 Section 30-302.5, and the Office of Child Development Guidelines.

7. CONTRACTOR RESPONSIBILITIES

The contractor agrees that all acts performed and services rendered under this Agreement shall be pursuant to, and in accordance with, applicable federal and state laws, regulations, guidelines, and standards. The contractor agrees:

a. To develop a County Plan for the purpose of delivering child care and development services in compliance with conditions set forth by the State Department of Social Services Comprehensive Annual Services Program Plan.

b. To provide child care and development services to all eligible children regardless of sex, race, religion, or ethnic background. No program shall be used, in whole or in part, for religious worship or instruction. No funds herein provided may be used for general support of any sectarian school system.

c. To reimburse child care and development services costs defined in Education Code Section 8211 for eligible children of current recipients and income eligible families who qualify for reimbursement under Federal Social Services Regulations and the California Comprehensive Annual Services Program Plan.

d. To provide a payment system for child care and development services to eligible families or child care providers. The system shall include authorizing and processing of child care payments, making Federal Interagency Day Care Requirements (FIDCR) assessments of facilities where care is provided, and other services as necessary to meet the objectives of this Agreement.
e. To submit within 15 days of the end of each quarter a claim on a form provided by the Office of Child Development for all reimbursable expenses paid by contractor the proceeding quarter. (With the exception of the second quarter report, which is due 10 days after the quarter ends.)

f. To maintain a current record of children served and report the total costs paid under this Agreement as required by the State. The record shall include identification of service need, family income group, family public assistance identification numbers, the enrollment and attendance of each child in each type of child care delivery system covered by this Agreement, and other essential data as required by the Office of Child Development.

g. To provide care in the following types of facilities: (check facilities to be used)

(1) Child’s own home-care provided by persons who are directly responsible to the caretaker relative

(2) Licensed group care homes

(3) Licensed family child care homes

(4) Licensed nursery schools, day care, or child development centers

(5) Other (please describe fully)


h. To submit a financial audit to the Department of Education by September 30, 1980, on the child care and development services provided pursuant to this agreement. An audit by the county auditor shall be acceptable.

8. INTERPRETATION OF CONTRACT

In the event of a conflict between the contractor and the State Department of Education regarding the interpretation of the laws and regulations governing this Agreement, the State Department of Education interpretation shall govern. The State Department of Education retains the right to monitor and review records pertaining to the county’s expenditure control and payment system.
9. COMMUNICATIONS

For any communication regarding this Agreement contact:

a. Office of Child Development Assigned Consultant
   State Department of Education
   1500 - 5th Street
   Sacramento, CA 95814
   (916) 322-6241

b. County:  MONROE
   Contact Person:  Arijin Baldwin, Social Worker
   Address:  207 South 7th - Monroe, WA 98272
   Phone:  (206) 666-3600
EXHIBIT A
RULES AND REGULATIONS FOR COUNTY WELFARE DEPARTMENTS

Title XX of the Social Security Act
Title 45 Code of Federal Regulations, Part 228
California Education Code Sections 8200 et. seq.
Office of Child Development Guidelines and any subsequent changes or addenda
Office of Child Development's Family Child Care Agency Assessment
Fiscal Compliance Review (Phase II)
Funding Terms and Conditions for Child Development Programs
Welfare and Institutions Code, Part 2 of Division 9
Federal Interagency Day Care Requirements
EXHIBIT B

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.
A separate budget must be completed and submitted to the Office of Child Development for each type of program, and a copy maintained in agency files. It is understood that this is an estimate that will be subject to periodic changes throughout the term of the contract.

INSTRUCTIONS:

1. Indicate SDE contract amount and the budgeted expenditures in the various account classifications. Total at bottom of Column 1 may not exceed SDE contract amount.

2. Indicate planned expenditures of all budgeted other income including donations, rent subsidy, county child care maintenance of effort, special food reimbursement, fees, or any other income.

3. For contractors operating center and satellite programs, complete two budgets, one budget exhibit for the center based care and one budget for Family Day Care satellites.

Please refer to special State Department of Education Instructions on claiming indirect costs, use allowance, or depreciation.

TYPE OF PROGRAM (Check one only.)

General Child Care
School-Age Parenting
Campus Child Care
Migrant Child Care

Alternative Child Care
(Check one only.)

Center Based Care
Family Day Care
Vendor Payment
Resource and Referral

INCOME SOURCE

Donations
Food Reimbursement
Rent Subsidy
Maintenance of Effort
12.5% Match
(applicable to
campus programs
only)
Parent Fees
Other

SDE CONTRACT AMOUNT

$ 5,738

TOTAL

$ 5,738

MARIPosa Co. dep't OF SOCIAL WELFAre DOES NOT OPERATE A CHILD CARE FACILITY BUT RATHER PAYS VENDORS FOR PROVIDING CHILD CARE SERVICES. (Pre-School and Nursery School for working mothers and/or mothers attending school)

1000 ADMIN. AND TEACHING STAFF--TOTAL
1100 Teachers' salaries
1200 School administrators' salaries
1300 Supervisors' salaries
1600 Physical and mental health personnel salaries
1900 Other salaries

2000 OTHER PERSONNEL--TOTAL
2100 Assistant Teachers' and Aides' Salaries
2200 County Superintendent and School District Classified Salaries
2300 Clerical and Other Office Salaries
2400 Maintenance and Operations Salaries
2500 Food Service Personnel Salaries
2600 Transportation Pers. Salaries
2900 Other Classified Salaries

(1) Child Development program expenditures
(2) Other planned expenditures

$  $
<table>
<thead>
<tr>
<th>Agency</th>
<th>(1) Child Development program expenditures</th>
<th>(2) Other planned expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>3000</td>
<td>EMPLOYEE BENEFITS--TOTAL</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>3100 State Teachers' Ret. System and Annuity Fund</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>3300 Old Age, Surv., Disability, and Health Insurance</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>3410 Health and Welfare Benefits Teachers and Instructional Aides</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>3420 Health and Welfare Benefits for all Other Employees</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>3500 State Unemployment Insurance</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>3600 Worker's Compensation</td>
<td>$</td>
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<tr>
<td></td>
<td>3900 Other Benefits</td>
<td>$</td>
</tr>
<tr>
<td>4000</td>
<td>BOOKS, SUPPLIES AND EQUIPMENT REPLACEMENT TOTAL</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>4100 Textbooks</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>4200 Other Books</td>
<td>$</td>
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<tr>
<td></td>
<td>4300 Instructional Supplies</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>4400 Instructional Media Material and Supplies</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>4500 Other Supplies</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>4600 Pupil Transportation Supplies</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>4700 Food Services</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>4710 Food</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>4790 Other Food Services</td>
<td>$</td>
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<tr>
<td></td>
<td>4800 Equipment Replacement</td>
<td>$</td>
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<tr>
<td>5000</td>
<td>CONTRACTOR SERVICES &amp; OTHER OPERATING EXP--TOTAL</td>
<td>$</td>
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<tr>
<td></td>
<td>5100 Contracts for Personal Service</td>
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<tr>
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<td>5200 Travel, Conference, and Other Expenditures</td>
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<td></td>
<td>5300 Dues and Membership</td>
<td>$</td>
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<tr>
<td></td>
<td>5400 Insurance</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>5410 Property Insurance</td>
<td>$</td>
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<tr>
<td></td>
<td>5420 Liability Insurance</td>
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<td></td>
<td>5430 Fidelity Bond Premium</td>
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<tr>
<td></td>
<td>5440 Pupil Insurance</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>5500 Utilities and Housekeeping Services</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>5600 Contracts, Rents, and Leases</td>
<td>$</td>
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<tr>
<td></td>
<td>5610 Contracts</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>5620 Rents</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>5630 Leases</td>
<td>$</td>
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<tr>
<td></td>
<td>5700 Legal, Election and Audit Expense</td>
<td>$</td>
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<tr>
<td></td>
<td>5710 Legal</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>5730 Audit</td>
<td>$</td>
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<td>6000</td>
<td>SITES, BUILDING, EQUIPMENT--TOTAL</td>
<td>$</td>
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<tr>
<td></td>
<td>6100 Sites and Improvement of Sites</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>6200 Buildings and Improvement of Buildings</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>6400 Instructional Equipment</td>
<td>$</td>
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<tr>
<td></td>
<td>6430 Food Service Equipment</td>
<td>$</td>
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<tr>
<td></td>
<td>6490 All Other Equipment</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Indirect Costs--Approved Restricted Rate</td>
<td>%</td>
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<tr>
<td></td>
<td>Facility/Equipment Use Allowance</td>
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<tr>
<td></td>
<td>Depreciation</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>TOTALS</strong></td>
<td><strong>$ 46,529</strong></td>
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</table>
The Board of Supervisors, Mariposa County, met this 19th day of February, 1980 at 9:05 a.m. with all Supervisors present.

The Minutes of February 8 and 13, 1980, were approved as amended.

On motion of Clark, seconded by Moffitt, the Consent Agenda was approved:
District Attorney employee requests 75 percent advance in amount of $212.38 for travel previously approved-Calif. Family Support Council Annual Training Conf. CETA Project Administrator and one employee, Bimonthly CETA Managers mtg., 2/21/80, Sacramento. Claims as presented by the Auditor:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mountain Counties Air Basin</td>
<td>$1,156.32</td>
</tr>
<tr>
<td>Mariposa Parking Maintenance</td>
<td>496.36</td>
</tr>
<tr>
<td>Dept. of Justice Fund</td>
<td>100.00</td>
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<tr>
<td>Law Library</td>
<td>180.64</td>
</tr>
<tr>
<td>Special Aviation</td>
<td>10,630.13</td>
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<tr>
<td>Title I Admin.</td>
<td>1,337.18</td>
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<tr>
<td>Title IV YETP</td>
<td>113.85</td>
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<td>Services and Training</td>
<td>7,577.20</td>
</tr>
<tr>
<td>Title VI</td>
<td>529.24</td>
</tr>
<tr>
<td>Title II-ABC</td>
<td>114.19</td>
</tr>
<tr>
<td>Title IID PSE</td>
<td>445.33</td>
</tr>
<tr>
<td>SAP Fund</td>
<td>853.14</td>
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<tr>
<td>Don Pedro Sewer Zone</td>
<td>681.56</td>
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<tr>
<td>Don Pedro 1-M</td>
<td>60.00</td>
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<tr>
<td>Yosemite West Maintenance</td>
<td>2,268.65</td>
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<tr>
<td>Coulterville Service Area</td>
<td>1,141.24</td>
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<tr>
<td>Mariposa Pines</td>
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<tr>
<td>General Fund No. 2, Parks &amp; Rec.</td>
<td>3,108.77</td>
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<td>Road Fund</td>
<td>59,947.35</td>
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<tr>
<td>Justice Subvention Fund</td>
<td>748.05</td>
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<tr>
<td>Anti-Recession Operating</td>
<td>105.79</td>
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<tr>
<td>General Trust Fund</td>
<td>1,130.99</td>
</tr>
<tr>
<td>General Fund</td>
<td>88,081.34</td>
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</table>

Glen Power, Senior Assistance Office, discussed repair of radio lines and the establishment of a petty cash fund. On motion of Clark, seconded by Taber, Glen Power to research insurance policy coverage for damage done to radio lines going to Sheriff Dept.; if coverage not available, billing of $127 for repair of lines to be submitted to Board for approval and paid out of General Contingency. On motion of Dalton, seconded by Clark, Auditor to set up a petty cash account for the Senior Assistance Office in the amount of $100.

Welfare Director Lois Lewis discussed Child Development Contract for 1979-80. On motion of Moffitt, seconded by Dalton, Res. 80-34 was passed and adopted authorizing the Board Chairman to execute on behalf of the County the 1979-80 Child Development contract.

Executive Session scheduled for 9:30 a.m. to discuss a legal matter deferred until arrival of new County Counsel.

On motion of Taber, seconded by Dalton, Wally Stoval, Fish Camp, appointed as Planning Commissioner Alternate member; term expires 1/1/83.

On motion of Dalton, seconded by Taber, Auditor directed to draw a warrant in the amount of $4,186 for remaining 40 percent payment of the CSAC Excess Insurance Authority premium.

On motion of Moffitt, seconded by Clark, Res. 80-36 was passed and adopted, appropriating $4500 to Board's Line Item 19; $1850 to Board's Line Item 17.
Chairman directed Supervisor Clark to draft a letter to Central Sierra requesting an inspection of our nutrition site for adequacy.

On motion of Moffitt, seconded by Clark, Road Commissioner directed to install a cattleguard on Cotton Creek Road; applicant, Madeline McGregor, to pay one-half of the cost; monies to come out of Special Road Fund, District 3. Ayes: Moffitt, Clark, Erickson, Taber. No: Dalton.

Road Commissioner William Lincoln discussed Road Dept. matters. On motion of Moffitt, seconded by Taber, Res. 80-37 was passed and adopted, approving the final map for Bridgeport Oaks Subdivision and accepting the Public Utilities Easements. On motion of Moffitt, seconded by Clark, Road Commissioner authorized to execute the agreement for Buckeye Ranch Estates Subdivision deferred improvements; cash deposit required payable to the County of Mariposa in the amount of $1,870; improvements deferred for a maximum of six months from date of agreement. On motion of Dalton, seconded by Taber, Res. 80-38 was passed and adopted, approving the final map for Buckeye Ranch Estates Subdivision and accepting the Public Utilities Easements. On motion of Moffitt, seconded by Clark, Road Commissioner directed to install a stop sign at 5th and Bullion Streets, on Bullion St.

Discussion on mileage to rabies clinics for the County Vet ensued. On motion of Clark, seconded by Moffitt, County Vet is authorized mileage not to exceed 1000 miles for travel to and from rabies vaccination clinics. Ayes: Erickson, Clark, Moffitt. Noes: Taber, Dalton. Clerk to research available budget for expenditures, possibly out of Health Dept. budget.

Planning Commissioner Chairman Barry Brouillette and Planner/Grantman Robert Borchard discussed the Yosemite General Management Plan. Clerk to contact Mr. Binniwies, Park Superintendent, and request he discuss with the Board the General Plan.

Bob Borchard and Larry James discussed remodeling requirements for their building. Additional discussion to take place following research into monies available.

On motion of Clark, seconded by Moffitt, Res. 80-39 was passed and adopted supporting Senator Nejedly's position to strengthen the State's stand on surface mining regulations.

On motion of Clark, seconded by Dalton, Chairman authorized to sign letter to Central Sierra Elderly Assistance requesting an inspection of our nutrition site for adequacy and requesting a letter of intent as to when a nutrition program could be implemented in Mariposa County.

The Board adjourned for lunch at 11:30 a.m. and reconvened in regular session at 1:50 p.m.

Following discussion on animals wearing tags specifying disposition of animal if injured which are picked up by the Small Animal Control Officer, Supervisor Taber directed to get clarification from the Small Animal Control Officer and advise Board.

It was the consensus of the Board that following approval of the Consent Agenda at Board's regular meetings, "District Business" would be brought up, at which time the Board will determine time availability for further discussion, if required.

Public hearing opened to consider the issuance of a Certificate of Convenience and Necessity request from James Walton. Mr. Walton spoke on behalf of granting the Certificate. Public input called for and received; public portion closed. On motion of Dalton, seconded by Taber,
Res. 80-40 was passed and adopted, granting Mr. Walton a temporary Certificate of Convenience and Necessity County-wide with the exception of District 2. Public hearing closed.

On motion of Dalton, seconded by Moffitt, Board adjourned to meet in an Executive Session to discuss a personnel matter of an emergency nature.

On motion of Moffitt, seconded by Clark, Clerk to draft a letter for Chairman's signature to the Dept. of General Services advising them that the County is interested in the possibility of purchasing Guadalupe Lookout surplus State property. Clerk to forward correspondence from Dept. of General Services to Cathey's Valley Volunteer Fire Dept. and Fire Warden John Morrow for comment.

Public Hearing to receive input on the possibility of submitting a letter to Central Sierra Elderly Assistance advising of the possibility that Mariposa County may desire to become part of Merced County Area Agency on Aging opened. Letters from Arlene Vymore and citizens from Coulterville favoring Central Sierra; letters from Gladys L. Starrett opposing alignment with Central Sierra; letter from Glen Power favoring submission of letter advising of possibility that Mariposa County may desire to become part of Merced County; letter from Mr. Gipson, Dept. of Aging regarding County's intent, if desired, to become part of Merced County Area Agency on Aging read into the record. Public input called for and received; public portion of hearing closed. Vote on motion made by Dalton, seconded by Taber, to not include a letter to Central Sierra Elderly Assistance indicating that County may wish to later join Merced Area Agency on Aging held in abeyance pending telephone conversation with Mr. Gipson, Dept. of Aging, in order to clarify future implications of any Board action. Following Supervisors Erickson and Dalton's telephone conversation with Mr. Gipson and ensuing Board discussion Supervisor Taber withdrew her second to previous motion, which then died for lack of a second. On motion of Clark, seconded by Moffitt, Board may wish at some future point in time to consider joining the Merced Area Agency on Aging. Ayes: Clark, Moffitt, Erickson. Noes: Dalton, Taber. Motion passed.

CETA Project Administrator Bethanne Dowlan discussed CETA agreement. On motion of Clark, seconded by Dalton, Chairman authorized to sign CETA Agreement with John C. Fremont Hospital for educational/training services.

Assessor Stephen Dunbar discussed proposals/bids for computer system specifications. On motion of Dalton, seconded by Clark, Chairman authorized to sign on behalf of the County the agreement with Butte County for data processing services. On motion of Dalton, seconded by Clark, Board to attempt during upcoming budget sessions to appropriate necessary funding to support a data processing system; this will be a policy determination made by the Board.

Special Districts Manager Roger McElligott discussed budget items with the Board. On motion of Dalton, seconded by Clark, Res. 80-61 was passed and adopted, amending salary resolution 79-108 to include additional Maintenance Worker I, salary range of 114-190. On motion of Dalton, seconded by Clark, appropriation of $5300 to Solid Waste salaries and $7720 to Solid Waste Equipment Maintenance approved; to be included in Res. 80-36. Personnel Policies and Procedures Committee to review request from Special Districts Manager re hiring of additional Maintenance Worker I and advise Board.

Supervisor Clark excused for remainder of meeting due to County business.

Supervisor Dalton to prepare a resolution for Board's review establishing a Coulterville County Service Area No. 1 Advisory Committee and disbanning the Coulterville Ad Hoc Committee.

County Counsel Ralph Campbell agreed to continue employment until 3/21/80.

Letter from Calif. Dept. of Aging to Senior Assistance Office read regarding receipt of January Senior Assistance Funds. read into the record and became part of the record.

On motion of Moffitt, seconded by Dalton, the Board adjourned at 7:05 p.m. to meet in Administrative Practices Session on Monday, February 25, 1980.

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

JOAN J. LYNN
Clerk of the Board
February 8, 1980

Mr. Glen R. Power, Director
Senior Assistance Program
Post Office Box 774
Mariposa, CA 95338

Dear Glen:

Thank you for writing and enclosing the Merced Sun Star news clipping regarding your January request for funds. Neither the Senior Assistance Program nor Supervisor Carroll Clark can be held responsible for the delay in receiving January's funds. Under ideal circumstances, projects should anticipate a cycle of at least 15-20 days. Unfortunately, at the time the request was received in our department the State Controller's Office was experiencing approximately a three-week delay which in some instances resulted in four weeks to completely process Requests for Funds.

Please accept our apologies for the inconvenience you experienced. Should this occur again contact me at 916/322-0790 and I'll attempt to speed up the process.

Sincerely,

Edith Shea
Analyst
Grants Management III
916/322-0790

ER:

Chairman Eric:

Since appropriation was made against me as Supervisor on the bill of the $1,000.00, I would request that information #9 be read in to the record and the letter be part of the appendix and attached to the minus it needs not be published in the news.
AGREEMENT

THIS AGREEMENT made and entered into this __________ day of __________, by and between Mariposa County __________, hereinafter referred to as customer and the COUNTY OF BUTTE, hereinafter referred to as Butte,

WITNESSETH:

WHEREAS, Butte has data processing equipment which is adaptable to the needs of customer; and

WHEREAS, Butte desires to provide the data processing services to take care of the needs of customer,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN Butte and customer that:

Butte agrees to furnish property tax processing, voter registration, juror selection lists and related reports

by use of data processing equipment located in the County of Butte for customer on the following terms and conditions:

1. The charges for the services provided shall be:

   a. Charges for all services rendered will be based on rates as approved by the Butte County Board of Supervisors, or other costs incurred for the services to be provided in accordance with this agreement. These rates may vary under cost accounting methods and procedures as set forth for Intragovernmental Services Funds, as provided in the California Administrative Code.

Charges shall be the actual cost of services as developed by the Butte County Auditor under standard cost accounting procedures for Intragovernmental Service Funds as prescribed by the California
b. All costs incurred by Butte for services rendered to Customer, other than costs incurred for the services detailed herein, shall be billable to Customer under the same rates and cost accounting methods and procedures as provided for in Item a, above.

c. Billing will be made on or about the tenth of the month following the month in which costs were incurred or services rendered.

d. Any forms unique to the Customer will be the obligation of the Customer.

2. It is understood that Butte contracts with the firm of Systems and Computer Technology Corporation for data processing facilities management. In recognition of the nondisclosure covenant between Butte and SCT, Customer hereby agrees not to use, sell, market or otherwise disclose any information concerning the SCT Systems which would enable any person, firm, corporation or institution to develop, duplicate or otherwise utilize the SCT Systems.

4. Prior to the date on which this service commences, Customer will provide the initial information required by Butte with sufficient time for Butte to provide the services.

5. Butte undertakes to process within the time provided for herein or by applicable law, the information which Customer furnishes, unless prevented from so doing by causes beyond Butte's immediate control including power failures, breakdown of equipment, strikes, walkouts, unavailability of supplies, and acts of God, provided that Customer has furnished it in a timely manner.
6. It is understood that all actions taken hereunder by Butte will be
based upon information furnished by Customer, and Customer hereby agrees to
save and hold Butte harmless against any claims of whatever nature and by
whomever made that may be made against Butte as a result of its acting upon the
information so furnished by Customer. Notwithstanding anything to the contrary
herein, if re-processing is required because of erroneous information or data
being supplied to Butte, the cost of said re-processing shall be borne by
Customer. Butte's sole liability under the agreement shall be to replace,
repair, reconstruct or redevelop any service, system, program or work product
furnished by, provided to or used by Butte pursuant to this Agreement which is
destroyed, lost, damaged or injured as a result of the sole failure by Butte,
its agent, servants, or employees who exercise reasonable care in performance of
this Agreement. Customer shall be responsible for providing backup to its own
systems, programs and input supplied to Butte pursuant to this Agreement. In
no event will Butte be liable for (a) any damage arising from its performance,
or non-performance caused by Customer's failure to perform or (b) for any
consequential or special damages or injuries sustained by Customer or any third
parties, including but not limited to, loss of profits, any damages or injuries
resulting from an interruption in, loss of, use of or malfunction of any
service, system, program or equipment. THE FOREGOING WARRANTIES ARE IN LIEU OF
ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,
IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Nothing contained herein shall be deemed to relieve Customer of any
duty which may be imposed by state or federal law on Customer to maintain
records regarding his business or his employees.

3. This service shall commence on or about the
and shall continue indefinitely, but may be terminated by Customer upon
sixty (60) days written notice to Butte, provided all service charges shall
have been paid in full by such effective termination date, or by Butte upon
sixty (60) days written notice to Customer.

9. All data maintained for Customer by Butte shall remain the property
of Customer. Should Customer elect to take possession of said data upon
termination of this Agreement by either party, Butte shall furnish to Customer
said data, upon reimbursement, at actual cost of expenses incurred in the
transmission of said data to Customer and/or copying of said data for Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by
their officers thereunto duly authorized as of the day and year first above
written.

COUNTY OF BUTTE

By________________________

By________________________

Approved as to form:
BUTTE COUNTY COURSE'S OFFICE

[Signature]
[Title]
CETA AGREEMENT
FOR
EDUCATIONAL/TRAINING SERVICES
(Comprehensive Employment & Training Act of 1973)

The Mariposa County Employment and Training Office (hereinafter MCETO) and the John C. Fremont Hospital hereby enter into this Agreement this 5th day of February, 1980 in the County of Mariposa to provide Educational/Training Services to eligible individuals referred by MCETO. The parties hereby agree:

1. The term of this Agreement is from 1 February 1980 through 19 March 1980.

2. The Contractor shall provide educational/training services in accordance with the Training Schedule set forth in paragraph #10.

3. The MCETO will pay an allowance of $3.10 an hour to all CETA Participants who attend the classes. Books and training materials will also be paid for by the MCETO.

4. It is the responsibility of the John C. Fremont Hospital Home Health Agency to keep accurate time and attendance records for CETA Participants to be submitted to the MCETO on a Bi-weekly basis.

5. John C. Fremont Hospital shall maintain the confidentiality of any information regarding participants or their immediate families which may be obtained through application forms and interviews.

6. John C. Fremont Hospital may terminate any participant with good cause, but in such case, shall notify the MCETO prior to termination or notice of termination, whichever occurs first.

7. MCETO retains the right to observe and monitor the services provided pursuant to this Agreement including, but not limited to, the right to inspect the premises where participants are trained.

8. To be valid and binding, alterations or variations of the terms of this Agreement must be in writing, signed by the parties hereto. There are no oral understandings or agreements not incorporated herein.
9. The parties to this Agreement shall abide by the provisions of the attached Assurances identified as Exhibit A, which is incorporated in and becomes a part of this Agreement.

10. Training Schedule:

A. Name and address of training facility:
   John C. Fremont Hospital District
   Home Health Agency
   Hospital Road, Mariposa, CA 95338

B. Title of Course:
   Home Health Aide Training Course

C. Days and Hours of instruction (daily, weekly, and total):
   Hours per day 4, Days per week 5, Total no. weeks 7
   Hours of daily attendance 8:00 a.m. to 12:00 noon

D. Curriculum (may be attached): (See attached)

E. Level of competency at end of training: State of California
   Certificate for Home Health Aide.
Furthermore, as a duly authorized representative of the applicant, I certify that the information provided in this proposal is correct and that John C. Fremont Hospital is fully capable of fulfilling its obligation under the proposal as stated herein.

Mamie Iandiorio, Chairperson
Name & Title: Board of Directors
John C. Fremont Hospital District

[Signature]

Eric Erickson
Chairman, Board of Supervisors
Name and Title

[Signature]

Box 216
Mariposa, CA 95338
Agency Address

January 31, 1980
Date

Mariposa Co. Employment and Trcn
P. O. Box 1915, Mariposa
Agency Address

Date
EXHIBIT A

ASSURANCES

A. The Contractor assures that:

1. It will comply with the requirements of CETA and with the regulations and policies promulgated thereunder; and

2. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under CETA.

3. If the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them or will notify EDD within 30 days after promulgation of the amendments or revision that it cannot so conform.

4. It will comply with Title VI of the Civil Rights Act of 1964, and in accordance with Title VI of the Act, no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

5. It will comply with Title VII of the Civil Rights Act of 1964 which prohibits employment discrimination where (1) the primary purpose of a contract or subcontract is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the activity aided pursuant to this contract.

6. No person with responsibilities in the operation of any program under the contract will discriminate with respect to any program client or any applicant for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs.

7. It will comply with the provisions of the Hatch Act, if applicable, which limits the political activity of employees.
8. Appropriate standards for health and safety in work and training situations will be maintained.

9. Conditions of training are appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant.

10. Training will not be for any occupation which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation.

11. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient.

12. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.
HOME HEALTH AIDE PROGRAM

UNIT I (4 hours)

1. Welcome to course (½ hr)

2. Give overview (½ hr)

3. Objective (3 hrs)

   A. Overall objective of course

   B. Definition, function & responsibilities as part of team

   C. Employing Agency policies
HOME HEALTH AIDE PROGRAM

Unit II (20 hrs) Interpretation of Medical and Social Need of People Being Served

1. Objective: Understanding illness and aging

A. Description of disease (4 hrs)

1. Physical changes

2. Body reacts to impairment

3. Body reacts to trauma/infection

B. Social/psychological impact illness/aging

2. Objective: Understanding a sign of change and reporting (6 hrs)

A. Physical Hazards

3. Objective: Understand personal adjustment o illness/disability (7 hrs)
Unit III Personal Care Services (70 hrs)

1. Overall objective: Develop skills in personal service (1 hr)

   Objective 1: Safe & comfortable environment in bedroom (1 hr)

2. Prevent accidents (1 hr)

3. Body mechanics (4 hrs)

Objective 2: Develop skills personal hygiene to bedridden (20 hrs)

1. Wash hands (½ hr)

2. Put on apron (½ hr)

3. Assemble equipment (1 hr)

4. Give mouth care

5. Bed Bath (8 hrs)

6. Back care (4 hrs)

7. Care of Feet (2 hrs)

8. Care of Hair (2 hrs)
Unit III  Personal Care Services (continued)

Objective 3: Safe and comfortable bed (10 hrs)

Objective 4: Use of bedpan and urinal

Objective 5: Helping person in bed to eat (4 hrs)

Objective 6: Assist patient in self-care activities (14 hrs)

1. Getting in and out of bed (3 hrs)

2. Assist with tub bath (3 hrs)

3. Help person to walk (4 hrs)

4. Dressing and undressing (1 hr)

5. Methods of improvising in home (2 hrs)
UNIT IV (16 hrs) Food for the Patient at Home

Section I: The Meaning of Food (1 hr)
1. Content
2. Methodology

Section II: Food and Nutrition (3 hrs)
1. Content
2. Methodology

Section III: Meal Planning (3 hrs)
1. Content
2. Methodology

Section IV: Food Management (5 hrs)
1. Content
2. Methodology

Section V: Therapeutic Diets (4 hrs)
1. Content
2. Methodology
UNIT V (10 hrs) Cleaning and Care Tasks in the Home

Objective: (1 hr) Define cleaning and care tasks

Providing a safe environment (2 hrs)

General cleaning (4 hrs)

Handling and storing of dishes, food and utensils (2 hrs)

Handling of Laundry (1 hr)
<table>
<thead>
<tr>
<th>Date</th>
<th>Title</th>
<th>Activities</th>
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<tbody>
<tr>
<td>Mar 4</td>
<td>1. Introduction to Nutrition</td>
<td>2. Understanding protein structure and function</td>
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<td>Mar 7</td>
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<td>2. Understanding carbohydrate structure and function</td>
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<td>Mar 14</td>
<td>1. Introduction to Nutrition</td>
<td>2. Understanding lipid structure and function</td>
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<tr>
<td>Mar 16</td>
<td>1. Introduction to Nutrition</td>
<td>2. Understanding mineral structure and function</td>
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<td>Mar 21</td>
<td>1. Introduction to Nutrition</td>
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</tr>
<tr>
<td>Mar 28</td>
<td>1. Introduction to Nutrition</td>
<td>2. Understanding vitamins structure and function</td>
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<td>Apr 25</td>
<td>1. Introduction to Nutrition</td>
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<td>May 2</td>
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**UNIT II**

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<tr>
<td>11</td>
<td>Handling &amp; storing of dishes, food &amp; utensils</td>
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<td>12</td>
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<th>UNIT VI</th>
<th>3. Food Management (Unit II)</th>
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<tr>
<td>15</td>
<td>Food Planning &amp; Nutrition (Unit II)</td>
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| 23     | Field |       |
| 24     | Field |       |
| 25     | Field |       |
AGREEMENT

This agreement made and entered into this ______ day of ______, by and between Mariposa County __________, hereinafter referred to as Customer and the COUNTY OF BUTTE, hereinafter referred to as Butte,

WITNESSETH:

WHEREAS, Butte has data processing equipment which is adaptable to the needs of customer; and

WHEREAS, Butte desires to provide the data processing services to take care of the needs of customer,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN Butte and Customer that:

Butte agrees to furnish property tax processing, voter registration, juror selection lists and related reports
by use of data processing equipment located in the County of Butte for customer on the following terms and conditions:

1. The charges for the services provided shall be:
   a. Charges for all services rendered will be based on rates as approved by the Butte County Board of Supervisors, or other costs incurred for the services to be provided in accordance with this agreement. These rates may vary under cost accounting methods and procedures as set forth for Intragovernmental Services Funds, as provided in the California Administrative Code.
   Charges shall be the actual cost of services as developed by the Butte County Auditor under standard cost accounting procedures for Intragovernmental Service Funds as prescribed by the California
Administrative Code. Butte will notify the customer periodically of current rates.

b. All costs incurred by Butte for services rendered to Customer, other than costs incurred for the services detailed herein, shall be billable to Customer under the same rates and cost accounting methods and procedures as provided for in Item a. above.

c. Billing will be made on or about the tenth of the month following the month in which costs were incurred or services rendered.

d. Any forms unique to the Customer will be the obligation of the Customer.

2. It is understood that Butte contracts with the firm of Systems and Computer Technology Corporation for data processing facilities management. In recognition of the nondisclosure covenant between Butte and SCT, Customer hereby agrees not to use, sell, market or otherwise disclose any information concerning the SCT Systems which would enable any person, firm, corporation or institution to develop, duplicate or otherwise utilize the SCT Systems.

3. Butte will furnish Customer with instructions in which will be stated the standards and procedures and performance dates required by the Customer.

4. Prior to the date on which this service commences, Customer will provide the initial information required by Butte with sufficient time for Butte to provide the services.

5. Butte undertakes to process within the time provided for herein or by applicable law, the information which Customer furnishes, unless prevented from so doing by causes beyond Butte's immediate control including power failures, breakdown of equipment, strikes, walkouts, unavailability of supplies, and acts of God, provided that Customer has furnished it in a timely manner.
6. It is understood that all actions taken hereunder by Butte will be
based upon information furnished by Customer, and Customer hereby agrees to
save and hold Butte harmless against any claims of whatever nature and by
whomever made that may be made against Butte as a result of its acting upon the
information so furnished by Customer. Notwithstanding anything to the contrary
herein, if re-processing is required because of erroneous information or data
being supplied to Butte, the cost of said re-processing shall be borne by
Customer. Butte's sole liability under the agreement shall be to replace,
repair, reconstruct or redevelop any service, system, program or work product
furnished by, provided to or used by Butte pursuant to this Agreement which is
destroyed, lost, damaged or injured as a result of the sole failure by Butte,
its agent, servants, or employees who exercise reasonable care in performance of
this Agreement. Customer shall be responsible for providing backup to its own
systems, programs and input supplied to Butte pursuant to this Agreement. In
no event will Butte be liable for (a) any damage arising from its performance,
or non-performance caused by Customer's failure to perform or (b) for any
consequential or special damages or injuries sustained by Customer or any third
parties, including but not limited to, loss of profits, any damages or injuries
resulting from an interruption in, loss of, use of or malfunction of any
service, system, program or equipment. THE FOREGOING WARRANTIES ARE IN LIEU OF
ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,
IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. Nothing contained herein shall be deemed to relieve Customer of any
duty which may be imposed by state or federal law on Customer to maintain
records regarding his business or his employees.
8. This service shall commence on or about the __________ day of__________.
and shall continue indefinitely, but may be terminated by Customer upon sixty (60) days written notice to Butte, provided all service charges shall have been paid in full by such effective termination date, or by Butte upon sixty (60) days written notice to Customer.

9. All data maintained for Customer by Butte shall remain the property of Customer. Should Customer elect to take possession of said data upon termination of this Agreement by either party, Butte shall furnish to Customer said data, upon reimbursement, at actual cost of expenses incurred in the transmission of said data to Customer and/or copying of said data for Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized as of the day and year first above written.

COUNTY OF BUTTE

By____________________________________

____________________________________

____________________________________

Approved as to form:

BUTTE COUNTY COMMISSIONER'S OFFICE

By ________________________________

____________________________________

APPROVED
Lynne Robinson, Clerk of the Board
Mariposa County
P. O. Box 247
Mariposa, CA 95338

Dear Ms. Robinson:

A new agreement for data processing services is enclosed for approval by Mariposa County.

The previous agreement with Mariposa County was signed in 1970 and has over the years become outdated. Therefore, the purpose of this new contract is to merely update our current contractual understandings.

Fiscal control of these services will remain with you, as it has been in the past, through monthly billings for services rendered as prescribed in Section 1(c) of the contract. Our current rates for data processing services are as follows:

- Systems and computer programming: $20.00 per hour
- Computer: 7.50 per minute
- Key punch and/or verify: 17.50 per hour
- Disc: .0003 I/O access
- Tape: .0005 I/O access
- Printer: .0005 per line
- Reader: .0030 per card
- Punch: .03 per card

Please be advised that the above rates are subject to adjustments as operating expenses and total usage fluctuates.

Thank you for your attention to this matter. If I can be of any assistance, please feel free to contact me.

Very truly yours,

[Signature]
Clifton C. Mickelson
County Administrative Officer

CCM/SM/rd
Enclosure
The Board of Supervisors, Mariposa County, met this 25th day of February, 1980, at 9:10 a.m. with Supervisors Erickson, Moffitt, Clark, and Taber present. Supervisor Dalton excused.

Discussion ensued with 1979-80 Grand Jury Members and Auditor-Recorder Barbara Saye regarding implementation of the recommendations of the joint Grand Jury/Board of Supervisors audit completed by Bartig, Basler, and Ray. Following Auditor's research of estimated amounts of interest which would be earned by daily or weekly deposits with the Auditor versus present monthly deposits by the departments. Board to review information and make determination on receipt procedure for County Departments.

The Board adjourned at 11:45 a.m. and reconvened at 2:10 p.m. Supervisors Dalton and Moffitt excused from afternoon session.

Mental Health Director Jerry Wengerd discussed the FY 1980-81 Mental Health Plan for Mariposa County. Clerk to prepare a proposed resolution for Board review on March 4, 1980, approving the FY 1980/81 Mental Health Program description.

Planner/Grantsman and Space Needs Architect representatives Ohlinger, Larsen, and Hill discussed space needs with the Board. The Board was advised by the architects that proposed future space needs would be presented in writing to the Board for further discussion.

The Board adjourned at 4:40 p.m. to meet in regular session on Tuesday, February 26, 1980, at 9:00 a.m.

[Signature]
ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

[Signature]
Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 26th day of February, 1980, at 9:00 a.m., with all Supervisors present.

The Board stood for the pledge of allegiance.

The Minutes of February 19, 1980, as amended, were approved.

On motion of Taber, seconded by Moffitt, the Consent Agenda was approved: Justice Court Judge Egon Mueller requests travel to Indian Wells, 3/28-30, Municipal and Justice Courts Workshop. Approval of $100 appropriation for Senior Assistance Office petty cash fund to be included in Res. 80-36. Approval for accumulation of 35 vacation days for Deputy Clerk of the Board Barbara Knell. Approval of vacation request for June 23, 1980 - Clerk of the Board. Minutes of 2/19/80 corrected to include letter from CDA to Sr. Assistance Office re January's Sr. Assistance funds. Clerk of the Board annual salary increase approved, as prepared by Chairman Erickson

District Business discussed. Supervisor Taber requested that future ordinances, when approved, be posted on the Courthouse bulletin board.

Notice of Intention to Sell Tax Deeded property deferred pending further clarification from Tax Collector.

On motion of Moffitt, seconded by Clark, Denny Whitney appointed to replace Denny Whitney, and Florence Owen reappointed to the Alcohol Advisory Board; terms expire 1/31/83.

On motion of Clark, seconded by Moffitt, Chairman authorized to sign the request for Annual Grant of California Aid to Airports Program (CAAP) Funds in the amount of $5,000.

On motion of Dalton, seconded by Clark, Board will consider an unscheduled request from CETA Project Administrator re request for a loan. Auditor Barbara Saye discussed CETA's request with the Board. On motion of Dalton, seconded by Moffitt, Res. 80-42 was passed and adopted, transferring $35,115 to CETA budget as a loan to Mariposa County Employment and Training Office for March 1980 expenditures; monies to be replaced upon receipt of funds from Calif. Balance of State, Subgrant #8567-Modification No. 1.

Auditor Barbara Saye discussed the schedule for FY 80-81 County budgets. Auditor to prepare new budget form for completion by department heads prior to department head budget discussions with the Board; when department budgets approved, Auditor to compile in the form of preliminary budget. Auditor to develop schedule in order for Board to begin reviewing department budgets around May 1. Policies and Procedures Committee to review and make recommendation to Board on requests from Department Heads for salary changes, additional personnel, etc.

Planner/Grantsman Robert Borchard discussed Prop. 4 and Prop. 9 as they relate to financial impact on the County.

Road Commissioner William Lincoln discussed Road Dept. matters. On motion of Dalton, seconded by Moffitt, Chairman authorized to sign amended claim for Annual Transportation funds in the amount of $7,886.87 for FY 1978-79. Set back requirements discussed and it was stated that the Town Planning Council has included this item in its Plan.

Planning Commission Chairman Barry Brouillette presented the items the Planning Commission wish to discuss with the Board during the joint meeting scheduled for March 3, 1980.
Discussion ensued with Planner/Grantsman Robert Borchard re alterations to Building and Planning building. Supervisors Clark, Taber, and Moffitt to make recommendations to the Board regarding required repairs to the building. On motion of Dalton, seconded by Moffitt, continued public hearing on LDA 862, Marius Nelson, et al set for March 11, 1980, 3:00 p.m. Discussion on proposed resolution amending Williamson Act contract to be continued to afternoon session.

The Board adjourned for lunch at 12:15 p.m. and reconvened in regular session at 2:05 p.m.

Appeal hearing opened on Stockton Creek Grading Permit Denial for Mr. & Mrs. Gale. Robert Borchard presented the reasons for the denial. Thomas Weidner, representing Mr. & Mrs. Gale spoke on behalf of granting the permit. On motion of Dalton, seconded by Taber, Board upheld the denial of the Stockton Creek Grading Permit on the basis that it would not be in the best interest of the watershed area. Ayes: Erickson, Dalton, Clark, Taber. No: Moffitt. Chairman directed Robert Borchard to prepare Findings of Fact for Board review.

Mental Health Director Jerry Wengert and Auditor Barbara Saye discussed Mental Health budget transfers.

Chairman opened public hearing to review Ag Preserve applications; establishment of Ag Preserve and Exclusive Zone and continued public hearing until such time as matter being presently discussed with Jerry Wengert and Auditor is completed.

On motion of Clark, seconded by Moffitt, transfer to $1102.91 from Advisory Board to Benefits and transfer of $397.09 from Advisory Board to Special Departmental approved for Mental Health budget; to be included in Res. 80-42. Transfer request of $9700 from County overhead to Special Departmental to be held until further clarification received.

Discussion took place on proposed resolution amending the Williamson Act Contract form. On motion of Clark, seconded by Moffitt, Res. 80-43, as amended, was passed and adopted, amending the Williamson Act Contract form. Ayes: Clark, Moffitt, Taber, Erickson. Abstain: Dalton, qualified his abstaining vote.

Joint Public Hearing with the Planning Commission continued to review Ag Preserve Applications; establishment of Ag Preserve and Exclusive Zone. County Counsel ruled that a quorum of the Planning Commission would not be required due to the fact that the Planning Commission had earlier made its recommendation to the Board. Planning Commission Chairman recommended the amendment of the Agricultural Reserve Map now recorded, and establish an Ag Preserve on Applications No. 79-1, Richard Dennis Hill, and Application No. 79-2, Georgene McGregor Baxter; establishment of Ag Exclusive zoning on subject properties; authorization for Board Chairman to sign the Ag Preserve contracts. Due to Planning Commission quorum not present, Chairman requested the Planning Commission at its next meeting ratify the Planning Commission Chairman’s recommendations. Public portion opened; input called for; none received; public portion closed. On motion of Clark, seconded by Taber, Res. 80-44 was passed and adopted, amending and accepting Applications No. 79-1 and 79-2 for Agricultural Preserves. On motion of Clark, seconded by Taber, Res. 80-45 was passed and adopted, adopting the Mariposa County Ag Preserve Map and authorizing Map be filed with County Recorder. On motion of Moffitt, seconded by Clark, Ord. 534 was introduced and first reading waived, amending Ord. 3566 to include Assessor's Parcel Number 08-060-06 and 07-100-11 in the Ag Exclusive Zone. On motion of Clark, seconded by Taber, Chairman authorized to sign Agricultural Preserve Contracts 79-1 and 79-2. Public hearing closed.
On motion of Dalton, seconded by Clark, Res. 80-46 was passed and adopted, authorizing CETA Project Administrator Bethanne Dowlan to appear on behalf of the County in Small Claims Court for a CETA Matter.

On motion of Dalton, seconded by Clark, Public Hearing scheduled for March 18, 1980, 2:00 p.m. to consider the formation of the Lake Don Pedro Community Services District.

On motion of Dalton, seconded by Moffitt, Res. 80-47 was passed and adopted, declaring participation in Law Enforcement Assistance Program.

Supervisor Taber to prepare a resolution for Board's review establishing a Yosemite West Advisory Committee.

Supervisor Erickson discussed communications he had with Congressman Coelho's office re BLM, off-road vehicle designation. On motion of Dalton, seconded by Taber, Chairman authorized to prepare a letter to Congressman Coelho and other interested parties, informing of Board's position on the BLM off-road vehicle designation. On motion of Moffitt, seconded by Dalton, Chairman to communicate with Congressman Coelho regarding disposition of BLM lands within Mariposa County.

On motion of Clark, seconded by Moffitt, Res. 80-48 was passed and adopted, advising Central Sierra Elderly Assistance and Calif. Dept. of Aging that Mariposa County may wish at some future point in time to consider joining the Merced Area Agency on Aging; letter also be be written to CSEA regarding the aforementioned. Ayes: Erickson, Moffitt, Clark. Noes: Taber, Dalton.

Supervisor Dalton requested the Board review a proposed resolution at its meeting of March 4, 1980, establishing the Coulterville County Service Area No. 1 Advisory Council which will replace the existing Coulterville Ad Hoc Committee.

On motion of Clark, seconded by Moffitt, Board adjourned at 4:50 p.m. to meet in Administrative Practices Session on Monday, March 3, 1980, 9:00 a.m.

ATTEST:

ERIC J. ERICKSON, Chairman
Board of Supervisors

ERI J. ERICKSON

CLERK OF THE BOARD
REQUEST FOR ANNUAL GRANT OF CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP) FUNDS
AND CERTIFICATION OF ELIGIBILITY
(Sections 21681-21684, Public Utilities Code)

Request and Eligibility Certification

I hereby request an Annual Grant of CAAP Funds from the State Aeronautics

Account in the amount of $ 5,000.00 for expenditure solely on Mariposa-

Yosemite Airport  State Airport Permit # 22-1

(Airport Name)  County of Mariposa

I certify said sponsor,  Public Entity as defined in PUB. 21681(d)

meets the eligibility requirements of Article 2 of the CAAP Regulations.

It is further certified that the annual grant funds will be maintained and
expended in accordance with the requirements of the State Aeronautics Act
of the Public Utilities Code and the CAAP Regulations. Furthermore, certification
is made that the Airport meets the Approach Protection requirements as
defined in Section 4058 of the California Aid to Airports Program Regulations
and the required documentation is available for inspection.

I declare under penalty of perjury that the foregoing is true and correct,
and I am authorized by the Public Entity to make this application, for CAAP
funds.

Executed at Mariposa, CA, on this 26th day of February, 1980.

Signature
ERIC J. ERICKSON
CHAIRMAN, BOARD OF SUPERVISORS
Typed Name and Title

Financial Certification

A SPECIAL AVIATION FUND has been established with a separate account for said
airport in accordance with Public Utilities Code 21684. The present balance
of State Annual grant funds in this account is $12,423.35. Disbursements
from this account will only be made in accordance with Public Utilities Code,
Section 21681(f), and the CAAP Regulations.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Mariposa, CA, on this 26th day of February, 1980.

Original and two copies must be
signed and returned to:

Division of Aeronautics
1120 N Street
Sacramento, CA 95814

Authorised Finance Officer/Signature
BARBARA P. SAYE
AUDITOR-RECORDER
Typed Name and Title

(PILING DEADLINE - March 1, ANNUALLY)

DA 7 - Rev. 8/77 - 16.
The Board of Supervisors met in Administrative Practices Session this 3rd day of March, 1980, at 9:10 a.m. with Supervisors Erickson, Clark, Moffitt and Taber present. Supervisor Dalton excused for County business.

Discussion took place with Auditor Barbara Saye regarding the proposed budget form to be used during 1980-81 budget sessions. Budget form to be amended as discussed and forwarded to Department Heads along with a letter of explanation for completion prior to budget sessions.

Discussion ensued with Auditor regarding the handling of money by departments. It was the consensus of the Board that departments will close out existing bank accounts, except those required by law; departments will take receipts to Auditor where receipt will be completed and department heads will take to Treasurer. Deposits will be done on a weekly basis when deposits are in excess of $50; otherwise, monthly deposits. When $500 is taken in by a department, deposit will be made immediately.

Bob Borchard and John Anderson discussed the proposed OEDP Committee organization resolution. Board to give direction to Bob Borchard at its regular meeting of March 4th to begin work on updating the OEDP Plan.

Board to review the proposed resolution with OEDP Committee representatives at its Administrative Practices Session of March 10, 1980, 2:00 p.m.

Ed Vegim and Robert Keller requested the Board request of the Park Service that the proposed sewer plan include capacity and provisions for private hook-ups in Wawona and Fish Camp. During Board's regular meeting of March 4th, Board to direct Planner to prepare letter to Regional Water Quality Control Board indicating interest in the Clean Water grants for Wawona and Fish Camp subject to feasibility study by the County and request higher priority be given to proposed projects.

The Board adjourned for lunch at 12:20 p.m. and reconvened at 2:05 p.m.

Meeting with the Planning Commission took place. Review of zoning ordinances to be made to ascertain if they incorporate usage of lighted signs in the County. Planning Commission to prepare alternatives for multi-family dwellings with respect to density for Board's review. Yosemite Park Management Plan and the General Plan update discussed. It was the consensus of the Board that an Ordinance regarding gift deeding was not required since it was covered in our General Plan.

The Board adjourned at 5:25 p.m. to meet in regular session on Tuesday, March 4, 1980, 9:00 a.m.

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 4th day of March, 1980, at 9:10 a.m. with all Supervisors present.

Supervisor Dalton advised the Board that due to mail delivery, he had not received his agenda material.

The Minutes of February 25 and 26, 1980, were approved.

On motion of Clark, seconded by Moffitt, the Consent Agenda was approved: Approval of change in Article III. Section 1 of Area Planning Body's By-Laws. Purchase of filing cabinet for CETA; monies approved in grant funds. Three CETA employees, Grant Management System Workshop, Fresno, 3/11-13/80; requests 75 percent advance - $56.25, $78.75, $48.75. Assessor, Modesto, 3/10-12/80, Assessor's Assoc. Mtg. Ag Inspector II travel: 3/19, Aphid and Mite Workshop, Madera; 3/20/80, Egg Workshop, Merced. Ayes: Erickson, Moffitt, Clark, Taber. Abstain: Dalton

William Abbott, Office of Planning and Research, and Edna Walz, Attorney General's office, discussed the County's General Plan.

Following discussion with Building & Grounds Supt. Craig McDonald, direction was given to Craig McDonald to request a contractor review the Courthouse heating unit repairs with the Board at its meeting of March 11.

Space needs for Coulterville reviewed with Planner Robert Borchard and Assessor Stephen Dunbar. Motion made by Dalton to authorize Planner to pursue negotiations for a trial six-month lease with Chuck Shirley for Coulterville office space withdrawn due to lack of a second.

On motion of Moffitt, seconded by Clark, Planner directed to work with OEDP Committee to develop the 1980 update on the existing OEDP Plan.

On motion of Clark, seconded by Moffitt, Planner authorized to prepare letter to Regional Water Quality Control Board indicating interest in the Clean Water grants for Wawona and Fish Camp subject to feasibility study by the County, and request higher priority be given to proposed projects.

Planning Commission Chairman Barry Brouillette discussed Board's meeting with AG and OPR representatives re the General Plan.

On motion of Clark, seconded by Taber, Ord. 535 was introduced and first reading waived, amending Ord. 387 to reflect correct meeting payment schedules for Planning Commissioners.

On motion of Moffitt, seconded by Taber, Board to discuss billing from Chinello, Chinello, Shelton & Auchard re Standen and McLean vs County of Mariposa. On motion of Moffitt, seconded by Clark, billing from Chinello, Chinello, Shelton & Auchard in the amount of $1,995.43 for services rendered in the Standen v. County of Mariposa, File No. 96-400644 approved for payment.

On motion of Clark, seconded by Taber, second reading of Ord. 534 was waived, and Ord. 534 was passed and adopted, amending Ord. 366 to include Assessor's Parcel Number 08-060-06 and 07-100-11 in the Ag Exclusive Zone.

On motion of Moffitt, seconded by Clark, request from Sheriff for bill from Mariposa Glass in the amount of $267.42 for a broken windshield approved; monies to come out of Vehicle Property Damage Fund.

On motion of Moffitt, seconded by Clark, Hal Weber appointed to the Alcohol Advisory Board replacing Pastor Neil Berry; term expires 1/31/81.
Mental Health matters discussed with Mental Health Director Jerry Wengert. On motion of Moffitt, seconded by Clark, Res. 80-49 was passed and adopted transferring $9700 from Mental Health County Overhead to Special Departmental. On motion of Moffitt, seconded by Taber, Res. 80-50 was passed and adopted, as amended, approving the FY 1980-81 Mental Health Program description, Phase I. Ayes: Erickson, Moffitt, Clark, Taber. Abstain: Dalton due to not being present during 2/25/80 discussion

On motion of Moffitt, seconded by Taber, permit fees waived for building, plumbing, electrical, mechanical, and health for Tuolumne Rural Indian Health Housing Rehab. Project.

On motion of Clark, seconded by Moffitt, Res. 80-51 was passed and adopted, approving Notice of Intention to Sell Tax-Deeded Property, parcel number 013-19-0-022-0.

On motion of Moffitt, seconded by Clark, Sheriff authorized to negotiate for sale of 1972 Dodge Polara due to fact that no bids received; Sheriff to first contact departments to ascertain if another department could use vehicle.

On motion of Dalton, seconded by Clark, Auditor directed to draw a warrant in the amount of $1198.50 to Chinello, Chinello, Shelton & Auchard for services rendered in Susan von Reidenback v. Board of Supervisors, Superior Court Action 5605.

On motion of Dalton, seconded by Moffitt, published Board minutes will reflect the maker and second of all motions; no vote will be shown if vote is unanimous; split votes will be reflected in Minutes.

On motion of Clark, seconded by Moffitt, $85.00 appropriated to Red Cloud Library, fixed assets, for purchase of chair; to be included in Res. 80-49.

On motion of Clark, seconded by Moffitt, Board approved new budget form to be completed by departments for FY 1980-81 budget sessions.

On motion of Taber, seconded by Clark, policy procedure adopted: Departments to close out existing bank accounts except those required by law and the D.A. Family Support Unit's account; Departments will take receipts to Auditor where receipt will be completed and Department Heads will then take to Treasurer for deposit. Deposits will be done on a weekly basis when deposits are in excess of $50; otherwise, monthly deposits. When $500 is taken in by a department, deposit will be made immediately.

The Board adjourned for lunch at 12:00 noon and reconvened at 2:07 p.m.

CAO Committee Chairman John Shimer presented the Committee's report recommending the County establish a County Administrative Officer position. Board to discuss recommendation during its Administrative Practices Session of March 17, 1980, 9:00 a.m.

On motion of Dalton, seconded by Moffitt, Board to consider matter of hiring procedure for Solid Waste Dept. Maintenance Worker I position.

On motion of Dalton, seconded by Moffitt, Special Districts Manager authorized to waive advertising requirement for the hiring of Solid Waste Dept. Maintenance Worker I, as recommended by the Personnel Policies and Procedures Committee.

On motion of Moffitt, seconded by Dalton, S.P.C.A. building site to be discussed. Following review of another possible site by S.P.C.A., further discussion to ensue.

Welfare Director Lois Lewis spoke re Emergency Response Program. County Counsel to research grant requirements with respect to SB 90 and advise Board.
Acting as the Board of Directors Air Resources Board, discussion took place with John Thomson re proposed Senate Bills. Motion made by Clark to oppose legislation which would lower emission standards withdrawn for further discussion. Motion made by Moffitt to oppose legislation which would lower emission standards died for lack of a second. On motion of Dalton, seconded by Clark, Board to take no action to oppose legislation to lower emission standards.

County Counsel advised Board that Emergency Response Program as presented by Welfare Director did not come under SB 90. On motion of Clark, seconded by Dalton, allocation from Welfare Contingency to Special Programs for Emergency Response Program in the amount of $5,371 approved ($4,028, State Allocation; $1343, County's match); to be included in Res. 80-49.

Parks & Rec. Director Rich Begley discussed matters with the Board. On motion of Clark, seconded by Moffitt, Rich Begley and Glen Power to draft a policy for Board's review re full utilization of Parks & Rec. bus. On motion of Dalton, seconded by Clark, loan from Plant Acquisition granted in the amount of $5600 for Athletic Field Stage I: in order to obtain $5600, 10 percent holdback, loan required in order to expend monies to obtain a State audit and receive 10 percent amount at a later date; to be included in Res. 80-49.

Supervisor Taber to discuss Floy Fuller's request for a dumpster at the Mariposa Solid Waste Site with Solid Waste Manager Roger McElligott.

On motion of Clark, seconded by Moffitt, Board to consider modification of lease with F & A M Temple Association earlier than scheduled. On motion of Moffitt, seconded by Taber, Chairman authorized to sign amended lease for the Community Center with Mariposa Lodge No. 24, F & A M Temple Assoc. On motion of Dalton, seconded by Moffitt, Auditor authorized to draw a warrant to Mariposa Lodge No. 24, F & A M Temple Assoc. in the amount of $1200 for payment of first quarter installment; monies to come out of Revenue Sharing Senior Citizens Com. Project funds.

Supervisor Dalton reported on the Criminal Justice Board meeting of March 3, 1980.

On motion of Clark, seconded by Moffitt, Board adjourned at 4:05 p.m. to meet in Administrative Practices Session, March 10, 1980, 9:00 a.m.

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors met in Administrative Practices Session this 10th day of March, 1980, at 9:05 a.m. with Supervisors Erickson, Dalton, Clark, and Taber present. Supervisor Moffitt arrived a few minutes late.

Special Districts Manager Roger McElligott spoke regarding Airport matters and requested an appropriation of $11,500 from General Contingency to Special Districts Special Departmental, Fuel Purchases; also requested authorization to enter into an agreement to purchase aviation fuel for Airport needs. Board to take action at its March 11, 1980, regular meeting.

Discussion regarding the S.P.C.A. site ensued with Roger McElligott and John Thomson. It was the consensus of the Board that the Mariposa County dump site would not be a feasible location for the S.P.C.A. Additional discussion regarding the S.P.C.A. site to take place March 18th, 3:00 p.m.

Robert Borchard and Barbara Saye discussed the impact of Prop. 4 and 9 on future County budgets.

The Board adjourned for lunch at 12:00 noon and reconvened at 2:10 p.m.

Board briefly discussed proposed resolution regarding OEDP Committee organization. Due to absence of Robert Borchard, further discussion to take place March 17, 1980, at 10:30 a.m.

The Board scheduled discussion on County Committees and Building Dept. permit fees for March 17, 1980.

There being no further business, the Board adjourned at 3:00 p.m. to meet in regular session on March 11, 1980, 9:00 a.m.

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

JOAN J. LYNK
Clerk of the Board
BOARD OF SUPERVISORS
MARCH 11, 1980

The Board of Supervisors, Mariposa County, met this 11th day of March, 1980 at 9:05 a.m. with all Supervisors present.

The Board stood for the pledge of allegiance.

The Minutes of March 3 and 4, 1980, were approved.

The Board adjourned to meet as the Housing Authority and reconvened in regular session.

On motion of Moffitt, seconded by Clark, the Consent Agenda was approved: CETA Youth Coordinator, Annual Youth Conf., 3/27/80, Sacramento; requests 75 percent advance - $94.24. Mental Health Director, San Francisco, 3/25/80 Needs Assessment Training mtr. CETA employee, Job Search Workshop, 4/1-4/80 Sacramento; 75 percent adv. - $105.94. Probation Dept. employee, Advanced Family Counseling Workshop, Modesto, 3/25-28/80; requests 75 percent advance - $69.75.

On motion of Moffitt, seconded by Clark, Clerk to request CALTRANS install signs as follows: sign indicating "Hospital" (or as designated by Hospital) on 49 South and Smith Road; "Whitlock Road" sign; "Off-Street Parking" signs on Highway 140 in town.

On motion of Moffitt, seconded by Taber, Res. 80-52 was passed and adopted, re expediting issuance of well permits: Sanitarian to issue permit prior to title search being completed and copy of permit to be sent to Planning Department; County Counsel to draft disclaimer to appear on back of each well permit.

Acting as the Board of Directors Coulterville County Service Area No. 1, discussion ensued on proposed resolution establishing the Coulterville County Service Area No. 1 Advisory Committee. Resolution to be re-drafted for further discussion during afternoon.

On motion of Moffitt, seconded by Clark, Board adjourned to meet in Executive Session requested by County Counsel to discuss a legal matter, and reconvened in regular session.

On motion of Dalton, seconded by Moffitt, County Counsel and Chairman authorized to act on behalf of the Board of Supervisors in an antitrust suit.

Road Commissioner William Lincoln advised the Board that the Forest Development Road Cooperative Agreement should be deferred until Stanislaus Forest review and comments on Agreement.

On motion of Moffitt, seconded by Taber, Board to support A.G. Deukmejian's position to request Governor organize a bipartisan group to study potential impact of Prop. 9 on government in Calif.; Supervisor Moffitt to draft letter.

Chairman to schedule during an Administrative Practices Session discussion on letter from Olson, Olson, and Branner re County's responsibility for compliance with the requirements of the Grant Programs to have a central custodian of records.

Planning Commission Chairman Barry Brouillette and Larry Enrico discussed Planning Dept. matters with the Board. Timeframes for adoption of the Coulterville and Mariposa Community Plans presented by Larry Enrico. On motion of Moffitt, seconded by Clark, Robert Borchard to contact MPUD to ascertain if MPUD will provide maintenance or cost sharing of Stockton Creek Watershed sediment traps if installed; Grantsman to then prepare necessary documents to apply for the Clean Water and Water Conservation Bond Grant Funds to construct sediment traps at critical locations. Board discussed the proposed resolution being considered by the Planning Commission re improvement of easement roads for land divisions which have access through Forest Service lands.
Board of Supervisors

Discussion on the Quitclaim Deed to the School District discussed. County Counsel's legal opinion regarding waiving the 9000 sq. ft. requirement for conveyance of title with respect to County Ordinance to be appended to Minutes.

Supervisor Dalton to investigate complaint of Mr. Parker and advise Board of findings.

It was the consensus of the Board after reviewing the agreement with Kings View for Mental Health Services, that County Counsel to redraft for Board's approval.

Wayne Johnson from Boiler Works discussed the Courthouse heating unit. Building and Grounds Dept. to advise Board on 3/18/80 of additional cost of materials required for operation of new heating unit.

Presentation made by the Girl Scouts. On motion of Taber, seconded by Moffitt, Res. 80-53 was passed and adopted, proclaiming March 9-15, 1980 as Girl Scouts Week in Mariposa County.

The Board adjourned at 11:55 a.m. and reconvened in regular session at 2:10 p.m.

Continued Public Hearing on Convenience and Necessity Certificates and Collector's fees as referenced in County Code Sections 8.36.140, -020, -050, -090, -100 opened. Public portion opened; input called for and none received; public portion closed. On motion of Dalton, seconded by Moffitt, Ord. 536 was introduced and first reading waived, amending Chapters 8.36.020, -050, -080 and -090, and deleting sections of 8.36.090 requiring the need for a Certificate of Convenience and Necessity. On motion of Dalton, seconded by Moffitt, Ord. 537 was introduced and first reading waived, deleting Section 8.36.140 re Collector's fees of the County Code in its entirety. Ayes: Erickson, Dalton, Moffitt, Taber. No: Clark. Public hearing closed.

Continued hearing de novo on LDA 862, Marius Nelson, et al opened. Larry Enrico presented Planning Commission’s responses and findings for items requested by the Board. Marius Nelson spoke in behalf of approving LDA 862. On motion of Dalton, seconded by Taber, the Board finds in favor of the appellant with respect to the road issue for LDA 862. Ayes-Dalton, Taber: Nies-Erickson, Clark, Moffitt; Motion failed. On motion of Moffitt, seconded by Clark, Board to deny LDA 862, Marius Nelson, et al, and County Counsel to prepare Findings of Fact for denial. Roll call vote taken: Ayes - Moffitt, Clark, Erickson; Nies - Dalton, Taber; Motion passed. County Counsel to research time period for the filing of a subdivision map and advise Mr. Nelson.

Clerk to schedule an Administrative Practices Session with Planning Commission to discuss incremental development of roads as property divides.

Jim Wagner discussed volunteer fire department budget transfers. On motion of Moffitt, seconded by Dalton, Res. 80-54 was pass-d and adopted, transferring $1,520 from Misc. Firefighting Equipment to Equipment Maint., $1000, and Fixed Assets, Training Vehicle, $520.

Letter from Auditor re Revenue Sharing funds for Senior Citizens hall rent to be referred to new County Counsel for legal opinion.

Board to research May Kleman's request re requirements for increasing the cost of living allowance for retired employees, and discuss during budget sessions.

Board to take letter from P&P Committee to correct P&P Handbook with respect to accumulated sick leave under advisement.
On motion of Clark, seconded by Moffitt, second reading of Ord. 535 was waived, and Ord. 535 was passed and adopted, setting forth Planning Commission meeting pay.

Clerk to contact Employees Assoc. Rep. Herb Davis regarding discussing with the Board the Employees Assoc. request for compensation and benefits for FY 1980-81.

On motion of Clark, seconded by Taber, Res. 80-55 was passed and adopted, accepting Bethanne Dowlan, CETA Project Administrator, resignation with regret; plaque also to be presented.

On motion of Taber, seconded by Clark, Rich Hall appointed to LRWSC representing District 5.

On motion of Clark, seconded by Moffitt, appropriation of $11,500 to Special Districts Special Departmental, Fuel Purchases to be added to Res. 80-54.

On motion of Moffitt, seconded by Clark, Res. 80-56 was passed and adopted, authorizing Special Districts Manager to enter into an agreement to purchase aviation fuel for Airport needs.

Acting as the Coulterville County Service Area No.1 Board of Directors, on motion of Dalton, seconded by Moffitt, Res. 80-1, as amended, was passed and adopted, establishing a Coulterville County Service Area No.1 Advisory Board.

Supervisor Dalton presented his findings re the hiring of a Road Dept. employee with respect to Mr. Parker's complaint. Supervisor Dalton to work with County Counsel in drafting a letter to Mr. Parker advising that the proper procedure had been followed for hiring of the Road Dept. employee.

On motion of Moffitt, seconded by Clark, Chairman authorized to sign Special Use Permit with the Forest Service for the Fish Camp Transfer Station.

On motion of Dalton, seconded by Moffitt, Clerk to advertise one time in the Gazette to solicit interested persons for the Coulterville County Service Area No. 1 Advisory Committee.

On motion of Clark, seconded by Dalton, the Board adjourned at 5:30 p.m. to meet in Administrative Practices Session on Monday, March 17, 1980.

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

JOAN J. LINK
Clerk of the Board
TO: Board of Supervisors  
FROM: County Counsel  
SUBJECT: SALE OF SCHOOL BUILDING  

I. Originally I drafted a Quitclaim Deed to the School District in compliance with the Contract executed on July 1, 1979.  

I was informed that the County must, first, comply with the Subdivision Map Act. With the philosophy that the County should be the example for compliance with all applicable laws, I stopped the conveyance until I determined what, if anything, must be done.  

I have (1) researched the matter to my satisfaction and, (2) without describing my position, sought and received the opinion of Mr. Jerry Thomas, Chief Counsel of the State Department of Real Estate. We both, independently, arrived at the same conclusion.  

The CONCLUSION is, that nothing is necessary nor required more than receipt of $1.00 and recording the deed.  

ANALYSIS: Section 66428 Government Code (Subdivision Map Act) reads, in part: "...provided further that a parcel map shall not be required for subdivisions created by...for land conveyed to or from a governmental agency, public entity...unless a showing is made in individual cases, upon substantial evidence, that public policy necessitates such a parcel map..."  

Section 66424 reads, in part: "Any conveyance of land to a governmental agency, or public entity or public utility shall not be considered a division of land for purposes of computing the number of parcels."  

OPINION: It is my opinion, corroborated by the Chief Counsel of D.R.E., that payment of One Dollar ($1.00) by the school district, and delivery of the deed followed by recordation
TO:    Board of Supervisors
FROM:  County Counsel
SUBJECT: SALE OF SCHOOL BUILDING

of the deed will accomplish the purpose and intent of the con-
tract, dated July 1, 1979, in a manner which is not in vi-
olation of the Subdivision Map Act.

II. A separate issue, however, has emerged. The
conveyance of the property as described above, leaves the County
with a remaining parcel containing 7387.91 square feet. Title
16, Section 12, Subsection 410 C of County Code (16.12.410 C)
announces a County policy requiring lots to be 9000 square feet
or larger. On the one hand, County Code Section 16.12.020 B
provides a waiver to the MINOR SUBDIVISION Title of the County
Code. On the other hand, if the image of the County may be
enhanced, a special ordinance solely for this conveyance may be
drafted to waive the 9000 square feet-policy announced in
Section 16.12.410C.

BOARD'S OPINION:

1. Rely on the law as written and interpreted
or,

2. Demonstrate good faith and attention to
detail by passing an ordinance waiving the
9000 square feet-announced policy for this
conveyance, and no other.

Ralph J. Campbell

cc: Planning Commission
SPECIAL USE PERMIT

Act of June 4, 1927
This permit is revocable and nontransferable
(Ref. FSM 2710)

Permission is hereby granted to Mariposa County
of Mariposa County Solid Waste Dept., 4639 Ben Hur Road, Mariposa, California 93338
hereinafter called the permittee, to use subject to the conditions set out below, the following described lands
or improvements:

National Forest Land located in:

S 1/2 SE 1/4, Section 13, T.58S., R.21E., M.D.M., as shown on Exhibit A, dated 9/12/79;
Exhibit B, dated 9/12/79; Exhibit C, dated 9/10/79; and Exhibit D, dated JAN 15 1980

This permit covers 0.3 acres and/or ___ miles and is issued for the purpose of:

Maintaining and operating a public solid waste transfer station which is
an integral part of the County solid waste management plan.

1. Construction or occupancy and use under this permit shall begin within ___ months, and
construction, if any, shall be completed within ___ months, from the date of the permit. This
use shall be actually exercised at least ___ days each year, unless otherwise authorized
in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of
Agriculture, the sum of ___ Dollars ($_____) for the period from ___ to ___ and thereafter
annually on ___ Dollars ($___). Provided, however, Charges for this use may be made or readjusted whenever necessary to place
the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions ___ attached hereto and made a part of this permit.

PERMITTEE
NAME OF PERMITTEE
MARIPOSA COUNTY
SIGNATURE OF AUTHORIZED OFFICER
BY: R. J. Dickson
DATE

ISSUING OFFICER
NAME AND SIGNATURE
RICHARD L. STAUBER
TITLE
FOREST SUPERVISOR
DATE

(CONTINUED ON REVERSE)
4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.
18. NONDISCRIMINATION, SERVICES

During the performance of this permit, the permittee agrees:

a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

b. The permittee and its employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.

c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.

d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

19. INDEMNIFICATION OF UNITED STATES

The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

20. WATER POLLUTION

No waste or byproducts shall be discharged if it contains any substance in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for material capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.
21. ESTHETICS

The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

22. EROSION CONTROL

The permittee shall be responsible for the prevention and control of soil erosion and gullying on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by specifications attached to and made a part of this permit.

23. PERMIT TERMINATION

Unless sooner terminated or revoked by the Forest Service in accordance with the provisions of the permit, this permit shall, subject to annual revalidation by the Forest Service and payment of fees by the permittee, expire and become void on December 31, 1985, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Forest Supervisor not less than one year prior to said date that such new permit is desired.

24. RISK AND HAZARDS

Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the forest that present risks to the permittee's property which the permittee hereby assumes. The permittee has the responsibility of inspecting its site, lot, right-of-way and immediate adjoining area for dangerous trees, hanging limbs and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.

25. POLLUTION

The permittee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit.

26. FIREBREAKS

The permittee shall construct and maintain such firebreaks as required by the Forest Service.
27. **LIVE TREES AND FENCING**

All fences constructed under this permit will be attached to posts and in no case will the fence wire be fastened to live trees.

28. **ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES**

If, during excavation work, items of substantial archaeological or paleontological value are discovered, or a known deposit of such items is disturbed, the permittee will cease excavation in the area so affected. He will then notify the Forest Service and will not resume excavation until written approval is given.

29. **USE OF PESTICIDES**

Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides will be submitted annually by the permittee on the due date established by the Forest Supervisor. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed only when unexpected outbreaks of pests require control measures which were not anticipated at the time the annual report was submitted, at which time an emergency request and approval may be made.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest System lands. Label instructions will be strictly followed in the preparation and application of pesticides and disposal of excess materials and containers.

30. **OPERATION AND MAINTENANCE PLAN**

The permittee shall provide the Forest Service with an operation and maintenance plan for the transfer station. Said Operation and Maintenance plan must be acceptable to and approved by the Forest Supervisor prior to the site being available for public use. Said plan shall include, but not be limited to: Hours and days open to the public; types of wastes to be excluded from the site; provisions for operating during poor weather; fire prevention measures; gatekeeper; adequate signing; litter control, etc.
31. COVENANT AND REVERTER CLAUSE

The permittee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property herein leased or any part thereof, that the covenant set forth below shall attach to and run with the land:

(a) That the described property and its appurtenant areas and its building and facilities whether or not on the land therein leased will be operated as a Solid Waste Transfer Station, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document, to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the permittee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land herein conveyed. In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above described property shall, at the option of the Grantor, revert to and become the property of the United States of America, which shall have an immediate right to entry thereon, and the permittee, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Grantor to assist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the permittee with respect so future performance shall continue in full force and effect.
LEASE

This lease is entered into as a novation of that certain lease entitled lease for fixed base operations at Mariposa-Yosemite Airport, revised March 26, 1979, between the COUNTY of MARIPOSA, hereinafter referred to as "COUNTY", and HANSEL W. (TURK) TURLEY, doing business as "Yosemite Aviation Service, Inc.", hereinafter referred to as "LESSEE", for fixed base operation (FBO) at Mariposa-Yosemite Airport, Mariposa, California. This lease memorializes the agreement entered into on January 9, 1980, and is subject to approval of the Board of Supervisors of the County of Mariposa.

In consideration of performance of convenants and conditions hereinafter contained, to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

GENERAL PROVISIONS

I. LEASED PREMISES. COUNTY leases to LESSEE, for the term and upon the conditions hereinafter provided, a portion of the parcel of real property designated as:

The hangar area, any aircraft tie-down area not located on Federal or State funded aprons, Administration Building, also known as the Terminal Building, complete with present improvements, interior and exterior, surface vehicle parking area adjacent to Terminal Building not including the State and/or Federally funded area such as aprons, taxiways, runways as described on the "as built" plans, and surrounding unimproved parking area, temporary unimproved tie-down area adjacent to improved apron area, of the Mariposa-Yosemite Airport, situated at Mount Bullion, excepting that portion of airport property commonly referred to as the golf course as shown outlined in red on the map attached hereto as Exhibit "A", and reserving to the County those portions of County-owned lands contiguous to and part of the Airport not herein described.
II. TERM OF LEASE. The term of this lease shall be five years commencing on January 9, 1980, and shall expire January 8, 1985.

III. USES PERMITTED. LESSEE is authorized, but not required to offer the following normal FBO services to the public and to perform the following functions on the leased premises.

a) Aircraft ground and flight school.
b) Aircraft charter and rental.
c) Sale of new and used aircraft.
d) Maintenance and repair of aircraft.
e) Sale of aircraft parts and accessories.
f) Sale of personal/individual, portable aircraft hangars.
g) Air taxi service.
h) Touring service.
i) Counter sales.
j) Restaurant and food dispensing services.
k) Aircraft tie-down and hangar facility rental; not located on Federal or State funded aprons, and only within the areas described herein.
l) Vehicle rentals.
m) Auto (surface vehicle) Parking services in areas herein described.

LESSEE shall not improve or use the leased premises, or any portion thereof, for any other purpose unless such improvement or use is approved in advance in writing by COUNTY.

Nothing contained herein shall be deemed to give LESSEE exclusive rights in connection with any of the uses permitted
herein, save and except non-aeronautical activities herein-
after referred to in Paragraph V, Subparagraph O.

IV. USE OF AIRFIELD FACILITIES: LESSEE shall have the
non-exclusive right to the use of the runways, and taxiways
of the airfield, the public waiting rooms, restrooms, and
other public spaces in the Administration Building, the
roadways and landing aids, and other public facilities
provided by COUNTY for the convenience of airfield customers.

V. RENTAL AND TERMS:

A. LESSEE shall perform the following:

1. Purchase and sell aviation fuel products,
and may enter into petroleum supplier agreement on bid basis
and subject to the approval of the Board of Supervisors. Proceeds
from the said sales shall be paid to COUNTY on a monthly basis
and LESSEE shall provide appropriate accounting summaries to
accompany each monthly payment to COUNTY. LESSEE shall collect
for and pay over to COUNTY tie-down fees upon such terms which
are consistent with applicable Federal, State, and County laws,
regulations and policies, located on Federal or State funded
aprons or facilities.

2. LESSEE accepts the residence on the demised
premises in its "as is" condition and shall pay all utility
costs related to the occupancy and/or use of said residence.
Any improvements and/or maintenance on said residence required
by LESSEE shall be done at LESSEE'S expense.

3. LESSEE shall pay all costs of maintenance
of the interior of the leased buildings, except for structural,
plumbing and electrical repairs resulting from normal wear and
4. LESSEE shall be liable for all costs of maintenance and operation of conducting any business on the property herein described, which LESSEE shall conduct or cause to be conducted during the term of this lease; and LESSEE covenants to defend and indemnify and hold harmless COUNTY from all liability or claim of liability on account thereof.

B. COUNTY shall perform the following:

1. COUNTY shall be liable for the repair and maintenance of the exterior of the Terminal Building, aircraft and vehicle parking areas, runways and taxi area, public toilets and outside lighting. COUNTY shall pay all utilities, with the exception of phone service, residential use utilities, and hangar area utilities, of said Mariposa-Yosemite Airport, including the Administration Building up to the maximum amount of Two Thousand Dollars ($2,000.00) in each fiscal year. COUNTY agrees to pay all utility electrical costs related to the operation of the Airport runways.

2. COUNTY grants to LESSEE the non-exclusive right, subject to the dominion and control of the Airport property by COUNTY, to establish and maintain a fixed base operation including flight training, aircraft rental, aircraft sales, air taxi and charter service; sale of aviation items, aircraft tie-down and hangar facility rentals, and aircraft maintenance to serve the Mariposa-Yosemite Airport situated at Mount Bullion in Mariposa County, California, for the term of this lease.
3. COUNTY shall pay to LESSEE a sum equal to all funds collected and paid over to COUNTY including but not limited to sales and fees, save and except four cents ($0.04) per gallon of gasoline sold. The said four cents ($0.04) per gallon will be retained by COUNTY to set off costs of maintenance, operation, and insurance of the Mariposa-Yosemite Airport.

C. LESSEE agrees not to commit or permit the commission of waste on the premises and agrees to keep the improvements on the premises in as good a state of repair as may be, ordinary wear and tear and damage by the elements and third persons excepted, and not to use or permit use of said premises in any illegal or immoral manner, not to maintain or permit maintenance of any nuisance thereon, and not to conduct any business or permit any business to be conducted thereon in violation of any Federal, State, or County laws, rules, or regulations or in such a manner as to interfere with the use of said premises for public airport and related purposes.

D. LESSEE agrees to report accidents and injuries in "Unusual Occurrences" log in writing. Any serious accident or injury to persons or property occurring on the premises during the term of this agreement shall be reported to COUNTY. LESSEE agrees to make such written records available for inspection by COUNTY or its duly authorized agent at any and all reasonable times.

E. LESSEE covenants to defend, indemnify, and hold harmless COUNTY from all liability or claim of liability on
account of mechanic's or materialmans's lien, as well as all
liability or claim of liability on account of accident or
injury to persons or property arising out of LESSEE'S occupation
and operation of the premises under this agreement, or any
business conducted by LESSEE or under sublease or other agree-
ment with LESSEE, save and except injury or accident to persons
or property occurring by reason of any dangerous or defective
condition of the premises unknown to LESSEE or over which
LESSEE has no control. LESSEE agrees to carry adequate hangar
keeper's liability insurance and public liability and property
damage insurance in a minimum amount of One Million Dollars
($1,000,000.00) single-limit liability.

F. LESSEE agrees to exert his best efforts in
promoting use of the premises as a public airport and in
increasing the value and utility of same, and in encouraging
increased use thereof, and in keeping with COUNTY'S Airport
Master Plan in existence and as updated from time to time.

G. COUNTY, who retains dominion and control of the
Airport and its facilities, also reserves the right to enter
into long-term agreements or leases for space on the premises
for the purposes of constructing capital improvements, or for
the purposes of encouraging establishment of new business
operations on the premises, or for any other purpose, in the
sole discretion of COUNTY in accordance with the Airport
Master Plan in existence and as updated from time to time.
COUNTY agrees to give LESSEE adequate notice before commencing
any major work of repair or capital improvement, or before
entering into any such long-term agreement or lease of a part
of the premises, and agrees to carry on any such work or repair
or capital improvement in cooperation with LESSEE in such a
manner as to cause as little inconvenience to LESSEE as
circumstances will permit; LESSEE agrees to cooperate in
good faith with COUNTY before and during any such work or
repair or improvement and in working out any such long-term
lease or agreement, and not to hinder or interfere therewith.

H. LESSEE shall conduct his Airport operation in
keeping with the minimum requirements of all applicable
operational licenses and/or permits.

I. LESSEE further agrees to comply with the following
conditions and terms:

1. LESSEE, for himself, his personal representa-
tives, successors in interest, and assigns, as a part of the
consideration hereof, does hereby covenant and agree that
(a) no person on the grounds of race, color, national origin,
or sex shall be excluded from participation, denied the
benefits of, or otherwise be subjected to discrimination in the
use of said facilities, (b) that in the construction of any
improvements on, over, or under such land and the furnishing
of services thereon, no person on the grounds of race, color
or national origin shall be excluded from participation in,
denied the benefits of, or otherwise be subjected to discrim-
ination, (c) that LESSEE shall use the premises in compliance
with all other requirements imposed by or pursuant to Title 49,
Code of Federal Regulations, Department of Transportation,
Subtitle A, Office of the Secretary, Part 21, Nondiscrimination
in Federally Assisted Programs of the Department of
Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

2. That in the event of breach of any of the above nondiscrimination covenants, COUNTY shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold same as if said lease had never been made or issued.

3. LESSEE shall furnish his accommodations and/or services on a fair, equal, and on nondiscriminatory basis to all users thereof, and he shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchases, or for promotional activities.

4. Non-compliance with Provision 3 above shall constitute a material breach thereof and, in the event of such non-compliance, COUNTY shall have the right to terminate this lease and the estate hereby created without liability therefore, or, at the election of COUNTY or the United States, either or both said governments shall have the right to judicially enforce Provisions 1, 2, and 3.

5. LESSEE agrees that he shall insert the above four provisions in any lease agreement contract by which said LESSEE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

6. COUNTY reserves the right, but shall not be
obligated to LESSEE, to maintain and keep in repair the landing
area of the Airport and all publicly owned facilities of the
Airport together with the right to direct and control all
activities of the LESSEE in this regard.

7. This lease shall be subordinate to the
provisions and requirements of any existing or future agree-
ment between COUNTY and the United States, and/or the State of
California, relative to the development, operation or maintenance
of the Airport.

8. LESSEE agrees to comply with the notification
and review requirements covered in Part 77 of the Federal
Aviation Regulations in the event any future structure or
building is planned for the leased premises or in the event of
any planned modification or alteration of any present or future
building or structure situated on the leased premises.

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

10. "There is hereby reserved to COUNTY, its
successors and assigns, for the use and benefit of the public,
a right of flight for the passage of aircraft in the airspace
above the surface of the premises herein leased. This public
right of flight shall include the right to cause in said
airspace any noise inherent in the operation of any aircraft
used for navigation or flight through the said airspace or
landing at, taking off from, or operation on the Mariposa-
Yosemite Airport."
upon terms and conditions to be negotiated by COUNTY and
LESSEE. Said option to commence negotiations for an
additional five-year period may be exercised by giving COUNTY
thirty days written notice of LESSEE'S intention to renew,
to wit: On or before December 8, 1984, COUNTY shall not
commence negotiations with third parties until such time
as COUNTY and LESSEE have exhausted negotiations for renewal
of this lease as herein provided. COUNTY shall give written
notice to LESSEE, sixty days prior to termination of this
lease, of all of the terms and conditions of any proposed
lease renewal, and LESSEE shall have thirty days thereafter
to exercise said option of renewal. Should the option not
be exercised, COUNTY shall have the right thereafter to
consummate a new lease to third parties on the precise terms
and conditions of the said written notice to LESSEE. Any
variations in said terms and conditions shall require the lease
a resubmission of the offer to lease or renew
under this option.

L. This lease shall terminate immediately upon the
filing of a voluntary or an involuntary petition in bankruptcy
by or against LESSEE, and may also be terminated by either
party on account of default in performance of any term,
covenant, or condition required of the other under this lease.

M. This lease shall be binding upon the heirs,
executors, administrators, successors, and assigns of the
parties, and shall not be assignable without the prior written
consent of COUNTY, excluding the assignment of this lease
by LESSEE to any corporate entity incorporated by LESSE;
11. LESSEE, by accepting this lease, expressly agrees for himself, his successors and assigns that he will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder above a mean sea level elevation of 2,285 feet. In the event the aforesaid covenants are breached, COUNTY reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be as the expense of LESSEE.

12. LESSEE, by accepting this lease, agrees for himself, his successors and assigns that he will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Mariposa-Yosemite Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, COUNTY reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of LESSEE.

J. It is mutually understood by and between the parties that COUNTY reserves dominion and control over any improvement or structural changes to the Administration Building, or leased buildings and in connection therewith LESSEE agrees that no change or operation on said building will be done or initiated without the written approval of COUNTY. It is further agreed that COUNTY shall develop and provide to LESSEE its Airport Master Plan and shall provide LESSEE with all future updates of said Master Plan from time to time.

K. COUNTY hereby grants to LESSEE the first right to renew this lease for an additional period of five years.
however, in the event of the assignment of this lease by
LESSEE to its operating corporation, LESSEE shall remain
primarily liable on this lease.

N. LESSEE is hereby advised pursuant to Revenue &
Taxation Code §107.6 and understands that his lease agreement
may create a possessory interest subject to property taxation
under the provisions of the Revenue & Taxation Code of
the State of California and thus may be subject to the payment
of property taxes levied on such interest.

O. COUNTY and LESSEE further agree than in the areas
described above, those specific services provided for in this
lease which are not considered aeronautical activities within
FAA definitions such as ground transportation (taxis, car rentals,
and limousines), counter sales, restaurant and food dispensing
services, and vehicle rentals shall be within the exclusive
rights of LESSEE, notwithstanding provisions of this lease
to the contrary insofar as said services remain and continue
to be non-aeronautical activities.
BOARD OF SUPERVISORS
ADMINISTRATIVE PRACTICES SESSION
MARCH 17, 1980

The Board of Supervisors, Mariposa County, met this 17th day of March, 1980 at 9:05 a.m., in Administrative Practices Session with all Supervisors present.

Board discussed with CAO Committee Chairman John Shimer and CAO committee members its report on recommending a type of administrative staff position for the Board. It was the consensus that a public hearing would be held to receive input on such a position. Prior to public hearing being scheduled, CAO Committee to develop options for an administrative staff position; Board to ratify at its meeting of March 18, 1980.

Board reviewed with Robert Borchard the proposed OEDP organization resolution. Additional review of the proposed resolution to ensue during afternoon session.

The Board adjourned for lunch at 12:00 noon and reconvened in regular session at 2:05 p.m.

Board reviewed the CETA Project Administrator job description and authorized advertising of same; Board to ratify at its meeting of March 18, 1980.

Review of the Board's Committees took place. Board to ratify change to Board's County Buildings Committee on March 18, 1980: Supervisor Moffitt replaces Supervisor Taber.

Requirements for the Long Range Water Study Committee and Water Agency Advisory Board discussed. Building Dept. Advisory and Appeals Board discussed with members with respect to State requirements necessitating the Committee. County Counsel to copy excerpts from Code sections requiring the Bldg. Dept. Advisory and Appeals Board for discussion on March 31. Board also to discuss the proposed Building Code Ord. at its March 31, 1980 meeting.

Review of the proposed OEDP organization resolution continued. Bob Borchard to redraft resolution for Board's review.

The Board adjourned at 5:05 p.m. to meet in regular session on Tuesday, March 18, 1980.

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

JOAN J. LINK
Clerk of the Board
The Board of Supervisors, Mariposa County, met in regular session this 18th day of March, 1980, at 9:05 a.m. with all Supervisors present.

The Board stood for the Pledge of Allegiance.

The Minutes of March 10 and 11, 1980, were approved as corrected.

On motion of Clark, seconded by Moffitt, the Consent Agenda was approved:
Request of Don McCoon to appear before the Board on April 8, 1980 re Private Property Week approved. Auditor authorized to set up State Transit Assistance Program - S.T.A.P. and deposit $3,424 received.
Two CETA employees, CBOS Maintenance of Effort Training Workshop, 3/20/80, Sacramento. County Clerk employee, Conf. for County Data Processors, Yosemite National Park, 3/27-28/80. Claims as presented by the Auditor:

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<td>Don Pedro Sewer Zone</td>
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<td>Coulterville Service Area</td>
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<td>Yosemite West Maintenance</td>
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<td>Road Claims</td>
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Glen Nielson, Buildings and Grounds, discussed alternatives to proposal presented to the Board for the Courthouse heating unit. Board's Building Committee to review alternative and report back to the Board.

On motion of Clark, seconded by Moffitt, fire alarm control panel is declared surplus and will be given to the Mariposa Volunteer Fire Dept.

On motion of Dalton, seconded by Taber, CAO Committee extended in order to develop options for an administrative staff position to be discussed during a public hearing; County Counsel to advise CAO Committee of extension and include the timeframe necessary for an advisory vote on the November ballot.
On motion of Dalton, seconded by Moffitt, Board ratified the advertising for the CETA Project Administrator position.

Chairman appointed Supervisor Moffitt to serve on the Supervisors Building Committee, replacing Supervisor Taber.

County Counsel Richard Denhalter was introduced and welcomed.

On motion of Clark, seconded by Taber, Ord. 538 was introduced and first reading waived, re unclaimed animals held by the County Vet.

On motion of Moffitt, seconded by Clark, Res. 80-57 was passed and adopted, establishing a $15 fee for claiming unlicensed animals; fee to include cost of license, rabies inoculation and impoundment.

On motion of Clark, seconded by Moffitt, Board adopted the Findings of Fact, as amended, denying the appeal of Marius Nelson, et al, LDA 862. Ayes - Clark, Moffitt, Erickson; Noes - Dalton, Taber; Motion passed.

Road Commissioner William Lincoln discussed Road Dept. matters. On motion of Clark, seconded by Moffitt, Road Commissioner authorized to begin grading on certain roads, per the Board's findings that grading is required for the public interest; Supervisor Erickson requested three roads in District 3 (Cotton Creek, Martin, and Guadalupe) be deleted from list pending his investigation.

On motion of Moffitt, seconded by Dalton, Clerk to write Calif. Transportation Commission protesting the rescheduling of two highway projects, and requesting a delay for response regarding airport projects.

Planning Commission Chairman Barry Brouillette and Planner/Grantsman briefly discussed Planning matters.

Board's Welfare Committee to discuss with Welfare Director Lois Lewis her letter regarding meeting with the Board to discuss mandated programs.

County Counsel to prepare a resolution for Board's review supporting Placer County's position opposing Regional Government.

The Board determined that the recommendations from the Personnel Policies and Procedures Committee on requests from the Department Heads for salary/personnel changes would be attached by the Dept. Heads to their proposed budgets and discussed with the Board during budget sessions. Policies & Procedures Committee to review and make recommendation on requests from CETA and the Ag Commissioner.

On motion of Dalton, seconded by Moffitt, road names approved in Greeley Hill: Pine Lake Drive - begins at Dexter Road and terminates at Ponderosa Way - replaces Helms Way; Lone Oak Drive - begins at Pine Lake Drive and terminates at Scenic Drive - replaces portion of previously named Pine Lake Drive; Lake Hill Road - begins at Pine Lake Drive and terminates in the middle of Litsey property; View Hill Road - begins at Lone Oak Drive (at 90 degree turn) and terminates at Scenic Drive; Scenic Drive - begins at Pine Lake Drive and terminates at the intersection of four, ten acre parcels, South of View Hill Road area. Clerk to advise appropriate departments.

On motion of Clark, seconded by Moffitt, Board scheduled April 8, 1980, 3:00 p.m. for public hearing to consider extending Ord. 530, placing a moratorium on the issuance of any building permits for property within the Yosemite West Maintenance District. On motion of Dalton, seconded by Moffitt, County Counsel to prepare an opinion on the process, possibly zoning, to be followed to resolve the Yosemite West situation.
On motion of Dalton, seconded by Clark, second reading of Ord. 536 waived, and Ord. 536 was passed and adopted, amending the County Code to delete requirement for Convenience and Necessity Certificates.

On motion of Dalton, seconded by Moffitt, second reading of Ord. 537 was waived, and Ord. 537 was passed and adopted, repealing and deleting County Code Section 8.36.140 re collector's fees. Ayes - Dalton, Moffitt, Erickson, Taber; No - Clark; motion passed.

It was the consensus of the Board that there was an interest in acquiring the State Surplus Property, SSL-248, Guadalupe Lookout if at no cost or minimal cost to the County.

Chairman Erickson advised the Board the Community Center Operations Committee would consist of Don Phillips, George Strathearn, Irene Johnson, and himself.

Discussion ensued on complaint of W.R. Gaedtke re attack by dogs on his animals. County Counsel advised this should be handled as a claim against the County, which he will review and advise.

On motion of Taber, seconded by Dalton, the Board adjourned to meet in Executive Session re a personnel matter; Mental Health Director Jerry Wengerd present; Board reconvened in regular session.

The Board adjourned for lunch at 12:00 noon and reconvened in regular session at 2:05 p.m.

Public hearing opened to consider Lake Don Pedro Community Services District petition and formation. Robert Borchard presented background on the Lake Don Pedro Community Services District petition. Steven Richter, attorney for proponents of the Lake Don Pedro Community Services District formation discussed the petition and LAFCO's resolution approving the District. Public portion opened, input called for and received; public portion closed. On motion of Dalton, seconded by Moffitt, Public Hearing continued to April 1, 1980, 2:00 p.m. Board's Special Districts Committee, Supervisors Erickson and Dalton, to meet with County Counsel and representatives for the proponents for the formation of the District to discuss the sewer district being included in the proposed District.

Frank Long spoke on behalf of the S.P.C.A. site being located at the Mariposa Solid Waste Site. On motion of Dalton, seconded by Moffitt, County Counsel directed to meet with S.P.C.A. and Roger McElligott to develop an easement agreement for the S.P.C.A. site; John Thomson to contact Water Quality Control to get concurrence for location of the S.P.C.A. septic tank.


On motion of Clark, seconded by Moffitt, the Board adjourned at 4:25 p.m. to meet in Administrative Practices Session on Monday, March 24, 1980.

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

JOAN J. LYNE
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 24th day of March, 1980 at 9:08 a.m. in Administrative Practices Session with all Supervisors present.

Discussion took place with Employee Association representative Herb Davis re County employee benefits for FY 1980-81. It was the consensus of the Board that the limitation of 90 days total accumulated sick leave would not be removed; the dental plan using County funds would not be approved. Additional discussion with respect to the proposed cost of living adjustment request would be continued until the afternoon session allowing Herb Davis to secure additional information on the cost of living increase.


The Board adjourned for lunch at 12:10 p.m. and reconvened in session at 2:00 p.m.

Board discussed with Planning Commission ways to implement incremental road improvements as properties within the County divide; additional discussion to take place during regular meeting of March 25, 1980.

Herb Davis presented various figures with respect to the cost of living increase and discussion ensued: Board deferred discussion to March 25, 1980 meeting.

Auditor-Recorder Barbara Saye requested an additional Deputy Auditor-Recorder position. Board to take appropriate action at its meeting of March 25, 1980, to authorize Auditor-Recorder to hire Deputy Auditor-Recorder as an hourly employee.

The Board adjourned at 5:00 p.m. to meet in regular session on March 25, 1980 at 9:00 a.m.

ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

JOAN J. LYNN
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 25th day of March, 1980, at 9:10 a.m. in regular session with all Supervisors present.

The Board stood for the pledge of allegiance.

The Minutes of March 17 and 18, 1980, were approved as mailed.

On motion of Moffitt, seconded by Clark, the Consent Agenda was approved:
- Two Welfare Dept. employees, Sacramento, 2/25-26/80, training on Energy Crisis Assistance Program (ECAP).
- Hearing de novo request from Mr. & Mrs. Kemmer re dividing property at Fifth and Bullion set for April 15, 1980, 2:00 p.m. Designation of County Counsel R. Denhalter's employment date of March 17, 1980 (requested by County Clerk to properly complete his Certificate of Appointment and Oath of Office. Ag Inspect travel: 4/3 - Madera, Plant Pathology Workshop; 4/24, Madera, Ornamental Plant Pest Workshop.

National Park Service Superintendent Robert Binnewies discussed the NPS Management Plan with respect to Wawona and El Portal.

Road Commissioner William Lincoln discussed weight limits referenced in Ord. 306 and County Code 10.12.050. County Counsel to draft for Board's review a repeal of Ord. 306 to remove weight limits on certain County roads. On motion of Clark, seconded by Moffitt, Road Commissioner authorized to advertise for quotations and purchase eight radio units; monies previously budgeted. Ayes: Erickson, Clark, Moffitt, Taber. Absent: Dalton. Acting as the Local Transportation Commission, on motion of Dalton, seconded by Moffitt, Public Hearing scheduled for April 15, 1980, 3:30 p.m. to consider unmet transit needs. Larry Burgess and Jack Hoffman, CALTRANS, reviewed the Board's request for traffic studies on County roads.

Planning Commission Chairman Barry Brouillette and Planner/Grantsman Robert Borchard discussed Planning matters. On motion of Moffitt, seconded by Clark, Planner/Grantsman authorized to aid the Planning Commission in preparing official comments on behalf of the County to the NPS re the Yosemite General Management Plan Revision-Environmental Review. On motion of Dalton, seconded by Moffitt, Res. 80-58 was passed and adopted, appointing Planner/Grantsman Robert Borchard as "Authorized Representative" to file applications for federal and state grants for publicly owned wastewater treatment works and provide certain assurances; subject to County Counsel approval of resolution form.

Acting as the Coulterville County Service Area No. 1 Board of Directors, on motion of Dalton, seconded by Clark, billing from CH2M Hill for engineering services in the amount of $5,995 approved.

Robert Borchard presented revised OEDP organization resolution for Board review prior to discussion on April 1, 1980. County Counsel to review Planning Commission's Res. 80-8 re gift deeding and advise Board if changes are required. Discussion deferred to April 1, 1980 on direction to Planning Commission to develop policy for developing substandard County roads servicing subdivisions and/or revision of Circulation Element of Master Plan.

Employee cost of living adjustment discussed with Herb Davis; Board to review during Administrative Practices Session of March 31, and action to be taken by Board at regular meeting of April 1, 1980.

Grand Jury Audit Committee discussed the joint Grand Jury/Board of Supervisors audit proposals for FY 80-81. Following County Counsel's review of the contract form with the Committee, Board to establish timeframe for mailing out and receipt of proposals.
Auditor-Recorder Barbara Saye discussed the Deputy Auditor-Recorder position. On motion of Moffitt, seconded by Clark, Board approved the hiring for an hourly Deputy Auditor-Recorder position, and passed and adopted Res. 80-59 appropriating $1840 to Auditor’s extra help budget. Ayes: Erickson, Moffitt Clark, Taber. No: Dalton.

The Board adjourned for lunch at 12:00 noon and reconvened at 2:10 p.m.

Kent Stoel gave a presentation and movie on Jaws for Life equipment. On motion of Dalton, seconded by Clark, Board authorized the purchase of two Jaws for Life at $7,000 each; one to be housed and included in Coulterville Fire Dept. inventory; other to be housed and included in Sheriff Dept. inventory. On motion of Moffitt, seconded by Dalton, $3500 appropriated to Fire Protection Fixed Assets; $3500 appropriated to Sheriff Dept. for purchase of two Jaws for Life, conditional upon receipt of additional $3500 required in each budget which is to be secured by donations; to be included in Res.80-59.

Data Processing System discussed with Steve Dunbar. On motion of Clark, seconded by Moffitt, Assessor authorized to solicit bids for data processing equipment which is to include four terminals; County Counsel to review bid form; bids to be opened on April 22, 1980, 2:00 p.m.

On motion of Dalton, seconded by Moffitt, County to request Historical Society to be custodian of two boxes of leather brands in order to preserve brands; brands to remain County property; Historical Society to be requested to index leather brands.

On motion of Clark, seconded by Moffitt, Board approved the letter of explanation to accompany budget work sheets for Department Head completion.

Supervisor Erickson reported on CSAC Spring Conference meeting

On motion of Moffitt, seconded by Dalton, Clerk to write letter to Department of Transportation identifying potential projects for Mariposa County: passenger loading areas, bus parking, and passenger shelters.

On motion of Moffitt, seconded by Clark, Chairman to telephone Senator Garamendi advising of support of SB 1476, a welfare reform bill.

On motion of Dalton, seconded by Clark, second reading waived on Ord. 538, and Ord. 538 was passed and adopted, re claiming of unlicensed animals held at the County Vet.

On motion of Moffitt, seconded by Clark, $263.28 from Vehicle Damage Fund approved for Welfare Dept. vehicle windshield replacement.

On motion of Moffitt, seconded by Clark, Board accepted with regret Larry Harvison’s resignation from the OEDP Committee.

Chairman directed County Counsel to draft resolution requesting Public Employee Retirement System ask the State for an evaluation for Mariposa County as to cost for the five percent cost of living allowance increase.

On motion of Clark, seconded by Moffitt, Res. 80-60 was passed and adopted, establishing salary for Mental Health Director. Ayes: Erickson, Moffitt, Clark. Noes: Dalton, Taber

Chairman directed County Counsel to review insurance bid proposal forms for adequacy and also to confer with Marsh-McLennan, and advise Board prior to Board determining time frame for mailing and receipt of proposals.

On motion of Clark, seconded by Moffitt, the Board adjourned at 4:25 p.m. to meet in Administrative Practices Session on Monday, March 31,1980, 9:00 a.m.

ATTEST:

ERIC J. ERICKSON, Chairman
Board of Supervisors

JOAN J. LINK
Clerk of the Board