Town Council Agenda

Wednesday, March 15, 2023, 4:00 p.m.
437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Town Council:

Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, Councilmember Sarah Rea, Councilmember Amanda Rice

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)

5.1 March 2023 Public Works Engineering CIP Update.

5.2 Town Grants Update.

6. STAFF PRESENTATIONS

6.1 Recycling and Sustainability Update.

7. CONSENT AGENDA

7.1 Approve the minutes of the regular meeting of March 1, 2023.

7.2 Approve the minutes of the special meeting of March 7, 2023.

7.3 Waive the second reading and adopt by title only the Ordinance authorizing the levy of special taxes in Community Facilities District 2013-3 (transit services), including certain annexation territories.

7.4 Waive the reading and adopt by title only the ordinance adding Chapter 2.80 “Electronic and Paperless Filing of Campaign Disclosure Statements and Statements of Economic Interest” to the Mammoth Lakes Municipal Code.

8. PUBLIC HEARINGS

Public Hearing Procedure.

The Mayor will open the public hearing and then: Statement and presentation by staff. Statement and presentation by property owner or appellant. Questions from the Town Council. Call for testimony. Rebuttal to previous testimony by property owner or appellant. Close the public hearing, terminating public testimony. The Town Council will deliberate the matter and arrive at a decision.

8.1 2023/24 Parks and Recreation Department Fee Schedule Amendments.

9. POLICY MATTERS

9.1 Agreement with Emanuels Jones and Associates for State Legislative Advocacy Consulting Services.

9.2 Fiscal Year 2023-24 Budget – General Fund Revenue Projections.

9.3 Letter of Support for Bioenergy Wood Innovations Grant.

9.4 Update and Direction on Response to Extreme Weather Declared Emergency.

10. COUNCILMEMBER REPORTS

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

11. CLOSED SESSION

11.1 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph 1 of subdivision (d) of Section 54956.9) Name of case: Main Street Taxpayer Association v. Town of Mammoth Lakes (Case No. : 23UCM82)

12. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

13. ADJOURNMENT

The Town Council will adjourn to a special meeting to be held on Wednesday, March 22, 2023 at 4:00 p.m.

Mammoth Lakes Town Council
Agenda Action Sheet

Title: March 2023 Public Works Engineering CIP Update.

Council Meeting Date: 3/15/2023

Prepared by: Public Works

Recommended Motion: None.

Summary:
The March 2023 CIP update includes most of the Town's active construction projects. With the exception of the Community Recreation Center (CRC) most active construction projects are under winter suspension. Staff continues to plan for next summer's construction season.

Capital Project Update

March Update
Created 3-6-23

Project	Notes
CRC	Additional interior framing has been completed and rough electrical. Hanging Lights installed Some curbs and housekeeping pads have been poured inside the building. Contractor has struggled with winter conditions and has focused on snow management
CRC - Mobility Hub	Project is substantially complete
CRC - Interior Work	Staff is recommending that this work be bid later. Staff recommends contractor focus on existing contract elements.
The Parcel PH 1	Building A and B have had 3 stories of pre-fabricated building modules installed. Connectivity and running of utilities and finishing internal components are being worked on. Installation of public "wet" utilities, including water, sewer and storm drain, is complete along Inyo St and most of Tavern Rd.
Ballfields Rehabilitation Whitmore/Shady	This project is under winter suspension due to snow covering the ballfields. Work will resume in spring and be completed before planned field uses. Remaining work includes installation of new chainlink fencing and final grading of the infield mix that has been placed. Town staff are coordinating with relevant parties to ensure fields are ready for spring gameplay.
60 Joaquin	Staff reviewed the design-build team design review package and comments have been provided back to the design-build team.
OMR Beautification	No bids were received. Town staff continues talks with potential companies. Staff is targeting spring installations.
Main Street Landscaping	Town staff received one bid from a local contractor to perform a portion of the work associated with this project. Town staff is now targeting spring installations.
HSIP Intersection crossings	The Town is working through final details with Caltrans prior to applying for construction funding for upgrades to existing crosswalks at Laurel Mountain Rd and the Post Office. Staff anticipates bidding this winter upon formal allocation of funding and awarding, with work occurring in late winter, weather permitting.
Chaparral Extension (The Parcel)	The contractor has completed tree removal. Construction of the remaining work to resume in the spring.
Laurel Mountain Rd Rehab & Sidewalk	Contract has been awarded. Construction of project will occur in 2023.
Fuel Island	Tanks have been inspected, lined and are back in service. The existing slab will be removed and replaced. This work will be done in the spring. This remediation work will provide a minimum of 10 years of useful life from the existing fuel island.
Minaret MUP	Staff have reviewed and commented on 90% plans and are awaiting final design plans. No construction funding has yet been identified.
New Civic Center	HMC is working on schematic designs for the office space and chambers. Staff is considering a larger outreach program to determine the scope and needs for public spaces. Staff is submitting a grant for public spaces to potentially expand the buildings' ability to respond to emergencies.
Foundation Childcare	Design plans and specifications are substantially complete. Staff working towards public bid and corresponding with AP Architects to have everything ready to release in March.

Main Street MUP	Staff and our consultant are finalizing responses to Caltrans comments on initial plans. Town will then apply for previously programmed STIP funding to cover to the detailed engineering design phase, then continue to work with the consultant to produce construction plans. No construction funding has yet been identified.

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Town Grants Update

Council Meeting Date: 3/15/2023

Prepared by: Sandra Moberly, Community and Economic Development Director

Recommended Motion: None

Summary: Attached is the monthly grants update provided by our grant writing consultant, California Consulting. The update is a summary of all the grants that we are considering applying for, have applied for, or have been awarded.

Town of Mammoth Lakes

February 2023 Report

PARTICIPANTS

Sandra Moberly, Community & Economic Development Director of Mammoth Lakes
Dan Holler, Town Manager of Mammoth Lakes
Al Davis, Police Chief of Mammoth Lakes
Haislip Hayes, Public Works Director of Mammoth Lakes
Nolan Bobroff, Senior Planner - Housing Coordinator at Mammoth Lakes
Lawson Reif, Outdoor Recreation Manager of Mammoth Lakes
Stu Brown, Parks & Recreation Director/PIO of Mammoth Lakes
Daniel Casabian, Sergeant of Mammoth Lakes Police Department
Rob Patterson, Administrative Services Director (HR/Finance) of Mammoth Lakes
Amy Callanan, Engineering Manager of Mammoth Lakes
Steve Samuelian, Owner of California Consulting, Inc.
Michelle Ferguson, Mammoth Lakes Project Lead & Manager from California Consulting, Inc.

GRANTS COMPLETED

U.S. Environmental Protection Agency: Solid Waste Infrastructure for Recycling Grant
Submitted on: February 15, 2023
Amount Requested: $1,843,825
Brief Summary of Grant Request: The Town of Mammoth Lakes (TOML) will use SWIFR to help fund three pilot school gardens at Mammoth Unified School District, while also conducting education/outreach to the community. In partnership with Mammoth Disposal, TOML also intends to implement a Bottle Beverage Container and Water Infill Station Project—providing commercial water use stations free-of-cost—as community coalitions come together to assist with proper installation procedures. Finally, TOML will work with local food establishments/small businesses to initiate and grow its Buoy Restaurant Reusables Program, allocating remaining SWIFR resource supports toward operating a turnkey takeout circular system that champions alternative foodware items purposefully designed to lower the community's carbon footprint.

CA Department of Food and Agriculture (CFA): Community Resilience Centers (CRC) Grant
Will be submitted by: March 10, 2023
Amount Requested: $12,600,000
Brief Summary of Grant Request: The project is to utilize CFA funds to expand TOML's Civic Center—a 2,350 square feet indoor venue featuring a large meeting room, public restrooms, community kitchen/food bank, parking and Wi-Fi—to 8,065 square feet, with elements for the proposed infrastructure also including a cooling/heating center equipped with community kitchens, showers, broadband, and back-up power during an to be used 24/7 year-round in the event of an emergency or climate events. The project has been purposefully designed to strengthen community resilience via the development of much-needed public facilities that not only function as an extended emergency response center but is able to efficiently meet a previously unmet community need by providing a trusted community gathering place that has the

expanded capacity to protect and support our most vulnerable/under-resourced populations more effectively.

GRANTS CURRENTLY IN THE WORKS

CalFire: Wildfire Prevention Grant Program
Deadline: March 15, 2023
Amount: Maximum allowable funding cap of $5 million; Equipment purchase cap increased from $250,000 to $750,000 cumulative
Match: No, but encouraged
Eligibility: Local Government; State Government; Academic Institutions; Native American Tribes; Nonprofit Organizations; Schools/School Districts
URL: www.fire.ca.gov/grants/wildfire-prevention
Summary: CalFire's Wildfire Prevention Grants Program provides funding for fire prevention projects and activities in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Funded activities include hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

California Strategic Growth Council & California Department of Housing and Community Development: Affordable Housing and Sustainable Communities (AHSC)
Deadline: April 4, 2023 by 4pm
Eligibility: A Locality, public housing authority, redevelopment successor agency, transit agency or transit operator, Regional Transportation Planning Agency (RTPA), local Transportation Commission, Congestion Management Agency, Joint Powers Authority
Match: N/A
Amount: $1 million to $30 million
URL: https://sgc.ca.gov/programs/ahsc/
Summary: The AHSC Program will assist project areas by providing grants and/or loans, or any combination thereof, that will achieve GHG emissions reductions and benefit Disadvantaged Communities through increasing accessibility of affordable housing, employment centers, and key destinations via low-carbon transportation resulting in fewer vehicle miles traveled (VMT) through shortened or reduced trip length or mode shift from Single Occupancy Vehicle (SOV) use to transit, bicycling, or walking. Three Project Area types have been identified to implement this strategy:

- Transit Oriented Development (TOD) Project Areas,
- Integrated Connectivity Project (ICP) Project Areas, or
- Rural Innovation Project Areas (RIPA).

· Eligible AHSC projects:

- Affordable Housing Developments, which includes new construction, acquisition, and substantial rehabilitation, including preservation of affordable housing at risk, or conversion of one or more nonresidential structures to residential dwelling units.
- Housing-Related Infrastructure
- Sustainable Transportation Infrastructure
- Transportation-Related Amenities

Program Costs (including active transportation, transit ridership, and workforce development partnerships)

CalFire: Green School Yards Grant Program
Mammoth Lakes POC: Kendra Knight, Pam Kobylarz
Deadline: April 14, 2023
Match: Requires a cost chare (matching) rate of 75/25
Amount: Planning Grant - $75,000 to $1.5 million; Implementation Grant - $1 million to $30 million
Eligibility: Cities, counties, qualifying districts (including schools and eligible child care facilities), or nonprofit organizations
URL: www.fire.ca.gov/media/m0hgphxn/grant-guidelines_school-greening_public-comment.pdf

Summary: The purpose of this grant type is to green schoolyards to protect the health, well-being, and educational opportunity of children most vulnerable to increasing temperatures and extreme heat across California. Projects shall be centered around improving the environmental conditions and experiences for school children with the highest levels of co-benefits. Projects will invest in nature-based climate solutions that deliver multiple benefits such as helping to alleviate extreme heat, improving the immediate environment for students as well as supporting outdoor learning and environmental literacy, while also reducing GHG emissions, improving functionality of urban forests, arresting the decline of urban forest resources, increasing climate change resilience, improving the quality of the environment in urban areas, and optimizing co-benefits to school children and surrounding urban residents.

Firehouse Subs Public Safety Foundation Grant Program
Mammoth Lakes POC: Daniel Casabian
Deadline: April 13, 2023
Match: No
Amount: Up to $35,000
Eligibility: Public safety organizations, such as fire departments, law enforcement agencies, first responders, EMS organizations, nonprofit organizations and schools
URL: https://grants.firehousesubs.com
Summary: There are several grant programs to choose from:

1) Disaster Relief
2) Prevention Education
3) Military and Local Heroes
4) Scholarships and Continued Education
5) **Life-Saving Equipment**

The primary focus of the Life-Saving Equipment Grant revolves around providing first responders with the appropriate, quality much-needed equipment and technology to improve their life-saving capabilities. This includes, but is not limited to: License plate readers, Body cameras, Building exhaust removal systems, Crash data boxes; Dash Cams; Drones and drone accessories; Guns/Firearms/Use of Force equipment (e.g., riot gear, laser pointers/designators, tasers); Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs; Recording devices; Radar detectors; Traffic road barriers; Throw bots; Portable message signs; Narcan/TruNar analyzers; Shop sticks; Power load stretchers; and Security/Surveillance equipment.

FEMA: SAFER for Firefighters Grant Program
Deadline: Spring 2023
Amount: Up to $1.1 million
Eligibility: There are two eligibility tracks this grant program offers

1. ***Hiring Activity:*** The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), rehire laid off firefighters, or to retain firefighters facing layoff. National, regional, state, local, tribal and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity.
2. ***R&R Activity:*** The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Career fire departments are not eligible to apply for funding under the R&R Activity.

Match: No
URL: https://www.fema.gov/grants/preparedness/firefighters/safer
Summary: The Fire Prevention and Safety (FP&S) Grants are part of the Assistance to Firefighters Grants (AFG) and support projects that enhance the safety of the public and firefighters from fire and related hazards. The primary goal is to reduce injury and prevent death among high-risk populations.

CalOES: Hazard Mitigation Grant Program
Deadline: NOI is due by May 10, 2023; Sub Application is due August 4, 2023
Amount: $150,000 to $250,000

Eligibility: Local, state, and federal agencies, nonprofit organizations
Match: Generally, HMA funds may be used to pay up to 75% of the eligible activity costs.The remaining 25% of eligible activity costs are derived from non-Federal sources
URL: www.caloes.ca.gov/office-of-the-director/operations/recovery-directorate/hazard-mitigation/hazard mitigation-grant-program/
Summary: The HMGP funding opportunity provides support for communities to implement mitigation activities to reduce risk to life and property from natural hazards. In California, natural hazards include wildfire, earthquake, drought, extreme weather, flooding, and other impacts of climate change. Sandra and Michelle created an NOI for TOML's Generator Installation /Hazardous Fuel Reduction Project, which focuses on improving public safety and response and permitting Town operations to continue during public safety power shut-offs. Michelle will attend the DR-4683 HMGP Notice of Funding Opportunities webinar on March 8th to see if this is still the NOI TOML would like to submit in May, or if something else might be a better fit at this time.

Southern California Edison (SCE): Fleet Electrification Funding Opportunity
Mammoth Lakes POC: Haislip Hayes
Deadline: Rolling (the process can take 18-24 months, depending on the funding program)
Amount: On average, $200,000 to $400,000
Eligibility: In order to be considered eligible, applicants must have:

- A medium- and/or heavy-duty fleet (GVWR 6,000 lbs. and above)
- An active SCE business customer account
- Plans for, or access to, financing to cover vehicle cost difference
- Plans to purchase or lease two (2) medium- or heavy-duty electric vehicles within 24 months of executing a contract.

Summary: There are two types of Transportation Electrification Advisory Services being offered:

1) SCE Charge Ready Transport - Helps medium- and heavy-duty fleets determine the feasibility of their specific electrification project.
2) EnergIIZE - Helps medium- and heavy-duty fleets reduce the cost of purchasing EVs.

To begin the application process, Michelle will need to know the following:

- Your fleet size;
- If your fleet's "home base" is in SCE's service territory; and
- Your commitment to purchasing two EVs within two years of executing a contract with a funding agency.

A typical application takes nine weeks to prepare and requires the following items: Insurance documentation; Photos (GVWR, VIN, EMY, ESN, EFN); DMV registration; Executive orders; Historical use reports (e.g., mileage reports); Titles and proof of ownership; Campaign Disclosure; IRS W-9; Direct Deposit Authorization

GRANTS UNDER CONSIDERATION

U.S. Department of Transportation/FTA: FY2023 Low or No Emission Vehicle Grant Program
Deadline: April 13, 2023
Mammoth Lakes POC: Lawson Reif
Amount: Up to $1,221,350
Match: Yes
Eligibility: State governments, County governments, City or Township governments
URL: https://grantsforus.io/type-of-eligible-entity/organizations/local-government-agencies/dot-fta-2023-low-or-no-emission-vehicle-program/
Summary: The purpose of the Low-No Program is to support the transition of the nation's transit fleet to the lowest polluting and most energy efficient transit vehicles. The Low-No Program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses, including acquisition, construction, and leasing of required supporting facilities. Mammoth Lakes' single

application to acquire an electric snowcat will include both vehicle and facility components, along with associated equipment and workforce development plan.

Caltrans: Reconnecting Communities - Highway to Boulevard Pilot Program
Deadline: April 2023 (exact date TBD)
Mammoth Lakes POCs: Haislip Hayes, Sandra Moberly
Amount: For Planning grants - $500,000 to $2 million; For Construction grants - $3 million to $100 million
Match: No, but highly encouraged
Eligibility: For Planning grants - A joint powers authority, Local or regional agencies, Transit agencies, Nonprofits or community-based organizations; For Construction grants - Must be the owner of the facility that is creating the barrier for the community
URL: https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/rc-h2b
Summary: Caltrans' Reconnecting Communities Program centers on equitable community engagement and relationship building to facilitate a way for affected communities to express how they are burdened by highway facilities, identify their need for reconnection and improved access, and develop transformational strategies and connectivity solutions. Funding is intended to assist with the conversion of key underutilized highways in the state into multi-modal corridors to reconnect communities divided by transportation infrastructure. These legacy impacts will be addressed through community-based transportation planning, design, demolition, and/or reconstruction of city streets, parks, or other infrastructure. Eligible applicants must make sure to achieve at least one of the following pilot program's goals of:

- Restoring community connectivity through the removal, retrofit, mitigation, or replacement of eligible transportation infrastructure facilities that create barriers to mobility, access, or economic development.
- Providing matching funding for potential federal grant funds.
- Advancing health and equity outcomes for underserved communities by removing health, safety, and access barriers associated with transportation infrastructure within communities.
- Improving access to opportunity by improving travel options and reducing combined household transportation and housing costs for underserved communities.
- Creating opportunities for implementation of affordable housing and furthering the advancement of fair housing.
- Preventing or minimizing direct and indirect displacement effects from project implementation.

California Department of Parks & Recreation: Land and Water Conservation Fund (LWCF)
Deadline: June 1, 2023
Mammoth Lakes POCs: Stu Brown, Dan Holler
Amount: $200,000 to $7 million
Eligibility: Local, state, and federal agencies, nonprofit organizations
Match: Yes – 50%
URL: https://www.parks.ca.gov/?page_id=30240
Summary: Land and Water Conservation Fund (LWCF) grants provide funding for the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians. Since 1965, over one thousand parks throughout California have been created or improved with LWCF assistance (e.g., restrooms, program equipment, capital, etc.) Mammoth Lakes will use this funding opportunity for infrastructure improvements made to MLF Property Dog Park, Restrooms for Parcel Park, Outdoor Amphitheater, and supporting parking amenities since the Town currently has the needed matching 50% funds with what's already been programmed.

California Natural Resources Agency: Environmental Enhancement and Mitigation (EEM) Program
Deadline: June 2, 2023
Mammoth Lakes POC: Haislip Hayes
Amount: $500,000 to $1,000,000
Eligibility: Local, state, and federal agencies and 501(c)(3) nonprofit entities may apply for and receive grants
Match: Matching funds are not required for EEM Program grants. However, project proposals which include other sources of funds for the proposed project may be more competitive.
URL: https://catc.ca.gov/programs/environmental-enhancement-mitigation

Summary: The EEM Program awards grants to environmental enhancement and mitigation projects that are directly or indirectly related to the environmental impact of modifying existing transportation facilities or the design, construction, or expansion of new transportation facilities. EEM Program projects must fall within one of three categories: highway landscape and urban forestry; resource lands; or roadside recreation. Projects funded under this program must provide environmental enhancement and mitigation over and above that otherwise called for under the California Environmental Quality Act (CEQA).

California Department of Parks & Recreation: Recreational Trails Program (RTP)
Deadline: June 15, 2023
Mammoth Lakes POCs: Stu Brown, Dan Holler
Amount: Up to $2 million
Eligibility: Cities, counties, districts, state agencies, federal agencies and nonprofits with management responsibilities of public lands
Match: Yes – 12%
URL: https://www.parks.ca.gov/?page_id=30240
Summary: The Recreational Trails Program (RTP) provides funds annually to develop and maintain recreational trails and trails-related facilities for both non-motorized and motorized projects. The RTP is administered at the federal level by the Federal Highway Administration; and at the state level by the California Department of Parks & Recreation and the Department of Transportation's Active Transportation Program.

GRANTS WATCH LIST □

California Strategic Growth Council: Community Resilience Center (CRC) Grant Program
Deadline: NOFO will be published in late Spring, with applications due in Summer 2023
Amount: Planning Grant - $20,000 to $500,000; Implementation Grant - $5 million to $10 million
Match: No
Eligibility: Public entities, including:

- o California incorporated cities, whether or not chartered cities
- o California counties, including unincorporated communities
- o Local, regional public agencies, and districts at the county level including community-choice aggregators, special districts, joint powers authorities, councils of governments, and other forms of local government

If the Lead *Applicant* is a public agency, they must provide evidence of a passed formal resolution in the CRC Proposal that includes an authorization to apply for and accept a CRC Implementation Grant, and authority to execute all related documents if awarded.
URL: https://sgc.ca.gov/programs/community-resilience-centers/
Summary: SGC's Community Resilience Centers (CRC) program intends to build both *climate resilience* and *community resilience* across California. The program will fund *physical infrastructure*, including retrofits and new construction of facilities and accompanying campus amenities, as well as *social infrastructure*, including integrated delivery of services and programs to share knowledge, build networks, and strengthen capacity. The CRC program will invest in community-serving facilities, expect community engagement throughout all phases, and require collaborative stakeholder structures to ensure local residents and community-based organizations (CBOs) are meaningfully and consistently included in governance and decision-making for awarded Community Resilience Centers. CRC projects should balance shorter-term needs and longer-term needs, equip CRC Facilities with emergency activation capabilities and plans, and include year-round delivery of services and programs that build community resilience. CRCs should also prioritize the most vulnerable residents and communities in their decision-making, design, and implementation. CRCs will serve as both resilience centers during specific climate or emergency events, as well as provide ongoing programming and community services. Therefore, existing

community-serving locations may include, but are not limited to, the following: schools, libraries, community centers, youth and/or senior centers, health clinics, places of worship, and foodbanks. Additional possibilities depending on local context include small business incubators, commercial kitchens, workforce development and training facilities, and cultural centers. Regardless of facility type, Applicants must demonstrate how that facility serves (or could serve) the local community both during emergency activations and year-round during non-emergencies.

California Strategic Growth Council: Transformative Climate Communities (TCC) Grant
Deadline: Planning Grant Applications due July 1, 2023
Amount: $300,000 to $105 million
Match: 1:1 match, 50/50 leverage
Eligibility: State, MPO, local government, tribal governments and other combinations
URL: https://sgc.ca.gov/programs/tcc/
Purpose: Planning Grants fund planning activities to prepare disadvantaged communities for future funding opportunities in programs that align with the TCC Program's objectives. These include:

- Funding the implementation of neighborhood-level projects with multiple, integrated projects;
- Empowering communities to choose their own strategies for reducing greenhouse gas emissions and achieving community benefits; and
- Prioritizing CA's most disadvantaged communities, e.g., neighborhoods ranked in the top 25% of CalEnviroScreen.

The primary purpose of this grant is to reduce GHG emissions by way of tree planting, changing gas stoves to electric, etc. and its application process is extremely labor intensive (at minimum, we should give ourselves at least three months to complete the application).

U.S. Bureau of Reclamation: WaterSMART Grant Program
Deadline: July 28, 2023
Amount: Up to $364,706
Eligibility:
Category A – States, Indian Tribes, irrigation districts, and water districts; any state, regional, or local authority whose members include one or more organizations with water or power delivery authority; and other organizations with water or power delivery authority.
Category B – Nonprofit conservation organizations that are acting in partnership and with the agreement of an entity described in Category A.
Match: Yes – 50%
URL: https://www.usbr.gov/watersmart/
Purpose: The Division of Financial Assistance (DFA) administers the implementation of the State Water Resources Control Board's (State Water Board) financial assistance programs that include loan and grant funding for construction of municipal sewage and water recycling facilities, remediation for underground storage tank releases, watershed protection projects, nonpoint source pollution control projects, etc. DFA also administers the Operator Certification Program. Projects conserve and use water more efficiently; increase the production of hydropower; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to water supply reliability in the western United States. Projects are selected through a competitive process and the focus is on projects that can be completed within two or three years.

DOT: Discretionary Grant Program for Charging and Fueling Infrastructure
Deadline: TBD
Amount: Up to $2.5 million
Match: Yes – 80%
Eligibility: NEVI Formula Program funds are restricted to projects that are directly related to EV charging infrastructure that is open to the public or to authorized commercial motor vehicle operators from more than one company.

URL: www.fhwa.dot.gov/environment/alternative_fuel_corridors/nominations/90d_nevi_formula_program_guidance.pdf
Purpose: After plan approval, states can be reimbursed for those costs and now have a wide range of options to use their NEVI Formula funding for projects directly related to the charging of a vehicle, which could include upgrade of existing and construction of new EV charging infrastructure, operation and maintenance costs of these charging stations, installation of on-site electrical service equipment, community and stakeholder engagement, workforce development activities, EV charging station signage, data sharing activities, and related mapping analysis and activities. Proposed standards for EV charging require electricians working on EV charging infrastructure installation to be certified through the Electric Vehicle Infrastructure Training Program, a non-profit, industry-recognized training program.

1) Innovative aviation
2) Smart grid
3) Traffic signals

DOE: Advanced Energy Manufacturing and Recycling Grant Program
Deadline: Estimated application opening date, 1st quarter 2023
Amount: $10,000,00 to $100,000,000
Match: Yes - ≥50%
Eligibility: In accordance with BIL Section 40209, applicants will be required to provide evidence of the following eligibility criteria: 1) Gross annual sales of less than $100,000,000; 2) Fewer than 500 employees at the plant site of the manufacturing firm; and 3) Annual energy bills that total more than $100,000 but less than $2,500,000.
URL: www.energy.gov/clean-energy-infrastructure/advanced-energy-manufacturing-and-recycling-grants
Purpose: The Advanced Energy Manufacturing and Recycling Grant Program is designed to provide grants to small- and medium-sized manufacturers to enable them to build new or retrofit existing manufacturing and industrial facilities to produce or recycle advanced energy products in communities where coal mines or coal power plants have closed. Eligible uses include, but aren't limited to:

- Re-equipping, expanding, or establishing a manufacturing or recycling facility for the production or recycling of advanced energy technologies (including clean electricity, industrial decarbonization, clean transportation, clean fuels, etc.); or
- Re-equipping an industrial of manufacturing facility with equipment designed to reduce greenhouse gas emissions of that facility.

Caltrans: Carbon Reduction Program
Deadline: N/A
Amount: $26,064
URL: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/crp/2022/2022-crp-distrib-pop-over-200k.pdf
THE GOOD - It is a very easy application (see attached) and the range of projects they support is quite wide in variation—mode shift, sustainable pavements/construction materials, climate uses of highway ROW, for example— as long as all proposed action supports the reduction of transportation emissions. Also, CRP funds are available for obligation for up to four years.
THE BAD - CRP guidelines state an estimated $1.39 billion has been set aside for FY 2023. For California, Caltrans broke down funding categories by population, so that areas with populations under 5K were allocated $3,737,429, which is still a lot of $$ to pursue. However, when we break down CRP sub-allocations set aside for Mono County in particular, total apportionment distribution is rather tiny at $26,064.
**NOTE: When CRP guidelines are released for 2023, I do think it's worth applying for if we keep the proposed budget under $26K and consult with Mono County's regional transportation planning organization/MPO prior to best determine which activities should be carried out under the project.

U.S. Department of Transportation (DOT) Federal Highway Administration: Congestion & Air Quality Improvement (CMAQ) Program
Deadline: TBD for Mono County
Amount: $200,000 to $5,000,000

Match: No
Eligibility: Public agencies
URL: https://www.fhwa.dot.gov/environment/air_quality/cmaq/index.cfm
Purpose: CMAQ funds are used for projects which mitigate congestion and reduce vehicle emissions. The CMAQ program provides a flexible funding source for State and local governments to fund transportation projects and programs to help meet the requirements of the Clean Air Act (CAA) and its amendments. CMAQ money supports transportation projects that reduce mobile source emissions in areas designated by the U.S. Environmental Protection Agency (EPA) to be in nonattainment or maintenance of the national ambient air quality standards. Examples of desirable CMAQ projects/programs include, but aren't limited to:

- Diesel engine retrofits and other advanced truck technologies
- Idle reduction
- Congestion reduction, traffic flow, and transit service improvements
- Freight and intermodal
- Transportation control measures
- Transit vehicle engine retrofits and vehicle replacements
- Bicycle and pedestrian facilities and programs
- Travel demand management
- Public education and outreach activities
- Transportation management associations
- Carpooling and vanpooling
- Transit vehicle engine retrofits and vehicle replacements
- Extreme low temperature cold start program
- Training
- Inspection and maintenance programs
- Alternative fuels and vehicles

CalRecycle: Tire-Derived Aggregate (TDA) Grant Program
Deadline: December 7, 2023
Amount: $350,000 is the maximum ask
Match: No
Eligibility: City or township governments, Special district governments, County governments
URL:
https://calrecycle.ca.gov/tires/grants/tda/#:~:text=The%20Tire%2DDerived%20Aggregate%20(TDA,alternative%20to%20conventional%20lightweight%20aggregates
Purpose: The California Department of Resources Recycling and Recovery (CalRecycle), administers tire grant programs to provide opportunities to divert waste tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content tire products. The Tire-Derived Aggregate (TDA) Grant Program provides assistance to civil engineers in solving a variety of engineering challenges. TDA, which is produced from shredded tires, is lightweight, free-draining, and a less expensive alternative to conventional lightweight aggregates. Eligible applicants include cities, counties, special districts, state agencies (including offices, departments, bureaus, and boards), qualifying Indian Tribes, and private for-profit entities that fund public works projects located in California. Projects generally fall into one of five categories:

- Category 1: Mechanically Stabilized TDA (retaining walls).
- Category 2: Low Impact Development (storm water mitigation including storm water infiltration galleries).
- Category 3: Lightweight fill (slope stabilization, embankment fill, landslide repair, and retaining walls).
- Category 4: Vibration mitigation (under rail lines).
- Category 5: Landfill application (aggregate replacement projects such as leachate and gas collection systems, drainage layers, leachate injection). Projects that are currently underway or that have been completed at the same location within the same facility within three years of application are not eligible. Landfill application projects do not include use of shredded waste tires as alternative daily cover or alternative intermediate cover.

- Zero-Emission Fleet Transition Grant Program
  Due: TBD

- California Strategic Growth Council: Regional Climate Collaboratives Program
  Due: October 6, 2023

Upcoming Fire Protection Funding Opportunities:

1) **California Fire Foundation Grant Program**
   Deadline: May 2023 (estimated)
   Amount: $5,000 to $15,000
   Summary: The California Fire Foundation (CFF) offers grant opportunities to fire departments, firefighter associations and community-based organizations whose vital projects focus on keeping Californians, our state's communities and first responders safe. Recent fire seasons in California have been the deadliest and most destructive on record. Despite a promising start to the water year, the state remains in a drought. As weather heats up across California, wildfire risk increases. Our grantees are actively addressing some of the state's toughest wildfire and disaster prevention, preparedness, relief and recovery needs.

2) **Brothers Helping Brothers Grant Program**
   Deadline: Rolling
   Amount: $500 to $13,000
   Summary: Applicant organization must serve a population of fewer than 10,000 people or organization must have less than 30 employees which a majority is volunteer or paid per call personnel. Applying organizations must demonstrate financial need and appropriately establish the risk in their community, how many people will benefit, and how the tools or equipment will help benefit activities in their community. If funds are granted, they must be spent within one year of the grant being awarded. Applying organizations must show proof of purchase to Brothers Helping Brothers. Helps small and rural fire departments throughout the U.S. with equipment needs by donating vital life-saving tools. Equipment grants as well as used equipment donations are provided**.**

3) **Firefighters Charitable Foundation Grant Program**
   Deadline: Rolling
   Amount: Varies
   Summary: The Firefighters Charitable Foundation continues to provide assistance to those in need. Grants are given to assist local fire/disaster victims, fire prevention education, community safety programs, burn centers, burn camps, hospitals and other organizations that meet our criteria as stated in our mission. The following grants are available that meet specific grant requirements:
   - **Burn Center/Hospital Program -** This grant is available nationally to an organization to be used to provide necessary treatment and purchase any equipment that would benefit your organization to help those in need.
   - **AED (Automatic External Defibrillator) -** This grant is available nationally to an organization that would like to implement an AED program for their community.
   - **Community Smoke Detector Program -** This grant is available for Volunteer Fire Departments, Safe Kids Coalitions, and other organizations to assist with implementation of a smoke detector, battery replacement program in their local community.

TOWN COUNCIL STAFF REPORT

Title: Recycling and Sustainability Update.

Meeting Date: March 15, 2023

Prepared by: Pam Kobylarz, Assistant to the Town Manager
Kendra Knight, Sustainability Coordinator for Mammoth Disposal

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RECOMMENDATION:

No action.

SUMMARY:

Kendra Knight, Sustainability Coordinator for Mammoth Disposal, will give a presentation regarding current and future legislation related to recycling and reduction of single-use plastics, an update on TOML recycling programs, and a summary of current and future grant funding opportunities related to recycling programs.

We will also receive a presentation regarding the Buoy reusable restaurant take-out container program. The Town of Mammoth Lakes and Mammoth Disposal have been working with Buoy to implement this program and expect to start piloting the program with several restaurants this summer.

MAMMOTH DISPOSAL



Reduce Reuse Refuse Repurpose Recycle

Kendra Knight | Sustainability Coordinator

Town of Mammoth Lakes Update: March 2023

Kendra.knight@wasteconnections.com

760.616.4307

Recent CA State Recycling Legislation Affecting TOML

- **SB 54** California Governor Gavin Newsom signed the Plastic Pollution Prevention and Packaging Producer Responsibility Act (SB 54) on Jun 30, 2022, requiring all packaging in the state to be recyclable or compostable by 2032. California's SB 54 is one of the most comprehensive plastic legislations to be passed, based on input received from businesses, environmental organizations, and waste management groups. The law will impact manufacturers and sellers of all goods offered for sale in California.

Law will require all plastic-covered materials offered in California to be recycled at the following levels:

- At least 30 percent on and after Jan 1, 2028.
- At least 40 percent on and after Jan 1, 2030.
- At least 65 percent on and after Jan 1, 2032.
- Currently CalRecycle is forming an advisory board for SB 54 comprised of business owners, environmental specialists, government, rural representation, etc. Kendra Knight will apply on behalf of TOML for rural representation.

- **AB 1276** Prohibits full-service restaurants from providing single-use plastic straws or foodservice ware unless the customer requests it. Took effect JUNE 1, 2022. Reducing single-use food serviceware. The bill expands California's existing plastic straw-on-request law to include other single-use serviceware, such as utensils. The bill applies to most restaurants, take-away counters and third-party delivery platforms. Restaurants must supply single-use serviceware if requested by customer. However, restaurant must not provide single-use serviceware if not requested by customer. Enforced by local enforcement agency. Fines enforced for non-compliance. Effective June 1, 2022. TOML has an exemption status for SB 1383, however all restaurants must comply with AB 1276. Fines up to $25/day.

MAMMOTH DISPOSAL

Ongoing CA State Recycling Legislation Affecting TOML

- **AB 341 Purpose** To reduce GHG emissions by diverting commercial solid waste to recycling efforts and to expand the opportunity for additional recycling services and recycling manufacturing facilities in California.

Business Commercial Recycling Requirements. A business (includes public entities) that generates four cubic yards or more of commercial solid waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services. Businesses can take one or any combination of the following in order to reuse, recycle, compost or otherwise divert solid waste from disposal:

- Self-haul.
- Subscribe to a hauler(s).
- Arrange for the pickup of recyclable materials.
- Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.

- **SB 1383** In September 2016, Governor Brown set methane emissions reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets must:

- Reduce organic waste disposal 75% by 2025.
- Rescue for people to eat at least 20% of currently disposed surplus food by 2025.

Landfills Are Third Largest Source of Methane in California Organic waste in landfills emits:

- 20% of the state's methane, a climate super pollutant 84 times more potent than carbon dioxide.
- Air pollutants like PM 2.5, which contributes to health conditions like asthma.
- Organics like food scraps, yard trimmings, paper, and cardboard make up half of what Californians dump in landfills.
- Reducing Short-Lived Climate Super Pollutants like organic waste will have the fastest impact on the climate crisis.

MAMMOTH DISPOSAL

What does this mean for TOML?

- ✓ January 2022: Approval given for TOML's Elevation (never expires) and Rural (expires in 2026 and we will re-apply) Waivers of Exemption from CalRecycle.
- ✓ TOML will be required to adhere to certain guidelines within SB 1383: education, outreach, procurement of recycled content products, record keeping, separation of green waste and monitoring businesses subject to Mandatory Commercial Recycling (MCR) under AB 341 and AB 1826. However, we will be exempt from separation of organics (other than paper, cardboard and green waste), due to our rural location.
- ✓ Applying for grants for **new school gardens** at MUSD schools and pilot **composting programs** in our local Mammoth schools and restaurants. Applying for grants for **recycling, green waste** and **cardboard containers**.
- ✓ SB 1383: Locally, Vons and Grocery Outlet would be subject to the requirements and the local food recovery organization is primarily the Inyo Mono Advocates for Community Action (IMACA) food bank.
- ✓ Currently working on our TOML Edible Food Recovery Capacity Plan, with collaboration from IMACA for record keeping and compliance with SB 1383.
- ✓ SB 1383 & AB 341: Collaboration with CalFresh and High Sierra Energy Foundation for education and outreach.
- ✓ Providing trash assessments for businesses going through the Green Certification process with High Sierra Energy Foundation (HSEF).
- ✓ **April Earth Month** Luncheon with ML Chamber of Commerce, SCE and HSEF. Presentations to **6** organizations, **assemblies** in all MUSD schools and Mono & Inyo Counties. Bishop and Lone Pine **Earth Day events**.
- ✓ SB 54: Working with the Mammoth Lakes Restaurant Association to find a viable reusable to-go container solution for TOML is a great option.

MAMMOTH DISPOSAL

TOML Recycling Grants Management

Funding Received:

- 2021-23 CalRecycle Container and Recycling Grant **$250,000**: new sort-line at our Materials Recovery Center (MRF), new recycling containers, new bear resistant bins. With snow challenges the transition of our shop to buy back center has been delayed, which has delayed the opening of our new MRF.
- 2022-23 CalRecycle SB 1383 School Garden Grant **$20,000**: tower gardens in all MUSD schools, mobile greenhouses, education and outreach. Once MHS construction is complete a greenhouse will be potentially placed there.
- 2022-23 CalRecycle Bottle Beverage Program **$5,000**: repair and enhance Vons recycling structure with new roof, new 3-bin recycling container system and new cardboard bin. Will be complete this summer.

Funding Requested:

- 2023 Environmental Protection Agency Solid Waste Infrastructure for Recycling Grant **$1.8 million**: Restaurant reusables program with Buoy, school greenhouses, mobile community greenhouses, new green waste and cardboard containers, new recycling bins, personnel. Collaboration with Parks & Rec for kid's summer programs.
- 2023 CalFire Green Schoolyards Grant **$500,000:** green spaces, composting demonstration and garden education for local parks, schools and community centers.
- 2023 CalRecycle SB 1383 School Garden Grant **$20,000:** additional mobile greenhouses, school gardens and education and outreach.
- 2023 CalRecycle Bottle Beverage Program **$5,000:** incentivization for Green Business Program**;** water filling stations for local businesses in collaboration with HSEF.

MAMMOTH DISPOSAL

Snow doesn’t stop us. Our new transfer station is open!

We are permitted for 3 days of waste left on the floor at our new transfer station and were able to haul the waste out on time.







MAMMOTH DISPOSAL

NEW Magnet with QR code for Recycle Right Guide



SB 54: Plastic Pollution Prevention and Packaging Producer Responsibility Act

California's Packaging Challenge

Nearly every consumer product comes wrapped in packaging.

Packaging is about 25% of waste landfilled in California.

To address packaging issues producers must reduce how much packaging they use and make sure it gets recycled.



The Most Sweeping Plastic Pollution Reduction Law in US

Senate Bill 54 (SB 54, Allen, Chapter 75, Statutes of 2022) established the Plastic Pollution Prevention and Packaging Producer Responsibility Act.

This law sets the first specific source reduction goals in US history, a critical step to build a circular, reuse economy.

Shifts Packaging Pollution Burden from Consumers to Producers

The legislation shifts the plastic pollution burden from consumers -- who currently pay for landfilling and pollution clean up -- to the plastics industry.

It raises $5 billion from industry members over 10 years to help cut plastic pollution and support disadvantaged communities hurt most by the damage of plastic waste.

SB 54 Regulatory Requirements

This packaging reform law requires by 2032:



25% of Plastic Packaging Cut



65% of Single-Use Packaging Recycled

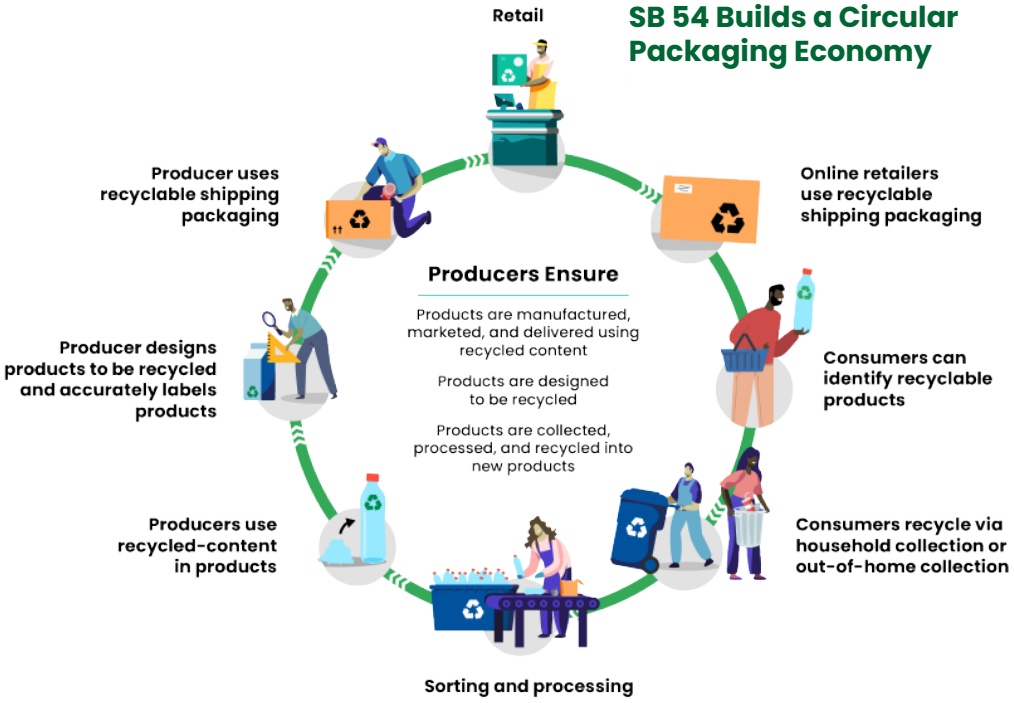


100% Packaging in California Recyclable

Producers Must Ensure Packaging Sold in California Is Recyclable

The bill directs producers to create a Producer Responsibility Organization (PRO) and to implement an EPR program in which producers to design, fund, and operate a statewide program that properly collects and recycles or composts their discarded products.

SB 54 Builds a Circular Packaging Economy



SB 54 Program Implementation Timeline



Producer Responsibility Organization

CalRecycle

- Creates Program
- Increases Recycling
- Enrolls Manufacturers
- Cuts Trash Pollution in Disadvantaged Communities

- Oversees Program
- Appoints Advisory Board
- Researches Packaging Waste Types
- Feedback on Plan and Budget

SB 54: CalRecycle Activities

		Recurring Activities
2023	July 1, 2023: Appoint Advisory Board Hold Informal Rulemaking Workshops & Engage with Stakeholders	
2024	Hold Informal Rulemaking Workshops & Engage with Stakeholders	• Publish list of recyclable and compostable materials in CA
2025	Establish baseline for Plastic Materials for Source Reduction Report to Legislature Promulgate regulation by January 1, 2025 Material Characterization Study published	• Publish list of recyclable and compostable materials in CA
2026	Review and approve producer responsibility organization (PRO) plans Publish covered material recycling rates CalRecycle and Advisory board consider	• Publish list of recyclable and compostable materials in CA
2027	Report to Legislature	• Publish list of recyclable and compostable materials in CA Review annual report Review of annual audits of PRO accounting books
2028	Publish materials characterization study Publish covered material recycling rates CalRecycle and Advisory board consider recycling rate adjustment	• Publish list of recyclable and compostable materials in CA Review annual report Review of annual audits of PRO accounting books
2029	Report to Legislature	• Publish list of recyclable and compostable materials in CA Review annual report Review of annual audits of PRO accounting books
2030	Publish materials characterization study Publish covered material recycling rates CalRecycle and Advisory board consider recycling rate adjustment	• Publish list of recyclable and compostable materials in CA Review annual report Review of annual audits of PRO accounting books
2031	Report to Legislature Review and approve PRO plans	• Publish list of recyclable and compostable materials in CA Review annual report Review of annual audits of PRO accounting books
2032	Material Characterization Studies published CalRecycle and Advisory board consider recycling rate adjustment	• Publish list of recyclable and compostable materials in CA Review annual report Review of annual audits of PRO accounting books
2033	Report to Legislature	• Publish list of recyclable and compostable materials in CA Review annual report Review of annual audits of PRO accounting books



Our Mission

To replace single-use take-out food containers with our turnkey circular economy platform that includes our reusable containers made from 100% recycled ocean-bound plastic, washing operations and an app for consumers and restaurants.

Buoy addresses the widely-recognized waste problem of the fast-growing take-out industry

Disposable take-out food containers

25%

of all the materials in U.S. landfills

Restaurants account for

78%

of all disposable packaging



Why now?



1. US regulatory pressure:

California and other states ban single use plastic packaging for restaurants by June 2023

Hawaii banned single use plastic packaging for restaurants in January 2021

SB1383 - Methane emission reduction act: We provide a solution for communities, our waste reducing system also reduces methane emissions in landfills

2. Global change towards reuse-systems:

Germany went 100% reuse in January 2023 followed by other European countries

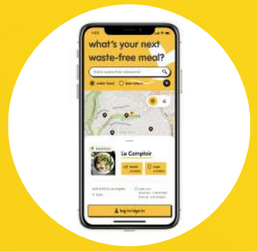
3. Rising consumer demand for reuse alternatives to disposables

Buoy's System

The first 100% turnkey take-out
circular system for cities and communities.



Buoy's food containers



Buoy's app



Home pick-up and distribution



Drop-off stations



Buoy's washing centers / local employment

Buoy's seamless circular system

2 The customer orders on restaurant's website
Restaurant scans outgoing containers

3 The order is delivered or picked up by the customer

4 Enjoy your meal

5 Drop-off or pick-up solutions by Buoy

6 Buoy collects dirty containers, scans them, cleans and sanitizes them

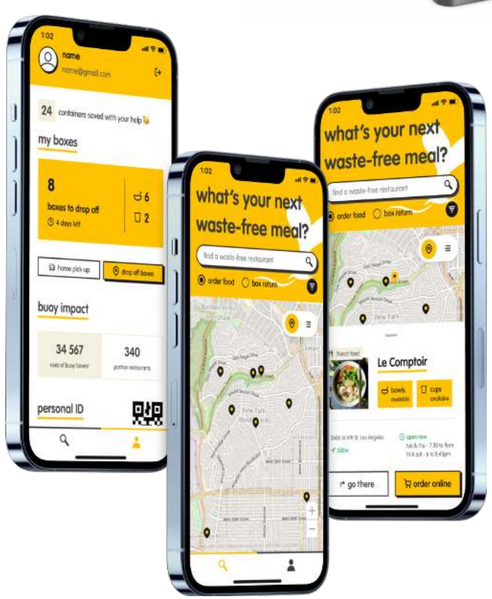
7 Buoy delivers clean containers back to restaurants

1A Order take-out on the restaurants website without using the Buoy app

1B Using the Buoy app, customers choose neighborhood restaurants that provide Buoy food containers

how it really works





Restaurants:

- Usage fee per outgoing container including washing fee.
- The restaurants can upcharge partially the usage fee to the customer's bill.
- Inventory re-stock guaranteed by Buoy.

Consumers:

- Customers can order without signing up immediately, we recover their informations from the restaurants POS-system and create an account for the customer. We will then send a reminder to the customer to sign up later on .
- Customers subscribe to the Buoy app in order to find participating restaurants - free of charge.
- Perks and rewards
- $3,- charge for optional home pick-up of used containers.
- $5,- charge for non returned or damaged food containers.

Delivery companies:

- The Buoy Circular Economy System works around delivery services and their business is not disrupted.
- Option for reusable Buoy-containers on their app.

Buoy's:

- Containers are tracked via QR-codes.
- Washing centers clean, sanitize and deliver containers back to restaurants.
- Damaged containers will be recycled into new containers.
- We install drop-off collecting bins accross the city.







The world's first 100% recycled & recyclable, reusable take-out food containers





Made in USA from 100% recycled ocean-bound plastic

Recyclable in a circular economy - lowest carbon footprint - 100% solar powered manufacturing

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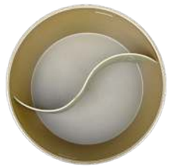
FDA-foodgrade certified, BPA-free

No toxins, healthy option for environment and humans

Unique design: removable divider / ventilation for fried food / leak proof / dishwasher and microwave safe



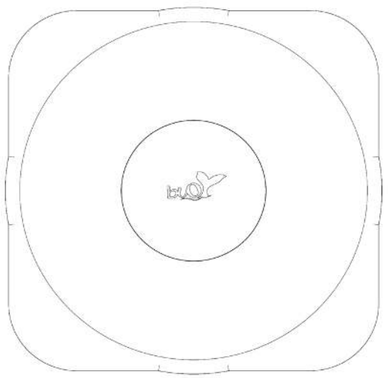




Buoy Products

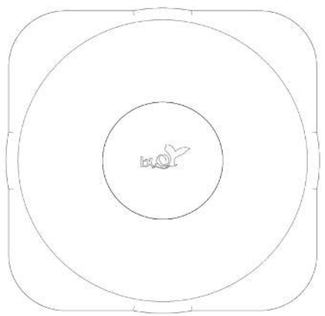
Pizza 18“





Pizza 12“







Cutlery

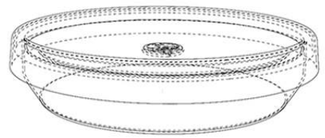


Drink cup 20oz / 12oz

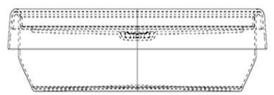
64oz container



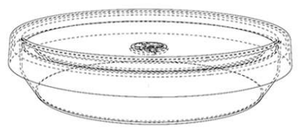




32oz container



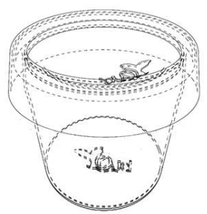




24oz container



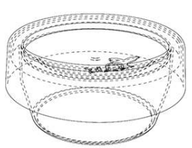




8oz container







3oz container







Why Buoy containers?

						Carbon footprint:
	**Buoy**	**Made in USA**	**100% recycled HDPE / food safe BPA free**	**100% recyclable by Buoy and curbside**	**stackable - least space light-weight leak proof microwave safe most durable option: re-recycling when damaged**	100% recycled / re-recycled by Buoy local manufacturing 100% solar powered
	**Ozzie**	**Made in USA**	**20% recycled 80% virgin PP / food safe BPA free**	**recyclable by Ozzie but not curbside**	**Stackable - bulky light-weight not leak proof microwave safe lid fragile**	virgin fossil fuels manufacturing maybe recycled
	**G.E.T.**	**Made in China**	**100% virgin PP / food safe BPA free**	**not recycled in the USA**	**stackable - bulky light-weight not leak proof microwave safe lid fragile**	virgin fossil fuels manufacturing transport / not recycled
	**Stainless Steel**	**Made in China**	**100% virgin Stainless Steel 100% virgin plastic lid food safe**	**not recycled in the USA**	**Not stackable - most space heavy not microwave safe Get's very hot**	destructive mining process manufacturing with fossil fuels and coal transport / not recycled

Buoy-Impact

With **each** participating **restaurant** Buoy diverts every month:

- **4000** disposable food containers from being produced and discarded into landfills and waterways.





- **250lb** of discarded ocean-bound plastic from entering the oceans, recycled into **500** of Buoy's reusable food containers.

Buoy captures food-waste and replaces compostable packaging that would release large quantities of Methane gases in landfills.

Buoy's Supply Chain

Environmentally sustainable and secured with our local partners.

We use recycled
ocean-bound plastic
collected in North America



Recycled in California
FDA food-grade certified
HDPE



Manufactured in California
100% solar powered, lowest
carbon footprint





Existing food & beverage take-out containers are toxic for you and the environment

Compostables:
- compostable only in industrial facilities
- **release toxic Methane gases in landfills**
- **release harmful substances into food**

Bio-plastics:
- not recyclable, **do not bio-degrade in landfills** as promised

Disposable plastic containers:
- made from virgin fossil fuels that leach chemicals into food
- degrade into harmful micro plastics
- **not recycled**

Stainless steel / Aluminum:
- energy intense manufacturing - **highest carbon footprint**

Team



René Hallen
Founder / CEO
- World-renowned Fine-arts, Celebrity & Fashion Photographer
- Experienced company and agency managing partner
- Environmentalist, Freedive instructor, Speaker



Adrian Colesberry
Co-founder / CFO / COO
- Operations, Quality, and Supply Chain Leader
- Chemical Engineer, MBA
- Operations leader in pharma
- Founder of Minted Consulting: compliance consulting for major movie-studios.



Pascal Schaller
Co-founder / CDO
- Award winning Interior and Product Designer
- Beaux Arts Alumni
- CEO, co-founder of Schaller Associates S.L. Mallorca design and interiors



Anouk Zisa
Co-founder / CMO / CGO
- Repeat entrepreneur & founder of VC and BA backed startups
- Multimillion dollar b2b and consumer brand builder
- Board member & adviser in deeptech, AI, edtech, sustainability, Web3, consumer & entertainment industries



Sandro Reinhardt
Partner / CRO / Restaurant business expert
- Founder and owner of several well established restaurants in New York and Los Angeles (Chapiteau, Pace, Cheebo etc)
- Created and opperates 'Sandro Kitchens' - a ghost kitchen which offers 16 brands.



Gerrell Johnson
Partner / Government Relations Manager
- Municipal Strategist
- CA Department of Justice / Executive office of CA Attorney General Kamala Harris / public policy / media strategy
- BizDev at Ring (pre hypergrowth / Amazon acquisition)
- Go-to-market strategist at OpenGov (Led gen + customer success)

Advisors



Christienne de Tournay
Zero Waste Specialist / Reuse systems
- Sustainable Policy Development
- Chair, City of Berkeley Zero Waste Commission
- Local government relations



Adi Eckhouse
AI Specialist / Fundraising
- IT/AI specialist
- Co-founder & CEO at Present gaming
- Apple aquisition of her app RealFace



Clement Hochard
Adviser / Expert in Tech & Reuse Systems
- Serial entrepreneur and founder of several impact driven start-ups and venture studio funds including:
- BarePack (aquired), a reusable food container app centric system launched in Singapore

Reuse
Return
Repeat



Rene Hallen / CEO
rene@buoy.eco
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Town Council of Mammoth Lakes

Minutes of Regular Meeting

March 1, 2023, 4:00 p.m.
437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, Councilmember Amanda Rice

Members Absent: Councilmember Sarah Rea

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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

District Ranger Fred Wong led the flag salute.

3. PUBLIC COMMENTS

There were no public comments given at this time.

4. ADDITIONS TO THE AGENDA

There were no additions to the agenda.

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

Public Works Director Haislip Hayes gave a presentation regarding an Update on Snow Related Operations. There was discussion among members of Council and staff.

Office of Outdoor Recreation Manager Lawson Reif gave an update regarding current outdoor recreation activities.

Administrative Services/Finance Director Rob Patterson gave an update regarding Airport operations during the storm events. There was discussion among members of Council and staff.

Mammoth Lakes Tourism (MLT) Executive Director John Urdi gave an update regarding today's MLT meeting. There was discussion among members of Council and Mr. Urdi.

Acting Police Chief Dan Casabian gave an update regarding current police activities.

6. COUNCIL PRESENTATIONS

6.1 Recognition of Police Officer Daniel Hansen for a 15-year anniversary award.

Acting Police Chief Dan Casabian thanked Officer Hansen for his years of service.

7. STAFF PRESENTATIONS

7.1 Update on Reds Meadow Road Project.

Public Works Director Haislip Hayes outlined the scope of the project and introduced Dustin Robbins, Federal Highway Administration. Mr. Robbins gave an update regarding the project.

District Ranger Fred Wong said that they were working on the Forest Service communications plan.

National Monuments Site Manager Rebecca Carr said that their concerns were ensuring that there was efficient transportation and a good experience for visitors.

There was discussion among members of Council, staff. Mr. Robbins, and Mr. Wong.

PUBLIC COMMENT:

Cleland Hoff outlined her concerns with the project.

7.2 Quarterly Presentation by Airport Core Management Team – Winter 2022.

Administrative Services/Finance Director Rob Patterson and Deputy Airport Manager Sierra Shultz gave a presentation regarding the Airport Quarterly Update. There was discussion among members of Council and staff.

7.3 Quarterly TOT Enforcement Update – Second Quarter FY22-23.

Administrative Services/Finance Director Rob Patterson gave a presentation regarding the quarterly TOT enforcement update. There was discussion among members of Council and staff.

8. CONSENT AGENDA

Moved by Councilmember Chris Bubser
Seconded by Councilmember Amanda Rice

Approve the Consent Agenda.

For (4): Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, and Councilmember Amanda Rice

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

8.1 Approve the minutes of the regular meeting of February 15, 2023.

8.2 Accept Check Register 02/15/2023 in the amount of $318,970.51.

9. PUBLIC HEARINGS

9.1 Transit Community Facilities District (CFD) No. 2013-3 Annexation No. 7.

The Mayor called for written protests, and no written protests were received.

The Mayor opened the public hearing at 6:20 p.m.

Town Manager Daniel C. Holler outlined the information in the staff report.

With no members of the public coming forward to speak, the Mayor closed the public hearing at 6:22 p.m.

Moved by Mayor John Wentworth
Seconded by Councilmember Chris Bubser

Adopt the resolution authorizing the annexation of territory into Community Facilities District No. 2013-3 (Transit Services), authorizing the levy of a special tax, and submitting the levy of special tax to qualified electors.

For (4): Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, and Councilmember Amanda Rice

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

Town Clerk Jamie Gray announced the result of the property owner vote.

Moved by Mayor John Wentworth
Seconded by Councilmember Amanda Rice

Adopt the resolution declaring the results of a special annexation landowner election, determining validity of prior proceedings, and directing the recording of the seventh amendment to notice of special tax lien for Community Facilities District No. 2013-3 (Transit Services).

For (4): Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, and Councilmember Amanda Rice

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

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

Waive the reading and introduce by title only the ordinance authorizing the levy of special taxes in Community Facilities District No. 2013-3 (Transit Services), including certain annexation territory.

For (4): Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, and Councilmember Amanda Rice

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

10. POLICY MATTERS

10.1 Approve Memorandum of Understanding (MOU) with the Inyo National Forest Designating Town of Mammoth Lakes as a Cooperating Agency for Over-Snow Vehicle (OSV) Planning Efforts under Subpart C of the Travel Management Rule.

Town Manager Daniel C. Holler outlined the information in the staff report.

District Ranger Fred Wong outlined the Forest Service's practice of using an MOU.

There was discussion among members of Council and staff.

PUBLIC COMMENT:

David Page, Winter Wildlands Alliance, spoke in support of the proposed MOU.

Moved by Mayor Pro Tem Bill Sauser
Seconded by Councilmember Amanda Rice

Approve and Authorize the Town Manager to sign Memorandum of Understanding (MOU) with the Inyo National Forest Designating Town of Mammoth Lakes as a Cooperating Agency for OSV Planning Efforts under Subpart C of the Travel Management Rule, subject to final USFS approval. Direct the Town Manager to notify Mono County that the Town was taking this action.

For (4): Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, and Councilmember Amanda Rice

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

The Mayor called a recess at 6:35 p.m. and the Council reconvened at 6:48 p.m.

10.2 Agreements with Mammoth Unified School District (MUSD) and Mono County Office of Education (MCOE) for a one-month lease extension and a five-year lease to convert the existing Ice Rink Site to a Community Pickleball and Multi-Use Complex.

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

Moved by Mayor Pro Tem Bill Sauser
Seconded by Councilmember Amanda Rice

Approve the agreements with Mammoth Unified School District (MUSD) and Mono County Office of Education (MCOE) for a one-month lease extension and a five-year lease to convert the existing Ice Rink Site to a Community Pickleball and Multi-Use Complex and authorize the Town Manager to sign those agreements.

For (4): Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, and Councilmember Amanda Rice

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

10.3 Agreement with AllSport America, Inc. for the installation of a Sport Court Modular Overlay Surface on Community Tennis Courts 5/6 and the installation of 6 regulation Pickleball Courts on the existing ice rink site.

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

Moved by Mayor Pro Tem Bill Sauser
Seconded by Councilmember Amanda Rice

Authorize the Town Manager to execute an Agreement with AllSport America, Inc. for the installation of a Sport Court Modular Overlay Surface on Community Tennis Courts 5/6 and the installation of 6 regulation Pickleball Courts on the District/MCOE Ice Rink/RecZone site in the amount of $275,000 that includes a contingency of $10,600, and if funds are left then authorize the use of those funds for replacement of backboards and basketball court at Shady Rest Park.

For (4): Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, and Councilmember Amanda Rice

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

10.4 Presentation on budget performance through the second quarter of FY22-23 and approval of Budget Amendments.

Administrative Services/Finance Director Rob Patterson gave a presentation regarding the second quarter budget update. There was discussion among members of Council and staff.

Moved by Mayor Pro Tem Bill Sauser
Seconded by Councilmember Chris Bubser

Adopt the proposed resolution amending the Fiscal Year 22-23 budget as recommended in Attachment A – Budget Adjustments.

For (4): Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, and Councilmember Amanda Rice

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

10.5 Ordinance Relating to Electronic and Paperless Filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements.

Town Clerk Jamie Gray outlined the information in the staff report.

Moved by Mayor Pro Tem Bill Sauser
Seconded by Councilmember Amanda Rice

Waive the reading and introduce by title only the ordinance adding Chapter 2.80 “Electronic and Paperless Filing of Campaign Disclosure Statements and Statements of Economic Interest” to the Mammoth Lakes Municipal Code.

For (4): Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, and Councilmember Amanda Rice

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

10.6 Approval of Updated Agreement with Axon Enterprise, Inc for provision of Public Safety Body Cameras, Data Storage, Software, Tasers, Taser Supplies, and related items in an amount not to exceed $150,000 over a five-year period.

Town Manager Daniel C. Holler outlined the information in the staff report. There was discussion among members of Council and staff.

Moved by Mayor John Wentworth
Seconded by Councilmember Amanda Rice

Approval of Updated Agreement with Axon Enterprise, Inc for provision of Public Safety Body Cameras, Data Storage, Software, Tasers, Taser Supplies and related items in an amount not to exceed $150,000 over a five-year period pending final legal review and authorize the Town Manager to sign the agreement.

For (4): Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, and Councilmember Amanda Rice

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

11. COUNCILMEMBER REPORTS

Mayor Pro Tem Sauser attended the Mammoth Lakes Tourism Board meeting.

Councilmember Bubser attended the Town/County Liaison Committee meeting, thanked Matt Paruolo from Southern California Edison (SCE) for inviting her to learn more about how SCE operated in our community, and met with Janet Hatfield from the Whitebark Institute.

Mayor Wentworth attended the Local Transportation Commission meeting and listened to the Mammoth Lakes Tourism Board meeting. .

12. CLOSED SESSION

At 7:56 p.m. the Mayor announced that the Council would be entering into closed session for the purposes as stated in the agenda.

12.1 Pursuant to Government Code Section 54957, the Council will hold a conference to consider evaluation of a public employee: Town Manager.

12.2 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph 1 of subdivision (d) of Section 54956.9) Name of case: Jill Rudolph Et Al. v. Town of Mammoth Lakes (Case No: 22UCM102)

12.3 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph 1 of subdivision (d) of Section 54956.9) Name of case: Louis and Pimchan Cohen. v. Town of Mammoth Lakes (Case No: 22UCM103)

12.4 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph 1 of subdivision (d) of Section 54956.9) Name of case: Main Street Taxpayer Association v. Town of Mammoth Lakes

13. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

The Council reconvened from closed session at 8:53 p.m. and announced that there was no reportable action taken.

14. ADJOURNMENT

The Council adjourned the meeting at 8:53 p.m.

_____
Jamie Gray, Town Clerk

Town Council of Mammoth Lakes

Minutes of Special Meeting

March 7, 2023, 4:15 p.m.
437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members Present: Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, Councilmember Sarah Rea, Councilmember Amanda Rice

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1. CALL TO ORDER

The Mayor called the meeting to order at 4:23 p.m. in the Council Chamber, 437 Old Mammoth Road, Suite Z, Mammoth Lakes.

2. PLEDGE OF ALLEGIANCE

Mayor Wentworth led the flag salute.

3. PUBLIC COMMENTS

There were no public comments given at this time.

4. POLICY MATTERS

4.1 Adopt the resolution ratifying the proclamation declaring the existence of a local emergency.

Town Manager Daniel C. Holler outlined the information in the staff report. There was discussion among members of Council and staff.

PUBLIC COMMENT:

Jennifer Kreitz, Mono County Board of Supervisors, asked where she should send members of the public from the Town who are asking her for resources. She wanted to make sure that people got to stay in their homes safely.

Moved by Mayor Pro Tem Bill Sauser
Seconded by Councilmember Chris Bubser

Adopt the resolution ratifying the proclamation declaring the existence of a local emergency.

For (5): Mayor John Wentworth, Mayor Pro Tem Bill Sauser, Councilmember Chris Bubser, Councilmember Sarah Rea, and Councilmember Amanda Rice

Carried (5 to 0)

5. ADJOURNMENT

The Council adjourned the meeting at 4:44 p.m.

Jamie Gray, Town Clerk

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Waive the second reading and adopt by title only the Ordinance authorizing the levy of special taxes in Community Facilities District 2013-3 (transit services), including certain annexation territories.

Council Meeting Date: 3/15/2023

Prepared by: Amy Callanan, PE, Engineering Manager
Pam Smitheman, Assistant Engineer

Recommended Motion: Waive the second reading and adopt by title only the Ordinance authorizing the levy of special taxes in Community Facilities District No. 2013-3 (Transit Services), including certain annexation territories.

Summary: On January 18, 2023 and March 1, 2023, the Town Council conducted proceedings to annex territories into the District, including an election of the qualified electors in the territories proposed for annexation. The Town Council adopted a resolution declaring the results of the election and directed the recording of the amendment to the Notice of Special Tax Lien. Town Council then waived the first reading and introduced by title only this Ordinance authorizing the levy of special taxes in a Community Facilities District, including certain annexation territories. There were no changes to the Ordinance during the meeting.

ORDINANCE NO._____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, AUTHORIZING THE LEVY OF SPECIAL TAXES IN A COMMUNITY FACILITIES DISTRICT, INCLUDING CERTAIN ANNEXATION TERRITORY

TOWN OF MAMMOTH LAKES
COMMUNITY FACILITIES DISTRICT NO. 2013-3
(TRANSIT SERVICES)
ANNEXATION NO. 7

WHEREAS, the Town of Mammoth Lakes (the "Town") has conducted proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following, California Government Code; hereafter referred to as the "Act") to establish the Town of Mammoth Lakes Community Facilities District No. 2013-3 (Transit Services) (the "District") for the purpose of financing the costs of the services and maintenance related to the Town-wide transit system, and related appurtenances (the "Services) as provided in the Act; and

WHEREAS, the rate and method of apportionment of special tax for the District (the "Rate and Method") is set forth in Exhibit B to the Town Council Resolution 13-20 entitled "A Resolution of the Town Council of the Town of Mammoth Lakes, California, Establishing the Formation of a Community Facilities District" (the "Resolution of Formation"), which was adopted on April 17, 2013; and

WHEREAS, the Town has conducted proceedings to annex territory into the District and, with respect to the proceedings, following an election of the qualified electors in the territory proposed for annexation (the "Annexation Territory"), the Town Council, on March 1, 2023, adopted a Resolution entitled "A Resolution of the Town Council of the Town of Mammoth Lakes, State of California, Declaring the Results of Special Annexation Landowner Election, Determining Validity of Prior Proceedings, and Directing the Recording of the Seventh Amendment to Notice of Special Tax Lien."

NOW, THEREFORE, the Town Council of the Town of Mammoth Lakes, DOES HEREBY ORDAIN as follows:

1. The foregoing recitals are true and correct.

2. By the passage of this Ordinance, the Town Council hereby authorizes and levies the special tax within the District, including the Annexation Territory, pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of special tax set forth in the Resolution of Formation, which rate and method is by this reference incorporated herein. The special tax has previously been levied in the original territory of the District beginning in fiscal year 2013-14 pursuant to Ordinance No. 13-04 passed and adopted by the Town Council on May 1, 2013, and the special tax is hereby levied commencing in fiscal year 2022-23 in the District, including the Annexation Territory, and in each fiscal year thereafter to pay for the Services for the District and all costs of administering the District.

1. The Town's Finance Director, designee, employee, or consultant of the Town is hereby authorized and directed each fiscal year to determine the specific special tax to be levied for the next ensuing fiscal year for each parcel of real property within the District, including the Annexation Territory, in the manner and as provided in the Resolution of Formation.

2. Exemptions from the levy of the special tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the special tax be levied on any parcel within the District in excess of the maximum special tax specified in the Resolution of Formation.

3. All of the collections of the special tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of the costs of the Services, the payment of the costs of the Town in administering the District, and the costs of collecting and administering the special tax.

4. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Town Council may provide for other appropriate methods of collection by resolution(s) of the Town Council. The Finance Director of the Town is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Mono in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Mono for fiscal year 2022-23 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the Town.

5. If for any reason any portion of this ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the District, including the Annexation Territory, by a court of competent jurisdiction, the balance of this ordinance and the application of the special tax to the remaining parcels within the District, including the Annexation Territory, shall not be affected.

6. The Mayor shall sign this Ordinance and the Town Clerk shall cause the same to be published immediately after its passage at least once in a newspaper of general circulation for the Town.

7. This Ordinance takes effect upon its adoption.

INTRODUCED and first read on the 1st day of March 2023; and PASSED AND ADOPTED this 15th day of March 2023.

_____

JOHN WENTWORTH, Mayor

ATTEST:

_____

JAMIE GRAY, Town Clerk

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Waive the reading and adopt by title only the ordinance adding Chapter 2.80 "Electronic and Paperless Filing of Campaign Disclosure Statements and Statements of Economic Interest" to the Mammoth Lakes Municipal Code.

Council Meeting Date:

Prepared by: Jamie Gray, Town Clerk

Recommended Motion: Waive the reading and adopt by title only the ordinance adding Chapter 2.80 "Electronic and Paperless Filing of Campaign Disclosure Statements and Statements of Economic Interest" to the Mammoth Lakes Municipal Code.

Summary: In order to require electronic filing of campaign disclosure statements the proposed ordinance needs to be adopted by the Town Council. On March 1, 2023 the Town Council introduced the attached ordinance. A second reading to adopt the ordinance is required in order for the ordinance to be implemented.

ORDINANCE NO. 23-

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, ADDING CHAPTER 2.80 "ELECTRONIC AND PAPERLESS FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTERESTS" TO THE MAMMOTH LAKES MUNICIPAL CODE

WHEREAS, Government Code Section 84615 provides that a local agency may adopt an ordinance to require an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act (commencing with Section 84100 of the Government Code), except an elected officer, candidate, committee, or other person who receives contributions totaling less than $2,000 and who makes independent expenditures totaling less than $2,000 in a calendar year, to file those statements, reports, or other documents online or electronically with the local filing officer; and

WHEREAS, the Town has entered into an agreement with NetFile, Inc., a vendor approved by the California Secretary of State, to provide an online electronic filing system ("System") for campaign disclosure statements and Statements of Economic Interest forms; and

WHEREAS, the System will operate securely and effectively and will not unduly burden filers. Specifically: (1) the System will ensure the integrity of the data and includes safeguards against efforts to tamper with, manipulate, alter, or subvert the data; (2) the System will only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State's system for receiving an online or electronic filing; and (3) the System will be available free of charge to filers and to the public for viewing filings; and

WHEREAS, the Town Council desires to amend the Mammoth Lakes Municipal Code to add a new chapter relating to electronic filing of Campaign Disclosure Statements and Statements of Economic Interests.

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS

The above Recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. PURPOSE

The purpose of this Ordinance is to require the filing of Campaign Disclosure Statements and Statements of Economic Interest by elected officials, candidates, staff, consultants, commissions, or committees to be completed electronically. The Town Council enacts this Ordinance in accordance with the authority granted to cities by state law. This ordinance is intended to supplement, and not conflict with, the Political Reform Act.

SECTION 3. ADOPTION OF MUNICIPAL CODE CHAPTER 2.80

Chapter 2.80, entitled "Electronic and Paperless Filing of Campaign Disclosure Statements and Statements of Economic Interest", is hereby adopted and added to Title 2 of the Mammoth Lakes Municipal Code, to read as follows:

2.80 Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interests

2.80.010 General.

A. Any elected officer, candidate, commission, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act (commencing with Government Code Section 84100) shall file those statements, reports, or other documents online or electronically with the Town Clerk, unless exempt from the requirement to file online pursuant to Government Code Section 84615(a) because the officer, candidate, or committee receives less than $2,000 in contributions and makes less than $2,000 in expenditures in a calendar year. All other individuals required to file Statements of Economic Interest according to the Town's adopted Conflict of Interest Code must file electronically using an online system specified by the Town Clerk.

B. Any person holding a position listed in Government Code Section 87200 or designated in the Town's local conflict of interest code adopted pursuant to Government Code section 87300, shall file any required Statement of Economic Interest reports (Form 700) online or electronically with the Town Clerk. Any elected officer, candidate, or committee who has electronically filed a statement using the online system specified by the Town Clerk is not required to file a copy of that document in paper format with the Town Clerk, except that if the online system is not capable of accepting a Statement due to technical difficulties, an elected officer, candidate, or committee shall file that Statement in paper format with the Town Clerk.

C. In any instance in which an original statement, report or other document must be filed with the California Secretary of State and a copy of that statement, report or other document is required to be filed with the Town Clerk, the filer may, but is not required to, file the copy electronically.

D. The online filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.

E. The online filing system shall only accept a filing in the standardized record format that is developed by the California Secretary of State pursuant to Section 84602(a)(2) of the California Government Code and that is compatible with the Secretary of State's system for receiving an online or electronic filing.

F. The online filing system shall include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004 of the Government Code.

G. The Town Clerk shall issue an electronic confirmation that notifies the filer that the Statement was received. The notification shall include the date and the time that the Statement was received and the method by which the filer may view and print the data received by the Town Clerk. The date of filing for a Statement filed online shall be the day that it is received by the Town Clerk.

H. The online filing system shall enable electronic filers to complete and submit filings free of charge.

2.80.020 Availability of Statements for Public Review; Record Retention

A. The system specified by the Town Clerk shall make all the data filed available on the Town's webpage in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the Town's webpage shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. The Town Clerk's office shall make a complete, unredacted copy of the statement, including any street names, building numbers, and bank account numbers disclosed by the filer, available to any person upon request.

B. The Town Clerk's office shall maintain, for a period of at least 10 years commencing from the date filed, a secured, official version of each online or electronic statement which shall serve as the official version of that record for purpose of audits and any other legal purpose.

Section 4. SEVERABILITY

That the Town Council declares that, should any provision, section, paragraph, sentence, or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 5. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its adoption.

Section 6. CERTIFICATION

The Town Clerk shall certify to the passage of this ordinance and shall cause the same to be published according to law.

The foregoing ordinance was approved and adopted at a meeting of the Town Council held on March 15, 2023.

_____
JOHN WENTWORTH, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

Mammoth Lakes Town Council
Agenda Action Sheet

Title: 2023/24 Parks and Recreation Department Fee Schedule Amendments

Council Meeting Date: 3/15/2023

Prepared by: Stuart Brown, Parks and Recreation Director

Recommended Motion: Conduct a Public Hearing and approve by resolution the 2023/24 Parks and Recreation Department fee schedule amendments as presented in Exhibit B.

Summary: The Parks and Recreation Department returned to full in-person programming and recreation activities in 2022/23 after the COVID-19 pandemic severely limited and constrained our activities. The pandemic highlighted – and continues to highlight – what has been true for many years: parks and recreation provide essential services and infrastructure critical for the physical and mental well-being and resilience of our community.

It is well documented that having access to quality parks and recreation services improves physical and mental health, reduces crime and violence, increases access to healthy foods, drives community connection and boosts economic activity. It is the mission of the Parks and Recreation Department to provide multi-purpose, year-round, indoor, and outdoor recreation opportunities accessible to all residents and visitors.

Combined with the 2023 Annual Programming Menu and the Department's 2023 Strategic Priorities and Key Objectives, the proposed 2023/24 Fee Schedule completes the administrative framework necessary to deliver high-quality, innovative, and affordable recreation programming for our residents and visitors of Mammoth Lakes.

On March 7, 2023, the Parks and Recreation Commission approved by motion the 2023/24 Parks and Recreation Department Fee Schedule Amendments.

Included in this staff report are the following exhibits:

- Exhibit A: Resolution
- Exhibit B: Parks and Recreation Commission approved 2023/24 Fee Schedule Amendments.

MAMMOTH LAKES TOWN COUNCIL
STAFF REPORT

Council Meeting Date: March 15, 2023 **Date Prepared**: March 8, 2023

Prepared by: Stuart Brown, Parks and Recreation Director
Katrina Kelly, Recreation Manager
Warren Boling, Parks Manager
Douglas Gebhart, Recreation Supervisor
Mark Bell, Program and Facilities Coordinator

Title: 2023/24 Parks and Recreation Department Fee Schedule Amendments

Agenda: Public Hearing

RECOMMENDATION:

Conduct a Public Hearing and approve by resolution the 2023/24 Parks and Recreation Department fee schedule amendments as presented in Exhibit B.

BACKGROUND INFORMATION:

The Parks and Recreation Department returned to full in-person programming and recreation activities in 2022/23 after the COVID-19 pandemic severely limited and constrained our activities. The pandemic highlighted – and continues to highlight – what has been true for many years: parks and recreation provide essential services and infrastructure critical for the physical and mental well-being and resilience of our community.

It is well documented that having access to quality parks and recreation services improves physical and mental health, reduces crime and violence, increases access to healthy foods, drives community connection and boosts economic activity. It is the mission of the Parks and Recreation Department to provide multi-purpose, year-round, indoor, and outdoor recreation opportunities accessible to all residents and visitors.

Combined with the 2023 Annual Programming Menu and the Department's 2023 Strategic Priorities and Key Objectives, the proposed 2023/24 Fee Schedule completes the administrative framework necessary to deliver high-quality, innovative, and affordable recreation programming for our residents and visitors of Mammoth Lakes.

On March 7, 2023, the Parks and Recreation Commission approved by motion the 2023/24 Parks and Recreation Department Fee Schedule Amendments.

Included in this staff report are the following exhibits:

- Exhibit A: Resolution
- Exhibit B: Parks and Recreation Commission approved 2023/24 Fee Schedule Amendments.

ANALYSIS:

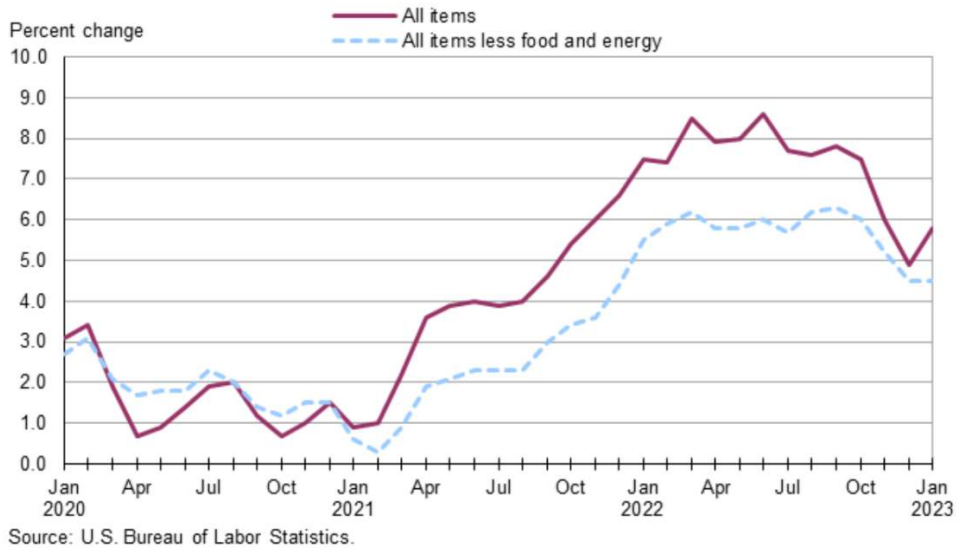
The Parks and Recreation Department annually reviews and recommends appropriate fees for the many adult and youth camps programs, including the establishment of fees for facility reservations. These fees are presented to the Parks and Recreation Commission, whose powers and duties as stated in section 2.40.040 of the Municipal Code, empower this advisory body to *"Advise the Town Council and the Town Manager in all matters pertaining to all Town-owned or managed parks, recreation, facilities, trails, special events and all other associated activities as prescribed by ordinances or by town council action."*

Municipal Code Section 3.39.040 requires an annual review by Town Council of Town fees and service charges. In addition, Ordinance No. 08-11 states that Council by resolution may annually set a subsidy for certain fees or charges, thereby not requiring that one hundred percent of costs reasonably borne is recovered by that certain fee or charge. Based on historical Town Council adopted subsidies (Ord. 91-08 & Ord. 95-07) for recreation programs, and the philosophy of the Parks and Recreation Department to provide broad and considerable community benefit and enhanced quality of life, the Department applies a high subsidy (approx. 80%) for youth programs and facility operations and a lower subsidy (approx. 20%) for adult programming.

Consumer Price Index (CPI) Increase in 2022

The U.S. Bureau of Labor Statistics[1] reported that prices in the Los Angeles area, over the last 12 months, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 5.8 percent. Food prices increased 7.6 percent. Energy prices increased 17.5 percent, largely the result of an increase in the price of natural gas service. For comparison, the CPI-U for 2021 was 6.6 percent.

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, January 2020–January 2023



Source: U.S. Bureau of Labor Statistics.

[1] https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm

Summary of Proposed 2023/24 Fee Amendments

Staff has provided an overview of the proposed 2023/24 fee schedule amendments below. The Department typically reviews facility rental fees every two years and revises recreation program fees annually, except during the 2021 pandemic. Reasonable fee recovery is based on a number of factors including the annual Consumer Price Index (CPI), along with direct costs reasonably borne to provide parks and recreation services. Direct costs include seasonal staff wages, cost of contract or skilled instructor(s), excursion/overnight costs, and equipment/supply expenses. Many of these expenses have increased significantly. For example, seasonal staff wages have increased by over 40-50% since 2018. Indirect costs, such as Department full-time employee salaries, healthcare and workers compensation expenses, as well as transportation costs, are not included in the cost recovery calculation.

It is the intent of the Department to annually adjust program fees based on the Consumer Price Index for All Urban Consumers (CPI-U), in the Los Angeles area, by no more than 5 percent. Facilities are reviewed annually for necessary amendments and adjusted every two years, based on the CPI-U and again by no more than 5 percent.

The 2023/24 Parks and Recreation Department Master Fee Schedule is attached for Town Council's consideration (Exhibit B). A summary of the fee amendments are listed below.

Special Event Administrative Permit

- No changes - fees were last amended in 2022/23

Facility Rental Fees

- Facility rental fees were increased by 5%
- The non-profit fee is calculated at a 20% discount from the regular rental fee.
- Included Cleaning Fee ($100) – charged to the guest if the facility requires additional cleaning following a rental.
- Included new "Pickleball Courts and Multi-Use Complex" per hour tournament fee for 6 courts. Courts are free for the public to use on a first come-first serve basis.
- Removed Mammoth Creek Park rental areas. Open space will be available to the public.

Whitmore Pool

- No changes - admission fees were last amended in 2022/23.
- Revised parking lot fee to align with other facilities.

LA Kings Ice at Mammoth Lakes

- For the 2023/24 winter season, the Ice Rink will operate in the Community Recreation Center (CRC)
- Admission fees were last amended in 2022/23.
- Eliminated midweek fees to simplify pricing menu.
- Revised Community Skate Special, skate rentals, skate assists and skate sharpening fees.

- Updated 5 Skate Pass and Season Pass fees to align with revised 7-day pricing menu.
- Mammoth Lakes Youth Hockey (MLYH) Season Pass is calculated at a 30% discount from the Youth Season Pass fee.
- Introduced parking lot fee to align with other facilities (subject to availability).

Mammoth RecZone

- For the 2023 summer season, the Mammoth RecZone will operate in the Community Recreation Center.
- No major changes - admission fees were last amended in 2022/23.
- Made minor adjustments to court and facility rental fees.
- Introduced NEW "Camp Mammoth" (weekly/daily drop-in) for Grades TK-K and 1-2.
- Introduced NEW "Kids Club" fee - supervised after camp program at Mammoth RecZone (Monday-Thursday, from 4-6pm).
- Revised Youth Special Event Participation fee (from $5 to $6/child), i.e. Halloween Carnival, etc.
- Introduced parking lot fee to align with other facilities (subject to availability).

Edison Theatre

- No major changes - facility rental fees introduced in 2022/23.
- Revised Library/Conference space fees to align with Community Center pricing.
- Introduced parking lot fee to align with other facilities (subject to availability).

Adult Programs

- No changes - fees were last amended in 2022/23.

Youth Camps/Programs

- Summer Camp fees increased by 5%.

Scholarship Fund

The Parks and Recreation Department will continue to administer youth scholarships through the *Tony Colasardo Scholarship Fund*. The fund provides 50%, 75% and 90% scholarships, based on availability, for the many popular camps and recreation programs offered by the Parks and Recreation Department. These scholarships can also be used to help with registration costs for local youth sports organizations. These scholarships are intended to remove financial barriers facing a family when deciding to participate in our many camps or programs. The implementation, promotion and management of the scholarship program is incorporated in the 2023 Strategic workplan and remains a priority for staff.

STAFFING CONSIDERATIONS:

The 2023 annual programming menu and associated fees and service charges were developed from an extensive analysis of recreation products and services that are aligned with the existing and planned staffing levels within the Parks and Recreation Department.

LEGAL CONSIDERATIONS:

Municipal Code Section 3.39.040 requires an annual review by Town Council of town fees and service charges. In accordance with the Municipal Code, staff presented the amended 2023/24 Parks and Recreation Department Fee Schedule to the Recreation Commission on March 7, 2023. The proposed fee schedule was unanimously approved by motion.

FINANCIAL CONSIDERATIONS:

Each year the Town of Mammoth Lakes conducts an extensive and exhaustive analysis of its services, the costs incurred by the Town in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services. Based on historical Town Council adopted subsidies (Ord. 91-08 & Ord. 95-07) for recreation programs, and the philosophy of the Parks and Recreation Department to provide broad and considerable community benefit and enhanced quality of life, the Town applies a high subsidy (approx. 80-90%) for youth programs and facility operations and a lower subsidy (approx. 10-20%) for adult programming. It should be noted that actual subsidies may vary based on several factors including program content, required staff, direct expenses (food, transport, and activities) and participation.

ATTACHMENTS:

A. Resolution of the Town Council of Mammoth Lakes, State of California, amending a schedule of fees and charges for town services.
B. 2023/24 Proposed Parks and Recreation Department fee schedule amendments.

RESOLUTION NO. 23 -___

RESOLUTION OF THE TOWN COUNCIL OF MAMMOTH LAKES, STATE OF CALIFORNIA, AMENDING A SCHEDULE OF FEES AND CHARGES FOR TOWN SERVICES

WHEREAS, the Town of Mammoth Lakes has conducted an extensive and exhaustive analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the Town wishes to comply with both the letter and the spirit of Article XIIIB of the California Constitution and limit the growth of taxes; and

WHEREAS, the Town Council adopted Ordinance No. 08-11 on October 1, 2008, containing provisions relating to Town fees and service charges; and

WHEREAS, Ordinance No. 08-11 states that the Town Council by resolution may annually set a subsidy for certain fees or charges, thereby not requiring that one hundred percent of costs reasonably borne by the Town are recovered by that certain fee or charge; and

WHEREAS, the Town based on historical Town Council adopted subsidies (Ord. 91-08 & Ord. 95-07) for recreation programs, and the philosophy of the Parks and Recreation Department to provide broad and considerable community benefit and enhanced quality of life, applies a high subsidy (approx. 80-90%) for youth programs and facility operations and a lower subsidy (approx. 10-20%) for adult programming. Actual subsidies may vary based on several factors including program content, required staff, direct expenditures, and participation; and

WHEREAS, public testimony was received by the Parks and Recreation Commission on March 7, 2023 regarding the proposed changes to the Town's fee schedule; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services must be adopted so that the Town might carry into effect its policies; and

WHEREAS, it is the intention of the Town Council to provide a schedule of fees and charges for Town services beginning March 16, 2023; and

WHEREAS, as required under Government Code sections 6062a and 66018, the Town of Mammoth Lakes published the notice of the public hearing on March 3 and March 10, 2023; and

WHEREAS, all requirements of California Government Code Section 66018 are hereby found to have been complied with.

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Fee Schedule Adoption. The schedule of fees and charges attached hereto as Exhibit "B" are hereby directed to be computed by and applied by the Town of Mammoth Lakes effective March 16, 2023, and to be collected by the Town of Mammoth Lakes for the listed special services.

Section 2. Separate Fee for Each Process. All fees set by this resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit of measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units. Definitions regarding fees and the timing of the implementation of the hereinafter enumerated fee schedule shall be as stipulated in Ordinance No. 08-11.

Section 3. Fees. The attached fees shall be charged and collected for the enumerated services starting on March 16, 2023. It is the intention of the Town Council to review the fees and charges on an annual basis, and if warranted, to revise such fees and charges.

Section 4. Waiver of Fees. The Town Manager may waive all or a portion of any fee adopted by this Resolution with respect to a particular imposition of the fee upon a particular user to which the fee would otherwise apply. The Town Manager may approve any such waiver if he or she believes that doing so is in the best interest of the Town and/or the community, or that there are special circumstances which would make payment of the full fee unfair or unreasonable.

Section 5. Severability. If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the Town Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall go into full force and effect on March 16, 2023 but shall be subject to the terms and conditions of Ordinance No. 08-11.

APPROVED AND ADOPTED this 15th day of March, 2023.

_____
JOHN WENTWORTH, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

EXHIBIT "B"

UPDATED FEE SCHEDULE

2023/24 Park and Recreation Department Master Fee Schedule

Updated: 2/28/2023 PRC Approved: 3/7/2023 TC Review: 3/15/2023

Activity #	Item	Note	Community Programming Facility Rental (FUA)	Non-Profit/Govt. Fee (-20%)	EXISTING FEES 2022/23	PROPOSED FEES 2023/24	Change/Notes
31470	**LEISURE AND CULTURAL FEES**						
	Administrative Permit for Events	Administrative Permit for Events		NA	$ 230.00	$ 230.00	per event
	Administrative Permit for Events	Administrative Permit for Events that require a road closure		NA	$ 500.00	$ 500.00	Direct cost recovery fee for temp. road closure requiring council resolution
	Special Event Equipment Use Deposit	Event organizers use town purchased equipment		NA	$ 275.00	$ 275.00	per event
XXXXX	**PICKLEBALL COURTS/MULTI-USE COMPLEX**						
	Tournament Rental Fee	6 Courts/entire rink area		$ 36.00	NA	$ 45.00	Per hour - must have approval from Director. includes 1 employee
	Cleaning Fee	Facility Cleaning Fee		NA	NA	$ 100.00	Added to reservation if cleaning required
60010	**COMMUNITY CENTER**						
	Community Center - Contractual Agreement	Any org. with a contractual arrangement with TOML					As specified by contract
	Community room	Rental Fee	$ 5.00	$ 26.00	$ 31.00	$ 32.50	Per hour - 2 hour min.
	Community room	Rental Fee		$ 168.00	$ 200.00	$ 210.00	Per day (8 hours)
	Set Up Charge	Setup Surcharge		NA	$ 83.00	$ 87.00	Added to reservation if facility set-up required
	Cleaning Fee	Facility Cleaning Fee		NA	NA	$ 100.00	Added to reservation if cleaning required
60012	**COMMUNITY CENTER TENNIS COURTS**						
	Tennis Courts - Contractual Agreement	Any org. with a contractual arrangement with TOML					As specified by contract
	Tennis Courts Rental Fee			$ 13.50	$ 15.50	$ 16.50	Per court per hour for exclusive use
	Tournament Rental Fee	1-4 Courts		$ 36.00	$ 43.00	$ 45.00	Per hour - must have approval from Director, includes 1 employee
	Community Center Tennis Courts - Staff Supervision Fee	Staff supervision or facility staff fee for events		NA	$ 27.50	$ 29.00	Per hour - must have approval from Director
60020	**SHADY REST PARK**						
	Shady Rest Park - Contractual Agreement	Any org. with a contractual arrangement with TOML					As specified by contract
	Picnic Shelter - Rental Fee	Rental Fee		$ 26.00	$ 31.00	$ 32.50	Per hour - 2 hr. min
	Cleaning Fee	Facility Cleaning Fee		NA	NA	$ 100.00	Added to reservation if cleaning required
	Picnic Shelter Entertainment Area	Rental Fee		$ 13.50	$ 15.50	$ 16.50	Per hour - 2 hour min.
	Softball Field - Rental Fee	Rental Fee		$ 13.50	$ 15.50	$ 16.50	Per hour - 2 hour min.
	Skate Park			$ 13.50	$ 15.50	$ 16.50	per hour
	Volleyball Court - Rental Fee	Rental Fee		$ 13.50	$ 15.50	$ 16.50	Per hour - 2 hour min.
	Basketball Court - Rental Fee	Rental Fee		$ 13.50	$ 15.50	$ 16.50	Per hour - 2 hour min.
	Soccer Field - Rental Fee	Rental Fee		$ 13.50	$ 15.50	$ 16.50	Per hour - 2 hour min.
	Shady Rest Disc/Golf Park - Rental Fee	Rental Fee		$ 13.50	$ 15.50	$ 16.50	Per hour - 2 hour min.
	Parking Lot Rental Fee	Parking Lot Rental		$ 13.50	$ 15.50	$ 16.50	Per hour
	Tournament Rental Fee	Rental Fee		$ 50.50	$ 60.00	$ 63.00	Per hour - must have approval from Director, includes one amenity rental and 1 employee
	Shady Rest Park - Staff Supervision Fee	Staff supervision or facility staff fee for events		NA	$ 27.50	$ 29.00	Per hour - must have approval from Director
60022	**MAMMOTH CREEEK PARK**						
66200	**TRAILS END PARK**						
	Picnic Shelter - Contractual Agreement	Any org. with a contractual arrangement with TOML					As specified by contract
	Picnic Shelter Rental Fee	Picnic Shelter Rental		$ 15.50	$ 18.00	$ 19.00	Per hour - 2 hr. min
	Parking Lot Rental Fee	Parking Lot Rental		$ 13.50	$ 15.50	$ 16.50	per hour
	Cleaning Fee	Cleaning fee		NA	NA	$ 100.00	Added to reservation if cleaning required
	Picnic Shelter Staff Supervision Fee	Staff supervision or facility staff fee for events		NA	$ 27.50	$ 29.00	Per hour - must have approval from Director
56811	**WHITMORE RECREATION AREA**						
	Track and Sports Field - Contractual Agreement	Any org. with a contractual arrangement with TOML					As specified by contract
	Track Rental Fee	Track & Sports Field Rental		$ 26.00	$ 31.00	$ 32.50	Per hour - 2 hour min.
	Synthetic Turf Rental Fee			$ 26.00	$ 31.00	$ 32.50	Per hour - 2 hour min.
	Tournament Rental Fee			NA	$ 60.00	$ 63.00	Per hour - must have approval from Director
	Track or Sports Field Staff Supervision Fee	Staff supervision or facility staff fee for events		NA	$ 27.50	$ 29.00	Per hour - must have approval from Director
	Ball Field Rental Fee	Ball Field Rental		$ 13.50	$ 15.50	$ 16.50	Per hour
	Parking Lot Rental Fee	Parking Lot Rental		$ 13.50	$ 15.50	$ 16.50	Per hour
	Facility Cleaning Fee	Cleaning Fee		NA	$ 55.00	$ 100.00	Added to reservation if cleaning/trash required
56118	**WHITMORE POOL**						
	Whitmore Pool	Any org. with a contractual arrangement with TOML					As specified by contract
	Whitmore Pool	Entrance - Adult (18+)		NA	$ 6.00	$ 6.00	Per entry
	Whitmore Pool	Entrance - Senior (65+)/Military (Show ID)		NA	$ 5.00	$ 5.00	Per entry
	Whitmore Pool	Entrance - Youth (<18)		NA	$ 4.00	$ 4.00	Per entry
	Whitmore Pool	Entrance - Child (1-5 yrs.)		NA	$ 2.50	$ 2.50	Per entry
	Whitmore Pool	Premium lane surcharge		NA	$ 5.00	$ 5.00	per lane/entry
	Whitmore Pool	Season Pass adult (18+)		NA	$ 154.00	$ 154.00	Per season
	Whitmore Pool	Season Pass Youth (<18)		NA	$ 66.00	$ 66.00	Per season
	Whitmore Pool	Mammoth Lakes Youth Swim Team Season Pass (20% discount off youth rate)		NA	$ 53.00	$ 53.00	Per season (must be paid member of Swim Team)
	Whitmore Pool	Season Pass Senior (65+)		NA	$ 132.00	$ 132.00	Per season
	Whitmore Pool	Season Pass Family		NA	$ 209.00	$ 209.00	Per season
	Whitmore Pool	Punch Card (5) Adult "Swim Pass"		NA	$ 30.00	$ 30.00	6th swim FREE
	Whitmore Pool	Punch Card (5) Snr/Military "Swim Pass"		NA	$ 25.00	$ 25.00	6th swim FREE
	Whitmore Pool	Punch Card (5) Youth "Swim Pass"		NA	$ 20.00	$ 20.00	6th swim FREE
	Whitmore Pool	Punch Card (5) Child "Swim Pass"		NA	$ 12.50	$ 12.50	6th swim FREE
	Whitmore Pool	Water Polo League		NA	$ 110.00	$ 110.00	per team
	Whitmore Pool	Shower		NA	$ 2.50	$ 2.50	Per entry
	Whitmore Pool	Non-Swimmers		NA	$ 2.50	$ 2.50	Per entry
	Whitmore Pool	Group Rate (10+ people) - All ages		NA	$ 4.00	$ 4.00	Per entry
	Whitmore Pool	Group Rate - Child		NA	$ 2.50	$ 2.50	Husky Club
	Whitmore Pool	Staff supervision or facility staff fee for events		NA	$ 27.50	$ 27.50	Per hour - must have approval from Director
	Whitmore Pool	Pool Rental Fee		$ 120.00	$ 150.00	$ 150.00	Per hour - includes 2 lifeguards
	Whitmore Pool	Group/Party Area Rental		$ 96.00	$ 120.00	$ 120.00	Non-exclusive use, includes admission for 20 and shade structure with table
	Whitmore Pool	Instructional Program		NA	$ 15.00	$ 15.00	New per session
	Whitmore Pool	Group Swim Lessons - 5 day sessions/6 week program		NA	$ 55.00	$ 55.00	5-day session, for 30 minutes/day
	Whitmore Pool	Private Swim Lessons		NA	$ 40.00	$ 40.00	Per 30 minutes
	Whitmore Pool	Recreational Program Fee		NA	$ 10.00	$ 10.00	per session
	Parking Lot	Parking Lot Rental		NA	$ 15.50	$ 16.50	Per hour
56120	**Community Recreation Center /LA Kings Ice at Mammoth Lakes**						
	Ice Rink	Any org. with a contractual arrangement with TOML					As specified by contract
	Ice Rink	Admission Adult (18-64 yrs.)		NA	$ 11.00	$ 11.00	Per session (excludes rental) - $16 with rental
	Ice Rink	Admission Youth (6-17 yrs.)		NA	$ 9.00	$ 9.00	Per session (excludes rental) - $14 with rental
	Ice Rink	Community Skate Special (6+)		NA	$ 8.00	$ 10.00	Per session (includes rental) - same as group rate/shorter session
	Ice Rink	Admission Children (5 and under)		NA	$ -	$ -	Free with paid adult
	Ice Rink	Admission Senior/Military/College student (65+ yrs./ID)		NA	$ 9.50	$ 9.50	Per session (excludes rental) - $14.50 with rental
	Ice Rink	Skate Rental		NA	$ 4.00	$ 5.00	Per session use
	Ice Rink	Skate Assist Aids		NA	$ 12.00	$ 15.00	Per use
	Ice Rink	Helmet Rental		NA	$ 6.00	$ 7.50	Per use
	Ice Rink	Group Rate (Youth+) - min. 10		NA	$ 10.00	$ 10.00	Per session (includes rental) - limited to available sessions
	Ice Rink	Inyo/Mono K-12 Student w/School ID		NA	$ 5.00	$ 5.00	Per session use, includes rental
	Ice Rink	Skate Sharpening		NA	$ 12.00	$ 15.00	Per pair (hockey/figure skates)
	Ice Rink	5 Punch Card - Skate Sharpening		NA	NA	$ 60.00	5 pairs (Hockey and Figure Skates)
	Ice Rink	5 Punch Card - Adult		NA	NA	$ 80.00	6th Session Free with rentals ($13.33/visit)
	Ice Rink	5 Punch Card - Snr/Military/college		NA	NA	$ 72.50	6th Session Free with rentals ($12.08/visit)
	Ice Rink	5 Punch Card - Youth		NA	NA	$ 70.00	6th Session Free with rentals ($11.66/visit)
	Ice Rink	5 Punch Card - Child		NA	NA	$ 25.00	6th Session Free with rentals ($4.16/visit)
	Ice Rink	Drop-In Skating Lesson Rate (includes helmet rental)		NA	$ 15.00	$ 15.00	Per session
	Ice Rink	Instructional Programs		NA	$ 75.00	$ 75.00	Includes 6 sessions, skate/helmet rental.
	Ice Rink	Instructional Programs - Drop-in		NA	$ 15.00	$ 15.00	per session: includes skating, curling, hockey, etc.
	Ice Rink	Recreational Programs		NA	$ 50.00	$ 50.00	Includes 6 sessions, with skate/helmet rental.
	Ice Rink	Recreational Programs - Drop-in		NA	$ 10.00	$ 10.00	per session
	Ice Rink	Private Skating Lessons		NA	$ 40.00	$ 40.00	Per 30 minute session based on age/ability level of student
	Ice Rink	Adult Curling League (6 week session)		NA	$ 195.00	$ 195.00	Per team
	Ice Rink	Adult Play Fee - non instructional (hockey/curling)		NA	$ 10.00	$ 10.00	Per session
	Ice Rink	Youth Play Fee - non instructional (hockey/curling)		NA	$ 5.00	$ 5.00	Per session
	Ice Rink	Adult Hockey League		NA	$ 1,500.00	$ 1,500.00	Per Team
	Ice Rink	Season Pass Adult (18-64 yrs.)		NA	$ 170.00	$ 195.00	Per season - includes rentals (excludes League Play)
	Ice Rink	Season Pass Senior/Military/College student (65+ yrs./ID)		NA	NA	$ 175.00	Per season - includes rentals (excludes League Play)
	Ice Rink	Season Pass Youth (6-17 yrs.)		NA	$ 120.00	$ 170.00	Per season - includes rentals (excludes League Play)
	Ice Rink	Season Pass Child (5 and under)		NA	NA	$ 65.00	Per season - includes rentals
	Ice Rink	Mammoth Lakes Youth Hockey Season Pass (30% DISC.)		NA	$ 96.00	$ 119.00	Per season (must be paid member of Mammoth Lakes Youth Hockey)
	Ice Rink	Ice Rental	$150.00	$ 240.00	$ 300.00	$ 300.00	Per hour
	Ice Rink	Parking Lot Rental		NA	$ 15.50	$ 16.50	Per hour
	Ice Rink	Curling Sheet rental		NA	$ 125.00	$ 125.00	Per hour - includes one lane, stones, equipment and ice prep
	Ice Rink	Birthday Party Packages		NA	Cost Acct	Cost Acct	Price based on number of people and services provided
60002	**Community Recreation Center /Summer**						
	RecZone	Any org. with a contractual arrangement with TOML					As specified by contract
	RecZone	1 Court Rental		$ 24.00	$ 30.00	$ 30.00	Per court / per hour, includes equipment
	RecZone	3 Court/Rink Rental		$ 60.00	$ 70.00	$ 75.00	Per hour, includes equipment
	RecZone	Small Multi-Purpose Space		$ 16.00	$ 20.00	$ 20.00	Per hour, includes tables + chairs
	RecZone	Large Multi-Purpose Space		$ 28.00	$ 35.00	$ 35.00	Per hour, includes tables + chairs
	RecZone	Facility Rental - subject to availability		$ 200.00	$ 200.00	$ 250.00	Per hour, includes equipment (4hr min rental - max. 12 hr. rental)
	RecZone	Admission Adult (18-64 yrs.)		NA	$ 6.00	$ 6.00	Per entry + equipment
	RecZone	Admission Senior/Military (65+ yrs./ID)		NA	$ 5.00	$ 5.00	Per entry + equipment
	RecZone	Admission Youth (6-17 yrs.)		NA	$ 4.00	$ 4.00	Per entry + equipment
	RecZone	Admission Child (3-5 yrs.)		NA	$ 2.50	$ 2.50	Per entry + equipment
	RecZone	Admission Infant (Under 5 yrs.)		NA	FREE	FREE	With paying adult
	RecZone	Adult Mid-Week Special with equipment		NA	$ 4.00	$ 4.00	Per entry + equipment (Mon-Thur - non holiday)
	RecZone	Mono / Inyo County School Rate with rentals		NA	$ 3.00	$ 3.00	Includes rental
	RecZone	Five Fun Pass - Adult		NA	$ 30.00	$ 30.00	6th visit Free
	RecZone	Five Fun Pass - Senior/Military		NA	$ 25.00	$ 25.00	6th visit Free
	RecZone	Five Fun Pass (Youth)		NA	$ 20.00	$ 20.00	6th visit Free
	RecZone	Five Fun Pass (Child)		NA	$ 12.50	$ 12.50	6th visit Free
	RecZone	Camp Mammoth 4.5-day session (Mon-Thu 9am-4pm, Fri 9am-12pm)		NA	NA	$ 168.00	CRC product for TK-K and Grades 1-2
	RecZone	Camp Mammoth Daily Drop-in fee		NA	NA	$ 45.00	per day
	RecZone	Kids Club (After camp program at Mammoth RecZone (Monday-Thursday, 4-6pm)			NA	$ 10.00	per day
	RecZone	Recreation Programs - 6 weeks		NA	$ 50.00	$ 50.00	Includes Bike Squad, Adventure Club, Toddler Time
	RecZone	Recreation Programs - Drop In		NA	$ 10.00	$ 10.00	Kids Club/session
	RecZone	Instructional Programs - 4 weeks		NA	$ 45.00	$ 45.00	Includes In-line Skating
	RecZone	Instructional Programs - 6 weeks		NA	$ 75.00	$ 75.00	Includes Tennis, Basketball, Soccer
	RecZone	Instructional Program - Drop In		NA	$ 15.00	$ 15.00	Per person, per session
	RecZone	Youth Leagues (self-regulated)		NA	$ 5.00	$ 5.00	Per child/session
	RecZone	Youth Leagues (with officials)		NA	$ 10.00	$ 10.00	Per child/session
	RecZone	Adult/Youth Tournaments		NA	$ 125.00	$ 125.00	Per team. Includes Volleyball, Basketball, Futsal and Dodgeball
	RecZone	Adult Leagues (self-regulated)		NA	$ 250.00	$ 250.00	Per team. 10 weeks. Includes Volleyball and Dodgeball.
	RecZone	Adult Leagues (with officials)		NA	$ 400.00	$ 400.00	Per team. 10 weeks. Includes Basketball and Futsal.
	RecZone	Parking Lot Rental		NA	$ 15.50	$ 16.50	Per hour
	RecZone	Birthday Party Packages		NA	Cost Acct	Cost Acct	Price based on number of people and services requested
	RecZone	Youth Special Event Participant Fee		NA	$ 5.00	$ 6.00	Per entry
56815	**Edison Theatre**						
	Contractual Agreement	Any org. with a contractual arrangement with TOML					As specified by contract
	The Library/Conference Room	Rental Fee		$ 26.00	$ 31.00	$ 32.50	Per hour - 2 hour min.
	Edison Theatre	Rental Fee		NA	$ 125.00	$ 125.00	Min. 4 hours
	Edison Theatre	Rental Fee		NA	$ 200.00	$ 200.00	Per day (8 hours)
	Technical Assistance	Stage, sound, lights, etc.		$ 48.00	$ 60.00	$ 60.00	Per hour
	Parking Lot	Parking Lot Rental		$ 13.50	$ 15.50	$ 16.50	Per hour
432	**RECREATION PROGRAMS**						
	ADULT						
	Adult Beach Volleyball Tournament	Shady Rest Park Volleyball Courts		NA	$ 60.00	$ 60.00	Per team
	Adult Summer Softball Tournament	Shady Rest Ball Fields		NA	$ 425.00	$ 425.00	Per team
	Adult Indoor Soccer "A" League	MHS Gym - winter		NA	$ 450.00	$ 450.00	Per team
	Adult Softball League	Whitmore/Shady Rest		NA	$ 735.00	$ 735.00	Per team
	Adult Summer Soccer League	Whitmore		NA	$ 750.00	$ 750.00	Per team
	Volleyball League	Indoors / self regulated		NA	$ 175.00	$ 175.00	Per team
	Adult Tennis Camp	4-day camp (3 hrs. in AM)		NA	$ 150.00	$ 150.00	Per person/camp
	Adult Tennis Camp Drop-in	1 day / 9am-noon		NA	$ 50.00	$ 50.00	Per day
	Private Lesson (30 mins)	30 minutes		NA	$ 40.00	$ 40.00	Per session
	Private Lessons (60 mins)	60 minutes		NA	$ 70.00	$ 70.00	Per session
	Recreational Programs - Drop In			NA	$ 15.00	$ 15.00	Per session. Includes Tennis
	Instructional Programs - Drop In			NA	$ 10.00	$ 10.00	Per session. Includes Tennis
	Adult Basketball League	NEW Program in MHS Gym - fall		NA	$ 125.00	$ 125.00	Per team
	YOUTH						
	Summer Camps	4.5-day session (Mon-Thu 9am-4pm, Fri 9am-12pm)		NA	$ 160.00	$ 168.00	Includes Bike Camp, Sport Camp, Park 'n' Play Camp, Nature Camp, Sample Camp
	Signature Summer Camps	4.5-day session (Mon-Thu 9am-4pm, Fri 9am-12pm)		NA	$ 220.00	$ 230.00	Includes Adventure Camp, Mountain Bike Camp, Climbing Camp, Art Camp, Backpacking Camp and Aquatics Camp
	High School CIT Camp	4.5-day session (Mon-Thu 9am-4pm, Fri 9am-12pm)		NA	$ 220.00	$ 230.00	Counselor in Training Camp
	Explorer Camps	5-day session (Mon-Fri 9am-12pm)		NA	$ 140.00	$ 147.00	
	Wave Rave Camp	3-day session (Wed-Fri 9am-4pm)		NA	$ 140.00	$ 147.00	
	Wave Rave Camp - Explorer	3-day session (Wed-Fri 9am-12pm)		NA	$ 86.00	$ 90.00	
	Challenger Soccer Camp	5-day Session (Full/Half Day) - Contract Instructor		NA	Cost Acct	Cost Acct	Fees set by Instructor/Town Staff - per contract
	UK International Soccer Camp	5-day Session (Full/Half Day) - Contract Instructor		NA	Cost Acct	Cost Acct	Fees set by Instructor/Town Staff - per contract
	Lego Playwell TEKnologies Camp	5-day Session - Contract Instructor		NA	Cost Acct	Cost Acct	Fees set by Instructor/Town Staff - per contract
	Youtheatre			NA	$ 220.00	$ 230.00	Fees set by Instructor/Town Staff - per contract
	Instructional Programs			NA	$ 15.00	$ 15.00	Per session
	Recreation Programs	6 week session		NA	$ 50.00	$ 50.00	Includes Cooking Classes, Toddler Time, Hot Shots, Lil' Sluggers. Inst. B'ball
	Private Lesson (30 mins)			NA	$ 40.00	$ 40.00	Per Session. Includes up to 3 students. Includes Tennis
	Private Lesson (60 mins)			NA	$ 70.00	$ 70.00	Per Session. Includes up to 3 students. Includes Tennis

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Agreement with Emanuels Jones and Associates for State Legislative Advocacy Consulting Services

Council Meeting Date: 3/15/2023

Prepared by: Daniel C. Holler, Town Manager

Recommended Motion: Approve and authorize the Town Manager to sign consulting agreement with Emanuels Jones and Associates for State Legislative Advocacy services.

Summary:
The Town Council requested staff to bring forward recommendation for hiring a firm to advocate for the Town through the State Legislative process. Staff is recommending approval of an agreement with Emanuels Jones and Associates for State Legislative Advocacy Consulting Services. The agreement extends from March 16, 2023 through December 2026. The total cost for the contract period is $173,650. For 2023, the contract is based on 9.5 months at a cost of $32,675. This is a full-service agreement providing the Town with a range of legislative services as provided for in the agreement. The firm is familiar with many of the issues facing the Town of Mammoth Lakes as they provide similar services to the Town of Truckee and works with Cal Cities (League of California Cities) Staff and a number of other local governments. A copy of the agreement is provided for Council review.

EMANUELS JONES
AND ASSOCIATES
LEGISLATIVE ADVOCACY
GOVERNMENT RELATIONS

February 24, 2023

Daniel C. Holler
Town Manager
Town of Mammoth Lakes
437 Old Mammoth Rd. Suite 230,
Mammoth Lakes, California, 93546

Dear Dan:

It was a pleasure to speak with you to discuss how Emanuels Jones and Associates can assist you with your legislative advocacy program. Emanuels Jones & Associates (EJA) is an experienced and highly effective firm. We are detailed oriented, and client focused. We exclusively represent local municipalities, non-profit agencies, and private companies with a municipal focus. We have served most of our clients for over a decade. We understand the inner workings of municipal government and understand local priorities and budget needs.

EJA understands the time commitment and resources necessary to serve the Town of Mammoth Lakes and can immediately enter into a contract and devote the necessary resources to the full representation of the Mammoth Lakes.

We believe a long-term relationship is the most beneficial for you to meet both your short- and long-term goals. We recommend a 4-year contract which will allow us to pursue your interests during the this and the next legislative session

Attached please find a cost proposal, list of services and draft contract. We look forward to representing Mammoth Lakes again.

Sincerely,

David A. Jones
President

Cc: Andy Morris

1400 K STREET
SUITE 306, SACRAMENTO
CALIFORNIA 95814
TEL: 916.444.6789
FAX: 916.444.0303

TOWN OF MAMMOTH LAKES
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE

This Agreement is made and entered into this 16th day of March, 2023, 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 Emanuels Jones and Associates, a California sole proprietorship, with its principal place of business at 1400 K St #306, Sacramento, CA ("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 state legislative advocacy services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional state legislative advocacy 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 state legislative advocacy services for the State Legislative Advocacy 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 state legislative advocacy 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 March 16, 2023 to December 31, 2026, 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 "A" 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 Town's Representative. The Town hereby designates Daniel 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 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.

3.2.4 Consultant's Representative. Consultant hereby designates David Jones, President, 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. 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.

3.2.5 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 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.

3.2.7 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.

3.2.8 Insurance.

3.2.8.1 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 either: (i) provided evidence satisfactory to the Town that the subconsultant has secured all insurance required under this section; or (ii) procured insurance covering each subconsultant to the same extent as Consultant.

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 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. If Consultant maintains higher limits than the specified minimum limits, Town requires and shall be entitled to coverage for the higher limits maintained by Consultant.

(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.

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 and 3.2.8.2(B), Automobile Liability Insurance, 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, officers, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010, or such other edition date as may be acceptable to Town. 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.

(2) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased.

(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.

(2) Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased.

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 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.

3.2.8.6 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. 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.

3.2.8.8 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.

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 Subconsultants. All subconsultants shall be included as additional insureds under Consultant's policies, or Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these insurance requirements, including adding the Town as an additional insured to the subconsultant's policies. Consultant shall provide to Town satisfactory evidence as required under Section 3.2.8.1 of this Agreement.

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 "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred seventy-three thousand six hundred fifty dollars ($173,650.00) 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 to Town a monthly invoice. Town shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the Town disputes any of Consultant's fees, the Town shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

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

3.5 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 thirty (30) 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: Emanuels Jones and Associates
1400 K St. #306 Sacramento, CA 95814
ATTN: David Jones

Town: Town of Mammoth Lakes
437 Old Mammoth Rd. Suite 230
Mammoth Lakes, CA 93546
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 usb drives, external hard drives, discs, or other means of electronic media storage, 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.

3.5.4 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 indemnity and defense obligations set forth herein and in Section 3.5.6.2 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, and defense costs shall not exceed the Consultant’s proportionate percentage of fault.

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. Any action to interpret or enforce this Agreement shall be brought in the Mammoth Lakes branch of the Nevada County Superior Court.

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, 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.

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
Approved by

_____ _____
Daniel C. Holler Date
Town Manager

Approved as to Form:

_____ _____
Andrew Morris Date
Town Attorney

CONSULTANT
Reviewed and Accepted by Consultant

_____ _____
David A. Jones, President Date

EXHIBIT A

Emanuels Jones and Associates
Core Level of Services Proposed for the Town of Mammoth Lakes

We guarantee that we will devote as much time and resources as necessary to achieve the objectives of the program.

For the Town of Mammoth Lakes, we offer the following services:

(a) Assist Town Council and staff in developing strategies to successfully implement the Town's legislative and administrative agency program.

- Hold bi-monthly meetings via zoom with Town Manager and designated staff.
- Provide in person legislative update to Town Council once per year.
- Hold in person meetings with Town Manager and department heads once per year. These strategy meetings will be used to provide legislative and administrative agency update briefings, to develop strategy for the Town's legislative and administrative agency advocacy program or to elicit specific proposals for legislative action.
- Provide weekly written report to Town including priority issues, bills tracked and legislative activities.

(b) Represent and testify on behalf of the Town in meetings or hearings with state agencies, boards, commissions and other legislative bodies, including Dept. of Water Resources, Caltrans, Dept. of Health Services and State Water Resources Board.

(c) Sacramento visits

- Prepare briefing materials and arrange appointments for Council Members and Town staff when they travel to Sacramento to advance the Town's legislative or administrative agency advocacy agenda, including appointments with the Governor's Office, Dept. of Water Resources, Caltrans, Dept. of Health Services and the State Water Resources Control Board.

(d) Read all bills as introduced and all bill amendments as introduced. Identify legislation that significantly or uniquely impacts the Town of Mammoth Lakes.

- Alert the Town staff to the legislation and provide electronic copies to Town Manager's office in a timely manner.
- In order to anticipate emerging issues, attend all weekly "city caucus" legislative briefings conducted by the League of California Cities. Maintain professional relationships with the League's legislative staff, other city lobbyists, legislative committee staff and Administration officials.

(e) Track and report on legislation which the Town has targeted with a support or oppose position.

- Report on the status of all bills on which the Town has an adopted position.
- Provide Town staff with advance notice of hearings and critical actions relating to priority issues and bills as identified by the Town.

(f) Continue the effective professional and personal relationship with the Town's legislative delegation and their principal staff.

(g) If the Town sponsors legislation (2 to 3 bills per year maximum), this firm will:

- Coordinate drafting of legislation.
- Seek legislative author or co-authors.
- Seek co-sponsors and support from other Sacramento based lobbying organizations and other cities, including the League.
- Meet with opponents and legislative consultants to understand the nature of opposition and possibilities for mutually agreeable amendments. Draft amendments if appropriate.
- Arrange for Town officials to meet with legislative committee chairs, committee members and staff consultants (including party caucus staff) in advance of committee hearing and vote.
- Assist Town officials in preparation of hearing testimony.
- Lobby committee members individually for support vote.
- Arrange for Town officials to meet with the Governor's Office, Department of Finance and relevant state departments.
- Prepare support letters to Assembly and Senate floors. Lobby floor votes.
- Prepare "request for signature" letter to Governor.

(h) If the Town seeks a budget appropriations (2 or 3 per year maximum), we will follow the path of tasks outlined above as modified for the budget adoption process.

(i) Lobby on behalf of the Town for positions (non-sponsorship bills) adopted by the Town Council.

- Communicate position to Town's legislators via letter, and when feasible in person.
- Individually or in coordination with allied cities or the League of California Cities, present testimony before legislative committee on Town's position. When appropriate meet with committee consultants, committee chair and committee members to advance the Town position.
- When requested, arrange for Mammoth Lakes officials to present testimony, meet with committee chair and members in advance of the hearing date.
- Assist Mammoth Lakes officials in preparation of testimony before legislative committees.

- As requested, prepare letters on behalf of the Town of legislative committees, Assembly and Senate floor and to the Governor.

(j) Unlimited general legislative inquiry service

- Respond to Town staff's questions about legislation, committee analyses or impact of legislation on the Town of Mammoth Lakes.
- Be available by telephone, fax or e-mail for direct consultation on any matter relating to state legislative or administrative matters.

EXHIBIT B

COMPENSATION SCHEDULE

Emanuels Jones and Associates
Compensation Schedule for the Town of Mammoth Lakes

1) For the full services provided to meet the core level of services payments for a 4-year contract monthly fees as follows:

2023 - $3,250
2024 - $3,350
2025 - $3,450
2026 - $3,550

2) Annual expenses up to $1500 for pre-approved travel expenses (airfare, hotel, meals, rental car, or other ground transportation) for EJA staff to visit Mammoth Lakes to meet with Department heads and brief the Town Council each year.

3) If requested, EJA can also complete of all registration and reporting requirements as mandated by the Lobbying Disclosure Act for the Town during the term of the contract. This can be done for $75 per filing with 4 filings per year for a total of $300 per year.

4) Total Contract Not to Exceed Amount: $173,650:

2023: $32,675 (9.5 months starting March 16)
2024: $42,000
2025: $43,200
2026: $44,400

Additional fees may be necessary if the Town requires additional travel or more work than outlined in the request for qualifications and\or the scope of work outlined. Additional work will be approved in writing by the parties.

TOWN COUNCIL STAFF REPORT

Title: FY2023-24 Budget – General Fund Revenue Projections

Meeting Date: March 15, 2023

Prepared by: Rob Patterson – Administrative Services / Finance Director

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RECOMMENDATION:

Staff is requesting Town Council comment and direction on proposed revenue projections that will assist staff in preparing the preliminary FY23-24 budget to be presented on April 12th for Town Council consideration.

BACKGROUND:

The methodology and background used for each revenue forecast is consistent with prior years. Preparing these initial revenue estimates provides a base line for providing current service levels with specific areas identified for additional investment. The development of a robust capital improvement program (CIP) along with current and future planned investment in housing programs requires a very measured process in setting revenue estimates for the Town's operating budget. We remain conservative in our estimates to prevent over reliance on high revenues for operations, while allowing for greater flexibility in executing on the CIP and other priority investments. These revenue estimates are completed with the best available information to date. Staff will receive updates on information for revenue projections and make adjustments through the budget cycle. Staff is working on the expense side of the budget as we prepare a preliminary budget for discussion tentatively set for April 12th.

FY23-24 General Fund Revenue Projections

In preparing for the FY23-24 budget, several key revenue projections are made to set the stage for the expenditure side of the budget. The primary focus is on the General Fund, which supports the majority of the Town's operations. The following highlights our projection of revenues for the preliminary budget work. These projections are subject to change as more information is obtained through the budget process. The following discussion uses the adopted FY22-23 Budget as a point of comparison as well as trends over the past several years. The preliminary base operating revenue for FY23-24 is $30,103,400 which represents an 8.9% increase from prior year adopted budget ($27,630,890). This increase is consistent with natural growth of the organization as we have enhanced our core services to meet the needs of our community.

Transient Occupancy Tax

The base Transient Occupancy Tax (TOT) is recommended at $18.0 million this year, which is $2,000,000 or 12.5% higher than last year and represents 59.8% of the General Fund budgeted revenue for FY23-24. We believe this base TOT is sustainable based on summer / winter diversification and TBID supported marketing efforts. Staff does believe this revenue item will

exceed the budget within the next year allowing for the implementation of the CIP and other priority investments to support the community (e.g., housing and childcare). However, locking in a higher budget would increase our vulnerability to fluctuating visitation and revenues. This approach also allows us to allocate revenue in excess of the operating budget to special projects and one time spending that will further critical community programs. The Town is unique in that we depend so heavily on visitation and this revenue stream, but we are also unique in the fact we have a system to provide financial capital to further our projects, over and above our operating needs.

The lodging community has enjoyed a strong demand for visitation and has appropriately adjusted the average daily rental rate on most units. This adjustment has increased the overall revenue for both the operators and Town while still meeting the current visitor demand. Staff does anticipate this practice will continue provided the economy continues to support leisure travel. We do anticipate continued growth in foreign travel that was significantly reduced during the pandemic which should help the region with additional visitors.

For comparison purposes, TOT enforcement related revenues from assessments, penalties or interest are not included in the base TOT revenue analysis. The analysis provides a comparison of Non-Winter months (May – November) and Winter-Months (December – April). The two seasons are used to demonstrate both steady increase in Non-Winter month revenue and more potential volatility in the Winter months. The average for the past 9, 6, & 3 years is provided.

Transient Occupancy Tax Analysis

Fiscal Year	Non-Winter	Winter	Total	Adopted Budget	Actual Variance to Adopted Budget	Modified Budget
FY2013 - 14	$ 4,415,758	$ 5,947,501	$ 10,363,259	$ 11,646,356	$ (1,283,097)	$ 10,343,365
FY2014 - 15	$ 4,907,077	$ 6,401,920	$ 11,308,997	$ 11,600,000	$ (291,003)	$ 10,839,000
FY2015 - 16	$ 6,112,789	$ 9,620,717	$ 15,733,506	$ 11,600,000	$ 4,133,506	$ 14,500,000
FY2016 - 17	$ 6,958,537	$ 11,132,927	$ 18,091,464	$ 11,650,000	$ 6,441,464	$ 16,667,305
FY2017 - 18	$ 7,227,599	$ 10,639,802	$ 17,867,401	$ 12,500,000	$ 5,367,401	$ 17,472,000
FY2018 - 19	$ 7,385,530	$ 12,825,531	$ 20,214,779	$ 13,500,000	$ 6,714,779	$ 20,100,000
FY2019 - 20**	$ 5,808,258	$ 10,103,601	$ 15,911,859	$ 13,500,000	$ 2,411,859	$ 15,904,700
FY2020 - 21**	$ 8,635,050	$ 7,964,197	$ 16,599,247	$ 11,200,000	$ 5,399,247	$ 16,564,000
FY2021 - 22	$ 9,802,091	$ 16,841,118	$ 26,643,209	$ 14,500,000	$ 12,143,209	$ 26,610,000
FY2022 - 23*	$ 7,495,691	$ 9,066,875	$ 16,562,566	$ 16,000,000	$ 562,566	$ 20,000,000

*** = Partical Year, missing February, March, April (Winter) May, June - (Non-Winter)**
**** = Year Heavily Impacted by COVID-19**

Average	Non-Winter	Winter	Total
9 Year	$ 6,805,854	$ 10,164,146	$ 16,970,000
6 Year	$ 7,636,178	$ 11,584,529	$ 19,220,707
3 Year	$ 8,081,800	$ 11,636,305	$ 19,718,105

Note:
Winter = December - April (5 Months)
Non Winter = May - November (7 Months)

Staff Recommendation	**$**	**18,000,000**	**12.5%**

Staff is requesting Council discussion and confirmation on the TOT revenue recommended for the initial preparation of the operating budget.

Property Tax

All Combined Property Tax revenue streams represent approximately 12.5% of the General Fund revenue or $4,705,000. This projected revenue is 1.2% higher than prior year adopted budget. In previous years we have been much more aggressive on property tax as the housing market and sales were very strong. There are 10 components to property tax and some elements like Documentary Transfer Tax are not expected to be as strong as previous years. That coupled with a flat or slightly declining property value may prompt some adjustments to valuation or other factors that will impact overall performance of this revenue item. Higher interest rates are impacting sales prices, along with concerns about the overall economy. This initial projection assumes approximately 2% increase over last year. Base property tax rates are poised to increase by 2% as provided for under Prop 13, plus growth from new development and changes related to property sales. These estimates will be reviewed in the coming weeks as we anticipate receiving more detailed projections from Mono County. Below you will find a historical representation of property tax.

Property Tax Analysis

Fiscal Year	Actuals	Adopted Budget	Actual Variance to Adopted Budget	Actual % increase
FY2013 - 14	$ 3,175,190	$ 3,045,495	$ 129,695	
FY2014 - 15	$ 3,227,673	$ 3,202,984	$ 24,689	1.65%
FY2015 - 16	$ 3,356,561	$ 3,325,405	$ 31,156	3.99%
FY2016 - 17	$ 3,486,307	$ 3,491,692	$ (5,385)	3.87%
FY2017 - 18	$ 3,635,160	$ 3,604,022	$ 31,138	4.27%
FY2018 - 19	$ 3,803,820	$ 3,532,000	$ 271,820	4.64%
FY2019 - 20	$ 4,054,115	$ 3,688,000	$ 366,115	6.58%
FY2020 - 21	$ 4,572,245	$ 3,927,000	$ 645,245	12.78%
FY2021 - 22	$ 4,736,931	$ 4,214,850	$ 522,081	3.60%
FY2022 - 23*	$ 2,434,452	$ 4,650,000		

* Partial Year

Average	Total
9 Year	$ 3,783,111
6 Year	$ 4,048,096
3 Year	$ 4,454,430

Staff Recommendation	**$**	**4,705,000**	**1.2%**

Sales Tax

Sales Tax represents 9.9% of the General Fund or $3,000,000 for FY23-24. This amount is a 11.1% higher than prior year adopted budget. ($2,700,000) The Town has seen strong results in sales tax over the last full year, FY21-22, exceeding budget by more than $700,000. This result is tied to the volume of visitors and price of goods sold. Staff expects this trend to continue through the next year. In April 2019, AB147 was signed into law requiring every retailer engaged in business in the State to collect the tax from the purchaser, file a return, and remit the tax to the State. This bill also identified "Marketplace facilitator" as one who contracts with marketplace sellers to facilitate the sale of products (a.k.a Online Sales). This required online sales platforms to collect and remit taxes. The visitation coupled with collection of online sales tax should result in a strong year for this revenue stream. Below you will find a historical representation of sales tax.

Sales Tax Analysis

Fiscal Year	Actuals	Adopted Budget	Actual Variance to Adopted Budget	Actual % increase
FY2013 - 14	$ 1,403,323	$ 1,332,710	$ 70,613	
FY2014 - 15	$ 1,411,709	$ 1,430,000	$ (18,291)	0.6%
FY2015 - 16	$ 1,805,712	$ 1,730,000	$ 75,712	27.9%
FY2016 - 17	$ 2,617,014	$ 2,324,000	$ 293,014	44.9%
FY2017 - 18	$ 2,433,682	$ 2,250,000	$ 183,682	-7.0%
FY2018 - 19	$ 2,749,036	$ 2,490,000	$ 259,036	13.0%
FY2019 - 20	$ 2,372,657	$ 2,521,000	$ (148,343)	-13.7%
FY2020 - 21	$ 2,513,299	$ 1,850,000	$ 663,299	5.9%
FY2021 - 22	$ 3,358,773	$ 2,600,000	$ 758,773	33.6%
FY2022 - 23*	$ 1,370,733	$ 2,700,000		

* Partial Year

Average	Total
9 Year	$ 2,296,134
6 Year	$ 2,674,077
3 Year	$ 2,748,243

Staff Recommendation	**$**	**3,000,000**	**11.1%**

Franchise Fees

Franchise Fee revenue estimate of $900,000 represents 3.0% of the General Fund revenue budget for FY23-24. The Town receives franchise fees for Solid Waste, Electricity, Gas and Cable. The budgeted revenue is equal to recommendation so no adjustment recommended for this year. In the prior year, the Town completed a new Solid Waste franchise agreement with Waste Connections, Inc. (DBA Mammoth Disposal) included a 2% increase in the franchise fee. The Town has realized the increase in the current year and staff expects this to perform to budget expectations. These line items are heavily dependent on visitation as they represent utilization of services. Based on this fact, staff expects the current year to over perform expectations, however predicting future growth is where staff usually remains conservative, therefore, staff is recommending a continuation of current revenue expectations for this component. Below you will find a historical representation of combined franchise fees.

Franchise Fee Analysis

Fiscal Year	Actuals	Adopted Budget	Actual Variance to Adopted Budget	Actual % increase
FY2013 - 14	$ 787,727	$ 729,963	$ 57,764	
FY2014 - 15	$ 787,331	$ 790,000	$ (2,669)	-0.1%
FY2015 - 16	$ 637,607	$ 804,705	$ (167,098)	-19.0%
FY2016 - 17	$ 1,010,266	$ 811,656	$ 198,610	58.4%
FY2017 - 18	$ 911,173	$ 813,000	$ 98,173	-9.8%
FY2018 - 19	$ 910,190	$ 830,000	$ 80,190	-0.1%
FY2019 - 20	$ 852,565	$ 845,000	$ 7,565	-6.3%
FY2020 - 21	$ 858,936	$ 770,000	$ 88,936	0.7%
FY2021 - 22	$ 918,042	$ 812,000	$ 106,042	6.9%
FY2022 - 23*	$ 335,918	$ 900,000		

* Partial Year

Average	Total
9 Year	$ 852,649
6 Year	$ 910,195
3 Year	$ 876,514

Staff Recommendation	**$**	**900,000**	**0.0%**

Other Revenues

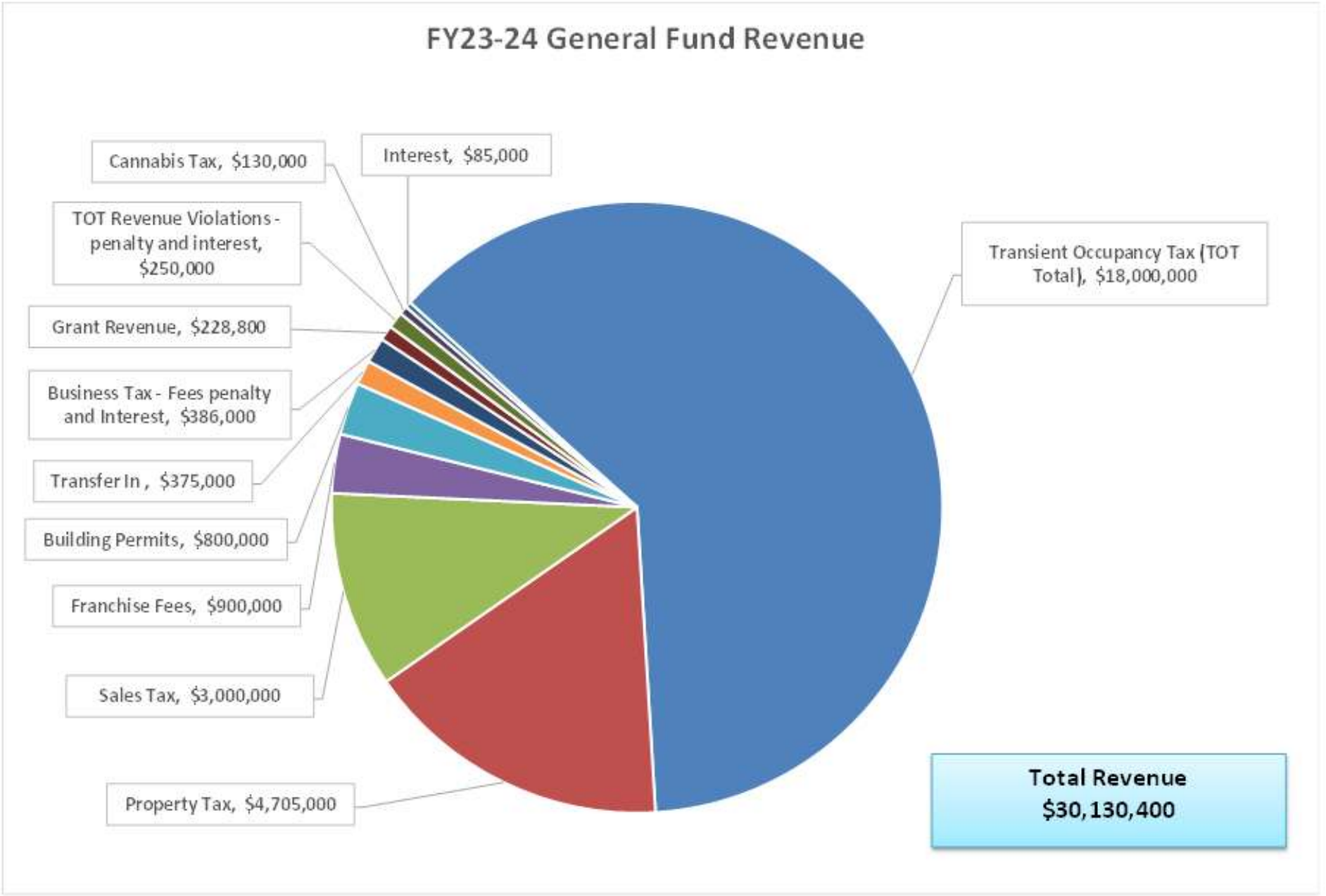
Other Revenues represent 11.6% of the General Fund revenue and include a variety of fees and charges for service, interest, grants, etc. Some of the larger elements include the annual COPs grant ($100,000); cannabis tax ($130,000); business license ($360,000); building permit fees ($800,000); planning and zoning applications ($196,000); TBID Administrative fee ($126,000); and facility rentals; ($165,000); recreation program fees ($160,000); transit fee ($135,000), and transfer – in ($375,000). Transfer In represents monies allocated from other funds to cover expenditures in the General Fund. The major elements included here are Tourism Reserve support for host program and fish stocking as well as Measure R and U support for the Office of Outdoor Recreation. In addition to the specific items listed above, other revenues include planning fees; other development related fees; charges for programs; licenses and permits; interest, and miscellaneous administrative fees. The projected revenue is approximately $3,498,400.

Key Revenue Components - General Fund

Item		Amount	% of Total Revenue
Transient Occupancy Tax (TOT)	$	18,000,000	59.8%
Property Tax	$	3,755,000	12.5%
Sales Tax	$	3,000,000	10.0%
Community Development Permits	$	996,500	3.3%
Property Tax in Lieu VLF	$	950,000	3.2%
Franchise Fees	$	900,000	3.0%
Business Tax - Fees penalty and Interest	$	562,000	1.9%
Other Revenue	$	518,500	1.7%
Recreation Programs	$	343,000	1.1%
TOT Penalty and Interest	$	250,000	0.8%
Public Safety	$	327,400	1.1%
Transit Fee	$	135,000	0.4%
Interest	$	85,000	0.3%
Charges for Services (TBID Collection, Clerk Duties, Snow Removal Civic Center)	$	181,000	0.6%
Whitemore Pool County Share 50%	$	100,000	0.3%
Total Budgeted Revenue	**$**	**30,103,400**	**100.0%**

Major Revenue Components

Item	FY20-21 Actual	FY21-22 Actual	FY22-23 Adopted Budget	FY23-24 Proposed Budget	Variance to FY22-23	%	% of Total Revenue
Transient Occupancy Tax (TOT)	$ 16,599,247	$ 26,643,209	$ 16,000,000	$ 18,000,000	$ 2,000,000	12.5%	59.8%
TOT Revenue Violations	$ 148,977	$ 201,286	$ 100,000	$ 100,000	$ -	0.0%	0.3%
TOT Penalty and Interest	$ 167,766	$ 257,665	$ 150,000	$ 150,000	$ -	0.0%	0.5%
Total TOT Revenue	$ 16,915,990	$ 27,102,161	$ 16,250,000	$ 18,250,000	$ 2,000,000	12.3%	60.6%
Property Tax	$ 4,572,245	$ 4,736,931	$ 4,650,000	$ 4,705,000	$ 55,000	1.2%	15.6%
Sales Tax	$ 2,513,299	$ 3,358,773	$ 2,700,000	$ 3,000,000	$ 300,000	11.1%	10.0%
Franchise Fees	$ 858,936	$ 918,042	$ 900,000	$ 900,000	$ -	0.0%	3.0%
Other Revenue							
Building Permits	$ 934,970	$ 1,219,892	$ 760,000	$ 800,000	$ 40,000	5.3%	2.7%
Business Tax (New, Renewal, and Penalties)	$ 336,897	$ 393,892	$ 336,000	$ 386,000	$ 50,000	14.9%	1.3%
Cannabis Tax	$ 161,553	$ 158,723	$ 130,000	$ 130,000	$ -	0.0%	0.4%
Interest	$ 150,389	$ 129,617	$ 85,000	$ 85,000	$ -	0.0%	0.3%
Grant Revenue	$ 380,379	$ 297,213	$ 228,800	$ 228,800	$ -	0.0%	0.8%
Transfer In	$ 623,000	$ 160,027	$ 375,000	$ 375,000	$ -		1.2%
Misc Revenue	$ 183,164	$ 1,770,424	$ 1,216,090	$ 1,243,600	$ 27,510	2.3%	4.1%
Total Budgeted Revenue (General Fund	$ 27,630,823	$ 40,245,695	$ 27,630,890	$ 30,103,400	$ 2,472,510	8.9%	100.0%


FY23-24 General Fund Revenue
Cannabis Tax, $130,000
Interest, $85,000
TOT Revenue Violations - penalty and interest, $250,000
Transient Occupancy Tax (TOT Total), $18,000,000
Grant Revenue, $228,800
Business Tax - Fees penalty and Interest, $386,000
Transfer In , $375,000
Building Permits, $800,000
Franchise Fees, $900,000
Sales Tax, $3,000,000
Property Tax, $4,705,000
Total Revenue
$30,130,400

Other Funds

The Town has other funds that will be incorporated into the preliminary budget such as Gas Tax, Airport, Vehicle maintenance and replacement, Measures R & U, and a number of smaller funds, such as the various assessment districts. Finalizing both revenues and expenses for several of these funds is tied to the General Fund. Using the direction provided on the above revenues will assist staff in proceeding with the next step in the budget cycle.

CONCLUSION

Your Town leadership team and finance staff have put in a number of hours in preparing for the budget cycle. They are committed to working within the Town's financial limits and the policy direction provided by Town Council as we provide services to our community. Council discussion and recommendation on the key revenue components of the FY23-24 budget are a critical first step in the development of our budget. As the budget cycle progresses, staff will provide additional budget details, comparisons and other relevant information that serves to inform the overall budget development.

FY23-24 Budget

General Fund Revenue Projections

Rob Patterson

Administrative Services / Finance Director

March 15, 2023

General Fund - Projected Revenue

Transient Occupancy Tax Analysis

Fiscal Year	Non-Winter	Winter	Total	Adopted Budget	Actual Variance to Adopted Budget	Modified Budget	Actuals % Increase
FY2013 - 14	$ 4,415,758	$ 5,947,501	$ 10,363,259	$ 11,646,356	$ (1,283,097)	$ 10,343,365	
FY2014 - 15	$ 4,907,077	$ 6,401,920	$ 11,308,997	$ 11,600,000	$ (291,003)	$ 10,839,000	9.1%
FY2015 - 16	$ 6,112,789	$ 9,620,717	$ 15,733,506	$ 11,600,000	$ 4,133,506	$ 14,500,000	39.1%
FY2016 - 17	$ 6,958,537	$ 11,132,927	$ 18,091,464	$ 11,650,000	$ 6,441,464	$ 16,667,305	15.0%
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FY2019 - 20**	$ 5,808,258	$ 10,103,601	$ 15,911,859	$ 13,500,000	$ 2,411,859	$ 15,904,700	-21.3%
FY2020 - 21**	$ 8,635,050	$ 7,964,197	$ 16,599,247	$ 11,200,000	$ 5,399,247	$ 16,564,000	4.3%
FY2021 - 22	$ 9,802,091	$ 16,841,118	$ 26,643,209	$ 14,500,000	$ 12,143,209	$ 26,610,000	60.5%
FY2022 - 23*	$ 7,495,691	$ 9,066,875	$ 16,562,566	$ 16,000,000	$ 562,566	$ 20,000,000	

*** = Partical Year, missing February, March, April (Winter) May, June - (Non-Winter)**
**** = Year Heavily Impacted by COVID-19**

Average	Non-Winter	Winter	Total
9 Year	$ 6,805,854	$ 10,164,146	$ 16,970,000
6 Year	$ 7,636,178	$ 11,584,529	$ 19,220,707
3 Year	$ 8,081,800	$ 11,636,305	$ 19,718,105

Note:
Winter = December - April (5 Months)
Non Winter = May - November (7 Months)

Staff Recommendation **$ 18,000,000** **12.5%**

Mammoth Lakes CALIFORNIA

Property Tax Analysis

Fiscal Year	Actuals	Adopted Budget	Actual Variance to Adopted Budget	Actual % increase
FY2013 - 14	$ 3,175,190	$ 3,045,495	$ 129,695	
FY2014 - 15	$ 3,227,673	$ 3,202,984	$ 24,689	1.65%
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FY2018 - 19	$ 3,803,820	$ 3,532,000	$ 271,820	4.64%
FY2019 - 20	$ 4,054,115	$ 3,688,000	$ 366,115	6.58%
FY2020 - 21	$ 4,572,245	$ 3,927,000	$ 645,245	12.78%
FY2021 - 22	$ 4,736,931	$ 4,214,850	$ 522,081	3.60%
FY2022 - 23*	$ 2,434,452	$ 4,650,000		

* Partial Year

Average	Total
9 Year	$ 3,783,111
6 Year	$ 4,048,096
3 Year	$ 4,454,430

Staff Recommendation **$ 4,705,000** **1.2%**

Mammoth Lakes CALIFORNIA

Sales Tax Analysis

Fiscal Year	Actuals	Adopted Budget	Actual Variance to Adopted Budget	Actual % increase
FY2013 - 14	$ 1,403,323	$ 1,332,710	$ 70,613	
FY2014 - 15	$ 1,411,709	$ 1,430,000	$ (18,291)	0.6%
FY2015 - 16	$ 1,805,712	$ 1,730,000	$ 75,712	27.9%
FY2016 - 17	$ 2,617,014	$ 2,324,000	$ 293,014	44.9%
FY2017 - 18	$ 2,433,682	$ 2,250,000	$ 183,682	-7.0%
FY2018 - 19	$ 2,749,036	$ 2,490,000	$ 259,036	13.0%
FY2019 - 20	$ 2,372,657	$ 2,521,000	$ (148,343)	-13.7%
FY2020 - 21	$ 2,513,299	$ 1,850,000	$ 663,299	5.9%
FY2021 - 22	$ 3,358,773	$ 2,600,000	$ 758,773	33.6%
FY2022 - 23*	$ 1,370,733	$ 2,700,000		

* Partial Year

Average	Total
9 Year	$ 2,296,134
6 Year	$ 2,674,077
3 Year	$ 2,748,243

Staff Recommendation	**$**	**3,000,000**	**11.1%**

Mammoth Lakes CALIFORNIA

Franchise Fee Analysis

Fiscal Year	Actuals	Adopted Budget	Actual Variance to Adopted Budget	Actual % increase
FY2013 - 14	$ 787,727	$ 729,963	$ 57,764	
FY2014 - 15	$ 787,331	$ 790,000	$ (2,669)	-0.1%
FY2015 - 16	$ 637,607	$ 804,705	$ (167,098)	-19.0%
FY2016 - 17	$ 1,010,266	$ 811,656	$ 198,610	58.4%
FY2017 - 18	$ 911,173	$ 813,000	$ 98,173	-9.8%
FY2018 - 19	$ 910,190	$ 830,000	$ 80,190	-0.1%
FY2019 - 20	$ 852,565	$ 845,000	$ 7,565	-6.3%
FY2020 - 21	$ 858,936	$ 770,000	$ 88,936	0.7%
FY2021 - 22	$ 918,042	$ 812,000	$ 106,042	6.9%
FY2022 - 23*	$ 335,918	$ 900,000		

* Partial Year

Average	Total
9 Year	$ 852,649
6 Year	$ 910,195
3 Year	$ 876,514

Staff Recommendation	**$**	**900,000**	**0.0%**

Mammoth Lakes CALIFORNIA

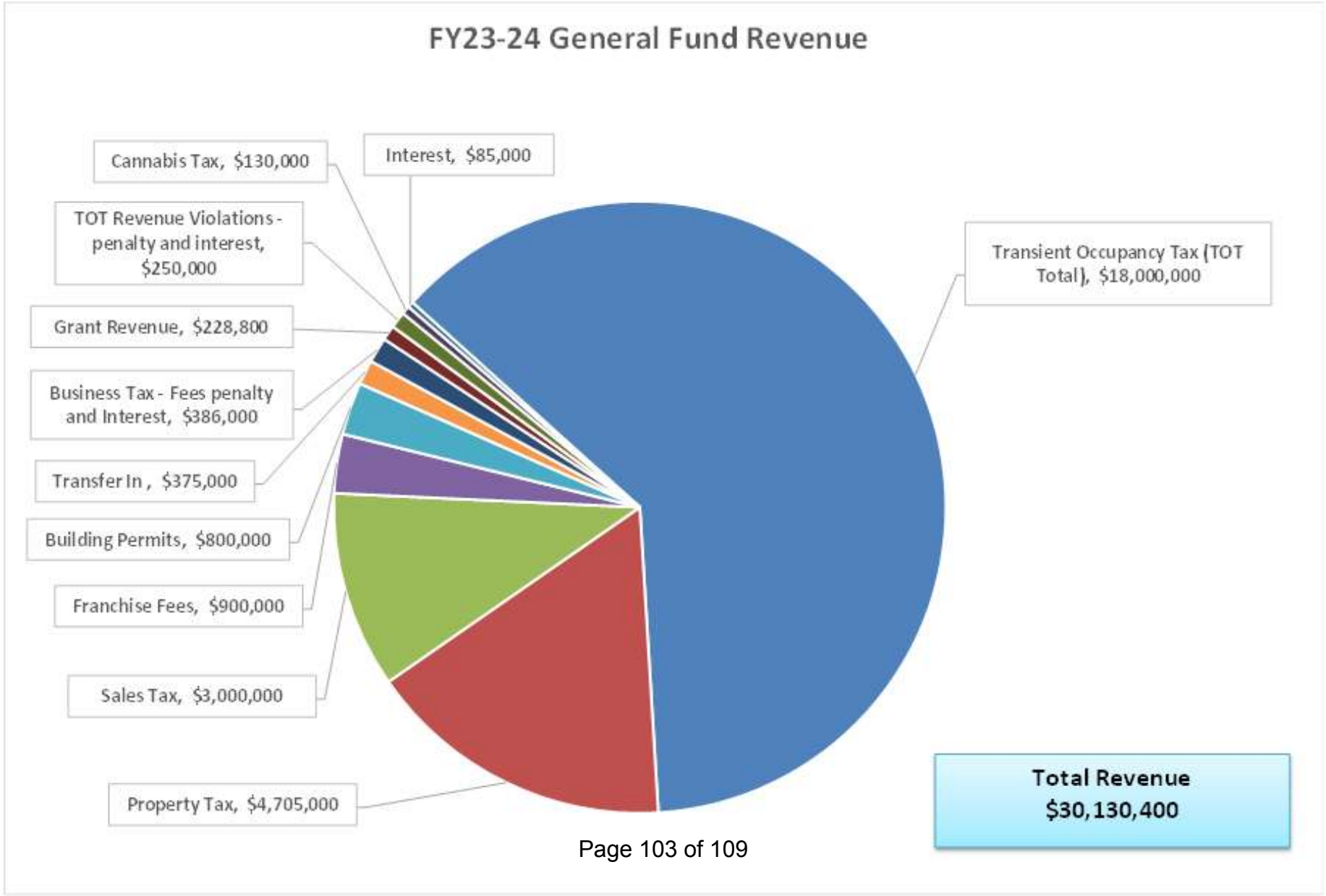
General Fund - Projected Revenue

Major Revenue Components

Item	FY20-21 Actual	FY21-22 Actual	FY22-23 Adopted Budget	FY23-24 Proposed Budget	Variance to FY22-23	%	% of Total Revenue
Transient Occupancy Tax (TOT)	$ 16,599,247	$ 26,643,209	$ 16,000,000	$ 18,000,000	$ 2,000,000	12.5%	59.8%
TOT Revenue Violations	$ 148,977	$ 201,286	$ 100,000	$ 100,000	$ -	0.0%	0.3%
TOT Penalty and Interest	$ 167,766	$ 257,665	$ 150,000	$ 150,000	$ -	0.0%	0.5%
Total TOT Revenue	$ 16,915,990	$ 27,102,161	$ 16,250,000	$ 18,250,000	$ 2,000,000	12.3%	60.6%
Property Tax	$ 4,572,245	$ 4,736,931	$ 4,650,000	$ 4,705,000	$ 55,000	1.2%	15.6%
Sales Tax	$ 2,513,299	$ 3,358,773	$ 2,700,000	$ 3,000,000	$ 300,000	11.1%	10.0%
Franchise Fees	$ 858,936	$ 918,042	$ 900,000	$ 900,000	$ -	0.0%	3.0%
Other Revenue							
Building Permits	$ 934,970	$ 1,219,892	$ 760,000	$ 800,000	$ 40,000	5.3%	2.7%
Business Tax (New, Renewal, and Penalties)	$ 336,897	$ 393,892	$ 336,000	$ 386,000	$ 50,000	14.9%	1.3%
Cannabis Tax	$ 161,553	$ 158,723	$ 130,000	$ 130,000	$ -	0.0%	0.4%
Interest	$ 150,389	$ 129,617	$ 85,000	$ 85,000	$ -	0.0%	0.3%
Grant Revenue	$ 380,379	$ 297,213	$ 228,800	$ 228,800	$ -	0.0%	0.8%
Transfer In	$ 623,000	$ 160,027	$ 375,000	$ 375,000	$ -		1.2%
Misc Revenue	$ 183,164	$ 1,770,424	$ 1,216,090	$ 1,243,600	$ 27,510	2.3%	4.1%
Total Budgeted Revenue (General Fund	$ 27,630,823	$ 40,245,695	$ 27,630,890	$ 30,103,400	$ 2,472,510	8.9%	100.0%

Mammoth Lakes CALIFORNIA

General Fund - Projected Revenue



Mammoth Lakes Town Council
Agenda Action Sheet

Title: Letter of Support for Bioenergy Wood Innovations Grant.

Council Meeting Date: 3/15/2023

Prepared by: Daniel C. Holler, Town Manager

Recommended Motion: Approve letter of support for Bioenergy Wood Innovations Grant.

Summary:
Sierra Nevada Conservancy recently awarded a grant of nearly $4 million to the Whitebark Institute for its Reds Meadow II project, which will help reduce wildfire risk for the Town of Mammoth Lakes and the surrounding landscape by reducing fuels on 1,538 acres. It is part of the larger Eastern Sierra Climate & Communities Resilience Project. To realize this important project that is gaining attention from the State, an end use for the woody material that will be generated is of paramount importance. The USFS is now offering the 2023 Wood Utilization Grant Opportunity and Whitebark has been working with INF, MLFD, ESCOG, TSS consultants, and ORMAT technologies to put together a proposal to fund the final technology selection as well as the pre-development tasks needed to help attract a developer. This includes regulatory permitting, NEPA/CEQA and up to 30 % engineering design. The Proposal is due the week of March 20. Mono County has agreed to be the grant applicant. Letters of support for the project have been requested from the area stakeholders. Staff is recommending the attached letter of support for this grant be approved.

Town of Mammoth Lakes
Town Manager's Office
437 Old Mammoth RD, Suite 230
P.O. Box 1609 Mammoth Lakes, CA 93546
Phone (760) 965-3601, Fax 934-7493
dholler@townofmammothlakes.ca.gov
www.townofmammothlakes.ca.gov

March 15, 2023

USFS Pacific Southwest Region (Region 5)
Wood Utilization Program
1323 Club Drive
Vallejo, CA 95492-110

Attention Helena Murray, Wood, and Biomass Utilization Specialist

RE: Support for Mono County grant application for the **Wood Innovations Funding Opportunity Program**

Dear Ms. Murray,

The Town of Mammoth Lakes is pleased to support Mono County's application for the planning and permitting for a small-scale bioenergy facility to be located in Mono County under the **Wood Innovations Funding Opportunity Program**. We understand this facility will be a community-scale, bioenergy facility using local sustainably-available forest biomass waste, which will use local labor to the extent it is available and support the regional economy.

A local biomass facility would be a critical asset to the County and region because biomass in the Inyo National Forest and surrounding communities has grown exponentially over the last century due to a combination of fire suppression policies, wildfire, drought, insect and pathogen outbreaks, and climate change. The Mammoth Lakes region, and many other forested communities of Mono County, have considerable forestlands that are currently experiencing significant forest health issues which are all in need of proactive vegetation management treatments.

In addition, recent momentum from unprecedented State funding to support the collaboratively driven Eastern Sierra Climate & Communities Resilience Project, the first large-scale forest restoration project in the region, and the parallel investment from the State in the Regional Fire and Forest Capacity Program, will generate enough available feedstock to make a bioenergy facility commercially viable, which further underscores the need for an appropriately scaled end use for this activity generated material.

Because the removal of excess biomass is a critical part of the solution to forest and ecosystem resilience, and a locally sited biomass facility will demonstrate the ability to use forest biomass

technology at a commercial scale that will help to move this sector forward, the Town of Mammoth Lakes supports this application.

The **Wood Innovations Funding Opportunity Program** is an opportunity to continue to serve as an active partner in the Eastern Sierra on our continued journey to achieve regional resilience. Funding, if awarded by the U.S. Department of Agriculture – Forest Service, would enable Mono County to serve in a more active role to help solve this longstanding biomass issue that comes from living in these forested landscapes, provide local jobs, cut back on pollution that would otherwise be the result of open burning that is currently the only strategy we have for biomass disposal in the region and no longer a viable strategy as we embark to meet the State of California and Region 5 USFS dual mission of increasing pace and scale of forest restoration by 2025.

Sincerely,

John Wentworth
Mayor

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Update and Direction on Response to Extreme Weather Declared Emergency.

Council Meeting Date: 3/15/2023

Prepared by: Daniel C. Holler, Town Manager

Recommended Motion: Council may provide direction and/or consensus related to the Town's response and update on Declared Extreme Weather Emergency.

Summary:
On March 7, 2023 the Town Council ratified the Town Manager's Local Emergency Declaration issued in response to extreme weather conditions. Staff will provide an update on weather conditions, forecast and management, and actions taken in response to the extreme weather impacts on the Town and region.

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, Rice, and Bubser as alternate
Airport Land Use Commission – Rea, Rice, and Bubser as the alternate
Mono County Collaborative Planning Team (CPT) – Community and Economic Development Director and Rice as alternate

Intergovernmental Relations:
Town and County Liaison Committee – Sauser, Bubser, 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) – Bubser, Wentworth, and Sauser as alternate
Great Basin Unified Air Pollution Control District – Wentworth and Bubser 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 Paul Chang; Town Manager as alternate
Eastern Sierra Transit Authority (ESTA) Board – Bubser and Sauser

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

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.