# Town Council Agenda

## Wednesday, May 18, 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.
5. REPORTS FROM COMMISSIONS AND/OR DEPARTMENTS (AS NEEDED)
6. STAFF PRESENTATIONS
   - 6.1. Introduce new Payroll/Human Resources Specialist Melissa Bell.
   - 6.2. Introduce new Associate Civil Engineer Matthew Freedman.
   - 6.3. Introduce new Parks Maintenance Worker Hector Garcia.
   - 6.4. Update on Public Safety Radio Communications Upgrade.
7. CONSENT AGENDA
   - 7.1. Approve the minutes of the regular meeting of May 4, 2022.
   - 7.2. Authorize a professional services agreement with Michael Baker International for environmental consulting services related to the Mammoth Lakes Foundation development project.
   - 7.3. Accept Payment Approval Report No. 22-46 in the amount of $537,272.14. Accept Payment Approval Report No. 22-46 in the amount of $627,971.04.
8. POLICY MATTERS
   - 8.1. Agreement between the Town of Mammoth Lakes and Mammoth Lakes Recreation.
   - 8.2. Discussion of draft deliverables for the Mammoth Lakes Housing contract.
   - 8.3. Waive the first reading and introduce by title only an Ordinance Adopting a Military Equipment Use Policy Pursuant to Government Code Section 7071 (AB 481).
   - 8.4. Fiscal Year 22-23 – Tentative Budget (Manager Recommended).
9. COUNCILMEMBER REPORTS

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

10. CLOSED SESSION

10.1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Conference with Legal Counsel—Anticipated litigation: Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Section 54956.9: (one case).

11. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

12. ADJOURNMENT

The Town Council will adjourn to a special meeting to be held on Wednesday, May 25, 2022 at 4:00 p.m.

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Update on Public Safety Radio Communications Upgrade.

**Council Meeting Date: 5/18/2022**

**Prepared by:** Daniel C. Holler, Town Manager

**Recommended Motion:** Council may provide comments on updated information on Communication System Upgrade.

**Summary:**
The Town of Mammoth Lakes is working with regional partners to upgrade the 30-year-old communications system. The Town has set aside $1.25 million to support the upgrade of the system. A request was made to Assemblyman Bigelow to assist in funding the preferred alternative of joining with State CRIS program. The California Radio Interoperable System (CRIS) Program was established in 2019 as part of a strategic effort to leverage the more advanced radio technology available on the market today and to put a more robust and effective communication tool at the disposal of California's first responder community. The key features of the CRIS will be a Project 25 compliant trunked radio system which interfaces to similar local systems throughout the State of California. When fully developed the CRIS will provide radio coverage to over 90% of the State's population and over 60% of the State's geographic footprint.

The Town and the Mammoth Lakes Fire Protection District retained Elk Mountain Technology to assist in the system analysis. They are working with CalOES on information and are looking to schedule a visit in June by State staff to do a site survey of our two proposed sites (Lincoln Mountain and Fire Station #2). We are waiting for a draft subscriber or partner contract to participate in CRIS.

CalOES is working on backhaul connectivity for the sites. We continue to review the technology and system(s) necessary to connect with Mono Dispatch and continue to keep County staff updated and will continue to work with other users to ensue future interoperability with talkgroup selection and allocations of channels, etc.

Following the June site surveys and assuming the sites are determined to be feasible and acceptable to the State, we would look to order site equipment. This will also allow us to refine the budget estimates to complete the project. We can then select subscriber radios and order them for delivery at the end of 2022 and into 2023. That would allow sites to be installed in the winter and spring of 2023 to have a live system by this time next year. This time frame aligns with the State plans to build out the core system along the 395-highway corridor.

Mammoth Lakes
CALIFORNIA

MAMMOTH LAKES
FIRE PROTECTION DISTRICT

# Radio System Update

Presented by:
Jeff Edelson



ELK MOUNTAIN
TECHNOLOGY

# Project Status

- Evaluation of Different Types of “systems”
  - Cost
  - Coverage
  - Reliability
  - Interoperability
  - User Goals

Selected CRIS

# CRIS

- California Radio Interoperability System
  - Large State-wide system, growing
  - State funded
  - Interoperability with state agencies
  - Cal OES is funding 4 sites this summer (equipment ordered, sites are ready)
  - Cal OES funded sites designed to provide coverage for state assets/resources along state roads/highways (not portable in building coverage or municipal coverage)

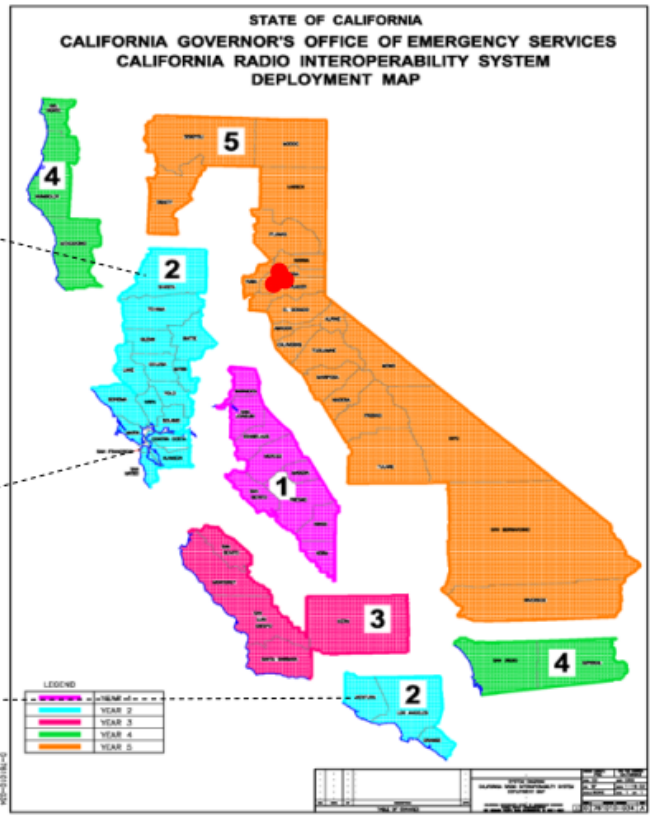
# CRIS 5-YEAR PHASED DEPLOYMENT MAP

**Phase 1: Completed**




**Phase 2: In progress**



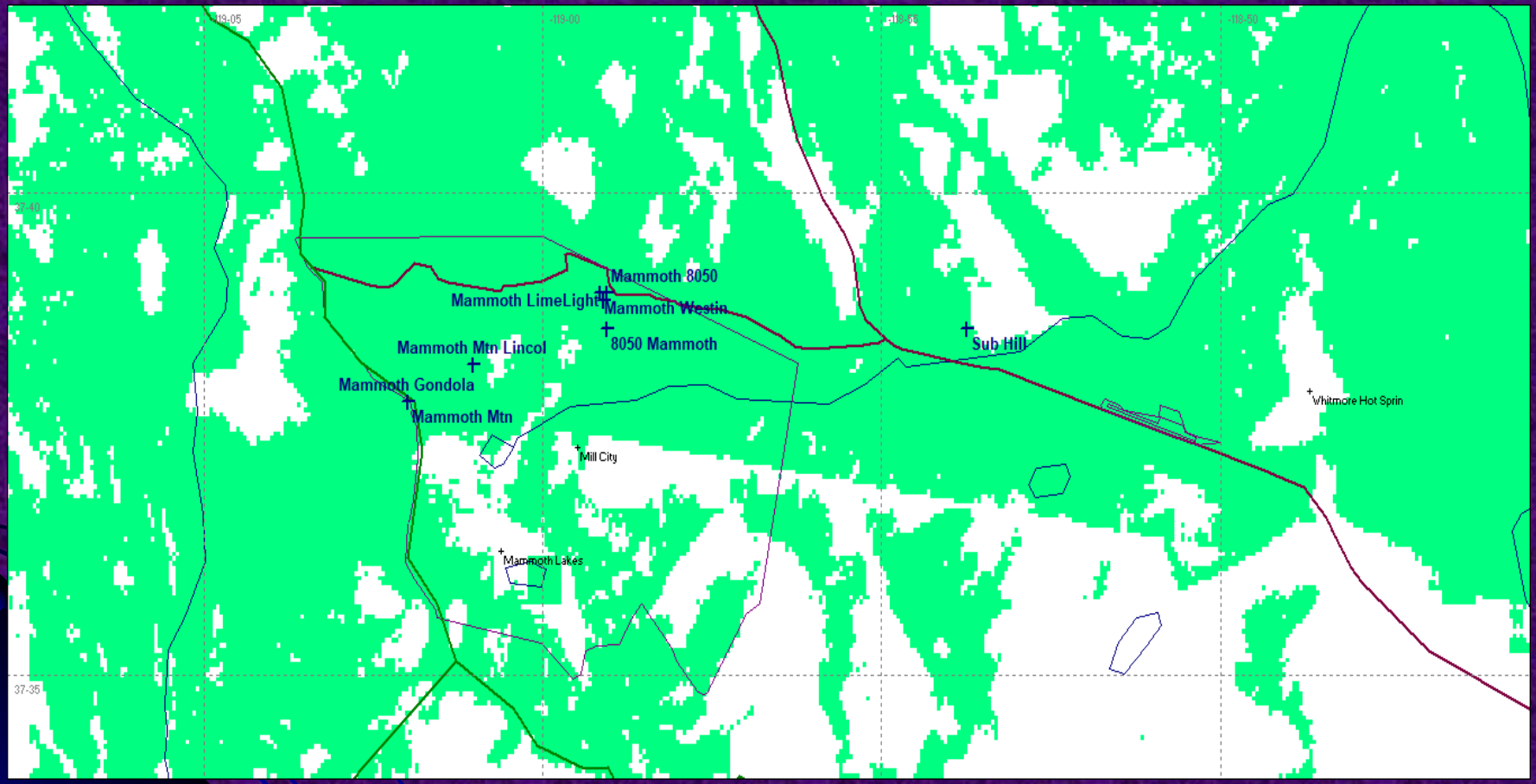

This is a map of the State of California divided into five sections, wih each section corresponding to a CRIS deployment phase or year. Phase 1 shown in purple is the Central Valley Region. Phase 2 shown in cyan comprises of the North Valley, Bay Area and Tri-County Regions. Phase 3 shown in pink is the Central Coast Region. Phase 4 shown in green consists of the North Coast and Southern Border Regions. Phase 5 shown in orange includes the Inland Region and other fill-in areas.

# Additional Site Needs

- Lincoln Mountain (Mammoth Ski Area)
- MLFPD Station #1

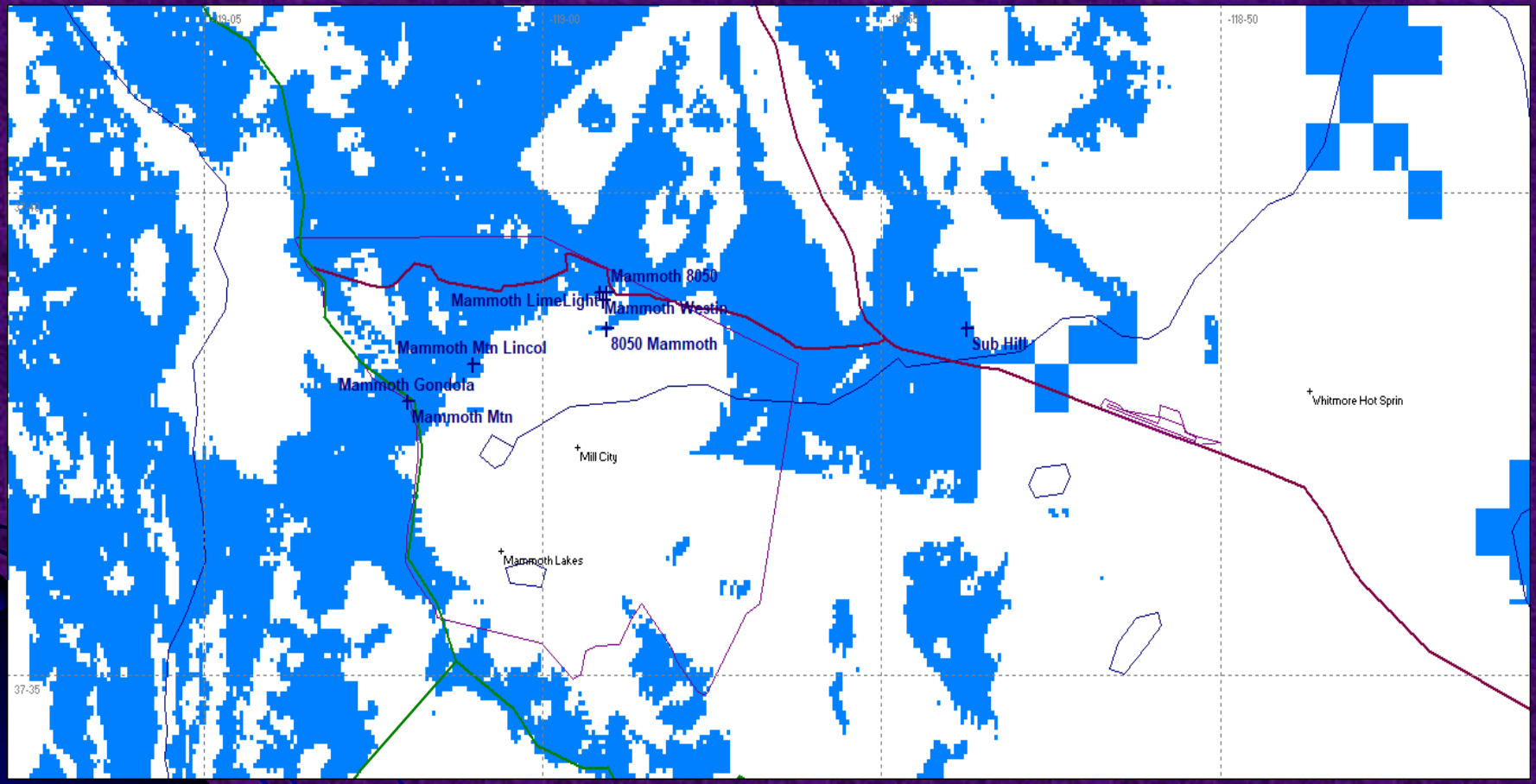
Goal was to provide adequate coverage while leveraging existing infrastructure

# Mammoth Mtn



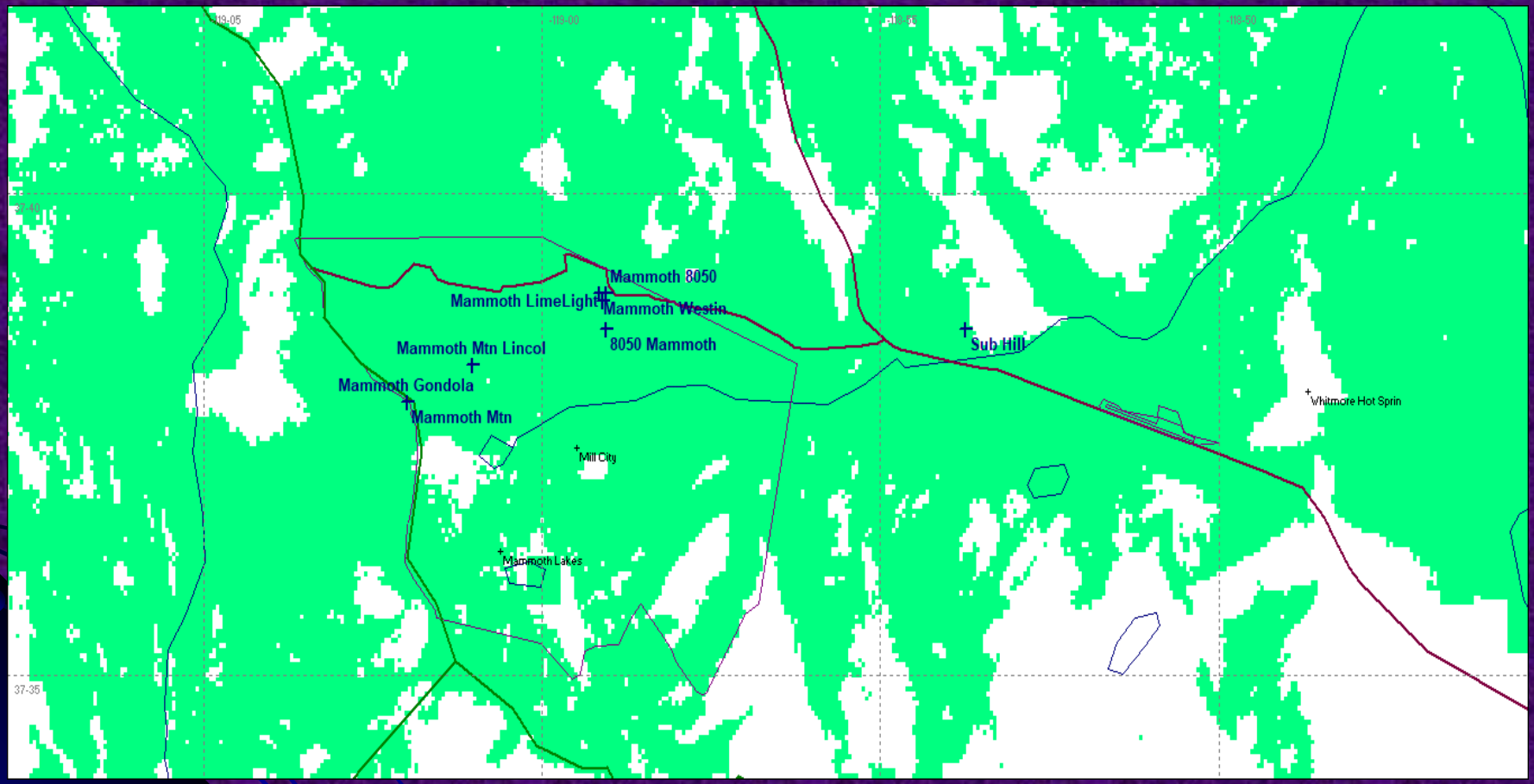

**Tback, Portable, Outdoor, -93dBm**

# Mammoth Mtn



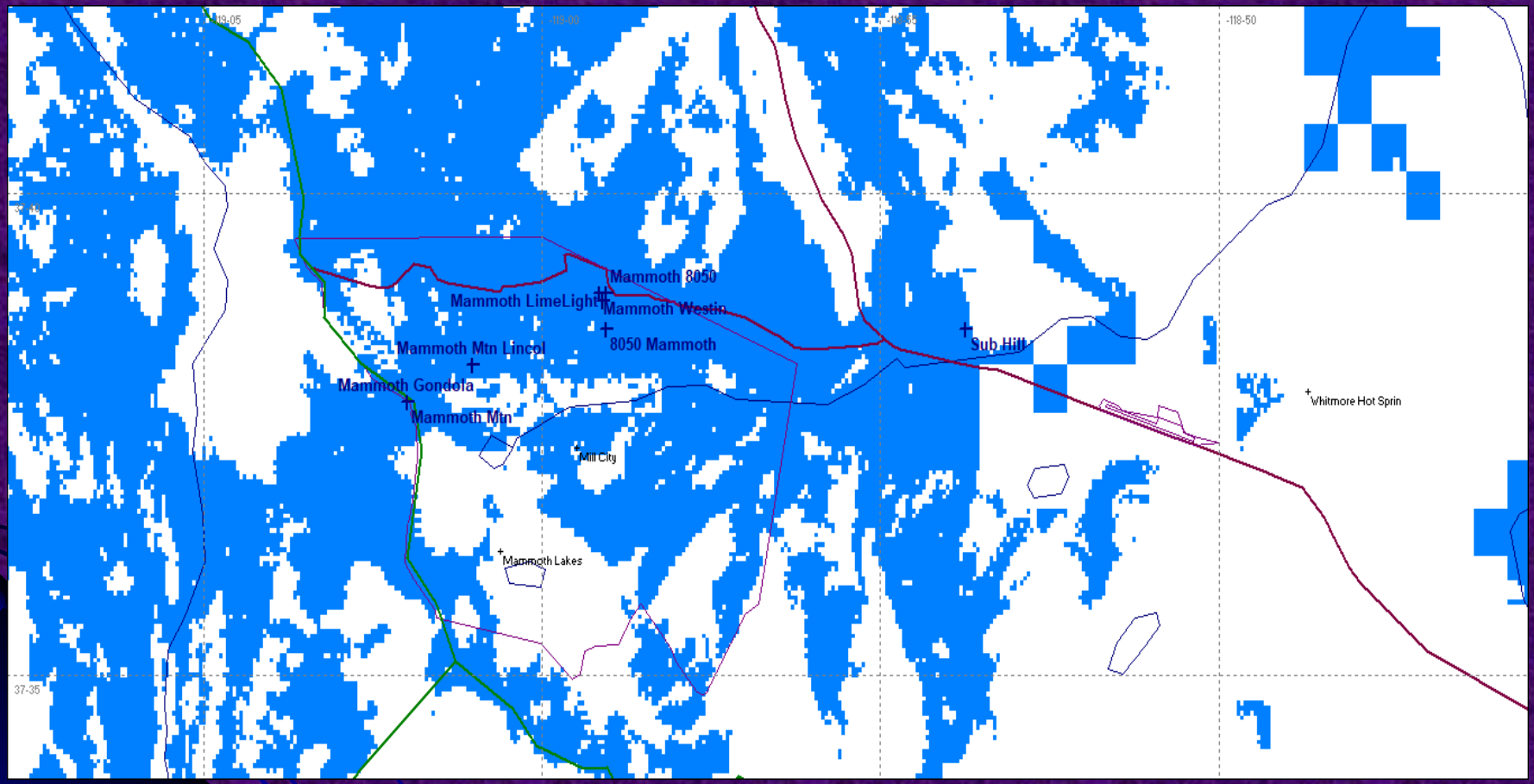

**Tback, Portable, Indoor, with 20dB building attenuation**

# Mammoth Mtn & Mammoth Lakes 8050



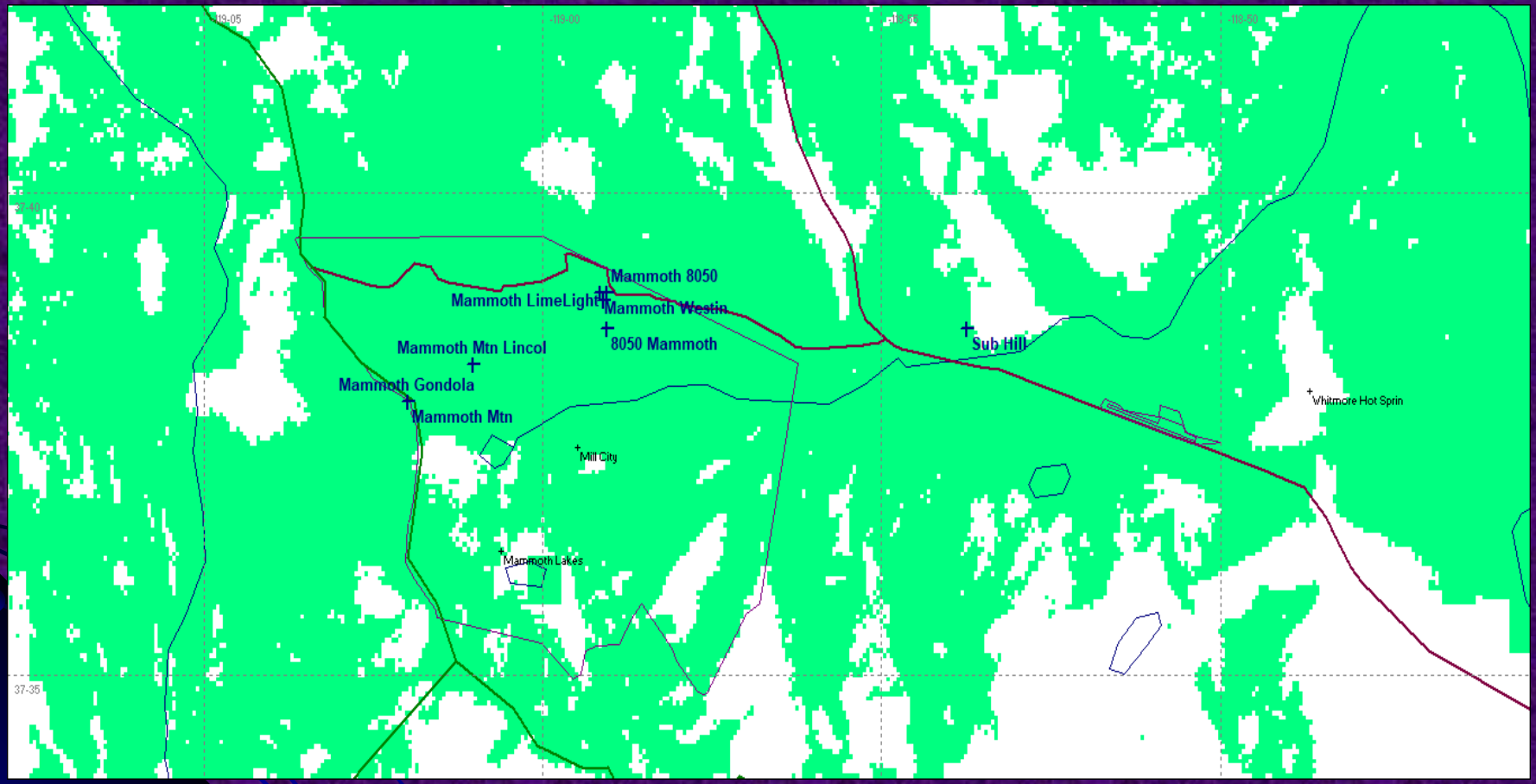

**Tback, Portable, Outdoor, -93dBm**

# Mammoth Mtn & Mammoth Lakes 8050



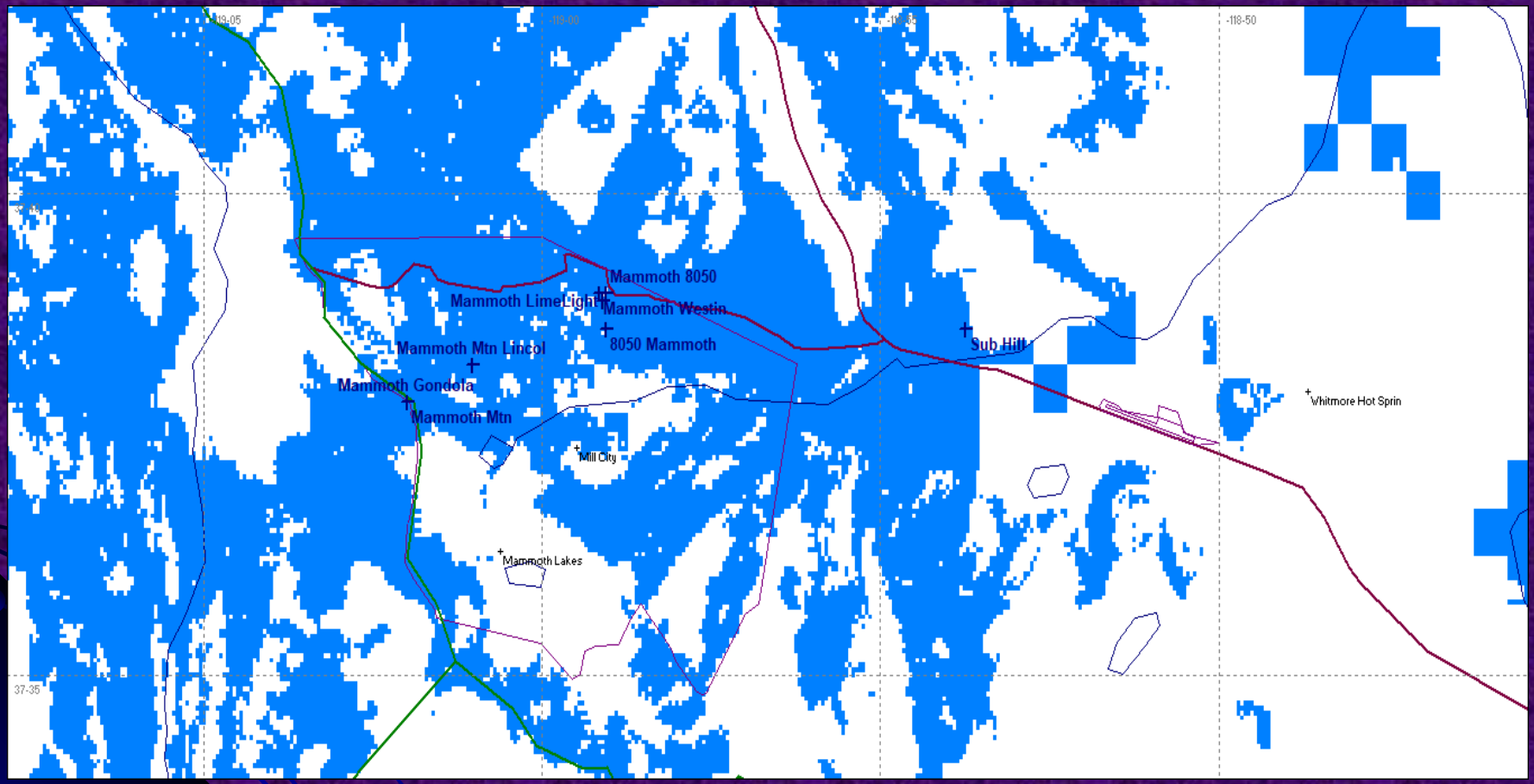

**Tback, Portable, Indoor, with 20dB building attenuation**

# Mammoth Mtn & Mammoth Lakes Fire Station #1



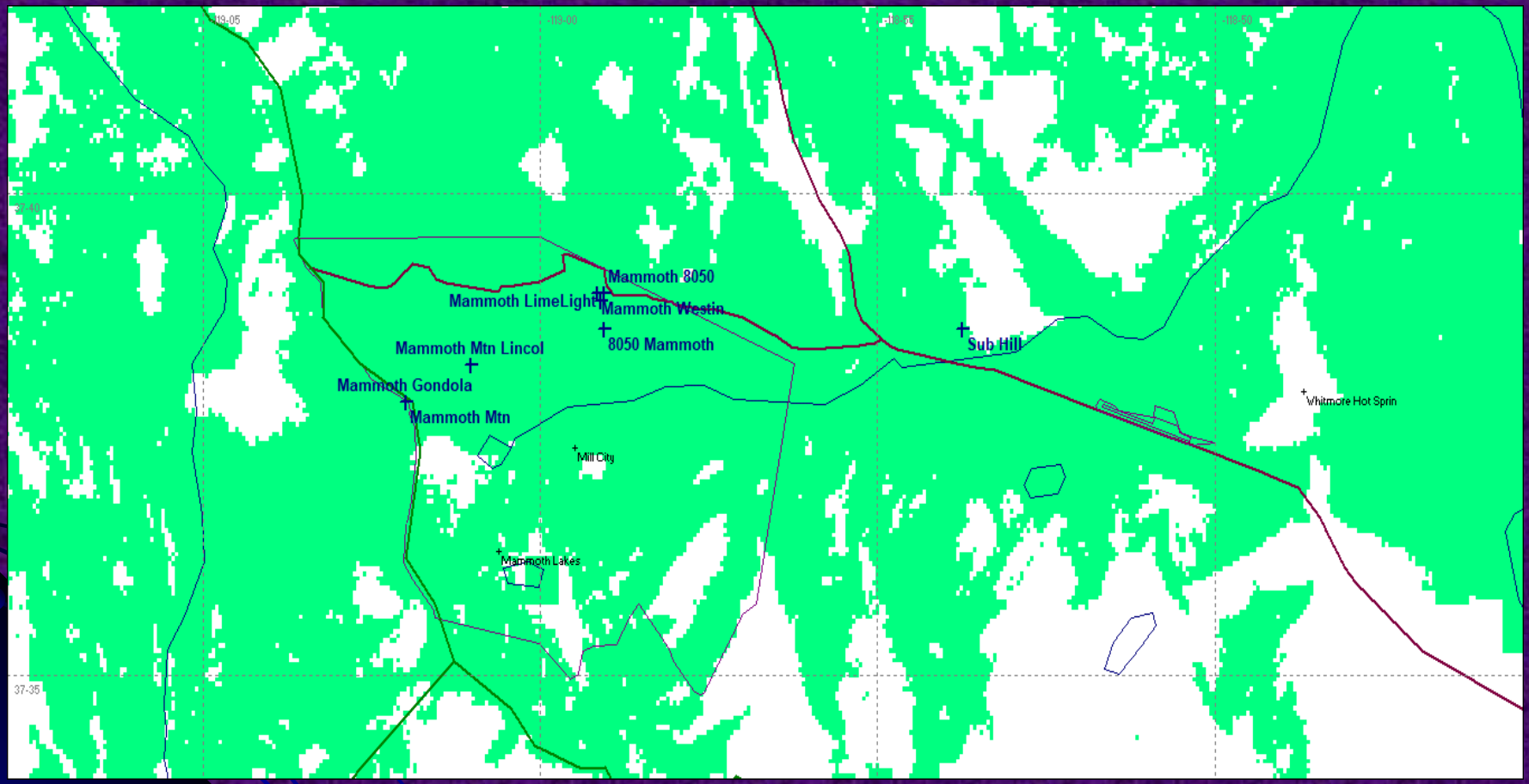

**Tback, Portable, Outdoor, -93dBm**

## Mammoth Mtn & Mammoth Lakes Fire Station #1



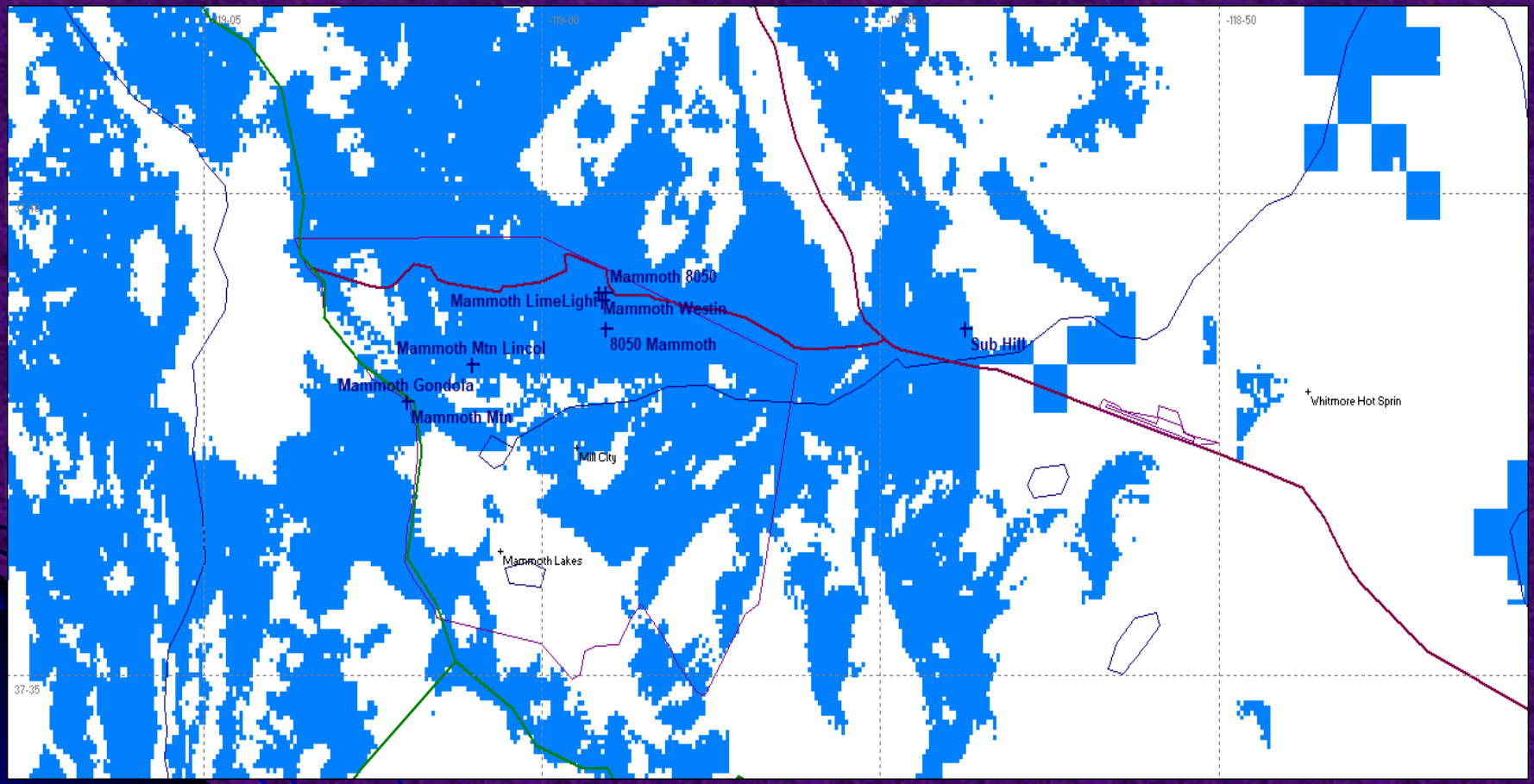

**Tback, Portable, Indoor, with 20dB building attenuation**

# Mammoth Mtn & Mammoth Lakes Lime Light



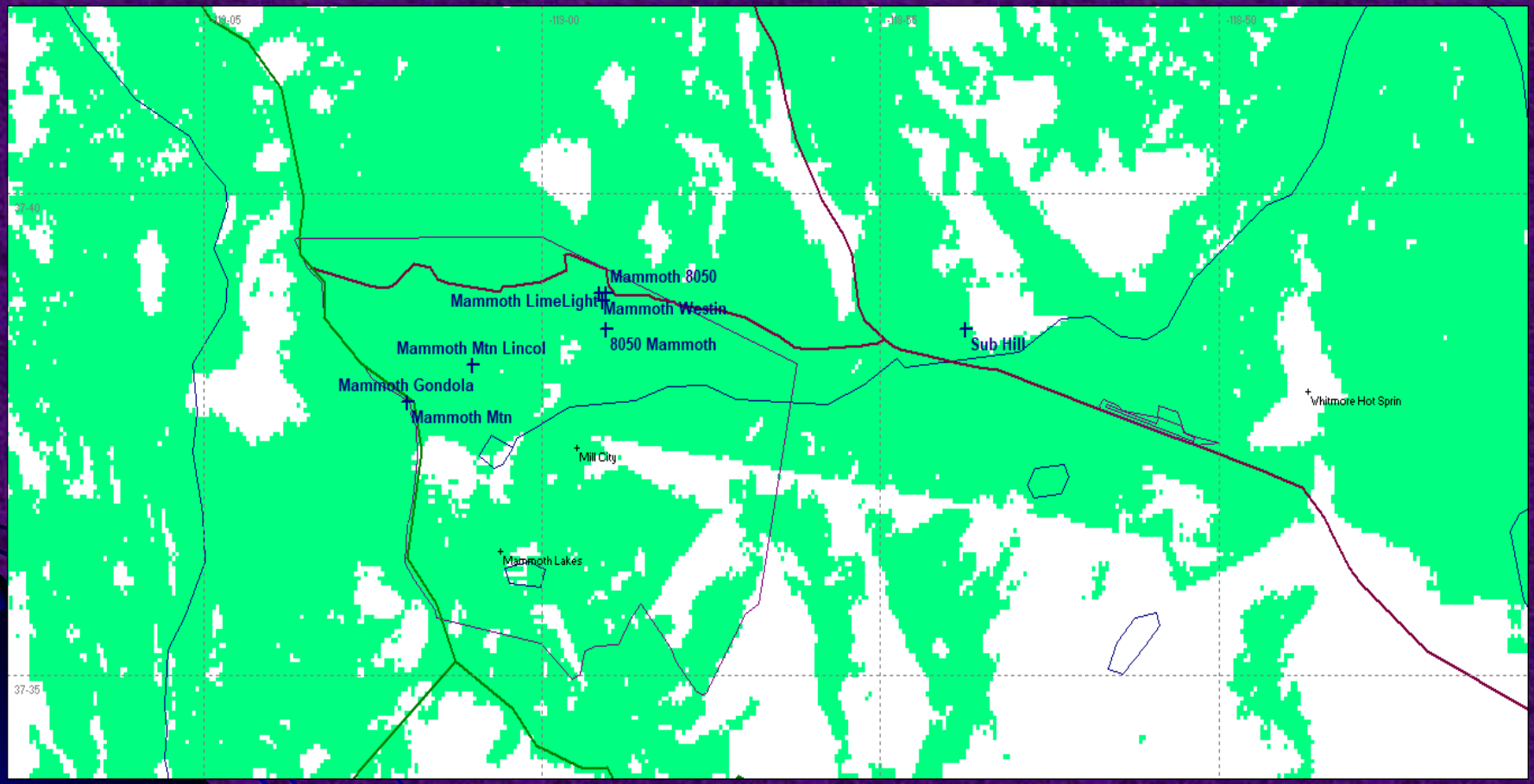

**Tback, Portable, Outdoor, -93dBm**

# Mammoth Mtn & Mammoth Lakes Lime Light



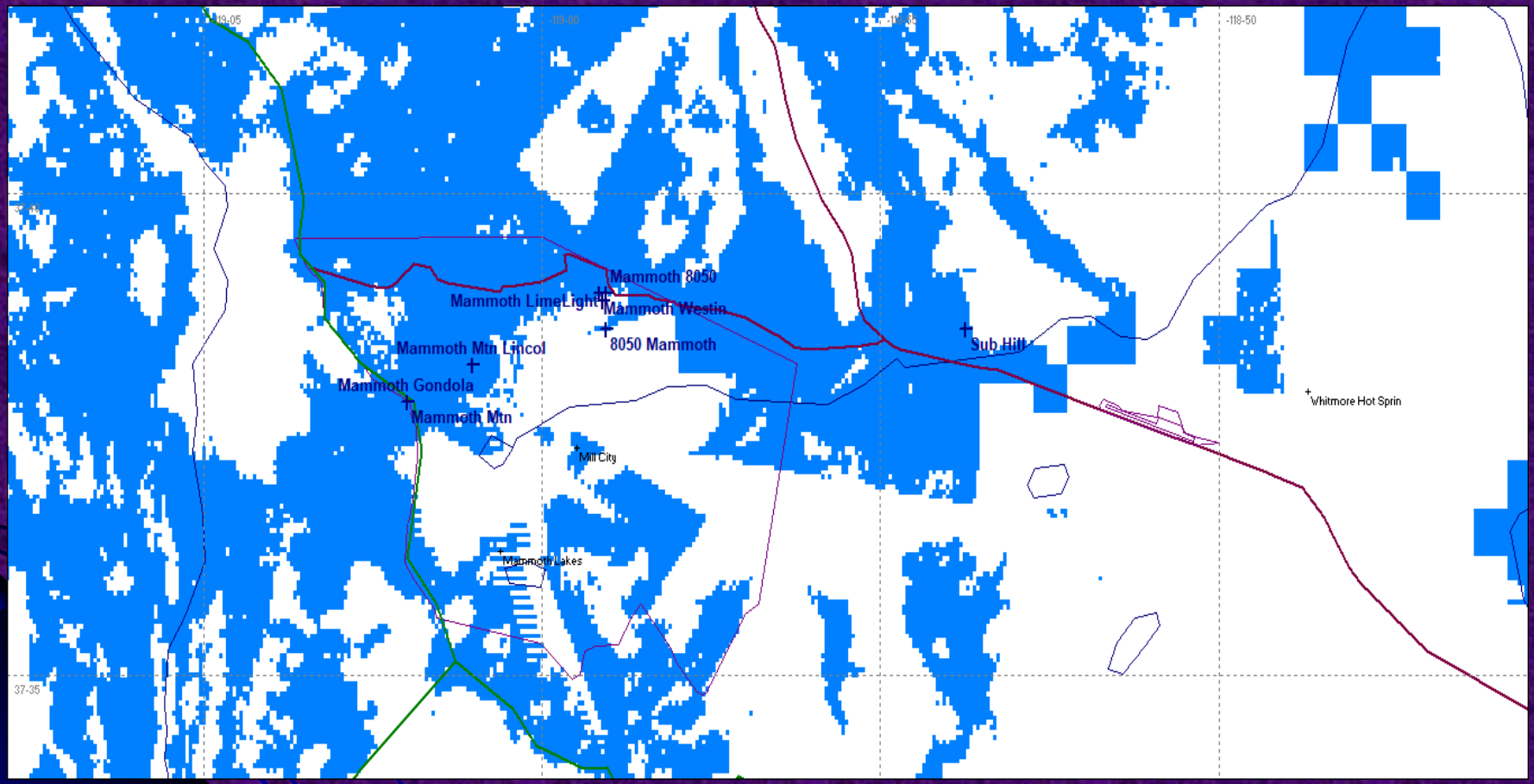

**Tback, Portable, Indoor, with 20dB building attenuation**

# Mammoth Mtn & Mammoth Lakes Lincoln



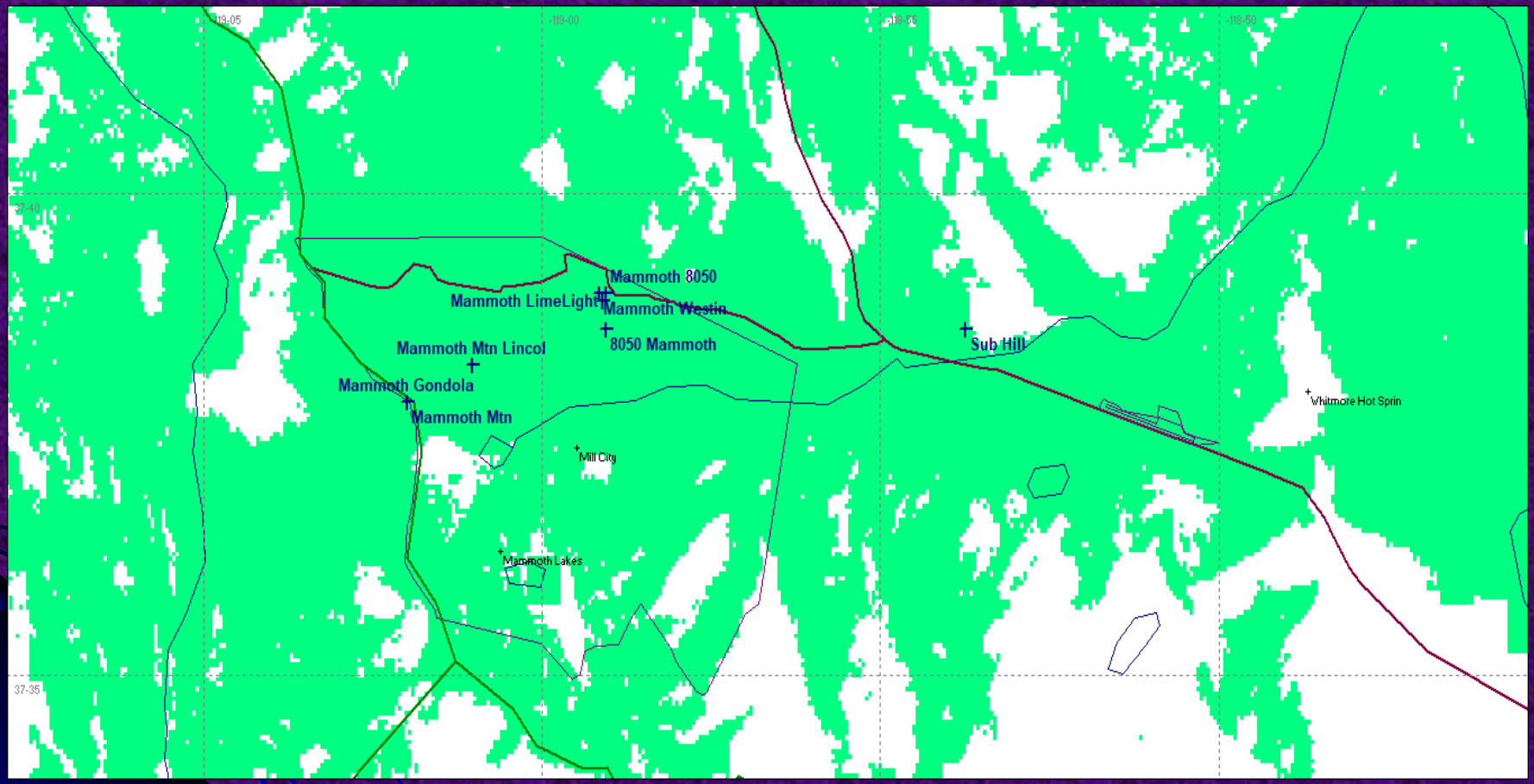

**Tback, Portable, Outdoor, -93dBm**

# Mammoth Mtn & Mammoth Lakes Lincoln



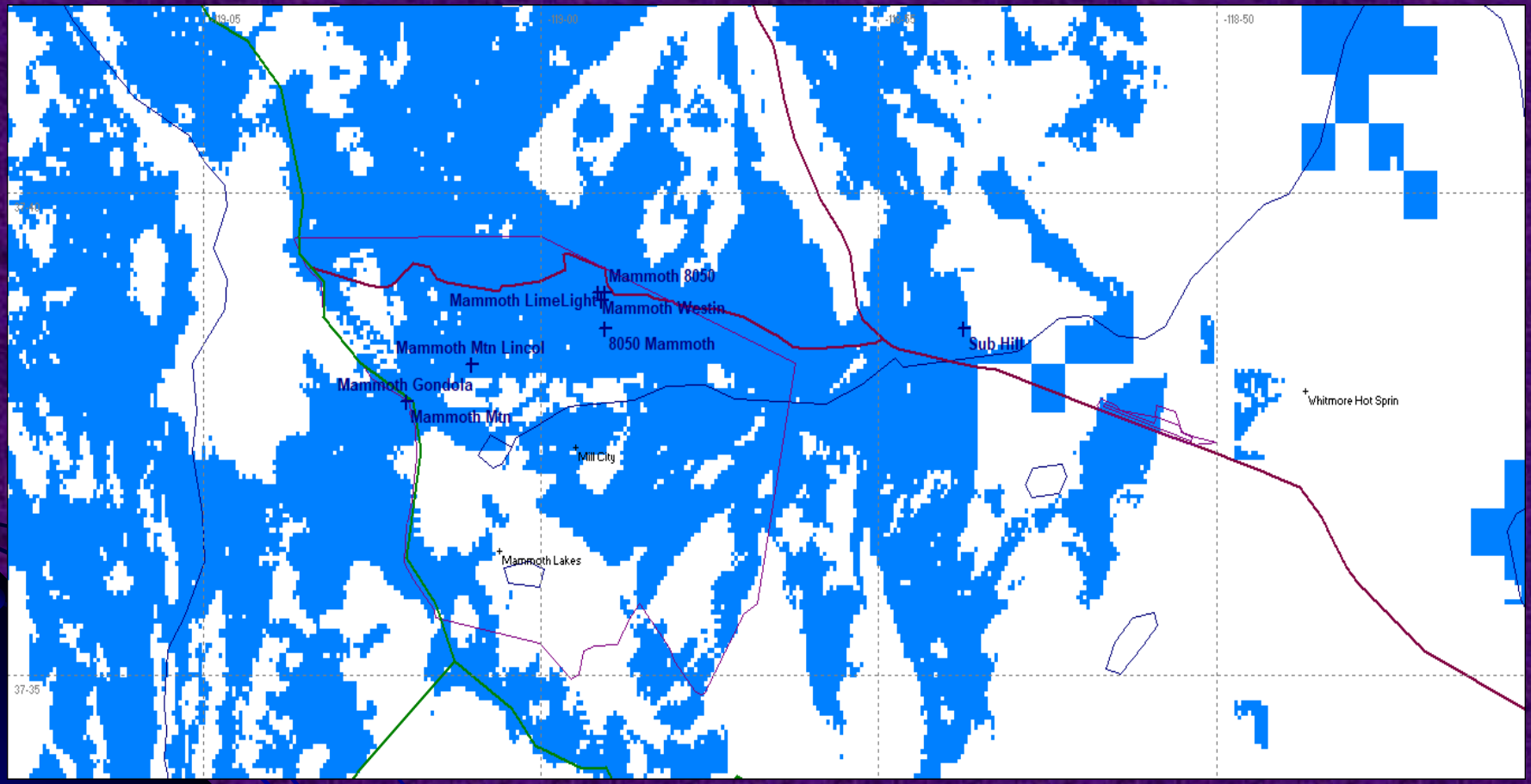

**Tback, Portable, Indoor, with 20dB building attenuation**

# Mammoth Mtn & Mammoth Lakes Westin



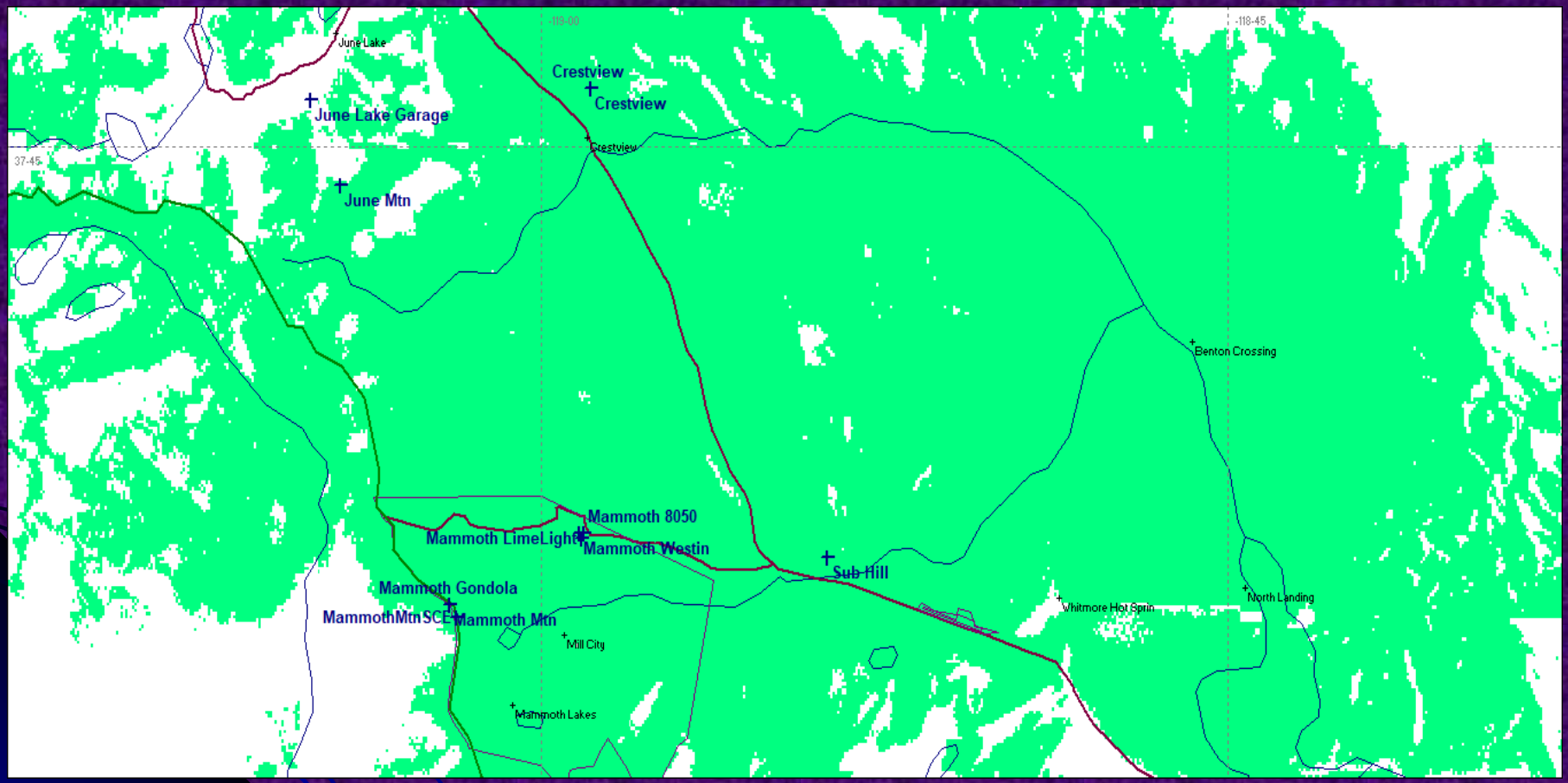

**Tback, Portable, Outdoor, -93dBm**

# Mammoth Mtn & Mammoth Lakes Westin



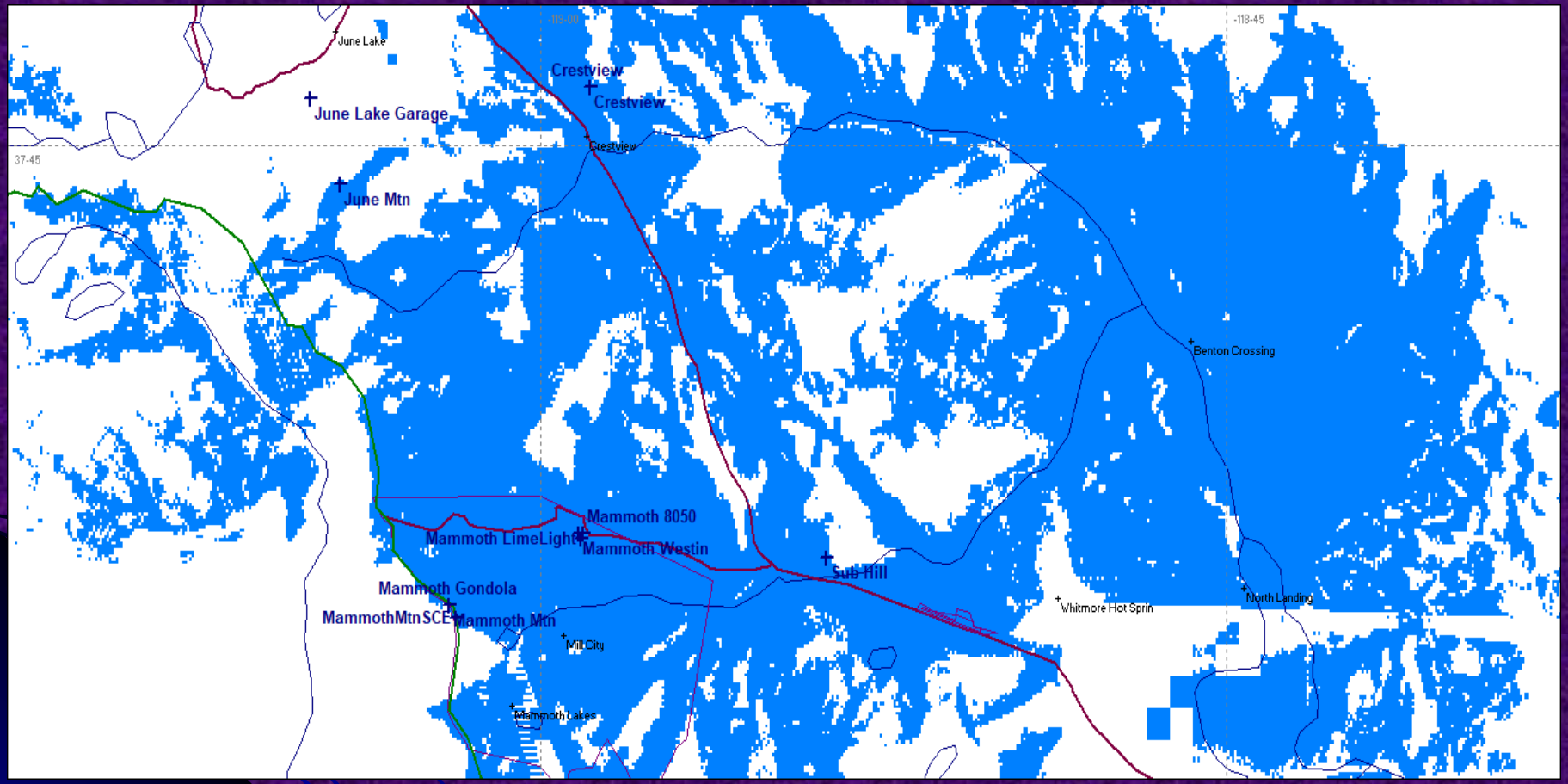

**Tback, Portable, Indoor, with 20dB building attenuation**

# Mammoth Lakes Fire Station #1 and Lincoln



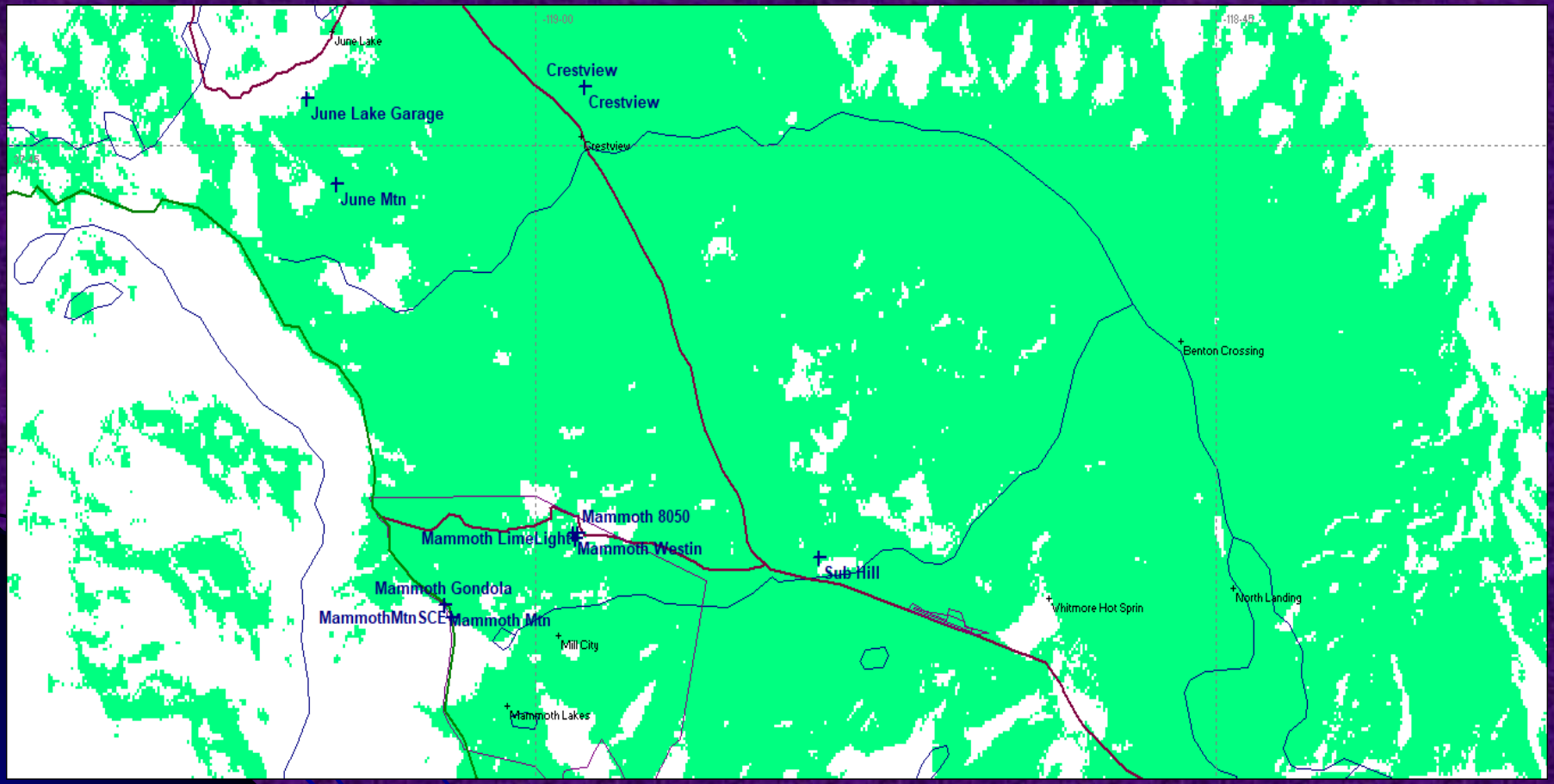

**Tback, Portable, Outdoor, -93dBm**

# Mammoth Lakes Fire Station #1 and Lincoln



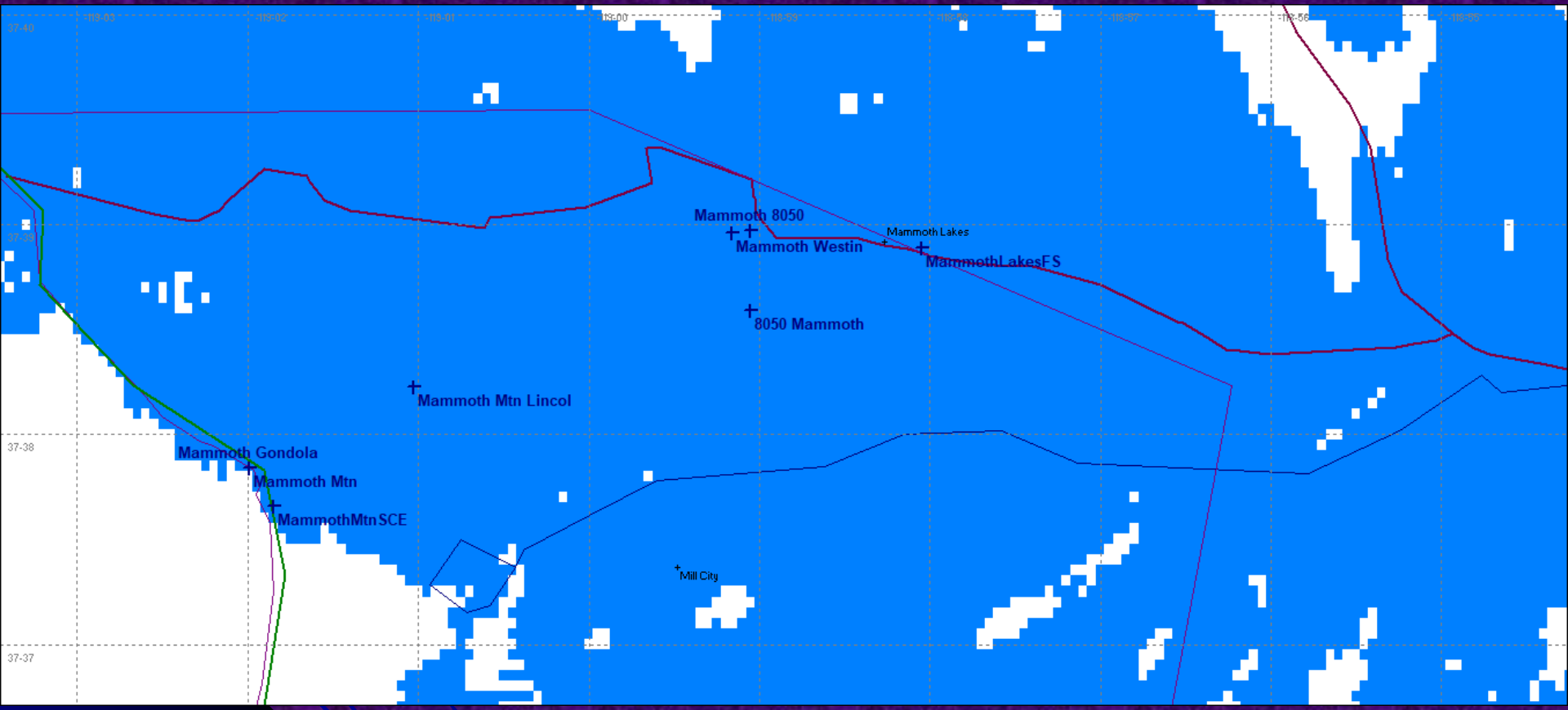

**Tback, Portable, Indoor, with 20dB building attenuation**

# Crestview Only




**Tback, Portable, Outdoor, -93dBm**

# Total Predicted Coverage



# Current Project Position

- Site walkthroughs with Cal OES in June
  - Perform any needed improvements/upgrades to Lincoln or Station #1 as identified
- Order site equipment June/July
- Work with other Mono County agencies on channel planning
- Discuss interoperability
- Develop cutover plan
- Work on integration with Mono Dispatch
- Evaluate, select and order subscriber units

**Town Council of Mammoth Lakes**

**Minutes of Regular Meeting**

**May 4, 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

---

## 1. CALL TO ORDER

The Mayor called the meeting to order at 4:01 p.m. in the Council Chamber, 437 Old Mammoth Road, Suite Z, Mammoth Lakes.

## 2. PLEDGE OF ALLEGIANCE

Rick Bellis led the flag salute.

## 3. PUBLIC COMMENTS

Traci Walker, resident of Woodman Street, spoke in support of public service and in opposition to the Woodman Street bus turnaround.

John Goodwin, Old Mammoth resident, spoke in opposition to the Woodman Street bus turnaround and said that the "Chadmar solution" did seem viable.

Caroline Sanderson, Woodman Street resident, spoke in opposition to the Woodman Street bus turnaround and in support of the "Chadmar option". There was discussion among members of Council.

Patricia Robertson, Executive Director of Mammoth Lakes Housing, gave an update regarding current housing activities.

Anna Arft spoke in opposition to the Woodman Street bus turnaround.

## 4. ADDITIONS TO THE AGENDA

There were no additions to the agenda.

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

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

Community and Economic Development Director Sandra Moberly gave an update regarding the upcoming Planning and Economic Development Commission meeting, The Parcel, and current planning activities. There was discussion among members of Council and staff.

Trails Coordinator Joel Rathje gave an update regarding current trails activities. There was discussion among members of Council and staff.

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

Pat Foster, Vice Chair of Mammoth Lakes Tourism (MLT), gave an update regarding current MLT activities. There was discussion among members of Council and Mr. Foster.

## 6. STAFF PRESENTATIONS

### 6.1 Proclamation declaring May 1-7, 2022 as Public Service Recognition Week.

Mayor Salcido read the proclamation and presented it to Town staff.

Moved by Mayor Pro Tem John Wentworth
Seconded by Councilmember Kirk Stapp

Approve the Proclamation declaring May 1-7, 2022 as Public Service Recognition Week.

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

Carried (5 to 0)

### 6.2 Code Compliance Update – Coyotes.

Code Compliance Officer Rick Bellis gave an update regarding current code enforcement activities related to coyotes. There was discussion among members of Council and staff.

### 6.3 Quarterly Presentation by Airport Core Management Team – Spring 2022.

Administrative Services/Finance Director Rob Patterson, Deputy Airport Manager Sierra Shultz, and Airport Operations Maintenance Manager Vince Maniaci outlined the information in the quarterly presentation. There was discussion among members of Council and staff.

## 7. CONSENT AGENDA

Councilmember Wentworth requested that Agenda Items 7.3 and 7.7 be removed from the consent agenda for separate discussion.

Moved by Mayor Pro Tem John Wentworth
Seconded by Councilmember Bill Sauser

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 April 20, 2022.

### 7.2 Approve the minutes of the special meeting of April 27, 2022.

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

This item was removed from the consent agenda for separate discussion.

Town Attorney Andrew Morris gave an update regarding proposed legislation to amend the Brown Act. There was discussion among members of Council and staff.

Moved by Mayor Pro Tem John Wentworth
Seconded by Councilmember Kirk Stapp

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

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

Carried (5 to 0)

**7.4 Addendum to EIR for Mammoth Yosemite Airport Terminal Area Development Project.**

**7.5 Waive the reading and adopt by title only the ordinance adding Section 15.04.180 to the Town Municipal Code relating to expedited permitting procedures for electric vehicle charging stations as required by Government Code Section 65850.7.**

**7.6 Waive the reading and adopt by title only the ordinance adding Section 15.04.170 to the Town Municipal Code relating to expedited permitting procedures for small residential rooftop solar systems.**

**7.7 Resolution authorizing the sale of Town owned housing units to further the implementation of housing programs in the Town of Mammoth Lakes and other related matters.**

Community and Economic Development Director Sandra Moberly and Senior Planner - Housing Coordinator Nolan Bobroff outlined the information in the staff report. There was discussion among members of Council and staff.

Moved by Mayor Pro Tem John Wentworth
Seconded by Councilmember Kirk Stapp

Adopt Resolution authorizing sale of Town owned housing units to further the implementation of housing programs and authorizing the Town Manager to execute required documents.

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

Carried (5 to 0)

**7.8 Accept Payment Approval Report No. 22-42 in the amount of $1,273,139.94. Accept Payment Approval Report No. 22-43 in the amount of $338,762.82. Accept Payment Approval Report No. 22-44 in the amount of $405,193.84.**

## 8. POLICY MATTERS

### 8.1 Approval of 2022 Youth Sports Funding Recommendations.

The Mayor called a recess at 6:07 p.m. and the Council reconvened at 6:20 p.m.

Parks and Recreation Director Stuart Brown outlined the information in the staff report. There was discussion among members of Council and staff.

Betsy Truax, Chair of the Parks and Recreation Commission, spoke of increasing the funding allocation to youth sports funding in the next budget.

Moved by Councilmember Bill Sauser
Seconded by Mayor Pro Tem John Wentworth

Award the Youth Sports Funding recommendations as presented under Column A in Table 1 and allocate each Youth Sports Organization two (2) full scholarships, funded by the Tony Colasardo Scholarship Fund, to be awarded at the discretion of each organization. Add funding this year of $12,700, which will be allocated based on the recommendation of the Parks and Recreation Commission.

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 CDBG Funding Update for the Mammoth Lakes Housing 238 Sierra Manor Road project and consideration of the subrecipient agreement with Mammoth Lakes Housing to administer the CDBG award should it be awarded.

Senior Planner - Housing Coordinator Nolan Bobroff outlined the information in the staff report. There was discussion among members of Council, staff, and Patricia Robertson, Executive Director of Mammoth Lakes Housing,

Moved by Councilmember Bill Sauser
Seconded by Councilmember Kirk Stapp

Adopt the resolutions approving the re-submittal of the Community Development Block Grant (CDBG) application for the Mammoth Lakes Housing 238 Sierra Manor Road project under the 2021 State CDBG Program and authorizing the subrecipient agreement with Mammoth Lakes Housing to administer the CDBG award should it be awarded.

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 Consider drafting a letter in response to the nomination of Camp High Sierra for inclusion into the California Register of Historical Resources.**

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:

Ron Cohen, President of Mammoth and June Mountain Ski Areas, outlined the Mountain's role and history in that area. There was discussion among members of the Council and Mr. Cohen.

Lynn Boulton, resident of Lee Vining, asked the Council to write a letter to support the nomination.

Dean Tonenna, Mono Lake Kutzadika Tribe, clarified that the request was for protection of cultural resources.

Debbie Boucher sent an email in support of the nomination.

Moved by Councilmember Bill Sauser
Seconded by Mayor Pro Tem John Wentworth

Authorize the Mayor to finalize and submit a letter regarding the nomination of Camp High Sierra for inclusion into the California Register of Historical Resources and include in the letter that it is being written to protect cultural resources and not to hinder development.

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

Carried (5 to 0)

**8.4 Adopt the emergency ordinance amending Municipal Code Chapter 8.14: Solid Waste Recycling.**

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

PUBLIC COMMENT:

Kendra Knight, Mammoth Disposal, said she had been working with IMACA, and that they had a food truck to distribute the food. She said that she was working with local restaurants and had a grant for a school garden. There was discussion among members of Council and Ms. Knight.

Moved by Mayor Pro Tem John Wentworth
Seconded by Councilmember Bill Sauser

Waive the reading and adopt the emergency ordinance amending Municipal Code Chapter 8.14 - Solid Waste Recycling.

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

Carried (5 to 0)

**8.5 Support Letter for State funding of JMT Conservancy 15-Year Work Program.**

Administrative Services/Finance Director Rob Patterson gave an update regarding current finance activities. There was discussion among members of Council and staff.

Moved by Mayor Pro Tem John Wentworth
Seconded by Councilmember Bill Sauser

Authorize Town staff to draft and the Mayor to sign a Council support letter to State representatives to fund the proposed JMT Conservancy work program and funding request.

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

Carried (5 to 0)

**8.6 Presentation on budget performance through the third quarter of FY21-22.**

Administrative Services/Finance Director Rob Patterson gave an update regarding current finance activities. There was discussion among members of Council and staff.

Councilmember Sauser left the meeting at 8:00 p.m. due to his conflict of interest from his ownership of property within 500 feet of The Parcel.

Councilmember Rea left the meeting at 8:00 p.m. due to her conflict of interest from her rental of property within 700 feet of The Parcel.

Councilmembers Rea and Sauser returned to the meeting at 8:02 p.m.

Moved by Councilmember Bill Sauser
Seconded by Councilmember Kirk Stapp

Adopt the resolution amending the fiscal year 21-22 budget.

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

Carried (5 to 0)

Adopt the resolution amending the fiscal year 21-22 budget.

For (3): Mayor Lynda Salcido, Mayor Pro Tem John Wentworth, and Councilmember Kirk Stapp

Abstain (2): Councilmember Sarah Rea, and Councilmember Bill Sauser

Carried (3 to 0)

## 9. COUNCILMEMBER REPORTS

There were no reports given at this time.

## 10. CLOSED SESSION

### 10.1 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (One case)

At 8:03 p.m. the Mayor announced that the Council would be entering into closed session for the purposes as stated in the agenda.

## 11. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

The Council reconvened from closed session at 8:11 p.m. and the Mayor announced that there was no reportable action taken.

## 12. ADJOURNMENT

The Council adjourned the meeting at 8:11 p.m.

_____
Jamie Gray, Town Clerk

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Authorize a professional services agreement with Michael Baker International for environmental consulting services related to the Mammoth Lakes Foundation development project.

**Council Meeting Date:** 5/18/2022

**Prepared by:** Sandra Moberly, Community and Economic Development Director

**Recommended Motion:** Authorize the execution of a professional services agreement with Michael Baker International for environmental consulting services related to the Mammoth Lakes Foundation development project.

**Summary:** The Town has been in discussions with Mammoth Lakes Foundation (Foundation) regarding the future of Edison Hall including adding a performing arts auditorium as well as other potential uses on the Foundation property (i.e., childcare, parking, dog park, snow storage, etc.). Uses on the property may be pursued under an agreement between the Town and Foundation to allow specific development at the Foundation property. To move forward with any development on the Foundation property, the Town will need to complete a CEQA compliance process and associated entitlements. The proposed contract with Michael Baker International is to complete the necessary CEQA work at a not to exceed cost of $64,220. Funding will come from funds previously allocated to the project, subject to final agreements between the Town and the Foundation. Additional information is provided in the attached staff report and proposed agreement.

# TOWN COUNCIL STAFF REPORT

Subject: Authorize a professional services agreement with Michael Baker International for environmental consulting services for the Mammoth Lakes Foundation development project.

Meeting Date: May 18, 2022

Written by: Sandra Moberly, Community and Economic Development Director

---

## RECOMMENDATION:

Authorize the professional services agreement with Michael Baker International, subject to the Town Attorney's approval and finalization of the agreement, for environmental consulting services as described in the agreement which is included as **Attachment A.**

## BACKGROUND/ANALYSIS:

The Town has been in discussions with Mammoth Lakes Foundation regarding the future of Edison Hall as well as other potential uses on the Foundation property. Uses on the property may be pursued under an agreement between the Town and Foundation to allow the following actions and development at the Foundation property. A number of uses are considered on the Foundation property:

1. New Mammoth Arts and Cultural Center performing arts auditorium – approximately 7,000+ square feet (size may increase based on user input)
2. New storage/workshop space to support theater operations – approximately 1,000+ square feet, size may increase based on modular buildings used and user input.
3. New 6,600 sq ft+/- childcare facility (may include pre-school)
4. New 7,800 sq ft+ of outdoor play area for childcare
5. New 1.1+-acre outdoor amphitheater (event space)
6. New 1-acre dog park; to be converted to 20 housing units in the future
7. Approximately 40 parking spaces (to serve dog park, multi-use path access and events)
8. New 5+/--acre snow storage site and access improvements.

To move forward with any of the projects listed above, the Town will need to complete a CEQA compliance process and associated entitlements. Some of these items were previously approved through Design Review 17-002 which allowed a 298-seat performing arts theater, a 500-seat outdoor amphitheater, a new parking lot, and other site improvements for the Mammoth Arts and Cultural Center Project. Any development will need be processed in compliance with Town requirements (i.e., use permit, design review,

building permits etc.). Michael Baker International will complete the appropriate environmental compliance documents to allow these projects to move forward.

## OPTIONS ANALYSIS

Option 1: Authorize the execution of a professional services agreement with Michael Baker International for environmental consulting services subject to the Town Attorney's approval and finalization of the agreement.

Option 2: Do not authorize the execution of a consulting agreement with Michael Baker International.

**FINANCIAL CONSIDERATIONS:** Costs for the CEQA analysis will come from funding allocated for the proposed project. The CEQA analysis will not commence until agreements for the proposed work program are approved. The not to exceed amount for this work $64,220.

## LEGAL CONSIDERATIONS:

The Town Attorney has reviewed the attached consulting agreement and will work with staff and the consultant to finalize the agreement.

**ATTACHMENTS**

Attachment 1: Draft Consulting Agreement: Michael Baker International

# TOWN OF MAMMOTH LAKES

# PROFESSIONAL SERVICES AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into this 5th day of May, 2022, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite 230, Mammoth Lakes, California, 93546 ("Town") and Michael Baker International, Inc., a Pennsylvania Corporation, with its principal place of business at 5 Hutton Centre Dr., Suite 500, Santa Ana, CA 92707 ("Consultant"). Town and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

## 2. RECITALS.

### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional environmental consulting services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional environmental consulting services to public clients, is licensed in the State of California, and is familiar with the plans of Town.

### 2.2 Project.

Town desires to engage Consultant to render such professional environmental consulting services for the Mammoth Lakes Foundation development project ("Project") as set forth in this Agreement.

## 3. TERMS.

### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional environmental consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from May 5, 2022 to December 31, 2023, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The

Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Town.

3.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: Kristen Bogue – Project Manager, Environmental.

3.2.5 Town's Representative. The Town hereby designates Sandra Moberly, Community and Economic Development Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the

provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Town Manager, Town's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Kristen Bogue – Project Manager, Environmental, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000 per claim and in the aggregate. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2(A), Commercial General Liability shall be endorsed to provide the following:

(1) Additional Insured: Consultant agrees to endorse the third party general liability coverage required herein to include as additional insureds Town, its officials, employees, agents, and volunteers, using standard ISO endorsement No. CG 2010 with an edition date of 2010 or similar form. This provision shall also apply to any excess/umbrella liability policies. Consultant also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.

(B) The policy or policies of insurance required by Section 3.2.10.2(C), Workers' Compensation, shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension. Contractor shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to the Town for review.

3.2.10.11 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums shown above, Town requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Town.

3.2.10.12 Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Town and approved of in writing.

3.2.10.13 Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer’s limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

3.2.10.14 Timely Notice of Claims. Consultant shall give the Town

prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Town's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the Town, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the Town, regarding these requirements as they may relate to the Services.

3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.12.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the

Town, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the Town, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Town, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: Town reserves the right to defend any enforcement action or civil action brought against the Town for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the Town for the costs associated with, any settlement reached between the Town and the relevant enforcement entity.

(C) Damages: Town may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

**3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed sixty four thousand two hundred twenty dollars ($64,220) without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit monthly invoices. Town shall pay all undisputed amounts within 30 days of the receipt of each invoice.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Town, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

**3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and

accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**3.5 General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

| | |
|---|---|
| Consultant: | Michael Baker International<br>5 Hutton Centre Dr., Suite 500<br>Santa Ana, California 92707<br>ATTN: Kristen Bogue, Project Manager |
| Town: | Town of Mammoth Lakes<br>PO Box 1609<br>437 Old Mammoth Road, Suite 230<br>Mammoth Lakes, CA 93546<br>ATTN: Sandra Moberly, Community and Economic Development Director |

Such notice shall be deemed made when personally delivered or when mailed, forty-eight

(48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

3.5.3.3 Confidential Information. The Town shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Town's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Town shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give Town written notice of Consultant's objection to the Town's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Town, and its officers, directors, employees, agents, and volunteers, from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Town shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with Town's choice of legal

counsel), and hold Town harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Town release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.6.2 Additional Indemnity Obligations. Consultant shall defend, with counsel of Town’s choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the

parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Mono County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 Town's Right to Employ Other Consultants. Town reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, directors, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining

provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Town's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Town. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**TOWN OF MAMMOTH LAKES** **MICHAEL BAKER INTERNATIONAL**

By: _____
Daniel C. Holler, Town Manager

By: _____
Darren Riegler, Assistant Secretary

*Attest:*

By: _____
Richard Beck, Vice President

By: _____
Jamie Gray
Town Clerk

*Approved as to Form:*

By: _____
Andrew Morris
Town Attorney

**EXHIBIT "A"**
**SCOPE OF SERVICES**

**EXHIBIT "A-I"**
**FEDERALLY REQUIRED PROVISIONS FOR SERVICES**

**[INSERT FEDERALLY REQUIRED PROVISIONS TRIGGERED BY RECEIPT OF FEDERAL FUNDS FOR THE SERVICES; OTHERWISE ALWAYS DELETE ENTIRE EXHIBIT "A-I"]**

**EXHIBIT "B"**
**SCHEDULE OF SERVICES**

**EXHIBIT "C"**
**COMPENSATION**

**[INSERT THE FOLLOWING PROVISION IF THE AGREEMENT WILL AUTOMATICALLY RENEW:** In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.**]**

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 | | | |
| **ALPHA SUPPLY,LLC** | | | | | | | |
| 38 | ALPHA SUPPLY,LLC | 6414 | CYLINDER RENTAL | 04/15/2022 | 422 | | 450.00 |
| Garage Operations | Gas Tax | 210-456-43031 Contractual Services | | 0 04/26/2022 | | | |
| Total ALPHA SUPPLY,LLC: | | | | | | | 450.00 |
| **AT&T DOJ LINE** | | | | | | | |
| 18336 | AT&T DOJ LINE | 17999544 | DOJ PHONE LINE FOR LIVESCA | 04/01/2022 | 422 | | 721.30 |
| Police Services | General Fund | 100-420-43031 Contractual Services | | 0 04/26/2022 | | | |
| Total AT&T DOJ LINE: | | | | | | | 721.30 |
| **BEST BEST & KRIEGER** | | | | | | | |
| 33 | BEST BEST & KRIEGER | 931634 | 03/22-SVCS CEQA | 04/07/2022 | 422 | | 3,528.00 |
| | | [Does not exist] | | 0 04/12/2022 | | | |
| Total BEST BEST & KRIEGER: | | | | | | | 3,528.00 |
| **BRADY INDUSTRIES OF CALIFORNIA** | | | | | | | |
| 8686 | BRADY INDUSTRIES OF CALIF | 761383-02 | MAINT SUPPLIES | 04/15/2022 | 422 | | 90.30 |
| Parks, Bldgs & Trails | General Fund | 100-438-45080 Park Grounds & Bldgs | | 60020 04/26/2022 | | | |
| Total BRADY INDUSTRIES OF CALIFORNIA: | | | | | | | 90.30 |
| **BUCHER MUNICIPAL NORTH AMERICA, INC.** | | | | | | | |
| 18537 | BUCHER MUNICIPAL NORTH A | 49392 | PARTS | 04/20/2022 | 422 | | 1,417.78 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 04/26/2022 | | | |
| Total BUCHER MUNICIPAL NORTH AMERICA, INC.: | | | | | | | 1,417.78 |
| **CALIFORNIA BUILDING OFFICIALS** | | | | | | | |
| 10769 | CALIFORNIA BUILDING OFFICIA | 15113 | MEMBERSHIP-T PERRY | 04/07/2022 | 422 | | 215.00 |
| | | [Does not exist] | | 0 04/26/2022 | | | |
| Total CALIFORNIA BUILDING OFFICIALS: | | | | | | | 215.00 |
| **CBOAC** | | | | | | | |
| 10816 | CBOAC | 115 | 04/22-ADVERT | 04/18/2022 | 422 | | 100.00 |
| | | [Does not exist] | | 0 04/26/2022 | | | |
| Total CBOAC: | | | | | | | 100.00 |

| 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 | | | |
| **CHAMBER MUSIC UNBOUND** | | | | | | | |
| 6886 | CHAMBER MUSIC UNBOUND | JULY 4TH 202 [Does not exist] | POPS IN THE PARK | 04/13/2022 0 04/26/2022 | 422 | | 4,000.00 |
| Total CHAMBER MUSIC UNBOUND: | | | | | | | 4,000.00 |
| **DEPT OF JUSTICE** | | | | | | | |
| 1775 | DEPT OF JUSTICE | 571630 | 03/22-FINGERPRINT | 04/05/2022 | 422 | | 900.00 |
| Police Services | General Fund | 100-420-43156 DOJ Fingerprint Live | | 0 04/26/2022 | | | |
| Total DEPT OF JUSTICE: | | | | | | | 900.00 |
| **DO-IT CENTER** | | | | | | | |
| 5476 | DO-IT CENTER | 67956 | MAINT SUPPLIES | 04/21/2022 | 422 | | 41.80 |
| Whitmore Pool & Re | General Fund | 100-434-45080 Park Grounds & Bldgs | | 56811 04/26/2022 | | | |
| Total DO-IT CENTER: | | | | | | | 41.80 |
| **HIGH COUNTRY LUMBER** | | | | | | | |
| 830 | HIGH COUNTRY LUMBER | 76295 | MAINT SUPPLIES | 04/11/2022 | 422 | | 37.66 |
| Police Services | General Fund | 100-420-42007 Maintenance Supplies | | 0 04/26/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 76676 | MAINT SUPPLIES | 04/18/2022 | 422 | | 19.70 |
| Whitmore Pool & Re | General Fund | 100-434-45080 Park Grounds & Bldgs | | 56811 04/26/2022 | | | |
| Total HIGH COUNTRY LUMBER: | | | | | | | 57.36 |
| **JIM CHARLON FORD, INC.** | | | | | | | |
| 19138 | JIM CHARLON FORD, INC. | 58520 | PARTS | 04/19/2022 | 422 | | 357.03 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 04/26/2022 | | | |
| Total JIM CHARLON FORD, INC.: | | | | | | | 357.03 |
| **JOBS AVAILABLE, INC.** | | | | | | | |
| 84 | JOBS AVAILABLE, INC. | 2208008 [Does not exist] | 04/22-ADVERT | 04/15/2022 0 04/26/2022 | 422 | | 240.00 |
| Total JOBS AVAILABLE, INC.: | | | | | | | 240.00 |
| **KIMBALL-MIDWEST** | | | | | | | |
| 4812 | KIMBALL-MIDWEST | 9823564 | PARTS | 04/20/2022 | 422 | | 132.86- |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 04/26/2022 | | | |
| Total KIMBALL-MIDWEST: | | | | | | | 132.86- |
| **KIMLEY-HORN AND ASSOC., INC.** | | | | | | | |
| 18739 | KIMLEY-HORN AND ASSOC., IN | 21256842 | COST PLUS MAX | 03/31/2022 | 422 | | 67,370.00 |
| Capital Projects - Str | Capital Project | 300-530-43031 Contractual Services | | 0 04/26/2022 | | | |
| Total KIMLEY-HORN AND ASSOC., INC.: | | | | | | | 67,370.00 |
| **MISSION LINEN SUPPLY, INC** | | | | | | | |
| 6482 | MISSION LINEN SUPPLY, INC | 516889957 | UNIFORM | 04/21/2022 | 422 | | 102.27 |
| Winter Equip Garage | Gas Tax | 210-455-42006 Uniforms & Personal Eq | | 0 04/26/2022 | | | |
| Total MISSION LINEN SUPPLY, INC: | | | | | | | 102.27 |

| 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 | | | |
| **MONO COUNTY PUBLIC WORKS DEPT** | | | | | | | |
| 3178 | MONO COUNTY PUBLIC WORK | 0322 | SOLID WASTE | 04/12/2022 | 422 | | 978.20 |
| Winter Equip Garage | Gas Tax | 210-455-43031 | Contractual Services | 0 04/26/2022 | | | |
| Total MONO COUNTY PUBLIC WORKS DEPT: | | | | | | | 978.20 |
| **NCE** | | | | | | | |
| 10411 | NCE | 220182501 | 03/22-SVCS | 04/12/2022 | 422 | LTC 15-003 | 982.50 |
| Streets - LTC Progra | Local Transpo | 250-540-43031 | Contractual Services | 77003 04/26/2022 | | | |
| Total NCE: | | | | | | | 982.50 |
| **QUILL CORPORATION** | | | | | | | |
| 2090 | QUILL CORPORATION | 24222810 | OFFICE SUPPLIES | 04/04/2022 | 422 | | 4.21 |
| General Services | General Fund | 100-416-42002 | Office Supplies | 0 04/12/2022 | | | |
| Total QUILL CORPORATION: | | | | | | | 4.21 |
| **SAFETY-KLEEN SYSTEMS, INC** | | | | | | | |
| 2313 | SAFETY-KLEEN SYSTEMS, INC | 88574257 | HAZARDOUS MATERIALS | 04/08/2022 | 422 | | 1,495.92 |
| Garage Operations | Gas Tax | 210-456-43031 | Contractual Services | 0 04/26/2022 | | | |
| Total SAFETY-KLEEN SYSTEMS, INC: | | | | | | | 1,495.92 |
| **SIERRA GEOTECHNICAL SVCS.** | | | | | | | |
| 1876 | SIERRA GEOTECHNICAL SVCS. | 309015 | 03/22-FIELD INSP. | 04/15/2022 | 422 | | 4,670.71 |
| | | [Does not exist] | | 0 04/26/2022 | | | |
| Total SIERRA GEOTECHNICAL SVCS.: | | | | | | | 4,670.71 |
| **THOMAS PETROLEUM, LLC** | | | | | | | |
| 7891 | THOMAS PETROLEUM, LLC | W06833-IN | DIESEL | 04/13/2022 | 422 | | 23,239.53 |
| | Vehicle Servic | 910-000-13001 | Town Yard Gas Inventor | 0 04/19/2022 | | | |
| Total THOMAS PETROLEUM, LLC: | | | | | | | 23,239.53 |
| **WESTERN NEVADA SUPPLY CO.** | | | | | | | |
| 155 | WESTERN NEVADA SUPPLY CO | 19229477 | PARTS | 04/13/2022 | 422 | | 147.29 |
| Whitmore Pool & Re | General Fund | 100-434-45080 | Park Grounds & Bldgs | 56811 04/26/2022 | | | |
| Total WESTERN NEVADA SUPPLY CO.: | | | | | | | 147.29 |
| **YOUR MEMBERSHIP.COM, INC.** | | | | | | | |
| 10794 | YOUR MEMBERSHIP.COM, INC. | R56454074 | 04/22-ADVERT | 04/07/2022 | 422 | | 135.00 |
| | | [Does not exist] | | 0 04/26/2022 | | | |
| Total YOUR MEMBERSHIP.COM, INC.: | | | | | | | 135.00 |
| Total 422: | | | | | | | 111,111.34 |
| **ALPINE PAINT** | | | | | | | |
| 5517 | ALPINE PAINT | M0240483 | PAINT SUPPLIES | 04/25/2022 | 522 | | 56.43 |
| Street Maintenance | Gas Tax | 210-450-42022 | Street Maintenance Sup | 0 05/03/2022 | | | |
| Total ALPINE PAINT: | | | | | | | 56.43 |

| 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 | | | |
| **AMES, SHANE** | | | | | | | |
| 18235 | AMES, SHANE | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 Special Operational | | 0 05/03/2022 | | | |
| | Total AMES, SHANE: | | | | | | 20.00 |
| **AT&T MOBILITY** | | | | | | | |
| 8453 | AT&T MOBILITY | 287311715401 | APRIL 2022 MIFI PD | 04/13/2022 | 522 | | 83.92 |
| Police Services | General Fund | 100-420-43404 Public Utilities | | 0 05/03/2022 | | | |
| | Total AT&T MOBILITY: | | | | | | 83.92 |
| **AUKEE, CULLEN** | | | | | | | |
| 19131 | AUKEE, CULLEN | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 Special Operational | | 0 05/03/2022 | | | |
| | Total AUKEE, CULLEN: | | | | | | 20.00 |
| **BEST BEST & KRIEGER** | | | | | | | |
| 33 | BEST BEST & KRIEGER | 927452B [Does not exist] | 01/22-CEQA | 02/18/2022 0 05/03/2022 | 522 | | 1,922.85 |
| | Total BEST BEST & KRIEGER: | | | | | | 1,922.85 |
| **BG MOUNTAIN ENTERPRISES, INC** | | | | | | | |
| 19001 | BG MOUNTAIN ENTERPRISES, I | 2022084 | SNOW REMOVAL-PD | 04/30/2022 | 522 | | 250.00 |
| Police Services | General Fund | 100-420-43031 Contractual Services | | 0 05/03/2022 | | | |
| 19001 | BG MOUNTAIN ENTERPRISES, I | 2022084 | SNOW REMOVAL - CIVIC CENT | 04/30/2022 | 522 | | 250.00 |
| Street Maintenance | Gas Tax | 210-450-43031 Contractual Services | | 0 05/04/2022 | | | |
| | Total BG MOUNTAIN ENTERPRISES, INC: | | | | | | 500.00 |
| **BLAIR, CHURCH & FLYNN** | | | | | | | |
| 8066 | BLAIR, CHURCH & FLYNN | 68804 | 02/28-04/03/22-SVCS | 04/12/2022 | 522 | | 832.50 |
| Eng, Public Works & | General Fund | 100-460-43031 Contractual Services | | 0 05/03/2022 | | | |
| | Total BLAIR, CHURCH & FLYNN: | | | | | | 832.50 |
| **CARDNO, INC.** | | | | | | | |
| 18743 | CARDNO, INC. | 330652 | LAUREL MTN RD REHAB | 04/26/2022 | 522 | | 60,003.35 |
| Capital Projects - Oth | Capital Project | 300-531-43031 Contractual Services | | 0 05/03/2022 | | | |
| 18743 | CARDNO, INC. | 330695 | SR 203/MAIN ST CROSSWALK | 04/27/2022 | 522 | | 890.00 |
| Capital Projects - Oth | Capital Project | 300-531-43031 Contractual Services | | 0 05/03/2022 | | | |
| | Total CARDNO, INC.: | | | | | | 60,893.35 |
| **CASHMAN EQUIPMENT CO.** | | | | | | | |
| 49 | CASHMAN EQUIPMENT CO. | INPS3559331 | PARTS | 04/28/2022 | 522 | | 457.73 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| | Total CASHMAN EQUIPMENT CO.: | | | | | | 457.73 |
| **CONSTRUCTION SPECIALTY, INC.** | | | | | | | |
| 683 | CONSTRUCTION SPECIALTY, IN | 17246 | TRUCKING CHGS | 01/13/2022 | 522 | | 1,170.00 |
| Snow Removal | Gas Tax | 210-452-43031 Contractual Services | | 0 05/03/2022 | | | |

| 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 CONSTRUCTION SPECIALTY, INC.: | | | | | | 1,170.00 |
| **DO-IT CENTER** | | | | | | | |
| 5476 | DO-IT CENTER | 67965 | MAINT SUPPLIES | 04/21/2022 | 522 | | 41.80 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68215 | MAINT SUPPLIES | 04/25/2022 | 522 | | 10.66 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68273 | MAINT SUPPLIES | 04/26/2022 | 522 | | 36.78 |
| Street Maintenance | Gas Tax | 210-450-42022 | Street Maintenance Sup | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68275 | MAINT SUPPLIES | 04/26/2022 | 522 | | 72.72 |
| Street Maintenance | Gas Tax | 210-450-46200 | Machinery & Equip - No | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68280 | MAINT SUPPLIES | 04/26/2022 | 522 | | 38.15 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68316 | MAINT SUPPLIES | 04/26/2022 | 522 | | 12.78 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68347 | MAINT SUPPLIES | 04/26/2022 | 522 | | 5.13 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68427 | MAINT SUPPLIES | 04/27/2022 | 522 | | 35.87 |
| Police Services | General Fund | 100-420-42007 | Maintenance Supplies | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68462 | MAINT SUPPLIES | 04/27/2022 | 522 | | 25.66 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68476 | MAINT SUPPLIES | 04/27/2022 | 522 | | 24.21 |
| Police Services | General Fund | 100-420-42007 | Maintenance Supplies | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68517 | MAINT SUPPLIES | 04/28/2022 | 522 | | 8.72 |
| Airport Admin & Ops | Airport | 220-471-42007 | Maintenance Supplies | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68564 | MAINT SUPPLIES | 04/28/2022 | 522 | | 30.69 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68568 | MAINT SUPPLIES | 04/28/2022 | 522 | | 6.78 |
| Street Maintenance | Gas Tax | 210-450-42007 | Maintenance Supplies | 0 05/03/2022 | | | |
| | Total DO-IT CENTER: | | | | | | 349.95 |
| **ESTA** | | | | | | | |
| 7884 | ESTA | 220412-01A | UTILITY BILLING | 04/12/2022 | 522 | | 2,455.28 |
| Transit Services | General Fund | 100-475-43404 | Public Utilities | 0 05/03/2022 | | | |
| | Total ESTA: | | | | | | 2,455.28 |
| **EZ-LINER** | | | | | | | |
| 18121 | EZ-LINER | 070921 | MAINT SUPPLIES | 04/25/2022 | 522 | | 250.64 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/03/2022 | | | |
| | Total EZ-LINER: | | | | | | 250.64 |
| **FELKEL CONSTRUCTION** | | | | | | | |
| 18990 | FELKEL CONSTRUCTION | 2022-86 | 04/22-SNOW SHOVELING - NVB | 05/02/2022 | 522 | | 125.83 |
| Snow Removal | North Village | 857-452-43031 | Contractual Services | 0 05/03/2022 | | | |
| 18990 | FELKEL CONSTRUCTION | 2022-86 | 04/22-SNOW SHOVELING - GEN | 05/02/2022 | 522 | | 240.52 |
| | General Fund | 100-452-43031 | Contractual Services | 0 05/05/2022 | | | |
| | Total FELKEL CONSTRUCTION: | | | | | | 366.35 |
| **FRONTIER COMMUNICATIONS** | | | | | | | |
| 10869 | FRONTIER COMMUNICATIONS | 04/22-0348 | 04/22-PWM | 04/16/2022 | 522 | | 207.80 |
| Snow Removal | Gas Tax | 210-452-43404 | Public Utilities | 0 05/03/2022 | | | |

| 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 | | | |
| 10869 | FRONTIER COMMUNICATIONS | 04/22-2490 | 04/22-PD FAX | 04/16/2022 | 522 | | 82.59 |
| Police Services | General Fund | 100-420-43404 Public Utilities | | 0 05/03/2022 | | | |
| 10869 | FRONTIER COMMUNICATIONS | 04/22-2536 | 04/22-PD | 04/16/2022 | 522 | | 248.10 |
| Police Services | General Fund | 100-420-43404 Public Utilities | | 0 05/03/2022 | | | |
| 10869 | FRONTIER COMMUNICATIONS | 04/22-3119 | 04/22-AIRPORT | 04/16/2022 | 522 | | 157.60 |
| Airport Admin & Ops | Airport | 220-471-43404 Public Utilities | | 0 05/03/2022 | | | |
| 10869 | FRONTIER COMMUNICATIONS | 04/22-7662 | 04/22-PD RADIO | 04/16/2022 | 522 | | 207.82 |
| Police Services | General Fund | 100-420-43404 Public Utilities | | 0 05/03/2022 | | | |
| Total FRONTIER COMMUNICATIONS: | | | | | | | 903.91 |
| **HANSEN, DANIEL** | | | | | | | |
| 8373 | HANSEN, DANIEL | 05/18-05/21/22 | PER DIEM | 04/27/2022 | 522 | | 177.00 |
| Police Services | General Fund | 100-420-43150 Training, Ed, Conf & Mtg | | 0 05/04/2022 | | | |
| Total HANSEN, DANIEL: | | | | | | | 177.00 |
| **HIGH COUNTRY LUMBER** | | | | | | | |
| 830 | HIGH COUNTRY LUMBER | 076676 | MAINT SUPPLIES | 04/18/2022 | 522 | | 19.70 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 65834 | MAINT SUPPLIES | 10/26/2021 | 522 | | 10.33 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 73733 | MAINT SUPPLIES | 02/25/2022 | 522 | | 12.92 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 76000 | MAINT SUPPLIES | 04/05/2022 | 522 | | 24.05 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 76696 | MAINT SUPPLIES | 04/18/2022 | 522 | | 10.04 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 77134 | MAINT SUPPLIES | 04/25/2022 | 522 | | 188.55 |
| Street Maintenance | Gas Tax | 210-450-46200 Machinery & Equip - No | | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 77399 | MAINT SUPPLIES | 04/27/2022 | 522 | | 156.60 |
| Street Maintenance | Gas Tax | 210-450-42022 Street Maintenance Sup | | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 77543 | MAINT SUPPLIES | 04/28/2022 | 522 | | 7.53 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 77822 | MAINT SUPPLIES | 05/02/2022 | 522 | | 21.54 |
| Airport Admin & Ops | Airport | 220-471-42007 Maintenance Supplies | | 0 05/03/2022 | | | |
| Total HIGH COUNTRY LUMBER: | | | | | | | 451.26 |
| **INYO CRUDE, INC.** | | | | | | | |
| 2713 | INYO CRUDE, INC. | 3860 | DIESEL | 04/25/2022 | 522 | | 16,643.70 |
| | Vehicle Servic | 910-000-13001 Town Yard Gas Inventor | | 0 05/03/2022 | | | |
| 2713 | INYO CRUDE, INC. | 3861 | GASOLINE | 04/25/2022 | 522 | | 24,122.11 |
| | Vehicle Servic | 910-000-13001 Town Yard Gas Inventor | | 0 05/03/2022 | | | |
| Total INYO CRUDE, INC.: | | | | | | | 40,765.81 |
| **JIM CHARLON FORD, INC.** | | | | | | | |
| 19138 | JIM CHARLON FORD, INC. | 58595 | PARTS | 04/26/2022 | 522 | | 396.80 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| Total JIM CHARLON FORD, INC.: | | | | | | | 396.80 |
| **KIMBALL-MIDWEST** | | | | | | | |
| 4812 | KIMBALL-MIDWEST | 9849359 | PARTS | 04/28/2022 | 522 | | 975.15 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |

| 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 KIMBALL-MIDWEST: | | | | | | 975.15 |
| **KNORR SYSTEMS, INC** | | | | | | | |
| 18390 | KNORR SYSTEMS, INC | SI238257 [Does not exist] | POWER SUPPLY | 04/20/2022 0 05/03/2022 | 522 | | 514.65 |
| | Total KNORR SYSTEMS, INC: | | | | | | 514.65 |
| **LEMUS, BRIAN** | | | | | | | |
| 19130 | LEMUS, BRIAN | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| | Total LEMUS, BRIAN: | | | | | | 20.00 |
| **MALDONADO, FERNANDO** | | | | | | | |
| 7688 | MALDONADO, FERNANDO | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| | Total MALDONADO, FERNANDO: | | | | | | 20.00 |
| **MAMMOTH DISPOSAL, INC.** | | | | | | | |
| 94 | MAMMOTH DISPOSAL, INC. | UPA 20-004 | PROJECT CLOSEOUT | 04/28/2022 | 522 | UPA 20-004 | 10,576.87 |
| Planning Division | General Fund | 100-440-43031 | Contractual Services | 3183 05/03/2022 | | | |
| | Total MAMMOTH DISPOSAL, INC.: | | | | | | 10,576.87 |
| **MAMMOTH UNIFIED SCHOOL DISTRICT** | | | | | | | |
| 111 | MAMMOTH UNIFIED SCHOOL D | 07/01/21 | FY 21-22 MULTI-USE FACLILTY | 05/02/2022 | 522 | | 50,000.00 |
| Multi-Use Facility | Fractional Mell | 858-436-45010 | Facility Lease | 0 05/04/2022 | | | |
| | Total MAMMOTH UNIFIED SCHOOL DISTRICT: | | | | | | 50,000.00 |
| **MARTINEZ, FEDIRICO** | | | | | | | |
| 18775 | MARTINEZ, FEDIRICO | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| | Total MARTINEZ, FEDIRICO: | | | | | | 20.00 |
| **MISSION LINEN SUPPLY, INC** | | | | | | | |
| 6482 | MISSION LINEN SUPPLY, INC | 516932371 | UNIFORM | 04/28/2022 | 522 | | 41.25 |
| Street Maintenance | Gas Tax | 210-450-42006 | Uniforms & Personal Eq | 0 05/03/2022 | | | |
| 6482 | MISSION LINEN SUPPLY, INC | 516932372 | UNIFORM | 04/28/2022 | 522 | | 93.12 |
| Winter Equip Garage | Gas Tax | 210-455-42006 | Uniforms & Personal Eq | 0 05/03/2022 | | | |
| | Total MISSION LINEN SUPPLY, INC: | | | | | | 134.37 |
| **MORRIS, PATRICK** | | | | | | | |
| 18774 | MORRIS, PATRICK | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| | Total MORRIS, PATRICK: | | | | | | 20.00 |
| **MORROW, ZEKE** | | | | | | | |
| 18172 | MORROW, ZEKE | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |

| 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 MORROW, ZEKE: | | | | | | 20.00 |
| **MOUNTAIN SHADOWS HOMEOWNERS' ASSOC** | | | | | | | |
| 19168 | MOUNTAIN SHADOWS HOMEO | MS17687 MAR | SIERRA NV HOA G1 | 04/28/2022 | 522 | | 418.18 |
| Facilities Maintenanc | General Fund | 100-464-43404 | Public Utilities | 0 05/03/2022 | | | |
| | Total MOUNTAIN SHADOWS HOMEOWNERS' ASSOC: | | | | | | 418.18 |
| **NCE** | | | | | | | |
| 10411 | NCE | 220172507 | 03/22-SVCS | 04/12/2022 | 522 | | 5,161.25 |
| Planning Division | General Fund | 100-440-43031 | Contractual Services | 0 05/03/2022 | | | |
| | Total NCE: | | | | | | 5,161.25 |
| **NELSON, JOSEPH** | | | | | | | |
| 18758 | NELSON, JOSEPH | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| | Total NELSON, JOSEPH: | | | | | | 20.00 |
| **PETERBILT TRUCK PARTS & EQUIPMENT, LLC** | | | | | | | |
| 8484 | PETERBILT TRUCK PARTS & EQ | X101098395:0 | PARTS | 03/07/2022 | 522 | | 230.99 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/03/2022 | | | |
| | Total PETERBILT TRUCK PARTS & EQUIPMENT, LLC: | | | | | | 230.99 |
| **PK ELECTRICAL, INC** | | | | | | | |
| 19178 | PK ELECTRICAL, INC | 2201103 | 03/22-SVCS | 04/01/2022 | 522 | | 4,310.00 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| | Total PK ELECTRICAL, INC: | | | | | | 4,310.00 |
| **PNC BANK, N.A.** | | | | | | | |
| 19142 | PNC BANK, N.A. | 610288353 JU | INTEREST | 04/15/2022 | 522 | | 40,294.80 |
| Debt Service | Debt Service | 990-590-49497 | Debt Svce Lease Rev B | 0 05/03/2022 | | | |
| 19142 | PNC BANK, N.A. | 610288353 JU | PRINCIPAL | 04/15/2022 | 522 | | 117,000.00 |
| Debt Service | Debt Service | 990-590-49497 | Debt Svce Lease Rev B | 0 05/03/2022 | | | |
| | Total PNC BANK, N.A.: | | | | | | 157,294.80 |
| **QUILL CORPORATION** | | | | | | | |
| 2090 | QUILL CORPORATION | 1735869 | OFFICE SUPPLIES | 04/19/2022 | 522 | | 4.21- |
| General Services | General Fund | 100-416-42002 | Office Supplies | 0 05/03/2022 | | | |
| | Total QUILL CORPORATION: | | | | | | 4.21- |
| **SIERRA ESCROW** | | | | | | | |
| 6712 | SIERRA ESCROW | BEGIN REUSE | MERIDIAN CT G101 | 04/27/2022 | 522 | | 50,000.00 |
| BEGIN | Housing Progr | 245-448-43031 | Contractual Services | 0 05/04/2022 | | | |
| 6712 | SIERRA ESCROW | TOML DPA LO | MERIDIAN CT G101 | 04/27/2022 | 522 | | 18,000.00 |
| | Housing Progr | 245-445-43031 | Contractual Services | 83175 05/04/2022 | | | |
| | Total SIERRA ESCROW: | | | | | | 68,000.00 |

| 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 | | | |
| **SILVER STATE INTERNATIONAL TRUCKS** | | | | | | | |
| 35 | SILVER STATE INTERNATIONAL | X201069149.0 | PARTS | 03/03/2022 | 522 | | 2,050.68 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 35 | SILVER STATE INTERNATIONAL | X201069329:0 | PARTS | 03/04/2022 | 522 | | 67.34- |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 35 | SILVER STATE INTERNATIONAL | X201072494 | PARTS | 04/07/2022 | 522 | | 118.09 |
| | Vehicle Servic | 910-000-13001 Town Yard Gas Inventor | | 0 05/03/2022 | | | |
| | Total SILVER STATE INTERNATIONAL TRUCKS: | | | | | | 2,101.43 |
| **SOUTHERN CALIF EDISON** | | | | | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-1042 | 04/22-L'ABRI 4 | 04/21/2022 | 522 | | 58.85 |
| Facilities Maintenanc | General Fund | 100-464-43404 Public Utilities | | 0 05/03/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-4492 | 04/22-C CTR | 04/22/2022 | 522 | | 194.17 |
| Parks, Bldgs & Trails | General Fund | 100-438-43404 Public Utilities | | 0 05/03/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-9768 | 04/22-AIRPORT | 04/20/2022 | 522 | | 3,165.93 |
| Airport Admin & Ops | Airport | 220-471-43404 Public Utilities | | 0 05/03/2022 | | | |
| | Total SOUTHERN CALIF EDISON: | | | | | | 3,418.95 |
| **STEVE'S AUTO & TRUCK PARTS** | | | | | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 049681 | PARTS | 04/19/2022 | 522 | | 6.68 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 049743 | PARTS | 04/20/2022 | 522 | | 20.99 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 049747 | PARTS | 04/20/2022 | 522 | | .37 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 049775 | PARTS | 04/20/2022 | 522 | | 182.93 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 049776 | PARTS | 04/20/2022 | 522 | | 18.32 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 049794 | PARTS | 04/20/2022 | 522 | | 130.23 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 049797 | PARTS | 04/20/2022 | 522 | | 185.58 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 049817 | PARTS | 04/21/2022 | 522 | | 29.17 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 049892 | PARTS | 04/22/2022 | 522 | | 185.41 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 049910 | PARTS | 04/22/2022 | 522 | | 19.40- |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 050058 | PARTS | 04/25/2022 | 522 | | 14.90 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 535647 | PARTS | 04/20/2022 | 522 | | 63.90 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/03/2022 | | | |
| | Total STEVE'S AUTO & TRUCK PARTS: | | | | | | 819.08 |
| **TITAN CONSTRUCTION SUPPLY INC.** | | | | | | | |
| 6057 | TITAN CONSTRUCTION SUPPL | 15403360-00 | MAINT SUPPLIES | 04/28/2022 | 522 | | 135.72 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| | Total TITAN CONSTRUCTION SUPPLY INC.: | | | | | | 135.72 |
| **VARGAS, PAT** | | | | | | | |

| 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 | | | |
| 6627 | VARGAS, PAT | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| | Total VARGAS, PAT: | | | | | | 20.00 |
| **WESTERN NEVADA SUPPLY CO.** | | | | | | | |
| 155 | WESTERN NEVADA SUPPLY CO | 59223210 [Does not exist] | MAINT SUPPLIES | 04/19/2022 0 05/03/2022 | 522 | | 9,089.79 |
| | Total WESTERN NEVADA SUPPLY CO.: | | | | | | 9,089.79 |
| **WILLDAN** | | | | | | | |
| 18417 | WILLDAN | 002-26230 [Does not exist] | PLAN CHECK BP 19-00840 CRC | 04/06/2022 0 05/03/2022 | 522 | | 770.00 |
| | Total WILLDAN: | | | | | | 770.00 |
| | Total 522: | | | | | | 426,160.80 |
| | Grand Totals: | | | | | | 537,272.14 |

Signature: SANDRA MOBERLY Sandra Moberly Date 5.5.22

Signature: ROBERT PATTERSON Robert Patterson Date 5/5/2022

Approval: STEPHANIE TRUJILLO Stephanie Trujillo Date 5/5/22

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}

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 | | | |
| **AT&T DOJ LINE** | | | | | | | |
| 18336 | AT&T DOJ LINE | 17999544 | DOJ PHONE LINE FOR LIVESCA | 04/01/2022 | 422 | | 721.30 |
| Police Services | General Fund | 100-420-43031 | Contractual Services | 0 04/26/2022 | | | |
| Total AT&T DOJ LINE: | | | | | | | 721.30 |
| **BEST BEST & KRIEGER** | | | | | | | |
| 33 | BEST BEST & KRIEGER | 931634 | 03/22-SVCS CEQA | 04/07/2022 | 422 | TTM 22-002 | 3,528.00 |
| Planning Division | General Fund | 100-440-43031 | Contractual Services | 3202 04/12/2022 | | | |
| Total BEST BEST & KRIEGER: | | | | | | | 3,528.00 |
| **CALIFORNIA BUILDING OFFICIALS** | | | | | | | |
| 10769 | CALIFORNIA BUILDING OFFICIA | 15113 | MEMBERSHIP-T PERRY | 04/07/2022 | 422 | | 215.00 |
| Building Division | General Fund | 100-442-43110 | Mem'ships, Dues, Subsc | 0 04/26/2022 | | | |
| Total CALIFORNIA BUILDING OFFICIALS: | | | | | | | 215.00 |
| **CBOAC** | | | | | | | |
| 10816 | CBOAC | 115 | 04/22-ADVERT | 04/18/2022 | 422 | | 100.00 |
| Building Division | General Fund | 100-442-43130 | Advertising & Legal Noti | 0 04/26/2022 | | | |
| Total CBOAC: | | | | | | | 100.00 |
| **CHAMBER MUSIC UNBOUND** | | | | | | | |
| 6886 | CHAMBER MUSIC UNBOUND | JULY 4TH 202 | POPS IN THE PARK | 04/13/2022 | 422 | | 4,000.00 |
| | | [Does not exist] | | 0 04/26/2022 | | | |
| Total CHAMBER MUSIC UNBOUND: | | | | | | | 4,000.00 |
| **DEPT OF JUSTICE** | | | | | | | |
| 1775 | DEPT OF JUSTICE | 571630 | 03/22-FINGERPRINT | 04/05/2022 | 422 | | 900.00 |
| Police Services | General Fund | 100-420-43156 | DOJ Fingerprint Live | 0 04/26/2022 | | | |
| Total DEPT OF JUSTICE: | | | | | | | 900.00 |
| **HIGH COUNTRY LUMBER** | | | | | | | |
| 830 | HIGH COUNTRY LUMBER | 76295 | MAINT SUPPLIES | 04/11/2022 | 422 | | 37.66 |
| Police Services | General Fund | 100-420-42007 | Maintenance Supplies | 0 04/26/2022 | | | |
| Total HIGH COUNTRY LUMBER: | | | | | | | 37.66 |

| 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 | | | |
| **JOBS AVAILABLE, INC.** | | | | | | | |
| 84 | JOBS AVAILABLE, INC. | 2208008 | 04/22-ADVERT | 04/15/2022 | 422 | | 240.00 |
| Building Division | General Fund | 100-442-43130 Advertising & Legal Noti | 0 | 04/26/2022 | | | |
| | Total JOBS AVAILABLE, INC.: | | | | | | 240.00 |
| **KIMLEY-HORN AND ASSOC., INC.** | | | | | | | |
| 18739 | KIMLEY-HORN AND ASSOC., IN | 21256842 | COST PLUS MAX | 03/31/2022 | 422 | CAP 22-004 | 67,370.00 |
| Capital Projects - Oth | Capital Project | 300-531-43031 Contractual Services | 43611 | 04/26/2022 | | | |
| | Total KIMLEY-HORN AND ASSOC., INC.: | | | | | | 67,370.00 |
| **NCE** | | | | | | | |
| 10411 | NCE | 220182501 | 03/22-SVCS | 04/12/2022 | 422 | LTC 15-003 | 982.50 |
| Streets - LTC Progra | Local Transpo | 250-540-43031 Contractual Services | 77003 | 04/26/2022 | | | |
| | Total NCE: | | | | | | 982.50 |
| **QUILL CORPORATION** | | | | | | | |
| 2090 | QUILL CORPORATION | 24222810 | OFFICE SUPPLIES | 04/04/2022 | 422 | | 4.21 |
| General Services | General Fund | 100-416-42002 Office Supplies | 0 | 04/12/2022 | | | |
| | Total QUILL CORPORATION: | | | | | | 4.21 |
| **SIERRA GEOTECHNICAL SVCS.** | | | | | | | |
| 1876 | SIERRA GEOTECHNICAL SVCS. | 309015 | 03/22-FIELD INSP. | 04/15/2022 | 422 | | 4,670.71 |
| Building Division | General Fund | 100-442-43031 Contractual Services | 0 | 04/26/2022 | | | |
| | Total SIERRA GEOTECHNICAL SVCS.: | | | | | | 4,670.71 |
| **THOMAS PETROLEUM, LLC** | | | | | | | |
| 7891 | THOMAS PETROLEUM, LLC | W06833-IN | DIESEL | 04/13/2022 | 422 | | 23,239.53 |
| | Vehicle Servic | 910-000-13001 Town Yard Gas Inventor | 0 | 04/19/2022 | | | |
| | Total THOMAS PETROLEUM, LLC: | | | | | | 23,239.53 |
| **YOUR MEMBERSHIP.COM, INC.** | | | | | | | |
| 10794 | YOUR MEMBERSHIP.COM, INC. | R56454074 | 04/22-ADVERT | 04/07/2022 | 422 | | 135.00 |
| Building Division | General Fund | 100-442-43130 Advertising & Legal Noti | 0 | 04/26/2022 | | | |
| | Total YOUR MEMBERSHIP.COM, INC.: | | | | | | 135.00 |
| | Total 422: | | | | | | 106,143.91 |
| **AMERIGAS** | | | | | | | |
| 6982 | AMERIGAS | 3136076181/20 | 04/22-TOWN (T) | 04/30/2022 | 522 | | 221.69 |
| General Services | General Fund | 100-416-43404 Public Utilities | 0 | 05/10/2022 | | | |
| 6982 | AMERIGAS | 3136076182/20 | 04/22-TOWN (Y) | 04/30/2022 | 522 | | 13.22 |
| General Services | General Fund | 100-416-43404 Public Utilities | 0 | 05/10/2022 | | | |
| 6982 | AMERIGAS | 3136076184/20 | 04/22-TOWN (R) | 04/30/2022 | 522 | | 25.32 |
| General Services | General Fund | 100-416-43404 Public Utilities | 0 | 05/10/2022 | | | |
| 6982 | AMERIGAS | 3136076186/20 | 04/22-TOWN (S) | 04/30/2022 | 522 | | 13.22 |
| General Services | General Fund | 100-416-43404 Public Utilities | 0 | 05/10/2022 | | | |
| 6982 | AMERIGAS | 3136076189/20 | 04/22-TOWN (T) | 04/30/2022 | 522 | | 410.89 |
| General Services | General Fund | 100-416-43404 Public Utilities | 0 | 05/10/2022 | | | |

| 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 | | | |
| 6982 | AMERIGAS | 3136076191/20 | 04/22-TOWN (U) | 04/30/2022 | 522 | | 193.76 |
| General Services | General Fund | 100-416-43404 Public Utilities | | 0 05/10/2022 | | | |
| 6982 | AMERIGAS | 3136076193/20 | 04/22-SUITE Z | 04/30/2022 | 522 | | 217.28 |
| General Services | General Fund | 100-416-43404 Public Utilities | | 0 05/10/2022 | | | |
| Total AMERIGAS: | | | | | | | 1,095.38 |
| **AMES, SHANE** | | | | | | | |
| 18235 | AMES, SHANE | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 Special Operational | | 0 05/03/2022 | | | |
| Total AMES, SHANE: | | | | | | | 20.00 |
| **ASCENT ENVIRONMENTAL, INC.** | | | | | | | |
| 19114 | ASCENT ENVIRONMENTAL, INC | 20210079.01-9 | 03/22-SVCS | 04/27/2022 | 522 | CR 21-001 | 4,772.25 |
| Planning Division | General Fund | 100-440-43031 Contractual Services | | 3190 05/10/2022 | | | |
| Total ASCENT ENVIRONMENTAL, INC.: | | | | | | | 4,772.25 |
| **AT&T MOBILITY** | | | | | | | |
| 8453 | AT&T MOBILITY | 287292079320 | MARCH 2022 | 04/17/2022 | 522 | | 40.74 |
| General Services | General Fund | 100-416-43404 Public Utilities | | 0 05/10/2022 | | | |
| Total AT&T MOBILITY: | | | | | | | 40.74 |
| **AUKEE, CULLEN** | | | | | | | |
| 19131 | AUKEE, CULLEN | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 Special Operational | | 0 05/03/2022 | | | |
| Total AUKEE, CULLEN: | | | | | | | 20.00 |
| **BEST BEST & KRIEGER** | | | | | | | |
| 33 | BEST BEST & KRIEGER | 927452B | 01/22-CEQA | 02/18/2022 | 522 | TTM 21-003 | 1,813.85 |
| Planning Division | General Fund | 100-440-43031 Contractual Services | | 3197 05/03/2022 | | | |
| 33 | BEST BEST & KRIEGER | 927452B | 01/22 CEQA | 02/18/2022 | 522 | TTM 22-002 | 109.00 |
| Planning Division | General Fund | 100-440-43031 Contractual Services | | 3202 05/12/2022 | | | |
| Total BEST BEST & KRIEGER: | | | | | | | 1,922.85 |
| **BIG MOUNTAIN BOTTLED WATER** | | | | | | | |
| 3570 | BIG MOUNTAIN BOTTLED WATE | 1965 | WATER | 04/30/2022 | 522 | | 247.50 |
| General Services | General Fund | 100-416-42030 Special Operational | | 0 05/10/2022 | | | |
| 3570 | BIG MOUNTAIN BOTTLED WATE | 1965 | WATER-PD | 04/30/2022 | 522 | | 68.75 |
| General Services | General Fund | 100-416-42030 Special Operational | | 0 05/10/2022 | | | |
| Total BIG MOUNTAIN BOTTLED WATER: | | | | | | | 316.25 |
| **BLAIR, CHURCH & FLYNN** | | | | | | | |
| 8066 | BLAIR, CHURCH & FLYNN | 68804 | 02/28-04/03/22-SVCS | 04/12/2022 | 522 | | 832.50 |
| Eng, Public Works & | General Fund | 100-460-43031 Contractual Services | | 0 05/03/2022 | | | |
| Total BLAIR, CHURCH & FLYNN: | | | | | | | 832.50 |
| **BOBCAT OF RENO** | | | | | | | |
| 6344 | BOBCAT OF RENO | P26841 | PARTS | 01/31/2022 | 522 | | 192.09 |
| | Vehicle Servic | 910-000-13003 Town Yard Parts Invento | | 0 05/10/2022 | | | |

| 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 BOBCAT OF RENO: | | | | | | 192.09 |
| **BRADY INDUSTRIES OF CALIFORNIA** | | | | | | | |
| 8686 | BRADY INDUSTRIES OF CALIF | 760786-00 | MAINT SUPPLIES | 04/26/2022 | 522 | | 130.64 |
| Garage Operations | Gas Tax | 210-456-42007 | Maintenance Supplies | 0 05/10/2022 | | | |
| 8686 | BRADY INDUSTRIES OF CALIF | 762844-00 | MAINT SUPPLIES | 04/25/2022 | 522 | | 400.95 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total BRADY INDUSTRIES OF CALIFORNIA: | | | | | | 531.59 |
| **BRITT'S DIESEL & AUTOMOTIVE** | | | | | | | |
| 2559 | BRITT'S DIESEL & AUTOMOTIV | 57881 | PARTS | 05/03/2022 | 522 | | 1,486.68 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total BRITT'S DIESEL & AUTOMOTIVE: | | | | | | 1,486.68 |
| **BROWN'S SUPPLY, INC.** | | | | | | | |
| 41 | BROWN'S SUPPLY, INC. | 33332 | MAINT SUPPLIES | 04/27/2022 | 522 | | 73.26 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| | Total BROWN'S SUPPLY, INC.: | | | | | | 73.26 |
| **CAJA ENVIRONMENTAL SERVICES, LLC** | | | | | | | |
| 19126 | CAJA ENVIRONMENTAL SERVIC | 5096 | 03/28-04/30/22 CEQA | 05/04/2022 | 522 | TTM 22-001 | 5,380.00 |
| Planning Division | General Fund | 100-440-43031 | Contractual Services | 3185 05/10/2022 | | | |
| | Total CAJA ENVIRONMENTAL SERVICES, LLC: | | | | | | 5,380.00 |
| **CARDNO INC.** | | | | | | | |
| 18602 | CARDNO INC. | 330695 | SR 203/MAIN ST CROSSWALK | 04/27/2022 | 522 | CAP 22-007 | 890.00 |
| Capital Projects - Oth | Capital Project | 300-531-43031 | Contractual Services | 43614 05/11/2022 | | | |
| | Total CARDNO INC.: | | | | | | 890.00 |
| **CARDNO, INC.** | | | | | | | |
| 18743 | CARDNO, INC. | 330652 | LAUREL MTN RD REHAB | 04/26/2022 | 522 | CAP 22-003 | 60,003.35 |
| Capital Projects - Oth | Capital Project | 300-531-43031 | Contractual Services | 43609 05/11/2022 | | | |
| | Total CARDNO, INC.: | | | | | | 60,003.35 |
| **CASELLE INC.** | | | | | | | |
| 10606 | CASELLE INC. | 117002 | JUNE 2022 | 05/01/2022 | 522 | | 3,281.00 |
| Information Systems | General Fund | 100-418-45050 | Equipment Maint Agree | 0 05/10/2022 | | | |
| | Total CASELLE INC.: | | | | | | 3,281.00 |
| **CASHMAN EQUIPMENT CO.** | | | | | | | |
| 49 | CASHMAN EQUIPMENT CO. | INCS0371534 | PARTS | 05/03/2022 | 522 | | 2,003.00- |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| 49 | CASHMAN EQUIPMENT CO. | INCS0371535 | PARTS | 05/03/2022 | 522 | | 2,583.54- |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| 49 | CASHMAN EQUIPMENT CO. | INPS3565679 | PARTS | 05/09/2022 | 522 | | 191.54 |
| | | [Does not exist] | | 0 05/10/2022 | | | |

| 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 CASHMAN EQUIPMENT CO.: | | | | | | 4,395.00- |
| **CEPEDA, LUIS** | | | | | | | |
| 6911 | CEPEDA, LUIS | 04/28/22 | MEAL ALLOWANCE | 05/04/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/10/2022 | | | |
| | Total CEPEDA, LUIS: | | | | | | 20.00 |
| **CHUCK VILLAR CONSTRUCTION INC.** | | | | | | | |
| 7277 | CHUCK VILLAR CONSTRUCTIO | 21133 | 04/22-BLUFFS | 05/03/2022 | 522 | | 1,974.24 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 7277 | CHUCK VILLAR CONSTRUCTIO | 21134 | 04/22-PARK & RIDE | 05/03/2022 | 522 | | 1,127.67 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 7277 | CHUCK VILLAR CONSTRUCTIO | 21135 | 04/22-JUNIPER RIDGE | 05/03/2022 | 522 | | 1,817.74 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 7277 | CHUCK VILLAR CONSTRUCTIO | 21136 | 04/22-SAWMILL CUT OFF/SDY R | 05/03/2022 | 522 | | 400.56 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 7277 | CHUCK VILLAR CONSTRUCTIO | 21137 | 04/22-LIBRARY | 05/03/2022 | 522 | | 217.12 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 7277 | CHUCK VILLAR CONSTRUCTIO | 21138 | 04/22-TESLA PARK & RIDE | 05/03/2022 | 522 | | 289.49 |
| Town Council | General Fund | 100-410-43031 | Contractual Services | 0 05/10/2022 | | | |
| | Total CHUCK VILLAR CONSTRUCTION INC.: | | | | | | 5,826.82 |
| **CONSTRUCTION SPECIALTY, INC.** | | | | | | | |
| 683 | CONSTRUCTION SPECIALTY, IN | 17246 | TRUCKING CHGS | 01/13/2022 | 522 | | 1,170.00 |
| Snow Removal | Gas Tax | 210-452-43031 | Contractual Services | 0 05/03/2022 | | | |
| | Total CONSTRUCTION SPECIALTY, INC.: | | | | | | 1,170.00 |
| **CREATIVE BUS SALES, INC.** | | | | | | | |
| 6623 | CREATIVE BUS SALES, INC. | XA113004666: | PARTS | 04/26/2022 | 522 | | 290.74 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| 6623 | CREATIVE BUS SALES, INC. | XA113004861: | PARTS | 05/03/2022 | 522 | | 1,355.37 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| | Total CREATIVE BUS SALES, INC.: | | | | | | 1,646.11 |
| **CXTEC** | | | | | | | |
| 19189 | CXTEC | 7142706 | LIVESCAN | 04/29/2022 | 522 | | 190.00 |
| Police Services | General Fund | 100-420-43031 | Contractual Services | 0 05/10/2022 | | | |
| | Total CXTEC: | | | | | | 190.00 |
| **DEPT OF JUSTICE** | | | | | | | |
| 1775 | DEPT OF JUSTICE | 577829 | 04/22-FINGERPRINT | 05/04/2022 | 522 | | 96.00 |
| Human Resources | General Fund | 100-417-43140 | Recruiting & Other HR | 0 05/10/2022 | | | |
| | Total DEPT OF JUSTICE: | | | | | | 96.00 |
| **DIMAS, JESSE** | | | | | | | |
| 18507 | DIMAS, JESSE | 04/28/22 | MEAL ALLOWANCE | 05/04/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/10/2022 | | | |

| 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 DIMAS, JESSE: | | | | | | | 20.00 |
| **DO-IT CENTER** | | | | | | | |
| 5476 | DO-IT CENTER | 65192 | MAINT SUPPLIES | 03/16/2022 | 522 | | 150.30 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 5476 | DO-IT CENTER | 67965 | MAINT SUPPLIES | 04/21/2022 | 522 | | 41.80 |
| Whitmore Pool & Re | General Fund | 100-434-45080 | Park Grounds & Bldgs | 56118 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68215 | MAINT SUPPLIES | 04/25/2022 | 522 | | 10.66 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68273 | MAINT SUPPLIES | 04/26/2022 | 522 | | 36.78 |
| Street Maintenance | Gas Tax | 210-450-42022 | Street Maintenance Sup | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68280 | MAINT SUPPLIES | 04/26/2022 | 522 | | 38.15 |
| Parks, Bldgs & Trails | General Fund | 100-438-45080 | Park Grounds & Bldgs | 60020 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68316 | MAINT SUPPLIES | 04/26/2022 | 522 | | 12.78 |
| Whitmore Pool & Re | General Fund | 100-434-45080 | Park Grounds & Bldgs | 56118 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68347 | MAINT SUPPLIES | 04/26/2022 | 522 | | 5.13 |
| Parks, Bldgs & Trails | General Fund | 100-438-45080 | Park Grounds & Bldgs | 60023 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68427 | MAINT SUPPLIES | 04/27/2022 | 522 | | 35.87 |
| Police Services | General Fund | 100-420-42007 | Maintenance Supplies | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68462 | MAINT SUPPLIES | 04/27/2022 | 522 | | 25.66 |
| Parks, Bldgs & Trails | General Fund | 100-438-45080 | Park Grounds & Bldgs | 60020 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68476 | MAINT SUPPLIES | 04/27/2022 | 522 | | 24.21 |
| Police Services | General Fund | 100-420-42007 | Maintenance Supplies | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68564 | MAINT SUPPLIES | 04/28/2022 | 522 | | 30.69 |
| Parks, Bldgs & Trails | General Fund | 100-438-45080 | Park Grounds & Bldgs | 60020 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68568 | MAINT SUPPLIES | 04/28/2022 | 522 | | 6.78 |
| Street Maintenance | Gas Tax | 210-450-42007 | Maintenance Supplies | 0 05/03/2022 | | | |
| 5476 | DO-IT CENTER | 68912 | MAINT SUPPLIES | 05/03/2022 | 522 | | 28.98 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 5476 | DO-IT CENTER | 68972 | MAINT SUPPLIES | 05/04/2022 | 522 | | 57.19 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 5476 | DO-IT CENTER | 69016 | MAINT SUPPLIES | 05/04/2022 | 522 | | 31.97 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 5476 | DO-IT CENTER | 69077 | MAINT SUPPLIES | 05/05/2022 | 522 | | 11.32 |
| Police Services | General Fund | 100-420-42007 | Maintenance Supplies | 0 05/10/2022 | | | |
| 5476 | DO-IT CENTER | 69089 | MAINT SUPPLIES | 05/05/2022 | 522 | | 234.63 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 5476 | DO-IT CENTER | 69436 | MAINT SUPPLIES | 05/09/2022 | 522 | | 21.30 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 5476 | DO-IT CENTER | 69469 | MAINT SUPPLIES | 05/10/2022 | 522 | | 29.08 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 5476 | DO-IT CENTER | 69651/1 | MAINT SUPPLIES | 05/12/2022 | 522 | | 13.93 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| Total DO-IT CENTER: | | | | | | | 847.21 |
| **EASTERN SIERRA ENGINEERING, PC.** | | | | | | | |
| 18740 | EASTERN SIERRA ENGINEERIN | 220415 | 04/22-SVCS | 05/04/2022 | 522 | | 7,860.00 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| Total EASTERN SIERRA ENGINEERING, PC.: | | | | | | | 7,860.00 |
| **EASTERN SIERRA PROPANE** | | | | | | | |
| 5323 | EASTERN SIERRA PROPANE | 3955180302-A | VOO DOO CHUTE | 04/30/2022 | 522 | | 215.01 |
| Snow Removal | Gas Tax | 210-452-43404 | Public Utilities | 0 05/10/2022 | | | |

| 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 EASTERN SIERRA PROPANE: | | | | | | 215.01 |
| **ENNIS-FLINT, INC** | | | | | | | |
| 19019 | ENNIS-FLINT, INC | 427618 | ROAD PAINT | 04/20/2022 | 522 | | 25,475.77 |
| Street Maintenance | Gas Tax | 210-450-42025 | Traffic Safety Supplies | 0 05/10/2022 | | | |
| 19019 | ENNIS-FLINT, INC | 427619 | ROAD PAINT | 04/20/2022 | 522 | | 12,840.68 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total ENNIS-FLINT, INC: | | | | | | 38,316.45 |
| **eSCRIBE SOFTWARE LTD.** | | | | | | | |
| 18986 | eSCRIBE SOFTWARE LTD. | US-1101 | LICENSES | 04/01/2022 | 522 | | 750.00 |
| Information Systems | General Fund | 100-418-48900 | Computer Software - Ca | 0 05/10/2022 | | | |
| | Total eSCRIBE SOFTWARE LTD.: | | | | | | 750.00 |
| **FEDERAL EXPRESS CORP** | | | | | | | |
| 717 | FEDERAL EXPRESS CORP | 7-740-30179 | SHIPPING CHGS | 04/29/2022 | 522 | | 42.54 |
| Police Services | General Fund | 100-420-42005 | Postal Supplies & Posta | 0 05/10/2022 | | | |
| | Total FEDERAL EXPRESS CORP: | | | | | | 42.54 |
| **FEDERAL SIGNAL CORPORATION** | | | | | | | |
| 3963 | FEDERAL SIGNAL CORPORATI | 8021631 | PARTS | 05/02/2022 | 522 | | 589.79 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| | Total FEDERAL SIGNAL CORPORATION: | | | | | | 589.79 |
| **FELKEL CONSTRUCTION** | | | | | | | |
| 18990 | FELKEL CONSTRUCTION | 2022-86 | 04/22-SNOW SHOVELING - NVB | 05/02/2022 | 522 | | 125.83 |
| Snow Removal | North Village | 857-452-43031 | Contractual Services | 0 05/03/2022 | | | |
| 18990 | FELKEL CONSTRUCTION | 2022-86 | 04/22-SNOW SHOVELING - GEN | 05/02/2022 | 522 | | 240.52 |
| | General Fund | 100-452-43031 | Contractual Services | 0 05/05/2022 | | | |
| | Total FELKEL CONSTRUCTION: | | | | | | 366.35 |
| **FIGUEROA, SALVADORE** | | | | | | | |
| 18759 | FIGUEROA, SALVADORE | 04/28/22 | MEAL ALLOWANCE | 05/04/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/10/2022 | | | |
| | Total FIGUEROA, SALVADORE: | | | | | | 20.00 |
| **FRONTIER COMMUNICATIONS** | | | | | | | |
| 10869 | FRONTIER COMMUNICATIONS | 04/22-3636 | 04/22-PD | 05/01/2022 | 522 | | 155.65 |
| Police Services | General Fund | 100-420-43404 | Public Utilities | 0 05/10/2022 | | | |
| 10869 | FRONTIER COMMUNICATIONS | 04/22-7493 | 04/22-TOWN | 04/28/2022 | 522 | | 56.91 |
| General Services | General Fund | 100-416-43404 | Public Utilities | 0 05/10/2022 | | | |
| | Total FRONTIER COMMUNICATIONS: | | | | | | 212.56 |
| **GARNICA, VICTOR** | | | | | | | |
| 18535 | GARNICA, VICTOR | 04/28/22 | MEAL ALLOWANCE | 05/04/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/10/2022 | | | |

| 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 GARNICA, VICTOR: | | | | | | 20.00 |
| **HAMEL CONTRACTING, INC.** | | | | | | | |
| 18301 | HAMEL CONTRACTING, INC. | PROGRESS P | CRC MOBILITY HUB | 05/10/2022 | 522 | CAP 21-003 | 264,929.98 |
| Capital Projects - Oth | Capital Project | 300-531-43031 | Contractual Services | 46409 05/10/2022 | | | |
| | Total HAMEL CONTRACTING, INC.: | | | | | | 264,929.98 |
| **HASTINGS, ROY** | | | | | | | |
| 10698 | HASTINGS, ROY | 050122-10 | HOME LONG TERM MONITORIN | 05/01/2022 | 522 | | 1,000.00 |
| Housing Progs & Pla | General Fund | 100-445-43031 | Contractual Services | 0 05/10/2022 | | | |
| 10698 | HASTINGS, ROY | 050821-4 | HOME LONG TERM MONITORIN | 05/08/2022 | 522 | | 9,000.00 |
| Housing Progs & Pla | General Fund | 100-445-43031 | Contractual Services | 0 05/10/2022 | | | |
| | Total HASTINGS, ROY: | | | | | | 10,000.00 |
| **HIGH COUNTRY LUMBER** | | | | | | | |
| 830 | HIGH COUNTRY LUMBER | 076676 | MAINT SUPPLIES | 04/18/2022 | 522 | | 19.70 |
| Whitmore Pool & Re | General Fund | 100-434-45080 | Park Grounds & Bldgs | 56118 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 65834 | MAINT SUPPLIES | 10/26/2021 | 522 | | 10.33 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 73733 | MAINT SUPPLIES | 02/25/2022 | 522 | | 12.92 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 76000 | MAINT SUPPLIES | 04/05/2022 | 522 | | 24.05 |
| Parks, Bldgs & Trails | General Fund | 100-438-45080 | Park Grounds & Bldgs | 60022 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 76696 | MAINT SUPPLIES | 04/18/2022 | 522 | | 10.04 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 77399 | MAINT SUPPLIES | 04/27/2022 | 522 | | 156.60 |
| Street Maintenance | Gas Tax | 210-450-42022 | Street Maintenance Sup | 0 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 77543 | MAINT SUPPLIES | 04/28/2022 | 522 | | 7.53 |
| Whitmore Pool & Re | General Fund | 100-434-45080 | Park Grounds & Bldgs | 60020 05/03/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 77875 | MAINT SUPPLIES | 05/02/2022 | 522 | | 32.30 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 830 | HIGH COUNTRY LUMBER | 78326 | STAPLER POWERSHOT | 05/09/2022 | 522 | | 35.33 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total HIGH COUNTRY LUMBER: | | | | | | 308.80 |
| **HOME LUMBER COMPANY** | | | | | | | |
| 5594 | HOME LUMBER COMPANY | 53595 | WOOD | 04/25/2022 | 522 | | 3,178.98 |
| Street Maintenance | Gas Tax | 210-450-45224 | Street Sign Replacemen | 0 05/10/2022 | | | |
| | Total HOME LUMBER COMPANY: | | | | | | 3,178.98 |
| **HOT CREEK AVIATION, LLC** | | | | | | | |
| 6335 | HOT CREEK AVIATION, LLC | JUNE 2022 | HANGAR RENTAL | 05/01/2022 | 522 | | 6,169.66 |
| Airport Admin & Ops | Airport | 220-471-45010 | Facility Lease | 0 05/10/2022 | | | |
| | Total HOT CREEK AVIATION, LLC: | | | | | | 6,169.66 |
| **INYO CRUDE, INC.** | | | | | | | |
| 2713 | INYO CRUDE, INC. | 3860 | DIESEL | 04/25/2022 | 522 | | 16,643.70 |
| | Vehicle Servic | 910-000-13001 | Town Yard Gas Inventor | 0 05/03/2022 | | | |
| 2713 | INYO CRUDE, INC. | 3861 | GASOLINE | 04/25/2022 | 522 | | 24,122.11 |
| | Vehicle Servic | 910-000-13001 | Town Yard Gas Inventor | 0 05/03/2022 | | | |

| 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 INYO CRUDE, INC.: | | | | | | 40,765.81 |
| **JIM CHARLON FORD, INC.** | | | | | | | |
| 19138 | JIM CHARLON FORD, INC. | 58680 | PARTS | 05/10/2022 | 522 | | 371.99 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total JIM CHARLON FORD, INC.: | | | | | | 371.99 |
| **JK ARCHITECTURE ENGINEERING** | | | | | | | |
| 18241 | JK ARCHITECTURE ENGINEERI | 6584 | 04/22-SVCS OMR & MAIN ST LA | 05/09/2022 | 522 | | 4,861.84 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total JK ARCHITECTURE ENGINEERING: | | | | | | 4,861.84 |
| **KIMBALL-MIDWEST** | | | | | | | |
| 4812 | KIMBALL-MIDWEST | 9663727 | PARTS | 02/28/2022 | 522 | | 1,250.59 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total KIMBALL-MIDWEST: | | | | | | 1,250.59 |
| **KNORR SYSTEMS, INC** | | | | | | | |
| 18390 | KNORR SYSTEMS, INC | SI238257 | POWER SUPPLY | 04/20/2022 | 522 | | 514.65 |
| Whitmore Pool & Re | General Fund | 100-434-42009 | Pool Supplies | 56118 05/03/2022 | | | |
| | Total KNORR SYSTEMS, INC: | | | | | | 514.65 |
| **LEMUS, BRIAN** | | | | | | | |
| 19130 | LEMUS, BRIAN | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| | Total LEMUS, BRIAN: | | | | | | 20.00 |
| **MALDONADO, FERNANDO** | | | | | | | |
| 7688 | MALDONADO, FERNANDO | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| | Total MALDONADO, FERNANDO: | | | | | | 20.00 |
| **MAMMOTH BUSINESS ESSENTIALS** | | | | | | | |
| 18730 | MAMMOTH BUSINESS ESSENTI | 8621 | SHIPPING CHGS | 04/30/2022 | 522 | | 83.38 |
| Police Services | General Fund | 100-420-42005 | Postal Supplies & Posta | 0 05/10/2022 | | | |
| 18730 | MAMMOTH BUSINESS ESSENTI | 8653 | NAME PLATES | 04/30/2022 | 522 | | 137.38 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total MAMMOTH BUSINESS ESSENTIALS: | | | | | | 220.76 |
| **MAMMOTH HOSPITAL** | | | | | | | |
| 7376 | MAMMOTH HOSPITAL | 210019865 | MEDICAL EXAM | 04/01/2022 | 522 | | 190.50 |
| Police Services | General Fund | 100-420-43031 | Contractual Services | 0 05/10/2022 | | | |
| | Total MAMMOTH HOSPITAL: | | | | | | 190.50 |
| **MAMMOTH LAKES CHAMBER OF COMMERCE** | | | | | | | |
| 2279 | MAMMOTH LAKES CHAMBER O | 2810 | JULY 2022 PARADE BARRICAD | 05/03/2022 | 522 | | 400.00 |
| Police Services | General Fund | 100-420-43130 | Advertising & Legal Noti | 0 05/10/2022 | | | |

| 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 MAMMOTH LAKES CHAMBER OF COMMERCE: | | | | | | 400.00 |
| **MAMMOTH READY MIX** | | | | | | | |
| 6605 | MAMMOTH READY MIX | 26074 | CEMENT | 04/30/2022 | 522 | | 417.75 |
| Street Maintenance | Gas Tax | 210-450-45228 Road, Curbs, Gutter Re | | 0 05/10/2022 | | | |
| 6605 | MAMMOTH READY MIX | 26082 | CEMENT | 04/30/2022 | 522 | | 727.13 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total MAMMOTH READY MIX: | | | | | | 1,144.88 |
| **MAMMOTH SPA CREATIONS** | | | | | | | |
| 19143 | MAMMOTH SPA CREATIONS | 119028 | POOL SUPPLIES | 04/28/2022 | 522 | | 59.25 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total MAMMOTH SPA CREATIONS: | | | | | | 59.25 |
| **MARCELLO & COMPANY, CPAS RALPH A. MARCEL** | | | | | | | |
| 8474 | MARCELLO & COMPANY, CPAS | PROGRESS BI | AIRPORT PFC AUDIT | 05/01/2022 | 522 | | 2,500.00 |
| Finance | General Fund | 100-415-43100 Audit Services | | 0 05/10/2022 | | | |
| | Total MARCELLO & COMPANY, CPAS RALPH A. MARCEL: | | | | | | 2,500.00 |
| **MARTINEZ, FEDIRICO** | | | | | | | |
| 18775 | MARTINEZ, FEDIRICO | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 Special Operational | | 0 05/03/2022 | | | |
| | Total MARTINEZ, FEDIRICO: | | | | | | 20.00 |
| **MEAD & HUNT, INC.** | | | | | | | |
| 18549 | MEAD & HUNT, INC. | 330367 | 03/22-MMH PFC ADMIN | 04/14/2022 | 522 | | 1,379.04 |
| Airport Admin & Ops | Airport | 220-471-43031 Contractual Services | | 0 05/10/2022 | | | |
| | Total MEAD & HUNT, INC.: | | | | | | 1,379.04 |
| **MERIDIAN COURT CONDOMINIUM ASSOC.** | | | | | | | |
| 18792 | MERIDIAN COURT CONDOMINI | MER11629-MA | 550 MONO ST I101 | 05/01/2022 | 522 | | 251.70 |
| Facilities Maintenanc | General Fund | 100-464-43404 Public Utilities | | 0 05/10/2022 | | | |
| 18792 | MERIDIAN COURT CONDOMINI | MER11629-MA | 550 MONO ST F203 | 05/01/2022 | 522 | | 251.70 |
| Facilities Maintenanc | General Fund | 100-464-43404 Public Utilities | | 0 05/10/2022 | | | |
| 18792 | MERIDIAN COURT CONDOMINI | MER11629-MA | 550 MONO ST G101 | 05/01/2022 | 522 | | 317.48 |
| Facilities Maintenanc | General Fund | 100-464-43404 Public Utilities | | 0 05/10/2022 | | | |
| 18792 | MERIDIAN COURT CONDOMINI | MER17727-MA | 550 MONO ST C201 | 05/01/2022 | 522 | | 251.70 |
| Facilities Maintenanc | General Fund | 100-464-43404 Public Utilities | | 0 05/10/2022 | | | |
| | Total MERIDIAN COURT CONDOMINIUM ASSOC.: | | | | | | 1,072.58 |
| **MISSION LINEN SUPPLY, INC** | | | | | | | |
| 6482 | MISSION LINEN SUPPLY, INC | 516975473 | UNIFORM | 05/05/2022 | 522 | | 41.25 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 6482 | MISSION LINEN SUPPLY, INC | 516975474 | UNIFORM | 05/05/2022 | 522 | | 93.12 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total MISSION LINEN SUPPLY, INC: | | | | | | 134.37 |

| 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 | | | |
| **MOLINA JANITORIAL SERVICE** | | | | | | | |
| 8617 | MOLINA JANITORIAL SERVICE | 5951 | APRIL 2022 | 05/04/2022 | 522 | | 1,556.63 |
| Airport Admin & Ops | Airport | 220-471-43031 | Contractual Services | 0 05/10/2022 | | | |
| Total MOLINA JANITORIAL SERVICE: | | | | | | | 1,556.63 |
| **MORRIS, PATRICK** | | | | | | | |
| 18774 | MORRIS, PATRICK | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| Total MORRIS, PATRICK: | | | | | | | 20.00 |
| **MORROW, ZEKE** | | | | | | | |
| 18172 | MORROW, ZEKE | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| Total MORROW, ZEKE: | | | | | | | 20.00 |
| **NELSON, JOSEPH** | | | | | | | |
| 18758 | NELSON, JOSEPH | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| Total NELSON, JOSEPH: | | | | | | | 20.00 |
| **QUILL CORPORATION** | | | | | | | |
| 2090 | QUILL CORPORATION | 1735869 | OFFICE SUPPLIES | 04/19/2022 | 522 | | 4.21- |
| General Services | General Fund | 100-416-42002 | Office Supplies | 0 05/03/2022 | | | |
| 2090 | QUILL CORPORATION | 4590787 | OFFICE SUPPLIES | 04/19/2022 | 522 | | 162.06 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| Total QUILL CORPORATION: | | | | | | | 157.85 |
| **RESERVE ACCOUNT** | | | | | | | |
| 127 | RESERVE ACCOUNT | 11464716-APR | APRIL 2022 POSTAGE | 05/02/2022 | 522 | | 757.00 |
| General Services | General Fund | 100-416-42005 | Postal Supplies & Posta | 0 05/10/2022 | | | |
| Total RESERVE ACCOUNT: | | | | | | | 757.00 |
| **RICH ENVIRONMENTAL SERVICE STATION SVCS** | | | | | | | |
| 10132 | RICH ENVIRONMENTAL SERVIC | 90243 | APRIL 2022 | 04/20/2022 | 522 | | 100.00 |
| Garage Operations | Gas Tax | 210-456-43031 | Contractual Services | 0 05/10/2022 | | | |
| Total RICH ENVIRONMENTAL SERVICE STATION SVCS: | | | | | | | 100.00 |
| **SIERRA SECURITY SYS, INC.** | | | | | | | |
| 5362 | SIERRA SECURITY SYS, INC. | 13761 | LONG TERM EVIDENCE INSTAL | 04/15/2022 | 522 | | 1,898.75 |
| Police Services | General Fund | 100-420-43031 | Contractual Services | 0 05/10/2022 | | | |
| Total SIERRA SECURITY SYS, INC.: | | | | | | | 1,898.75 |
| **SILVER STATE INTERNATIONAL TRUCKS** | | | | | | | |
| 35 | SILVER STATE INTERNATIONAL | R201009065:0 | PARTS | 02/08/2022 | 522 | | 160.31 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| 35 | SILVER STATE INTERNATIONAL | X201069149.0 | PARTS | 03/03/2022 | 522 | | 2,050.68 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/03/2022 | | | |

| 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 | | | |
| 35 | SILVER STATE INTERNATIONAL | X201069329:0 | PARTS | 03/04/2022 | 522 | | 67.34- |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/03/2022 | | | |
| 35 | SILVER STATE INTERNATIONAL | X201070960:0 | PARTS | 03/23/2022 | 522 | | 12,894.03 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| 35 | SILVER STATE INTERNATIONAL | X201073228:0 | PARTS | 04/18/2022 | 522 | | 1,724.00 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| 35 | SILVER STATE INTERNATIONAL | X201073302:0 | PARTS | 04/19/2022 | 522 | | 1,259.29 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| 35 | SILVER STATE INTERNATIONAL | X201073626:0 | PARTS | 04/19/2022 | 522 | | 175.13 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| 35 | SILVER STATE INTERNATIONAL | X201073937:0 | PARTS | 04/21/2022 | 522 | | 143.73 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 35 | SILVER STATE INTERNATIONAL | X201074323:0 | PARTS | 04/26/2022 | 522 | | 231.51 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| Total SILVER STATE INTERNATIONAL TRUCKS: | | | | | | | 18,571.34 |
| **SOUTHERN CALIF EDISON** | | | | | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-1134 | 04/22-ICE RINK | 04/28/2022 | 522 | | 1,312.51 |
| Multi-Use Facility | Fractional Mell | 858-436-43404 | Public Utilities | 56120 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-1725 | 04/22-PWM | 04/27/2022 | 522 | | 333.19 |
| Snow Removal | Gas Tax | 210-452-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-3004 | 04/22-LIGHTS | 05/02/2022 | 522 | | 1,389.63 |
| Snow Removal | Gas Tax | 210-452-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-4416 | 04/22-PWM | 05/04/2022 | 522 | | 112.15 |
| Snow Removal | Gas Tax | 210-452-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-4494 | 04/22-PWM | 04/28/2022 | 522 | | 3,434.52 |
| Garage Operations | Gas Tax | 210-456-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-6190 | 04/22-MINARET RD | 04/22/2022 | 522 | | 23.84 |
| Snow Removal | North Village | 857-452-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-6190 | 04/22-MERIDIAN | 04/22/2022 | 522 | | 343.61 |
| Parks, Bldgs & Trails | Fractional Mell | 858-438-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-6190 | 04/22-PROMENADE | 04/22/2022 | 522 | | 226.06 |
| Snow Removal | Gas Tax | 210-452-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-7029 | 04/22-CRK RST | 05/04/2022 | 522 | | 255.24 |
| Parks, Bldgs & Trails | General Fund | 100-438-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-7351 | 04/22-PWM | 04/22/2022 | 522 | | 344.48 |
| Snow Removal | Gas Tax | 210-452-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-7919 | 04/22-REC | 05/02/2022 | 522 | | 13.78 |
| General Services | General Fund | 100-416-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-8520 | 04/22-PARK & RIDE | 05/04/2022 | 522 | | 99.70 |
| Snow Removal | Gas Tax | 210-452-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-8559 | 04/22-PD | 05/04/2022 | 522 | | 949.58 |
| Police Services | General Fund | 100-420-43404 | Public Utilities | 0 05/10/2022 | | | |
| 145 | SOUTHERN CALIF EDISON | 04/22-8889 | 04/22-BIKE TRAIL ST LIGHTS | 04/27/2022 | 522 | | 49.10 |
| Snow Removal | Gas Tax | 210-452-43404 | Public Utilities | 0 05/10/2022 | | | |
| Total SOUTHERN CALIF EDISON: | | | | | | | 8,887.39 |
| **STEVE'S AUTO & TRUCK PARTS** | | | | | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 050089 | PARTS | 04/25/2022 | 522 | | 14.22 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 050125 | PARTS | 04/26/2022 | 522 | | 43.32- |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| 1221 | STEVE'S AUTO & TRUCK PART | 50081 | PARTS | 04/25/2022 | 522 | | 89.53- |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |

| 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 STEVE'S AUTO & TRUCK PARTS: | | | | | | 118.63- |
| **STOVER SEED COMPANY** | | | | | | | |
| 6240 | STOVER SEED COMPANY | 0887331 | SEED | 04/28/2022 | 522 | | 913.14 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total STOVER SEED COMPANY: | | | | | | 913.14 |
| **SUDDENLINK** | | | | | | | |
| 10002 | SUDDENLINK | MAY 2022 PAR | 05/22-PARKS | 05/01/2022 | 522 | | 5.39 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 10002 | SUDDENLINK | MAY 2022 PW | 05/22-PWM | 05/01/2022 | 522 | | 123.36 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| | Total SUDDENLINK: | | | | | | 128.75 |
| **SUN RIDGE SYSTEMS, INC.** | | | | | | | |
| 6588 | SUN RIDGE SYSTEMS, INC. | 7031 | PROPERTY ROOM TRAINING | 05/02/2022 | 522 | | 900.00 |
| Police Services | General Fund | 100-420-43150 | Training, Ed, Conf & Mtg | 0 05/10/2022 | | | |
| | Total SUN RIDGE SYSTEMS, INC.: | | | | | | 900.00 |
| **TITAN CONSTRUCTION SUPPLY INC.** | | | | | | | |
| 6057 | TITAN CONSTRUCTION SUPPL | 15403360-00 | MAINT SUPPLIES | 04/28/2022 | 522 | | 135.72 |
| Parks, Bldgs & Trails | General Fund | 100-438-45080 | Park Grounds & Bldgs | 60012 05/03/2022 | | | |
| | Total TITAN CONSTRUCTION SUPPLY INC.: | | | | | | 135.72 |
| **TRANSUNION RISK & ALTERNATIVE** | | | | | | | |
| 10413 | TRANSUNION RISK & ALTERNA | APRIL 2022 | CREDIT CHECK-PD | 05/01/2022 | 522 | | 150.00 |
| Police Services | General Fund | 100-420-43031 | Contractual Services | 0 05/10/2022 | | | |
| | Total TRANSUNION RISK & ALTERNATIVE: | | | | | | 150.00 |
| **TURF STAR, INC.** | | | | | | | |
| 5852 | TURF STAR, INC. | 7224712-00 | PARTS | 05/03/2022 | 522 | | 449.28 |
| | Vehicle Servic | 910-000-13003 | Town Yard Parts Invento | 0 05/10/2022 | | | |
| | Total TURF STAR, INC.: | | | | | | 449.28 |
| **VARGAS, PAT** | | | | | | | |
| 6627 | VARGAS, PAT | 05/01/22 | MEAL ALLOWANCE | 05/02/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/03/2022 | | | |
| | Total VARGAS, PAT: | | | | | | 20.00 |
| **WALLACE ENVIRONMENTAL CONSULTI, INC.** | | | | | | | |
| 18591 | WALLACE ENVIRONMENTAL C | 05-10-22.MMH. | TERMINAL AREA DEV PLAN | 05/10/2022 | 522 | | 415.00 |
| Airport Admin & Ops | Airport | 220-471-43031 | Contractual Services | 0 05/10/2022 | | | |
| | Total WALLACE ENVIRONMENTAL CONSULTI, INC.: | | | | | | 415.00 |
| **WEST, QWINA** | | | | | | | |
| 18760 | WEST, QWINA | 04/28/22 | MEAL ALLOWANCE | 05/04/2022 | 522 | | 20.00 |
| Snow Removal | Gas Tax | 210-452-42030 | Special Operational | 0 05/10/2022 | | | |

| 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 WEST, QWINA: | | | | | | 20.00 |
| **WESTERN NEVADA SUPPLY CO.** | | | | | | | |
| 155 | WESTERN NEVADA SUPPLY CO | 59223210 | MAINT SUPPLIES | 04/19/2022 | 522 | | 9,089.79 |
| Whitmore Pool & Re | General Fund | 100-434-43031 Contractual Services | 56118 | 05/03/2022 | | | |
| | Total WESTERN NEVADA SUPPLY CO.: | | | | | | 9,089.79 |
| **WILLDAN** | | | | | | | |
| 18417 | WILLDAN | 002-26230 | PLAN CHECK BP 19-00840 CRC | 04/06/2022 | 522 | | 770.00 |
| | | [Does not exist] | | 0 05/03/2022 | | | |
| | Total WILLDAN: | | | | | | 770.00 |
| **XEROX CORPORATION** | | | | | | | |
| 234 | XEROX CORPORATION | 016142234 | 04/22-ADMIN | 05/01/2022 | 522 | | 182.46 |
| General Services | General Fund | 100-416-46010 Equipment Lease | | 0 05/10/2022 | | | |
| | Total XEROX CORPORATION: | | | | | | 182.46 |
| **ZEE MEDICAL SERVICE CO. #34** | | | | | | | |
| 252 | ZEE MEDICAL SERVICE CO. #3 | 34--058141 | MEDICAL SUPPLIES | 05/10/2022 | 522 | | 874.40 |
| Garage Operations | Gas Tax | 210-456-43031 Contractual Services | | 0 05/10/2022 | | | |
| 252 | ZEE MEDICAL SERVICE CO. #3 | 34-058142 | MEDICAL SUPPLIES | 05/10/2022 | 522 | | 223.18 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 252 | ZEE MEDICAL SERVICE CO. #3 | 34-058144 | MEDICAL SUPPLIES | 05/10/2022 | 522 | | 463.51 |
| Human Resources | General Fund | 100-417-42030 Special Operational | | 0 05/10/2022 | | | |
| 252 | ZEE MEDICAL SERVICE CO. #3 | 34-058146 | MEDICAL SUPPLIES | 05/10/2022 | 522 | | 318.96 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 252 | ZEE MEDICAL SERVICE CO. #3 | 34-058153 | MEDICAL SUPPLIES | 05/10/2022 | 522 | | 366.96 |
| | | [Does not exist] | | 0 05/10/2022 | | | |
| 252 | ZEE MEDICAL SERVICE CO. #3 | 34-058154 | MEDICAL SUPPLIES | 05/10/2022 | 522 | | 26.94 |
| Airport Admin & Ops | Airport | 220-471-43031 Contractual Services | | 0 05/10/2022 | | | |
| | Total ZEE MEDICAL SERVICE CO. #34: | | | | | | 2,273.95 |
| **ZOLL MEDICAL CORP.** | | | | | | | |
| 18910 | ZOLL MEDICAL CORP. | 3490257 | MEDICAL SUPPLIES | 04/20/2022 | 522 | | 323.25 |
| Police Services | General Fund | 100-420-42002 Office Supplies | | 0 05/10/2022 | | | |
| | Total ZOLL MEDICAL CORP.: | | | | | | 323.25 |
| | Total 522: | | | | | | 521,827.13 |
| | Grand Totals: | | | | | | 627,971.04 |

| 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 | | | |

Signature: SANDRA MOBERLY Sandra Moberly Date 5.12.22

Signature: JAMIE GRAY Jamie Gray Date 5/12/22

Approval: STEPHANIE TRUJILLO Stephanie Trujillo Date 5/12/22

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}

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Agreement between the Town of Mammoth Lakes and Mammoth Lakes Recreation.

**Council Meeting Date: 5/18/2022**

**Prepared by:** Daniel C. Holler, Town Manager

**Recommended Motion:** Approve the FY22-23 Agreement between the Town of Mammoth Lakes and Mammoth Lakes Recreation.

**Summary:**
The proposed FY22-23 agreement between the Town and Mammoth Lakes Recreation (MLR) is provided for consideration and adoption. Funding for MLR is at the same level as FY21-22 ($90,500). The scope of services is similar with the same core program areas with some minor updates to details on deliverables. The scope of work and deliverables reflect the information presented and discussion between MLR and Town Council held on March 30, 2022. The MLR Board considered the proposed agreement on May 3, 2022, and supported the agreement with only minor, non-substantive edits. The proposed agreement for FY22-23 is attached for review and is recommended for approval.

**TOWN OF MAMMOTH LAKES SERVICES AGREEMENT BETWEEN THE TOWN OF MAMMOTH LAKES AND MAMMOTH LAKES RECREATION (MLR)**

## 1. PARTIES AND DATE.

This Agreement is made and entered into effective as of July 1, 2022, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite R, Mammoth Lakes, California, 93546 ("Town") and Mammoth Lakes Recreation, a California nonprofit public benefit corporation, with its principal place of business at P.O. Box 8562 Mammoth Lakes CA, 93546 ("Contractor"). Town and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

## 2. RECITALS.

### 2.1 Contractor.

Contractor desires to perform and assume responsibility for certain services pertaining to recreation, required by the Town on the terms and conditions set forth in this Agreement.

### 2.2 Sources of Funding.

Contractor acknowledges that all of the funds to be provided to Contractor by Town pursuant to this Agreement are public funds, that some or all of such funds are restricted in the uses to which they may be put, and that the expenditure of such funds by the Contractor is restricted in the same manner as if the Town was expending the funds. This includes but is not limited to funds from Town tax Measures R and U.

## 3. TERMS.

### 3.1 Scope of Services and Term.

3.1.1 Scope of Services. Contractor promises and agrees to furnish to the Town all labor, materials, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and deliverables as provided for in Exhibit A.

3.1.2 Term. The term of this Agreement shall commence on July 1, 2022 and expire on June 30, 2023. Notwithstanding the foregoing, this Agreement may be terminated as provided herein. The term of this Agreement may be extended by mutual agreement for up to two one-year terms based on same terms and conditions provided herein, provided that the scope of services and deliverables may be updated for each extension.

3.1.3 No Limitation on Other Activities. Nothing in this Agreement shall be deemed to prevent Contractor from engaging in other work or activities beyond those set forth

herein, either on its own initiative or at the behest of other parties, provided that Town shall not be required to fund any such work or activities. No funds received from Town shall be used to secure such work or to pay for work that is not within Contractor's scope of services hereunder and in compliance with restrictions on Town revenue sources, including but not limited to funds from Measures R and U.

**3.2 Responsibilities of Contractor.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Town and shall at all times be under Contractor's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 [reserved]

3.2.3 Town's Representative. The Town hereby designates the Town Manager or designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town but not the authority to change the total compensation due to Contractor under this Agreement. Contractor shall not accept direction or orders from any person representing the Town other than the Town Manager or Town Council.

3.2.4 Contractor's Representative. Contractor may designate an employee to act as its representative for the performance of this Agreement ("Contractor's Representative"). In the absence of designating an employee, the Board Chair is designated as Contractor's Representative. Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.5 Coordination of Services. Contractor agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, contractors and other staff at reasonable times.

3.2.6 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.7 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.8 Insurance:

3.2.8.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subcontractor has secured all insurance required under this section. Contractor shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

3.2.8.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, or the exact equivalent, and shall be no less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than $1,000,000 combined limit for each occurrence. This provision shall apply to vehicles owned and operated by MLR. MLR employees shall maintain at a minimum, the State required insurance on any personal vehicles used in the course of work.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. This section shall apply only to those activities engaged in that require such insurance. The Town and Contractor will review such needs on a case-by-case basis.

3.2.8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.8.2(A), Commercial General Liability shall be endorsed to provide the following:

(1) Additional Insured: Contractor agrees to endorse the third party general liability coverage required herein to include as additional insured the Town, its officials, employees and agents, using standard ISO endorsement No. CG 2010. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Services contemplated by this Agreement to do likewise.

(B) The policy or policies of insurance required by Section 3.2.8.2(C), Workers' Compensation, shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

3.2.8.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the

indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.8.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.8.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the parties indemnified by Section 3.5.8.1 in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.8.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.8.8 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.8.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.8.10 Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Town as an Additional Insured to the subcontractor's policies. Contractor shall provide to Town satisfactory evidence as required under Section 3.2.8.1 of this Agreement.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury

or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### 3.3 Compensation and Accounting.

3.3.1 Compensation. Town shall compensate Contractor in the amount of $90,500 to be paid at a rate of $22,625 per quarter, with payment due in July, October, January and April of the Town's fiscal year (July 1 to June 30). Contractor shall submit an invoice for payment by the 15th of the previous month. This compensation is provided for the delivery of the scope of services and specified deliverables as provided for in Exhibit A. Town may, in its sole discretion, provide Contractor with office space for one employee at no charge to assist Contractor in providing the services and specified deliverables as provided herein and to enhance coordination with Town employees.

3.3.2 Reimbursement for Expenses. The compensation provided for in this Agreement constitutes the total compensation to be provided to Contractor. Contractor shall not be granted additional reimbursement for any expenses.

3.3.3 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Contractor perform Extra Work to be agreed upon in writing between the parties in exchange for additional compensation to be agreed upon between the parties. As used herein, "Extra Work" means any work which is determined by Town to be necessary or desirable, but which is not set forth in Exhibit A or offset by reduction in other services. Contractor shall not perform, nor be compensated for Extra Work without written authorization from the Town. The parties may agree to extra work that has other funding sources such as grants, donations, from other agencies. Extra work may be agreed to by the parties as provided for in Exhibit A.

### 3.4 Contracting, Conflicts of Interest, Transparency and Harassment.

3.4.1. Public Contracting Requirements. Contractor shall comply with all bidding and contracting requirements applicable to public entities in general and/or to the Town in particular in the course of awarding subcontracts or procuring goods and services pursuant to this Agreement, to the same extent as the Town would be required to comply if the Town itself were undertaking such activities. Such requirements include, without limitation: (i) the requirements of Public Contract Code Section 20160 et seq regarding competitive bidding for "public projects" in

excess of $5,000; (ii) the requirements of Labor Code Section 1720 et seq regarding payment of prevailing wages for "public works" projects in excess of $1,000; (iii) the provisions of Government Code Section 4525 et seq regarding procurement of engineering, environmental, and certain other types of professional services; and (iv) the provisions of the Mammoth Lakes Municipal Code regarding procurement and expenditures of funds, as they may be amended. Contractor shall maintain records evidencing its compliance with all applicable requirements for a period of five years after each expenditure of funds received from the Town, and shall provide Town with copies of such records not less than four times annually (approximately quarterly) and otherwise upon request.

3.4.2 Conflicts of Interest. Contractor, and its board members and employees, shall fully comply with the provisions of the California Political Reform Act regarding conflicts of interest, and with such regulations as may be adopted by any government agency to implement and enforce the Political Reform Act, to the same extent as such statutes and regulations apply to the Town. No member of Contractor's board of directors may participate in the review or recommendations of Measure R or Measure U restricted funds if that member or the member's immediate family serves on the board of an organization, or is employed by an organization, which has submitted an application for Measure R or Measure U funding, or that may be affected by the recommendation(s) made by Contractor to the Town Council for consideration. Specific conflict standards for Contractor's board and staff shall be defined in an adopted conflict of interest policy.

3.4.3 Ethics Training. Contractor shall cause its board members and employees to obtain the training in ethics and laws governing local governments required by Government Code Section 53234 et seq as if Contractor provides compensation or reimbursement to its board members, regardless of whether Contractor actually does so.

3.4.4 Brown Act and Public Records Act. At all times during the term of this Agreement, Contractor's board of directors shall comply fully with the Ralph M. Brown Act, Government Code Section 54950 et seq. Contractor's obligation hereunder shall not be limited to complying with the Brown Act with respect to the Services, but rather such obligations shall apply to all activities of Contractor and/or its board during the term of this Agreement. Contractor shall comply with the California Public Records Act (PRA) (Government Code Section 6250 et seq).

3.4.5 Harassment Training. Contractor's management staff and board shall attend similar harassment and ethics training as required of Town elected officials and management staff at least every two years and within six months of taking on their respective position. Such training shall be received by attending Town or other governmental agency sponsored training or a similar online training program. Documentation of training shall be maintained by Contractor. Contractor shall notify the Town Clerk of any board vacancy and the name(s) of all new board members.

**3.5 General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to

Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Town, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause, which shall consist solely of a breach by Town that remains uncured following thirty (30) day notice from Contractor to Town specifying the nature of the alleged breach. Contracts entered into by Contractor which: (i) are supported by Measure R or Measure U funds; (ii) are for a project or service which was approved through the public recommendation process by the Town Council; and (iii) had funds allocated to them, will be recognized by the Town and honored to the extent possible through the term of this Agreement if this Agreement is terminated without cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request. All unexpended Town funds provided to the Contractor will be returned to the Town. In the event Contractor ceases to exist, all unexpended Town funds held by Contractor will be returned to the Town and any equipment and/or materials purchased with such funds.

3.5.1.3 Replacement Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

| | |
|---|---|
| Contractor: | Mammoth Lakes Recreation<br>P.O. Box 8562<br>Mammoth Lakes, CA 93546<br>**ATTN: Executive Director/Board Chair** |
| Town: | Town of Mammoth Lakes<br>P.O. Box 1609<br>437 Old Mammoth Rd., Suite 230<br>Mammoth Lakes, CA 93546<br>**ATTN: Town Manager** |

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Town, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential.

3.5.4 Clerking Support and Board Meetings. As additional compensation to Contractor, Town shall, at its own expense, provide clerking support services to include preparation of agendas, clerking meetings, preparing minutes and coordination of compliance with the above laws and similar support for standing committees that are subject to the Brown Act. All of Contractor's public meetings shall be held in the Town Council Chambers and broadcast though the system used by Town for its public meetings, which may include cable TV government channel broadcasting, or other electronic means unless there is a conflict for meeting space and meetings cannot be rescheduled. Notwithstanding the foregoing, Contractor may conduct its meetings online to the extent Town itself is allowed to do so by a gubernatorial executive order or legislative act and shall comply with any requirements imposed on the conduct of such meetings.

3.5.5 No Monetary Damages. Contractor acknowledges that Town would not have entered into this Agreement if it were to be subject to liability for monetary damages. Accordingly, Contractor hereby waives any right to seek or obtain monetary damages from the Town in connection with any actual or alleged breach of this Agreement by Town. Contractor's remedy for a breach by Town shall be limited to seeking specific performance or other injunctive relief.

3.5.6 Cooperation; Further Acts. The Parties shall fully cooperate with one

another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.7 Attorney's Fees. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.8 Indemnification.

3.5.8.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses.

3.5.8.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Town's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.8.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials, officers, employees, agents, or volunteers.

3.5.9 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Mono County.

3.5.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.12 Town's Right to Employ Other Contractors. Town reserves the right to employ other Contractors to provide services of any kind.

3.5.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.14 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.15 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.16 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.17 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.18 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.20 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the

term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.21 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.22 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.23 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.24 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.6 Subcontracting.**

3.6.1 To the extent that Contractor subcontracts any portion of the work required by this Agreement, each such subcontract shall contain a provision making it subject to all provisions stipulated in this Agreement.

**TOWN OF MAMMOTH LAKES**

By: _____
Daniel C. Holler
Town Manager

*Attest:*

By: _____
Jamie Gray, Town Clerk

*Approved as to Form:*

By: _____
Andrew Morris, Town Attorney

**MAMMOTH LAKES RECREATION**

By: _____
Craig Albright, Board President

By: _____
Tamara Bankson, Secretary

EXHIBIT A
Scope of Services and Deliverables FY22-23

***Stewardship and Implementation of Outdoor Recreation, Arts and Culture***

1) Support for Mammoth Lakes Trail System
   a) Weekly coordination to optimize Measure R resources and link TOML to regional efforts: MLTS Coordination meeting, Town/MLR/MLTS/MLTPA. Meetings are used to coordinate work programs and activities.
   b) Coordination Meetings attended may be limited based on the needs of the Town.
2) Support Adopt-A-Trail program.
3) Assist in trailhead planning effort
4) Coordinate work program with Town Office of Outdoor Recreation.

***Communications and Outreach***

1) Regular public communications on sustainable outdoor recreation opportunities in and around Mammoth Lakes.
2) Community Stakeholder Meetings: Convene Community meetings (two – four per year) to inform and update a diverse recreational audience on recreation related projects and programs in coordination with Town staff.
3) Prepare Webpages for TOML Projects and Programs.
   a) Develop, host and maintain webpages for TOML projects and programs as defined under current MLTS work program, including but not limited:
      i) Sherwins Area Trails and Trailhead,
      ii) Shady Rest Inyo Craters,
      iii) Lakes Basin Connector Trails, and
      iv) Adopt A Trail
      v) MLR will maintain general MLTS and MTC information
   b) Measure R and U allocations information (application, process, documents, partners and awardees)

***Management of Advisory Committees and Funding Recommendations***

1) Mammoth Trails Committee
   a) Convene up to six (6) meetings annually to provide fiscal and operational recommendations to Town, including budget updates, in coordination with Town staff
2) Allocations Committee
   a) Conduct at least one public hearing on the proposed allocation and use of Measure U funds
   b) Conduct at least one public meeting (or hearing) on the proposed allocation and use of Measure R funds
   c) Convene at least one (1) but no more than four (4) public meetings for review and recommended allocations of Measure U funds
   d) Conduct public meeting(s) on the specific allocations of Measure R and/or U funds for special projects.
   e) Conduct public meetings on the proposed use of non-committed reserve funds.
3) Provide recommendations to the Town Council for all uses of Measure R and U funds following the public hearing/meeting process.
4) Measure U and Measure R Grant Awards
   a) Provide staff assistance to Measure U applicants ensuring applications are complete and align with restricted use of these funds.
   b) Work with awardees to leverage grant award and review after-event performance reports.
5) Collaborate with TOML to review and update Measure R & U allocation process as needed.

***Town Updates***

1. Advise the Town Council, Commissions and staff on recreational projects and programs outside of Town recreation programs and on arts and culture opportunities through regular reports at meetings.
2. Provide information to Town staff, Council and Commissions on MLR work programs and progress on implementation of scope of work.

***Additional Contracted Services***

1) The Town may request extra work outside of the scope of services provided herein which will require the following:
   a) MLR to provide a proposal estimating the hours required to complete the work,
   b) The overall time frame in which the work will be completed,
   c) The impact on achieving the scope of services provided herein, and
   d) Other requirements to determine the ability of MLR to perform the work.
2) Compensation for extra work will be paid at a rate of $60.00 per hour. Payment will be made based on invoices documenting the hours worked and services provided.

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Discussion of draft deliverables for the Mammoth Lakes Housing contract.

**Council Meeting Date:** 5/18/2022

**Prepared by:** Sandra Moberly, Community and Economic Development Director

**Recommended Motion:** Staff recommends that the Town Council review the draft deliverables for the Mammoth Lakes Housing contract and provide comments and direction as necessary.

**Summary:** The Town and partners created Mammoth Lakes Housing (MLH) for housing-related services in 2002. Mammoth Lakes Housing has performed a number of services on the Town's behalf including grant management and program implementation, deed restriction design/household qualifications/ongoing stewardship, public outreach/education, as well as affordable housing development of 82 rental units and 48 ownership units.

On July 7, 2021, the Town Council discussed the MLH contract and approved a one-year contract which expires on June 30, 2022 (Attachment 1). When the Town Council approved the MLH contract, they provided direction to Town staff to seek out additional housing programs and determine the level of support needed from MLH for the new housing programs. Since execution of the 21/22 contract, MLH has pursued other contract work, grant applications such as the HomeKey hotel conversion project, and has obtained funding for Access Apartments project (238 Sierra Manor Road). Additionally, the Town has solidified the Housing Now! Program and has provided the Council with updates over the past several months on the program goals and accomplishments.

During the recent housing-related Town Council meetings the Council has provided direction to staff to develop a list of deliverables for the MLH contract that are more succinct and oriented to specific housing focus areas. The focus areas identified by the Council include creation and preservation of deed restricted units, maintain appropriate wait lists for housing units, bring more grant money to Mammoth Lakes, provide real estate services, and provide housing services and information to the community. Staff has taken the direction provided by Council and has drafted a more succinct list of deliverables for the MLH contract (Attachment 2).

Upon receipt of Town Council comments during this meeting, staff will finalize the deliverables and contract and bring the item back to Council for approval. Staff has provided the draft deliverables to MLH for consideration by their Contract Committee and Board. We will include comments from the MLH Board and Contract Committee for Council consideration. We anticipate that this will occur in June depending on the timing of the MLH review.

# TOWN OF MAMMOTH LAKES AGREEMENT BETWEEN THE TOWN OF MAMMOTH LAKES AND MAMMOTH LAKES HOUSING FOR HOUSING ADMINISTRATIVE, DEVELOPMENT, AND SUPPORT SERVICES

## 1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July, 2021, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite 230, Mammoth Lakes, California, 93546 ("Town") and Mammoth Lakes Housing, a California Nonprofit Public Benefit Corporation, with its principal place of business at 587 Old Mammoth Road, #4, PO BOX 260, Mammoth Lakes, CA 93546 ("Contractor"). Town and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

## 2. RECITALS.

### 2.1 Contractor.

Contractor is a California non-profit public benefit corporation established for the purpose of acquiring and developing reasonably priced housing for the resident worker population of the greater Mammoth Lakes area. The further purposes of the Contractor include managing, facilitating the ownership or rental of such housing, promoting the need for reasonable priced housing for resident workers, as well as assisting and encouraging other entities, both public and private, in the development and acquisition of housing for this purpose. Contractor desires to perform and assume responsibility for the provision of certain professional housing consulting services required by the Town on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional housing consulting services to public clients, is licensed in the State of California, and is familiar with the related plans of Town.

### 2.2 Project.

Town desires to engage Contractor to render such professional housing services as set forth in this Agreement.

## 3. TERMS.

### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Town all the services described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2021 to June 30, 2022, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Responsibilities of Contractor.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Town and shall at all times be under Contractor's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Substitution of Key Personnel. Contractor has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. The key personnel for performance of this Agreement are as follows: Patricia Robertson, Executive Director. Should Ms. Robertson become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Contractor cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement. Contractor shall notify the Town of any proposed changes to the key personnel for performance of this Agreement. Notwithstanding anything to the contrary, the Town agrees and acknowledges that nothing herein shall restrict the Contractor from employing additional personnel to provide the Services under the contract as it deems reasonable, so long as Ms. Robertson continues to be the key personnel for the performance of this Agreement.

3.2.3 Town's Representative. The Town hereby designates Daniel C. Holler, Town Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation subject to the provisions contained in Section 3.3 of this Agreement. If and to the extent the Town enlarges the Scope of Work under this Agreement, all work performed under the expanded Scope of Work shall be considered Extra Work as defined herein and will be billed by the Contractor on an hourly basis. Contractor shall not accept direction or orders from any person other than the Town Manager, as Town's Representative or his/her designee.

3.2.4 Contractor's Representative. Contractor hereby designates Patricia Robertson, Executive Director, or his/her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full

authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.5 Coordination of Services. Contractor agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, Contractors and other staff at all reasonable times, subject to the Schedule of Services to be agreed to by the parties.

3.2.6 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.7 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.8 Insurance.

3.2.8.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subcontractor has secured all insurance required under this section.

3.2.8.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: To the extent applicable, Contractor shall provide either (1) a Personal Automobile Liability policy for the Contractor's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2(A), Commercial General Liability, shall be endorsed to provide the following:

(1) Additional Insured: Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds Town, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.

(B) The policy or policies of insurance required by Section 3.2.10.2(C), Workers' Compensation, shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified

parties.

3.2.8.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.8.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.8.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.8.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.8.8 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Services because of production lost during suspension. Contractor shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

3.2.8.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.8.10 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under Contractor's policies, or Contractor shall be responsible for

causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Town as an Additional Insured to the Subcontractor's policies. Contractor shall provide to Town satisfactory evidence as required under Section 3.2.8.1 of this Agreement.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

**3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation for all Services rendered under this Agreement as set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed eighty-four thousand ($84,000) per quarter ($28,000/month) without written approval of the Town Council or Town Manager as applicable, subject to exceptions and terms of Exhibit B related to additional payments. Extra Work may be authorized, as described below, and if authorized, will be billed by the Contractor on an hourly basis at an agreed upon amount.

3.3.2 Payment of Compensation. Contractor shall submit monthly invoices. Town shall pay all undisputed amounts within 30 days of the receipt of each invoice.

3.3.3 Reimbursement for Expenses. Other than as specified in Exhibit B and subject to the terms of Section 3.3.4, the compensation provided for in this agreement constitutes the total compensation to be provide to Contractor. Other than as specified in Exhibit B, the Contractor shall not be granted additional reimbursement for any expenses.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Contractor perform Extra Work, defined to mean any work not specifically identified in the Services, in exchange for additional compensation to be agreed upon between Town and Contractor and billed by the Contractor on an hourly basis. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the agreed upon task, service or project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall identify any work requested by Town that Contractor believes to be Extra Work, prior to undertaking any such work. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

**3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data,

documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**3.5 General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Town, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:
Mammoth Lakes Housing
587 Old Mammoth Road, #4
PO BOX 260
Mammoth Lakes, CA 93546
ATTN: Patricia Robertson, Executive Director

Town:
Town of Mammoth Lakes
PO Box 1609
437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546
ATTN: Daniel C. Holler, Town Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. Subject to the rights and restrictions of vendors and subcontractors, this Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). The term Documents & Data shall specifically exclude licenses, sublicenses, copies, use of databases or software acquired by MLH or its subcontractors. Contractor shall request all subcontractors to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor will make best efforts to obtain legal rights to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

3.5.3.2 Confidential Information. The Town agrees and acknowledges that Contractor is subject to the California Public Records Act. The Town shall have access to the information kept by the Contractor associated with the Contractor's performance under this Agreement. The Town shall refrain from releasing information provided to Town by Contractor that Contractor claims is exempt from disclosure under the California Public Records Act ("Contractor Information") unless the Town's legal counsel determines that the release of such information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Town shall notify Contractor of its intention to release the Contractor Information ("Release Notice").

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Brown Act, Public Records Act, Conflict of Interest and Harassment Training and Compliance. At all times during the term of this Agreement and for all Services performed under the Agreement, the Contractor and Contractor's board of directors shall comply fully with the Ralph M. Brown Act, Government Code Section 54950 et seq. Contractor's obligation hereunder shall not be limited to complying with the Brown Act with respect to the Services, but rather such obligations shall apply to all activities of Contractor and/or its board during the term of this Agreement. Contractor will comply with the California Public Records Act (PRA) Government Code Section 6250 et seq. Contractor's board members and staff shall comply

with the provisions of the Political Reform Act and the related regulations adopted by the Fair Political Practices Commission. Contractor staff and board members shall attend similar harassment and ethics training as required of elected officials, at least every two years and within six months of taking on their respective positions. Contractor shall notify the Town Clerk of any Board vacancy and the name(s) of all new Board members. To assist in meeting these requirements the Town will provide administrative support to Contractor. All confidential records not subject to the Public Records Act will be held and maintained confidentially by the Contractor.

3.5.6.1 Clerking Support Services. The Town, with costs funded from the Housing Reserve, will provide clerking support services to include preparation of agendas, clerking meetings, and preparing minutes in compliance with the above laws and similar support for standing committees that are subject to the Brown Act. All public meetings will be held in the Council Chambers and broadcast though the Granicus system, which may include cable TV government channel broadcasting, unless there is a conflict for meeting space and meetings cannot be rescheduled.

3.5.7 Indemnification.

3.5.7.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services under this contract are subject to Civil Code Section 2782.8, the above indemnity shall be limited and shall not apply, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Town.

3.5.7.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Town's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Mono County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.11 Town's Right to Employ Other Contractors. Town reserves the right to employ other Contractors in connection with this Project.

3.5.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.13 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared

invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.19 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.20 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of Town's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.21 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.6 Subcontracting.**

3.6.1 Subject to Provisions. To the extent that Contractor subcontracts any portion of the work required by this Agreement, each such subcontract shall contain a provision as applicable making it subject to all provisions stipulated in this Agreement.

**TOWN OF MAMMOTH LAKES**

By: _____
Bill Sauser, Mayor

**MAMMOTH LAKES HOUSING**

By: _____
Kirk A. Stapp, President

*Attest:*

By: _____
Jamie Gray
Town Clerk

*Approved as to Form:*

By: _____
Andrew Morris
Town Attorney

**EXHIBIT "A"**
**SCOPE OF SERVICES & DELIVERABLES**

**EXHIBIT "A"**
**SCOPE & DELIVERABLES**
**Fiscal Years (FY 21-22)**
**(July 2021 – June 2022)**

The following defines specific work products or deliverables required of Mammoth Lakes Housing ("MLH"). Specific deliverables build off the general scope of services and the ongoing work program of MLH. Based on new opportunities, priorities may shift accordingly, provided that MLH shall remain responsible for delivering the work products and deliverables provided herein unless specifically directed by the Town in writing. The Parties agree that this Exhibit A may be amended by mutual agreement of the parties to include additional deliverables and to define the responsibility, authority, and compensation to achieve those deliverables. MLH acknowledges that some of the deliverables listed below may take priority and agrees that Town shall have full discretion to direct MLH as to the priority for completing the deliverables.

1. Outreach, Marketing and Education - Continue to cultivate relationships with employers and residents by being the "housing resource" for community housing within Mammoth Lakes. This task will implement the recommendations of the CHAP.
    a. Maintain an up-to-date website including governance documents, housing program resources, rental and ownership listings, educational materials, fair housing information, landlord-tenant's rights, and other resources as appropriate
    b. Maintain regular office hours for public assistance and answer calls and walk-ins regarding programs and housing related issues
    c. Outreach to the Mammoth Lakes Board of Realtors, the Chamber, and other community groups including businesses
    d. Provide information to developers
    e. Create and distribute program fliers
    f. Teach homebuyer education classes
    g. Provide other community educational events
    h. Provide Spanish language services and materials

2. Deed Restriction Owner Services –MLH will continue to manage deed restriction on all MLH properties and work with the Town to transition Town monitored deed restrictions to MLH for management. Consolidation of deed restriction administration and single point of contact for owners implements recommendations of the CHAP.
    a. Manage and annually monitor MLH and Town deed restrictions
    b. Work with the Town for transition of Town deed restrictions to MLH over the term of this agreement
    c. Collaborate with owners, lenders, and escrow on refinance subordinations
    d. Assist owners with questions on their agreements
    e. Process capital improvement requests
    f. Respond and process owners intent to transfer property
    g. Prepare replacement deed restrictions and rescind previous agreements
    h. MLH may bill the Town separately for actions to enforce deed restrictions to which the Town is a party, provided that Town has consented in writing to the filing of each such action and that MLH has provided an estimate of the cost of each such

action, including the hourly rates of the attorneys who will be engaged in such action on behalf of MLH. MLH shall not bill the Town for the cost of any action to enforce a deed restriction to which the Town is not a party

i. Upon implementation of the HomeKeeper database software, MLH will provide on an annual basis by April 30th of each year a monitoring compliance report of the deed restricted units to show units in compliance, sales of units, and other pertinent information

3. Revolving Loan Fund (RLF) – As funds become available, utilize the Town's and Mono County's RLF to purchase deed restricted units for resale. Provision of funding to retain deed restricted housing implements recommendation of the CHAP
    a. Use funds from Town's RLF for the purposes specified in Town Council Resolution 13-49, provided that no purchase of real property using RLF funds shall be made without Town's written consent to such purchase
    b. Track availability of the Town's and Mono County's RLF
    c. Coordinate use and pay-off of RLF accounts
    d. Include a promissory note and deed of trust as a part of all RLF purchases
    e. Provide quarterly reports to the Town Council and Mono County Board of Supervisors on the use of the RLF

4. Grants and Loans –MLH will provide required reporting on state and federal grant/loan resources received and provide information and assistance on achieving future grants that will implement recommended action items of the CHAP and Housing Element. Tasks include:
    a. Annual and Semi-Annual Reports to the State Housing & Community Development Department – complete mandated reporting required by grant funding agencies:
        i. HOME Annual Performance report, HOME Quarterly Program Income report, and HOME Quarterly Grant Performance report(s)
        ii. BEGIN Annual Re-Use Account report
        iii. CDBG Semi Annual Program Income report and CDBG Annual Grant Performance report(s)
        iv. Provide reports to the Town for review at least seven days in advance of the report deadline
        v. Annually monitor Town's homebuyer loan portfolio for program compliance
    b. Prior to the end of each quarter, provide a progress update to the Town on the status of all active grants, including activities funded, number of income qualified persons, marketing and outreach performed, and other pertinent information Town staff will provide a template to MLH for this item.
    c. Track Notices of Funding Availabilities for federal and state grant programs and identify and suggest potential grants for the Town to pursue that correspond to the CHAP and Housing Element action items
    d. Evaluate funding programs
    e. Prepare applications for funding
    f. Research loan programs

g. Grant Revolving Loan Funds (HOME, CDBG, BEGIN)
    i. Administer the re-use of various grant re-use accounts for homebuyer assistance loans
        1. Process homebuyer applications,
        2. Work with clients, agents, lenders, and escrow, and
        3. Track availability of revolving loan fund account balances
h. Ensure compliance with the appropriate program guidelines and assist in the update of program guidelines, as needed
i. Within 30 days of the close of escrow for all homebuyer assistance loans, submit the following to the Town:
    i. Activity Delivery invoice,
    ii. Setup/Completion report (if needed),
    iii. State Funds Request (if needed), and
    iv. Copy of the recorded/executed Deed of Trust, Promissory Note, and Deed Restriction (if needed)
j. Costs of administering grants shall be paid to the extent contemplated by Section 1.c of Exhibit B
k. Continually work with lenders to ensure that the Town's Homebuyer Assistance Programs remain approved
l. Annually monitor the Town's home buyer assistance loan portfolio

5. Rental Management– MLH will continue to manage and upkeep current and any future MLH acquired rental properties and serve as a resource for rentals, which implements recommendations in the CHAP. Tasks include:
    a. Process applications for rental housing waitlist
    b. Coordinate with property manager on vacancies and waitlist management
    c. Communicate with tenants regarding issues, programs, Town Clean Up Day, etc.
    d. Process applications for Kitzbuhl Apartments in compliance with the Town's Rental Restriction
    e. Coordinate with Kitzbuhl Apartments property management on income limits and maximum rents permitted in compliance with the Town's Rental Restriction

6. Real Estate Services – In order to secure and maintain deed restrictions, MLH should provide certain real estate services:
    a. Comply with California Department of Real Estate
    b. Track local real estate market
    c. Execute first options on deed restricted homes
    d. Market deed restricted homes
    e. Maintain CA Brokers License

7. Miscellaneous
    a. Annual apartment count and vacancy report
    b. Participate in the General Plan Housing Element implementation, as requested
    c. Serve as a resource to the Town on housing
    d. Coordinate with the Town as applicable in the development of a GIS based housing tracking/inventory system

e. Participate on the regional Continuum of Care
f. Attend Town meetings including:
    i. Department Head and Town Council, as requested
    ii. Town Council Strategic Planning and NGO alignment sessions
    iii. Town trainings including ethics and harassment training
    iv. By December 15th of each year, MLH will provide to the Town an accounting of expenditures showing the use of Town-provided funding for the previous fiscal year, July 1 to June 30
    v. By June 1 of each year, MLH will provide a presentation on their proposed budget to the Town and how it ties to achieving the scope of work and deliverables provided for in the contract between the Town and MLH

8. General NGO Administration – Administer the Town of Mammoth Lakes Contract and maintain the NGO status
    a. MLH staff timesheets will be available for audit by the Town at a mutually agreeable time, in accordance with Section 3.4.1 of this contract
    b. Provide regular public meeting and materials in compliance with the Brown Act using the Town Council Chambers and eScribe
    c. Maintain MLH as a good standing California public benefit corporation with 501(c)3 exempt status
    d. Annually procure an independent certified audit
    e. Hold periodic Strategic Planning sessions

**EXHIBIT "B"**
**COMPENSATION**

**EXHIBIT "B"**
**COMPENSATION**

**Section 1**: Payments and Financial Accounting and Reporting

a) The Town shall pay to Mammoth Lakes Housing (MLH) the sum of $84,000 per quarter ($28,000/month) beginning July 1, 2021, unless adjusted as provided for herein. Payment will be made on a quarterly basis during the term of this Agreement. Payments are not to exceed $336,000 per fiscal year, unless specifically approved by the Town Council. Extra Work may be authorized, as allowed under Section 3.3 of the Agreement, and if authorized, will be billed by the Contractor on an hourly basis at an agreed upon amount.

b) MLH shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

c) In addition to the payments under Section 1.a above, the Town agrees to pay MLH the administrative and activity delivery funds allowed in all housing related grants received by the Town, including CDBG, HOME, HELP Begin, etc. as mutually agreed upon through applicable subrecipient agreements. MLH acknowledges that Town may refuse to enter into subrecipient agreements that do not permit Town to retain a portion of the administrative funds to support the Town's administrative costs.

d) For the term of this agreement MLH may carry over not more than 15% of the payments received from Town in one fiscal year to the next fiscal year to assist in meeting cash flow needs of MLH (an "Administrative Carryover"). An Administrative Carryover of any amount in excess of 15% from one fiscal year to the next requires Town approval prior to June 30th and requires the specific use of such funds to be defined and made a part of the deliverables provided for in this Agreement. To the extent MLH performs an unapproved Administrative Carryover of funds, Town shall retain funds that would otherwise be due to MLH in the following fiscal year, in an amount equal to the unapproved Administrative Carryover. Any such funds retained by the Town shall be used for housing-related purposes as determined in the Town's sole discretion. MLH will provide a proposed budget to the Town in May of each fiscal year outlining the use of the payments for the upcoming year along with the expenditures for any Administrative Carryover retained by MLH. In addition to withholding funds as a result of an unapproved Administrative Carryover, the Town may at its sole discretion reduce funding in future years if uncommitted reserves of Administrative Carryovers exceed 25% of the payments made by Town to MLH in any fiscal year. The restrictions in this section do not apply to any funds procured by MLH from sources other than the Town.

e) Funds received from non-Town sources shall be identified and accounted for separately. Separation of sources and uses of funds is necessary to provide accounting of the use of restricted funds in compliance with restrictions placed on funding in connection with state, federal or other grants, funding from other agencies and the Town. Separation of revenues and expenditures will identify and reduce potential Town subsidies of other agency grants and programs. Other Town sources of funds received (i.e. grant funds) will be reviewed and may reduce the amount of allowed carryover or final payment of funds provided herein.

**Section 2**: The Town may, in its sole discretion, provide additional funding to MLH in amounts approved by a resolution of the Town Council. The resolution will set forth the purpose of the funding, the source, any restrictions, and other matters relating thereto. MLH may request additional Town housing restricted funds for specific uses. In addition, third party costs directly arising from enforcement of contractual rights shall be billed to the Town at cost to the extent billing is permitted under Section 3.h of Exhibit A.

**Section 3**. Town funding provided for under this Agreement is for Mammoth Lakes Housing, Inc. only, in order to complete the deliverables outlined in Exhibit A (except as noted), or as approved by the Town Council. It is not intended to be used on behalf of or to offset expenses incurred by activities undertaken by MLH acting in the capacity of a Community Housing Development Organization (CHDO), unless such use of Town funds are expressly approved by the Town Council.

**Section 4**. Ongoing funding is subject to Town Council appropriation and subject to available revenues. In the event that revenues are not available or not appropriated, the Town shall no longer be obligated to make any payments to MLH and MLH shall no longer be required to perform any Services on behalf of the Town. Non-appropriation of funds shall require at least 90-day notice to MLH. To the extent the additional payments are necessary to meet contractual obligations which relate to the defined deliverables provided in this agreement, MLH will need to request these funds with information on the obligations to meet contractual requirements.

**Section 5**. In the event MLH ceases to operate or exist, all unexpended Town funds held by MLH shall be returned to the Town.

**EXHIBIT "A"**

**DELIVERABLES**

**MAMMOTH LAKES HOUSING**

Mammoth Lakes Housing (MLH) implements a number of programs designed to increase the amount of affordable housing and to preserve existing affordable housing in the Town of Mammoth Lakes. MLH works to support and facilitate community housing at all income levels, with the priority being low- to moderate-income levels (50% - 80% AMI levels).

**DELIVERABLES**

1. Continue to provide overall management and support for Mammoth Lakes Housing services and provide housing services and information to community members.
    a. Maintain office hours
    b. Maintain an updated website
        - Provide information on housing related resources and/or services (consider training 'housing ambassadors' or 'ombudsmen' to increase capacity)
2. Provide at least two homebuyer education classes or other training opportunities annually.
3. Creation and preservation of deed restricted units
    a. Partner with the Town to leverage the Revolving Loan Fund (RLF) to preserve deed restricted units
    b. Use the Town Bridge program to add new deed restricted units
    c. Identify funding sources and develop new programs to add affordable deed restricted units (e.g., HomeKey, Access apartments project).
4. Develop and maintain a wait list for both renters and owners, proactively match households with appropriate housing units (affordability level, family size, rental, ownership etc.), and actively market the program to encourage eligible households to get on the waitlist.
5. Seek out and apply for grants to bring more money to produce new housing units in Mammoth Lakes
    a. Traditional funding sources like CDBG, HOME
    b. Non-traditional sources (e.g., Community Reinvestment Act (CRA)),
    c. Actively manage, report, track and promote grant funding
6. Provide Real Estate Services
    a. Buy and sell units for Town affordable housing programs including the Bridge Program and RLF
7. Provide formal updates (a minimum of two per year) to the Town Council on MLH activities with one to outline the coming year's work program.
8. Provide ongoing informal updates as appropriate to Town Council and Town Staff.
9. Submit all documents and invoices (activity delivery, setup/completion, state funds request, deed of trust, promissory note, etc.) on a timely basis.

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Waive the first reading and introduce by title only an Ordinance Adopting a Military Equipment Use Policy Pursuant to Government Code Section 7071 (AB 481).

**Council Meeting Date: 5/18/2022**

**Prepared by:** Al Davis, Chief of Police / Andrew Morris, Town Attorney

**Recommended Motion:** The Mammoth Lakes Police Department recommends Town Council Waive the first reading and introduce by title only an Ordinance Adopting a Military Equipment Use Policy Pursuant to Government Code Section 7071.

**Summary:** On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 requiring law enforcement agencies to obtain approval from the applicable governing body (Town Council) to use any equipment defined as military equipment by AB 481 by adopting a military equipment use policy. AB 481 declares the public has a right to know about any funding, acquisition, or use of military equipment as well as a right to participate in the decision to fund, acquire, or use such equipment. The Mammoth Lakes Police Department is committed to adopting internal processes related to the funding, acquisition, and use of defined military equipment as codified by Government Code sections § 7070, § 7071, and § 7072, which can be found here: https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=7.&title=1.&part=&chapter=12.8.&article=

AB 481 outlines fifteen categories of equipment that is defined as "military equipment," ranging from remote piloted drone or robotic equipment to simunition firearms used only for training purposes. Of these fifteen categories or equipment, the Mammoth Lakes Police Department acquires and has available for use three of the fifteen categories of equipment – two of the three categories of equipment are primarily or solely used for wildlife diversion (Pepperball Launcher and Munitions, Bean-Bag Shotguns and Rounds, Rubber Slugs). The third category of equipment the Mammoth Lakes Police Department will have consists of an unarmed drone.

**ORDINANCE 2022-**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE SECTION 7071 (AB 481)**

**WHEREAS**, Assembly Bill 481 enacted Government Code Sections 7070-7073, establishing certain requirements pertaining to the acquisition and use of "military equipment" by California law enforcement agencies; and

**WHEREAS**, Government Code Section 7070 defines "military equipment" as consisting of 15 categories of items, most of which the Mammoth Lakes Police Department does not have, has never had, and is not likely to have in the foreseeable future (such as tracked armored vehicles or armed aircraft); and

**WHEREAS**, the Mammoth Lakes Police Department does intend to purchase an unarmed drone with camera, and has pepperball launchers and munitions, beanbag shotguns and rounds and rubber slugs used for non-lethal wildlife diversion, which are defined as "military equipment" under Government Code Section 7070; and

**WHEREAS**, Government Code Section 7071 requires the Town Council to adopt by ordinance a "military equipment use policy" in order for the Mammoth Lakes Police Department to, among other things, use its existing "military equipment", acquire new "military equipment" (including replacements for expired or worn out existing equipment), or collaborating with any other law enforcement agency (such as an agency with a mutual aid agreement with the Mammoth Lakes Police Department) that might use "military equipment" in Mammoth Lakes; and

**WHEREAS**, a military equipment use policy has been available on the Mammoth Lakes Police Department's website prior to the reading of this ordinance, pursuant to Government Code Section 7071(b); and

**WHEREAS**, the Town Council held a public meeting in connection with the adoption of this ordinance and has considered this ordinance at an open session at a regular Town Council meeting and provided for public comment in accordance with Government Code Section 54950 et seq, pursuant to Government Code Section 7071(c).

*The Town Council of the Town of Mammoth Lakes Does Ordain as Follows:*

**Section 1.** The recitals above are incorporated herein.

**Section 2.** Pursuant to California Government Code Section 7071(d), the Town Council finds and determines as follows, with respect to Policy 706 – Military Equipment Funding, Acquisition, and Use Policy attached hereto as Exhibit "A" and incorporated herein by reference ("the Policy"):

(A) The military equipment listed in the table in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) When and if replacement items are purchased for the items of military equipment listed in the table in the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior use by the Mammoth Lakes Police Department of items now classified as "military equipment" by Government Code Section 7070 complied with the military equipment use policy that was in effect at the time.

**Section 3.** The Policy is hereby adopted, including the table attached thereto. The Policy, as it may be amended from time to time, shall be made available on the Mammoth Lakes Police Department's website for as long as the Mammoth Lakes Police Department has any military equipment available for use.

**Section 4.** Pursuant to Government Code Section 7071(e), Town staff are directed to bring this ordinance to the Town Council for review "at least annually" so that the Town Council may vote on whether to renew the ordinance and determine whether each type of military equipment has complied with the standards of approval set forth herein and in Government Code Section 7071(d).

**Section 5.** Mammoth Lakes Police Department staff are directed to submit to the Town Council an annual military equipment report for each type of military equipment approved by the Town Council, and to make each such report available on the Mammoth Lakes Police Department website for as long as military equipment is available for use. Each report shall contain the information required by Government Code Section 7072(a). Mammoth Lakes Police Department staff are further directed to hold an annual community engagement meeting pursuant to Government Code Section 7072(b), within 30 days of submitting and releasing the annual military equipment report.

**Section 6.** If any provision of this ordinance or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this ordinance are declared to be severable.

**Section 7.** The Town Clerk is hereby directed to publish this ordinance or a summary thereof in accordance with the law.

PASSED AND ADOPTED by the Town Council of the Town of Mammoth Lakes this 1st day of June 2022.

_____
LYNDA SALCIDO, Mayor

_____
JAMIE GRAY, Town Clerk

# Military Equipment

## 706.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

### 706.1.1 DEFINITIONS

State

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Department.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles. (The Department DOES have items in this category.)
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. (The Department does NOT have items in this category.)
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. (The Department does NOT have items in this category.)
- Tracked armored vehicles that provide ballistic protection to their occupants. (The Department does NOT have items in this category.)
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units. (The Department does NOT have items in this category.)
- Weaponized aircraft, vessels, or vehicles of any kind. (The Department does NOT have items in this category.)
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram. (The Department does NOT have items in this category.)
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition. (The Department does NOT have items in this category.)
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms. (The Department does NOT have items in this category.)
- Any firearm or firearm accessory that is designed to launch explosive projectiles. (The Department does NOT have items in this category.)

- Noise-flash diversionary devices and explosive breaching tools including pepper balls and tear gas. (The Department DOES have items in this category.)
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray. (The Department does NOT have items in this category.)
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs). (The Department does NOT have items in this category.)
- Kinetic energy weapons and munitions, including 40 mm projectile launchers, bean bags, rubber bullets, and specialty impact munition (SIM) weapons. (The Department DOES have items in this category.)
- Any other equipment as determined by a governing body or a state agency to require additional oversight. (The Department does NOT have items in this category.)

## 706.2 POLICY

State

It is the policy of the Mammoth Lakes Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

## 706.3 MILITARY EQUIPMENT COORDINATOR

Best Practice MODIFIED

The Chief of Police shall designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Mammoth Lakes Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

### 706.4 MILITARY EQUIPMENT INVENTORY

State MODIFIED

The following constitutes a list of the “military equipment” for the Department:

See attachment: AB481 Military Equipment Inventory.pdf

The Department shall not obtain any military equipment other than direct replacements for items in the attached list without obtaining specific authorization from the Town Council for the acquisition of such items.

### 706.5 APPROVAL

State

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

### 706.6 COORDINATION WITH OTHER JURISDICTIONS

State

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

### 706.7 ANNUAL REPORT

State MODIFIED

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

## 706.8 COMMUNITY ENGAGEMENT

State

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department shall discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

# Attachments

Copyright Lexipol, LLC 2022/04/14, All Rights Reserved.
Published with permission by Mammoth Lakes Police Department

# AB481 Military Equipment Inventory.pdf

Copyright Lexipol, LLC 2022/04/14, All Rights Reserved.
Published with permission by Mammoth Lakes Police Department

| DESCRIPTION (Military Item Per AB 481) | QUANTITY (Sought or Possessed) | CAPABILITIES | EXPECTED LIFESPAN | PRODUCT DESCRIPTION (MANUFACTURER) | PURPOSE (AUTHORIZED USE) | FISCAL IMPACT (INITIAL & YEARLY) | LEGALRULES | TRAINING (REQUIREMENTS) | COMPLIANCE (OVERSIGHT) | COMPLAINT PROCEDURE |
|---|---|---|---|---|---|---|---|---|---|---|
| **Pepperball Launcher** | Existing: 3 | Less Lethal Force Option | 5-8 Years | Pepperball Inc. | Less Lethal force Compliance<br><br>Wildlife Diversion | Initial: $3000<br><br>Yearly: $200 (Maintenance) | 835a PC & Federal and State Case Law | California Peace Officers Standards & Training Certified Less Lethal Instructor led Training | Use of Force Review, Internal Affairs Investigation - Policy 1010 | MLPD Policy 1010 |
| **Pepperball Munitions** | Existing: 300 | Less Lethal Force Option | 3 Years | Pepperball Inc. | Less Lethal force Compliance<br><br>Wildlife Diversion | Initial: $4200 (Re-Stock)<br><br>Yearly: N/A | 835a PC & Federal and State Case Law | California Peace Officers Standards & Training Certified Less Lethal Instructor led Training | Use of Force Review, Internal Affairs Investigation - Policy 1010 | MLPD Policy 1010 |
| **Bean-Bag Shotguns** | Existing: 4 | Less Lethal Force Option | 30,000 Rounds | Remington | Less Lethal force Compliance<br><br>Wildlife Diversion | Initial: N/A<br><br>Yearly: $250 Maintenance | 835a PC & Federal and State Case Law | California Peace Officers Standards & Training Certified Less Lethal Instructor led Training | Use of Force Review, Internal Affairs Investigation - Policy 1010 | MLPD Policy 1010 |
| **Shotgun Bean-Bag Round** | Existing: 130 | Less Lethal Force Option | 5 Years | Defense Technology Corporation | Less Lethal Force Compliance<br><br>Wildlife Diversion | Initial: $3500 (Re-Stock)<br><br>Yearly: N/A | 835a PC & Federal and State Case Law | California Peace Officers Standards & Training Certified Less Lethal Instructor led Training | Use of Force Review, Internal Affairs Investigation - Policy 1010 | MLPD Policy 1010 |
| **Rubber Slugs Round** | Existing: 350 | Less Lethal Force Option | 5 Years | Lightfield | Less Lethal Force Compliance<br><br>Wildlife Diversion | Initial: $3600 (Re-Stock)<br><br>Yearly: N/A | 835a PC & Federal and State Case Law | California Peace Officers Standards & Training Certified Less Lethal Instructor led Training | Use of Force Review, Internal Affairs Investigation - Policy 1010 | MLPD Policy 1010 |
| **DJI Matrice 30T (Drone)** | Existing: 0<br><br>Sought: 1 | Drone – Remote Piloted | 2-5 Years | DJI Technologies | Enhance MLPD's Mission of Protection of Lives and Property | Initial: $15000 | Federal Aviation Administration Regulations | Initial Pilot Training and Routine In-House Training | Team Supervisor Oversight / Monthly Reporting to Federal Aviation Administration | MLPD Policy 1010 |

# TOWN COUNCIL STAFF REPORT

Title: Fiscal Year 22-23 – Tentative Budget (Manager Recommended).

Meeting Date: May 18, 2022

Prepared by: Rob Patterson, Administrative Services / Finance Director

---

## RECOMMENDATION:

Staff is requesting Council review and comment on tentative budget (Manager Recommended) that will assist staff in preparing the final phase of our FY2-23 budget process. Staff will use direction and additional research to bring a final budget presentation to Council for public hearing and adoption on June 15.

## BACKGROUND:

This report provides information related to the FY22-23 tentative budget (Manager Recommended). This phase of the budget is built on recommendations from Department Heads as well as feedback received from Town Council in the preliminary budget presentation. The preliminary budget presentation on April 27th was more complete than a typical preliminary budget as staff had additional support and time to perform analysis. Staff made minor adjustments to revenue and balancing adjustments to reduce expenditures. Staff has included a list of changes for review during the tentative budget presentation. The tentative budget for the General Fund is in balance with revenue matching expenditures at $27,630,890. The tentative budget is considered largely complete, with only minor adjustments anticipated for the final budget. Staff is confident in the data projected below and the revenue and expenditures forecast.

## ANALYSIS:

### Labor / Staff Updates

Labor is the largest expense of the Town's budget covering salaries, health insurance, comprehensive leave, and retirement expenses. The Town is currently negotiating with the two public safety bargaining units and has made appropriate adjustments based on expected outcomes. The remaining bargaining units are in the final year of contract with a negotiated contract increase of 2.5% for the final year of the contract. In addition to scheduled salary range increases, some employees earn merit increases, 5% per adjustment, while within the range of their salary. In addition, staff reviews cost increases for certain benefits to make sure anticipated increases are captured during the budget process. All salary adjustments are anticipated and captured within this budget.

In addition to the adjustments noted above, this budget contains funding staff positions that were vacant for most of FY21-22, hired late in the fiscal year, and new positions requested for service expansion. Below is a brief statement on each of these additions with a brief explanation on the position description and task assignments. Staff positions represent an ongoing effort to establish

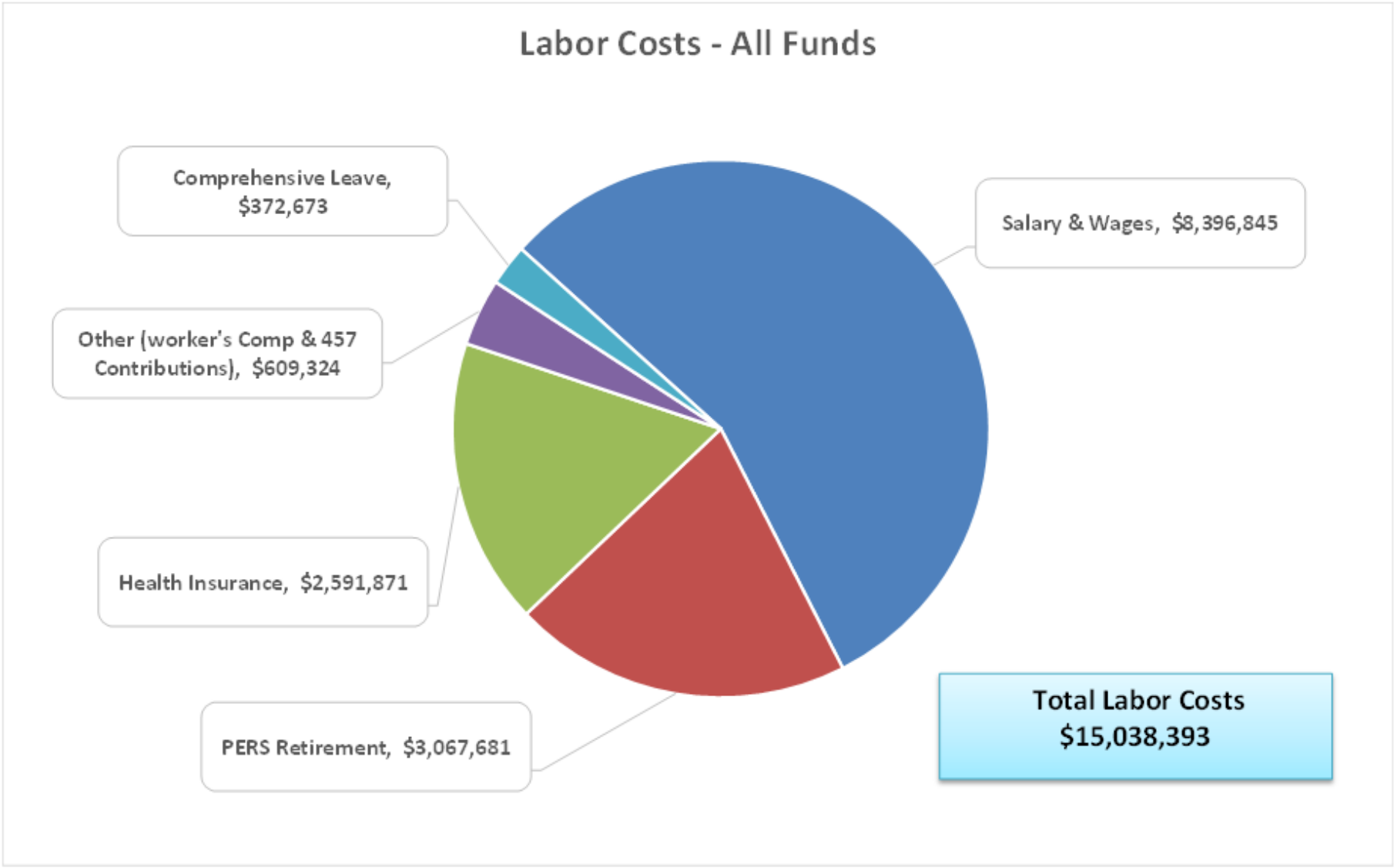
stable staffing levels to meet core services and in some instances are the result of expanded services like opening the Community Recreation Center (CRC) and Edison Theater. This has been an ongoing process over the past few years.

The overall purpose of the Office of Outdoor Recreation is to enhance the quality of user experience, to provide sustainable operations, to develop effective partnerships with federal land managers, to protect natural resources for future generations, and to improve public services provided through the Town of Mammoth Lakes. This synergy will result in improved recreational resources and experiences.

## Labor Costs - All Funds

| Item | | FY22-23 Budget Total | | FY21-22 Budget Total | Variance by Item |
|---|---|---|---|---|---|
| Salary & Wages | $ | 8,396,845 | $ | 7,649,643 | 9.77% |
| PERS Retirement | $ | 3,067,681 | $ | 2,305,296 | 12.43% |
| Health Insurance | $ | 2,591,871 | $ | 2,863,462 | 7.13% |
| Other (worker's Comp | $ | 609,324 | $ | 282,336 | 32.00% |
| Comprehensive Leave | $ | 372,673 | $ | 583,426 | 4.44% |
| | $ | 15,038,393 | $ | 13,684,163 | 9.90% |
| | | Variance | $ | 1,354,230 | |
| | | % | | 9.90% | |

| Employee Statistics | FY22-23 Budget Count | FY21-22 Budget Count |
|---|---|---|
| Full Time Employees | 88.0 | 84.3 |
| | | |
| **Part Time Employees** - Measured in Full Time Equivalents (FTE) | | |
| Police | 0.3 | 0.3 |
| Recreation Programs | 8.4 | 6.6 |
| Parks Maintenance | 1.7 | 1.6 |
| Finance | 0.5 | 0.5 |
| Arts & Culture | 1.4 | 0.0 |
| Planning & Building | 0.5 | 0.0 |
| Capital Projects | 0.8 | 0.4 |
| Airport Operations | 0.9 | 0.9 |
| Measure R - Trails | 1.5 | 1.7 |
| Roads & Snow Removal | 1.4 | 1.5 |
| Facilities Maintenance | 0.3 | 0.3 |
| Total Part Time Employees (FTE) | 17.7 | 13.9 |
| | | |
| Total Employee (FTE) | 105.7 | 98.2 |


Labor Costs - All Funds
Comprehensive Leave, $372,673
Salary & Wages, $8,396,845
Other (worker's Comp & 457 Contributions), $609,324
Health Insurance, $2,591,871
PERS Retirement, $3,067,681
Total Labor Costs
$15,038,393

## Full-Time Staff

| Account | Department | FTE | Salary | Comp Leave | Health Insurance | 457 Contribution | Total Health Ins | Worker's Comp | PERS | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 100-413 | Town Manager | 2.0 | $ 328,949 | $ 18,999 | $ 66,419 | $ 2,940 | $ 69,359 | $ 22,396 | $ 129,682 | $ 569,386 |
| 100-414 | Town Clerk | 2.0 | $ 168,153 | $ 3,311 | $ 68,320 | $ 2,400 | $ 70,720 | $ 11,093 | $ 60,797 | $ 314,074 |
| 100-415 | Finance | 6.9 | $ 600,714 | $ 26,682 | $ 242,506 | $ 8,894 | $ 251,400 | $ 40,590 | $ 203,060 | $ 1,122,446 |
| 100-417 | Personnel | 2.0 | $ 169,612 | $ 12,597 | $ 55,433 | $ 3,000 | $ 58,433 | $ 11,788 | $ 57,698 | $ 310,129 |
| 100-420 | Police | 19.0 | $ 2,075,472 | $ 90,520 | $ 457,890 | $ 7,800 | $ 465,690 | $ 140,108 | $ 1,086,721 | $ 3,858,511 |
| 100-432 | Parks & Recreation Programs | 3.5 | $ 312,587 | $ 26,677 | $ 86,204 | $ 4,800 | $ 91,004 | $ 21,949 | $ 117,725 | $ 569,943 |
| 100-434 | Whitmore Recreation | 1.1 | $ 78,021 | $ 5,051 | $ 29,215 | $ 1,368 | $ 30,583 | $ 5,374 | $ 27,237 | $ 146,267 |
| 100-436 | Arts & Culture | 0.0 | $ - | $ - | $ - | $ - | | $ - | $ - | $ - |
| 100-438 | Parks Maintenance | 3.3 | $ 225,098 | $ 16,388 | $ 73,430 | $ 3,924 | $ 77,354 | $ 15,623 | $ 84,775 | $ 419,238 |
| 100-440 | Planning | 4.6 | $ 440,344 | $ 25,133 | $ 143,523 | $ 6,102 | $ 149,625 | $ 30,114 | $ 158,365 | $ 803,581 |
| 100-442 | Building | 4.0 | $ 310,254 | $ 15,026 | $ 132,883 | $ 4,776 | $ 137,659 | $ 21,057 | $ 115,175 | $ 599,170 |
| 100-444 | Code Compliance | 1.0 | $ 64,309 | $ 1,403 | $ 30,298 | $ 1,200 | $ 31,498 | $ 4,251 | $ 20,808 | $ 122,269 |
| 100-445 | Housing | 1.2 | $ 106,083 | $ 3,473 | $ 40,692 | $ 1,482 | $ 42,174 | $ 7,088 | $ 40,449 | $ 199,268 |
| 100-460 | Engineering | 5.3 | $ 468,072 | $ 29,462 | $ 131,168 | $ 6,862 | $ 138,030 | $ 32,188 | $ 166,384 | $ 834,137 |
| 100-464 | Facilities Maintenance | 0.8 | $ 48,659 | $ 275 | $ 13,058 | $ 900 | $ 13,958 | $ 3,166 | $ 15,495 | $ 81,553 |
| 100-467 | Office of Outdoor Recreation | 3.0 | $ 256,497 | $ 11,882 | $ 114,068 | $ 3,600 | $ 117,668 | $ 17,363 | $ 91,294 | $ 494,705 |
| 100-475 | Transit | 0.3 | $ 21,017 | $ 1,535 | $ 8,964 | $ 312 | $ 9,276 | $ 1,459 | $ 7,834 | $ 41,121 |
| General Fund Total | | 59.9 | $ 5,673,842 | $ 288,415 | $ 1,694,070 | $ 60,360 | $ 1,754,430 | $ 385,609 | $ 2,383,501 | $ 10,485,797 |

## Full-Time Staff - Continued

| Account | Department | FTE | Salary | Comp Leave | Health Insurance | 457 Contribution | Total Health Ins | Worker's Comp | PERS | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 205-490 | Solid Waste | 0.1 | $ 6,073 | $ 210 | $ 1,901 | $ 60 | $ 1,961 | $ 407 | $ 2,354 | $ 11,005 |
| Solid Waste | | 0.1 | $ 6,073 | $ 210 | $ 1,901 | $ 60 | $ 1,961 | $ 407 | $ 2,354 | $ 11,005 |
| 210-450 | Maintenance Streets (May-Sept) | 5.7 | $ 354,578 | $ 15,191 | $ 158,933 | $ 6,852 | $ 165,785 | $ 23,923 | $ 123,213 | $ 682,689 |
| 210-452 | Snow Removal (Oct- | 7.5 | $ 463,621 | $ 20,135 | $ 199,771 | $ 8,976 | $ 208,747 | $ 31,297 | $ 161,140 | $ 884,940 |
| 210-456 | Facilities Maintenance | 0.1 | $ 6,488 | $ 37 | $ 1,741 | $ 120 | $ 1,861 | $ 422 | $ 2,066 | $ 10,874 |
| Gas Tax | | 13.3 | $ 824,687 | $ 35,362 | $ 360,445 | $ 15,948 | $ 376,393 | $ 55,642 | $ 286,419 | $ 1,578,503 |
| 215-511 | Measure R - Trails | 0.3 | $ 18,277 | $ 479 | $ 5,920 | $ 408 | $ 6,328 | $ 1,213 | $ 5,939 | $ 32,236 |
| Measure R - Trails | | 0.3 | $ 18,277 | $ 479 | $ 5,920 | $ 408 | $ 6,328 | $ 1,213 | $ 5,939 | $ 32,236 |
| 220-471 | Airport | 4.6 | $ 357,225 | $ 17,408 | $ 138,170 | $ 5,496 | $ 143,666 | $ 24,237 | $ 124,175 | $ 666,711 |
| 220-531 | Airport AIP Capital | 0.2 | $ 15,532 | $ 1,180 | $ 4,673 | $ 180 | $ 4,853 | $ 1,081 | $ 5,985 | $ 28,630 |
| Airport | | 4.73 | $ 372,756 | $ 18,588 | $ 142,843 | $ 5,676 | $ 148,519 | $ 25,318 | $ 130,159 | $ 695,341 |
| 250-540 | LTC | 0.0 | $ 6,596 | $ 595 | $ 470 | $ 72 | $ 542 | $ 465 | $ 2,694 | $ 10,892 |
| Local Transportation Comission | | 0.04 | $ 6,596 | $ 595 | $ 470 | $ 72 | $ 542 | $ 465 | $ 2,694 | $ 10,892 |
| 300-530 | Capital Projects - Streets | 0.0 | $ 2,325 | $ 57 | $ 1,054 | $ 41 | $ 1,095 | $ 154 | $ 754 | $ 4,386 |
| 300-531 | Capital Projects - Other | 0.9 | $ 83,741 | $ 5,279 | $ 26,907 | $ 1,171 | $ 28,078 | $ 5,759 | $ 29,356 | $ 152,214 |
| Capital Projects | | 0.95 | $ 86,067 | $ 5,336 | $ 27,961 | $ 1,212 | $ 29,173 | $ 5,913 | $ 30,111 | $ 156,600 |
| 856-452 | OMR Assessment Snow Removal | 0.4 | $ 21,532 | $ 1,041 | $ 8,375 | $ 420 | $ 8,795 | $ 1,460 | $ 7,641 | $ 40,470 |
| 856-531 | OMR Capital | 0.0 | $ 931 | $ 20 | $ 174 | $ 12 | $ 186 | $ 62 | $ 301 | $ 1,500 |
| 857-452 | OMR Assessment Snow Removal | 0.3 | $ 18,831 | $ 841 | $ 7,905 | $ 372 | $ 8,277 | $ 1,273 | $ 6,516 | $ 35,738 |
| 858-436 | Fractional MelloRoos | 1.5 | $ 90,575 | $ 6,733 | $ 52,512 | $ 1,740 | $ 54,252 | $ 6,295 | $ 31,157 | $ 189,013 |
| 858-438 | Fractional Mello Roos CFD - Trails End Park | 0.0 | $ 0 | $ - | $ - | $ - | $ - | $ 0 | $ 0 | $ 0 |
| Assessment Districts | | 2.12 | $ 131,870 | $ 8,635 | $ 68,967 | $ 2,544 | $ 71,511 | $ 9,090 | $ 45,615 | $ 266,720 |
| 910-456 | Garage Facility Maintenance | 6.6 | $ 471,322 | $ 15,053 | $ 176,467 | $ 7,920 | $ 184,387 | $ 31,466 | $ 165,025 | $ 867,253 |
| Garage Services | | 6.6 | $ 471,322 | $ 15,053 | $ 176,467 | $ 7,920 | $ 184,387 | $ 31,466 | $ 165,025 | $ 867,253 |
| Worksheet Total | | 88.0 | $ 7,591,490 | $ 372,673 | $ 2,479,044 | $ 94,200 | $ 2,573,244 | $ 515,124 | $ 3,051,816 | $ 14,104,347 |

## Part-Time Staff

| Account | Department | Salary | FTE | Health Insurance | PARS | Total |
|---|---|---|---|---|---|---|
| 100-410 | Town Council | $ 44,739 | - | $ 112,827 | $ 882 | $ 158,449 |
| 100-415 | Finance | $ 27,808 | 0.47 | $ - | $ 548 | $ 28,356 |
| 100-420 | Police | $ 12,734 | 0.29 | $ - | $ 251 | $ 12,985 |
| 100-432 | Recreation Programs | $ 128,357 | 3.23 | $ - | $ 2,530 | $ 130,887 |
| 100-434 | Whitmore Recreation Area | $ 93,431 | 2.29 | $ - | $ 1,842 | $ 95,273 |
| 100-436 | Arts & Culture | $ 53,683 | 1.41 | $ - | $ 1,058 | $ 54,742 |
| 100-438 | Parks Maintenance | $ 63,850 | 1.66 | $ - | $ 1,259 | $ 65,109 |
| 100-440 | Planning & Building | $ 18,085 | 0.47 | $ - | $ 357 | $ 18,441 |
| 100-464 | Facilities | $ 15,170 | 0.34 | $ - | $ 295 | $ 15,464 |
| | | $ 457,857 | 10.16 | $ 112,827 | $ 9,022 | $ 579,706 |
| 210-452 | Temp Snow Removal | $ 82,142 | 1.41 | $ - | $ 1,619 | $ 83,761 |
| 215-438 | Measure R - Trails | $ 57,718 | 1.49 | $ - | $ 1,138 | $ 58,856 |
| 220-471 | Airport Operations | $ 59,851 | 0.94 | $ - | $ 1,180 | $ 61,031 |
| 300-530 | Capital Projects - Streets | $ 15,077 | 0.38 | $ - | $ 293 | $ 15,370 |
| 300-531 | Capital Projects - Other | $ 15,077 | 0.38 | $ - | $ 293 | $ 15,370 |
| | | $ 30,153 | 0.77 | $ - | $ 586 | $ 30,739 |
| 858-436 | Fractional MelloRoos | $ 117,633 | 2.88 | $ - | $ 2,319 | $ 119,952 |
| | | $ 805,355 | 17.7 | $ 112,827 | $ 15,864 | $ 934,046 |

## Fund 100 - General Fund

### Revenue

The budget revenue projections presented to Council on April 27 included detailed discussion on methodology used for General Fund revenue. Since the preliminary budget revenue presentation, staff has received and reviewed the proposed property tax reports provided by Mono County. There were no material adjustments to this revenue item. Staff did adjust revenue expected for interest income as recent changes in federal monitory policy should provide additional interest income on our funds invested in LAIF (approximately $52M). Interest was increased by $25,000 to $85,000 for FY22/23. Staff also made adjustments to Business Tax as the trend for the fiscal year has improved from the time of the first revenue review. Staff initially assessed a decline due to some businesses closing during the pandemic. However, revenues this year have increased to near pre-pandemic levels. Staff is making a minor increase of $10,000 in this revenue item, increasing to $310,000. In total, revenue has increased $35,000 in the General Fund bringing the total to $27,630,890 for FY22-23. Below is a summary of major General Fund:

**Fund 100 - General Fund**

**Items adjusted to balance budget**

Preliminary Budget to Tentative Budget

**Revenue Items**

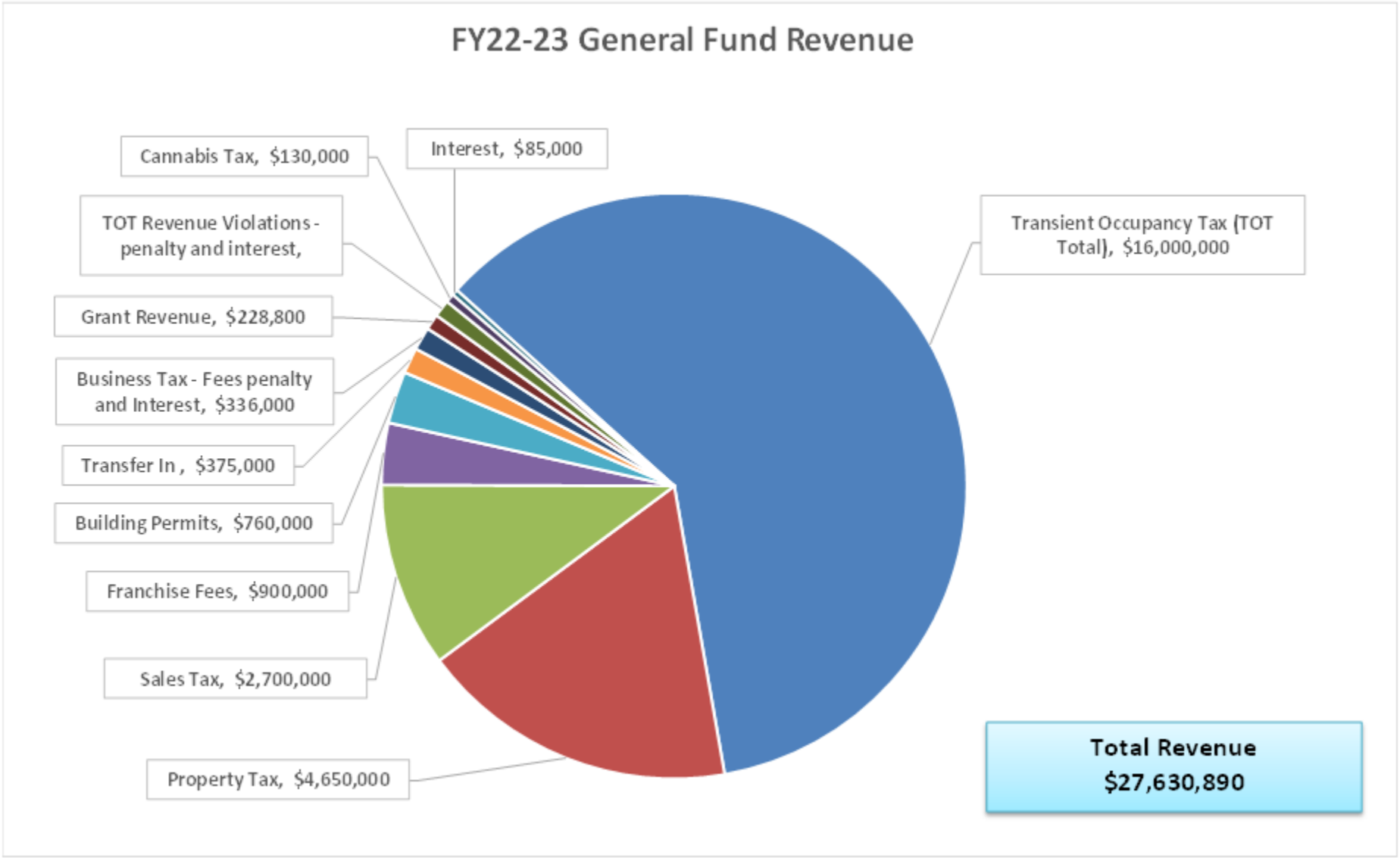
| Description | | Amount | Notes |
|---|---|---|---|
| **Preliminary Budget Revenues** | **$** | **27,595,890** | |
| Interest on investments | $ | 25,000 | Federal Monetory police is increasing interest rates. Impacts seen in LAIF, we have $56M on deposit. |
| Business Tax | $ | 10,000 | Staff reduced $30k from prior year on early estimates. Trend improving, adding back $10k |
| **Tentative Budget Revenue** | **$** | **27,630,890** | |

## Key Revenue Components - General Fund

| Item | | Amount | % of Total Revenue |
|---|---|---|---|
| Transient Occupancy Tax (TOT) | $ | 16,000,000 | 57.9% |
| Property Tax | $ | 3,775,000 | 13.7% |
| Sales Tax | $ | 2,700,000 | 9.8% |
| Community Development Permits | $ | 954,000 | 3.5% |
| Property Tax in Lieu VLF | $ | 875,000 | 3.2% |
| Franchise Fees | $ | 900,000 | 3.3% |
| Business Tax - Fees penalty and Interest | $ | 504,000 | 1.8% |
| Other Revenue | $ | 518,500 | 1.9% |
| Recreation Programs | $ | 343,000 | 1.2% |
| TOT Penalty and Interest | $ | 250,000 | 0.9% |
| Public Safety | $ | 302,400 | 1.1% |
| Transit Fee | $ | 125,000 | 0.5% |
| Interest | $ | 85,000 | 0.3% |
| TBID Revenue 1% TBID to Admin | $ | 198,990 | 0.7% |
| Whitemore Pool County Share 50% | $ | 100,000 | 0.4% |
| **Total Budgeted Revenue** | **$** | **27,630,890** | **100.0%** |

## Major Revenue Components

| Item | FY2019-20 Actual | FY20-21 Actual | FY21-22 Adopted Budget | FY22-23 Proposed Budget | Variance to FY21-22 | % of Total Revenue |
|---|---|---|---|---|---|---|
| Transient Occupancy Tax (TOT) | $ 15,911,859 | $ 16,599,247 | $ 14,500,000 | $ 16,000,000 | $ 1,500,000 | 57.9% |
| TOT Revenue Violations | $ 94,039 | $ 148,977 | $ 60,000 | $ 100,000 | $ 40,000 | 0.4% |
| TOT Penalty and Interest | $ 267,207 | $ 167,766 | $ 130,000 | $ 150,000 | $ 20,000 | 0.5% |
| Total TOT Revenue | $ 16,273,104 | $ 16,915,990 | $ 14,690,000 | $ 16,250,000 | $ 1,560,000 | 58.8% |
| | | | | | | |
| Property Tax | $ 4,054,115 | $ 4,572,245 | $ 4,214,850 | $ 4,650,000 | $ 435,150 | 16.8% |
| Sales Tax | $ 2,372,657 | $ 2,513,299 | $ 2,600,000 | $ 2,700,000 | $ 100,000 | 9.8% |
| Franchise Fees | $ 851,036 | $ 858,936 | $ 812,000 | $ 900,000 | $ 88,000 | 3.3% |
| | | | | | | |
| Other Revenue | | | | | | |
| Building Permits | $ 623,387 | $ 934,970 | $ 700,000 | $ 760,000 | $ 60,000 | 2.8% |
| Business Tax (New, Renewal, and Penalties) | $ 360,535 | $ 336,897 | $ 338,000 | $ 336,000 | $ (2,000) | 1.2% |
| Cannabis Tax | $ 160,539 | $ 161,553 | $ 130,000 | $ 130,000 | $ - | 0.5% |
| Interest | $ 353,569 | $ 150,389 | $ 49,670 | $ 85,000 | $ 35,330 | 0.3% |
| Grant Revenue | $ 481,925 | $ 380,379 | $ 125,000 | $ 228,800 | $ 103,800 | 0.8% |
| Transfer In | $ 1,326,724 | $ 623,000 | $ 150,000 | $ 375,000 | $ 225,000 | 1.4% |
| Misc Revenue | $ 183,164 | $ 1,770,424 | $ 1,065,229 | $ 1,216,090 | $ 150,861 | 4.4% |
| Total Budgeted Revenue (General Fund | $ 27,040,754 | $ 29,218,082 | $ 24,874,749 | $ 27,630,890 | $ 2,756,141 | 100.0% |


FY22-23 General Fund Revenue
Cannabis Tax, $130,000
Interest, $85,000
TOT Revenue Violations - penalty and interest,
Transient Occupancy Tax (TOT Total), $16,000,000
Grant Revenue, $228,800
Business Tax - Fees penalty and Interest, $336,000
Transfer In , $375,000
Building Permits, $760,000
Franchise Fees, $900,000
Sales Tax, $2,700,000
Property Tax, $4,650,000
Total Revenue
$27,630,890

**Expenditures**

The preliminary budget had a deficit of $10,183 and was missing other trend analysis that would be available with additional time. Staff addressed the original deficit by adjusting the Legal service expense (-$10,000), which had increased by $15,000 on the preliminary budget. Net effect is $5,000 more budgeted to this line item for the year. This item does have rising costs for FY22-23 but the budget for prior years has been sufficient to cover expenditures by more than 20% in most years. In addition to legal services, staff removed $183 from Finance uniform expense for balancing efforts. Expense was added with a request for grant writing support with an estimated cost of $50,000 per year. With the volume of state and federal grants available for our municipality, staff believes this will produce a great benefit to the community by allocating this additional expense. Departmental budget review identified the need for additional expenditures allocated to Police utilities ($15,000). This was adjusted from $35,000 to $50,000 per year. To address this additional expense, staff made adjustments to Police overtime, (-$25,000) and Police firearms / ammunition and deterrents (-$5,000). These adjustments were budget balancing efforts and reflect a desire to control the high cost of overtime within the department. In total, these expenditure adjustments increased expense by $24,817 for the General Fund and balanced the General Fund revenue and expense at $27,630,890 for FY22-23. The chart below reconciles these changes:

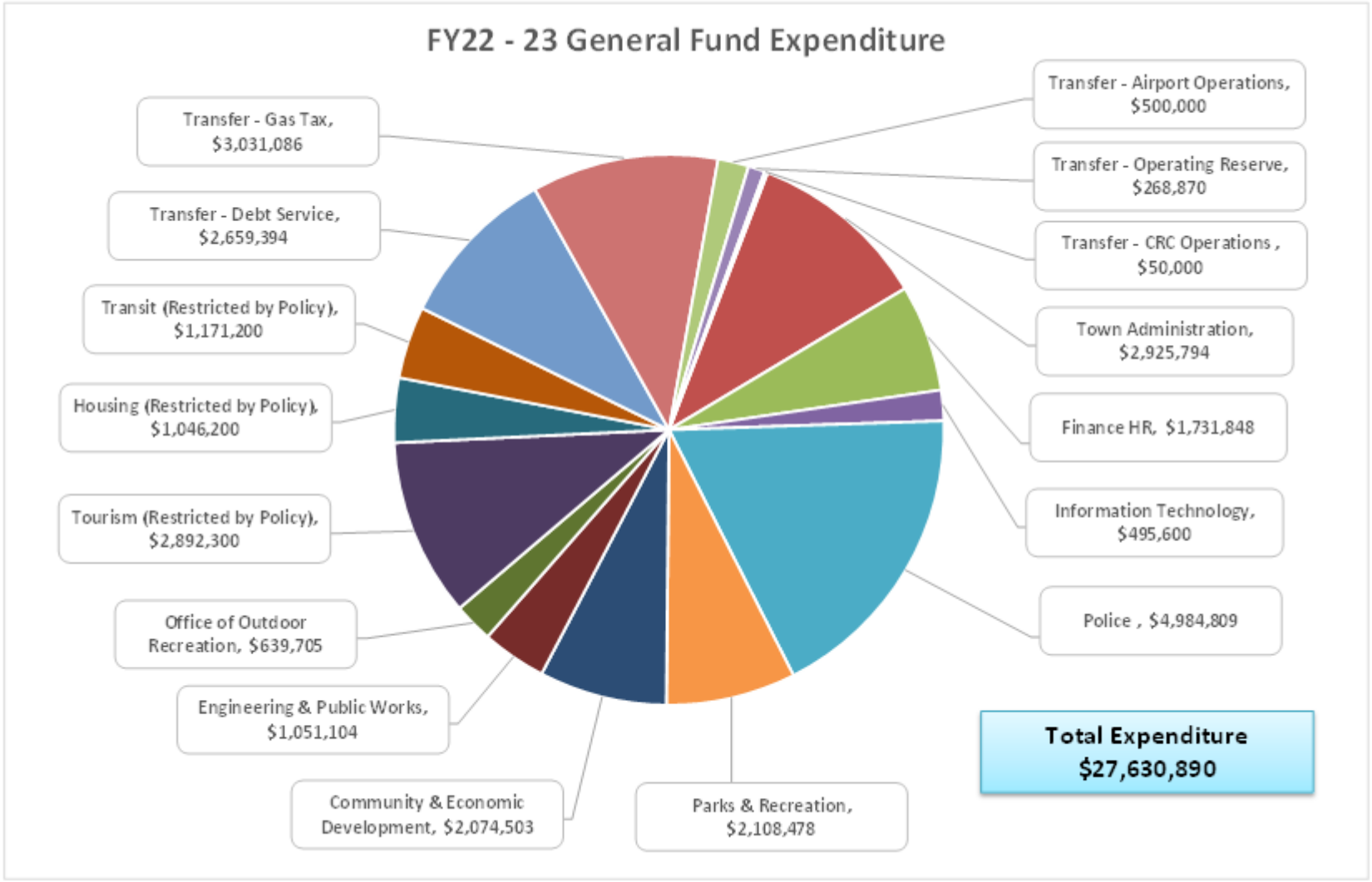
## Fund 100 - General Fund

### Items adjusted to balance budget

Preliminary Budget to Tentative Budget

**Expenditure Items**

| Description | | Amount | Notes |
|---|---|---|---|
| **Preliminary Budget Expenditures** | **$** | **27,606,073** | |
| | | | |
| **Misc Adjustments** | | | |
| Legal Services - Contractual Services | $ | (10,000) | Budget Balancing |
| Finance Department - Uniforms | $ | (183) | Budget Balancing |
| General Services - Grant Writing Support | $ | 50,000 | Additional Services Needed |
| Police Department Overtime | $ | (25,000) | Budget Balancing |
| Police Department - Utilities | $ | 15,000 | Trend analysis for current year |
| Police Department Firearms | $ | (5,000) | Budget Balancing |
| | | | |
| **Tentative Budget Expenditures** | **$** | **27,630,890** | |


FY22 - 23 General Fund Expenditure
Transfer - Airport Operations, $500,000
Transfer - Operating Reserve, $268,870
Transfer - CRC Operations , $50,000
Town Administration, $2,925,794
Finance HR, $1,731,848
Information Technology, $495,600
Police , $4,984,809
Parks & Recreation, $2,108,478
Community & Economic Development, $2,074,503
Engineering & Public Works, $1,051,104
Office of Outdoor Recreation, $639,705
Tourism (Restricted by Policy), $2,892,300
Housing (Restricted by Policy), $1,046,200
Transit (Restricted by Policy), $1,171,200
Transfer - Debt Service, $2,659,394
Transfer - Gas Tax, $3,031,086
Total Expenditure $27,630,890

**Fund 205 Solid Waste**

The Solid Waste Fund accounts for restricted revenues related to providing solid waste related services and programs and was established in FY18-19. The majority of the solid waste programs and services are provided by Mammoth Disposal under a Solid Waste Franchise Agreement. The Fund supports recycling and trash services for Town facilities, Town clean up, and staff time associated with managing the Solid Waste Franchise agreement and services. The renewal of the Solid Waste Franchise Agreement in FY 19-20 adjusted the franchise fees by 4.5% from 5% to 9.5%. Two percent of the increase was retained in the General Fund and 2.5% percent is deposited in the Solid Waste Fund. The fees deposited here represent an AB939 fee collected under the new franchise agreement and are estimated at $150,000 for FY22-23. AB 939 fees are dedicated to meet recycling mandates by funding facilities and programs to divert waste from landfills and increase recycling efforts. Previously an amount equal to 2% was being received and set aside to assist in the development of new solid waste facilities, this amount was formally incorporated into the franchise fee with the new agreement. A Solid Waste Parcel fee is levied in Mono County and was shared with the Town by the County under agreement. The agreement is expired, and the renewal of the Parcel fee is requested by the County. However, the County is proposing to no longer share the fee with the Town and is requesting a 5-year agreement. This matter will come to the Council in June for consideration, and we will reach out to the County on the term and sharing of the fee. The fee in the Town generates close to $500,000 for solid waste services. With the closure of the Benton Crossing Landfill at the end of the year (Jan. 1, 2023) and the changes in the Town's solid waste management program and expanded services, the use of a majority of the fee to assist Town residents and businesses may be appropriate. A portion of fee will need to be committed to the ongoing post-closure costs of the landfill. The revenues for this fund will need to be adjusted based on the final negotiations with the County on the use of the solid waste parcel fee.

**Fund 210 Gas Tax**

Gas Tax was complete during the preliminary budget and therefore had no adjustments from preliminary to tentative budget.

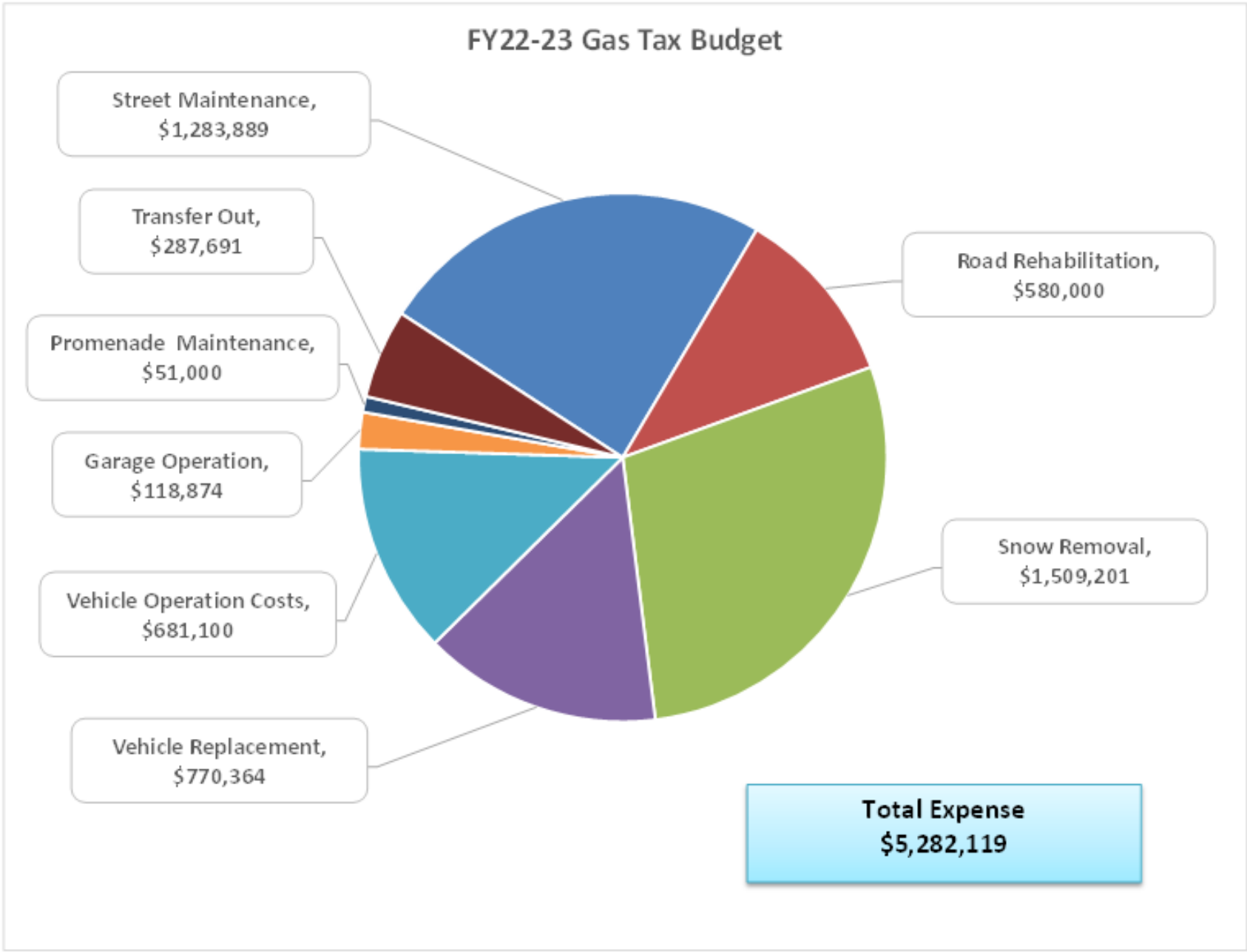
The Gas Tax Fund is the second largest operating fund following the General Fund. The Fund provides for road infrastructure maintenance and snow removal. The revenue for FY22-23 includes $2,168,033 in State Gas Tax funds. This includes the reimbursement for snow removal estimated at $1,750,000. This reimbursement is based on prior year snow removal costs and a portion of this reimbursement is transferred to the various assessment districts, estimated at $100,000 in total. Since this revenue is based on prior year actual snow removal cost, Fund 210 will see an increase of 16.7% from prior year snow removal revenue. This annual fluctuation in current year expense and subsequent year revenue requires the Town to fund the excess cost of snow removal in heavy snow years. While this is always the dynamic of this Fund, it has not been more evident than in the last three years where we have had near record high and low snowfall totals. The Fund is supported by a General Fund and Garage Services transfer of $3,091,086 which is 2.6% higher than prior year.

## Gas Tax Fund Revenue by Category

| Item | FY2019-20 Actual | FY20-21 Actual | FY21-22 Budget | FY22-23 Budget | Variance to Prior Year Budget | |
|---|---|---|---|---|---|---|
| Gas Tax | $ 206,948 | $ 208,821 | $ 230,342 | $ 230,342 | $ - | 0.0% |
| Gas Tax - Snow Removal | $ 1,999,871 | $ 2,186,069 | $ 1,500,000 | $ 1,750,000 | $ 250,000 | 16.7% |
| Gas Tax - SB1 | $ 142,612 | $ 139,710 | $ 155,514 | $ 187,691 | $ 32,177 | 20.7% |
| Total Gas Tax | $ 2,349,431 | $ 2,534,600 | $ 1,885,856 | $ 2,168,033 | $ 282,177 | 15.0% |
| Transfer In - General Fund & Garage Services | 2,232,652 | 2,695,390 | 3,013,428 | 3,091,086 | $ 77,658 | 2.6% |
| Misc Revenue | 26,567 | 50,838 | 23,000 | 23,000 | $ - | 0.0% |
| **Total Gas Tax Revenue** | **$ 4,608,650** | **$ 5,280,828** | **$ 4,922,284** | **$ 5,282,119** | **$ 359,835** | **7.3%** |

## Gas Tax Fund Expenditures by Category

| Department | FY2019-20 Actual | FY20-21 Actual | FY21-22 Budget | FY22-23 Budget | Variance to Prior Year Budget | |
|---|---|---|---|---|---|---|
| Street Maintenance | $ 899,943 | $ 1,082,159 | $ 1,197,297 | $ 1,283,889 | $ 86,592 | 7.2% |
| Road Rehabilitation | $ 69,595 | $ 99,007 | $ 580,000 | $ 580,000 | $ - | 0.0% |
| Snow Removal | $ 1,120,282 | $ 1,180,015 | $ 1,400,478 | $ 1,509,201 | $ 108,723 | 7.8% |
| Vehicle Replacement | $ 668,246 | $ 815,227 | $ 727,317 | $ 770,364 | $ 43,047 | 5.9% |
| Vehicle Operation Costs | $ 650,143 | $ 589,140 | $ 618,100 | $ 681,100 | $ 63,000 | 10.2% |
| Garage Operation | $ 135,770 | $ 150,807 | $ 117,579 | $ 118,874 | $ 1,295 | 1.1% |
| Promenade Maintenance | $ 50,796 | $ 57,464 | $ 51,000 | $ 51,000 | $ - | 0.0% |
| **Operational Costs** | **$ 3,594,775** | **$ 3,973,819** | **$ 4,691,771** | **$ 4,994,428** | **$ 302,657** | **6.5%** |
| Transfer Out - Assessment District Snow | $ 125,000 | $ 125,000 | $ 125,000 | $ 100,000 | $ (25,000) | -20.0% |
| Transfer Out - SB1 & Road funds for Capital Projects | $ 147,021 | $ 147,021 | $ 147,021 | $ 187,691 | $ 40,670 | 27.7% |
| **Total Transfers Outs** | **$ 2,203,078** | **$ 2,003,461** | **$ 225,609** | **$ 287,691** | **$ 62,082** | **27.5%** |
| **Total Gas Tax Expenditures** | **$ 5,797,853** | **$ 5,977,280** | **$ 4,917,380** | **$ 5,282,119** | **$ 364,739** | **7.4%** |


FY22-23 Gas Tax Budget
Street Maintenance, $1,283,889
Transfer Out, $287,691
Promenade Maintenance, $51,000
Garage Operation, $118,874
Vehicle Operation Costs, $681,100
Vehicle Replacement, $770,364
Road Rehabilitation, $580,000
Snow Removal, $1,509,201
Total Expense $5,282,119

**Measure R and U – Restricted Funding**

Revenues generated from two voter initiatives commonly referred to as Measure R and Measure U are restricted in use by the language of the initiatives. The Town Council has designated Mammoth Lakes Recreation (MLR) to be the body to take public input on the proposed use of these funds and to make recommendations to Council for consideration. The MLR Board met on May 3, 2022 and held a public hearing to receive public comment and review the proposed budget allocations of Measure R and U funds.

The tentative budget includes the recommendations provided by MLR. This included ongoing expenses to manage the funds and maintain equipment and facilities secured by Measure R and U expenditures, debt payments, and community support. An overview of the recommended budgets by MLR is discussed below.

**Fund 215 / 216 – Measure R**

**Measure R (Fund 216)** is budgeted to receive $1,500,000 in Sales Transactions and Use Tax revenues for FY22-23. The fund has operating expenditures of $610,750 for FY22-23 and includes updates to support recreation in our community. The Community Recreation Center (CRC) is planned to begin operations in FY22-23 and the operational plan includes $112,000 in annual support from Measure R. This support helps reduce the required fees to the public and therefore the affordability of the new center. This amount was budgeted in previous years as $75,000 for CRC operations and $37,000 for park maintenance (Trails End and Whitmore). The Town is absorbing the additional cost of maintenance at these parks in order to release these funds to support the CRC operations. The budget includes $25,000 in support for the new Recreation Officer position. This position is assigned as the primary Town staff support working with Mammoth Lakes Recreation. The budget includes $90,500 for the contract with Mammoth Lakes Recreation to fund operations for FY22-23. The transfer to Fund 215 Trails was decreased by $100,000 to $250,000 in the current budget with $100,000 being transferred to the General Fund in support of the salary and benefit expense of the Trails Manager. In prior years, Fund 215 Trails supported these expenditures and the $350,000 provided funding for that support. With this adjustment, the net support for both Trails and Trail Manager remain the same, but the funding structure has changed for simplification. The remainder are annual ongoing expenses that were previously approved by Mammoth Lakes Recreation as the recommending body for this measure.

In addition to the annual ongoing expenses, staff requested two one-time funding items from Measure R that require a planned use of fund balance. This occurs when the expenditures are budgeted to exceed the revenue for the year, thereby expending existing fund balance to cover those expenditures. Both requests were presented to MLR on 5/3/2022 and were approved for the FY22-23 budget. The first item is $100,000 for Sherwin Area Trails and Trailhead Project. These funds will support environmental work planned in partnership with the Inyo National Forest and for trails and trailheads in the Sherwins. The Forest Service has placed the completion of the NEPA process in their plan of work for the coming federal fiscal year. Once complete, the Town will be able to proceed with trail construction in the coming years. The second request is an allocation of $350,000 for CRC interior improvements. Plans for the CRC included minimal funding to complete the interior space. The Town has already supported the improvement with $350,000 from the General Fund. This work includes building out the concession and rental areas, offices, rubberized flooring, and community space/storage.

| Measure R - Annual Revenue | | |
|---|---|---|
| Sales Tax: Measure R | $ | 1,500,000 |
| Total Annual Revenue | $ | 1,500,000 |

| Measure R - Annual Expenses | | |
|---|---|---|
| Transfer to Fund 215 - Trails Construction | $ | 250,000 |
| Community Recreation Center Support | $ | 112,000 |
| Transfer to Fund 100 - Trails Manager | $ | 100,000 |
| MLR Town Agreement - Administration | $ | 90,500 |
| Special Projects | $ | 25,000 |
| Recreation Officer - Partial support | $ | 25,000 |
| Audit Services | $ | 4,250 |
| Equipment Replacement | $ | 2,000 |
| Equipment Maintenance | $ | 2,000 |
| Total Annual Expenses | $ | 610,750 |

| Measure R - Fund Balance Allocation | | |
|---|---|---|
| CRC Capital Project - Interior Improvements | $ | 350,000 |
| SHARPS Planning (NEPA) | $ | 100,000 |
| Measure R - One-Time Funding | $ | 450,000 |

| Measure R - Debt Service | | |
|---|---|---|
| CRC Financing | $ | 615,747 |
| Measure R - Total Expense | $ | 1,676,497 |

| Change in Fund Balance | (176,497) |
|---|---|

In October 2017, the Town acquired $5.5 million in debt secured by Measure R for construction of a multi-use facility. The annual payment for this 10-year bond is based on a payment schedule and includes $615,747 for FY22-23. This payment is made from Measure R proceeds bringing total expenditures for Measure R Fund 216 to $1,237,983. The current revenue and expenditure budget should produce a positive fund balance of $62,017 for FY21-22.

**Measure R Trails (Fund 215)** receives a transfer of $250,000 for trail construction that is allocated to staff full-time and part-time trails construction staff, operating expenses, contractual services, and projects. As mentioned earlier, this amount was reduced by $100,000 for FY22-23

as was a transfer of $100,000 that previously came out of the fund. The net funding available for trail construction remains at $250,000.

With the creation of the new General Fund department 467 – Office of Outdoor Recreation, many of the trails administrative expenses have been moved to this new department. The only remaining labor expense in this fund is used specifically for trail construction. This includes an allocation of a full-time public works maintenance worker who is allocated for the summer and a crew of part-time employees.

**Measure R Trails**

| Revenue | | Amount | Notes |
|---|---|---|---|
| Transfer In - Fund 216 | $ | 250,000 | Measure R - Trails Construction support |
| | $ | 250,000 | |
| **Expenditures** | | | |
| Staff and Labor | $ | 91,092 | Trail Construction Labor |
| Contractual Services | $ | 142,308 | Funds available for contract trails production |
| Misc Expenses | $ | 16,600 | |
| | $ | 250,000 | |
| Change in Fund Balance | $ | - | |

**Fund 217 – Measure U**

Measure U is projected to receive $880,000 in Utility User Tax charges for FY22-23. This increase ($10,000) from the revenue budgeted for FY21-22. The breakdown in revenue is as follows:

| Measure U - Annual Revenue | | |
|---|---|---|
| Utility Tax: Telephone | $ | 75,000 |
| Utility Tax: Electricity | $ | 485,000 |
| Utility Tax: Gas | $ | 320,000 |
| Interest on Investments | $ | - |
| Total Annual Revenue | $ | 880,000 |

Operating expenses for FY22-23 are estimated at $364,470. The budget for transit services increased by $5,000 due to higher operating costs. Previous allocations of $8,400 in unused programming funds were returned to Measure U and are included in the operating budget. These funds are being used to support arts and culture programming, in addition to the $11,600 that was not allocated in FY21-22, resulting in the FY22-23 programming amount to be increased from $166,000 to $186,000. The allocation of $300,000 for future MACC expenses continues to be

reflected in the budget analysis. The draft expenses include $15,000 to assist with the reopening of Edison Hall. The Town is in discussions with the Mammoth Lakes Foundation to provide the necessary support to have Edison Hall reopened for Summer 2022 programming. The funding will offset a portion of the costs to be incurred by the Town in leasing and managing the facility for community use and production of arts and cultural programming. Previous funding of $75,000 for the Eastern Sierra Sustainable Recreation Coordinator position is retained in the budget to support a similar position within the Office of Outdoor Recreation. As a Town only position (previous position was shared with Mono County) the compensation for the position will be reduced, reflecting the loss of County funding and modified job duties. These funds would be transferred to the General Fund in support of the Office of Outdoor Recreation and this position is anticipated to be filled in July 2022. The General Fund will continue to support a portion of the Recreation Coordinator position. An amount of $25,000 is again requested to support the Outdoor Recreation Manager position which is scheduled to start June 6, 2022. In FY21-22 this amount was included under "Special Projects" as the position was not yet filled and the MLR Board requested the amount not be specifically allocated until the position was filled and a separate request considered. The special project allocation has been reduced to the $25,000 to match prior years. For the past couple of years, the planned operational funding of $300,000 for the future Mammoth Arts and Cultural Center (MACC) has been set aside to represent the anticipated operations costs incurred once the facility is operational. Measure U has also committed $2.5M of fund balance for the construction of the facility. The MLR Board was previously presented a revised MACC facility focused on bringing project costs down. The new concept is being vetted with local user groups and based on input received the plan will need to be revised and reviewed one more time before additional design work is started. An additional funding amount of $100,000 is requested to revise the plan with additional detail to develop a new construction cost estimate. The Mammoth Lakes Foundation (MLF) is taking the lead on this work. Measure U is projected to generate available fund balance of $115,530 from annual revenue over expenditures.

| Measure U - Annual Expenses FY22-23 | | |
|---|---|---|
| Programming | $ | 186,000 |
| Office of Outdoor Rec Coordinator | $ | 75,000 |
| Office of Outdoor Rec Manager | $ | 25,000 |
| Special Projects | $ | 25,000 |
| Transit Services | $ | 25,000 |
| Edison Hall Operations | $ | 15,000 |
| Event Contracts Processing | $ | 7,220 |
| Audit Services | $ | 4,250 |
| Equipment Replacement | $ | 2,000 |
| Total Annual Expenses | $ | 364,470 |

| Measure U - One-Time Expenses FY22-23 | | |
|---|---|---|
| MACC Concept Revision and Update | $ | 100,000 |
| Total One-time Expenses | $ | 100,000 |

| | | |
|---|---|---|
| MACC Operating - Set aside future expense | $ | 300,000 |
| Change in Fund Balance | | 115,530 |

**Fund 218 – Tourism Business Improvement District (TBID)**

The TBID fund projections include revenues of $6,449,500 for FY22-23. These numbers were calculated in conjunction with Mammoth Lakes Tourism analysis on years prior to the pandemic. The TBID account is a pass-through account, and the majority of these funds are transferred to Mammoth Lakes Tourism for marketing, advertising, promotion and MLT administration costs. The Town is budgeted to receive 2% of the revenue for collection and administration costs ($128,990). The revenue performance will be slightly less than the current fiscal year, mainly due to Average Daily Rates in the lodging category, similar to the TOT performance. The fund is not expected to reach the high levels achieved prior to the new agreement and TBID master plan which excludes TBID for the sales of annual passes. Ski lift tickets and ski school revenue are still included in the TBID revenue expectations for Ski Area category.

**Airport Operational Fund (220)**

The Airport continues to work on expansion of charter service and other expansion opportunities after the commercial service was moved to Bishop in December of 2021. Advanced Air had a successful initial season of charter flights, and the Town looks to expand on these services through strategic planning on routes and coverage. The charter service does not provide as much revenue opportunities for the airport and the core airport leadership team is working on expanded revenue opportunities. For FY22-23, the Town continues to rely on FAA CARES grant funding to support

operations, with a shift to greater contribution from the General Fund in order to reduce reliance on these operational grants in the near future. By contributing more from General Fund, staff will extend the grant period while slowly reintroducing the support needs to the General Fund budget. To date the capital project plan has not been finalized so expect updates to both expenditures and revenue once those are provided and grant funding secured. Below is the revenue comparison to prior years:

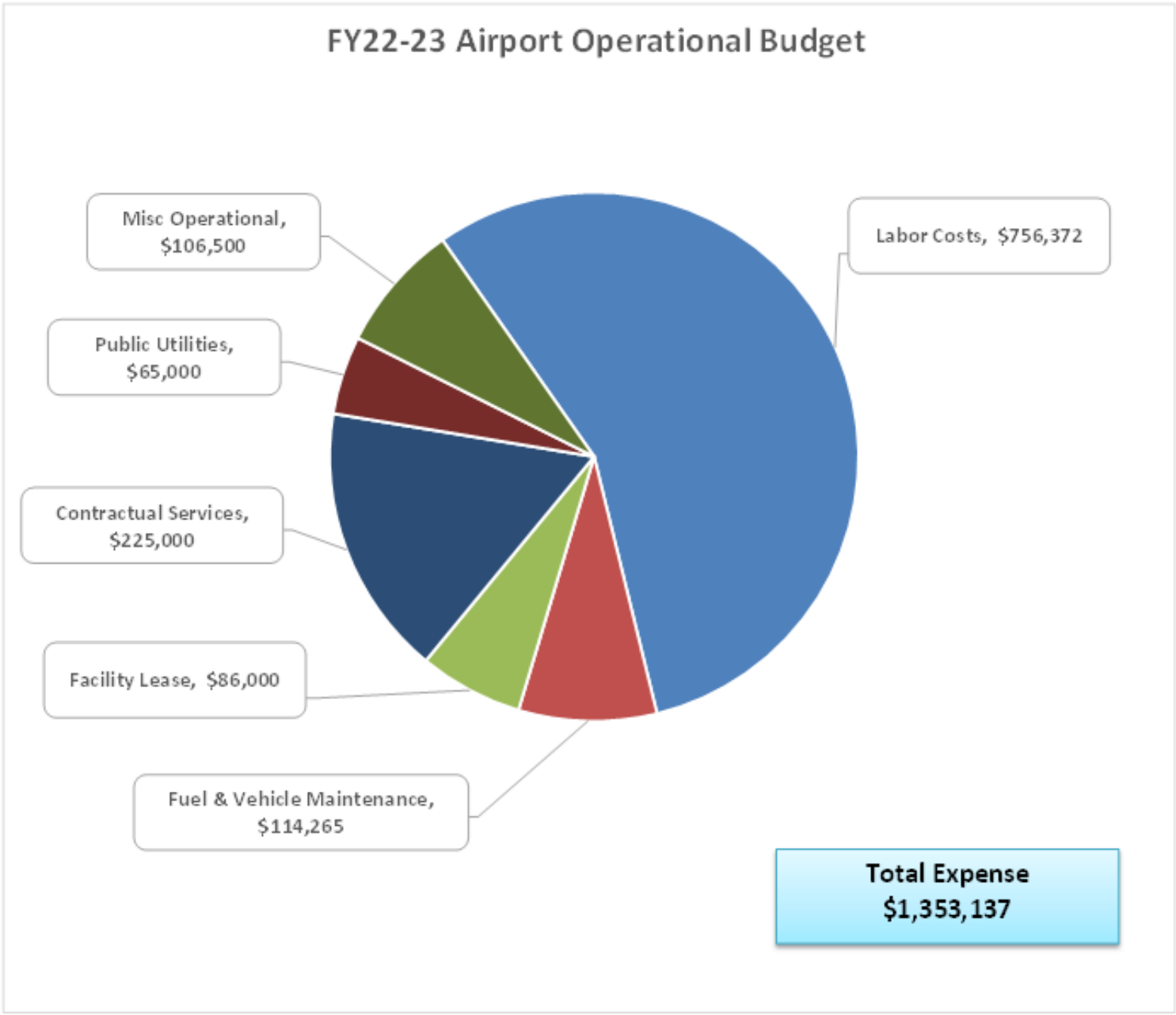
**Airport Fund Revenue by Category**

| Item | FY2019-20 | FY20-21 | FY21-22 | FY22-23 | Variance to Prior Year Budget | |
|---|---|---|---|---|---|---|
| Airport Passenger Facility Fee | $ 9,060 | $ - | $ - | $ - | $ - | 0.0% |
| Car Rental Fee | $ 110,510 | $ 25,226 | $ 20,000 | $ 45,000 | $ 25,000 | 125.0% |
| Commercial Terminal Rent | $ 113,749 | $ - | $ - | $ - | $ - | 0.0% |
| Hanger Ground Lease | $ 97,524 | $ 100,914 | $ 85,000 | $ 110,000 | $ 25,000 | 29.4% |
| FAA COVID Operations Grant (ARGP) | $ - | $ - | $ - | $ 400,000 | $ 400,000 | 100.0% |
| FAA COVID Operations Grant (ACRGP) | | | $ 600,000 | $ 275,000 | $ (325,000) | -54.2% |
| Other Revenues | $ 44,607 | $ 32,828 | $ 39,900 | $ 52,900 | $ 13,000 | 32.6% |
| **Total Airport Revenue** | **$ 375,450** | **$ 158,968** | **$ 744,900** | **$ 882,900** | **$ 138,000** | **18.5%** |
| Transfer In - General Fund | 291,274 | 100,000 | 321,049 | 500,000 | $ 178,951 | 100.0% |
| **Total Airport Revenues** | **$ 666,724** | **$ 258,968** | **$ 1,065,949** | **$ 1,382,900** | **$ 316,951** | **29.7%** |

The expenditure budget for FY22-23 has some increases based on core management team and changes to leadership structure. The airport now has a deputy airport manager full time which is an increase over our previous management charging 50% of time to the airport and 50% to capital projects. In addition to the labor costs, the core team is working with a consultant to develop staff and improve operational excellence in meeting FAA requirements. This consultant will help in the strategy and vision of the airport as it transitions into the next phase of programming and development. Below is the planned expenditure which should increase as capital projects costs are applied.

**Airport Fund Expenditures by Category**

| Department | FY2019-20 | FY20-21 | FY21-22 | FY22-23 | Variance to Prior Year Budget | |
|---|---|---|---|---|---|---|
| Labor Costs | $ 496,757 | $ 782,185 | $ 571,913 | $ 756,372 | $ 184,459 | 32.3% |
| Fuel & Vehicle Maintenance | $ 75,048 | $ 67,667 | $ 99,126 | $ 114,265 | $ 15,139 | 15.3% |
| Facility Lease | $ 46,579 | $ 54,665 | $ 84,000 | $ 86,000 | $ 2,000 | 2.4% |
| Contractual Services | $ 109,587 | $ 195,960 | $ 175,000 | $ 225,000 | $ 50,000 | 28.6% |
| Public Utilities | $ 59,583 | $ 60,580 | $ 60,000 | $ 65,000 | $ 5,000 | 8.3% |
| Misc Operational | $ 82,027 | $ 65,399 | $ 63,750 | $ 106,500 | $ 42,750 | 67.1% |
| **Operational Costs** | **$ 869,582** | **$ 1,226,457** | **$ 1,053,789** | **$ 1,353,137** | **$ 299,348** | 28.4% |
| Labor Costs - Capital Projects | $ 23,401 | $ 27,064 | $ 136,344 | $ 28,630 | $ (107,714) | 100.0% |
| Contractual Services - Capital Projects | $ 442,487 | $ 191,302 | $ 4,118,741 | $ - | $ (4,118,741) | -100.0% |
| **Capital Project Costs** | **$ 465,888** | **$ 218,366** | **$ 4,255,085** | **$ 28,630** | **$ (4,226,455)** | -99.3% |
| **Total Airport Expenditures** | **$ 1,335,470** | **$ 1,444,824** | **$ 5,308,874** | **$ 1,381,767** | **$ (3,927,107)** | **-74.0%** |


FY22-23 Airport Operational Budget
Misc Operational, $106,500
Public Utilities, $65,000
Contractual Services, $225,000
Facility Lease, $86,000
Fuel & Vehicle Maintenance, $114,265
Labor Costs, $756,372
Total Expense
$1,353,137

**Fund 240 – Long Valley**

This is a small fund and receives minimal revenue from private use of the pit. The pit is located near the Airport and receives clean fill material used to rehabilitate the site, as it was previously a site from which material was removed. The Town has also been working with the Forest Service on the removal and use of old asphalt grindings that were placed in the pit. The removal of this material assists with remediation of the site. Revenues are budgeted at $26,000 with expenditures of $3,000.

**Fund 910 – Garage Services**

The Vehicle Service Fund, also referred to as the Garage, is used to track cost of maintenance for our vehicle fleet. The garage staff is comprised of four mechanics, two mechanic trainees, and one fleet superintendent. The staff maintains all vehicles in the Town's fleet, including most repairs, fuel, and periodic maintenance. When work is performed on a vehicle, the department where that vehicle is assigned will be charged the cost of repair including staff time. This type of an account is known as internal service fund where expenses are covered by work performed for other departments. The list of estimated charges, within the FY22-23 budget are listed below:

## Garage Services

**Budgeted Fuel and Repairs**

| Fund / Department | Description | | Garage Services |
|---|---|---|---|
| 100-416 | General Fund - General Services | $ | 35,000 |
| 100-420 | General Fund - Police | $ | 95,000 |
| 100-434 | General Fund - Whitmore Rec Area | $ | 22,000 |
| 100-438 | General Fund - Parks Maintenance | $ | 58,000 |
| 210-454 | Gas Tax - Summer Equipment | $ | 80,000 |
| 210-455 | Gas Tax - Winter Equipment | $ | 160,000 |
| 220-471 | Airport - Operations | $ | 45,000 |
| 858-436 | Fractional - Parks & Rec | | |
| | | $ | 495,000 |

In addition to internal service, this department services outside entities that use our repair and fuel services. These outside agencies include Eastern Sierra Transit Authority, Schools, Fire, and some county vehicles. The fund has projected revenues of $1,187,952 and expenditure of $1,498,653 for FY22-23. These expenditures include a transfer out to Gas Tax of $60,000 to cover 50% of maintenance for the garage facility. The proposed budget is a deficit of $310,701 for the year and staff is recommending we review actual performance at each quarter for possible adjustment. This fund used to also contain the vehicle replacement program and some funding for that program may have masked the discrepancies between revenue and the expense to deliver services. If billing proves insufficient to cover expenses, additional funds will be transferred from General Fund to cover the shortfall and a thorough review of staff and billing practices will determine the root cause.

**Fund 915 – Vehicle Replacement**

The vehicle replacement fund was new for FY21-22, separating vehicle replacement from garage services. This change was made to separate two diverse but equally important motor pool functions and provide clarity into the cost of operations for the unit. The vehicle replacement portion supports the purchase of a replacement vehicle once the existing piece of equipment is all used up. This is accomplished using a calculation to estimate required annual set aside to cover future replacement costs based on expected lifespan, original vehicle costs and annual CPI increases. The vehicle is assigned to a division which is charged to specific funds and departments who use the vehicle.

The vehicle replacement fund contains both cash and debt as it was used as part of the stabilization of the Town's finances after the MLLA settlement agreement. The General Fund makes an annual payment of $340,000 to pay back the internal loan which should be paid off in the next couple of years as the repayment process has been accelerated. The difference between accrued fund balance and available cash is the unpaid loan. Below is a list of charges for the FY22-23 budget by operating department:

## Vehicle Replacement

**Budgeted Replacement Cost**

| Fund / Department | Description | | Vehicle Replacement |
|---|---|---|---|
| 100-416 | General Fund - General Services | $ | 30,308 |
| 100-420 | General Fund - Police | $ | 57,525 |
| 100-434 | General Fund - Whitmore Rec Area | $ | 24,917 |
| 100-438 | General Fund - Parks Maintenance | $ | 73,714 |
| 210-454 | Gas Tax - Summer Equipment | $ | 179,737 |
| 210-455 | Gas Tax - Winter Equipment | $ | 590,627 |
| 220-471 | Airport - Operations | $ | 4,265 |
| 858-436 | Fractional - Parks & Rec | $ | 5,191 |
| | | $ | 966,284 |

# Vehicle Replacement Fund

| Division / Description | 7/1/2022 Set Aside Fund Balance | (Gas Tax) 7/1/2022 Restricted Available Balance | 7/1/2022 Unrestricted Available Balance | Total Cash | Funded Ratio | Outstanding Loan Balance |
|---|---|---|---|---|---|---|
| | | Restricted CASH | Unrestricted CASH | | | |
| Division 1 - Public Works - Summer / Winter | $ 5,674,136 | $ 1,927,440 | $ 3,412,370 | $ 5,339,811 | 94.1% | $ 334,325 |
| Division 2 - Parks Maintenance | $ 614,425 | $ - | $ 476,016 | $ 476,016 | 77.5% | $ 138,409 |
| Division 4 - Police Vehicles | $ 526,274 | $ - | $ 526,274 | $ 526,274 | 100.0% | $ - |
| Division 5 - Administration | $ 242,674 | $ - | $ 242,674 | $ 242,674 | 100.0% | $ - |
| Division 6 - Airport | $ 4,126 | $ - | $ 4,126 | $ 4,126 | 100.0% | $ - |
| Division 7 - Summer Roads | $ 633,141 | $ 65,692 | $ 212,890 | $ 278,581 | 44.0% | $ 354,560 |
| Division 8 - Winter Roads | $ 2,958,000 | $ 1,190,182 | $ 1,432,251 | $ 2,622,433 | 88.7% | $ 335,567 |
| Division 18 - Transit Services | $ 785,798 | $ - | $ 754,146 | $ 754,146 | 96.0% | $ 31,652 |
| Fuel Tank Replacement Fund | $ 85,436 | | $ 8,742 | $ 8,742 | 10.2% | $ 76,693 |
| Total Vehicle Replacement | $ 11,524,010 | $ 3,183,314 | $ 7,069,489 | $ 10,252,803 | 89.0% | $ 1,271,207 |
| | | | Outstanding Balance of Loan | $ 1,271,207 | | |

**Debt Service / Future Capital Fund (990)**

The Town has a variety of debt including the bond for the police station, and the bond payment for the MLLA settlement, and inter-fund loan between the General Fund and the Vehicle Replacement Fund. The Town has been accelerating the repayment of the internal loan and expects to have this debt paid off in FY23-24 with a current outstanding balance of $1,271,207. The chart below reflects the debt payments made to external entities. The 2004 Bluff's development funding, paid for by assessments on property tax in the Bluffs was fully paid in FY21-22 and is no longer a part of our debt schedule. This adjustment is noted in fund 990 for debt payments as well as Fund 852 where the assessment revenue and expenditures are noted. A summary of the Town's operating debt service is as follows:

## *Town of Mammoth Lakes - Debt Schedule*

| DEBT | PURPOSE | INITIAL DEBT AMOUNT | Current Balance | ANNUAL PAYMENT FY22-23 | TERM | END DATE | INTEREST RATE | SOURCE OF PAYMENT |
|---|---|---|---|---|---|---|---|---|
| **Lease Revenue Bond (2015)** | Refinance COP and Police Facility Funding | $ 3,550,000 | $ 2,179,000 | $ 314,394 | 15 Years | FY2029-30 | 3.51% | General Fund Fund 100 |
| **Installment Sales Agreement (2017)** | Multi Use Facility | $ 5,500,000 | $ 3,445,000 | $ 615,747 | 10 Years | FY2027-28 | 2.23% | Measure R Fund 216 |
| **Taxable Judgment Obligation Bonds (2017)** | MLLA Debt | $ 23,995,000 | $ 19,830,000 | $ 1,868,406 | 18 Years | FY2035-36 | 1.750% increasing 0.25% each Year to a maximum interest rate of 4.375% | General Fund Fund 100 |
| **Vehicle Replacement - Internal Loan** | Operating Cash during econocmic crisis 2012 | $ 4,369,207 | $ 1,271,207 | $340,000 accelerated to $820,000 | No Term | Est. FY23-24 | 0.00% | General Fund Fund 100 |
| **CFD 2001-1 Refunding Bonds, (2016)** | North Village Development | $ 6,626,919 | $ 5,066,352 | $ 514,136 | 17 Years | FY2033-34 | 3.31% | North Village Assessment District Fund 854 |
| **Total** | | **$ 44,041,126** | | **$ 3,652,684** | | | | |
| | **General Fund Debt** | | | **$ 2,522,801** | | | | |
| | **Measure R Debt** | | | **$ 615,747** | | | | |
| | **Assessment District Debt** | | | **$ 514,136** | | | | |

This fund also includes future capital component for technology improvement or minor facility improvements. Staff is also recommending a return to prior practice of transferring the full $2M payment for MLLA settlement and allowing excess funds to accumulate for future capital projects. The difference between the $2M allocation and actual debt payment will provide $131,594 in funding for a future capital project.

**CONCLUSION**

As we prepare a final budget for Council consideration, we anticipate some minor revenue and additional expenditure adjustments to the final budget. Council will be provided the final budget for adoption on June 15. This final budget report will recap all prior presentations including key assumptions and policy decisions that were made along the way.

In addition to the final budget hearing and adoption, staff will present Appropriations Limits, Investment Policy, Master Fees, and Reserve Policy for approval. Once a final budget is adopted, Staff will begin work on a budget book to aid in public understanding of our budget details along with department goals and objectives for FY22-23.

# *FY22-23 Budget*

## *Tentative Budget – Manager Recommended*

**Rob Patterson**

Administrative Services / Finance Director

May 18, 2022

Mammoth Lakes™
CALIFORNIA

# General Fund – Revenue Update

## Fund 100 - General Fund

### Items adjusted to balance budget

Preliminary Budget to Tentative Budget

**Revenue Items**

| Description | | Amount | Notes |
|---|---|---|---|
| **Preliminary Budget Revenues** | **$** | **27,595,890** | |
| Interest on investments | $ | 25,000 | Federal Monetory police is increasing interest rates. Impacts seen in LAIF, we have $56M on deposit. |
| Business Tax | $ | 10,000 | Staff reduced $30k from prior year on early estimates. Trend improving, adding back $10k |
| **Tentative Budget Revenue** | **$** | **27,630,890** | |



Mammoth Lakes CALIFORNIA

# General Fund - Updated Revenue

## Major Revenue Components

| Item | FY2019-20 Actual | FY20-21 Actual | FY21-22 Adopted Budget | FY22-23 Proposed Budget | Variance to FY21-22 | % of Total Revenue |
|---|---|---|---|---|---|---|
| Transient Occupancy Tax (TOT) | $ 15,911,859 | $ 16,599,247 | $ 14,500,000 | $ 16,000,000 | $ 1,500,000 | 57.9% |
| TOT Revenue Violations | $ 94,039 | $ 148,977 | $ 60,000 | $ 100,000 | $ 40,000 | 0.4% |
| TOT Penalty and Interest | $ 267,207 | $ 167,766 | $ 130,000 | $ 150,000 | $ 20,000 | 0.5% |
| Total TOT Revenue | $ 16,273,104 | $ 16,915,990 | $ 14,690,000 | $ 16,250,000 | $ 1,560,000 | 58.8% |
| | | | | | | |
| Property Tax | $ 4,054,115 | $ 4,572,245 | $ 4,214,850 | $ 4,650,000 | $ 435,150 | 16.8% |
| Sales Tax | $ 2,372,657 | $ 2,513,299 | $ 2,600,000 | $ 2,700,000 | $ 100,000 | 9.8% |
| Franchise Fees | $ 851,036 | $ 858,936 | $ 812,000 | $ 900,000 | $ 88,000 | 3.3% |
| | | | | | | |
| Other Revenue | | | | | | |
| Building Permits | $ 623,387 | $ 934,970 | $ 700,000 | $ 760,000 | $ 60,000 | 2.8% |
| Business Tax (New, Renewal, and Penalties) | $ 360,535 | $ 336,897 | $ 338,000 | $ 336,000 | $ (2,000) | 1.2% |
| Cannabis Tax | $ 160,539 | $ 161,553 | $ 130,000 | $ 130,000 | $ - | 0.5% |
| Interest | $ 353,569 | $ 150,389 | $ 49,670 | $ 85,000 | $ 35,330 | 0.3% |
| Grant Revenue | $ 481,925 | $ 380,379 | $ 125,000 | $ 228,800 | $ 103,800 | 0.8% |
| Transfer In | $ 1,326,724 | $ 623,000 | $ 150,000 | $ 375,000 | $ 225,000 | 1.4% |
| Misc Revenue | $ 183,164 | $ 1,770,424 | $ 1,065,229 | $ 1,216,090 | $ 150,861 | 4.4% |
| Total Budgeted Revenue (General Fund | $ 27,040,754 | $ 29,218,082 | $ 24,874,749 | $ 27,630,890 | $ 2,756,141 | 100.0% |



Mammoth Lakes CALIFORNIA

# General Fund - Updated Revenue

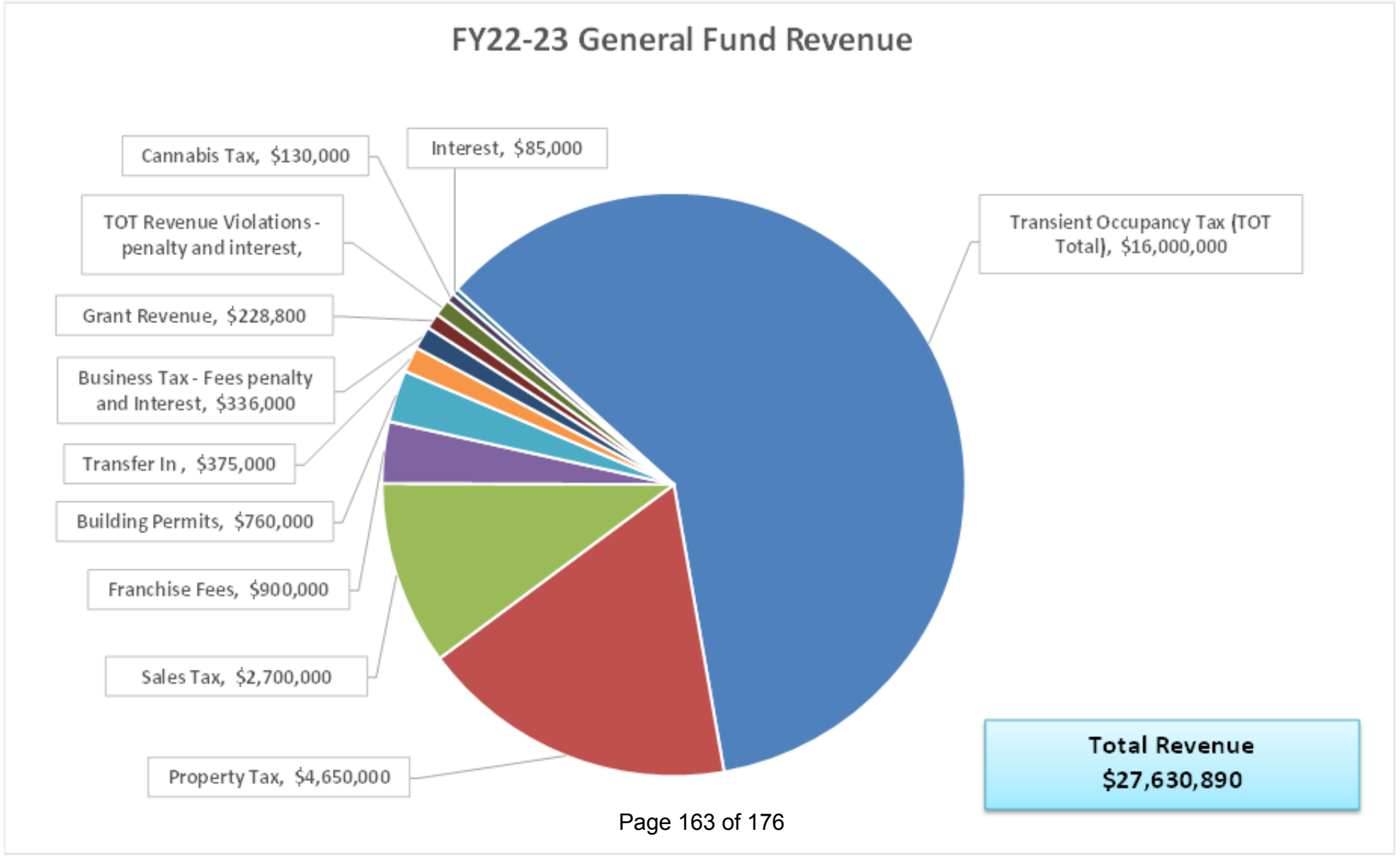
## Key Revenue Components - General Fund

| Item | | Amount | % of Total Revenue |
|---|---|---|---|
| Transient Occupancy Tax (TOT) | $ | 16,000,000 | 57.9% |
| Property Tax | $ | 3,775,000 | 13.7% |
| Sales Tax | $ | 2,700,000 | 9.8% |
| Community Development Permits | $ | 954,000 | 3.5% |
| Property Tax in Lieu VLF | $ | 875,000 | 3.2% |
| Franchise Fees | $ | 900,000 | 3.3% |
| Business Tax - Fees penalty and Interest | $ | 504,000 | 1.8% |
| Other Revenue | $ | 518,500 | 1.9% |
| Recreation Programs | $ | 343,000 | 1.2% |
| TOT Penalty and Interest | $ | 250,000 | 0.9% |
| Public Safety | $ | 302,400 | 1.1% |
| Transit Fee | $ | 125,000 | 0.5% |
| Interest | $ | 85,000 | 0.3% |
| TBID Revenue 1% TBID to Admin | $ | 198,990 | 0.7% |
| Whitemore Pool County Share 50% | $ | 100,000 | 0.4% |
| **Total Budgeted Revenue** | **$** | **27,630,890** | **100.0%** |



Mammoth Lakes CALIFORNIA

# General Fund - Updated Revenue



# Fund 100 - General Fund

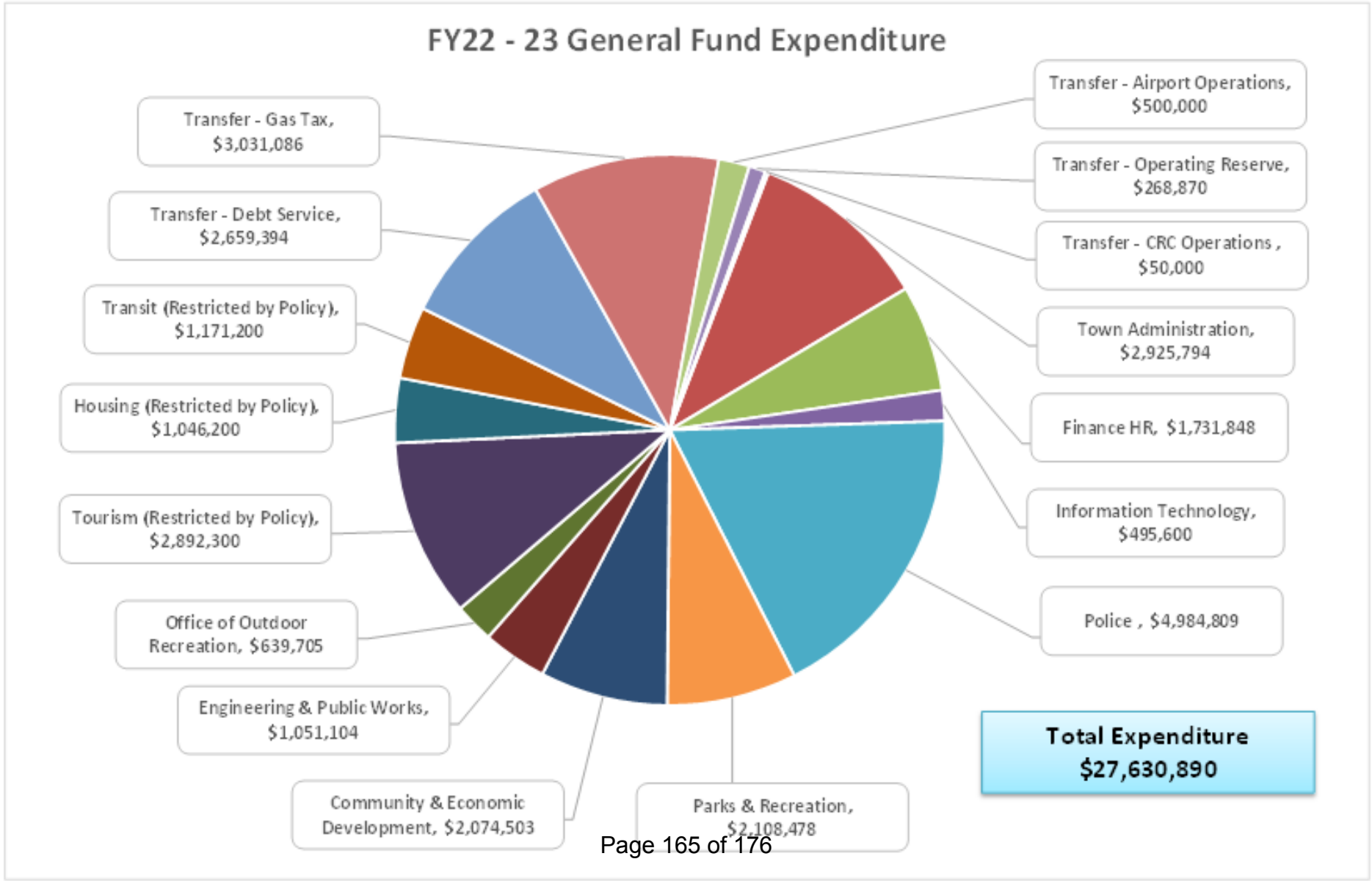
## Items adjusted to balance budget

Preliminary Budget to Tentative Budget

**Expenditure Items**

| Description | | Amount | Notes |
|---|---|---|---|
| **Preliminary Budget Expenditures** | **$** | **27,606,073** | |
| | | | |
| **Misc Adjustments** | | | |
| Legal Services - Contractual Services | $ | (10,000) | Budget Balancing |
| Finance Department - Uniforms | $ | (183) | Budget Balancing |
| General Services - Grant Writing Support | $ | 50,000 | Additional Services Needed |
| Police Department Overtime | $ | (25,000) | Budget Balancing |
| Police Department - Utilities | $ | 15,000 | Trend analysis for current year |
| Police Department Firearms | $ | (5,000) | Budget Balancing |
| | | | |
| **Tentative Budget Expenditures** | **$** | **27,630,890** | |

# General Fund – Expenditure Department Distribution



# Gas Tax Fund (210)

## Gas Tax Fund Revenue by Category

| Item | FY2019-20 Actual | FY20-21 Actual | FY21-22 Budget | FY22-23 Budget | Variance to Prior Year Budget | |
|---|---|---|---|---|---|---|
| Gas Tax | $ 206,948 | $ 208,821 | $ 230,342 | $ 230,342 | $ - | 0.0% |
| Gas Tax - Snow Removal | $ 1,999,871 | $ 2,186,069 | $ 1,500,000 | $ 1,750,000 | $ 250,000 | 16.7% |
| Gas Tax - SB1 | $ 142,612 | $ 139,710 | $ 155,514 | $ 187,691 | $ 32,177 | 20.7% |
| Total Gas Tax | $ 2,349,431 | $ 2,534,600 | $ 1,885,856 | $ 2,168,033 | $ 282,177 | 15.0% |
| Transfer In - General Fund & Garage Services | 2,232,652 | 2,695,390 | 3,013,428 | 3,091,086 | $ 77,658 | 2.6% |
| Misc Revenue | 26,567 | 50,838 | 23,000 | 23,000 | $ - | 0.0% |
| **Total Gas Tax Revenue** | **$ 4,608,650** | **$ 5,280,828** | **$ 4,922,284** | **$ 5,282,119** | **$ 359,835** | **7.3%** |

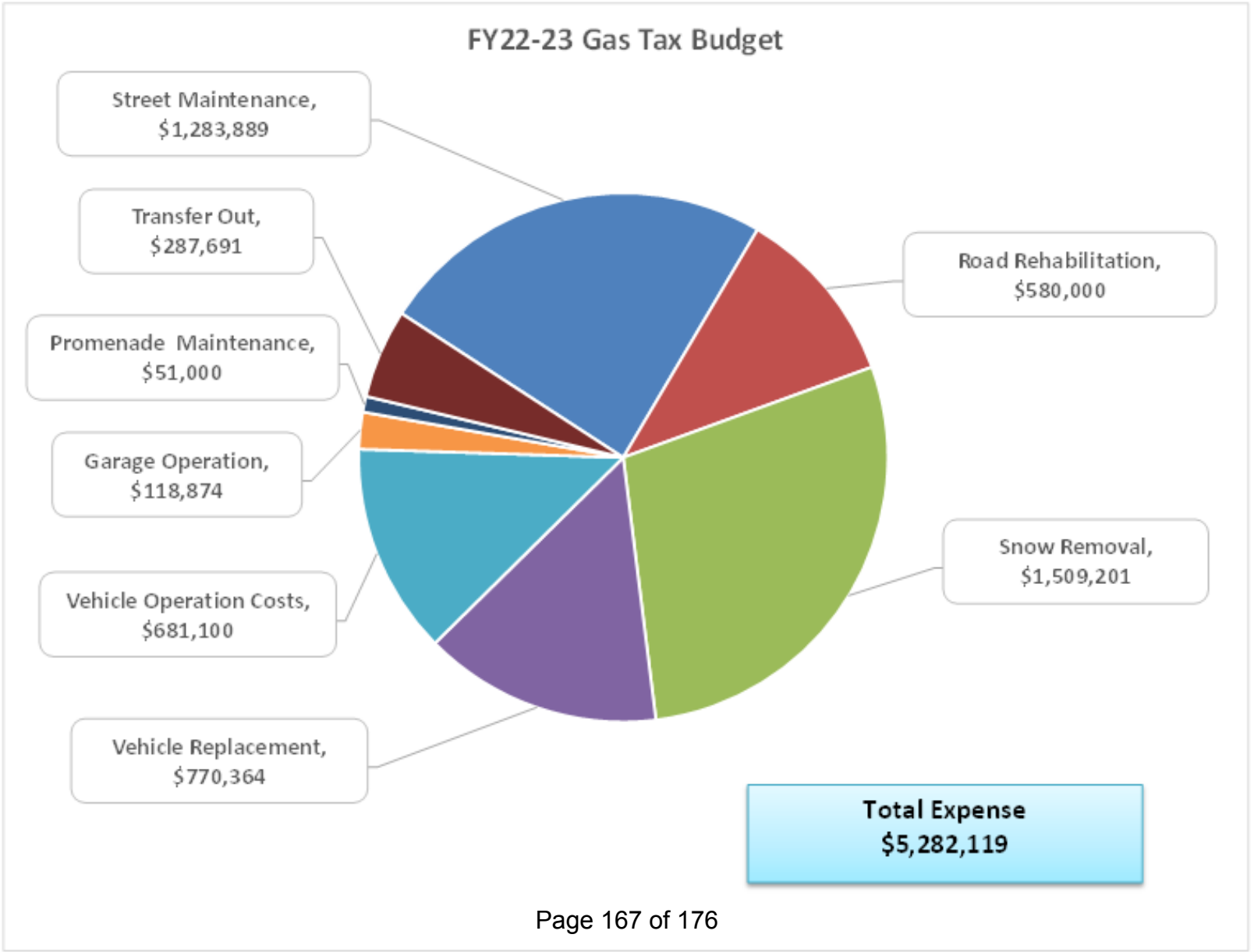
## Gas Tax Fund Expenditures by Category

| Department | FY2019-20 Actual | FY20-21 Actual | FY21-22 Budget | FY22-23 Budget | Variance to Prior Year Budget | |
|---|---|---|---|---|---|---|
| Street Maintenance | $ 899,943 | $ 1,082,159 | $ 1,197,297 | $ 1,283,889 | $ 86,592 | 7.2% |
| Road Rehabilitation | $ 69,595 | $ 99,007 | $ 580,000 | $ 580,000 | $ - | 0.0% |
| Snow Removal | $ 1,120,282 | $ 1,180,015 | $ 1,400,478 | $ 1,509,201 | $ 108,723 | 7.8% |
| Vehicle Replacement | $ 668,246 | $ 815,227 | $ 727,317 | $ 770,364 | $ 43,047 | 5.9% |
| Vehicle Operation Costs | $ 650,143 | $ 589,140 | $ 618,100 | $ 681,100 | $ 63,000 | 10.2% |
| Garage Operation | $ 135,770 | $ 150,807 | $ 117,579 | $ 118,874 | $ 1,295 | 1.1% |
| Promenade Maintenance | $ 50,796 | $ 57,464 | $ 51,000 | $ 51,000 | $ - | 0.0% |
| **Operational Costs** | **$ 3,594,775** | **$ 3,973,819** | **$ 4,691,771** | **$ 4,994,428** | **$ 302,657** | **6.5%** |
| Transfer Out - Assessment District Snow | $ 125,000 | $ 125,000 | $ 125,000 | $ 100,000 | $ (25,000) | -20.0% |
| Transfer Out - SB1 & Road funds for Capital Projects | $ 147,021 | $ 147,021 | $ 147,021 | $ 187,691 | $ 40,670 | 27.7% |
| **Total Transfers Outs** | **$ 2,203,078** | **$ 2,003,461** | **$ 225,609** | **$ 287,691** | **$ 62,082** | **27.5%** |
| **Total Gas Tax Expenditures** | **$ 5,797,853** | **$ 5,977,280** | **$ 4,917,380** | **$ 5,282,119** | **$ 364,739** | **7.4%** |



Mammoth Lakes CALIFORNIA

# Gas Tax Fund – Expenditure Department Distribution



# Measure R – Fund 215 / 216

## Measure R Trails

| Revenue | | Amount | Notes |
|---|---|---|---|
| Transfer In - Fund 216 | $ | 250,000 | Measure R - Trails Construction support |
| | $ | 250,000 | |
| **Expenditures** | | | |
| Staff and Labor | $ | 91,092 | Trail Construction Labor |
| Contractual Services | $ | 142,308 | Funds available for contract trails production |
| Misc Expenses | $ | 16,600 | |
| | $ | 250,000 | |
| Change in Fund Balance | $ | - | |

| Measure R - Annual Revenue | | |
|---|---|---|
| Sales Tax: Measure R | $ | 1,500,000 |
| Total Annual Revenue | $ | 1,500,000 |

| Measure R - Annual Expenses | | |
|---|---|---|
| Transfer to Fund 215 - Trails Construction | $ | 250,000 |
| Community Recreation Center Support | $ | 112,000 |
| Transfer to Fund 100 - Trails Manager | $ | 100,000 |
| MLR Town Agreement - Administration | $ | 90,500 |
| Special Projects | $ | 25,000 |
| Recreation Officer - Partial support | $ | 25,000 |
| Audit Services | $ | 4,250 |
| Equipment Replacement | $ | 2,000 |
| Equipment Maintenance | $ | 2,000 |
| Total Annual Expenses | $ | 610,750 |

| Measure R - Fund Balance Allocation | | |
|---|---|---|
| CRC Capital Project - Interior Improvements | $ | 350,000 |
| SHARPS Planning (NEPA) | $ | 100,000 |
| Measure R - One-Time Funding | $ | 450,000 |

| Measure R - Debt Service | | |
|---|---|---|
| CRC Financing | $ | 615,747 |
| Measure R - Total Expense | $ | 1,676,497 |
| Change in Fund Balance | | (176,497) |

# Measure U – Fund 217

| Measure U - Annual Revenue | | |
|---|---|---|
| Utility Tax: Telephone | $ | 75,000 |
| Utility Tax: Electricity | $ | 485,000 |
| Utility Tax: Gas | $ | 320,000 |
| Interest on Investments | $ | - |
| Total Annual Revenue | $ | 880,000 |

| Measure U - Annual Expenses FY22-23 | | |
|---|---|---|
| Programming | $ | 186,000 |
| Office of Outdoor Rec Coordinator | $ | 75,000 |
| Office of Outdoor Rec Manager | $ | 25,000 |
| Special Projects | $ | 25,000 |
| Transit Services | $ | 25,000 |
| Edison Hall Operations | $ | 15,000 |
| Event Contracts Processing | $ | 7,220 |
| Audit Services | $ | 4,250 |
| Equipment Replacement | $ | 2,000 |
| Total Annual Expenses | $ | 364,470 |

| Measure U - One-Time Expenses FY22-23 | | |
|---|---|---|
| MACC Concept Revision and Update | $ | 100,000 |
| Total One-time Expenses | $ | 100,000 |

| | | |
|---|---|---|
| MACC Operating - Set aside future expense | $ | 300,000 |
| Change in Fund Balance | | 115,530 |



Mammoth Lakes CALIFORNIA

# Airport Fund 220

## Airport Fund Revenue by Category

| Item | FY2019-20 | FY20-21 | FY21-22 | FY22-23 | Variance to Prior Year Budget | |
|---|---|---|---|---|---|---|
| Airport Passenger Facility Fee | $ 9,060 | $ - | $ - | $ - | $ - | 0.0% |
| Car Rental Fee | $ 110,510 | $ 25,226 | $ 20,000 | $ 45,000 | $ 25,000 | 125.0% |
| Commercial Terminal Rent | $ 113,749 | $ - | $ - | $ - | $ - | 0.0% |
| Hanger Ground Lease | $ 97,524 | $ 100,914 | $ 85,000 | $ 110,000 | $ 25,000 | 29.4% |
| FAA COVID Operations Grant (ARGP) | $ - | $ - | $ - | $ 400,000 | $ 400,000 | 100.0% |
| FAA COVID Operations Grant (ACRGP) | | | $ 600,000 | $ 275,000 | $ (325,000) | -54.2% |
| Other Revenues | $ 44,607 | $ 32,828 | $ 39,900 | $ 52,900 | $ 13,000 | 32.6% |
| **Total Airport Revenue** | **$ 375,450** | **$ 158,968** | **$ 744,900** | **$ 882,900** | **$ 138,000** | **18.5%** |
| Transfer In - General Fund | 291,274 | 100,000 | 321,049 | 500,000 | $ 178,951 | 100.0% |
| **Total Airport Revenues** | **$ 666,724** | **$ 258,968** | **$ 1,065,949** | **$ 1,382,900** | **$ 316,951** | **29.7%** |

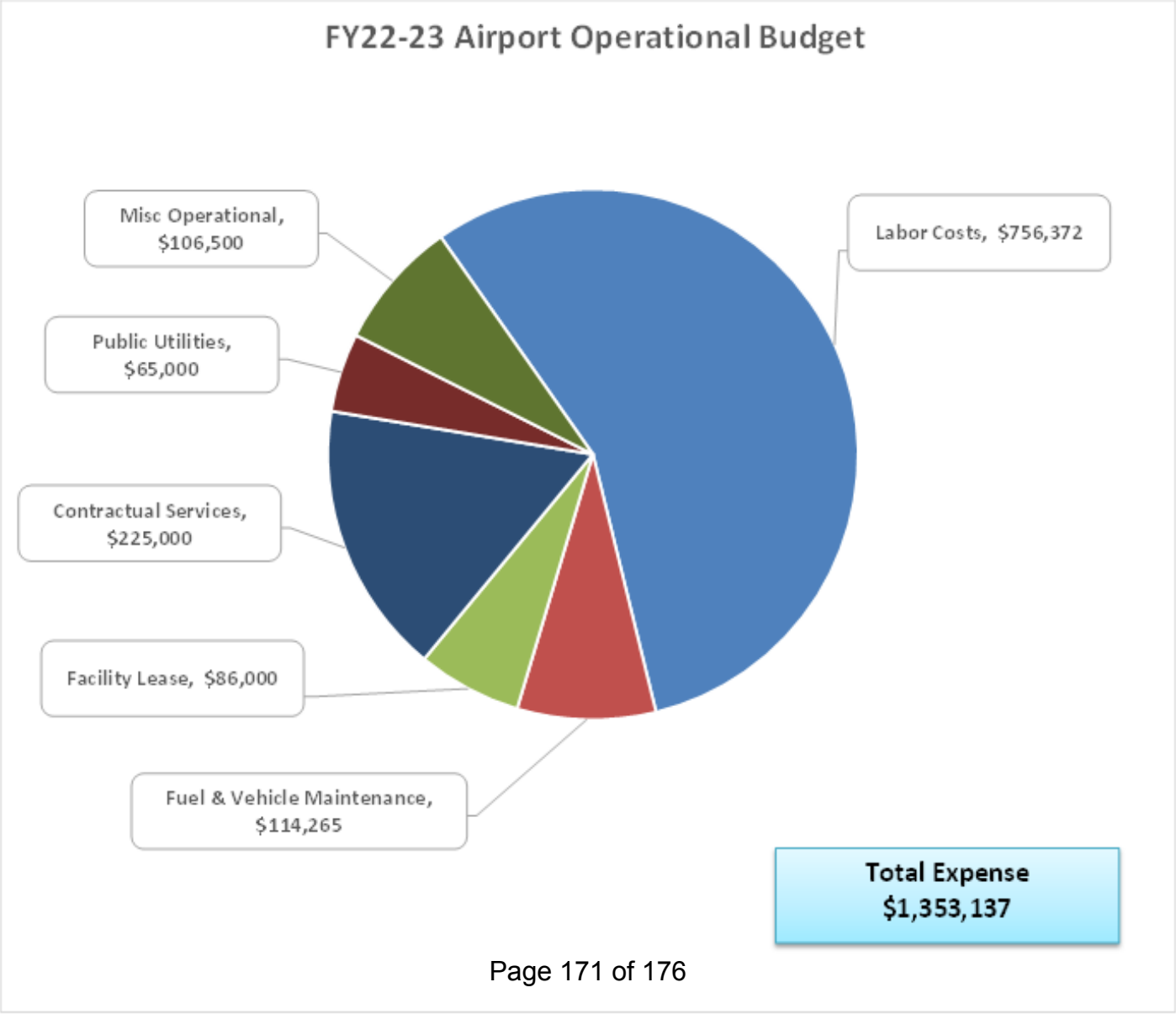
## Airport Fund Expenditures by Category

| Department | FY2019-20 | FY20-21 | FY21-22 | FY22-23 | Variance to Prior Year Budget | |
|---|---|---|---|---|---|---|
| Labor Costs | $ 496,757 | $ 782,185 | $ 571,913 | $ 756,372 | $ 184,459 | 32.3% |
| Fuel & Vehicle Maintenance | $ 75,048 | $ 67,667 | $ 99,126 | $ 114,265 | $ 15,139 | 15.3% |
| Facility Lease | $ 46,579 | $ 54,665 | $ 84,000 | $ 86,000 | $ 2,000 | 2.4% |
| Contractual Services | $ 109,587 | $ 195,960 | $ 175,000 | $ 225,000 | $ 50,000 | 28.6% |
| Public Utilities | $ 59,583 | $ 60,580 | $ 60,000 | $ 65,000 | $ 5,000 | 8.3% |
| Misc Operational | $ 82,027 | $ 65,399 | $ 63,750 | $ 106,500 | $ 42,750 | 67.1% |
| **Operational Costs** | **$ 869,582** | **$ 1,226,457** | **$ 1,053,789** | **$ 1,353,137** | **$ 299,348** | 28.4% |
| Labor Costs - Capital Projects | $ 23,401 | $ 27,064 | $ 136,344 | $ 28,630 | $ (107,714) | 100.0% |
| Contractual Services - Capital Projects | $ 442,487 | $ 191,302 | $ 4,118,741 | $ - | $ (4,118,741) | -100.0% |
| **Capital Project Costs** | **$ 465,888** | **$ 218,366** | **$ 4,255,085** | **$ 28,630** | **$ (4,226,455)** | -99.3% |
| **Total Airport Expenditures** | **$ 1,335,470** | **$ 1,444,824** | **$ 5,308,874** | **$ 1,381,767** | **$ (3,927,107)** | **-74.0%** |



Mammoth Lakes CALIFORNIA

# Airport Fund – Expenditure Department Distribution



# Vehicle Services

## Budgeted Replacement Cost , Fuel and Repairs

| Fund / Department | Description | Vehicle Replacement | Garage Services |
|---|---|---|---|
| 100-416 | General Fund - General Services | $ 30,308 | $ 35,000 |
| 100-420 | General Fund - Police | $ 57,525 | $ 95,000 |
| 100-434 | General Fund - Whitmore Rec Area | $ 24,917 | $ 22,000 |
| 100-438 | General Fund - Parks Maintenance | $ 73,714 | $ 58,000 |
| 210-454 | Gas Tax - Summer Equipment | $ 179,737 | $ 80,000 |
| 210-455 | Gas Tax - Winter Equipment | $ 590,627 | $ 160,000 |
| 220-471 | Airport - Operations | $ 4,265 | $ 45,000 |
| 858-436 | Fractional - Parks & Rec | $ 5,191 | |
| | | $ 966,284 | $ 495,000 |



Mammoth Lakes CALIFORNIA

## Vehicle Replacement Fund

| Division / Description | 7/1/2022 Set Aside Fund Balance | (Gas Tax) 7/1/2022 Restricted Available Balance | 7/1/2022 Unrestricted Available Balance | Total Cash | Funded Ratio | Outstanding Loan Balance |
|---|---|---|---|---|---|---|
| | | Restricted CASH | Unrestricted CASH | | | |
| Division 1 - Public Works - Summer / Winter | $ 5,674,136 | $ 1,927,440 | $ 3,412,370 | $ 5,339,811 | 94.1% | $ 334,325 |
| Division 2 - Parks Maintenance | $ 614,425 | $ - | $ 476,016 | $ 476,016 | 77.5% | $ 138,409 |
| Division 4 - Police Vehicles | $ 526,274 | $ - | $ 526,274 | $ 526,274 | 100.0% | $ - |
| Division 5 - Administration | $ 242,674 | $ - | $ 242,674 | $ 242,674 | 100.0% | $ - |
| Division 6 - Airport | $ 4,126 | $ - | $ 4,126 | $ 4,126 | 100.0% | $ - |
| Division 7 - Summer Roads | $ 633,141 | $ 65,692 | $ 212,890 | $ 278,581 | 44.0% | $ 354,560 |
| Division 8 - Winter Roads | $ 2,958,000 | $ 1,190,182 | $ 1,432,251 | $ 2,622,433 | 88.7% | $ 335,567 |
| Division 18 - Transit Services | $ 785,798 | $ - | $ 754,146 | $ 754,146 | 96.0% | $ 31,652 |
| Fuel Tank Replacement Fund | $ 85,436 | | $ 8,742 | $ 8,742 | 10.2% | $ 76,693 |
| Total Vehicle Replacement | $ 11,524,010 | $ 3,183,314 | $ 7,069,489 | $ 10,252,803 | 89.0% | $ 1,271,207 |
| | | | Outstanding Balance of Loan | $ 1,271,207 | | |

# Debt Reserve / Future Capital - Fund 990

## Town of Mammoth Lakes - Debt Schedule

| DEBT | PURPOSE | INITIAL DEBT AMOUNT | Current Balance | ANNUAL PAYMENT FY22-23 | TERM | END DATE | INTEREST RATE | SOURCE OF PAYMENT |
|---|---|---|---|---|---|---|---|---|
| Lease Revenue Bond (2015) | Refinance COP and Police Facility Funding | $ 3,550,000 | $ 2,179,000 | $ 314,394 | 15 Years | FY2029-30 | 3.51% | General Fund Fund 100 |
| Installment Sales Agreement (2017) | Multi Use Facility | $ 5,500,000 | $ 3,445,000 | $ 615,747 | 10 Years | FY2027-28 | 2.23% | Measure R Fund 216 |
| Taxable Judgment Obligation Bonds (2017) | MLLA Debt | $ 23,995,000 | $ 19,830,000 | $ 1,868,406 | 18 Years | FY2035-36 | 1.750% increasing 0.25% each Year to a maximum interest rate of 4.375% | General Fund Fund 100 |
| Vehicle Replacement - Internal Loan | Operating Cash during econocmic crisis 2012 | $ 4,369,207 | $ 1,271,207 | $340,000 accelerated to $820,000 | No Term | Est. FY23-24 | 0.00% | General Fund Fund 100 |
| CFD 2001-1 Refunding Bonds, (2016) | North Village Development | $ 6,626,919 | $ 5,066,352 | $ 514,136 | 17 Years | FY2033-34 | 3.31% | North Village Assessment District Fund 854 |
| **Total** | | **$ 44,041,126** | | **$ 3,652,684** | | | | |
| | **General Fund Debt** | | | **$ 2,522,801** | | | | |
| | **Measure R Debt** | | | **$ 615,747** | | | | |
| | **Assessment District Debt** | | | **$ 514,136** | | | | |

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.