

**TRES HERMANOS CONSERVATION AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING**

**JANUARY 19, 2022 AGENDA
6:00 p.m.**

**CITY OF DIAMOND BAR
21810 COPLEY DR.
DIAMOND BAR, CALIFORNIA**

**Chair, Ray Marquez
Vice-Chair, Cathy Marcucci
Board Member, Nancy Lyons
Board Member, Cory Moss
Board Member, Peter Rogers
Board Member, Newell Ruggles
Board Member, Steve Tye**

Addressing the Authority:

NOTICE OF TELEPHONIC MEETING:

Consistent with State Assembly Bill 361, the Tres Hermanos Conservation Authority shall be held by teleconference only. No Directors or staff will be physically present for this meeting.

How to Observe the Meeting:

Members of the public who wish to listen ONLY may join the meeting by calling the following conference call number: +1 (562) 247-8422 and entering the Access Code: 240-592-401

How to Submit Public Comment:

Members of the public may provide public comment by sending written comments to the Authority Clerk by email at cityclerk@DiamondBarCA.gov by 4:00 p.m. on the day of the meeting. Please indicate in the Subject Line "FOR PUBLIC COMMENT." Written comments will be distributed to the Authority Directors and noted for the record at the meeting.

Alternatively, public comment may be submitted by joining the meeting in person or logging onto the meeting through this link: <https://attendee.gotowebinar.com/register/7815830447912141071>. Members of the public will be called upon one at a time during the Public Comment portion of the agenda, and will be asked to state their name and agenda item they wish to comment on.

Copies of staff reports or other written documentation relating to agenda items are on file in the Office of the City Clerk at Diamond Bar City Hall, and are available for public inspection. If requested, the agenda will be made available in an alternative format to a person with disability as required by Section 202 of the Americans with Disabilities Act of 1990. If you have questions regarding an agenda item, please contact the Authority Secretary at (909) 839-7010 during regular business hours.

In an effort to comply with the requirements of Title II of the Americans with Disabilities Act of 1990, the Tres Hermanos Conservation Authority requires that any person in need of any type of special equipment, assistance or accommodation(s) in order to communicate at a public meeting, must inform the Authority Secretary a minimum of 72 hours prior to the scheduled meeting.

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

- 2. PUBLIC COMMENTS:** At this time, members of the public may address the Authority regarding any items within the subject matter jurisdiction of the Authority provided NO action or discussion may be taken on any item not appearing on the agenda, except the Authority may BRIEFLY respond to statements made or questions posed. Comments are limited to five minutes per Speaker.

3. REORGANIZATION OF THE BOARD OF DIRECTORS

RECOMMENDED ACTION: *Select a Chair and Vice-Chair.*

4. CONSENT CALENDAR:

- 4.1 Minutes of the December 15, 2021 Regular and January 12, 2022 Special Meetings.

Recommended Action:

Approve the December 15, 2021 Regular and January 12, 2022 Special Tres Hermanos Conservation Authority meeting minutes.

- 4.2 Payment Register

Recommended Action:

That the Authority receive and file the payment register for the month ended November 30, 2021.

- 4.3 Treasurer's Report for the Month Ended November 30, 2021.

Recommended Action:

That the Authority receive and file the Treasurer's Report for the month ended November 30, 2021.

- 4.4 CONTINUED USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE TRES HERMANOS CONSERVATION AUTHORITY.

Recommended Action:

Adopt Resolution No. THCA 2022-02 entitled: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION

AUTHORITY MAKING SPECIFIED FINDINGS RELATING TO THE USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE AUTHORITY SUBJECT TO STATE OPEN MEETING LAWS.

5. OLD BUSINESS:

5.1 SELECTION OF TRES HERMANOS CONSERVATION AUTHORITY LOGO.

Recommended Action:

Provide direction on a preferred logo design for the Tres Hermanos Conservation Authority.

6. NEW BUSINESS:

6.1 Consideration of Lease Agreement for Cattle Grazing by and between the Tres Hermanos Conservation Authority and Frank or Sheryl Reyes, for that portion of Tres Hermanos Ranch, South of the Arnold Reservoir.

Recommended Action:

That the Board of Directors:

- A. Determine that approval of the Lease Agreement is exempt from the California Environmental Quality Act pursuant to Section 15301 (Class 1) of the CEQA Guidelines, and direct staff to file a Notice of Determination with the County of San Bernardino Clerk of the Board;
- B. Approve a Lease Agreement with Frank or Sheryl Reyes, for that portion of Tres Hermanos Ranch, South of Arnold Reservoir, in a form approved by Authority General Counsel; and
- C. Authorize the Executive Director to execute all documents, related thereto.

6.2 Consideration of Lease Agreement for Cattle Grazing by and between the Tres Hermanos Conservation Authority and Debra Scott, Mellissa Misner and Mark Drum for that Portion of Tres Hermanos Ranch, North of Arnold Reservoir.

Recommended Action:

That the Board of Directors:

- A. Determine that approval of the Lease Agreement is exempt from the California Environmental Quality Act pursuant to Section 15301

(Class 1) of the CEQA Guidelines, and direct staff to file a Notice of Exemption with the County of Los Angeles Clerk and County of San Bernardino Clerk of the Board;

- B. Approve a Lease Agreement with Debra Scott, Mellissa Misner and Mark Drum for that Portion of Tres Hermanos Ranch, North of Arnold Reservoir, in a form approved by Authority General Counsel; and
- C. Authorize the Executive Director to execute all documents, related thereto.

7. AUTHORITY STAFF AND AUTHORITY DIRECTOR COMMENTS:

- 8. ADJOURNMENT:** The next regular Tres Hermanos Conservation Authority meeting will be Wednesday, February 16, 2022 at 6:00 p.m.

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 4.1

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT****AGENDA NO. 4.1**

Date: January 19, 2022
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: Minutes of the December 15, 2021 Regular and January 12, 2022 Special Meetings.

Recommendation:

Approve the December 15, 2021 Regular and January 12, 2022 Special Tres Hermanos Conservation Authority meeting minutes.

Background/Analysis:

Attached for Board review and approval are the minutes of the December 15, 2021 and January 12, 2022 Tres Hermanos Conservation Authority meetings.

Respectfully Submitted,**Reviewed By,**

Kristina Santana

Kristina Santana, City Clerk

1/13/2022

Daniel Fox

Daniel Fox, City Manager

1/13/2022

Attachments:

1. December 15, 2021 Regular Tres Hermanos Conservation Authority Minutes
2. January 12, 2022 Special Tres Hermanos Conservation Authority Minutes

TRES HERMANOS CONSERVATION AUTHORITY
 REGULAR BOARD OF DIRECTORS MEETING MINUTES
 DIAMOND BAR, CALIFORNIA
 DECEMBER 15, 2021
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1. CALL TO ORDER

The Regular Meeting of the Tres Hermanos Conservation Authority was called to order by Chair Marquez at 6:00 p.m.

Chair Marquez stated that consistent with COVID-19 regulations, and Assembly Bill 361, Directors and limited staff may be physically present for the meeting and public seating was limited due to distancing requirements on a first-come, first-serve basis. The public was encouraged to join the meeting online or by phone at the numbers printed on the agenda.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jose Tobar.

ROLL CALL

Directors in attendance in Windmill Room:	Director Nancy Lyons Chair Ray Marquez
Directors in attendance telephonically:	Director Cory Moss Director Peter Rogers Director Newell Ruggles Director Steve Tye

Directors absent:	Vice-Chair Cathy Marcucci
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Staff in attendance in Windmill Room:	Dan Fox, Executive Director; Ben Montgomery; Deputy Executive Director; Josh Nelson, Administrative Director; Sam Pedroza, City of Industry Assistant City Manager/Public Affairs Manager; Kristina Santana, Authority Secretary
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Staff in attendance in telephonically:	Tracy Egoscue, Authority General Counsel; Christina Buhagiar, Authority Treasurer
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2. PUBLIC COMMENTS: NONE

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3. CONSENT CALENDAR:

3.1 MINUTES OF THE NOVEMBER 17, 2021 REGULAR MEETING

RECOMMENDED ACTION: Approve as corrected.

3.2 PAYMENT REGISTER

RECOMMENDED ACTION: Receive and file payment register for the month ended October 31, 2021.

3.3 TREASURER'S REPORT FOR THE MONTH ENDED OCTOBER 2021

RECOMMENDED ACTION: Receive and file the Treasurer's Report for the months ended October 31, 2021.

3.4 TRANSMITTAL OF THE AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2020-2021.

RECOMMENDED ACTION: That the Authority receive and file the audited financial statements for the Fiscal Year ended June 30, 2021.

3.5 CONTINUED USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE TRES HERMANOS CONSERVATION AUTHORITY.

RECOMMENDED ACTION: Adopt Resolution No. THCA 2021-07 Entitled: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION AUTHORITY MAKING SPECIFIED FINDINGS RELATING TO THE CONTINUED USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE AUTHORITY SUBJECT TO STATE OPEN MEETING LAWS.

MOTION BY DIRECTOR LYONS AND SECOND BY DIRECTOR ROGERS TO APPROVE THE CONSENT CALENDAR AS PRESENTED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: DIRECTORS: LYONS, MOSS, ROGERS, RUGGLES,
 TYE, CHAIR/MARQUEZ

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NOES: DIRECTORS: NONE
 ABSENT: DIRECTORS: VC/MARCUCCI

4. OLD BUSINESS:

4.1 SELECTION OF TRES HERMANOS CONSERVATION AUTHORITY LOGO

ED/Fox presented the staff report.

Jim Gallagher said he felt Options 1B or 2C reflected his vision. The 2C silhouette looks very natural, artistic and modern and includes the hill and tree and sun in the background. What he most liked about 1B was that it also mentioned the three cities which he felt was an important element and felt it best reflected what authority members discussed and what the public expressed.

Cathleen Schneider-Russell submitted her logo choice (1B) via email.

Gregg Fritchle, Walnut resident, said that preservation of Tres Hermanos was of paramount importance to him and the role of the ranch as part of one of the bigger wildlife migration corridors in southern California, which he did not find reflected in any of the images presented.

Melanie Schlotterbeck, Hills for Everyone, endorsed option 1B and requested consideration of moving the steer forward and adding a hawk to the sky reflecting incorporation of wildlife as well as, providing more vibrant colors rather than a camouflage appearance.

Gregg Fritchle responded to Chair/Marquez that he envisioned a wildlife animal walking the corridor and incorporation of flying wildlife was also important.

Director Lyons indicated that she preferred 1A with three smaller steer but said she could live with 1B if that was consensus of the Authority.

Director Moss complimented staff and said she likes 1A with three small steers and would like for it to be a lighter and more vibrant green. She likes the circle and the names of the three cities at the bottom.

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Director Rogers said he preferred Option 1B with the circle, the way the name of the Conservancy is presented and the three cities names at the bottom and agreed that it should be brightened up a little with a little more glow to the sky, move the one steer down so that the back of the dark steer does not blend in with the dark green background of the hill and make the two oak trees on the right more identifiable. He also likes Option 2B because he likes the way the names of the three cities were presented. He likes vibrancy and colors and the glow of the reservoir, hills and oak trees. 2A would work if the two cities were across the bottom as in 1B and he leans toward refining 1B accordingly.

Director Ruggles said he would be happy with Option 1A or 1B.

Director Tye said he likes Option 1B with incorporation of how the water looks in Option 1A. He is not troubled by one steer and likes Director Rogers' idea of moving the steer forward a bit and would like the oak tree in 1A implanted in 1B and inclusion of a hawk or eagle in the sky.

Chair/Marquez read VC/Marcucci's preferences into the record: First choice 1A, second choice 1C and third choice 1B.

Chair/Marquez said he preferred Option 1B and agreed with Director Lyons the steer should be moved down slightly, including a hawk in the sky and nice trees with the oak being more clearly defined.

Chair/Marquez asked that the final decision regarding the logo be deferred and have staff refine Logos 1A and 1B in accordance with tonight's discussion for action at a future meeting.

6. NEW BUSINESS:

There was none.

7. AUTHORITY DIRECTOR COMMENTS:

Director Lyons thanked staff for their patience in working through the options for logos.

Director Moss thanked staff for a fantastic job in incorporating the various concerns of the directors and public participants.

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Director Rogers also appreciated staff's interpretation of discussions by providing great suggestions for the Authority's consideration and wished everyone Happy Holidays.

Director Ruggles wished everyone Happy Holidays.

Director Tye wished everyone a Very Merry Christmas and Happy New Year, and a "COVID-less" 2022.

Chair/Ramirez thanked members of the public for their participation in tonight's meeting and wished everyone a Merry Christmas and a Happy New Year.

- 8. ADJOURNMENT:** There being no further business, Chair Ray Marquez adjourned the Tres Hermanos Conservation Authority Regular Meeting at 6:31 p.m. to Wednesday, January 19, 2022 at 6:00 p.m.

RAY MARQUEZ
CHAIR

KRISTINA SANTANA
AUTHORITY SECRETARY

TRES HERMANOS CONSERVATION AUTHORITY
SPECIAL BOARD OF DIRECTORS MEETING MINUTES
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1. CALL TO ORDER

The Special Meeting of the Tres Hermanos Conservation Authority was called to order by Chair Marquez at 1:33 p.m.

Chair Marquez stated that due to the continuing surge and community spread of COVID-19, this meeting will be conducted only telephonically, consistent with Assembly Bill 361. The public was encouraged to join the meeting online or by phone at the numbers printed on the agenda.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice-Chair Marcucci.

ROLL CALL

Directors in attendance:	Director Nancy Lyons Director Cory Moss Director Peter Rogers Director Steve Tye Vice-Chair Cathy Marcucci Chair Ray Marquez Alternate Mark Radecki
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Directors absent:	Director Newell Ruggles
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Staff in attendance: Dan Fox, Executive Director; Ben Montgomery; Deputy Executive Director; Josh Nelson, Administrative Director; Sam Pedroza, City of Industry Assistant City Manager/Public Affairs Manager; Tracy Egoscue, Authority General Counsel; Kristina Santana, Authority Secretary

2. PUBLIC COMMENTS: NONE.

3. CONSENT CALENDAR:

3.1 CONTINUED USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE TRES HERMANOS CONSERVATION AUTHORITY

RECOMMENDED ACTION: Adopt Resolution No. THCA 2022-01 entitled: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION AUTHORITY MAKING SPECIFIED

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*FINDINGS RELATING TO THE USE OF TELECONFERENCING IN
ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE
AUTHORITY SUBJECT TO STATE OPEN MEETING LAWS.*

MOTION BY DIRECTOR MOSS AND SECOND BY DIRECTOR ROGERS TO APPROVE THE CONSENT CALENDAR AS PRESENTED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	DIRECTORS:	LYONS, MOSS, ROGERS, ALTERNATE RADECKI, TYE, VICE-CHAIR/MARCUCCI, CHAIR/MARQUEZ
NOES:	DIRECTORS:	NONE
ABSENT:	DIRECTORS:	RUGGLES

4. OLD BUSINESS:

There was none.

6. NEW BUSINESS:

There was none.

7. AUTHORITY DIRECTOR COMMENTS:

Executive Director Fox thanked all the Directors for making time for this special meeting to meet the requirements of AB 361.

Director Tye noted this was the quickest meeting ever.

8. ADJOURNMENT: There being no further business, Chair Ray Marquez adjourned the Tres Hermanos Conservation Authority Special Meeting at 1:38 p.m. to Wednesday, January 19, 2022 at 6:00 p.m.

RAY MARQUEZ
CHAIR

KRISTINA SANTANA
AUTHORITY SECRETARY

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 4.2

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT**

AGENDA NO. 4.2

Date: January 19, 2022
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: Payment Register

Recommendation:

That the Authority receive and file the payment register for the month ended November 30, 2021.

Background/Analysis:

Pursuant to the Amended and Restated Tres Hermanos Conservation Authority Joint Powers Agreement Section 5.2 Disbursements, the warrants and wire transfers of the Authority should be periodically reviewed by the Board.

Attached for your review is the payment register for the month ended November 30, 2021. These payments may include the following types: automatic clearing house (ACH), electronic funds transfer (EFT), and paper check. ACH payments have a five-digit number starting with a "2", EFT payments have a five-digit number starting with a "1", and paper checks have a four-digit number.

Respectfully Submitted,

Reviewed By,

Christina Buhagiar

Christina Buhagiar, Treasurer 1/13/2022

Daniel Fox

Daniel Fox, City Manager 1/13/2022

Attachments:

1. THCA Payment Register - November 2021

Tres Hermanos Conservation Authority

Payment Register

From 11/1/2021 to 11/30/2021

#	DATE	VENDOR NAME	CONTRACT/ PO#	DESCRIPTION	RETENTION	INVOICE AMT
5046	11/10/2021	CITY OF CHINO HILLS		CH/WATER 09/14/21-10/14/21		\$405.96
				TOTAL		\$405.96
5047	11/10/2021	COSTA & ASSOCIATES, INC.	THCA21-002	COSTA/CONSULT/OCT21		\$3,744.00
				TOTAL		\$3,744.00
5048	11/10/2021	EGOSCUE LAW GROUP, INC.	THCA19-004	EGOSCUE/LEGAL/OCT21		\$525.00
				TOTAL		\$525.00
5049	11/10/2021	JANUS PEST MANAGEMENT, INC.	THCA21-001	JANUS/PEST/OCT21		\$65.00
				TOTAL		\$65.00
5050	11/24/2021	CITY OF CHINO HILLS		CH/STAFF TIME/SEP21		\$1,723.54
				TOTAL		\$1,723.54
TOTAL						\$6,463.50

Note: The payments above may include the following types: automatic clearing house (ACH), electronic funds transfer (EFT), and paper check. ACH payments have a five-digit number starting with a "2", EFT payments have a five-digit number starting with a "1", and paper checks have a four-digit number.

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 4.3

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT**

AGENDA NO. 4.3

Date: January 19, 2022
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: Treasurer's Report for the Month Ended November 30, 2021.

Recommendation:

That the Authority receive and file the Treasurer's Report for the month ended November 30, 2021.

Background/Analysis:

Pursuant to the Amended and Restated Tres Hermanos Conservation Authority Joint Powers Agreement Section 5.3 Accounts, the Treasurer must verify and report in writing, at least quarterly, the amount of money held for the Authority, the amount of interest earnings, revenues, and expenditures since the last report.

Attached for your information is the Treasurer's Report for the month ended November 30, 2021.

Respectfully Submitted,

Reviewed By,

Christina Buhagiar

Christina Buhagiar, Treasurer

1/13/2022

Daniel Fox

Daniel Fox, City Manager

1/13/2022

Attachments:

1. Treasurer's Report - November 2021

**Tres Hermanos Conservation Authority
Treasurer's Report
For the Month Ended November 30, 2021**

Description	Cost Value	Market Value	Interest/ Book Yield	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Citizens Business Bank - Premium Money Market LAIF Account	\$ 49,727	\$ 49,727	0.02%	n/a	17.09%
	241,217	241,187	0.20%	n/a	82.91%
Total Investment Portfolio	\$ 290,944	\$ 290,914			100.00%

Blended Yield of Cash and Investments	0.17%
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Benchmarks:	
LAIF	0.20%
6mo U.S. Treasury	0.10%
2yr U.S. Treasury	0.52%
5yr U.S. Treasury	1.14%

I hereby certify that the investments are in compliance with the investment policy adopted by the the Board of Directors. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months. This report meets the requirements of Government Code Section 53646.

Christina Buhagiar
Treasurer

Tres Hermanos Conservation Authority
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Month Ended November 30, 2021

	<u>Revised Budget 2021/22</u>	<u>November 2021</u>	<u>Fiscal Year To Date 2021/22</u>	<u>% of Budget Used</u>
Revenues:				
Interest Income	\$ -	\$ 1	\$ 91	-
Fair Market Value Adjustment	-	-	(10)	-
Rental Income	11,700	675	3,375	29%
Contributions from Member Agencies	241,755	-	241,755	100%
Reimbursements	4,000	37	147	4%
Total Revenues	<u>257,455</u>	<u>713</u>	<u>245,358</u>	<u>95%</u>
Expenditures:				
Contractual Services	189,820	3,809	16,674	9%
Bank Charges	180	-	7	4%
Audit Services	2,855	-	1,800	63%
Legal Services	6,900	525	1,400	20%
Security Services	43,090	3,143	12,655	29%
Professional Services	30,000	1,724	3,798	13%
Liability Insurance	18,760	-	1,654	9%
Office Supplies	5,400	-	1,014	19%
Water	4,000	765	2,104	53%
Permits & Fees	7,864	-	-	0%
Total Expenditures	<u>308,869</u>	<u>9,966</u>	<u>41,106</u>	<u>13%</u>
Excess of Revenues Over/(Under) Expenditures	<u>\$ (51,414)</u>	<u>\$ (9,253)</u>	<u>\$ 204,252</u>	
Fund Balances:				
Beginning of Fiscal Year			\$ 83,905	
Excess of Revenues Over/(Under) Expenditures			204,252	
As of November 30, 2021			<u>\$ 288,157</u>	A
Fund Balances by City:				
Chino Hills			\$ 96,557	
Diamond Bar			91,663	
Industry			99,937	
Total Fund Balances by City			<u>\$ 288,157</u>	

A The ending fund balance in the amount of \$288,157 differs from the bank balance of \$290,944. The (\$2,787) difference is the net of (\$3,502) in accounts payable and \$715 in accounts receivable on the tenant's account.

Note: The above has been modified to show each account in the general ledger instead of grouping some accounts together.

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 4.4

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT****AGENDA NO. 4.4**

Date: January 19, 2022
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: CONTINUED USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE TRES HERMANOS CONSERVATION AUTHORITY.

Recommendation:

Adopt Resolution No. THCA 2022-02 entitled: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION AUTHORITY MAKING SPECIFIED FINDINGS RELATING TO THE USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE AUTHORITY SUBJECT TO STATE OPEN MEETING LAWS.

Background/Discussion:

Due to the continued impact of the COVID-19 pandemic, the California Legislature passed AB 361 (effective October 1, 2021), which authorizes a local agency to use teleconferencing without complying with certain teleconferencing requirements imposed by the Brown Act when: (1) the legislative body of a local agency holds a meeting during a declared state of emergency; (2) when state or local health officials have imposed or recommended measures to promote social distancing; and/or (3) when a local agency has determined that meeting in person would present imminent risks to the health or safety of attendees.

The Authority first utilized the provisions of AB 361 at its Special meeting on October 25, 2021. In order to continue to have the ability to use the modified teleconferencing options, AB 361 requires that the Authority re-affirm its findings every 30 days thereafter. Conditions under which AB 361 may be utilized continue to exist as described in the attached Resolution (Attachment 1).

The Authority is currently going beyond what the Brown Act requires by holding meetings in person and by way of teleconference and allowing the public to participate in both forums. The provisions of AB 361 allowing the modified teleconferencing will expire January 1, 2024.

Fiscal Impact:

No fiscal impact.

Legal Review:

The Authority General Counsel has reviewed and approved the Resolution as to form.

Respectfully Submitted,

Reviewed By,

Kristina Santana

Kristina Santana, City Clerk

1/3/2022

Daniel Fox

Daniel Fox, City Manager

1/12/2022

Attachments:

1. Resolution No. THCA 2022-02 AB 361

RESOLUTION NO. THCA 2022-02**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION AUTHORITY MAKING SPECIFIED FINDINGS RELATING TO THE USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE AUTHORITY SUBJECT TO STATE OPEN MEETING LAWS.**

WHEREAS, on March 4, 2020, California Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic; and

WHEREAS, on March 12, 2020, to address the impacts of COVID-19, Governor Newsom issued Executive Orders that required, among other things, residents of California to follow orders and guidance of local public health officials, including social distancing and masking requirements; and

WHEREAS, existing California law, the Ralph M. Brown Act ("Brown Act") requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public, that a physical location for such meetings be provided, and that the public be permitted to provide public comment during the meetings; and

WHEREAS, the Brown Act permits members of legislative bodies to teleconference into public meetings subject to certain conditions, including that the place from which the member teleconferences be open to the public, that an agenda be posted on the site, and that the teleconference location be noticed in the agenda; and

WHEREAS, in recognition that such public gatherings at such meetings could accelerate the spread of COVID-19, Governor Newsom's Executive Orders suspended, among others, these Brown Act teleconferencing requirements to provide local agencies with greater flexibility to hold meetings via teleconferencing safely; and

WHEREAS, as of September 30, 2021, the Governor's Executive Order suspending the Brown Act's teleconferencing requirements expired; and

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill 361, which authorizes a local agency to continue to use teleconferencing without complying with certain teleconferencing requirements imposed by the Brown Act when: (1) the legislative body of a local agency holds a meeting during a declared state of emergency; (2) when state or local health officials have imposed or recommended measures to promote social distancing; and/or (3) when a local agency has determined that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, both Los Angeles County and state health officials continue to recommend social distancing due to continued community spread of COVID-19 cases; and

WHEREAS, the Authority first utilized the provisions authorized by AB 361 at a Special meeting on October 25, 2021, and subsequently adopted Resolution Nos. THCA 2021-06, 2021-07, and 2022-01 re-affirming its continued use.

WHEREAS, the Authority must approve a Resolution reaffirming that the requirements set forth in Assembly Bill 361 exist every 30 days in order to allow members of its legislative bodies to utilize the provisions of Assembly Bill 361 when attending public meetings via teleconferencing; and

WHEREAS, notwithstanding that the Authority, as defined by the Brown Act, are now holding modified public meetings in person, there may be situations in which a Board of Director(s) decides not to attend in person due to a particular health or safety risk posed by such attendance and as such, it is the desire of the Authority to permit its Board of Directors to attend by way of teleconference pursuant to Assembly Bill 361.

NOW, THEREFORE, THE BOARD OF THE TRES HERMANOS CONSERVATION AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are true and correct. and based thereon, that the spread and potential further spread of COVID-19 poses an imminent risk to the public health and safety.

Section 2. That meetings of the Tres Hermanos Conservation Authority are held in the City of Diamond Bar, in the County of Los Angeles, in the State of California.

Section 3. That a state of emergency due to the COVID-19 pandemic continues to exist and at the time that this Resolution was adopted both Los Angeles County and State health officials are recommending social distancing to slow the spread of COVID-19.

Section 4. That meeting in person may pose an imminent risk to the health and safety of some attendees, including members of the Authority Board of Directors, who due to age, health conditions, or vaccination status, have a higher risk of contracting COVID-19 and are more likely to get severely ill and in some cases, die from COVID-19.

Section 5. That during the effective period of this Resolution and any reaffirmation thereof, Authority Board of Directors may participate in meetings subject to the Brown Act by way of teleconference in accordance with Assembly Bill 361.

Section 6. That meetings shall be held in accordance with AB 361 by, among other things, providing notice to the public how it can access the meeting and provide public comment, providing an opportunity for the public to attend via a call-in or an internet-based service option, conducting the meeting in a manner which protects the statutory and constitutional rights of the public, and stopping the meeting until public access is restored in the event of a service disruption.

Resolution No. THCA 2022-02

IT IS FURTHER RESOLVED that this Resolution is effective for 30 days from its adoption date. Subsequent appearances by teleconferencing of the Board of Directors must be affirmed/acknowledged every 30 days by the Tres Hermanos Conservation Authority in order for the provisions of Assembly Bill 361 to continue to apply.

PASSED, APPROVED AND ADOPTED this 19th day of January, 2022.

Chair
Tres Hermanos Conservation Authority

ATTEST:

I, Kristina Santana, Secretary of the Tres Hermanos Conservation Authority, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Directors of the Tres Hermanos Conservation Authority at a Regular meeting held on the 19th day of January, 2022, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

Kristina Santana
Secretary
Tres Hermanos Conservation Authority

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 5.1

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT****AGENDA NO. 5.1**

Date: January 19, 2022
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: SELECTION OF TRES HERMANOS CONSERVATION AUTHORITY LOGO.

Recommendation:

Provide direction on a preferred logo design for the Tres Hermanos Conservation Authority.

Background/Discussion:

This item was initially presented to the Board at the October 25, 2021 meeting. A total of five options were presented at that time for consideration. Based on comments and discussion, it was the consensus for staff to make additional revisions for further consideration by the Board. In summary, it was suggested that the logo should reflect not only the past history, but also incorporate the future vision for the property. Although a future vision has yet to be defined, there was consensus for a hybrid of Option 3B to include a landscape (absent plants in the foreground), a nod to history and future vision for the property, a silhouette of three longhorns grazing in the distance and a subtle rising or setting sun.

Based on those thoughts and direction, additional options were developed and presented at the December 15, 2021 meeting. Those revised logo illustrations attempted to represent the ranch in its totality – past, present, and with a commitment to preserving/conserving it for future generations, reflecting everything that the public appreciates about the ranch... cattle, rolling hills, oak trees and reservoir.

Following discussion, it was the consensus to further narrow down the options with additional refinements. There was preference for Option 1B with brighter colors and sun, additional water highlights, addition of a hawk, making the oak trees more prominent, and lowering the steer. There was also preference for Option 1A with brighter colors and brighter green oak tree, smaller steers and bolder text for “Conservation Authority” and the Member Cities. Revised logo Options 1B and 1A have been prepared incorporating the above mentions elements and are included in Attachment 1 for Board consideration.

The selected logo or graphic can also be modified at any time. When different or additional uses of the property are considered or implemented (i.e.: open to the public, foster natural habitats, preserve areas while allowing events and activities, connecting

the cities by way of trails, etc.), separate or modified logos may be developed and adapted to reflect those uses at that time.

It is requested that the Board review and provide direction on a preferred logo for official use by the Authority. Alternatively, the Board may provide direction to further refine/combine any of the proposed options or develop additional options all together as may be deemed appropriate.

Respectfully Submitted,

Reviewed By,

Kristina Santana

Kristina Santana, City Clerk

1/12/2022

Daniel Fox

Daniel Fox, City Manager

1/13/2022

Attachments:

1. THCA Logo Rev 1-19-2022

Revised Logo Option – 1B

1B-1



1B-2



Chino Hills · Diamond Bar · Industry Chino Hills · Diamond Bar · Industry

- Steer Head Up

- Steer Head Down



Chino Hills · Diamond Bar · Industry

Previous Option 1B Comments (12.15.2021)

- Water Highlights from 1A
- Brighter Colors
- Add Hawk
- Oak Trees More Prominent
- Move Steer Down

Revised Logo Option – 1A

1A-1



Chino Hills • Diamond Bar • Industry

- Oak Tree Brighter Green
- Lighter Water Color
- Smaller Steers

1A-2



Chino Hills • Diamond Bar • Industry

- Oak Tree Green
- Darker Water Color
- Smaller Steers



Chino Hills • Diamond Bar • Industry

Previous Option 1A Comments (12.15.2021)

- Smaller Steer
- Brighter Colors
- Bolder Text

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 6.1

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT**

AGENDA NO. 6.1

Date: January 19, 2022
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: Consideration of Lease Agreement for Cattle Grazing by and between the Tres Hermanos Conservation Authority and Frank or Sheryl Reyes, for that portion of Tres Hermanos Ranch, South of the Arnold Reservoir.

Recommendation:

That the Board of Directors:

- A. Determine that approval of the Lease Agreement is exempt from the California Environmental Quality Act pursuant to Section 15301 (Class 1) of the CEQA Guidelines, and direct staff to file a Notice of Determination with the County of San Bernardino Clerk of the Board;
- B. Approve a Lease Agreement with Frank or Sheryl Reyes, for that portion of Tres Hermanos Ranch, South of Arnold Reservoir, in a form approved by Authority General Counsel; and
- C. Authorize the Executive Director to execute all documents, related thereto.

Discussion:

Frank or Sheryl Reyes ("Proposed Lessee") has been conducting cattle grazing continuously in the region for more than four decades. Cattle grazing has been conducting for at least as long at Tres Hermanos Ranch. The cattle grazing operation assists with weed abatement and was previously allowed in conjunction with the rental agreement for the dwelling unit. After transfer of the property to the Tres Hermanos Conservation Authority (Authority), the Board of Directors adopted a new residential rental agreement for the dwelling unit. Since the existing cattle grazing operations were not integrated into that residential rental agreement, a separate lease agreement is now required with each rancher to allow continuation of the existing cattle grazing operations.

At this time, Authority may now consider entering into a new Lease Agreement, to allow the existing use to remain. The following table summarizes the major substantive lease provisions:

LEASE PROVISION	PROPOSED
-----------------	----------

Term	Month-to-month, with both Authority and the Proposed Lessee possessing the right to cancel upon 60-day written notice.
Permitted Use	Cattle grazing to provide weed abatement and the associated activities are the sole authorized use, unless prior written consent from Authority is obtained.
Lease Area	That portion of Tres Hermanos Ranch, south of Arnold Reservoir, as depicted in Exhibit "A" of the Lease Agreement.
Rent Amount	\$150 per month, or \$1,800 per year, subject to annual increase each July, based upon the Consumer Price Index (CPI). Proposed Lessee will be responsible for all taxes, including taxes levied for cattle, property, fixtures, improvement, equipment, and possessory interest, and all utilities.
Maintenance and Improvements	Proposed Lessee will maintain all fences, corrals, and water troughs associated with the Proposed Lessee's use. Only temporary structures may be allowed, with prior written consent from Authority.
Compliance with Laws	Proposed Lessee is responsible for compliance with all laws, ordinances, and policies, including, but not limited to, obtaining and maintaining a valid grazing permit from the City of Chino Hills.

A complete copy of the proposed Lease Agreement is included in Attachment A for review and consideration by the Board of Directors.

Environmental Assessment:

The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15301. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The proposed project consists of the leasing of existing public land, involving no expansion of or changes to the existing cattle grazing operations and no planned improvements to the subject property. Therefore, it is recommended that the Board of Directors determine that the approval of the Lease Agreement is exempt from CEQA, pursuant to Section 15301 (Class 1) of the CEQA Guidelines, and no further environmental review is required.

Fiscal Impact:

Lease income will be generated in the amount of \$150 per month, or \$1,800 per year, subject to annual CPI increase. In addition, cattle grazing operations will reduce costs related to weed abatement on an ongoing basis.

Respectfully Submitted,

Reviewed By,

Kristina Santana

Kristina Santana, City Clerk

1/14/2022

Daniel Fox

Daniel Fox, City Manager

Josh Nelson

Josh Nelson, City of Industry Director of Public Works

1/14/2022

Tracy Egoscue

Tracy Egoscue, Assistant

1/14/2022

Attachments:

1. THCA Lease Agreement for Cattle Grazing - Reyes (South of Reservoir) Final
2. THCA Lease Agreement for Cattle Grazing - South of Reservoir-NOE

LEASE AGREEMENT
Cattle Grazing – South of Arnold Reservoir (Reyes)

1. **PARTIES:** This Lease is made between the Tres Hermanos Conservation Authority (AUTHORITY) and Frank or Sheryl Reyes (LESSEE), who agrees as follows:
2. **PREMISES LEASED:** For and in consideration of the mutual covenants and obligations herein contained and to be kept and performed by the respective parties hereto, AUTHORITY does hereby Lease and let unto LESSEE and LESSEE does hereby hire and take from AUTHORITY, upon the terms and conditions hereinafter set forth, non-exclusive use of all that certain real property located in the City of Chino Hills, State of California, described in Exhibit “A” attached hereto and by this reference incorporated herein (hereinafter sometimes referred to as the “Leased Premises”). The Residential Premises as shown on Exhibit “A” shall be included in the “Leased Premises” with the written permission of the Tenant.
3. **TERM:** This Lease shall be on a month-to-month basis, commencing on execution of Lease by Authority.
4. **TERMINATION CLAUSE:** Either party shall have the right to cancel this Lease upon giving sixty (60) day notice in writing to the other party hereto. Rent will not be prorated if this Lease is terminated by LESSEE.
5. **USE:** The AUTHORITY Leases the Leased Premises to LESSEE for the sole purpose of grazing cattle providing the benefit of weed abatement to the AUTHORITY. Other actions related to grazing cattle including but not limited to are constructing and repairing fences and gates, rounding up and releasing livestock and feeding livestock are also allowed. The Leased Premises shall be used for no other purpose by LESSEE without prior written consent of the AUTHORITY.
6. **RENT:** LESSEE shall pay as rental for use of the Leased Premises, the sum of \$150.00 per month. Monthly rental payments shall be paid to AUTHORITY in advance of each calendar month during the term of this Lease, at the address for AUTHORITY regarding payment set forth below. The rent amount shall increase each July 1st commencing on July 1, 2022, based on the annual percentage increase in the Consumer Price Index from March to March for either the All Items Riverside-San Bernardino-Ontario or the All Items Los Angeles-Long Beach-Anaheim indexes whichever is greater. AUTHORITY shall provide at least 30-days notice to LESSEE of any rent increase. In addition, LESSEE shall, at his/her/its own and sole expense: (1) repair and install adequate fencing to securely contain all cattle brought onto the Lease Premises; and (2) visit (or commission others to visit) the Leased Premises on a regular basis for purposes of serving as general caretaker.

Lease Agreement; Cattle Grazing - South of Arnold Reservoir (Reyes)

7. **LIENS:** LESSEE agrees to keep the Leased Premises free and clear of all liens or claims of lien, for all labor, machinery, materials, equipment, and supplied furnishing, or any other items supplied or furnished at the request of the LESSEE and used in connection with any operation on the Leased Premises by the LESSEE. Should AUTHORITY desire to post notice of non-responsibility upon the Leased Premises, LESSEE agrees to allow the same to be posted and to keep said notices posted thereon, all in accordance with this Lease and the requirements of the laws of the State of California.

8. **INDEMNIFICATION OF AUTHORITY:** LESSEE shall indemnify, protect, defend, and hold the AUTHORITY and its officers, employees, agents, and volunteers free and harmless from any and every claim, demand, or action for damages, or injury to any person or persons or property of any kind whatsoever, and any cost, loss, or expense in connection therewith, and agrees to defend the AUTHORITY and all officers, employees, agents, and volunteers of said AUTHORITY against any claims or demands which may arise out of or result from LESSEE'S occupation and activities on the Leased Premises.

9. **INSURANCE:**
 - a. LESSEE agrees to take out and keep in force, during the term hereof, at LESSEE'S expense, comprehensive, general and automobile liability insurance with livestock liability endorsements with companies satisfactory to AUTHORITY to protect against any liability to the public, the AUTHORITY or its officers, employees, agents and volunteers incident to the use or resulting from any accident incident to the use and occupancy of LESSEE, occurring on or about the Leased Premises, the limits of liability to be not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence combined single limits for bodily injury, personal injury, and property damage. If Commercial general Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit. LESSEE further shall at all times carry Worker's Compensation and Employer's Liability Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident to cover worker or persons who perform services for LESSEE on the Leased Premises.

 - b. AUTHORITY, its officers, officials, and employees, and volunteers are to be covered as additional insureds under said policy or policies of insurance. All Insurance required shall be maintained in full force at all times during this Lease by LESSEE. LESSEE shall be required to inform AUTHORITY in writing of any change, expiration or renewal of any insurance policy or policies at least thirty (30) days prior to the effective date of change. Further, each policy shall provide that same shall not be canceled until a

thirty (30) day written notice of cancellation has been mailed to the Tres Hermanos Conservation Authority, Authority's Records Office, C/O Chino Hills City Clerk, 14000 City Center Drive, Chino Hills, California 91709. All such policies shall contain language to the effect that (1) the insurer waives the right of subrogation against the AUTHORITY and its officers, employees, agents, and volunteers; and (2) the policies are primary and non-contributing with any insurance that may be carried by AUTHORITY.

- c. In the event AUTHORITY receives a thirty (30) day written notice of cancellation concerning any of the required policies or should LESSEE fail to have in effect the required coverage at any item during this Lease, AUTHORITY may give notice to LESSEE to reinstate or acquire the affected coverage. Should LESSEE fail to reinstate or acquire the affected coverage within ten (10) days of AUTHORITY'S notice to reinstate or acquire such coverage, AUTHORITY may either terminate the Lease, reinstate or acquire the affected coverage, and LESSEE shall reimburse AUTHORITY for the necessary cost at AUTHORITY'S option. If LESSEE does not reimburse AUTHORITY within ten (10) days after demand by AUTHORITY, AUTHORITY shall have the right to terminate this Lease.
10. **TAXES:** LESSEE shall promptly pay, when due, any and all taxes levied upon or against any cattle, property, fixtures, improvements or equipment placed upon the Leased Premises by LESSEE.
11. **POSSESSORY INTEREST TAXES:** TENANTLESSEE recognizes and understands that this Lease will create a possessory interest subject to property taxation and the TENANTLESSEE may be subject to the payment of property taxes levied on such interest.
12. **UTILITIES:** With the exception of water service, LESSEE is responsible for arranging all other utility services and agrees to promptly pay, when due, all charges for any and all utilities supplied to the Leased Premises, including but not limited to electricity, gas, garbage/waste collection services and telephone services, used by LESSEE in or on the Premises during the term of this Agreement. For water service provided by the City of Chino Hills, AUTHORITY shall invoice LESSEE monthly, and LESSEE agrees to pay AUTHORITY an amount for all charges for water service supplied to Leased Premises, less a credit for water service used by the residence also located on Leased Premises. The credit was determined by the water purveyor for services based on an Elevation Surcharge Intermediate Zone with a 5/8" meter and three units of water each month. Such credit shall be \$36.72 per month for Fiscal Year 2021-22. Effective July 1, 2022, the LESSEE'S charges for water service and the credit for water service used by the residence are subject to an annual increase in July each year thereafter. AUTHORITY will provide at least 30-days notice to LESSEE each year of the relevant rate increase and credit increase.

Lease Agreement; Cattle Grazing - South of Arnold Reservoir (Reyes)

13. **ACCEPTANCE OF PREMISES:** Upon the acceptance or the possession and occupancy of the Leased Premises by LESSEE, the same shall conclusively be deemed to be fit and proper for the purposes for which the same is hereby let and to be used.
14. **COMPLIANCE WITH LAWS:** TENANTLESSEE shall maintain the Leased Premises in a neat and orderly manner at all times. LESSEE shall faithfully observe all laws, ordinances, and policies of the authorities and the legislative bodies of the United States of America, State of California, County of San Bernardino, City of Chino Hills or by any other governmental body having jurisdiction over the same. LESSEE shall comply with all ordinances, laws, rules or regulations, now or hereafter made, affecting their operations on the Leased Premises.
15. **REMOVAL OF IMPROVEMENTS:** Upon the termination of this Lease or any extension or renewal thereof, and the faithful performance of each and all of the covenants thereof, the LESSEE shall have the right to remove from the Leased Premises any and all machinery, fixtures, equipment, and improvements placed thereon by LESSEE. Upon any such termination, if the LESSEE does not elect to renew this Lease, any unremoved machinery, fixtures, equipment, and improvements shall thereupon become the property of the AUTHORITY.
16. **LABOR AND MATERIAL BONDS:** LESSEE shall provide Labor and Material Bonds to cover any damage to fencing and gates during the term of the Lease or any extension thereof in the amount of \$10,000. Said bonds may be in the form of a cash deposit in the full amount, a Bond from an "A" Rated or better bonding company, a certificate of deposit naming the AUTHORITY as a beneficiary, or letter of credit from a financial institution acceptable to the AUTHORITY.
17. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party hereto shall be in writing and either served personally or sent by prepaid, first class certified or registered mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) working days from the date of mailing, if mailed, as provided for in this paragraph or upon receipt thereof if personally served or delivered.

LESSEE'S Address: Frank or Sheryl Reyes
2230 Braeburn Ave
Fullerton, CA 92831

Lease Agreement; Cattle Grazing - South of Arnold Reservoir (Reyes)

AUTHORITY'S Address: Tres Hermanos Conservation Authority
 Authority Records Office
 C/O Chino Hills City Clerk
 14000 City Center Dr
 Chino Hills, CA 91709

18. **DEFAULT:** The failure of the LESSEE to maintain the Leased Premises in a neat and orderly manner and to abide by and perform each and all of the covenants and conditions on the part of LESSEE to be kept and performed in the manner and at the times herein specified, unless excused by some provision of this Lease, shall constitute a default by LESSEE and shall, at the option of AUTHORITY, be cause for termination as follows: AUTHORITY, in the event of any such default and exercise of the option to terminate this Lease, shall mail a notice to LESSEE stating that the Lease shall be terminated in ten (10) days from the date of mailing of said notice unless the default be fully cured within said ten (10) day period. If within said ten (10) day period the default is not corrected, this Lease shall be at an end and all rights of LESSEE upon and to the Leased Premises shall cease and this Lease shall be thereupon terminated. In such event, TENANT shall deliver immediate, peaceful possession of the Leased Premises to AUTHORITY, but shall have ten (10) days in which to remove cattle, machinery, fixtures, equipment, improvements, and other property belonging to TENANT.
19. **GENERAL COVENANTS AND AGREEMENTS:**
- a. TENANT agrees not to use the Leased Premises or any part thereof for any purpose that causes injury to any neighboring property, nor for any purpose in violation of valid applicable laws or ordinances. TENANT shall make no use of the premises that will constitute a nuisance and shall maintain the premises herein described in a neat and orderly manner.
 - b. In the event TENANT uses the Leased Premises for any purpose that constitutes a nuisance, this Lease may be terminated by AUTHORITY immediately upon written notice; unless TENANT abates such nuisance within ten (10) days after AUTHORITY has served upon TENANT written notice requiring such abatement.
 - c. TENANT agrees not to record this Lease or any memorandum of this Lease.
 - d. TENANT agrees to maintain all fences, corrals, and water troughs in good repair and condition, subject to reasonable wear and tear, and to make reasonable efforts to prevent trespassers from entering the Leased Premises.
 - e. TENANT shall not hunt or fish on the Leased Premises nor cut or carry off wood from the Leased Premises, nor burn any substance growing on the land, nor perform grading activity without the prior written consent from the AUTHORITY.

20. **SPECIAL COVENANTS AND AGREEMENTS:**

- a. AUTHORITY reserves the right to enter, occupy and use the Leased Premises for any purpose, including but not limited to, equestrian trails and the fencing thereof, any time so long as it does not unreasonably interfere with TENANTS right to graze the Leased Premises, direct their agents and employees to conduct oil test, surveying, and geological and environmental studies and to conduct such other development work as may be desired by AUTHORITY.
 - b. Any structures or portions thereof installed or constructed by TENANT on the Leased Premises, including fences, shall be of a temporary nature and shall be constructed in such a manner that removal or relocation may readily be made. Said removal or relocation shall be made at no cost to the AUTHORITY. TENANT shall not construct any structures on the Leased Premises without prior written consent of the AUTHORITY.
 - c. TENANT will agree to maintain an on-going dialogue with AUTHORITY to assist and cooperate with the AUTHORITY in resolving public access/grazing conflicts that may include the need to relocate or limit cattle from accessing certain areas of the Leased Premises upon 10-day for public events or 48 hour notice.
21. **NON-WAIVER:** The failure or omission of AUTHORITY to terminate this Lease for any violation of its terms, covenants, or conditions shall not be deemed to be a consent by the AUTHORITY to such or any subsequent violation or a waiver of any of the rights of the AUTHORITY hereunder and shall in no manner thereafter stop or prevent AUTHORITY from terminating this Lease for any subsequent violation of any term, covenant, or condition hereof.
22. **INSPECTION:** AUTHORITY, its employees, agents, and attorneys, shall have the right to enter upon the Leased Premises for the purpose of viewing and inspecting the Leased Premises at any and all reasonable times.
23. **ASSIGNMENTS AND SUBLETTING:** LESSEE shall not assign, sublet, or hypothecate this Lease, or any interest herein, whether voluntarily or involuntarily, without the prior written consent of AUTHORITY. Any attempted assignment, subletting, hypothecation, or transfer of LESSEE'S interest in this Lease in violation hereof shall be void and entitles AUTHORITY to any and all remedies at law and in-equity.
24. **CAPTIONS:** The captions of this Lease shall have no effect on its interpretations.
25. **SUCCESSORS AND ASSIGNS:** All the provisions of this Lease shall extend to and include and be binding upon the successors and assigns of the AUTHORITY and the successors and assigns of the LESSEE. This Lease shall inure to the benefit of and be binding upon the successors and assigns of both parties.

Lease Agreement; Cattle Grazing - South of Arnold Reservoir (Reyes)

26. **COUNTERPARTS:** This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year last written below.

TRES HERMANOS CONSERVATION
AUTHORITY:

LESSEE:

Chair

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

ATTEST:

Kristina Santana, Secretary

Date: _____

APPROVED AS TO FORM:

Tracy J. Egoscue, Authority General Counsel

Date: _____

Lease Agreement; Cattle Grazing - South of Arnold Reservoir (Reyes)

EXHIBIT A

(WILL BE PROVIDED AS A HANDOUT PRIOR TO THE MEETING)

NOTICE OF EXEMPTION

To: Clerk of the Board
County of San Bernardino
Environmental Notices
385 N. Arrowhead Avenue
San Bernardino, CA 92415

From: Tres Hermanos Conservation
Authority
14000 City Center Drive
Chino Hills, CA 91709

Project Title: Lease Agreement for Cattle Grazing by and between the Tres Hermanos Conservation Authority and Frank or Sheryl Reyes for that portion of Tres Hermanos Ranch, south of Arnold Reservoir

Project Location - Specific: Tres Hermanos Ranch is comprised of San Bernardino County Assessor-Recorder-Clerk Parcel Nos. 1000011190000, 1000011210000, 1000011220000, 1000021130000, 1000021140000, 1000031140000, and 1000031150000.

Project Location-City: City of Chino Hills

Project Location-County: San Bernardino

Description of Project: The proposed project is approval of a lease agreement to maintain existing cattle grazing on the subject property, to benefit weed abatement.

Name of Public Agency Approving Project: Tres Hermanos Conservation Authority

Name of Person or Agency Carrying Out Project: Tres Hermanos Conservation Authority and Frank or Sheryl Reyes

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301, Class 1
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15301. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The proposed project consists of the leasing of existing public land, involving no expansion of or changes to the existing cattle grazing operations and no planned improvements to the subject property.

Lead Agency

Contact Person: Daniel Fox Telephone: (909) 839-7010

Signature: _____ Date: _____

Title: Executive Director

TRES HERMANOS CONSERVATION AUTHORITY

ITEM NO. 6.2

**TRES HERMANOS CONSERVATION AUTHORITY
STAFF REPORT****AGENDA NO. 6.2**

Date: January 19, 2022
To: Chair and Board of Directors
From: Daniel Fox, Executive Director
Subject: Consideration of Lease Agreement for Cattle Grazing by and between the Tres Hermanos Conservation Authority and Debra Scott, Mellissa Misner and Mark Drum for that Portion of Tres Hermanos Ranch, North of Arnold Reservoir.

Recommendation:

That the Board of Directors:

- A. Determine that approval of the Lease Agreement is exempt from the California Environmental Quality Act pursuant to Section 15301 (Class 1) of the CEQA Guidelines, and direct staff to file a Notice of Exemption with the County of Los Angeles Clerk and County of San Bernardino Clerk of the Board;
- B. Approve a Lease Agreement with Debra Scott, Mellissa Misner and Mark Drum for that Portion of Tres Hermanos Ranch, North of Arnold Reservoir, in a form approved by Authority General Counsel; and
- C. Authorize the Executive Director to execute all documents, related thereto.

Discussion:

Debra Scott, Mellissa Misner and Mark Drum (collectively “Proposed Lessee”) and prior ranchers have been conducting cattle grazing continuously on Tres Hermanos Ranch for more than four decades. The cattle grazing operation assists with weed abatement and was previously allowed in conjunction with the rental agreement for the dwelling unit. After transfer of the property to the Tres Hermanos Conservation Authority (Authority), the Board of Directors adopted a new residential rental agreement for the dwelling unit. Since the existing cattle grazing operations were not integrated into that residential rental agreement, a separate lease agreement is now required with each rancher to allow continuation of the existing cattle grazing operations.

At this time, the Authority may now consider entering into a new Lease Agreement, to allow the existing use to remain. The following table summarizes the major substantive lease provisions:

LEASE PROVISION	PROPOSED
Term	Month-to-month, with both Authority and the Proposed Lessee possessing the right to cancel upon 60-day written notice.
Permitted Use	Cattle grazing to provide weed abatement and the associated activities are the sole authorized use, unless prior written consent from Authority is obtained.
Lease Area	That portion of Tres Hermanos Ranch, north of Arnold Reservoir, as depicted in Exhibit "A" of the Lease Agreement.
Rent Amount	\$150 per month, or \$1,800 per year, subject to annual increase each July, based upon the Consumer Price Index (CPI). Proposed Lessee will be responsible for all taxes, including taxes levied for cattle, property, fixtures, improvement, equipment, and possessory interest, and all utilities.
Maintenance and Improvements	Proposed Lessee will maintain all fences, corrals, and water troughs associated with the Proposed Lessee's use. Only temporary structures may be allowed, with prior written consent from Authority.
Compliance with Laws	Proposed Lessee is responsible for compliance with all laws, ordinances, and policies, including, but not limited to, obtaining and maintaining a valid grazing permit from the City of Chino Hills and business license from the City of Diamond Bar.

A complete copy of the proposed Lease Agreement is included in Attachment A for review and consideration by the Board of Directors.

Environmental Assessment:

The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15301. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The proposed project consists of the leasing of existing public land, involving no expansion of or changes to the existing cattle grazing operations and no planned improvements to the subject property. Therefore, it is recommended that the Board of Directors determine that the approval of the Lease Agreement is exempt from CEQA, pursuant to Section 15301 (Class 1) of the CEQA Guidelines, and no further environmental review is required.

Fiscal Impact:

Lease income will be generated in the amount of \$150 per month, or \$1,800 per year, subject to annual CPI increase. In addition, cattle grazing operations will reduce costs related to weed abatement on an ongoing basis.

Respectfully Submitted,

Reviewed By,

Kristina Santana

Kristina Santana, City Clerk

1/14/2022

Daniel Fox

Daniel Fox, City Manager

Josh Nelson

Josh Nelson, City of Industry Director of Public Works

1/14/2022

Tracy Egoscue

Tracy Egoscue, Assistant

1/14/2022

Attachments:

1. THCA Lease Agreement for Cattle Grazing - Scott (North of Reservoir) Final
2. THCA Lease Agreement for Cattle Grazing - North of Reservoir-NOE

LEASE AGREEMENT
Cattle Grazing – North of Arnold Reservoir (Scott)

1. **PARTIES:** This Lease is made between the Tres Hermanos Conservation Authority (AUTHORITY) and Debra Scott, Mellissa Misner and Mark Drum (LESSEE), who agrees as follows:
2. **PREMISES LEASED:** For and in consideration of the mutual covenants and obligations herein contained and to be kept and performed by the respective parties hereto, AUTHORITY does hereby Lease and let unto LESSEE and LESSEE does hereby hire and take from AUTHORITY, upon the terms and conditions hereinafter set forth, non-exclusive use of all that certain real property located in the cities of Chino Hills and Diamond Bar, State of California, described in Exhibit “A” attached hereto and by this reference incorporated herein (hereinafter sometimes referred to as the “Leased Premises”). The Non-Exclusive Premises as shown on Exhibit “A” shall be a part of the Leased Premises until such time as the AUTHORITY gives sixty (60) day advanced notice to vacate the Non-Exclusive Premises or a portion thereof.
3. **TERM:** This Lease shall be on a month-to-month basis, commencing on execution of Lease by Authority.
4. **TERMINATION CLAUSE:** Either party shall have the right to cancel this Lease upon giving sixty (60) day notice in writing to the other party hereto. Rent will not be prorated if this Lease is terminated by LESSEE.
5. **USE:** The AUTHORITY Leases the Leased Premises to LESSEE for the sole purpose of grazing cattle providing the benefit of weed abatement to the AUTHORITY. Other actions related to grazing cattle including but not limited to are constructing and repairing fences and gates, rounding up and releasing livestock and feeding livestock are also allowed. The Leased Premises shall be used for no other purpose by LESSEE without prior written consent of the AUTHORITY.
6. **RENT:** LESSEE shall pay as rental for use of the Leased Premises, the sum of \$150.00 per month. Monthly rental payments shall be paid to AUTHORITY in advance of each calendar month during the term of this Lease, at the address for AUTHORITY regarding payment set forth below. The rent amount shall increase each July 1st commencing on July 1, 2022, based on the annual percentage increase in the Consumer Price Index from March to March for either the All Items Riverside-San Bernardino-Ontario or the All Items Los Angeles-Long Beach-Anaheim indexes whichever is greater. AUTHORITY shall provide at least 30-days notice to LESSEE of any rent increase. In addition, LESSEE shall, at his/her/its own and sole expense: (1) repair and install adequate fencing to securely contain all cattle brought onto the Lease Premises; and (2) visit (or commission others to visit) the Leased Premises on a regular basis for purposes of serving as general caretaker.

7. **LIENS:** LESSEE agrees to keep the Leased Premises free and clear of all liens or claims of lien, for all labor, machinery, materials, equipment, and supplied furnishing, or any other items supplied or furnished at the request of the LESSEE and used in connection with any operation on the Leased Premises by the LESSEE. Should AUTHORITY desire to post notice of non-responsibility upon the Leased Premises, LESSEE agrees to allow the same to be posted and to keep said notices posted thereon, all in accordance with this Lease and the requirements of the laws of the State of California.
8. **INDEMNIFICATION OF AUTHORITY:** LESSEE shall indemnify, protect, defend, and hold the AUTHORITY and its officers, employees, agents, and volunteers free and harmless from any and every claim, demand, or action for damages, or injury to any person or persons or property of any kind whatsoever, and any cost, loss, or expense in connection therewith, and agrees to defend the AUTHORITY and all officers, employees, agents, and volunteers of said AUTHORITY against any claims or demands which may arise out of or result from LESSEE'S occupation and activities on the Leased Premises.
9. **INSURANCE:**
 - a. LESSEE agrees to take out and keep in force, during the term hereof, at LESSEE'S expense, comprehensive, general and automobile liability insurance with livestock liability endorsements with companies satisfactory to AUTHORITY to protect against any liability to the public, the AUTHORITY or its officers, employees, agents and volunteers incident to the use or resulting from any accident incident to the use and occupancy of LESSEE, occurring on or about the Leased Premises, the limits of liability to be not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence combined single limits for bodily injury, personal injury, and property damage. If Commercial general Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit. LESSEE further shall at all times carry Worker's Compensation and Employer's Liability Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident to cover worker or persons who perform services for LESSEE on the Leased Premises.
 - b. AUTHORITY, its officers, officials, and employees, and volunteers are to be covered as additional insureds under said policy or policies of insurance. All Insurance required shall be maintained in full force at all times during this Lease by LESSEE. LESSEE shall be required to inform AUTHORITY in writing of any change, expiration or renewal of any insurance policy or policies at least thirty (30) days prior to the effective date of change.

Further, each policy shall provide that same shall not be canceled until a thirty (30) day written notice of cancellation has been mailed to the Tres Hermanos Conservation Authority, Authority's Records Office, C/O Chino Hills City Clerk, 14000 City Center Drive, Chino Hills, California 91709. All such policies shall contain language to the effect that (1) the insurer waives the right of subrogation against the AUTHORITY and its officers, employees, agents, and volunteers; and (2) the policies are primary and non-contributing with any insurance that may be carried by AUTHORITY.

- c. In the event AUTHORITY receives a thirty (30) day written notice of cancellation concerning any of the required policies or should LESSEE fail to have in effect the required coverage at any item during this Lease, AUTHORITY may give notice to LESSEE to reinstate or acquire the affected coverage. Should LESSEE fail to reinstate or acquire the affected coverage within ten (10) days of AUTHORITY'S notice to reinstate or acquire such coverage, AUTHORITY may either terminate the Lease, reinstate or acquire the affected coverage, and LESSEE shall reimburse AUTHORITY for the necessary cost at AUTHORITY'S option. If LESSEE does not reimburse AUTHORITY within ten (10) days after demand by AUTHORITY, AUTHORITY shall have the right to terminate this Lease.
10. **TAXES:** LESSEE shall promptly pay, when due, any and all taxes levied upon or against any cattle, property, fixtures, improvements or equipment placed upon the Leased Premises by LESSEE.
11. **POSSESSORY INTEREST TAXES:** LESSEE recognizes and understands that this Lease will create a possessory interest subject to property taxation and the LESSEE may be subject to the payment of property taxes levied on such interest.
12. **UTILITIES:** LESSEE is responsible for arranging all other utility services and agrees to promptly pay, when due, all charges for any and all utilities supplied to the Leased Premises, including but not limited to water, electricity, gas, garbage/waste collection services and telephone services, used by LESSEE in or on the Premises during the term of this Agreement.
13. **ACCEPTANCE OF PREMISES:** Upon the acceptance or the possession and occupancy of the Leased Premises by LESSEE, the same shall conclusively be deemed to be fit and proper for the purposes for which the same is hereby let and to be used.
14. **COMPLIANCE WITH LAWS:** LESSEE shall maintain the Leased Premises in a neat and orderly manner at all times. LESSEE shall faithfully observe all laws, ordinances, and policies of the authorities and the legislative bodies of the United States of America, State of California, County of Los Angeles, County of San Bernardino, City of Chino Hills, City of Diamond Bar or by any other governmental body having jurisdiction over the same. LESSEE shall comply with all ordinances,

that the Lease shall be terminated in ten (10) days from the date of mailing of said notice unless the default be fully cured within said ten (10) day period. If within said ten (10) day period the default is not corrected, this Lease shall be at an end and all rights of LESSEE upon and to the Leased Premises shall cease and this Lease shall be thereupon terminated. In such event, LESSEE shall deliver immediate, peaceful possession of the Leased Premises to AUTHORITY, but shall have sixty (60) days in which to remove cattle, machinery, fixtures, equipment, improvements, and other property belonging to LESSEE.

19. **GENERAL COVENANTS AND AGREEMENTS:**

- a. LESSEE agrees not to use the Leased Premises or any part thereof for any purpose that causes injury to any neighboring property, nor for any purpose in violation of valid applicable laws or ordinances. LESSEE shall make no use of the premises that will constitute a nuisance and shall maintain the Leased Premises in a neat and orderly manner.
- b. In the event LESSEE uses the Leased Premises for any purpose that constitutes a nuisance, this Lease may be terminated by AUTHORITY immediately upon written notice; unless LESSEE abates such nuisance within ten (10) days after AUTHORITY has served upon LESSEE written notice requiring such abatement.
- c. LESSEE agrees not to record this Lease or any memorandum of this Lease.
- d. LESSEE agrees to maintain all fences, corrals, and water troughs in good repair, subject to reasonable wear and tear associated with LESSEE'S use, and to make reasonable efforts to prevent trespassers from entering the Leased Premises.
- e. LESSEE shall not hunt or fish on the Leased Premises nor cut or carry off wood from the Leased Premises, nor burn any substance growing on the land, nor perform grading activity without the prior written consent from the AUTHORITY.

20. **SPECIAL COVENANTS AND AGREEMENTS:**

- a. AUTHORITY reserves the right to enter, occupy and use the Leased Premises for any purpose, including but not limited to, equestrian trails and the fencing thereof, any time so long as it does not unreasonably interfere with LESSEE'S right to graze the Leased Premises, direct their agents and employees to conduct oil test, surveying, and geological and environmental studies and to conduct such other development work as may be desired by AUTHORITY.
- b. Any structures or portions thereof installed or constructed by LESSEE on the Leased Premises, including fences, shall be of a temporary nature and

shall be constructed in such a manner that removal or relocation may readily be made. Said removal or relocation shall be made at no cost to the AUTHORITY. LESSEE shall not construct any structures on the Leased Premises without prior written consent of the AUTHORITY.

- c. LESSEE will agree to maintain an on-going dialogue with AUTHORITY to assist and cooperate with the AUTHORITY in resolving public access/grazing conflicts that may include the need to relocate or limit cattle from accessing certain areas of the Leased Premises upon 45-day notice for public events or 48-hour notice for necessary property maintenance.
21. **NON-WAIVER:** The failure or omission of AUTHORITY to terminate this Lease for any violation of its terms, covenants, or conditions shall not be deemed to be a consent by the AUTHORITY to such or any subsequent violation or a waiver of any of the rights of the AUTHORITY hereunder and shall in no manner thereafter stop or prevent AUTHORITY from terminating this Lease for any subsequent violation of any term, covenant, or condition hereof.
22. **INSPECTION:** AUTHORITY, its employees, agents, and attorneys, shall have the right to enter upon the Leased Premises for the purpose of viewing and inspecting the Leased Premises at any and all reasonable times.
23. **ASSIGNMENTS AND SUBLETTING:** LESSEE shall not assign, sublet, or hypothecate this Lease, or any interest herein, whether voluntarily or involuntarily, without the prior written consent of AUTHORITY. Any attempted assignment, subletting, hypothecation, or transfer of LESSEE'S interest in this Lease in violation hereof shall be void and entitles AUTHORITY to any and all remedies at law and in-equity.
24. **CAPTIONS:** The captions of this Lease shall have no effect on its interpretations.
25. **SUCCESSORS AND ASSIGNS:** All the provisions of this Lease shall extend to and include and be binding upon the successors and assigns of the AUTHORITY and the successors and assigns of the LESSEE. This Lease shall inure to the benefit of and be binding upon the successors and assigns of both parties.
26. **COUNTERPARTS:** This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

Lease Agreement; Cattle Grazing – North of Arnold Reservoir (Scott)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year last written below.

TRES HERMANOS CONSERVATION
AUTHORITY:

LESSEE:

Chair

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

ATTEST:

Kristina Santana, Secretary

Date: _____

APPROVED AS TO FORM:

Tracy J. Egoscue, Authority General Counsel

Date: _____

Lease Agreement; Cattle Grazing – North of Arnold Reservoir (Scott)

EXHIBIT A

(WILL BE PROVIDED AS A HANDOUT PRIOR TO THE MEETING)

NOTICE OF EXEMPTION

To: Clerk of the Board
County of San Bernardino
Environmental Notices
385 N. Arrowhead Avenue
San Bernardino, CA 92415

From: Tres Hermanos Conservation
Authority
14000 City Center Drive
Chino Hills, CA 91709

County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway
#2001
Norwalk, CA 90650

Project Title: Lease Agreements for Cattle Grazing: (1) by and between the Tres Hermanos Conservation Authority and Debra Scott, Mellissa Misner and Mark Drum for that portion of Tres Hermanos Ranch, north of Arnold Reservoir;

Project Location - Specific: Tres Hermanos Ranch is comprised of Los Angeles County Assessor Parcel Nos: 8701-021-905, 8701-022-909, 8701-022-910; and San Bernardino County Assessor-Recorder-Clerk Parcel Nos. 1000011190000, 1000011210000, 1000011220000, 1000021130000, 1000021140000, 1000031140000, and 1000031150000.

Project Location-City: Cities of Chino Hills and Diamond Bar

Project Location-County: San Bernardino and Los Angeles

Description of Project: The proposed project is approval of a lease agreement to maintain existing cattle grazing on the subject property, to benefit weed abatement.

Name of Public Agency Approving Project: Tres Hermanos Conservation Authority

Name of Person or Agency Carrying Out Project: Tres Hermanos Conservation Authority, Debra Scott, Mellissa Misner and Mark Drum

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301, Class 1
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15301. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or

private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The proposed project consists of the leasing of existing public land, involving no expansion of or changes to the existing cattle grazing operations and no planned improvements to the subject property.

Lead Agency

Contact Person: Daniel Fox Telephone: (909) 839-7010

Signature: _____ Date: _____

Title: Executive Director