Town Council Agenda

Wednesday, February 16, 2022, 4:00 p.m.
437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Town Council:

Mayor Lynda Salcido, Mayor Pro Tem John Wentworth, Councilmember Sarah Rea, Councilmember Bill Sauser, Councilmember Kirk Stapp

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (760) 965-3602. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)
NOTE: Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Town Offices located at 437 Old Mammoth Road, Suite 230 during normal business hours. Such documents are also available on the Town of Mammoth Lakes website at www.townofmammothlakes.ca.gov subject to staff's ability to post the documents before the meeting.
NOTE: All comments will be limited to a speaking time of five minutes.

NOTE: This meeting will be conducted pursuant to the provisions of Assembly Bill 361 which amends certain requirements of the Ralph M. Brown Act. While Suite *Z* is still open to the public, it is strongly encouraged that you watch the Town Council meetings on the Town of Mammoth Lakes' website at www.townofmammothlakes.ca.gov , on the local government cable channel 18, or via Zoom. Public comments can be submitted to the Town Clerk at clerk@townofmammothlakes.ca.gov. before and during the meeting.

ZOOM INFORMATION

Join from a PC, Mac, iPad, iPhone, or Android device:
Please type in or cut and paste in this URL to join. https://monocounty.zoom.us/s/92958002088
Or join by phone:
Dial (for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 646 876 9923
Webinar ID: 929 5800 2088
International numbers available: https://monocounty.zoom.us/u/acobwlnMsm

Public comments can also be given through Zoom by logging in or dialing in and raising your hand.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENTS

   The Public Comment portion of the agenda provides the public with an opportunity to address the Town Council on matters not otherwise listed on the agenda. Under California law the Town Council is prohibited from generally discussing or taking action on items not included in the agenda; however, the Town Council may briefly respond to comments or questions from members of the public. Therefore, the Town Council will listen to all public comment, but will not generally discuss the matter or take action on it. Requests for service from the Town may also be made at the Town offices during regular business hours. Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration.

4. ADDITIONS TO THE AGENDA

   Opportunity to add urgency items pursuant to Government Code Section 54954.2(b)2, if necessary.

   4.1. Adopt a resolution authorizing a $100,000 grant to assist Inyo Mono Advocates for Community Action (IMACA) to continue programs to residents of Mammoth Lakes.

5. REPORTS FROM COMMISSIONS AND/OR DEPARTMENTS (AS NEEDED)
6. COUNCIL PRESENTATIONS

   6.1. Introduce new Engineering Technician Riley Griesenbeck.

   6.2. Introduce new Mammoth District Ranger Fred Wong.

7. STAFF PRESENTATIONS

   7.1. Presentation on the 2021 Town's Annual Accomplishment Report.

   7.2. Town of Mammoth Lakes Development Highlights.

8. CONSENT AGENDA

   8.1. Approve the minutes of the regular meeting of February 2, 2022.

   8.2. Approve the minutes of the special meeting of February 9, 2022.

   8.3. Authorize the legal services agreement with Prentice Long PC to assist the Town in negotiations with employee bargaining units.

   8.4. Amend Supplemental Services Agreement No. 25 with Brandley Engineering, Inc. for Design of ARFF/Snow Removal Equipment Facility at Mammoth Yosemite Airport.

   8.5. Approve the resolution authorizing the Town Manager to execute documents and take other steps to further the implementation of the Town's housing programs and related matters.

   8.6. Accept Payment Approval Report No. 22-31 in the amount of $1,175,387.18. Accept Payment Approval Report No. 22-32 in the amount of $35,040.00

9. POLICY MATTERS

9.1. Update on Management and Response to the COVID-19 Pandemic.

9.2. Presentation on budget performance through the second quarter of FY21-22, and adopt a resolution amending the Fiscal Year 21-22 budget.

10. COUNCILMEMBER REPORTS

Informational reports from Councilmember representatives on committees, commissions, and organizations; general reports on Councilmember activities

11. CLOSED SESSION

11.1. Pursuant to Government Code Section 54956.8, the Town Council will hold a conference with its representatives in regard to property negotiations pertaining to:
Property: 550 Mono Street, Unit C-201 (Meridian Court Complex)

Agency Negotiators: Daniel C. Holler, Sandra Moberly, and Rob Patterson

Negotiating Parties: Town of Mammoth Lakes and Rainbow Falls Properties, LLC

Under Negotiation: Sales price and terms of payment for the purchase of the property

11.2. Pursuant to Government Code Section 54956.8, the Town Council will hold a conference with its representatives in regard to property negotiations pertaining to:
Property: 130 Lupin Street and 142 Lupin Street

Agency Negotiators: Daniel C. Holler, Sandra Moberly, and Rob Patterson

Negotiating Parties: Town of Mammoth Lakes and Snowcreek Property Company / Barbara Taylor

Under Negotiation: Sales price and terms of payment for the purchase of the property

11.3. Pursuant to Government Code Section 54956.8, the Town Council will hold a conference with its representatives in regard to property negotiations pertaining to:
Property: 550 Mono Street, Unit F-203 (Meridian Court Complex)

Agency Negotiators: Daniel C. Holler, Sandra Moberly, and Rob Patterson

Under Negotiation: Sales price for the sale of the property

11.4. Pursuant to Government Code Section 54956.8, the Town Council will hold a conference with its representatives in regard to property negotiations pertaining to:
Property: 167 Meadow Lane, Unit 54 (La Vista Blanc Complex)

Agency Negotiators: Daniel C. Holler, Sandra Moberly, and Rob Patterson

Under Negotiation: Sales price for the sale of the property

12. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

13. ADJOURNMENT

The Town Council will adjourn to a regular meeting to be held on Wednesday, March 2, 2022 at 4:00 p.m.

Addition to the Agenda

Staff is requesting Council add an urgency item to the agenda, to consider a resolution providing grant funding in the amount of $100,000 to Inyo Mono Advocates for Community Action (IMACA). The need for this item came to the attention of Town staff after the agenda was posted. IMACA has indicated that its financial condition is such that delaying consideration of this funding to a future meeting may result in some of IMACA's community services being discontinued, creating a need for the Town Council to consider taking immediate action.

This allows the Council to add this item to the agenda with a 4/5ths vote.

Background

On February 11, 2022, Inyo Mono Advocates for Community Action (IMACA) requested to meet with Town staff and other partners on February 14th to discuss IMACA's precarious financial position. IMACA staff requested emergency funding from the partner agencies as they have very limited cash flow to support the organization over the next 30 days. A request was made of partner agencies to provide cash donations (grants) to allow IMACA time to transition programs to other providers and determine if IMACA can continue to provide one or two programs. The five core programs supported by IMACA include: Preschool, Childcare, Food Distribution, Housing and Homelessness Services, and Energy Assistance. Discontinuing one or more of these programs will negatively impact residents in Mammoth Lakes. Staff is recommending providing emergency grant funding to provide the resources needed by IMACA to effectively transition some or all of its services to other providers and to restructure operations accordingly. The proposed resolution authorizes a grant of $100,000 to IMACA for these purposes. A separate grant agreement will be prepared to define the use of funds. The agreement will be completed quickly if the resolution is passed. The form would be similar to other grant agreements used by the Town. Funding is recommended to come from the Town's operating reserves.

Recommendation

Staff is recommending Council approve a resolution authorizing a one hundred-thousand-dollar ($100,000) grant to assist Inyo Mono Advocates for Community Action (IMACA) to manage, administer and provide community benefit programs including food distribution, childcare, preschool, continuum of care housing services, and related programs to residents of Mammoth Lakes.

RESOLUTION NO. 22-

RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,
AUTHORIZING A GRANT OF ONE HUNDRED THOUSAND DOLLARS ($100,000) TO ASSIST
INYO MONO ADVOCATES FOR COMMUNITY ACTION (IMACA) TO MANAGE AND
ADMINISTER COMMUNTY BENEFIT PROGRAMS TO RESIDENTS OF MAMMOTH LAKES

WHEREAS, the Town Council has supported community-first programs to protect the health, welfare, and safety of residents by providing for basic needs such as food and shelter; and

WHEREAS, Inyo Mono Advocates for Community Action (IMACA) has provided community support services in Mammoth Lakes including but not limited to food distribution services, in-home childcare services, pre-school programs, and continuum of care-related services; and

WHEREAS, IMACA has informed the Town of Mammoth Lakes and other agencies that IMACA is experiencing a financial crisis that may result in the discontinuation of vital community support services within the next 30 days impacting the health, welfare, and safety of residents; and

WHEREAS, IMACA has an immediate need for financial support to provide funding to meet administrative and program expenses, in order to avoid or postpone the discontinuation of supported programs and give IMACA time to examine its operations and expenses and search for ways to allow its programs to continue.

NOW, THEREFORE, BE IT RESOLVED, that a grant in the amount of one hundred thousand dollars ($100,000) is authorized to be made to Inyo Mono Advocates for Community Action (IMACA) to assist with managing and administration of community support services including food distribution services, in-home childcare services, pre-school programs, and continuum of care-related services, upon execution by IMACA of a grant agreement satisfactory to the Town Manager and Town Attorney.

BE IT FURTHER RESOLVED that the Town Council finds that the provision of financial support for IMACA to provide community support services benefits the community, serves a public purpose, and supports public health, welfare, and safety in Mammoth Lakes.

BE IT FURTHER RESOLVED that the Town Manager and Finance Director are directed to amend the FY2021-22 budget by appropriating funding from the Town's Operating Reserve and increasing the community support account (100-416-4220) to fund community programs provided to residents of the Town of Mammoth Lakes by Inyo Mono Advocates for Community Action (IMACA).

APPROVED AND ADOPTED THIS 16TH day of February 2022.

_____
LYNDA SALCIDO, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

IMACA
Inyo Mono Advocates for Community Action

Administration
Preschool
Food Bank
Utility Assistance
Weatherization
180 Clarke St
Bishop, CA 93514
(760) 873-8557
(760) 874-1190 FAX
www.imaca.net
info@imaca.net

Homeless and
Housing
Navigation Centers
Bishop Center
137 E South St
Bishop, CA 93514
(760) 873-7709
(760) 874-1191 FAX
Mammoth Center
625 Old Mammoth Rd.
Mammoth Lakes, CA
93546
(760) 873-7709
(760) 874-1191 FAX

Community
Connections for
Children
625 Old Mammoth Rd.
Mammoth Lakes, CA
93546
(760) 934-3343
(760) 934-2075 FAX

IMACA is a Non-Profit,
Tax-Exempt organi-
zation under Section
501(c)(3) of the IRS
Code.
EIN: 95-3508750

February 15, 2022

Dear Town of Mammoth Lakes Town Council:

Inyo Mono Advocates for Community Action is facing a fiscal crisis and urgently seeking funding that will allow the organization to continue providing needed public services to economically vulnerable community members. IMACA is working quickly to determine what programs we have the funding and capacity to continue to implement directly and which programs can be transferred to other community partners. While IMACA has left no stone unturned in working to avoid the current situation, given the severity of our cash flow crisis, it will be necessary to close down some programs. Clearly, maintaining programs and handing off programs in an orderly fashion are the most preferable outcomes, but IMACA needs additional funds beyond what we currently have available to us to be able to do so. Even despite contract advances that have proved a lifeline for us recently, IMACA could easily run out of funds for programs and staff payroll by mid-March 2022 without a substantial additional cash infusion. IMACA is reaching out to a wide range of partners for funding support, with the dual intent of continuing to provide vital continuity of services as long as possible as well as allowing for additional time to relocate programs that we cannot currently afford to maintain.

On behalf of the IMACA Board of Directors, I respectfully come before you today to formally request $100,000 of funding. We arrived at this number because we calculate we will need $400,000 total, in the near future, and will or have already approached Inyo County, Mono County, and the City of Bishop for $100,000 each.

Thank you very much for your consideration. I am happy to answer any questions you may have and provide additional details.

Kate Morley, MSc
Executive Director

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Presentation on the 2021 Town's Annual Accomplishment Report.

Council Meeting Date: 2/16/2022

Prepared by: Pam Kobylarz, Assistant to the Town Manager
Daniel C. Holler, Town Manager
Stuart Brown, Parks & Recreation Director/PIO

Recommended Motion: Presentation only for Council comment and information.

Summary:

Staff will provide a presentation on the 2021 Town Annual Accomplishments Report. The report looks back at the work program undertaken by the Town for the previous calendar year. The report highlights projects, services, and programs achieved by the Town. A significant portion of the work ties to moving forward to accomplish the Strategic Priorities established by the Town Council. Additional work related to ongoing provision of Town services, improvements in operations and enhanced funding sources. The report is designed to give the public a good overview of the efforts going into achieving Council priorities, leveraging funding, and enhancing Town services and program. The final report is going through a final review and editing process and will be available when completed.

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Town of Mammoth Lakes Development Highlights.

Council Meeting Date: 2/16/2022

Prepared by: Sandra Moberly, Community and Economic Development Director

Recommended Motion: Staff recommends that the Town Council receive and file the 2022 Development Highlights document.

Summary: Staff prepares a Development Highlights document on an annual basis to provide the community with an update on the status of major development projects. Please see the attached 2022 Development Highlights document for more information.

TOWN OF MAMMOTH LAKES DEVELOPMENT HIGHLIGHTS

January 2022

The Town of Mammoth Lakes is a four-season resort community located in the Eastern Sierra near the base of the Mammoth Mountain Ski Area. Over the past few years, numerous residential and commercial projects have been approved by the Planning and Economic Development Commission (PEDC) and the Town Council (TC). The following is a summary of projects that have recently been submitted, approved, or completed.

COMMERCIAL PROJECTS

Five-Forty (540 Old Mammoth Road)

Approved: June 2019
Status: 12 of 13 residential units completed.
Summary: The Five-Forty project includes a two- story vertical mixed-use commercial and residential building fronting Old Mammoth Road with six residential buildings behind, for a total of 13 residential units. The residential buildings are three stories and consist of two single unit buildings, two duplexes, and two triplexes. The project is located adjacent to the Sierra Center Mall on a 0.67-acre infill site in the Old Mammoth Road (OMR) zoning district.



Mammoth Hotel (452 Old Mammoth Road)
Approved: November 2019
Status: Building permits for demolition and core/shell work were submitted in 2021
Entitlement Extension: Entitlement is valid through November 13, 2026
Summary: The Mammoth Hotel project is a complete renovation and remodel of the existing 3-story Sierra Center Mall building to create a new 4-story, 164-room boutique luxury hotel. The project will demolish the current three-story building to the foundation and construct a four-story hotel with accessory office and restaurant uses as well as a partially open fourth story featuring an open-air roof top deck and pool. The total floor area of the project with the proposed revisions would be 125,240 square feet, which equates to an FAR of approximately 1.48. Construction to tentatively begin Summer 2022.





Limelight Hotel (15 Canyon Boulevard)

Status: Concept Review Submitted December 2020, Entitlement Application expected by February 2022. Anticipated Public Hearing to occur in May 2022.
Entitlement Extension: N/A
Summary: Entitlement application includes a Tentative Tract Map, Use Permit and Major Design Review for a proposed condominium hotel project that consists of 6 levels of hotel guest rooms and managed residences located above one level of subterranean/understructure parking. The project includes 151 hotel rooms and 15 residential units and amenities oriented to guests of the hotel including hotel lounge and meeting rooms, a fitness center, "grab-n-go" food options, Ski Club, child care, equipment rental, and an outdoor pool and jacuzzi terrace.



Residence Inn (94 and 150 Berner Street in the North Village Specific Plan area)

Status: An Entitlement Application for a condominium hotel use was submitted on September 30, 2021. Anticipated Public hearing to occur in March or April 2022.
Summary:
Entitlement application including a Tentative Tract Map, Use Permit and Major Design Review was submitted to the Town for a proposed "Residence Inn boutique hotel by Marriott". The project consists of a four-story, 101 guestroom, condominium hotel with two levels of understructure parking, a bar/lounge area, outdoor patio seating area, as well as an indoor pool and fitness center.



Sierra Nevada Resort Redevelopment (164, 202 and 248 Old Mammoth Place)
Status: Entitlements submitted January 2022.
Anticipated Public Hearing to occur in winter/spring 2022.
Entitlement Extension: N/A
Summary: The project proposal includes interior and exterior improvements to the existing 149-unit hotel and Rafters restaurant, the construction of 30 new resort cabin units, an expanded event/meeting space and added amenities for both guests and the community. Additionally, the project proposes a Parking Management Plan, Affordable Housing Mitigation Plan and Events Management Plan as part of the Use Permit and proposes the merging of three lots, 64, 202 and 248 Old Mammoth Place, as part of the Lot Line Adjustment.





Yotelpad Mammoth (6040, 6042, and 6060 Minaret Road)
Approved: May 2019
Status: Entitled through November 2022
Entitlement Extension: Eligible for up to a 6-year time extension.
Summary: The Yotelpad Mammoth project is a new mixed-use condo-hotel project proposed for the 2.6-acre site at the northeast corner of Minaret Road and Main Street. The project consists of a five-story condo-hotel with 156 units (studio and 1-br units), 21 three-story townhome units (2-br units), 4,700 sq. ft. of restaurant space, and understructure parking for up to 185 vehicles with valet service. The hotel units are being branded as "micro-units" that will range in size from 334 sq. ft. (studio unit) to 569 sq. ft. (1-bedroom unit) and the townhome units will be approximately 1,300 sq. ft. The vision of the project is to have smaller living spaces that are accompanied by amenity spaces (i.e., fitness room, kids zone and media center, numerous indoor and outdoor fireplaces, a pool and hot tub, a bocce ball court).





Other Commercial Projects w/ Valid Entitlements

Project	Location	Approved Date	Summary	Status
Inn at the Village	50 Canyon Boulevard	October 2014	7-story structure, 67 rooms	Entitled through January 2023
Mammoth View	At Main St., Mountain Blvd. & Viewpoint Rd.	August 2011	105 -unit condo-hotel project	Entitled through August 2023
Old Mammoth Place	164, 202, and 248 Old Mammoth Road	June 2016	343 residential-condo hotel units	Entitled through September 2024

RESIDENTIAL PROJECTS

Hillside Highlands (110, 130 & 150 Hillside Drive)
Approved: May 2016
Status: Construction completed in 2021
Summary: The Hillside Highlands project consists of three triplex structures on three adjacent parcels. Each unit will have approximately 3,000 square feet of habitable area and 3-4 bedrooms. The project applicant agreed to install a sidewalk along Hillside Drive connecting Canyon Boulevard and Forest Trail in return for a wider driveway allowance.



Obsidian (525 Obsidian Place)

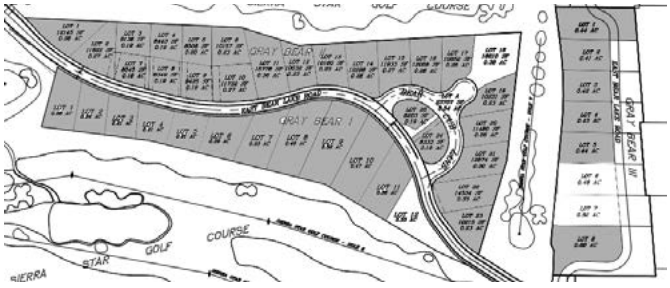
Approved: February 2016
Status: 6 of 10 duplexes completed November 2021; Construction began for remaining 4 duplexes in 2021
Summary: A subdivision of the remaining project area within the Tallus project to allow for 20 townhome lots (10 duplexes). There are two building designs approved and each unit will be three-stories tall with approximately 2,300 square feet of habitable area.



Snowcreek VII (1254 Timber Creek Road)
Approved: May 2006
Status: Phase 1 has been completed; 8 units within 3 multi-unit buildings were completed in 2020; 17 units within 6 multi-unit buildings were completed in 2021; 32 units within 11 multi-unit buildings were under construction at the end of 2021;
Summary: The Snowcreek VII project consists of 118 condominium units within four different building designs. There will be a total of 39 buildings consisting of (4) duplexes, (26) triplexes, and (5) four-plexes. The project is broken up into three phases and Phase 1 has been completed. Two additional floor plan designs were approved by the Town in January 2019 along with some other minor amendments to the project design to allow an additional three buildings.



Gray Bear I, II, & III (Sierra Star Golf Course, East of Minaret)
Approved: July 2014 - January 2017
Status: : As of January 2021, construction for 40 lots have been completed; 3 lots are under construction;
Summary: The Gray Bear residential subdivision includes 45 single-family residential lots located adjacent to the Sierra Star Golf Course. The homes are located in the Resort zoning district meaning they can be used as nightly vacation rentals.





(Left - The gray on the site plan represents lots that are complete)

Lakeview Townhomes (125 Lakeview Boulevard)

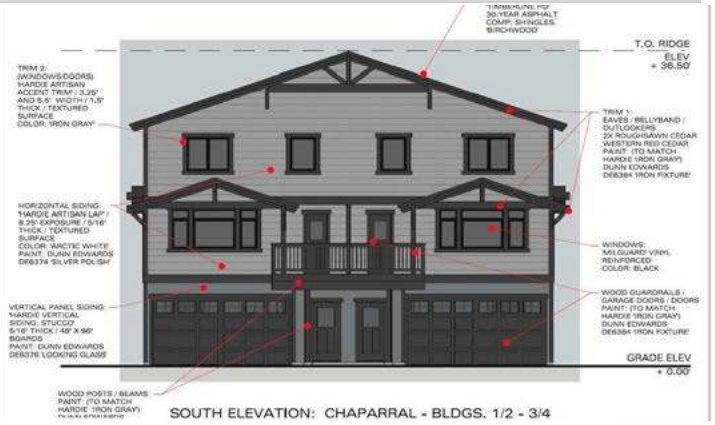
Approved: July 2020
Status: Construction began in 2021
Summary: The proposed Lakeview Townhomes project is a six-unit multi-family planned unit development (PUD) to be constructed on a vacant parcel located in the Specialty Lodging (SL) zone of the North Village Specific Plan area. The six units are arranged in three duplex structures that are located along the north side of the property. All three duplex structures are three stories in height, and each unit features 3 bedrooms and 3 bathrooms.



WEST ELEVATION: LAKEVIEW - BLDG. 1/2

Chaparral Townhomes (362 Chaparral Road)

Approved: May 2020
Status: Entitled through May 2022
Summary: The proposed Chaparral Townhomes project is a six-unit multi-family planned unit development (PUD) located within the Residential Multi-Family 1 (RMF-1) zoning district at 362 Chaparral Road. The project site is 0.33 acres in size, which allows for a base density of four dwelling units at the permitted maximum density of 12 dwelling units per acre. The applicant is requesting two additional units of density through the Town's Density Bonus Program for a total of six units.



SOUTH ELEVATION: CHAPARRAL - BLDGS. 1/2 - 3/4

OTHER COMMUNITY PROJECTS

The Parcel (1699 Tavern Road and 33 Center Street)

Status: Land acquired by the Town in spring 2018; Phase 1 of the Parcel Master Plan was approved in February 2021 and includes 80 affordable housing units. Construction of Phase 1 began in Fall 2021. Phase 1 is anticipated to be completed in Fall 2023
Summary: The Parcel is a 24.5-acre vacant property located adjacent to the Downtown zoning district and several residential zoning districts. The Parcel is envisioned to be developed with up to 450 permanently affordable housing units, to be constructed over multiple phases. The Town Council approved the Parcel Master Plan in January 2021.



Town of Mammoth Lakes Multi-Use Facility (686 Old Mammoth Road)

Approved: Approved design in May 2017
Status: Construction began in Fall 2021.
Summary: The approved Multi-Use Facility project includes a roughly 40,000 square foot, prefabricated tensile structure housing a new recreational facility at the Mammoth Creek Park site. Construction is anticipated to start in the Spring of 2021.



PROJECT SUMMARY

Commercial Projects		
Project	**Status**	**Location**
Five-Forty	Under Construction	540 Old Mammoth Road
Mammoth Hotel	Approved	452 Old Mammoth Road
Limelight Hotel	Under Review	15 Canyon Boulevard
Residence Inn	Under Review	94 and 150 Berner Street
Sierra Nevada Resort Redevelopment	Under Review	164, 202, and 248 Old Mammoth Road
Yotelpad Mammoth	Approved	6040, 6042, and 6060 Minaret Road
Residential Projects		
Project	**Status**	**Location**
Hillside Highlands	Completed	110 Canyon Blvd.; 130 & 150 Hillside Dr.
Obsidian	Under Construction	525 Obsidian Pl.
Snowcreek VII	Under Construction	1254 Timber Creek Road
Gray Bear I, II, & III	Under Construction	Sierra Star Golf Course, East of Minaret Road
Chaparral Townhomes	Approved	362 Chaparral Road
Lakeview Townhomes	Under Construction	125 Lakeview Boulevard
Other Community Projects		
Project	**Status**	**Location**
The Parcel	Phase 1 Under Construction	1699 Tavern Road and 33 Center Street
Multi-Use Facility	Under Construction	686 Old Mammoth Road

Town Council of Mammoth Lakes

Minutes of Regular Meeting

February 2, 2022, 4:00 p.m.
437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: Mayor Lynda Salcido, Mayor Pro Tem John Wentworth, Councilmember Sarah Rea, Councilmember Bill Sauser, Councilmember Kirk Stapp

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1. CALL TO ORDER

The Mayor called the meeting to order at 4:02 p.m. in the Council Chamber, 437 Old Mammoth Road, Suite Z, Mammoth Lakes.

2. PLEDGE OF ALLEGIANCE

Haislip Hayes led the flag salute.

3. PUBLIC COMMENTS

There were no public comments given at this time.

4. ADDITIONS TO THE AGENDA

There were no additions to the agenda.

5. REPORTS FROM COMMISSIONS AND/OR DEPARTMENTS (AS NEEDED)

Community and Economic Development Director Sandra Moberly gave an update regarding current housing and planning activities. There was discussion among members of Council and staff.

Trails Coordinator Joel Rathje gave an update regarding the Mammoth Lakes Trail System Host Program. There was discussion among members of Council and staff.

Public Works Director Haislip Hayes gave an update regarding current public works activities. There was discussion among members of Council and staff.

Parks and Recreation Director Stuart Brown gave an update regarding parks and recreation activities.

Administrative Services/Finance Director Rob Patterson gave an air service update. There was discussion among members of Council and staff.

Town Manager Daniel C. Holler gave an update regarding the Office of Outdoor Recreation and the Forest Service. There was discussion among members of Council and staff.

6. COUNCIL PRESENTATIONS

6.1 Introduce newly promoted Senior Planner/Housing Coordinator Nolan Bobroff.

Community and Economic Development Director Sandra Moberly introduced Mr. Bobroff to the Council and the community.

7. CONSENT AGENDA

Moved by Councilmember Bill Sauser
Seconded by Councilmember Kirk Stapp

Approve the Consent Agenda.

For (5): Mayor Lynda Salcido, Mayor Pro Tem John Wentworth, Councilmember Sarah Rea, Councilmember Bill Sauser, and Councilmember Kirk Stapp

Carried (5 to 0)

7.1 Approve the minutes of the regular meeting of January 19, 2022.

7.2 Approve the minutes of the special meeting of January 26, 2022.

7.3 Approve the resolution re-authorizing the Town Council to meet virtually during the COVID-19 pandemic declared emergency.

7.4 Accept Payment Approval Report No. 22-28 in the amount of $95,000. Accept Payment Approval Report No. 22-29 in the amount of

$355,401.19. Accept Payment Approval Report No. 22-30 in the amount of $825,832.34.

8. POLICY MATTERS

8.1 Lease between the Town and Tesla Motors, Inc. for space at the new Community Recreation Center for electric vehicle charging stations.

Public Works Director Haislip Hayes outlined the information in the staff report. There was discussion among members of Council and staff.

PUBLIC COMMENT:

Emily Bryant, electric car owner, said that her vehicle would not be serviced by any of the proposed electric charging stations. She encouraged the Council to consider additional charging station providers.

Moved by Mayor Lynda Salcido
Seconded by Councilmember Kirk Stapp

Authorize the Town Manager to execute a lease agreement between the Town and Tesla Motors, Inc. for space at the new Community Recreation Center for electric vehicle charging stations, in substantial conformance with the presented draft lease agreement.

For (5): Mayor Lynda Salcido, Mayor Pro Tem John Wentworth, Councilmember Sarah Rea, Councilmember Bill Sauser, and Councilmember Kirk Stapp

Carried (5 to 0)

8.2 Service Agreement with Eastern Sierra Transit Authority (ESTA) for transit related services.

Public Works Director Haislip Hayes outlined the information in the staff report. There was discussion among members of Council and staff.

PUBLIC COMMENT:

Phil Moores, Executive Director of the Eastern Sierra Transit Authority, spoke in support of the proposed contract. He requested a January 31 start date.

Moved by Councilmember Bill Sauser
Seconded by Councilmember Kirk Stapp

Authorize the Town Manager to execute a service agreement between the Town and the Eastern Sierra Transit Authority (ESTA) for transit related services as amended to have a start date of February 1, 2022.

For (5): Mayor Lynda Salcido, Mayor Pro Tem John Wentworth, Councilmember Sarah Rea, Councilmember Bill Sauser, and Councilmember Kirk Stapp

Carried (5 to 0)

8.3 Establish Goals for the Joint Meeting with Mammoth Lakes Housing.

Community and Economic Development Director Sandra Moberly outlined the information in the staff report. There was discussion among members of Council and staff.

PUBLIC COMMENT:

Patricia Robertson, Executive Director of Mammoth Lakes Housing, thanked the Town Council for their feedback.

8.4 Update on the Management and Response to the COVID-19 Pandemic.

Town Manager Daniel C. Holler gave an update regarding the pandemic. There was discussion among members of Council and staff.

8.5 Update on steps taken in response to Thompson incident.

Town Attorney Andrew Morris outlined the information in the staff report. There was discussion among members of Council and staff.

8.6 Council Report on Town Manager Evaluation.

Mayor Salcido outlined the information in the staff report. There was discussion among members of Council and staff.

9. COUNCILMEMBER REPORTS

Councilmember Rea attended the Collaborative Planning Team meeting. She reported that she would be meeting with Dr. Kermit Jones, a candidate for the third congressional district.

Councilmember Sauser attended the Mammoth Lakes Tourism Board meeting.

Councilmember Stapp reported on the Mammoth Lakes Housing waitlist.

Mayor Pro Tem Wentworth attended the Integrated Climate Adaptation and Resiliency Program Technical Advisory Council.

Mayor Salcido attended the League of California Cities virtual training, the meeting regarding the Eastern Sierra Small Business Resource Center Project, and the Collaborative Planning Team meeting.

10. ADJOURNMENT

The Council adjourned the meeting at 6:08 p.m.

_____

Jamie Gray, Town Clerk

Town Council of Mammoth Lakes

Minutes of Special Meeting

February 9, 2022, 5:30 p.m.
437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: Mayor Lynda Salcido, Mayor Pro Tem John Wentworth, Councilmember Sarah Rea, Councilmember Bill Sauser, Councilmember Kirk Stapp

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1. CALL TO ORDER

The Mayor called the meeting to order at 5:42 p.m. in the Council Chamber, 437 Old Mammoth Road, Suite Z, Mammoth Lakes.

2. PLEDGE OF ALLEGIANCE

Councilmember Sauser led the flag salute.

3. PUBLIC COMMENTS

There were no public comments given at this time.

4. POLICY MATTERS

4.1 Town Council Joint Meeting with Mammoth Lakes Housing to Discuss Key Focus Areas for Fiscal Year 22-23 Contract.

Mammoth Lakes Housing (MLH) Board Members Lindsay Barksdale, Tom Hodges, Agnes Vianzon, Tony Perkins, and President Kirk Stapp were in attendance. MLH Board Members Heidi Steenstra and Brian D'Andrea and Vice President Jennifer Krietz were absent.

Community and Economic Development Director Sandra Moberly and Senior Planner - Housing Coordinator Nolan Bobroff gave a presentation outlining the information in the staff report.

Patricia Robertson, Executive Director of MLH, highlighted MLH program successes over the last two years.

Ms. Moberly outlined the proposed Focus Areas. There was discussion among members of Council, the Board, and staff.

5. ADJOURNMENT

The Council adjourned the meeting at 7:57 p.m.

Jamie Gray, Town Clerk

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Authorize the legal services agreement with Prentice|Long PC to assist the Town in negotiations with employee bargaining units.

Council Meeting Date: 2/16/2022

Prepared by: Rob Patterson, Administrative Services / Finance Director

Recommended Motion: Authorize the legal services agreement with Prentice|Long PC to assist the Town in negotiations with employee bargaining units.

Summary: The employee contracts and Memorandum of Understanding (MOU) between the Town and its employee bargaining units are negotiated, usually on a three-year basis. The effects of the pandemic and the Town's response to the emergency resulted in the extension of current contracts to four years for General Employee Association (GEA), Management Employee Association (MEA), and Public Works Employee Association (PWEA). The Police Officer Association (POA) and newly formed Mammoth Lakes Police Supervisory Association (MLPSA) remained on a three-year contract expiring on June 30, 2022. In preparation for the upcoming negotiation with POA and MLPSA, the Town is securing the services of Prentice Long PC. The Town has used professional services in the past as support for the Town's Management Negotiating Committee. This committee remains in the forefront of the negotiations with our employee bargaining units while professional services, like this contract, provide legal advice and assistance in the process.

LEGAL SERVICES AGREEMENT BETWEEN
THE TOWN OF MAMMOTH LAKES AND PRENTICE|LONG, PC

THIS AGREEMENT for legal services is entered into by and between the Town of Mammoth Lakes, a political subdivision of the State of California ("Town"), and Prentice|Long, PC ("Law Firm"), effective February 17, 2022 ("the Effective Date'").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to Town the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the agreement shall prevail.

1.1 Terms of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025, and Law Firm shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated, as provided for in Section 7. The time provided to Law Firm to complete the services required by the Agreement shall not affect the Town's right to terminate the Agreement, as provided for in Section 7.1.

1.2 Standard of Performance Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the State of California. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant of this agreement. In the event that Town, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Law Firm shall, immediately upon receiving notice from Town of such desire of Town, reassign any such persons. Margaret E. Long is assigned as the primary contact and the primary person providing services hereunder. Law Firm shall not change the primary contact or primary service provider without Town's written consent.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder.

SECTION 2. COMPENSATION. Town hereby agrees to pay Law Firm a sum not to exceed the amounts described in Exhibit B, notwithstanding any contrary indications that may be contained in Law Firm's proposal, for services to be performed and reimbursable costs incurred under this agreement. In the event of a conflict between this Agreement and Law Firm's proposal regarding the amount of compensation, the Agreement shall prevail. Town shall pay Law Firm

for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Town to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to Town in the manner specified herein. Except as specifically authorized by Town, Law Firm shall not bill Town for duplicate services performed by more than one person.

Law Firm and Town acknowledge and agree that compensation paid by the Town to Law Firm under this agreement is based upon Law Firm's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Law Firm. Consequently, the parties further agree that compensation hereunder is intended to include the cost of contributions to any pensions and/or annuities to which the Law Firm and its employees, agents, and subcontractors may be eligible. Town therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Law Firm shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- For each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense; and
- The total number of hours of work performed under the Agreement by each person employed by Law Firm.

2.2 Monthly Payment. Town shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Town shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Law Firm.

2.3 Total Payment. Town shall pay for the services to be rendered by Law Firm pursuant to this Agreement. Total payments are not to exceed $30,000 for this agreement. Town shall not pay any additional sum for any expense or cost whatsoever incurred by Law Firm in rendering services pursuant to this Agreement. Town shall make no payment for any extra, further, or additional services pursuant to this agreement.

In no event shall Law Firm submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the

Agreement is modified prior to the submission of such invoice by a properly executed change order or amendment approved by Town's Town Manager.

2.4 Fees. Fees for work performed by Law Firm on an hourly basis shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to the Town.

2.6 Payment of Taxes. Law Firm us solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Payment upon Termination. In the event that the Town or Law Firm terminates this Agreement pursuant to Section 7 of this Agreement, the Town shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.8 Authorization to Perform Services. Except as expressly provided in the Agreement, Law Firm is not authorized to perform any services or incur any costs whatsoever without receipt of authorization from the Town's Town Manager or his/her designee.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Law Firm shall, at its sole cost and expense, provide facilities and equipment that may be necessary to perform the services required by this Agreement. Town shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

Town shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with Town employees and reviewing records and the information in possession of the Town. The location, quantity and time of furnishings those facilities shall be in the sole discretion of the Town. In no event shall the Town be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long distance telephone or other communication charges, vehicles, and reproduction of facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than $2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to Town of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the Town, and that such insurance is in effect prior to commencing work under this

Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. Law Firm may request the Town to approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the Town's interests are otherwise fully protected. The Town may grant or deny any such request in its sole discretion.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to Town at Law Firm's earliest possible opportunity and in no case later than five says after Law Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies Town may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Town may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies Town may have and are not the exclusive remedy for Law Firm's breach:

4.3.1 Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2 Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of Town. Town shall have the right to control Law Firm insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise Town shall not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other Town, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to any compensation, benefit, or any incident of employment by Town, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Town and entitlement to any contribution to be paid by Town of employer contributions and/or employee contributions for PERS benefits.

5.2 Law Firm, Not Agent. Except as Town may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of Town in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind Town to any obligation whatsoever.

5.3 California Tort Claims Act. Notwithstanding the foregoing provisions, should Law Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceedings brought by any third party, based on advice the Firm or such individuals have given to Town or actions they have taken on behalf of the Town, the Town shall defend and indemnify Law Firm and such individuals in the same manner in which it must defend Town Employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, the Town shall have no duty to defend or indemnify Law Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement, or if such advice given or actions taken were inconsistent with the Rules of Professional Conduct or constituted malpractice.

SECTION 6. LEGAL REQUIREMENTS

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Law. Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which Town is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Law Firm represents and warrants to Town that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm represents and warrants to Town that Law Firm and its employees, agents, any subcontractors shall at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Town.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law

Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. Town may cancel this Agreement at any time and without cause upon written notification to Law Firm.

Law Firm may cancel this Agreement upon 60 days written notice to Town and shall include in such notice the reasons for cancellation.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; Town, however, may condition payment of such compensation upon Law Firm delivering to Town any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Law Firm or prepared by or for Law Firm or the Town in connection with this Agreement.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.3 Assignment and Subcontracting. Town and Law Firm shall recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to Town for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign the Agreement or any interest therein without the prior written approval of the Contract Administrator. Law Firm shall not subcontract any portion of the performance contemplated and provided herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Town and Law Firm shall survive the termination of this Agreement.

7.5 Options Upon Breach by Law Firm. If Law Firm materially breaches any of the terms of this Agreement, Town's remedies shall include, but not be limited to the following:

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the plans, specifications, memoranda, correspondence, and any other work product prepared by Law Firm pursuant to this Agreement; or

7.5.3 Retain a different Law Firm to complete the work described in Exhibit A not finished by Law Firm.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. All reports, data, maps, models, charts, studies, photographs, memoranda, plans, specifications, records, files or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Town. Law Firm hereby agrees to deliver those documents to the Town upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Town and are not necessarily suitable for any further or other use.

8.2 Law Firm's Books and Records. Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Town under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during business hours, upon oral or written request of the Town.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorney's Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relied to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the Mono County.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The individuality in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Conflict of Interest. Law Firm may serve other clients, but none whose activities within the corporate limits of Town or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's professionalism, unless such conflict may be waived by Town and Town chooses to waive such conflict in writing.

Law Firm shall not employ any Town official in the work performed to this Agreement. No officer or employee of Town shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Town. If Law Firm was an employee, agent, appointee, or official of the Town in the previous twelve months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse the Town for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.8 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement either orally or through any written materials.

9.9 Notices.

Any written notices to Law Firm shall be sent to:

Prentice|Long, PC
Margaret Long
2240 Court St.
Redding, CA 96001

Any written notices to Town shall be sent to:

Rob Patterson, Administrative Services / Finance Director
Town of Mammoth Lakes
437 Old Mammoth Road
Mammoth Lakes, CA 93546

9.10 Integration. This Agreement, including the attachments, represents the entire and integrated agreement between Town and Law Firm and supersedes all prior negotiations representations, or agreements, either written or oral.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.12 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

TOWN	**LAW FIRM**
TOWN OF MAMMOTH LAKES,	Prentice|Long, PC
By: _____	By: _____
Daniel C. Holler	Margaret E. Long, Partner
Town Manager	

EXHIBIT A
Scope of Work

The following services shall be provided under this Agreement:

- Represent the Town as Lead Negotiator for labor negotiations with employee bargaining units.
- Allow Client's Town Council the opportunity to create the guidelines and parameters for meet and confer discussions with Town's recognized employee groups.
- Meet with Town's Management Negotiation Committee to ensure proper relations with Town Council and to assist in the formulation of Town's positions(s) for meetings with recognized employee group(s).
- Collaboratively develop guidelines, proposals, counterproposals, strategies, and human resources and labor relations documents as necessary for negotiations and analysis of such proposals.
- Assist in developing tentative agreements, MOU provisions, as are reasonable and/or necessary to negotiations, specifically at the direction of the Town's Negotiation Committee and Town Council.
- Assist in the preparation of final MOU for Town's recognized employee groups and Town Council for approval consideration.

Exhibit B

COMPENSATION

Town shall compensate Law Firm as follows:

Other Services

Attorney Rate	$175.00/hour
Paralegal	$ 80.00/hour

Costs and Expenses

Travel expenses	Best available rate for overnight stays and IRS rate for travel.

Necessary costs incurred for the following: Actual Cost

- Court filing fees
- Attorney services (includes services of process fees, arbitrators, and mediators)
- Messenger services
- Westlaw research outside of our prepaid service fee
- Fed-ex, OnTrac Overnight, o other one-day delivery services
- Reasonable travel expenses and parking fees for court appearances, dispositions, arbitrations, mediations, and other necessary appointments
- Actual costs for large reproduction projects if performed by an outside service, or $0.10 per page if performed in-house
- Any other expenses not listed above that becomes necessary for the successful resolution of a particular matter.

TOWN COUNCIL STAFF REPORT

Title: Amend Supplemental Services Agreement No. 25 with Brandley Engineering, Inc. for Design of ARFF/Snow Removal Equipment Facility at Mammoth Yosemite Airport.

Meeting Date: February 16, 2022

Prepared by: Sierra Shultz, Deputy Airport Manager

RECOMMENDATION:

Staff recommends that Town Council approve the amendments of Supplemental Service Agreement No. 25 with Brandley Engineering, Inc. for the building portion of the Design of the ARFF/Snow Removal Equipment Facility at Mammoth Yosemite Airport (MMH).

BACKGROUND:

On October 6, 2021, Town Council authorized Supplemental Agreements No. 25 and 26 for Brandley Engineering, Inc. to provide design services for the ARFF/Snow Removal Equipment Facility. At that time, the Town planned to use a design-build process to deliver the building portion of the project. The design-build process included preparation of conceptual plans, request for qualifications, creating a shortlist of design-build teams, requesting proposals for design and construction from the shortlist, and then selection of a design-build team. Then the selected design-build team delivers the full design and construction. However, staff identified potential issues with a design-build process and after further discussions with the Federal Aviation Administration (FAA), staff recommends that the project use a classic design-bid-build process.

Design-build (DB) delivery method has many benefits; however, staff decided that a classic design-bid-build approach would be better for the proposed project. With a DB method, the design and the construction would have both been included in the federal FY 2022 Airport Improvement Program (AIP) grant cycle. With a design-bid-build (DBB) process, design will occur in 2022 using FY 2022 AIP grant funding and construction will happen in 2023 using FY 2023 AIP grant funding. This means that the Town can access and secure a larger amount of funding for the project.

Another reason why staff is recommending a switch from design-build to design-bid-build is because FAA Advisory Circular 150/5100-14E states that under 49 U.S.C §47142 at least three or more bids must be submitted for a Design-Build Project Delivery method. This would run the risk of receiving less than three proposals and not being able to move forward with the project.

ANALYSIS:

Supplemental Service Agreement (SSA) No. 25 between the Town and Brandley includes the building portion of the project including the architecture design of the building,

foundation structural engineering, sewer, water, electrical, and gas. Supplemental Service Agreement No. 26 includes the site work portion of the project, including site grading, paving of access roads, vehicle parking and apron, drainage, pavement design, fencing, and utility coordination. There are two separate agreements because there are different types of procurement required for each portion of the comprehensive project, so the building and site work will be bid separately.

Below is a breakdown of the proposed amendment for SSA No. 25 - Building.

Original Scope of Work	Original $	New Scope of Work	New $	Reason for Change
Preliminary Engineering, Project Scoping, Justification Report	$16,000	Preliminary Engineering, Project Scoping, Justification Report	$16,000	No Change
15% Architectural Bridging Documents, Plans, Specifications, Reports	$120,000	Preparation of Architectural Schematic Design/Design Development	$121,000	This task, along with the one below, were reformatted to fit a DBB delivery method.
Design/Build Bidding and Award	$21,000	Construction Documents	$189,000	↑
Support During Bidding and Award	$29,000	Support During Bidding and Award	$20,000	Reduction because DB had a two-step RFQ & RFP process, but DBB only has one step bid process
Original Total	**$186,000**	**New Total**	**$346,000**	**With DB much of the 100% design cost would have landed on the DB consultant/contractor, however with DBB Brandley will be completing the 100% design**

Staff has analyzed the above scope of work changes and has completed an Independent Fee Estimate for the building, determining that the proposed scope of work is appropriate, and the costs compare to similar projects.

FINANCIAL CONSIDERATIONS:

The Town proposes to pay for the proposed work with Airport Improvement Program (AIP) Entitlement money and local Airport Capital Improvement money. The Town has sufficient AIP entitlement funding to cover the proposed amendments.

ENVIRONMENTAL CONSIDERATIONS:

An Environmental Impact Report (EIR) was completed and certified at the Town Council meeting on October 6, 2021 to fulfill California Environmental Quality Act (CEQA) requirements. An Environmental Assessment (EA) was completed and approved by the FAA on November 15, 2021 to fulfill National Environmental Policy Act (NEPA) requirements.

ATTACHMENTS:

Brandley Amendment Proposal – SSA 25 – Building
Site Layout Sketch

February 2, 2022

Ms. Sierra Shultz
Deputy Airport Manager
Mammoth Yosemite Airport
1300 Airport Road
Mammoth Lakes, California 93546

Subject: Mammoth Yosemite Airport
8 Bay ARFF/Snow Removal Facility – Building
Architectural/Engineering Design
Amended Proposal for Professional Engineering Services

Dear Sierra:

The Town of Mammoth Lakes proposes to construct a new 8 Bay ARFF/Snow Removal Facility at the Mammoth Yosemite Airport in 2023 and will submit a final application for FAA Airport Improvement Program funding for the architectural/engineering design of this work. It is currently proposed to perform this project under two separate construction contracts, one for the site work and one for the building itself. This proposal is for the architectural/engineering services required for the building portion of this project.

The estimated construction cost of ARFF/snow Removal Facility Building is $2,900,000. The site work around the building will be constructed under a separate contract. The architectural/engineering scope for the development of the Building bid package has been broken down into four phases:

- Phase 1 – Preliminary Engineering, Project Scoping, and Justification
- Phase 2 – Preparation of Schematic Design/Design Development (SD/DD)
- Phase 3 – Construction Documents (CD)
- Phase 4 – Engineering Support During Bidding and Contract Award

Brandley Engineering is pleased to present our proposal for Phases 1, 2, 3, and 4 at this time. Each portion of this proposal is based on Not to Exceed estimated fees based on the scope that has been determined at this time.

We have summarized below the scope of work, the engineering fee, and the time of completion for each phase of work.

6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · P. (916) 652.4725

Phase 1 – Preliminary Engineering, Project Scoping, and Justification

- Initial Scoping and Layout of AIP Eligible Building Space, Equipment Storage Requirements, FAA Justification of Quantity and Size of Eligible Snow Removal Equipment,
- Scope and Justification Report

Subtotal – Preliminary Engineering Not to Exceed $16,000

Phase 2 - Preparation of Schematic Design/Design Development (SD/DD)

- *Brandley Oversight & Coordination, Construction Safety and Phasing Plan* – Preliminary Engineering design, oversight, coordination among the Town of Mammoth, Architect Subconsultant Team, and Engineer.
  - Coordination with Town of Mammoth Lakes on building requirements
  - Coordination with architect subconsultant
  - Development of Construction Safety and Phasing Plan
- *Preliminary Architectural and Utility Subconsultant Design* – Architectural Design Services to prepare 15% level design documents with minimum design requirements for the proposed 8-Bay ARFF/Snow Removal Facility.
  - Building Scoping – Determination of building footprint, layout, heights, space use etc.
  - Building Exterior & Interior Finish Requirements – Design of minimum design requirements/Quality Standards for building exterior and interior finishes
  - Structural Load Requirements
  - Building Utilities – Preliminary design requirements for building utilities including
    - Building Utility Connections to existing systems including electrical and water
    - Plumbing including sewer with new septic system, connection to existing airport water system & floor drains for snow melt
    - Electrical including exterior floodlighting, interior lighting, and electrical requirements
    - Gas including new propane tank and heating requirements
    - Telephone/Communications
    - Fire Code Compliance – Preliminary Design of minimum design requirements and codes for fire code compliance
  - Mammoth Building Department Compliance and Building Department Reviews

Subtotal – Preparation of SD/DD Not to Exceed $121,000

Phase 3 - Construction Documents (CD) - The development of the Construction Documents will include the following:

- *Brandley Oversight & Coordination, Assembly of Bid Package, Design of Front End of Specification* – Engineering design, oversight, coordination among the Town of Mammoth, Architect Subconsultant Team, and Engineer.
  - Coordination with Town of Mammoth Lakes on building requirements
  - Geotechnical Report

- Mammoth Building Department Preliminary Reviews for Code Compliance and Building Permit Requirements

♦ *Architectural and Utility Subconsultant Design* - Preparation of a complete plans, specifications, engineers report and bid package that is ready to be put out for bids. Architectural Design includes
  - Detailed architectural design including layout, doorways, interior and exterior finishes
  - Building structural design – modeling a typical pre-engineered metal building and designing required reactions. Pre-engineered building manufacturer will submit structural drawings and calculations for approval during the submittal process of future construction phase.
  - Building Foundation and Slab Design
  - Building Utilities – Complete engineering design of all utility systems including
    - Building Utility Connections to existing systems including electrical and water
    - Plumbing including sewer with new septic system, connection to existing airport water system & floor drains for snow melt
    - Electrical including exterior floodlighting, interior lighting, and electrical requirements
    - Gas including new propane tank and heating requirements
    - Telephone/Communications
  - Fire Code Compliance – Engineering Design of all fire code compliance items including fire sprinkler system
  - Mammoth Building Department Preliminary Reviews for Code Compliance and Building Permit Requirements

Phases 1, 2, & 3 can be completed within 8 months after receipt of authorization to proceed.

Subtotal – Construction Documents Not to Exceed $189,000

<u>Phase 4 – Engineering Support During Bidding and Contract Award</u> - The engineering design requirements during bid and award will include the following:

- Assist Town in printing and distributing the bid package, construction documents, and minimum design requirement specifications to prospective contractors.
- Participate in a pre-bid meeting for all prospective contractors. (Travel time for pre-bid meeting is included in the separate proposal for the site work design, assumed they will occur the same date).
- Respond to any questions and comments from prospective teams.
- Preparation of required addenda.
- Assist Town in awarding contract including preparation of an Abstract of Proposals and evaluation of bids.

Subtotal – Engineering During Bid & Award Not to Exceed $20,000

The total contract amount for this work will not exceed $346,000 without prior approval of the Town. A breakdown of estimated engineering fees is attached as Table No. 1.

Assumptions/Exclusions

The following tasks are excluded from this project and, if necessary, can be performed for an additional fee to be negotiated later.

- Assumes existing electrical and water infrastructure has adequate capacity to accommodate needs of proposed 8-Bay ARFF/Snow Removal Maintenance building. Any required engineering design to upgrade existing infrastructure is excluded.
- Separate proposal for site work engineering will be performed by Brandley Engineering in coordination with the work under this proposal. These two proposals are only separated due to the different types of procurement required for each portion of the comprehensive project. It is assumed that both will be performed together and coordinated so that the full scope of the project is completed (Building and Site Work together).
- Assumes the pre-bid meetings for both the Building and Site Work are held concurrently and costs associated with the pre-bid meeting travel are included in the Site Work proposal.

It will be necessary that you obtain an IFE and FAA approval for this engineering agreement.

If this proposal is satisfactory, we will prepare an amendment to Supplemental Services Agreement # 25 to cover these services.

We appreciate the opportunity of presenting this proposal and look forward to working with you on this project.

Very truly yours,

Melissa S. Brandley

Melissa S. Brandley, P.E.
Secretary/CFO

MSB:aw
Attachments

EXHIBIT A

Brandley Engineering, Inc.

STANDARD SCHEDULE OF HOURLY RATES

Personnel

Principal Engineer	$300.00/Hour
Senior Engineer	$180.00/Hour
Junior Engineer	$110.00/Hour
Senior Drafter	$110.00/Hour
Junior Drafter	$85.00/Hour
Project Administrator	$100.00/Hour
Clerical	$75.00/Hour
Resident Engineer	$180.00/Hour
Senior Inspector	$170.00/Hour
Apprentice – Field Work	$95.00/Hour

Travel and Equipment Rental

Per Diem	$280/Day
Vehicle Rental	$40.00/Day + $0.58/Mile

Outside Consultants

Services by Outside Consultant	Cost + 10%

TABLE NO. 1

MAMMOTH YOSEMITE AIRPORT
MAMMOTH LAKES, CALIFORNIA

BREAKDOWN OF PROPOSED TASKS AND ENGINEERING FEES

Design - 8 bay ARFF/Snow Removal Facility - Building

Phase 1 - Preliminary Engineering, Project Scoping and Justification

Principal Engineer	50 Hrs @	$300	$ 15,000.00	
Clerical	12 Hrs @	$75	900.00	
Total Phase 1 - Preliminary Engineering, Scoping, & Justification			*$ 15,900.00*	
			Use $	16,000.00

Phase 2 - Preparation of Architectural Schematic Design/Design Development (SD/DD)

Brandley Oversight & Coordination, Construction Safety and Phasing Plan				
Principal Engineer	60 Hrs @	$300	18,000.00	
Senior Engineer	40 Hrs @	$180	7,200.00	
Senior Drafter	20 Hrs @	$110	2,200.00	
Project Administrator	20 Hrs @	$100	2,000.00	
Clerical	20 Hrs @	$75	1,500.00	
Printing, Postage, etc.			1,000.00	
Architectural & Utility Subconsultant Design				
Architectural Subconsultant			$ 25,500.00	
Structural Engineering Subconsultant			$ 10,000.00	
Civil Engineering Subconsultanat (Sewer & Water)			$ 17,900.00	
Building Mechanical / Plumbing Subconsultant			$ 6,000.00	
Electrical Engineering Subconsultant			$ 4,500.00	
Fire Sprinkler Subconsultant			$ 9,500.00	
Fire Alarm Subconsultant			$ 2,500.00	
Optional Site Visit of Brandley and Architectural Teams			13,000.00	
Total Phase 2 - Bridging Documents			*$ 120,800.00*	
			Use $	121,000.00

TABLE NO. 1 (continued)

MAMMOTH YOSEMITE AIRPORT
MAMMOTH LAKES, CALIFORNIA

BREAKDOWN OF PROPOSED TASKS AND ENGINEERING FEES

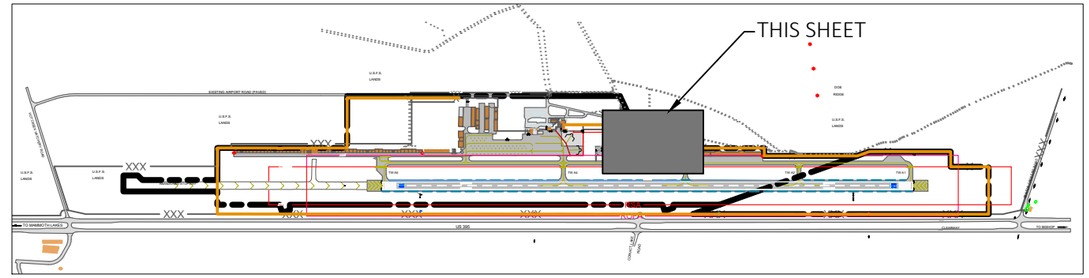
Design - 8 bay ARFF/Snow Removal Facility - Building

Phase 3 - Construction Documents (CD)

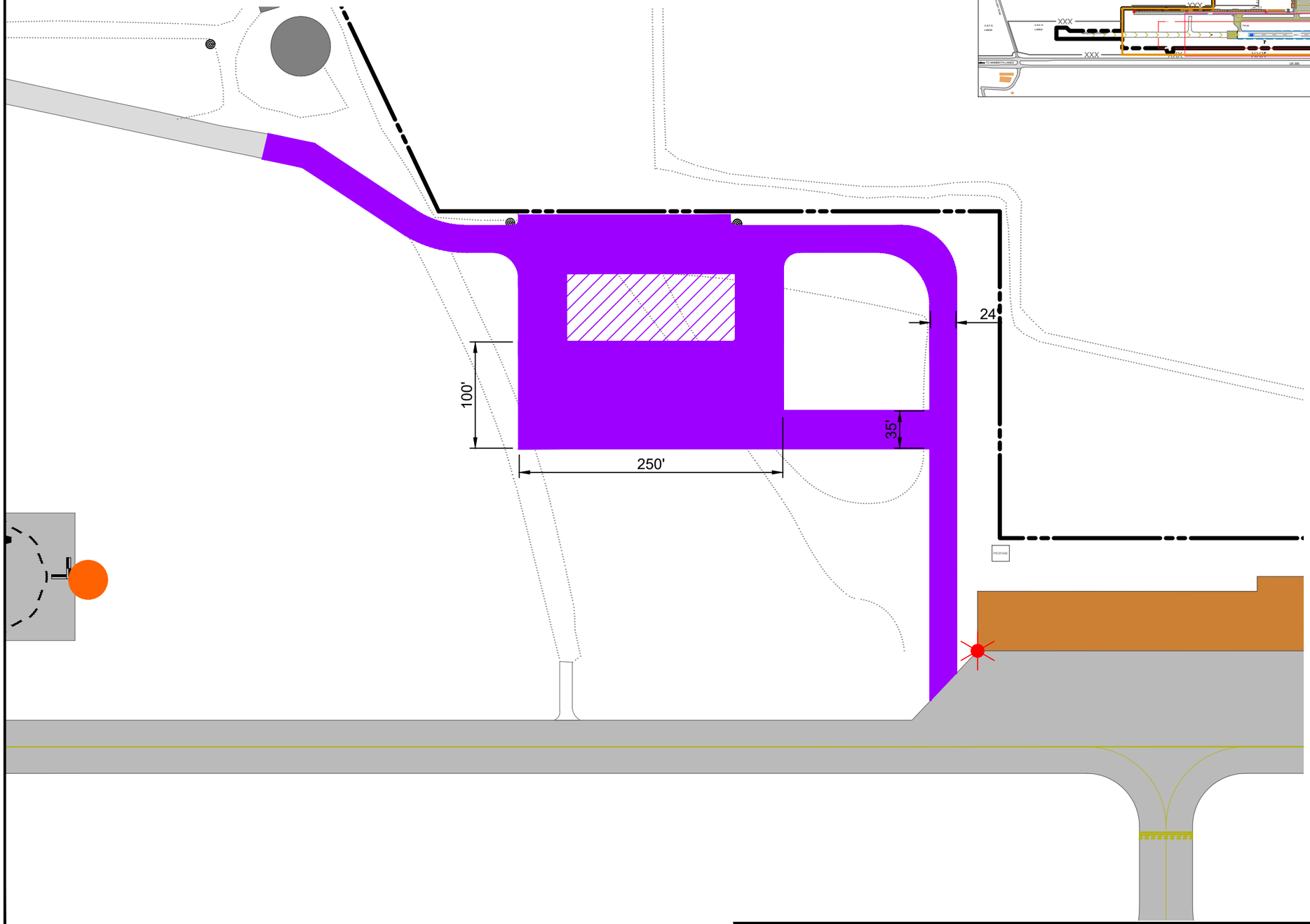
Brandley Oversight & Coordination, Assembly of Bid Package, Design of Front End of Specifications				
Principal Engineer	60 Hrs @	$300	$ 18,000.00	
Project Administrator	60 Hrs @	$100	6,000.00	
Clerical	40 Hrs @	$75	3,000.00	
Architectural and Utility Subconsultant Design				
Architectural Subconsultant			$54,500.00	
Structural Engineering Subconsultant			$9,500.00	
Civil Engineering Subconsultanat (Sewer & Water)			$23,100.00	
Building Mechanical / Plumbing Subconsultant			$10,000.00	
Electrical Engineering Subconsultant			$27,500.00	
Fire Sprinkler Subconsultant			$31,000.00	
Fire Alarm Subconsultant			$6,000.00	
Total Phase 3 - Bid Package Development			*$ 188,600.00*	
			Use	$ 189,000.00

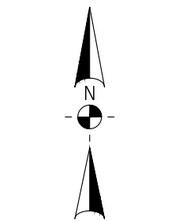
Phase 4 - Engineering Support During Bidding and Contract Award

Principal Engineer	16 Hrs @	$300	$ 4,800.00	
Project Administrator	14 Hrs @	$100	1,400.00	
Subconsultant Support			13,800.00	
Total Phase 4 - Support During Bidding and Award			*20,000.00*	
			Use	20,000.00
Total Engineering Phases 1-4 (Building)				**$ 346,000.00**



LOCATION MAP





0 50 100

SCALE: 1"=100'

LEGEND

- NEW PAVEMENT
- NEW ARFF/SNOW REMOVAL BUILDING
- EXISTING PAVEMENT
- EXISTING BUILDING
- EXISTING ROAD
- EXISTING DIRT/GRAVEL ROAD
- EXISTING PROPERTY LINE

BRANDLEY ENGINEERING
6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

MAMMOTH YOSEMITE AIRPORT

MAMMOTH LAKES, CALIFORNIA

ARFF/SNOW REMOVAL FACILITY
PROJECT AREA

DATE	9/20/2021
DRAWN	KDC
CHECKED	DB
PROJECT No.	75.02
FILE	75 Snow Priority-sktc
PLATE No.	1

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Approve the resolution authorizing the Town Manager to execute documents and take other steps to further the implementation of the Town's housing programs and related matters.

Council Meeting Date: 2/16/2022

Prepared by: Daniel C. Holler, Town Manager

Recommended Motion: Approve the resolution authorizing the Town Manager to execute documents and take other steps to further the implementation of the Town's housing programs and related matters.

Summary:
The implementation of the Town's Housing Now! programs require the execution of various real estate related documents and the use of other professionals in the purchase and sale of property and housing units. The proposed resolution provides clarity on the authority of the Town Manager to sign required documents and to take other necessary actions to implement the Town's housing programs. Regular updates to Council regarding the process and action taken are required. The acquisition of properties in the current real estate market is very competitive and the timeframes to make offers to purchase a unit or land are generally very short. As the Town's programs are known we have real estate agents reaching out to us to consider a purchase and the initial response is required in a very timely manner. Re-selling of the property to a qualified buyer again requires the execution of documents. The Housing Now! "Bridge Loan" program is proving to be an effective tool in putting households in units that fall into the 81% to 120% of Area Median Income range, or what is often referred to as the "missing middle". The program is working with MLH to qualify buyers and to assist in the resale of the unit. The Town works directly with the listing agents on the purchase of units. We are working with five units with one close to closing escrow providing quality housing for a local household. And one is in the negotiation process to be purchased by the Town. Each unit will be deed restricted to retain the affordability level over time.

RESOLUTION NO. 22 – ___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, AUTHORIZING THE TOWN MANAGER TO EXECUTE DOCUMENTS AND TAKE OTHER STEPS TO FURTHER THE IMPLEMENTATION OF HOUSING PROGRAMS IN THE TOWN OF MAMMOTH LAKES TO ENHANCE THE PROVISION OF AVAILABLE AND AFFORDABLE COMMUNITY HOUSING

WHEREAS, the Town Council's strategic priorities adopted on May 19, 2021 include a priority to "Expand availability and affordability of Community Housing"; and

WHEREAS, the Town Council has authorized funding for the implementation of several housing policy directives and programs, branded as "Housing Now!"; and

WHEREAS, implementation of Town housing programs includes the dedication of Town resources to provide a range of community housing that is affordable to the community; and

WHEREAS, to effectively implement the Town's "Housing Now!" program, the Town has set aside resources to provide a range of community housing that is affordable to the community including community housing opportunities for moderate income households; and

WHEREAS, reliance on state and federal programs does not provide adequate funding for local housing and generally does not provide funding to assist moderate income households or above who still cannot afford housing in the Town of Mammoth Lakes; and

WHEREAS, the Town has opportunities to work in partnership with private property owners to further the availability of workforce housing by purchasing market rate housing units and selling them as deed-restricted units to low- and moderate-income or above households; and

WHEREAS, the purchase and sale of housing units by the Town requires the execution of required real estate document and use of licensed professionals to secure information necessary to implement the Town's housing programs and initiatives to expand availability and affordability of community housing through the purchase of property, existing housing units, and the sale of housing units; and

WHEREAS, Section 2.08.060 (L) of the Mammoth Lakes Municipal Code authorizes the Town Manager to ". . .to sign documents specified in Section 40602 of the Government Code of the state whenever such documents have been approved by the town council for execution by resolution, motion, minute order or other appropriate action"; and

WHEREAS, Government Code Section 40602 refers to "all warrants drawn on the city treasurer", "all written contracts and conveyances made or entered into by the [Town]", and "all instruments requiring the [Town] seal";

NOW, THEREFORE, BE IT RESOLVED the Town Council of the Town of Mammoth Lakes does declare as follows**:**

Section 1. The Town Manager is hereby authorized to sign on behalf of the Town of Mammoth Lakes such agreements and other documents as are required in connection with the purchase and sale of housing units to implement the housing programs, policies, and directives approved by the Town Council, to the extent that funds have been budgeted for such purposes. All such sales are deemed to be "for the common benefit" for purposes of Government Code Section 37350.

Section 2. The Town Manager is hereby authorized to secure the services of licensed real estate agents and other professionals as necessary to support the purchase and sale of housing units, including without limitation the creation and recordation of deed restrictions, and to implement the housing programs, policies, and directives provided by the Town Council.

Section 3. The purchase and sale of deed-restricted housing units meets the public purpose and policy of the Town Council to expand availability and affordability of community housing in the Town of Mammoth Lakes.

Section 4. The Town Manager is hereby directed to provide periodic updates to the Town Council regarding housing units purchased or sold as authorized hereunder.

APPROVED AND ADOPTED THIS 16th day of February 2022.

_____
LYNDA SALCIDO, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Only unpaid invoices included.
[Report].Date Paid = {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Period	Job Number	Net Invoice Amount
Segment Department	Segment Fund	GL Account and Title	GL Activity Number	Input Date			
ALPINE PAINT							
5517	ALPINE PAINT	M0238335	PAINT/SUPPLIES	01/13/2022	222		253.47
Airport Admin & Ops	Airport	220-471-42007 Maintenance Supplies		0 02/03/2022			
5517	ALPINE PAINT	M0238336	PAINT/SUPPLIES	01/13/2022	222		180.60-
Airport Admin & Ops	Airport	220-471-42007 Maintenance Supplies		0 02/03/2022			
Total ALPINE PAINT:							72.87
AMERIGAS							
6982	AMERIGAS	3131127426/20	01/22-AIRPORT OFFICE	01/06/2022	222		471.02
Airport Admin & Ops	Airport	220-471-43404 Public Utilities		0 02/03/2022			
6982	AMERIGAS	3131805016/20	01/22-PWM DISPENSER	01/20/2022	222		983.56
Garage Operations	Gas Tax	210-456-43404 Public Utilities		0 02/03/2022			
6982	AMERIGAS	3131930237/20	01/22-AIRPORT TERMINAL	01/23/2022	222		1,663.43
Airport Admin & Ops	Airport	220-471-43404 Public Utilities		0 02/03/2022			
Total AMERIGAS:							3,118.01
AT&T MOBILITY							
8453	AT&T MOBILITY	287292079320	JAN 2022	01/17/2022	222		40.74
General Services	General Fund	100-416-43404 Public Utilities		0 02/03/2022			
8453	AT&T MOBILITY	287311715401	JAN 2022-MIFI-PD	01/13/2022	222		85.29
Police Services	General Fund	100-420-43404 Public Utilities		0 02/03/2022			
Total AT&T MOBILITY:							126.03
BLUEBIRD IMAGING							
8182	BLUEBIRD IMAGING	4845	TCSF STICKERS	01/19/2022	222		484.88
Recreation Programs	General Fund	100-432-42008 Recreation Supplies		0 02/03/2022			
Total BLUEBIRD IMAGING:							484.88
BRADY INDUSTRIES OF CALIFORNIA							
8686	BRADY INDUSTRIES OF CALIF	754069-00	MAINT SUPPLIES	01/19/2022	222		280.83
Garage Operations	Gas Tax	210-456-42007 Maintenance Supplies		0 02/03/2022			
Total BRADY INDUSTRIES OF CALIFORNIA:							280.83
BROWN'S SUPPLY, INC.							
41	BROWN'S SUPPLY, INC.	01/21/21	MAINT SUPPLIES	01/21/2021	222		77.34
Airport Admin & Ops	Airport	220-471-42007 Maintenance Supplies		0 02/03/2022			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Period	Job Number	Net Invoice Amount
Segment Department	Segment Fund	GL Account and Title	GL Activity Number	Input Date			
	Total BROWN'S SUPPLY, INC.:						77.34
CALIFORNIA DEPT. OF TAX & FEE ADMIN.							
144	CALIFORNIA DEPT. OF TAX & F	057-425410	489674309	01/25/2022	222		114.22
	Vehicle Servic	910-000-13001	Town Yard Gas Inventor	0 02/03/2022			
	Total CALIFORNIA DEPT. OF TAX & FEE ADMIN.:						114.22
CHUCK VILLAR CONSTRUCTION INC.							
7277	CHUCK VILLAR CONSTRUCTIO	20404	PIT MOBILIZATION	01/07/2022	222		140,960.00
Street Maintenance	Gas Tax	210-450-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20776	12/21-BLUFFS	01/21/2022	222		34,092.82
Snow Removal	Bluffs Maint Di	853-452-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20777	12/21-J RIDGE	01/21/2022	222		28,538.18
Snow Removal	AD 1993-1 Ju	850-452-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20778	12/21-SAWMILL CUTOFF/SDY R	01/21/2022	222		18,741.53
Snow Removal	Gas Tax	210-452-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20779	12/21-TESLA PARK & RIDE	01/21/2022	222		16,158.31
Promenade Mainten	Gas Tax	210-457-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20781	12/21-LIBRARY	01/21/2022	222		13,956.02
Multi-Use Facility	Fractional Mell	858-436-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20782	12/21-HILLSIDE	01/21/2022	222		11,115.11
Promenade Mainten	Gas Tax	210-457-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20783	12/21-FRONTAGE RD	01/21/2022	222		26,659.75
Snow Removal	Gas Tax	210-452-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20807	12/21-SNOW PIT	01/24/2022	222		62,545.48
Street Maintenance	Gas Tax	210-450-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20808	12/21-SNOW PIT	01/25/2022	222		134,853.25
Street Maintenance	Gas Tax	210-450-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20810	01/22-SNOW PIT	01/25/2022	222		26,553.38
Street Maintenance	Gas Tax	210-450-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20811	01/22-SNOW PIT	01/25/2022	222		39,701.07
Street Maintenance	Gas Tax	210-450-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20812	01/22-SNOW PIT	01/25/2022	222		25,066.01
Street Maintenance	Gas Tax	210-450-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20813	01/21-ARROWHEAD APARTMEN	01/25/2022	222		5,685.23
Street Maintenance	Gas Tax	210-450-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20814	12/21-SNOW PIT	01/25/2022	222		186,274.83
Street Maintenance	Gas Tax	210-450-43031	Contractual Services	0 02/03/2022			
7277	CHUCK VILLAR CONSTRUCTIO	20816	PIT MGMT	01/26/2022	222		44,430.00
Street Maintenance	Gas Tax	210-450-43031	Contractual Services	0 02/03/2022			
	Total CHUCK VILLAR CONSTRUCTION INC.:						815,330.97
CSDS SACRAMENTO							
8619	CSDS SACRAMENTO	91113016	PLOTTER SVCS CONTRACT	01/13/2022	222		1,600.00
Eng, Public Works &	General Fund	100-460-43031	Contractual Services	0 02/03/2022			
	Total CSDS SACRAMENTO:						1,600.00
DEPT OF JUSTICE							
1775	DEPT OF JUSTICE	554368	12/21-FINGERPRINT	01/06/2022	222		585.00
Police Services	General Fund	100-420-43156	DOJ Fingerprint Live	0 02/03/2022			
1775	DEPT OF JUSTICE	554448	12/21-FINGERPRINT	01/06/2022	222		64.00
Human Resources	General Fund	100-417-43140	Recruiting & Other HR	0 02/03/2022			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Period	Job Number	Net Invoice Amount
Segment Department	Segment Fund	GL Account and Title	GL Activity Number	Input Date			
	Total DEPT OF JUSTICE:						649.00
DESIGNS UNLIMITED SCREEN PRINTS							
63	DESIGNS UNLIMITED SCREEN	918312	EMBROIDERY SVCS	01/28/2022	222		30.00
Town Manager	General Fund	100-413-42030	Special Operational	0 02/03/2022			
	Total DESIGNS UNLIMITED SCREEN PRINTS:						30.00
DO-IT CENTER							
5476	DO-IT CENTER	58935	MAINT SUPPLIES	12/21/2021	222		43.12
Building Division	General Fund	100-442-43130	Advertising & Legal Noti	0 02/03/2022			
5476	DO-IT CENTER	59554	MAINT SUPPLIES	01/01/2022	222		41.69
Multi-Use Facility	Fractional Mell	858-436-42007	Maintenance Supplies	56120 02/03/2022			
5476	DO-IT CENTER	59555	MAINT SUPPLIES	01/01/2022	222		25.64
Snow Removal	Gas Tax	210-452-42022	Street Maintenance Sup	0 02/03/2022			
5476	DO-IT CENTER	59788	MAINT SUPPLIES	01/04/2022	222		38.78
General Services	General Fund	100-416-42002	Office Supplies	0 02/03/2022			
5476	DO-IT CENTER	59803	MAINT SUPPLIES	01/04/2022	222		29.08
Garage Operations	Gas Tax	210-456-42007	Maintenance Supplies	0 02/03/2022			
5476	DO-IT CENTER	59807	MAINT SUPPLIES	01/04/2022	222	TRAILS-025	2.51
Measure R Trails	Measure R Tr	215-511-42007	Maintenance Supplies	325 02/03/2022			
5476	DO-IT CENTER	59866	MAINT SUPPLIES	01/05/2022	222		35.87
Building Division	General Fund	100-442-43130	Advertising & Legal Noti	0 02/03/2022			
5476	DO-IT CENTER	59924	MIANT SUPPLIES	01/06/2022	222		14.14
Parks, Bldgs & Trails	General Fund	100-438-45080	Park Grounds & Bldgs	60023 02/03/2022			
5476	DO-IT CENTER	59968	MAINT SUPPLIES	01/06/2022	222		12.59
Multi-Use Facility	Fractional Mell	858-436-45080	Park Grounds & Bldgs	56120 02/03/2022			
5476	DO-IT CENTER	59972	MAINT SUPPLIES	01/06/2022	222		.97-
Multi-Use Facility	Fractional Mell	858-436-45080	Park Grounds & Bldgs	56120 02/03/2022			
5476	DO-IT CENTER	60033	MAINT SUPPLIES	01/07/2022	222		12.60
Facilities Maintenanc	General Fund	100-464-43031	Contractual Services	0 02/03/2022			
5476	DO-IT CENTER	60039	MAINT SUPPLIES	01/07/2022	222		5.32
Police Services	General Fund	100-420-42030	Special Operational	0 02/03/2022			
5476	DO-IT CENTER	60170	MAINT SUPPLIES	01/10/2022	222		9.20
Street Maintenance	Gas Tax	210-450-45224	Street Sign Replacemen	0 02/03/2022			
5476	DO-IT CENTER	60260	MAINT SUPPLIES	01/11/2022	222		11.63
Snow Removal	Gas Tax	210-452-42022	Street Maintenance Sup	0 02/03/2022			
5476	DO-IT CENTER	60269	MAINT SUPPLIES	01/11/2022	222		29.30
Parks, Bldgs & Trails	Measure R Sa	216-438-45080	Park Grounds & Bldgs	60008 02/03/2022			
5476	DO-IT CENTER	60944	MAINT SUPPLIES	01/20/2022	222		54.26
Snow Removal	Gas Tax	210-452-42022	Street Maintenance Sup	0 02/03/2022			
5476	DO-IT CENTER	60956	MIANT SUPPLIES	01/20/2022	222		7.74
Street Maintenance	Gas Tax	210-450-45224	Street Sign Replacemen	0 02/03/2022			
5476	DO-IT CENTER	60988	MAINT SUPPLIES	01/20/2022	222		12.99
Street Maintenance	Gas Tax	210-450-45224	Street Sign Replacemen	0 02/03/2022			
5476	DO-IT CENTER	60995	MAINT SUPPLIES	01/20/2022	222		2.89
Street Maintenance	Gas Tax	210-450-45224	Street Sign Replacemen	0 02/03/2022			
5476	DO-IT CENTER	61019	MAINT SUPPLIES	01/21/2022	222		4.93
Street Maintenance	Gas Tax	210-450-45224	Street Sign Replacemen	0 02/03/2022			
5476	DO-IT CENTER	61031	MAINT SUPPLIES	01/21/2022	222		20.88
Street Maintenance	Gas Tax	210-450-45224	Street Sign Replacemen	0 02/03/2022			
5476	DO-IT CENTER	61033	MAINT SUPPLIES	01/21/2022	222		19.37
Street Maintenance	Gas Tax	210-450-45220	Street Lights	0 02/03/2022			
5476	DO-IT CENTER	K577447	MAINT SUPPLIES	12/03/2021	222		155.76
Parks, Bldgs & Trails	Measure R Sa	216-438-45080	Park Grounds & Bldgs	60008 02/03/2022			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Period	Job Number	Net Invoice Amount
Segment Department	Segment Fund	GL Account and Title	GL Activity Number	Input Date			
	Total DO-IT CENTER:						589.32
ESTA							
7884	ESTA	220107-01	DEC 2021-ROUTE HRS	01/07/2022	222		43,166.05
Transit Services	General Fund	100-475-43031	Contractual Services	0 02/03/2022			
	Total ESTA:						43,166.05
FRONTIER COMMUNICATIONS							
10869	FRONTIER COMMUNICATIONS	01/22-0348	01/22-PWM	01/16/2022	222		207.34
Snow Removal	Gas Tax	210-452-43404	Public Utilities	0 02/03/2022			
10869	FRONTIER COMMUNICATIONS	01/22-2490	01/22-PD FAX	01/16/2022	222		82.45
Police Services	General Fund	100-420-43404	Public Utilities	0 02/03/2022			
10869	FRONTIER COMMUNICATIONS	01/22-2536	01/22-PD	01/16/2022	222		247.94
Police Services	General Fund	100-420-43404	Public Utilities	0 02/03/2022			
10869	FRONTIER COMMUNICATIONS	01/22-3119	01/22-AIRPORT	01/16/2022	222		153.95
Airport Admin & Ops	Airport	220-471-43404	Public Utilities	0 02/03/2022			
10869	FRONTIER COMMUNICATIONS	01/22-3509	01/22-ICE RINK	01/13/2022	222		62.51
Multi-Use Facility	Fractional Mell	858-436-43404	Public Utilities	56120 02/03/2022			
	Total FRONTIER COMMUNICATIONS:						754.19
GRANITE DATA SOLUTIONS							
18359	GRANITE DATA SOLUTIONS	IN72971-1	PRODUCTION SUPPORT/SUBS	12/08/2021	222		1,158.00
Information Systems	General Fund	100-418-45050	Equipment Maint Agree	0 02/03/2022			
	Total GRANITE DATA SOLUTIONS:						1,158.00
HIGH COUNTRY LUMBER							
830	HIGH COUNTRY LUMBER	396955	MAINT SUPPLIES	01/30/2022	222		186.03
Airport Admin & Ops	Airport	220-471-42007	Maintenance Supplies	0 02/03/2022			
830	HIGH COUNTRY LUMBER	71186	MAINT SUPPLIES	01/13/2022	222		39.86
Airport Admin & Ops	Airport	220-471-42007	Maintenance Supplies	0 02/03/2022			
830	HIGH COUNTRY LUMBER	71210	MAINT SUPPLIES	01/14/2022	222		129.19
Parks, Bldgs & Trails	General Fund	100-438-45080	Park Grounds & Bldgs	60021 02/03/2022			
830	HIGH COUNTRY LUMBER	71693A	MAINT SUPPLIES	01/21/2022	222		190.70
Transit Services	General Fund	100-475-42007	Maintenance Supplies	0 02/03/2022			
830	HIGH COUNTRY LUMBER	72173	MAINT SUPPLIES	01/29/2022	222		281.46
Airport Admin & Ops	Airport	220-471-42007	Maintenance Supplies	0 02/03/2022			
	Total HIGH COUNTRY LUMBER:						827.24
HORIZON CALIFORNIA PUBLICATIONS, INC.							
6100	HORIZON CALIFORNIA PUBLIC	43052	01/21-ADVERT	01/27/2022	222		175.28
Human Resources	General Fund	100-417-43140	Recruiting & Other HR	0 02/03/2022			
	Total HORIZON CALIFORNIA PUBLICATIONS, INC.:						175.28
INTERNATIONAL ASSOC. OF CHEFS OF POLICE							
10818	INTERNATIONAL ASSOC. OF C	0210714	01/01-12/31/22-DUES	12/28/2021	222		190.00
Police Services	General Fund	100-420-43110	Mem'ships, Dues, Subsc	0 02/03/2022			
	Total INTERNATIONAL ASSOC. OF CHEFS OF POLICE:						190.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Period	Job Number	Net Invoice Amount
Segment Department	Segment Fund	GL Account and Title	GL Activity Number	Input Date			
LEAGUE OF CALIFORNIA CITIES, PUBLICATION							
90	LEAGUE OF CALIFORNIA CITIE	641247	MEMBERSHIP 2022	02/28/2022	222		5,264.00
Town Manager	General Fund	100-413-43031 Contractual Services		0 02/03/2022			
Total LEAGUE OF CALIFORNIA CITIES, PUBLICATION:							5,264.00
MAMMOTH COMMUNITY WATER DISTRICT							
308	MAMMOTH COMMUNITY WATE	477	DEC 2021 LAB-WHITMORE PUM	01/01/2022	222		20.58
Whitmore Pool & Re	General Fund	100-434-43031 Contractual Services		56811 02/03/2022			
Total MAMMOTH COMMUNITY WATER DISTRICT:							20.58
MAMMOTH DISPOSAL, INC.							
94	MAMMOTH DISPOSAL, INC.	1120577	12/21-airport	01/01/2022	222		1,191.96
Airport Admin & Ops	Airport	220-471-43404 Public Utilities		0 02/03/2022			
94	MAMMOTH DISPOSAL, INC.	1120579	12/21-PWM	01/01/2022	222		2,260.50
Snow Removal	Gas Tax	210-452-43404 Public Utilities		0 02/03/2022			
Total MAMMOTH DISPOSAL, INC.:							3,452.46
MAMMOTH HOSPITAL							
7376	MAMMOTH HOSPITAL	210018649	MEDICAL EXAM	01/01/2022	222		103.50
Human Resources	General Fund	100-417-43140 Recruiting & Other HR		0 02/03/2022			
Total MAMMOTH HOSPITAL:							103.50
MAMMOTH LAKES TRAILS AND PUBLIC ACCESS							
7566	MAMMOTH LAKES TRAILS AND	029_08-7	01/22-SVCS	01/26/2022	222	TRAILS-002	1,411.70
Measure R Trails	Measure R Tr	215-511-43031 Contractual Services		302 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	041_07-6	01/22-SVCS	01/26/2022	222	TRAILS-004	250.95
Measure R Trails	Measure R Tr	215-511-43031 Contractual Services		304 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	052_11-7	01/22-SVCS	01/26/2022	222	TRAILS-006	230.37
Measure R Trails	Measure R Tr	215-511-43031 Contractual Services		306 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	088_12-6	01/22-SVCS	01/26/2022	222	TRAILS-009	160.28
Measure R Trails	Measure R Tr	215-511-43031 Contractual Services		309 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	094_08-7	01/22-SVCS	01/26/2022	222	TRAILS-010	204.80
Measure R Trails	Measure R Tr	215-511-43031 Contractual Services		310 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	098_07-7	01/22-SVCS	01/26/2022	222	TRAILS-011	473.01
Measure R Trails	Measure R Tr	215-511-43031 Contractual Services		311 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	103_07-6	01/22-SVCS	01/26/2022	222	TRAILS-013	1,049.33
Measure R Trails	Measure R Tr	215-511-43031 Contractual Services		312 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	106_07-7	01/22-SVCS	01/26/2022	222	TRAILS-014	1,749.49
Measure R Trails	Measure R Tr	215-511-43031 Contractual Services		314 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	120_04-7	01/22-SVCS	01/26/2022	222	TRAILS-018	1,722.10
Measure R Trails	Measure R Tr	215-511-43031 Contractual Services		318 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	121_02-7	01/22-SVCS	01/26/2022	222	TRAILS-019	6,959.99
Measure R Trails	Measure R Tr	215-511-43031 Contractual Services		319 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	701_03-7	701_03_SRTI_2122_PROJMGMT	01/26/2022	222	CAP 20-002	351.75
Capital Projects - Oth	Capital Project	300-531-43031 Contractual Services		33034 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	705_03-7	705_03_SRTI_2100_PROJECT	01/26/2022	222	CAP 20-002	5,268.52
Capital Projects - Oth	Capital Project	300-531-43031 Contractual Services		33033 02/03/2022			
7566	MAMMOTH LAKES TRAILS AND	710_02-8	01/22-SVCS	01/26/2022	222	CAP 22-010	85.85
Capital Projects - Oth	Capital Project	300-531-43031 Contractual Services		43620 02/03/2022			
Total MAMMOTH LAKES TRAILS AND PUBLIC ACCESS:							19,918.14

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Period	Job Number	Net Invoice Amount
Segment Department	Segment Fund	GL Account and Title	GL Activity Number	Input Date			
MERIDIAN COURT CONDOMINIUM ASSOC.							
18792	MERIDIAN COURT CONDOMINI	MER11629-FE	CAM-MERIDIAN CT G101	01/24/2022	222		317.48
Facilities Maintenanc	General Fund	100-464-43404 Public Utilities		0 02/03/2022			
18792	MERIDIAN COURT CONDOMINI	MER11629-FE	CAM-MERIDIAN CT I101	01/24/2022	222		251.70
Facilities Maintenanc	General Fund	100-464-43404 Public Utilities		0 02/03/2022			
18792	MERIDIAN COURT CONDOMINI	MER11629-FE	CAM-550 MONO ST F203	01/24/2022	222		251.70
Facilities Maintenanc	General Fund	100-464-43404 Public Utilities		0 02/03/2022			
Total MERIDIAN COURT CONDOMINIUM ASSOC.:							820.88
MOBERLY, SANDRA							
7533	MOBERLY, SANDRA	04/18-04/22/22	PER DIEM	01/24/2022	222		207.00
Planning Division	General Fund	100-440-43150 Training, Ed, Conf & Mtg		0 02/03/2022			
Total MOBERLY, SANDRA:							207.00
MONO COUNTY HEALTH DEPT. MAMMOTH LAKES							
7496	MONO COUNTY HEALTH DEPT.	17175-1	50% SHARE COST COVID TEST	01/28/2022	222		37,712.50
Covid-19	Covid-19	105-405-42030 Special Operational		4016 02/03/2022			
Total MONO COUNTY HEALTH DEPT. MAMMOTH LAKES:							37,712.50
MONO COUNTY PUBLIC WORKS DEPT							
3178	MONO COUNTY PUBLIC WORK	1221	SOLID WASTE	01/12/2022	222		17.25
Snow Removal	Gas Tax	210-452-43031 Contractual Services		0 02/03/2022			
Total MONO COUNTY PUBLIC WORKS DEPT:							17.25
PARS							
6552	PARS	49786	11/21-SVCS	01/10/2022	222		800.00
Police Services	General Fund	100-420-43031 Contractual Services		0 02/03/2022			
Total PARS:							800.00
PLAISTED, ANGELA							
18589	PLAISTED, ANGELA	02/18-02/19/22	PER DIEM	01/26/2022	222		106.00
Town Clerk	General Fund	100-414-43150 Training, Ed, Conf & Mtg		0 02/03/2022			
Total PLAISTED, ANGELA:							106.00
RAMOS, GERARDO							
18326	RAMOS, GERARDO	01/31/22	FLYER TRANSLATION	01/26/2021	222		40.00
Recreation Programs	General Fund	100-432-43031 Contractual Services		61025 02/03/2022			
Total RAMOS, GERARDO:							40.00
RIGHT WAY POOL & SPA SUPPLIES							
3955	RIGHT WAY POOL & SPA SUPPL	2986	12/2-SVCS	01/25/2022	222		934.66
Airport Admin & Ops	Airport	220-471-43031 Contractual Services		0 02/03/2022			
Total RIGHT WAY POOL & SPA SUPPLIES:							934.66
SCS NORTHWEST CONSULTING SERVICES, LLC							
10689	SCS NORTHWEST CONSULTIN	211209-101	INVENTORY	12/09/2021	222		8,000.00
Police Services	General Fund	100-420-43031 Contractual Services		0 02/03/2022			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Period	Job Number	Net Invoice Amount
Segment Department	Segment Fund	GL Account and Title	GL Activity Number	Input Date			
10689	SCS NORTHWEST CONSULTIN	211209-101	TRAVEL FEES	12/09/2021	222		1,372.29
Police Services	General Fund	100-420-43031 Contractual Services		0 02/03/2022			
Total SCS NORTHWEST CONSULTING SERVICES, LLC:							9,372.29
SHEET, THE							
6678	SHEET, THE	9496	12/21-ADVERT	01/10/2022	222		52.00
Town Clerk	General Fund	100-414-43130 Advertising & Legal Noti		0 02/03/2022			
6678	SHEET, THE	9498	12/21-ADVERT	01/10/2022	222		169.00
Town Clerk	General Fund	100-414-43130 Advertising & Legal Noti		0 02/03/2022			
Total SHEET, THE:							221.00
SHRED PRO, INC							
8188	SHRED PRO, INC	8423	SHREDDING	01/27/2022	222		60.00
General Services	General Fund	100-416-43031 Contractual Services		0 02/03/2022			
Total SHRED PRO, INC:							60.00
SIERRA SECURITY SYS, INC.							
5362	SIERRA SECURITY SYS, INC.	649815	11/21-FIRE ALARM MONITORIN	12/01/2021	222		37.00
Police Services	General Fund	100-420-43031 Contractual Services		0 02/03/2022			
Total SIERRA SECURITY SYS, INC.:							37.00
SINTRA GROUP							
10823	SINTRA GROUP	2022103	INVESTIGATION	01/22/2022	222		3,564.00
Police Services	General Fund	100-420-43031 Contractual Services		0 02/03/2022			
Total SINTRA GROUP:							3,564.00
SOUTHERN CALIF EDISON							
145	SOUTHERN CALIF EDISON	01/22-1042	01/22-L'ABRI 4	01/21/2022	222		151.00
Facilities Maintenanc	General Fund	100-464-43404 Public Utilities		0 02/03/2022			
145	SOUTHERN CALIF EDISON	01/22-1134	01/22-ICE RINK	01/27/2022	222		11,579.89
Multi-Use Facility	Fractional Mell	858-436-43404 Public Utilities		56120 02/03/2022			
145	SOUTHERN CALIF EDISON	01/22-1725	01/22-PWM	01/25/2022	222		402.38
Snow Removal	Gas Tax	210-452-43404 Public Utilities		0 02/03/2022			
145	SOUTHERN CALIF EDISON	01/22-4492	01/22-C CTR	01/22/2022	222		274.53
Parks, Bldgs & Trails	General Fund	100-438-43404 Public Utilities		0 02/03/2022			
145	SOUTHERN CALIF EDISON	01/22-4494	01/22-PWM	01/27/2022	222		3,312.94
Garage Operations	Gas Tax	210-456-43404 Public Utilities		0 02/03/2022			
145	SOUTHERN CALIF EDISON	01/22-6190	01/21-MERIDIAN	01/21/2022	222		327.47
Parks, Bldgs & Trails	Fractional Mell	858-438-43404 Public Utilities		0 02/03/2022			
145	SOUTHERN CALIF EDISON	01/22-6190	01/21-PROMENADE	01/21/2022	222		466.62
Snow Removal	Gas Tax	210-452-43404 Public Utilities		0 02/03/2022			
145	SOUTHERN CALIF EDISON	01/22-6190	01/21-MINARET	01/21/2022	222		25.66
Snow Removal	North Village	857-452-43404 Public Utilities		0 02/03/2022			
145	SOUTHERN CALIF EDISON	01/22-7351	01/22-PWM	01/22/2022	222		555.08
Snow Removal	Gas Tax	210-452-43404 Public Utilities		0 02/03/2022			
145	SOUTHERN CALIF EDISON	01/22-8889	01/22-BIKE TRAIL ST LIGHTS	01/27/2022	222		54.39
Snow Removal	Gas Tax	210-452-43404 Public Utilities		0 02/03/2022			
145	SOUTHERN CALIF EDISON	01/22-9768	01/22-AIRPORT	01/25/2022	222		3,738.61
Airport Admin & Ops	Airport	220-471-43404 Public Utilities		0 02/03/2022			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Period	Job Number	Net Invoice Amount
Segment Department	Segment Fund	GL Account and Title	GL Activity Number	Input Date			
	Total SOUTHERN CALIF EDISON:						20,888.57
STEVE'S AUTO & TRUCK PARTS							
1221	STEVE'S AUTO & TRUCK PART	043487	PARKS GROUND MAINT	01/24/2022	222		62.47
Parks, Bldgs & Trails	General Fund	100-438-45080 Park Grounds & Bldgs	60023	02/03/2022			
	Total STEVE'S AUTO & TRUCK PARTS:						62.47
US BANK INSTITUTIONAL WESTN RG							
10767	US BANK INSTITUTIONAL WES	6745030100-F	PARS DISTRIBUTION-PD	02/01/2022	222		1,440.00
Police Services	General Fund	100-420-41024 PARS (Retirement Enha	0	02/03/2022			
	Total US BANK INSTITUTIONAL WESTN RG:						1,440.00
WEIDNER, ROBERT K							
10404	WEIDNER, ROBERT K	02/01/22	2022-PUBLIC LAND ENVIRONM	02/01/2022	222		7,500.00
Town Manager	General Fund	100-413-43031 Contractual Services	0	02/03/2022			
	Total WEIDNER, ROBERT K:						7,500.00
XEROX CORPORATION							
234	XEROX CORPORATION	015226254	01/22-PD	01/01/2022	222		416.03
Police Services	General Fund	100-420-46010 Equipment Lease	0	02/03/2022			
	Total XEROX CORPORATION:						416.03
ZAMBONI CO. USA, INC.							
19161	ZAMBONI CO. USA, INC.	108605	ZAMBONI	01/28/2022	222		193,684.62
Vehicle & Equip Repl	Vehicle Servic	915-570-48300 Additions to the Fleet	0	02/03/2022			
	Total ZAMBONI CO. USA, INC.:						193,684.62
	Total 222:						1,175,387.18
	Grand Totals:						1,175,387.18

Signature: SANDRA MOBERLY Sandra Moberly Date 2.3.22

Signature: ROBERT PATTERSON Robt Patterson Date 2/3/22

Approval: STEPHANIE TRUJILLO Stephanie Trujillo Date 2.3.22

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Only unpaid invoices included.
[Report].Date Paid = {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}
[Report].Vendor Number = {OR} {IS NULL}

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	GL Period	Job Number	Net Invoice Amount
Segment Department	Segment Fund	GL Account and Title	GL Activity Number	Input Date			
IPROMO							
19162	IPROMO	IPROMO	50% SHARE COST COVID TEST	01/28/2022	222		35,000.00
Covid-19	Covid-19	105-405-42030 Special Operational	4016	02/04/2022			
Total IPROMO:							35,000.00
SECRETARY OF STATE							
7692	SECRETARY OF STATE	NOTARY FEE-	NOTARY PUBLIC APP FEE	01/24/2022	222		40.00
Town Clerk	General Fund	100-414-43150 Training, Ed, Conf & Mtg	0	02/04/2022			
Total SECRETARY OF STATE:							40.00
Total 222:							35,040.00
Grand Totals:							35,040.00

Signature: SANDRA MOBERLY Sandra Moberly Date 2.4.22

Signature: ROBERT PATTERSON Robert Patterson Date 2/4/2022

Approval: STEPHANIE TRUJILLO Stephanie Trujillo Date 2.4.22

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Update on Management and Response to the COVID-19 Pandemic.

Council Meeting Date: 2/16/2022

Prepared by: Daniel C. Holler

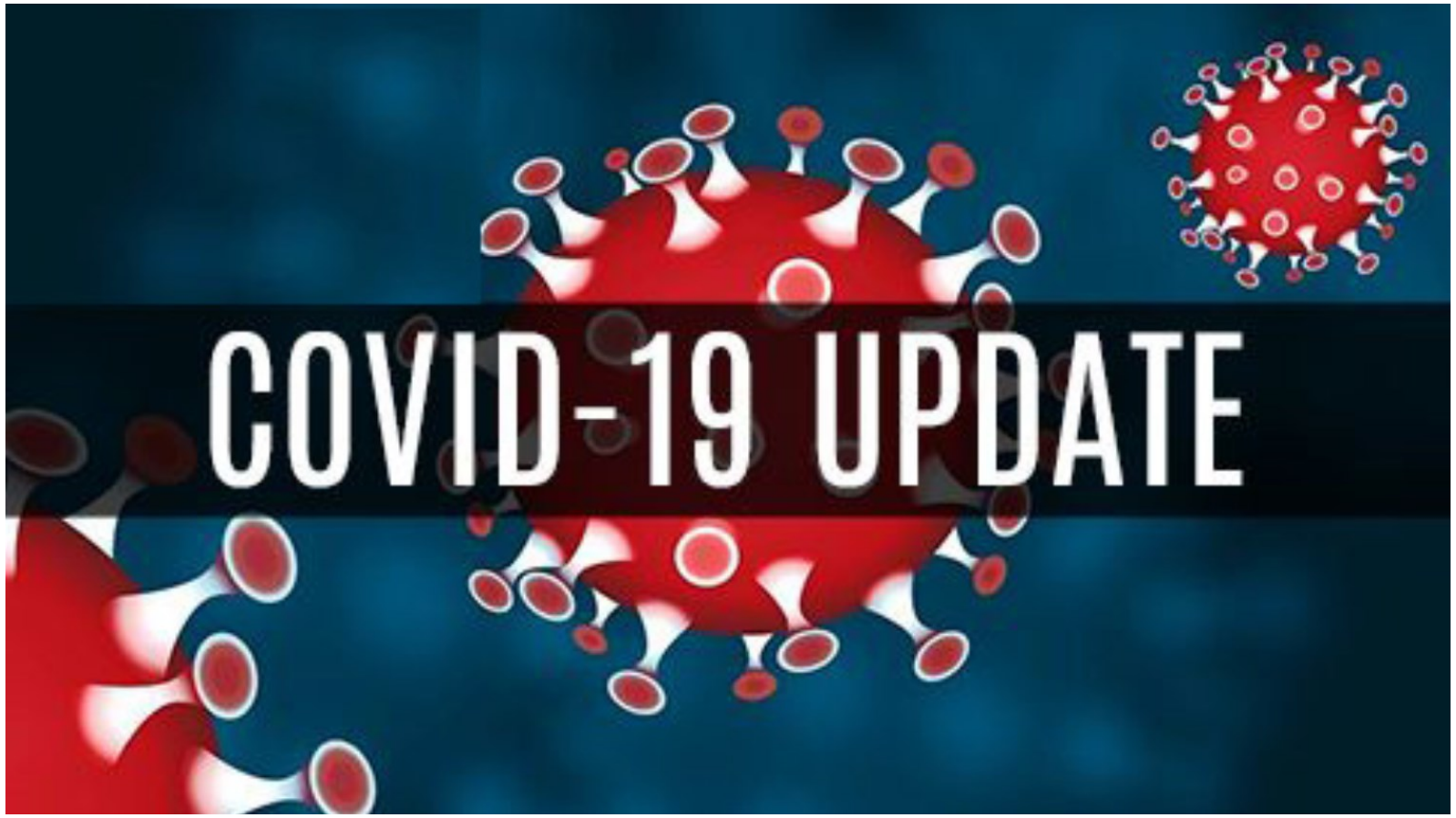
Recommended Motion: Provide comments and any direction related to the COVID-19 Response and Information.

Summary:
Staff will provide an update on data, response, and management of the COVID-19 pandemic. Public Health clinics are continuing to be offered throughout Mono County. Vaccinations are also available from local pharmacies. Testing for COVID-19 is available from OptumServe Tuesday through Saturday at the Sierra Star Golf Course club house from 11am to 7pm, with a closure from 3-4pm. Scheduling an appointment for testing is highly recommended and pending testing demand, may be required. An update on the most recent COVID-19 data and statistics will be provided.

Mammoth Lakes
CALIFORNIA

TOWN COUNCIL COVID-19 PRESENTATION

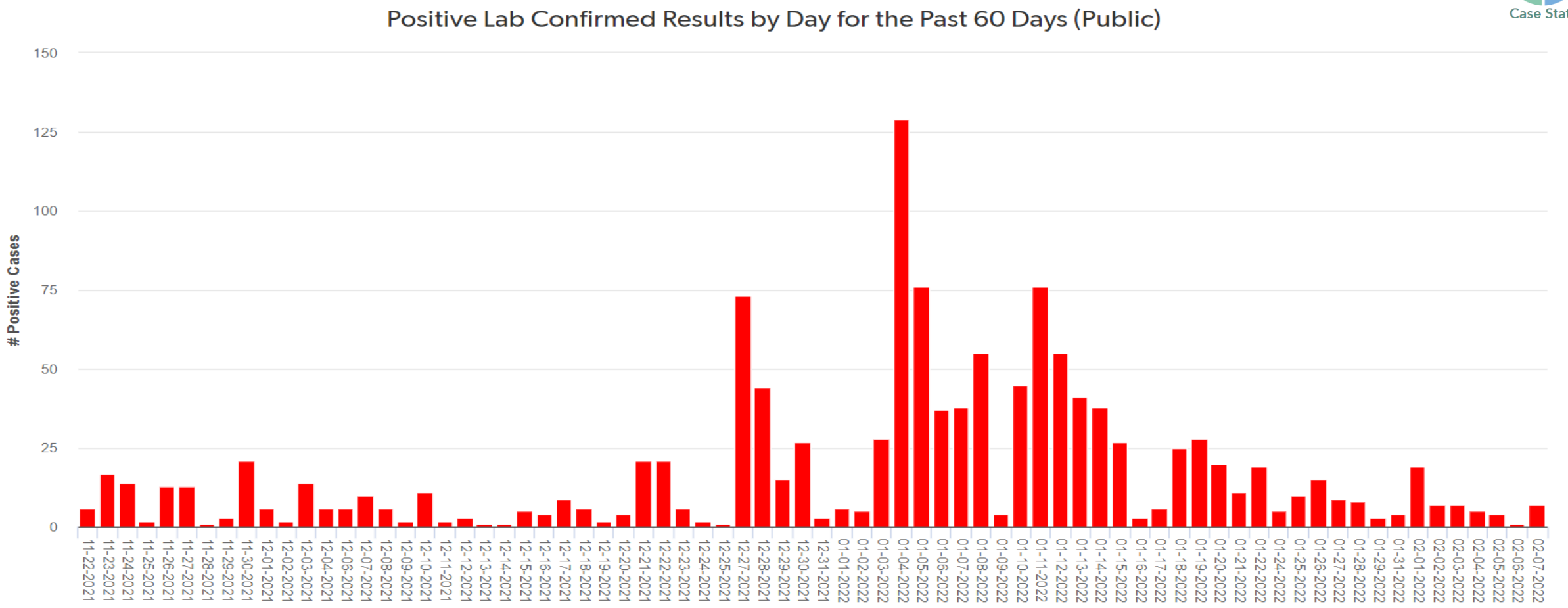
FEBRUARY 16, 2022



Vaccinate Mono
Together we can end the pandemic.

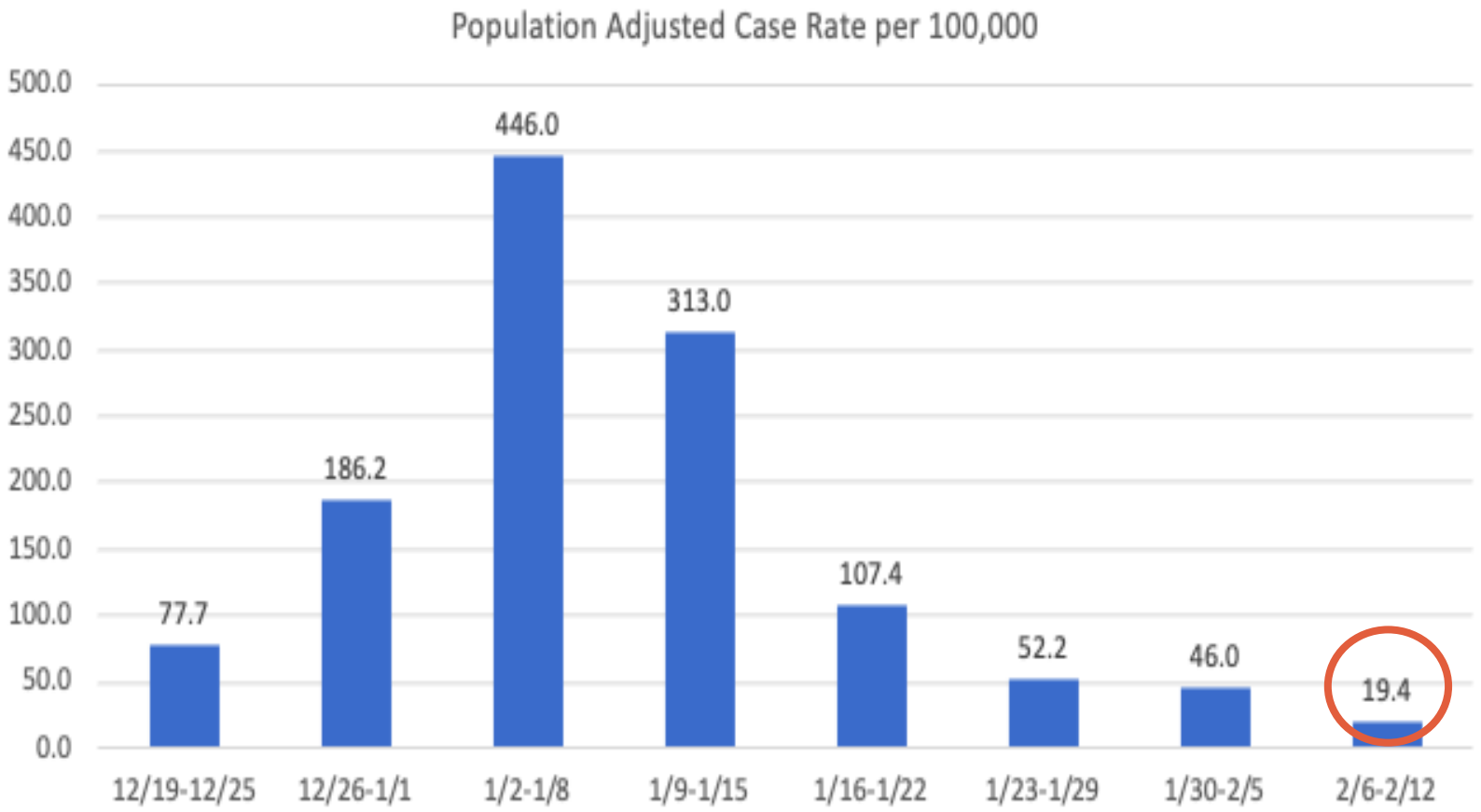


Case Stats



TOTAL POSITIVE CASES (PCR CONFIRMED): 2,954

As of February 7, 2022



- *Jan. 16 – 22: 107.4**
- *Jan. 23 – 29: 52.2**
- *Jan. 30 – Feb. 5: 46**
- *Feb. 6 – 12: 19.4**

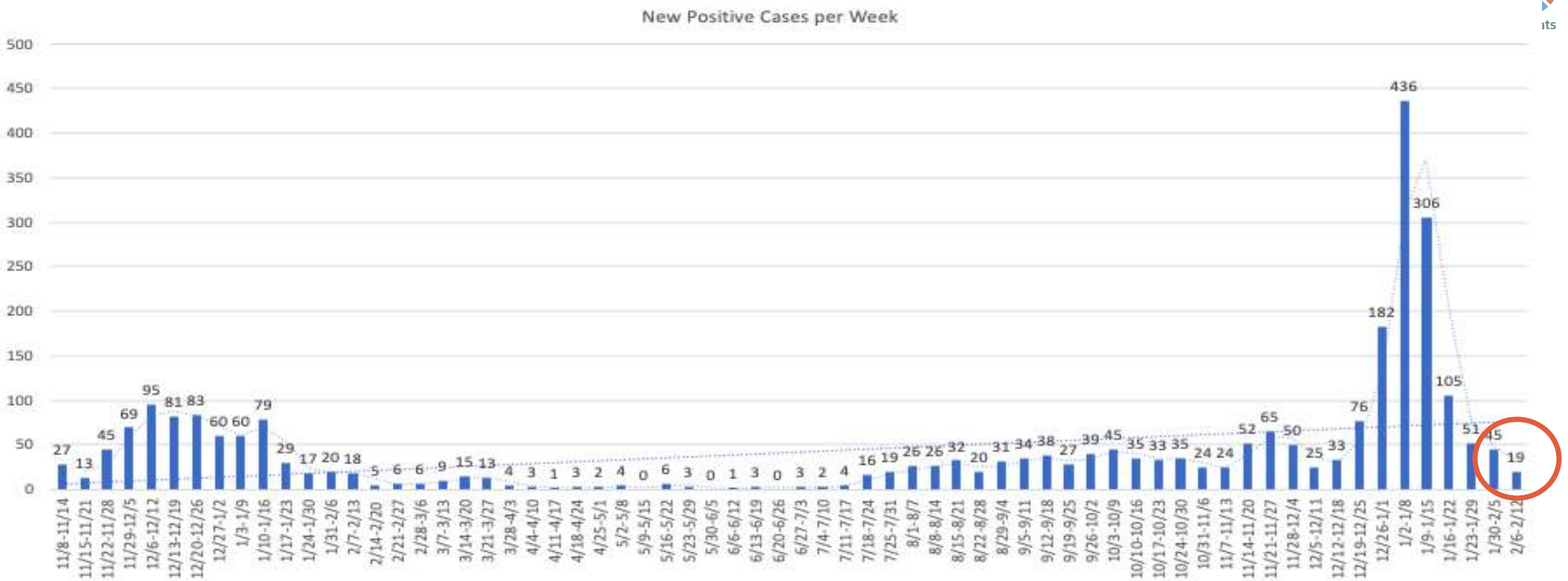
Mammoth Hospital:

- Status = GREEN
- No COVID-19 related hospitalizations

MONO COUNTY CASE STATS: POP. ADJUSTED CASE RATE

**Actual case rates over a 7-day period.*

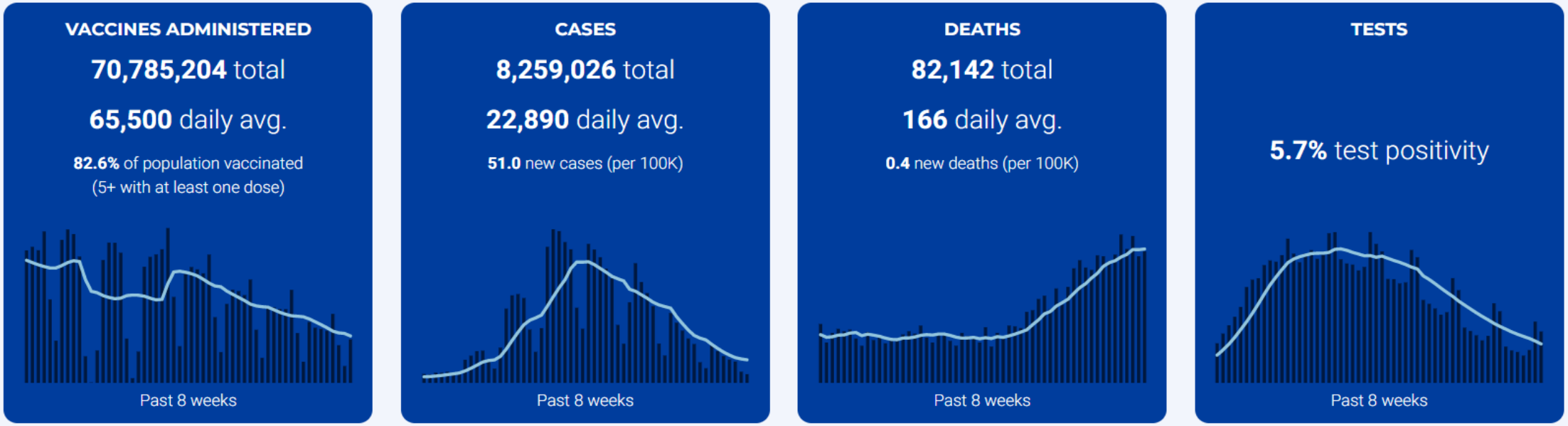
As of February 12, 2022



MONO COUNTY CASE STATS: ACTUAL 7-DAY CASE RATES

As of February 12, 2022

Update for February 15, 2022



Updated February 15, 2022 at 9:36 AM, with data from February 14, 2022.

CALIFORNIA COVID-19 DASHBOARD

https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/CovidDataAndTools.aspx

STATE MODIFIES OMICRON SURGE POLICI

COVID-19 cases and the rate of community transmission have steadily decreased statewide since early January, and hospitalizations are either plateauing or declining in most regions of the state.

Since California's peak during the Omicron surge, the state has experienced a **65% decrease in case rates.**

- Definitions for indoor and outdoor mega events will return to pre-surge guidance (from 500 to 1,000 attendees for indoor events, and 5,000 to 10,000 attendees for outdoor events) after February 15.
- The indoor masking requirement will expire after February 15 reverting to the previous guidance which **requires masking for unvaccinated individuals in all indoor public settings and required masking for all individuals regardless of vaccination status in higher risk like public transit and congregate living.**
- Workplaces will continue to follow the COVID-19 prevention standards set by CalOSHA.

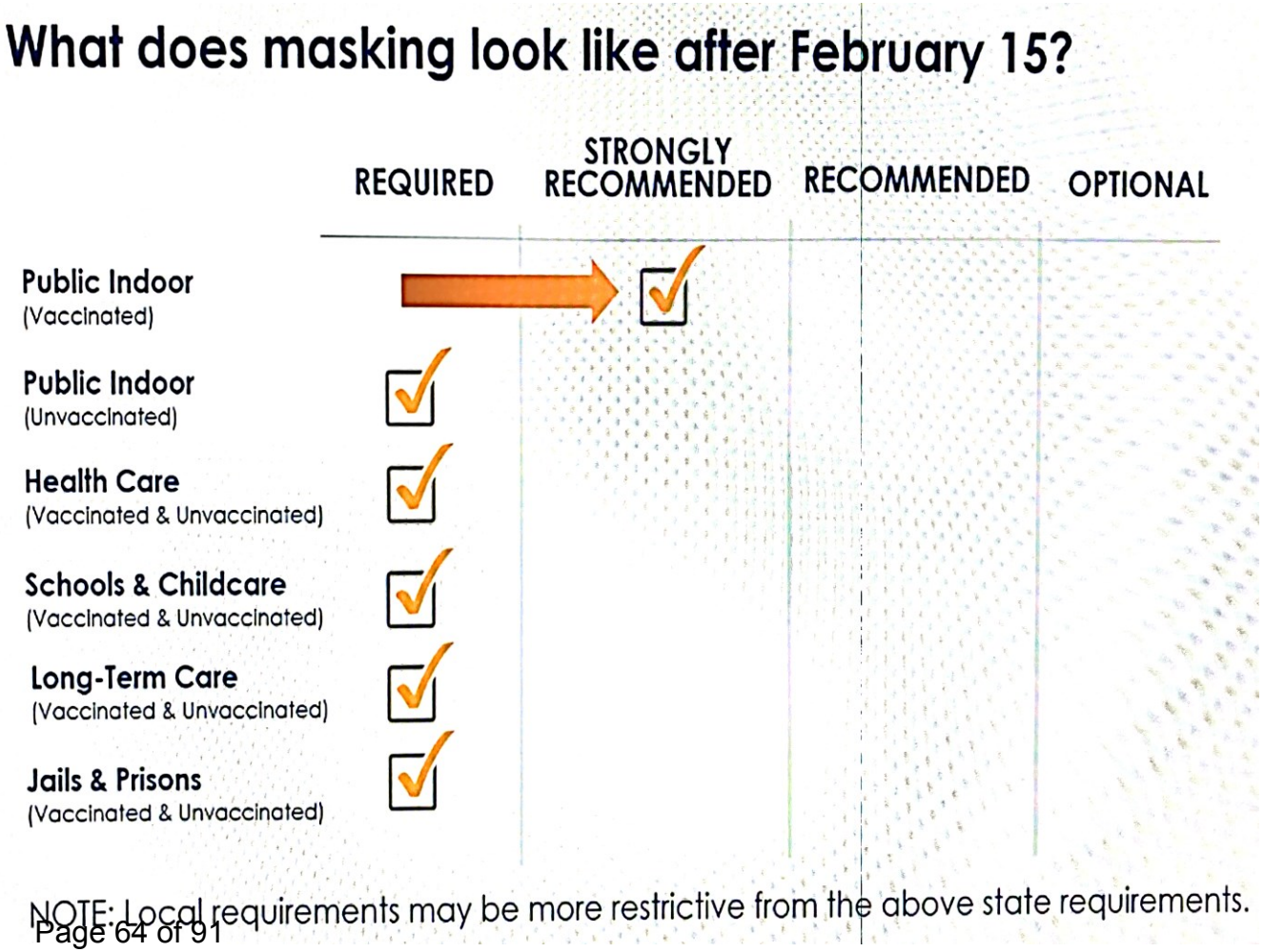
https://www.cdph.ca.gov/Programs/OPA/Pages/NR22-027.aspx

MONO COUNTY HEALTH OFFICER RESCINDS FACE COVERING ORDER

Effective Wednesday, February 16, 2022, Mono County Public Health will align with the guidance set forth by the California Department of Public Health (CDPH) and remove any local Health Officer Orders related to COVID-19.

Masks will still be required for unvaccinated individuals indoors, and for everyone in the following settings:

- Public Transit
- K-12 Schools
- Hospitals
- Skilled Nursing Facilities

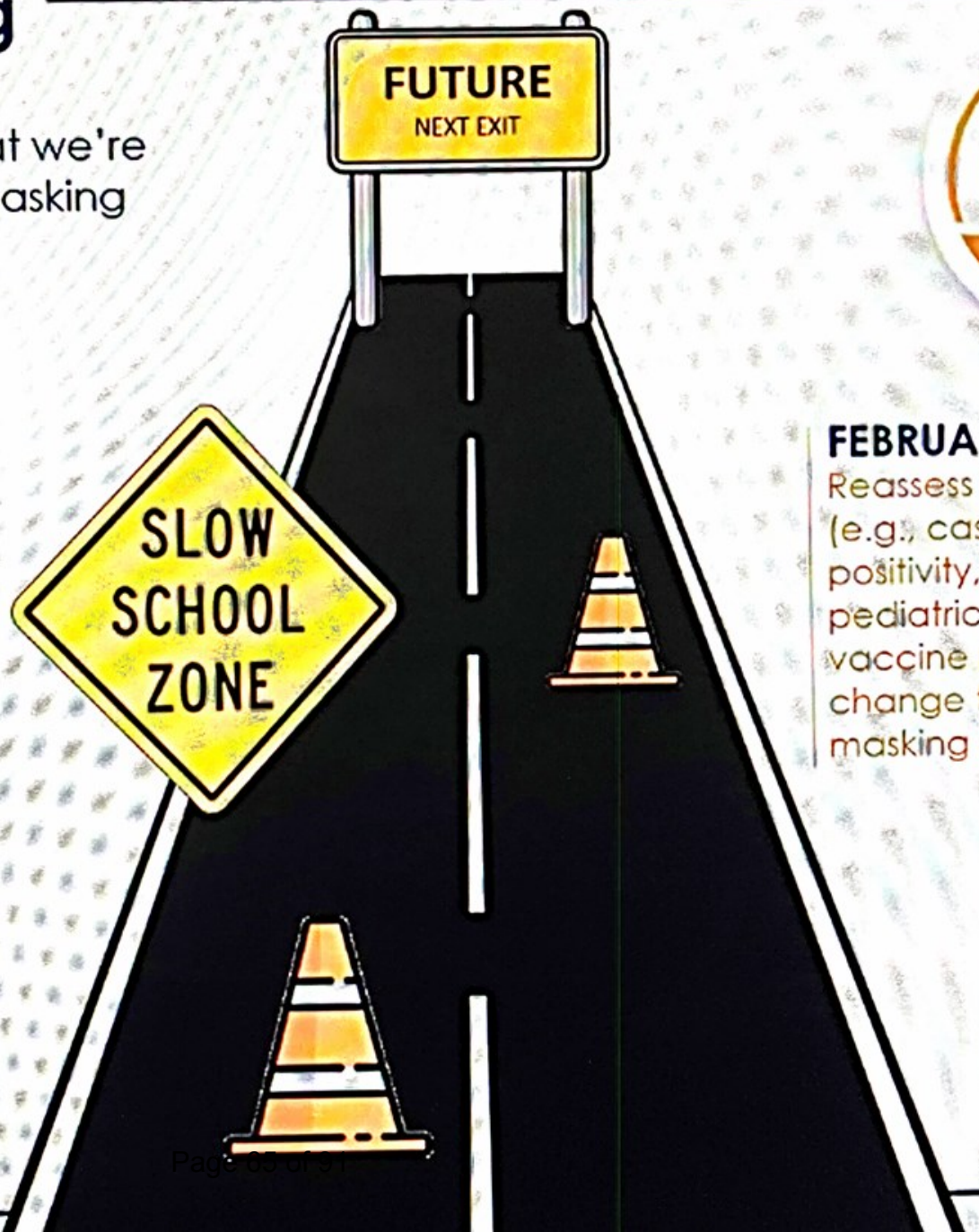


Future of school masking

Based on our data, it is reasonable that we're getting close to a point where state masking requirements can be relaxed.

- Remaining vigilant on surveillance, continue to track data and conditions.
- We must ensure that any decision protects the health and well being of students and staff.
- We must remain humble to the unpredictability of this virus.

FEBRUARY 15
No change to school masking requirement



CALIFORNIA ALL KIDS

FEBRUARY 28
Reassess data/conditions (e.g., case rate, test positivity, hospitalizations, pediatric hospitalizations and vaccine rates) for future change to statewide school masking requirement.

1st Dose Administered	Fully Vaccinated	Booster Received
9,938	9,002	4,301
CDPH	CDPH	CDPH

Vaccinate Mono

Together we can end the pandemic.

*Totals above have been updated to reflect the numbers being reported by the California Department of Public Health (CDPH) for Mono County. The totals are representative of Mono County residents only. County-wide Covid19 data will continue to be tracked internally. Please e-mail covid19help@mono.ca.gov with any questions. Learn more here.

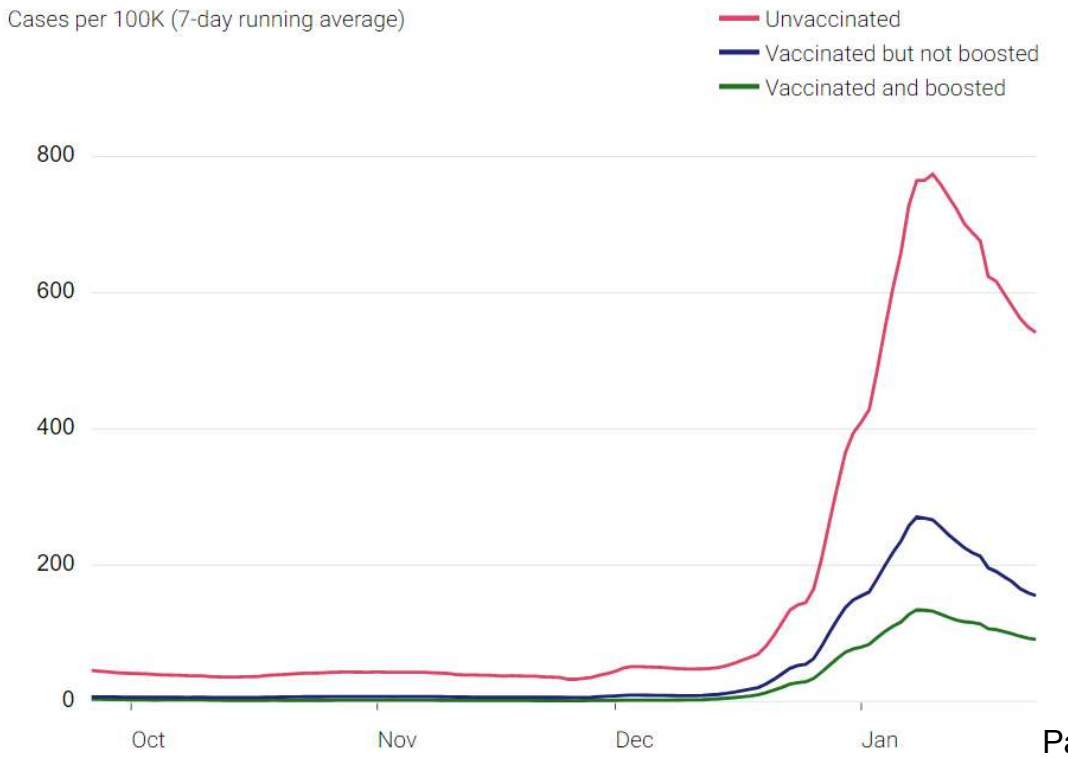
MONO COUNTY COVID-19 VACCINE DASHBOARD

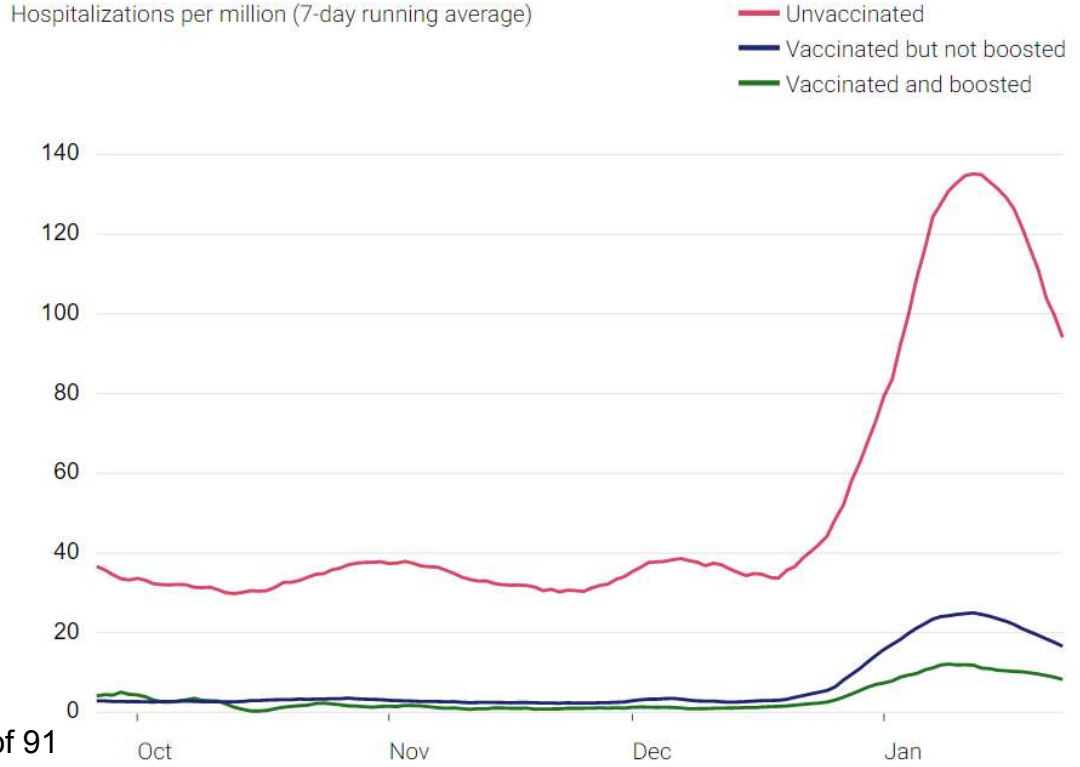
As of February 11, 2022

VACCINE EFFECTIVENESS

Vaccinate Mono
Together we can end the pandemic.

- Vaccines prevent serious illness, save lives, and reduce further spread of COVID-19.
- As more people are vaccinated, the virus is less likely to spread, mutate, and potentially become even more dangerous. **Vaccines will help put an end to the pandemic.**
- Unvaccinated people were **5.9 times more likely** to get **COVID-19** than people who received their booster dose.
- Unvaccinated people are **11.4 times more likely** to be **hospitalized** with COVID-19 than fully vaccinated



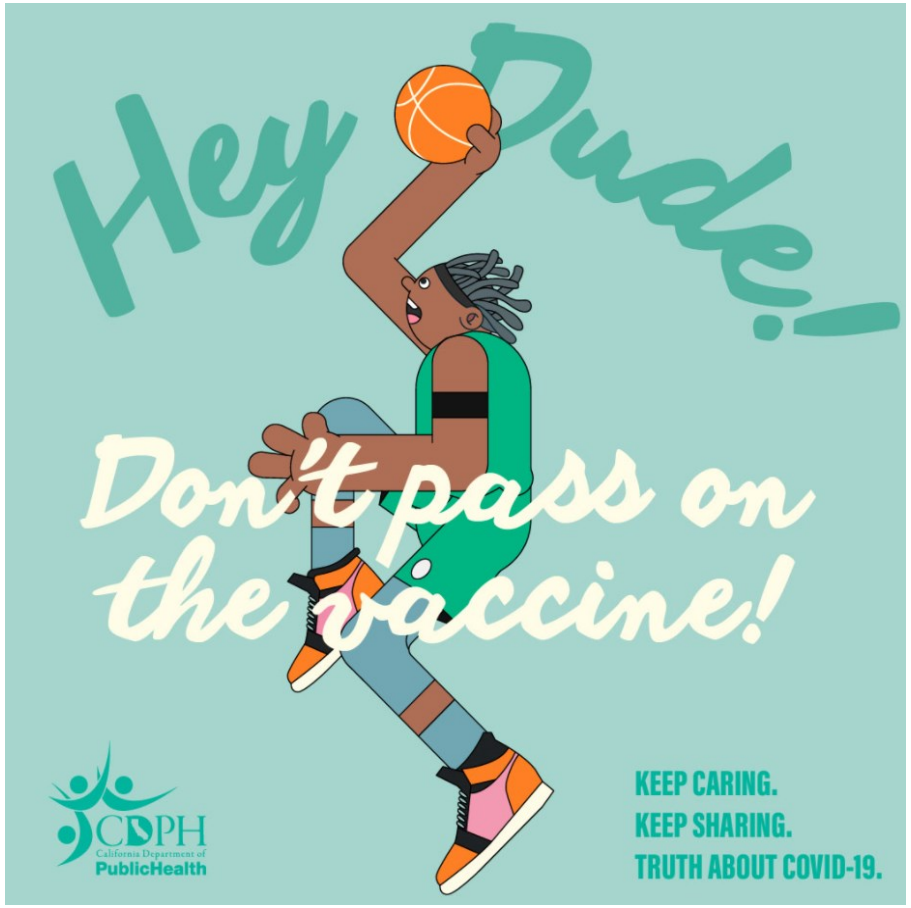


VACCINE CLINICS

Register yourself to be vaccinated through MyTurn.ca.gov **or call the California COVID-19 Hotline at 1-833-422-4255 (M-F 8 AM-8 PM, Sa-Su 8:00AM -5:00 PM)**

Choose your zip code or city and select a clinic and appointment time for both doses.

If you are unable to attend any of the clinics currently listed in MyTurn, check back regularly for new clinics.



https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Vaccine-Booster-QA.aspx#

FREE COVID-19 TESTING

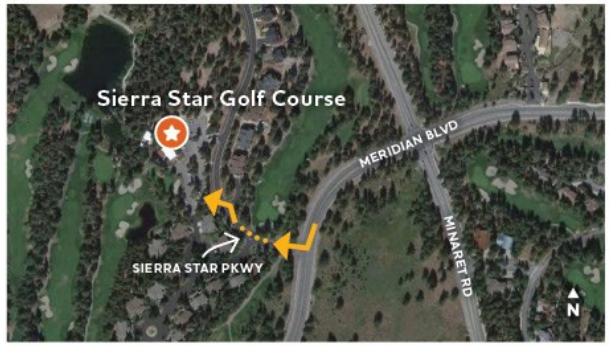
OPTUMSERVE™ WEEKLY TESTING CLINICS (PCR)

Tuesday – Saturday

11:00am – 7:00pm

Sierra Star Golf Course
2001 Sierra Star Parkway
Mammoth Lakes, CA

**OptumServe™ provides COVID-19 testing; vaccinations are not provided at these clinics.*



OPTUMSERVE™ TESTING – Mammoth Lakes

To learn more and register:

https://lhi.care/co

Testing is at no cost
regardless of insura
all ages. Appointmer
not required. Walk-

MonoHealth.com/
Coronavirus
MONO COUNTY
COVID-19 Resource Portal

TESTING

PRUEBAS COVID-19 GRATUITAS

CLÍNICAS DE PRUEBAS SEMANALES DE OPTUMSERVE™ (PCR)

Martes – Sábados

11:00am – 7:00pm

Campo de golf Sierra Star
2001 Sierra Star Parkway
Mammoth Lakes, CA

**OptumServe™ proporciona pruebas de COVID-19; en estas clínicas no se proporcionan vacunas.*



PRUEBA POR OPTUMSERVE™ – Mammoth Lakes

Para saber más y registrarse:

https://lhi.care/covidtesting

Las pruebas son gratis para la personas, independientemente del estado del seguro. Las pruebas son para todas las edades. Se recomienda hacer citas, pero no es necesario. Personas sin citas son bienvenidos.

MonoHealth.com/
Coronavirus-es
CONDADO DE MONO
COVID-19 Portal de recursos

https://coronavirus.monocounty.ca.gov/pages/health

FREE AT-HOME COVID-19 TESTS NOW AVAILABLE

Every home in the U.S. is now eligible to order four (4) free at-home COVID-19 tests from the federal government. The tests are completely free, and orders will usually ship in 7-12 days.

ABOUT THE TESTS

- Rapid antigen at-home tests, not PCR
- Can be taken anywhere
- Results in 30 minutes (no lab drop-off required)
- Work whether or not you have COVID-19 symptoms
- Work whether or not you are up to date on your COVID-19 vaccines

WHEN TO TEST

- If you begin having COVID-19 symptoms, including fever, sore throat, runny nose, or loss of taste or smell, or
- At least 5 days after you come into close contact with someone with COVID-19, or
- When you're going to gather with a group of people, especially those who are at risk of severe disease or may not be up to date on their COVID-19 vaccines

ORDER: https://www.covidtests.gov/



MONO COUNTY COVID-19 LOCAL INFORMATION & RESOURCES







- Website: MonoHealth.com/Coronavirus
- Spanish: https://monohealth.com/coronavirus-es
- Facebook: https://www.facebook.com/monohealthdepartment
- Email: COVID19Help@mono.ca.gov

TOWN COUNCIL STAFF REPORT

Title: Presentation on budget performance through the second quarter of FY21-22.

Meeting Date: February 16, 2022

Prepared by: Rob Patterson, Administrative Services/Finance Director

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RECOMMENDATION:

Receive the second quarter Fiscal Year 21-22 Budget Report and adopt the proposed resolution amending the Fiscal Year 21-22 budget as recommended in Attachment A – Budget Adjustments.

BACKGROUND:

Proper administration of the budget requires regular review of performance against budget expectations. While staff reviews performance on a monthly basis, staff provides Town Council with the opportunity to review our financial performance at the close of each quarter. This report reflects the second quarter performance and provides updates on general operating budget. The analysis primarily focuses on the General Fund as this year has been relatively quiet outside of one major storm for the winter season. The first review of current year performance typically does not see significant changes to adopted budget unless we have a major project update or other item of significance not captured during the normal budget process. All funds have been reviewed in detail in preparation for this Town Council update. All funds not discussed are operating within the planned budget limits for both revenue and expenditures. The third quarter update, set for early May will likely have more items to cover as we discuss closing out our winter operations and the completion of a number of capital projects.

ANALYSIS:

The budget process for FY21-22 was a return to normal level of visitation without restrictions or stay at home orders endured in the prior fiscal year. Staff incorporated all core elements that were removed from the prior budget with some additional effort focused on improving the experience for both visitors and locals. On the revenue side, Transient Occupancy Tax was expected to be strong for the year and a budget amount was set based on a value needed to cover operational expenses of the Town. Except for some forest closure orders due to area fires, the Town has enjoyed a successful year of visitation with expected seasonal changes occurring as planned. The region was blessed with significant early snowstorm that allowed Mammoth Mountain to open on October 29, 2021 for on mountain operations. That early opening combined with some pent-up demand for our recreational experiences, has set the tone for a very strong year. Visitation has remained strong since the opening of the mountain and a few major snowstorms in late December brought an abundance of snow and excitement to our area. All these factors set us up for

a great year from a revenue perspective. After these major storms of late December, no weather has impacted our area and with the abundance received in December, we have been able to provide a quality experience for our visitors through the month of January, while not incurring expense related to larger snow years. This is certainly a short-term benefit as we need additional snow to extend this season and deliver a quality summer season with adequate water supply for a quality experience.

Transient Occupancy Tax

The primary revenue driver for the General Fund is Transient Occupancy Tax (TOT). As mentioned in the previous section, winter visitation started a bit early this year and has remained steady through the review period. The amount of TOT collected is a factor of both visitation and the nightly rates charged by our lodging facilities. Based on the performance of TOT, there is a significant increase in nightly rates this fiscal year, with a steady pace of visitation, resulting in strong TOT performance. To date, four of the first six months have set records in TOT collection, within each month, and combined the first six months are 28.4% ahead of the next highest six-month period. December set an all-time high of $3.95M for any individual month, exceeding the previous December record by 39% and the previous all-time record (January 2021) by 26.6%. The chart below shows how the adopted budget of $14.5M was distributed across each month, using a three-year average performance by month. Staff distributes the budgeted revenue to easily assess the current year performance in a volatile revenue stream. The distribution of budgeted TOT revenue is as follows:

Transient Occupancy Tax

Revenue Budget Distribution

Month	Budget Distribution		Actual	Variance	Estimate
July	9.3%	$ 1,353,000	$ 2,545,344	$ 1,192,344	
August	8.2%	$ 1,191,000	$ 1,885,522	$ 694,522	
September	5.4%	$ 789,000	$ 830,401	$ 41,401	
October	3.2%	$ 469,000	$ 866,990	$ 397,990	
November	3.1%	$ 446,000	$ 1,369,151	$ 923,151	
December	13.2%	$ 1,910,000	$ 3,943,206	$ 2,033,206	
January	14.7%	$ 2,129,000			$ 3,400,000
February	13.1%	$ 1,902,000			$ 3,200,000
March	12.4%	$ 1,804,000			$ 2,500,000
April	8.2%	$ 1,187,000			$ 1,500,000
May	3.7%	$ 531,000			$ 740,000
June	5.4%	$ 789,000			$ 1,480,000
		$ 14,500,000	$ 11,440,614	$ 5,282,614	$ 12,820,000
			Remaining Budget	$ 8,342,000	
			Total TOT - Actual and Estimated		$ 24,260,614
			Estimated variance to Budget		$ 9,760,614
			Quarter 2 Recommend TOT Increase		**$ 3,250,000**

Note: Shading denotes a record for that month.

The budget of $14.5M did represent a return to normal visitation without closures or other pandemic effects. As stated earlier, staff did expect to exceed this budget during the fiscal year. One important element of our conservative budgeting is the willingness to make adjustments throughout the year, realizing the additional revenue and putting it to work on special projects within the Town. Staff is using the estimate above to recommend $3.25M in additional TOT revenue for the second quarter review. Staff believes this trend will continue and could deliver similar revenue increases in quarter 3 and 4 if the estimates current trend continues through year end.

The recommended increase to Transient Occupancy Tax revenue will result in additional contributions to reserve accounts for Transit, Housing, and Tourism based on Council direction and political commitments. Based on the second quarter recommendation of $3.25M, the following adjustments will be made to reserve accounts.

Reserve Components		Amount
Tourism Reserve - 2.35 Points or 18.0769% of TOT	$	587,500
Transit Reserve - .85 Points or 6.5385% of TOT	$	212,500
Housing Reserve - .85 Points or 6.5385% of TOT	$	212,500
	$	1,012,500

The second quarter budget presentation usually has very few adjustments to budget outside of TOT in stronger years. However there have been a few miscellaneous revenue items that have been impacted by lingering effects of the pandemic and special projects or occurrences within the current year. Staff is recommending the following adjustments to revenue:

Property Tax

Through December 31, 2021

Item	Current Budget	Requested Change	Amended Budget
Property Tax Unsecured	$ 180,000	$ 20,000	$ 200,000
Current Supplemental Tax	$ 15,000	$ 50,000	$ 65,000
Homeowners exemption	$ 20,000	$ 30,000	$ 50,000
ERAF excess	$ 70,000	$ 50,000	$ 120,000
Total Property Tax adjustments		$ 150,000	

Property tax was recognized as one of the revenue streams that increased during the pandemic. The strength of the economy, desire for people to move out of urban environments, and the ability to work from home have all contributed to this current housing condition. Staff did recognize an increase in the revenue items but retained a conservative estimate in those increases. The increases listed above and the additional $150,000 expected for the year.

Other Revenue

Through December 31, 2021

Item	Current Budget	Requested Change	Amended Budget
Planning and Zoning Applications	$ 75,000	$ 20,000	$ 95,000
State Grants Misc.	$ -	$ 15,624	$ 15,624
Other Grants - Great Basin Unified Air Pollution Control District	$ -	$ 100,000	$ 100,000
Whitmore pool reimbursement	$ 50,000	$ 100,000	$ 150,000
Refunds and Rebates	$ 30,000	$ 140,000	$ 170,000
Total Property Tax adjustments		$ 375,624	

The other revenue items listed above had unique circumstances for this fiscal year providing unexpected revenue. Planning and Zoning applications had some very large projects that accounted for the bulks of the additional revenue. Staff realized the extra

revenue in these recommendations and expects future revenue to drive this item higher. State Grants Misc. unexpected revenue is resulting from an Off Highway Vehicle (OHV) grant received by the Police Department at the start of the fiscal year. This revenue was received and offset expenses for equipment and patrol in OHV areas within the Town's boundaries. Another grant received was a grant provided by the Great Basin Unified Air Pollution Control District to fund a wood stove replacement program. The grant award was received by the Town during the budget cycle for FY21-22, but staff had yet to determine the expenditures that would be covered by the grant and therefore when the revenue would be realized.

Whitmore Pool reimbursement is an annual payment received from Mono County to support 50% of the operating expenses of the pool facility, operated by the Town. The reimbursement was delayed this year and arrived after the final accrual for FY19-20 revenue. The timing of this revenue requires it to be recognized in the current fiscal year, driving actuals well above budget. Staff will work to secure this reimbursement within the proper timing to prevent this occurrence in the future. Based on these efforts, the FY21-22 reimbursement should be received in recorded this fiscal year. These funds are recommended to be programmed back into pool improvements.

Refunds and rebates include all miscellaneous payments that the Town receives. While these are generally small and consistent, this year we had a few extraordinary items increase revenue in this line item. The Town provided prefunding to the Bluesapaloosa event in the form of a loan paid out of the Town's contingency fund. This loan was subsequently repaid after the event and was received into the Refunds and Rebates account. Staff is recognizing both the revenue and expense in this staff report. In addition to this payment, the Town received a reimbursement from our insurance provider CJPIA for $31,760.

Based on the adjustments recommended above, the combined increase to General Fund revenue is $3,775,624 for the second quarter budget review. While some of these funds are subject to our reserve commitments and offsetting additional expenditures, the remainder of the funds are available to allocate to specific projects.

Summary General Fund Revenues

Item		Amount
Transient Occupancy Tax	$	3,250,000
Other Revenue	$	375,624
Property Tax	$	150,000
General Fund Adjustments - Revenue	$	3,775,624

General Fund - Expenditures

The second quarter update is early enough in the year, that there are very few expenditure items that have exceeded their expected budgets, usually due to some extenuating circumstance or unanticipated need. Staff has done a thorough review of all General Fund expenditures looking both at performance to budget and expenditure rate to determine budget adjustment needs. The vast majority are on target and only minor clean up could be performed during the second quarter. This chart below includes the recommended updates:

General Fund - Expenditure

Through December 31, 2021

Item	Current Budget	Requested Change	Amended Budget
Town Administration - Replenish Contingency	$ 100,000	$ 90,000	$ 190,000
General Services - Community Support Programs	$ 25,000	$ 100,000	$ 125,000
Parks & Recreation - Maintenance - Pool Updates and Repairs	$ 12,000	$ 50,000	$ 62,000
Total Expenditure adjustments		$ 240,000	

The expenditure updates listed above all reference allocation of additional revenue recognized in this quarter update. As previously mentioned, the prefunding loan to the Bluesapaloosa event has been repaid and realized in the Refunds and Rebates revenue line item. Staff is recommending we also replenish the contingency fund to realize the availability of the funds for other projects, bringing the net available amount back to $100,000. Also, the Other Grants revenue, realizing the $100,000 grant from Great Basin Unified Air Pollution Control District will be used to fund a community program to replace older wood stoves that emit too much pollution into our environment. Staff has increased community support programs for this purpose. Finally, the reimbursement timing from Mono County will be used on updates to the Whitmore Pool expenses. The Town was approached by the Department of Fish and Wildlife with a request to review our current discharge process. Parks maintenance staff have developed a plan that would eliminate all discharge from the pool and require capture, retention, and disposal of pool water.

Staff Recommendations

Housing Programs

One of the Town Council's Strategic Priorities is to "Expand availability and affordability of Community Housing". Staff has identified opportunity to invest in both short and long-term strategies to make this priority a reality. Success for this strategic priority requires a multi-pronged approach using both immediate housing through direct purchase of existing units, additional funding for future phases of The Parcel project, and land acquisitions for future projects. Staff is recommending the allocation of $2.1M from the second quarter review to Fund 245 Housing Programs in the following areas:

Housing Programs - Fund 245 - Land Purchase	**$**	**700,000**
Housing Programs - Fund 245 - Bridge Program	**$**	**400,000**
Housing Programs - Fund 245 - Parcel Phase II	**$**	**1,000,000**

The Town is currently working on some land acquisition projects that would require immediate availability of funding should equitable deals be made on the purchase. The amounts listed above would be adequate to cover these needs in the short term and allow the Town to finalize the deals. The Town has been successful implementing its bridge program under our Housing Now! efforts to purchase units at market rate and resale them as deed restricted units to residents with income levels up to 120% of area median income. With an additional $400,000 the Town can continue this program and fund an additional 3 – 4 units under the program. The Parcel phase II has an identified funding shortfall of approximately $5.1M as currently identified. Staff is recommending a set aside of funds over time to accumulate the needed funds without overburdening the Town's resources. The $1M identified above will be a good start to this funding program and with subsequent allocation recommended when additional funding becomes available. This approach should provide adequate funding in the timeframe necessary for the project.

The Town has been working for a few years with other entities to provide a solution for childcare shortage experienced within the Town. This is a problem that has broad ranging effects across the community and will require several partners to solve in the long term. The main area of work the Town can contribute to this problem is securing a site and/or facility to house the future solution. Staff is recommending a set aside of $400,000 for this purpose. Staff believes additional funding will be necessary for this purpose, but the amounts recommended at this time exhaust identified revenue for this quarter. Additional funding support may also be necessary to complete the childcare facility in Phase 1 of the Parcel.

Staff recommendations for this quarter total $2,500,000, leaving available funds of $23,124 to remain in undesignated General Fund balance, available for future allocation. Below is a summary of items discussed in this staff report:

General Fund

Item		Amount
Revenue		
Transient Occupancy Tax	$	3,250,000
Property Tax	$	150,000
Other Revenue	$	375,624
	$	3,775,624
Expenditures		
Town Administration - Replenish Contingency	$	90,000
General Services - Community Programs - Wood Stove Replacement	$	100,000
Parks & Recreation - Maintenance - Pool Updates and Repairs	$	50,000
	$	240,000
Political Commitments		
Tourism Reserve- 2.35 Points or 18.0769% of TOT	$	587,500
Transit Reserve - .85 Points or 6.5385% of TOT	$	212,500
Housing Reserve - .85 Points or 6.5385% of TOT	$	212,500
	$	1,012,500
Funds Available for allocation	$	2,523,124
Staff Recommendations		
Housing Programs - Fund 245 - Land Purchase	$	700,000
Housing Programs - Fund 245 - Bridge Program	$	400,000
Housing Programs - Fund 245 - Parcel Phase II	$	1,000,000
Future Capital - Fund 990 - Child Care Facility	$	400,000
Total Staff Recommendations	$	2,500,000
Undesignated Fund Balance	$	23,124

Other Funds

Staff has reviewed all funds in preparation for this Town Council update. In all other funds, there are no adjustments that require attention at this time. Gas Tax fund which provides for our road maintenance and snow removal, was impacted by the major storms in December but did not exceed allocated budget. Should we receive more storms of

significance, we will likely need to address funding needs in future quarters. The cost of operations for the Town's snow storage facility, based on the current contracts, remains a problem for the Town. The mobilization of the storage facility and expenses from the storm cycle experienced in late December, had a net cost just short of $550,000 for the Town. Had storm cycles continued into January, the Town would have required additional revenue to fund these operations. The Town recognizes the need to address our snow storage issue in order to provide a viable solution for snow storage needs of the community in the long term.

OPTIONS ANALYSIS

Option 1: Receive the second quarter Fiscal Year 21-22 Budget Report and adopt the proposed resolution amending the Fiscal Year 21-22 budget as recommended in Attachment A – Budget Adjustments.

Option 2: Provide staff with alternate direction on the proposed budget amendments.

FY21-22 Budget Presentation

Second Quarter Update

Rob Patterson

Administrative Services / Finance Director

February 16, 2022

Mammoth Lakes™
CALIFORNIA

Transient Occupancy Tax

Transient Occupancy Tax

Revenue Budget Distribution

Month	Budget Distribution		Actual	Variance	Estimate
July	9.3%	$ 1,353,000	$ 2,545,344	$ 1,192,344	
August	8.2%	$ 1,191,000	$ 1,885,522	$ 694,522	
September	5.4%	$ 789,000	$ 830,401	$ 41,401	
October	3.2%	$ 469,000	$ 866,990	$ 397,990	
November	3.1%	$ 446,000	$ 1,369,151	$ 923,151	
December	13.2%	$ 1,910,000	$ 3,943,206	$ 2,033,206	
January	14.7%	$ 2,129,000			$ 3,400,000
February	13.1%	$ 1,902,000			$ 3,200,000
March	12.4%	$ 1,804,000			$ 2,500,000
April	8.2%	$ 1,187,000			$ 1,500,000
May	3.7%	$ 531,000			$ 740,000
June	5.4%	$ 789,000			$ 1,480,000
		$ 14,500,000	$ 11,440,614	$ 5,282,614	$ 12,820,000
			Remaining Budget	$ 8,342,000	
			Total TOT - Actual and Estimated		$ 24,260,614
			Estimated variance to Budget		$ 9,760,614
			Quarter 2 Recommend TOT Increase		**$ 3,250,000**

Note: Shading denotes a record for that month.

Mammoth Lakes CALIFORNIA

General Fund Revenue

General Fund - Revenue

Through December 31, 2021

Transient Occupancy Tax

Through December 31, 2021

Item		Amount
Adopted Budget FY21-22	$	14,500,000
Budget Adjustment - Quarter 1	$	-
Modified Budget	$	14,500,000
Actual Through December 31, 2021	$	11,440,614
Recommended Budget Increase 3rd Qtr FY2019-20	$	3,250,000
Total Amended TOT Budget	$	17,750,000

Reserve Components		Amount
Tourism Reserve - 2.35 Points or 18.0769% of TOT	$	587,500
Transit Reserve - .85 Points or 6.5385% of TOT	$	212,500
Housing Reserve - .85 Points or 6.5385% of TOT	$	212,500
	$	1,012,500

Mammoth Lakes CALIFORNIA

General Fund Revenue

Property Tax

Through December 31, 2021

Item	Current Budget	Requested Change	Amended Budget	
Property Tax Unsecured	$ 180,000	$ 20,000	$ 200,000	Strong Real Estate Market
Current Supplemental Tax	$ 15,000	$ 50,000	$ 65,000	
Homeowners exemption	$ 20,000	$ 30,000	$ 50,000	
ERAF excess	$ 70,000	$ 50,000	$ 120,000	
Total Property Tax adjustments		$ 150,000		

Other Revenue

Through December 31, 2021

Item	Current Budget	Requested Change	Amended Budget	
Planning and Zoning Applications	$ 75,000	$ 20,000	$ 95,000	
State Grants Misc.	$ -	$ 15,624	$ 15,624	Police Department OHV Grant
Other Grants - Great Basin Unified Air Pollution Control District	$ -	$ 100,000	$ 100,000	Wood Stove Replacement Grant
Whitmore pool reimbursement	$ 50,000	$ 100,000	$ 150,000	Prior year payment came in after accrual deadline
Refunds and Rebates	$ 30,000	$ 140,000	$ 170,000	Includes $90k repayment from bluesapalooza loan
Total Property Tax adjustments		$ 375,624		

Summary General Fund Revenues

Item	Amount
Transient Occupancy Tax	$ 3,250,000
Other Revenue	$ 375,624
Property Tax	$ 150,000
General Fund Adjustments - Revenue	$ 3,775,624

Mammoth Lakes CALIFORNIA

General Fund Expenditures

General Fund - Expenditure

Through December 31, 2021

Item	Current Budget	Requested Change	Amended Budget	
Town Administration - Replenish Contingency	$ 100,000	$ 90,000	$ 190,000	$90,000 loaned to Bluesapaloosa repaid
General Services - Community Support Programs	$ 25,000	$ 100,000	$ 125,000	$100,000 for Wood Stove Replacement Grant
Parks & Recreation - Maintenance - Pool Updates and Repairs	$ 12,000	$ 50,000	$ 62,000	$50,000 Pool Updates
Total Expenditure adjustments		$ 240,000		

Mammoth Lakes CALIFORNIA

Staff Recommendations

- Housing Programs - Establish funding for land acquisition projects ($700,000) to support future projects for long term housing needs
- Housing Programs - Continue funding for Housing Bridge Program ($400,000) to fund additional 3-4 units converted to deed restricted housing
- Housing Programs - Begin Town required funding for The Parcel phase II ($1,000,000) to ensure funds necessary for the project are available on time
- Community Programs - Establish funding for Child Care facility development ($400,000) to partner with other agencies on this important community need

Summary

Revenue		
Transient Occupancy Tax	$	3,250,000
Property Tax	$	150,000
Other Revenue	$	375,624
	$	3,775,624
Expenditures		
Town Administration - Replenish Contingency	$	90,000
General Services - Community Programs - Wood Stove Replacement	$	100,000
Parks & Recreation - Maintenance - Pool Updates and Repairs	$	50,000
	$	240,000
Political Commitments		
Tourism Reserve- 2.35 Points or 18.0769% of TOT	$	587,500
Transit Reserve - .85 Points or 6.5385% of TOT	$	212,500
Housing Reserve - .85 Points or 6.5385% of TOT	$	212,500
	$	1,012,500
Funds Available for allocation	$	2,523,124
Staff Recommendations		
Housing Programs - Fund 245 - Land Purchase	$	700,000
Housing Programs - Fund 245 - Bridge Program	$	400,000
Housing Programs - Fund 245 - Parcel Phase II	$	1,000,000
Future Capital - Fund 990 - Child Care Facility	$	400,000
Total Staff Recommendations	$	2,500,000
Undesignated Fund Balance	$	23,124

Mammoth Lakes CALIFORNIA

RESOLUTION NO. 22-

RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,
ACCEPTING THE MID-YEAR UPDATE AND AMENDING THE
FISCAL YEAR 2020-21 BUDGET

WHEREAS, the Town Council has adopted a Fiscal Year 2021-22 Budget; and

WHEREAS, the Town Council wishes to make modifications to that Budget as necessary to the efficient administration of the Town; and

WHEREAS, the Town Council received an update from the Administrative Services/Finance Director at the February 16th Town Council meeting regarding the current year financial results through the 2nd quarter ending December 2021; and

WHEREAS, the Town Council provided direction to modify revenues and expenses in various funds and departments.

NOW, THEREFORE, BE IT RESOLVED that the Administrative Services/Finance Director is hereby directed to make the following modifications to the FY2021-22 budget, as provided for in Attachments A.

APPROVED AND ADOPTED THIS 16th day of February 2022.

_____
LYNDA SALCIDO, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

Attachment A

BUDGET TRANSFER

Date of Request: 2/16/2022

Requested By: Rob Patterson
Department: Finance

	Account Name	Fund	Dept.	Account	Object	CR Revenue Increase	DR Revenue Decrease	DR Expense Increase	CR Expense Decrease
1	Increase GF Revenue - Transient Occupancy Tax	100 -	000 -	30604 -		3,250,000			
2	Increase GF Revenue - Property Tax Unsecured	100 -	000 -	30204 -		20,000			
3	Increase GF Revenue - Current Supplemental Tax	100	000	30234		50,000			
4	Increase GF Revenue - Homeowners Exemption	100	000	30250		30,000			
5	Increase GF Revenue - ERAF Excess	100	000	30270 -		50,000			
6	Increase GF Revenue - Planning and Zoning Applications	100 -	000 -	31624 -		20,000			
7	Increase GF Revenue - State Grants Misc.	100	000	35210 -		15,624			
8	Increase GF Revenue - Other Grants	100 -	000 -	36004 -		100,000			
9	Increase GF Revenue - Whitmore Pool Reimbursements	100 -	000 -	31672 -		100,000			
10	Increase GF Revenue - Refunds and Rebates	100 -	000 -	37100 -		140,000			
11	Increase Contingency - Bluesapaloosa Repayment	100 -	416 -	43180 -				90,000	
12	Increase General Services - Community Programs	100	416	44220				100,000	
13	Increase Parks Maintenance - Contractual Services - Pool	100	434	43031				50,000	
14	Increase GF Transfer Out - Housing Programs - Land	100 -	599 -	49999 -				700,000	
13	Increase GF Transfer Out - Housing Programs - Bridge Program	100 -	599 -	49999				400,000	
14	Increase GF Transfer Out - Housing Programs - Parcel Phase II	100 -	599 -	49999				1,000,000	
15	Increase GF Transfer Out - Future Capital - Childcare	100 -	599 -	49999				400,000	
16	Increase Housing Programs Transfer In - Housing Programs	245	000	39999		2,100,000			
17	Increase Future Capital Transfer In - Childcare	990	000	39999		400,000			
		-	-	-					
					Totals	$ 6,275,624	$ -	$ 2,740,000	-
					Net Change	$	6,275,624		2,740,000

Reason for Transfer:

Updates to Reserve Accounts (Tourism +$587,500, Housing +$212,500, Transit +$212,500)

Reason Budget Available:

Second Quarter FY21-22 Budget Review

Funding Source

General Fund - Unassigned Fund Balance

Notes:

Department Head Signature:

Town Manager or Administrative Services/Finance Director Signature:

Town Council Approval Date (if required) : Date, Item # -

Finance Department's Use Only

Reviewed By: **Date:** _____
Finance Manager

CASH ENTRY REQD: _____**Yes** _____ **No** **Done by:** _____

Keyed By: _____ **Date:** _____ **Journal #:** _____

Agenda Item _____

File No. _____

AGENDA BILL

Subject: Councilmember Reports
Initiated by: Jamie Gray

BACKGROUND:
Each member of the Town Council is appointed to serve as a Town representative to a number of committees, commissions, and organizations. These groups meet infrequently and from time to time the representatives will report to the rest of the Council at a regularly scheduled meeting.

In addition, Councilmembers on occasion participate in meetings, conferences and seminars, and their reports on these educational opportunities are of benefit to the rest of the Council.

ANALYSIS/DISCUSSION:
California Government Code requirements pertaining to the open meeting act stipulate that all items for discussion must be listed on the agenda before the matter can be discussed and/or acted upon. To meet this requirement, and the intent of the Brown Act, Councilmember Reports are listed on each agenda to allow representatives to report to the rest of the Council at these meetings.

The following is a list of the commission/committees on which members of the Council serve:

Land Use:
Local Agency Formation Commission (LAFCO) – Rea, Stapp, and Salcido as alternate
Airport Land Use Commission – Stapp and Rea
Mono County Collaborative Planning Team (CPT) – Salcido and Rea as alternate

Intergovernmental Relations:
Town and County Liaison Committee – Stapp, Salcido, and Town Manager and Rea as alternate
Desert Mountain Division of the League of California Cities – Sauser and Town Manager as alternate
Eastern Sierra Council of Governments (ESCOG) – Salcido, Wentworth, and Sauser as alternate
Great Basin Unified Air Pollution Control District – Wentworth and Stapp as alternate

League of California Cities City Voting Delegate – Sauser and the Town Manager as the alternate
California Joint Powers Insurance Authority Board – Rea and Assistant to the Town Manager as alternate

Transportation:
Local Transportation Commission (LTC) – Wentworth, Sauser, and Jennifer Burrows; Town Manager as alternate
Eastern Sierra Transit Authority (ESTA) Board – Stapp and Sauser

Local Issues:
Mammoth Lakes Tourism (MLT) Board – Sauser
Mammoth Lakes Recreation (MLR) Board – Rea
Mammoth Lakes Housing (MLH) Board – Stapp
Treasury Oversight Committee – Stapp; Town Manager and Finance Director as alternates

LEGAL CONSIDERATIONS:
According to the California Open Meeting Act, commonly referred to as the Brown Act, the agenda must reflect every matter to be discussed by a governing body.

RECOMMENDATION(S):
This agenda bill is submitted for information only.