Town Council Agenda

Wednesday, August 16, 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: You may attend the Town Council meetings in person or watch them 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, or may be made in person or via Zoom.

NOTE: All comments will be limited to a speaking time of five minutes.

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

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1. CALL TO ORDER AND ROLL CALL

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 2022 Year in Review.

   5.2 August CIP Update.

   5.3 Mammoth Main Base Redevelopment Project Update (Mammoth Mountain Main Lodge Area).

6. PUBLIC PRESENTATIONS

   6.1 Town of Mammoth Lakes PM10 Planning Area Second 10-Year Maintenance Plan.

7. STAFF PRESENTATIONS

   7.1 Quarterly Presentation by Airport Core Management Team – Summer 2023.

8. CONSENT AGENDA

   8.1 Approve the minutes of the special meeting of July 27, 2023.

   8.2 Approve the minutes of the regular meeting of August 2, 2023.

   8.3 Approve the Resolution authorizing the temporary closure of Town roads for special events.

   8.4 Adopt the resolution authorizing the subrecipient agreement with Mammoth Lakes Housing, Inc. to administer the Town of Mammoth Lakes 2022 CDBG Homebuyer Assistance Program.

   8.5 Adopt the resolution rejecting the bid received for the ARFF/Snow Removal Equipment Building Site Work at Mammoth Yosemite Airport.

   8.6 Approve Side Letter No. 01-2023 between the Town of Mammoth Lakes and the Mammoth Lakes Police Supervisory Association amending the current Memorandum of Understanding and authorize the Town Manager to sign.

8.7 Approve Side Letter No. 02-2023 Amending the Memorandum of Understanding between the Town and the Mammoth Lakes Police Officer Association regarding the Canine Program.

8.8 Waive the 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.

8.9 Accept Check Register 7/27/23 in the amount of $85,296.65. Accept Check Register 8/9/23 in the amount of $334,295.48.

9. POLICY MATTERS

9.1 Approve agreement with Peckham & McKenney to assist the Town Council in the recruitment and selection of a new Town Manager.

9.2 Determination that emergency work authorized by Resolutions 23-29 and 23-54 continues to be necessary for public welfare and safety.

9.3 Housing Solutions Workshop Follow-Up.

9.4 Consideration and Direction on Increase of Parking Citation Fees.

9.5 Update and Direction to proceed with Work Program for New Town Office Facility.

9.6 Approval of local agency collaboration agreement for implementation of the California Radio Interoperable System (CRIS) Trunked Radio Service in Mono County.

9.7 TOT Enforcement Update – Quarter 3 & 4 of Fiscal Year 22-23.

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—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One case)

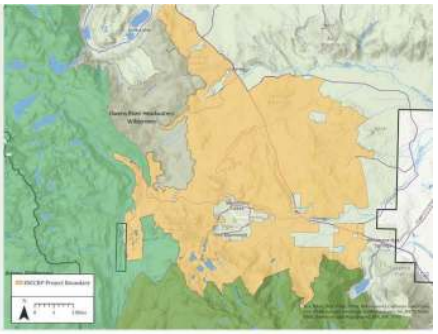
12. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

13. ADJOURNMENT

The Town Council will adjourn to a regular meeting to be held on Wednesday, September 6, 2023 at 4:00 p.m.

Eastern Sierra Climate & Communities Resilience Project:

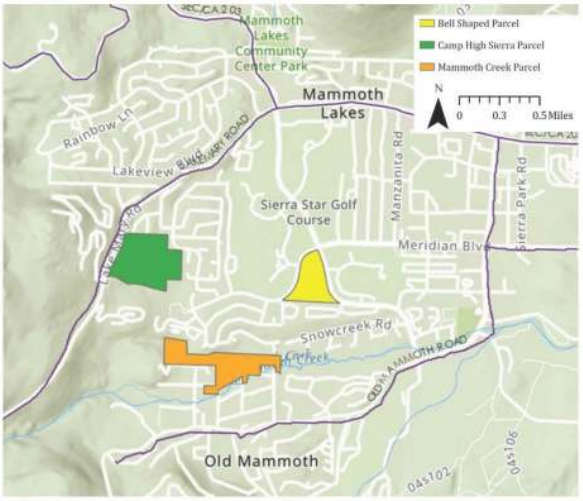
SUMMER 2023 TOWN PARCELS FUELS REDUCTION



ABOUT THE ESCCRP

The Eastern Sierra Climate & Communities Resilience Project (ESCCRP), also known as the "Mammoth Donut Project" is a collaborative landscape-scale forest restoration project aiming to reduce the risk of high severity wildfire and to restore resilience to 58,000 acres in the Inyo National Forest (INF) and undeveloped, non-federal, parcels within the Town of Mammoth Lakes (TOML) municipal boundary.

ABOUT SUMMER 2023 TOWN PARCELS FUELS REDUCTION



The Mono County and Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan which includes the Mono County Community Wildfire Protection Plan identifies hazards and risks associated with wildland fire in proximity to TOML and identifies areas of highest concern.

Through CALFIRE Forest Health Grant Program funding and in partnership with TOML, Mammoth Lakes Fire Department, City of Los Angeles, and Mammoth Mountain Ski Area, Whitebark Institute will be conducting fuels reduction on three parcels within Mammoth Lakes that were identified as high to very high fire risk to wildfire: Bell-shaped Parcel, Camp High Sierra, and Mammoth Creek Parcels.

The treatments for these parcels were developed by a Registered Professional Forester and will be reviewed by CAL FIRE specialists, Regional Water Quality Control Board, and California Department of Wildlife through the CAL FIRE process called the Timber Harvest Plan (THP) to comply with the Forest Practice Act. The THP is a document that outlines what trees a private landowner will remove, how the trees will be removed, and the steps that will be taken to prevent damage to the environment. These treatments aim to reduce immediate fuel loading and restore forest health.

TREATMENTS

Removal of live, dead, and infested trees with mechanical equipment to increase stand vigor and reduce future tree mortality induced by tree competition for water. Left untreated, the mortality in these parcels will likely continue to propagate from pests and pathogens posing a continued fire threat to the community.

BIOMASS

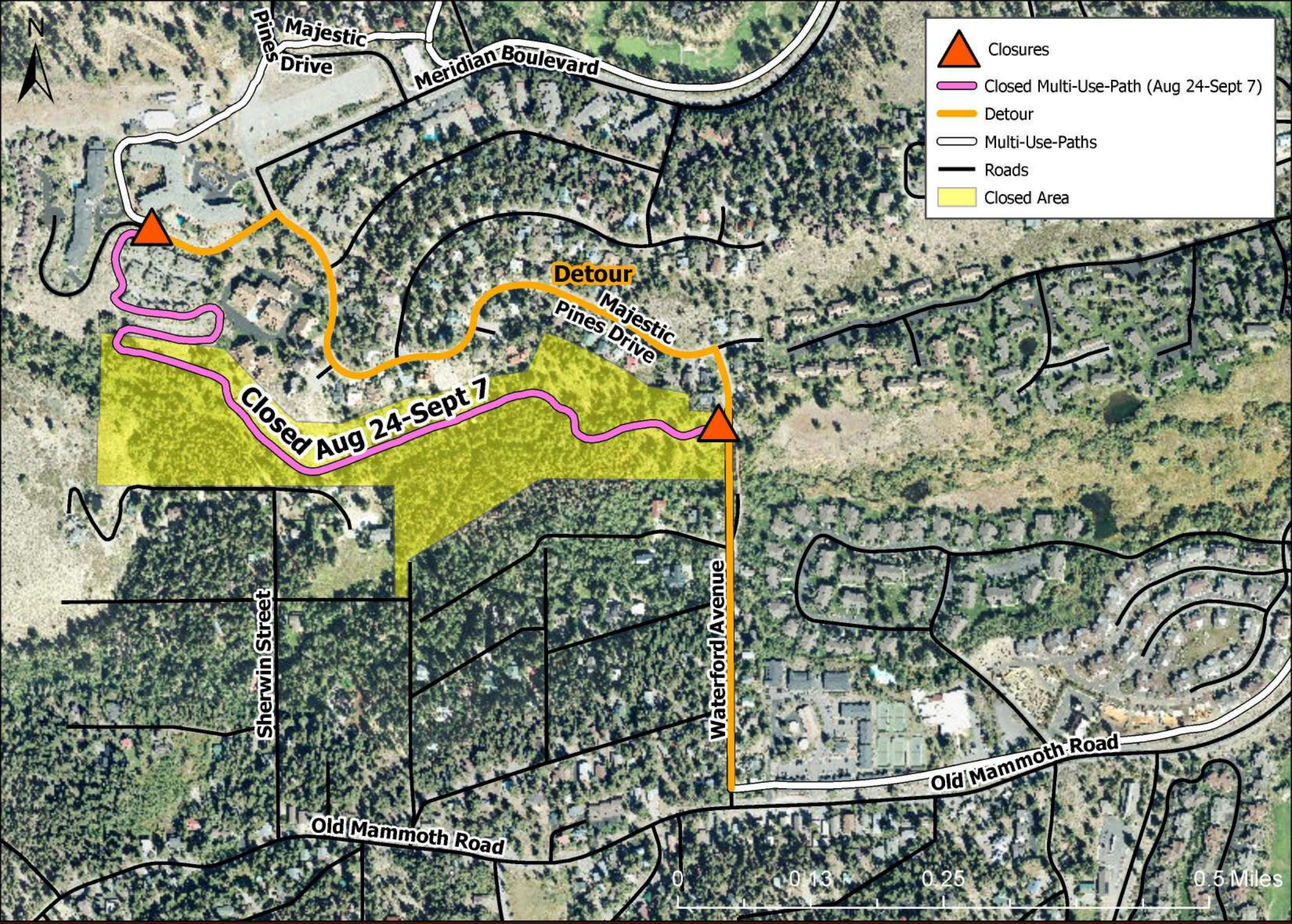
Logs will be removed from site upon project completion. Slash material (limbs and branches) will be chipped and remain on site for soil stabilization.

PROJECT TIMING

Mammoth Creek Parcel: August 24th—September 29, 2023

Funding for this project provided by the California Department of Forestry and Fire Protection's Forest Health Program.

The Forest Health Program is a part of California Climate Investments (CCI), a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities.



Phase 1 Closure Map Aug 24-Sept 7



Phase 2 Closure Map Sept 8-Sept 29

Mammoth Lakes Town Council
Agenda Action Sheet

Title: 2022 Year in Review.

Council Meeting Date: 8/16/2023

Prepared by: Pam Kobylarz, Assistant to the Town Manager
Daniel C. Holler, Town Manager

Recommended Motion: This is an informational item only.

Summary: Each year, the Town prepares a report summarizing its accomplishments from the previous year. Due to the snow emergency that took up significant staff time earlier this year, the preparation of the report for 2022 was delayed. The attached report includes highlights and major accomplishments from 2022 related to housing, recreation, capital infrastructure and municipal service.

Town of Mammoth Lakes

2022 Year in Review



Photo: Dakota Snider

437 Old Mammoth Road, Suite 230 • Mammoth Lakes, CA 93546
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TOWN OF MAMMOTH LAKES • 2022 YEAR IN REVIEW

REPORT CONTENTS

1 **INTRODUCTION**

HOUSING ACCOMPLISHMENTS

2 The Parcel Construction Update

3 Town Receives $74.9 Million in Housing Grant Awards!

4 Pre-Engineered and Approved Accessory Dwelling Units

4 Mammoth Lakes Housing, Inc. Acquires Innsbruck Lodge for Community Housing

5 Housing Now!

RECREATION ACCOMPLISHMENTS

6 Office of Outdoor Recreation

9 Shady Rest DiscGolfPark® Ribbon Cutting Ceremony

9 Clean Air Grant Funds New Zero Emission Zamboni Machine

10 LA Kings Announce Historic New Ice Rink Partnership

CAPITAL INFRASTRUCTURE PROJECTS

10 Public Works Department Projects

11 Community Recreation Center Progress

MUNICIPAL SERVICE ACCOMPLISHMENTS

13 Town Council Approves Two Public-Private Agreements with Mammoth Lakes Foundation

14 Opening of New Solid Waste Transfer Station

14 Mono County and Town of Mammoth Lakes Launch Ready Mono Emergency Preparedness Portal

15 Police Programs

17 **LEADERSHIP**

18 **CONTACT INFORMATION**

INTRODUCTION

DANIEL C. HOLLER, TOWN MANAGER

2022 represented the first full year of recovery from the COVID pandemic. The Town saw increased levels of visitation, solid financial gains, and re-vitalization in local business. The Town refocused on coreprioirities to address housing needs, capital investment in infrastructure, and cooperative initiatives to improve recreational amenities.

Housing continued to be a major priority for the Town Council, with construction on Phase One of The Parcel making significant progress in 2022. The Town partnered with Mammoth Lakes Housing to acquire the Innsbruck Lodge, which will be converted into 16 apartments. The Town also developed pre-engineered and approved Accessory Dwelling Unit (ADU) plans that are available to the public free of charge for use in the Town and Mono County. The Town's Housing Now! initiative was successful in the purchase and resale of six condos at an affordable price under the Town's "Bridge Program." Additional units were also purchased to assist Town employees with interim housing.

The Town had another productive year on the recreation front. The Town's newest department, the Office of Outdoor Recreation (OOR) was created and includes three full-time positions along with seasonal part-time positions (trail crew and hosts). Trail maintenance and new trail development in the Lakes Basin took place. The winter grooming program for cross country skiing was also enhanced. The OOR also worked to increase stewardship and volunteer opportunities throughout the Mammoth Lakes area, with programs and projects implemented in partnership with Mammoth Lakes Recreation.

Work on the Community Recreation Center (CRC) continued, with an expected completion date of fall 2023. The Town entered an historic partnership with the National Hockey League team the LA Kings to brand the Town's new ice rink as "LA Kings Ice at Mammoth Lakes," which is part of the CRC. The CRC will also operate as the "Mammoth Rec Zone."

The Town's Capital Improvement work was in full force once again this year, with numerous Capital projects being completed and ongoing. The Town rehabilitated the ballfields at Whitmore Recreation Area and completed road rehabilitation and maintenance projects throughout town. Work was done on the Town's fuel tanks to ensure clean and safe operations for years to come.

The Town continues to work to enhance municipal services. The Police Department was able to implement several new initiatives, including the purchase of a drone to assist with response to calls and was awarded several grants to support other programs. In partnership with Mono County, the Town launched its READY Mono Emergency Preparedness Portal. The Town also worked closely with Mammoth Disposal to ensure the new solid waste transfer station was operational prior to the closure of the Benton Crossing Landfill at the end of the year.

This report provides additional details on these and other accomplishments. We are proud of all that was accomplished in 2022 and look forward to another productive and successful year in 2023.



HOUSING ACCOMPLISHMENTS



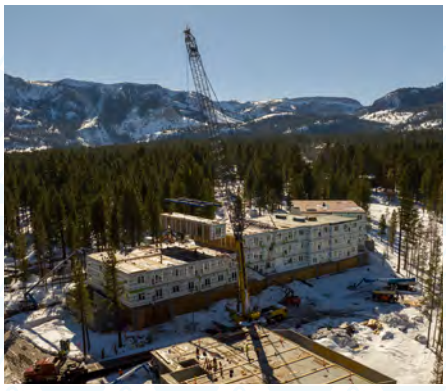
THE PARCEL CONSTRUCTION UPDATE

Construction at **The Parcel** resumed in full force in mid-2022 with construction of building foundations and the second floor post-tensioned concrete podium, underslab building utilities, and installation of public utilities (water, sewer, storm drain) along the new Inyo St. and extension of Tavern Rd.



The project reached a major milestone at the end of 2022, with placement of approximately 100 prefabricated building modules onto the second floor podium of both buildings, topping out the buildings at their final four-story height. The buildings were further weather-proofed to allow ongoing interior construction of utilities and finishes throughout the winter months. Installation of structural steel framing for the single-story childcare center and community space at the south side of Building A is underway. Further site work, including installation of dry utilities, roads and sidewalks, will also continue in 2023.

THE PARCEL



Phase Two of The Parcel, aka "The Sawyer" includes 81 apartment units within two buildings, at several affordability levels and with a variety of unit sizes between studio and three bedroom, as well as a community space, childcare facility, and a public park. Units are expected to be available for occupancy toward the end of 2023.

#theparcelnews

TOWN RECEIVES $74.9 MILLION IN HOUSING GRANT AWARDS!

Pacific West Communities, Inc. was awarded $38,656,617 for Phase One of The Parcel affordable housing project as a part of the California Housing Accelerator grant program. The California Housing Accelerator program is a $1.75 billion investment to provide bridge funding to shovel-ready projects that were otherwise unable to begin construction because of a shortage of funding. In addition to the Housing Accelerator award, The Parcel project has been awarded an additional $25.2 million from various grant programs to facilitate the construction of the infrastructure and Phase One of the project.

Separate from The Parcel, $10.9 million was awarded for two partnership projects with Mammoth Lakes Housing, Inc. (MLH). These include the Innsbruck Lodge project and the Access Apartments project, an adaptive reuse project that aims to provide 11 affordable apartments.

THE PARCEL

- **$38.6 million** – Housing Accelerator
- **$20.6 million** – Infill Infrastructure Grant
- **$22.3 million** – Behavioral Health Grant
- **$1.8 million** – SB1 Road Grant
- **$225,000** – Planning Grants
- **$290,000** – CARES Grant

ACCESS APARTMENTS

- **$3 million** – CDBG (TOML)
- **$3.4 million** – HOME (MLH)

HOMEKEY PROJECT

- $4.7 million

MAMMOTH LAKES HOUSING, INC.





PRE-ENGINEERED AND APPROVED ACCESSORY DWELLING UNITS

The Town, working with Mono County, has pre-engineered and approved Accessory Dwelling Unit (ADUs) plans for the public to utilize free of charge. The intent of the approved ADU designs is to make housing more affordable by greatly reducing the cost of design work for building plans. The designs are pre-engineered to conform to both structural and non-structural building code requirements, in addition to Energy Code compliance documents. There are a total of five designs that range from 440 square feet to 1,000 square feet and are comprised of two two-bedroom units, two one-bedroom units, and one studio unit. The plans are now available to the public for free and are located on the Town's Building Division's website.



High Desert #5

Rural Mountain #1



High Desert #3



Rural Mountain #4



MAMMOTH LAKES HOUSING, INC. ACQUIRES INNSBRUCK LODGE FOR COMMUNITY HOUSING

On August 4, 2022, Mammoth Lakes Housing, Inc. (MLH) closed escrow on the Innsbruck Lodge with the intent to convert the boutique hotel into 16 affordable apartments that will target those who are homeless or at-risk of becoming homeless. Tenant occupancy will occur before the end of 2023. This acquisition is the result of a joint grant awarded to the Town of Mammoth Lakes and MLH for $4.56 million through the Project Homekey program. The Mono County Board of Supervisors also made a financial commitment of $550,000 and the Town has committed $1.4 million to the project.



HOUSING NOW!

The Town's Housing Now! initiative is focused on programs expanding the availability of affordable workforce housing in the community. The program includes purchasing existing housing units and selling them to local qualified residents at affordable prices, expanding options for affordable rental units, continued support for The Parcel development, and securing property for near term new affordable housing projects. The program began in 2021 and continues to grow and provide creative housing solutions to our community.

BRIDGE PROGRAM

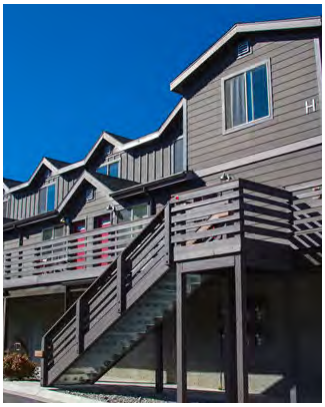
The Town, together with Mammoth Lakes Housing, Inc. (MLH), launched the Bridge Program in late-2021 with the goal of increasing the number of affordable deed-restricted ownership units in the community through the acquisition of market rate units that are then resold to individuals at a subsidized rate with a deed restriction in place to ensure they remain in the affordable housing stock for the Town. Since the program was launched, six units have been acquired, of which five have been resold to eligible households. Proceeds from the sale of these units are placed back into the program to facilitate the acquisition, and future subsidized sale, of additional units. The goal of the program is to add 12 additional deed-restricted units to the inventory of deed-restricted units within the Town.

SMALL-SITE DEVELOPMENT

The Town acquired the vacant 0.2-acre site at 60 Joaquin Rd. in the Sierra Valley Sites in summer of 2021 with the goal of developing four for-sale units that will be available to households earning up to 150% of the area median income (AMI). Since acquisition of the site, the Town has gone through a procurement process to bring on a design-build entity and is working with that entity on the design and project entitlements. The project will be reviewed by the Town's Planning and Economic Development Commission in 2023 and construction is tentatively scheduled to begin in 2023 with a target occupancy date in 2024.

Utilizing this concept, the Town continues to look for additional infill sites that would allow for additional units to be built, pending the availability of funding.







RECREATION ACCOMPLISHMENTS



OFFICE OF OUTDOOR RECREATION

The Office of Outdoor Recreation (OOR) was created in 2022, to help assist the Town in accomplishing a number of its goals related to outdoor recreation and interfacing with public lands. The newly formed OOR is tasked with providing accessible, sustainable, and high-quality recreational opportunities for community members and visitors with a specific focus on the interface of Town and adjacent public lands. The OOR leverages voter approved Measure R and U funding to maintain and enhance trails and other recreational infrastructure while implementing the necessary stewardship mechanisms to ensure enjoyment by future generations. The OOR has a permanent staff of three along with seasonal trail maintenance and trail host staff. The OOR is responsible for project management, stewardship programs, long range planning, trail maintenance and construction, winter grooming, and coordination and support with our Inyo National Forest Partners.



WINTER GROOMING

Office of Outdoor Recreation staff provide winter grooming services in both the Shady Rest area and at the base of the Sherwins. In total, OOR staff groom 3.4 miles of trail in the Shady Rest area and another 1.8 miles in the Sherwins. A proposal was submitted to the Inyo National Forest to expand the grooming program to further increase the opportunities for residents and visitors. This request will go through the Over Snow Vehicle (OSV) Subpart C process which will determine the future of how motorized recreation will be managed on Inyo National Forest lands. The Town will serve as a cooperating agency in this Subpart C effort and continue to engage in this important process.

SHERWINS TRAILS PLANNING AND TRAILHEAD IMPLEMENTATION SIERRA NEVADA CONSERVANCY GRANT

In partnership with Mammoth Lakes Recreation (MLR), a Sierra Nevada Conservancy grant totaling $1,464,010 was received to develop a formal Sherwins Trailhead and to perform environmental analysis on approximately 20 miles of multi-use single track trails at the base of the Sherwins. OOR staff continue to work with Inyo National Forest specialists to move the environmental analysis forward and have hired archaeological consultants to perform heritage survey work in the field.







LAKES BASIN TRAIL DEVELOPMENT AND CONSTRUCTION

During summer 2022, the ORR completed design and development of three new multi-use single track trails in the Mammoth Lakes Basin with a fourth in the final stages of construction. Completed trails encompass 1.6 miles with another 0.9 miles nearing completion. These trails feature a sustainable design which will limit maintenance and environmental impact and provide further opportunities for residents and visitors to enjoy Mammoth's beautiful backyard. A ribbon cutting for the three completed trails was performed in October 2022.

HOST PROGRAM AND STEWARDSHIP

The Town and the Office of Outdoor Recreation continue to place a priority on ensuring the sustainability and longevity of our natural environment for future generations through a variety of stewardship programs. The summer Trail Host program continues to provide information, collect data, and help residents and visitors have fun safely. Summer 2022 reporting included 14,900 interactions with the public, over 2,000 pounds of trash collected, and over 600 pounds of dog waste removed from trails and recreation facilities. Trails Days began on June 4, 2022, in celebration of 'National Trails Days' and weekly volunteer opportunities were available through September, which allowed the public to volunteer for Trail Crew, Trail Host, and the new Water Host positions. Trail Days data included 311 Trail Crew and Lakes Basin Cleanup volunteer hours, 30 Trail Host volunteer hours, 15 Water Host volunteer hours, 1.5 miles of new trail construction in the Lakes Basin, Trail maintenance on Mountain View Trail, and 375 pounds of trash removed. Other Town cleanup programs include town cleanup day in May and weekly "Trashy Thursday" events from June – August. Trashy Thursdays reported 177.5 volunteer hours, 1,576 pounds of trash and 15.5 pounds of dog waste removed. The Eastern Sierra Adopt a Trail program grew over the 2022 summer hosting a total of 23 volunteer adopters and 19 sponsors. This program is a partnership between Mammoth Lakes Recreation, Mono County and the USFS.







SHADY REST DISCGOLFPARK® RIBBON CUTTING CEREMONY

We finally got to celebrate the opening of the Shady Rest DiscGolfPark on May 24, 2022. Thank you to the Town Council, Parks and Recreation Commission, Mammoth Lakes Recreation (Measure R funded special project), the Mammoth Ranger District of the Inyo National Forest, and the Mammoth Lakes Disc Golf Club for championing the project and working side-by-side with Town staff to install this professionally designed, PDGA sanctioned 18-hole disc golf course at Shady Rest Park.



CLEAN AIR GRANT FUNDS NEW ZERO EMISSION ZAMBONI MACHINE FOR COMMUNITY RECREATION CENTER

Funded from the Clean Air Projects Program, in February 2022 the Town took possession of a new lithium-ion Zamboni 552AC ice resurfacing machine for operation at the new Community Recreation Center. The Zamboni 552AC machine will deliver clean ice and clean air – critical for operating indoors at LA Kings Ice at Mammoth Lakes. The new emission-free ice-resurfacer replaces the existing propane-driven 27-year-old Olympia, well past its useful life. The Town also purchased a new electric Zamboni EZIII Edger, replacing the outdated, gas-driven 1999 unit. The new Zamboni machine was used at the existing Mammoth Ice Rink for the remainder of the 2023-23 winter season.



LA KINGS ANNOUNCE HISTORIC NEW ICE RINK PARTNERSHIP

The Town of Mammoth Lakes, Mammoth Lakes Tourism (MLT), and Mammoth Lakes Recreation (MLR) have launched an historic new, community-driven partnership with National Hockey League (NHL) franchise, the LA Kings. As part of the expansive, multiyear partnership, brokered by AEG Global Partnerships, the partners have teamed up to launch LA Kings Ice at Mammoth Lakes – the Town's first indoor Olympic-sized ice rink. The forthcoming LA Kings Ice at Mammoth Lakes will operate within a newly constructed, multi-use Community Recreation Center (CRC) that is set to open to the public in 2023.

For more than 20 years, Mammoth Lakes has been actively searching for a permanent home for an indoor ice rink and multi-use facility – one that would enhance the quality of life for residents and visitors with year-round access to high-quality and innovative indoor recreational program offerings and activities. This transformational partnership will bring the Town's long-awaited vision to life and is a demonstration of the partners' mutual support and commitment to the health and well-being of the community as well as the growth of hockey and ice sports in the region.



Broad community input from local residents and industry experts alike helped inform and build the programming playbook for LA Kings Ice at Mammoth Lakes. Based on this feedback, daily drop-in or frequently programmed on-ice activities at the facility will include public skating, youth and adult hockey, figure skating, and learn to skate lessons as well as the expanding curling program. The rink will also serve as the home of Mammoth Lakes Youth Hockey and the Mammoth Stars. Mammoth Lakes Youth Hockey is an all-volunteer and USA Hockey-sanctioned program providing in-house and travel hockey for the youth of the greater Eastern Sierra region.

"We could not be prouder to be working in partnership with Mammoth Lakes Tourism, Mammoth Lakes Recreation and the Town of Mammoth Lakes to bring LA Kings Ice to Mammoth Lakes."

"We know this project will have a lasting and positive effect on the Mammoth Lakes community and we are delighted to help elevate the quality and experience of ice sports for its residents and visitors, many of whom are also avid hockey fans and players."

Luc Robitaille
LA Kings President
& Hall of Famer



CAPITAL INFRASTRUCTURE ACCOMPLISHMENTS

PUBLIC WORKS DEPARTMENT PROJECTS

It has been another busy year on the Capital Improvement front. Our teams have been busy overseeing numerous short-term and ongoing projects. Some highlights include:

WHITMORE BALLFIELD REHABILITATION

The contractor began work on the Ballfields Rehabilitation project on August 18. New sod was installed to change the infield size to meet Little League and High School softball regulation field dimensions. The contractor placed 300 yards of decomposed granite to raise the infield and provide a buffer between the existing, degraded infield mix and the new infield mix. The installation of the new home run fence was completed in the spring of 2023.





ROAD AND MUP REHAB (CONTINUED FROM 2021)

The contractor returned to town on July 5 to finish the remainder of their contract work, including the installation of detectable warning pavers and bollards on multi-use paths, and the reconstruction and repaving of Mountain Blvd. and sections of Majestic Pines Dr. and Monterey Pine Rd. This work was performed in conjunction with AmeriGas's installation of new lateral lines along Majestic Pines Dr. and Monterey Pine Rd. The work was completed on September 2.







BLUFFS SLURRY SEAL PROJECT

The contractor completed the slurry seal resurfacing of the Bluffs roads on August 2. The slurry seal, which is an asphalt emulsion with fine aggregate, put a new finish on Fir St., Le Verne St., Benz Way, and Pine St. to help prolong the life of these roads by many years. After the slurry seal was placed, the contractor returned to paint, stripe, and clean the project area.



FUEL ISLAND AT PUBLIC WORKS YARD

In mid-October, the contractor was on site to inspect and clean the Town's underground tanks. This process included pumping out any contaminants built up in the tanks, interior sandblasting, and documenting tank conditions with photographs and ultrasounds. The tanks were found to be in good condition so a tank liner was installed. Separately, consultants are working on a design and bid package for a new slab with waterproof manholes. The existing slab will be removed and replaced. This work will be done in the summer of 2023. This remediation work will provide a minimum of 10 years of additional useful life from the existing fuel island.

COMMUNITY RECREATION CENTER PROGRESS

The sprung structure arrived at the end of April and install began in May, along with underground utilities. The structure is up, insulation installed, and mostly closed up. Interior framing, gas, water, electrical, and HVAC were being installed inside the building. Exterior paving was installed around the north and south sides, along with the parking lot and bus shelter. Opening is expected to occur in 2023.

#crcupdates







MUNICIPAL SERVICE ACCOMPLISHMENTS



Photo: Angela Plaisted



TOWN COUNCIL APPROVES TWO PUBLIC-PRIVATE AGREEMENTS WITH MAMMOTH LAKES FOUNDATION

Creative planning work between the Town and Mammoth Lakes Foundation (MLF) resulted in joint efforts to expand community services and programs. The Town agreed to lease the Edison Hall in working with MLF to achieve the reopening of the Edison Theatre. MLF plans to remodel Edison Hall were initiated with a design that will support the future construction of a new 250 seat performing arts auditorium connected to a remodeled Edison Hall. The Town is providing operating support for the existing Edison Theatre and support for the proposed facility. Joint land use planning efforts to meet additional community needs resulted in plans for a 6,000+/- square foot childcare center designed on the MLF property. The center will be constructed by the Town. Space was also set aside for an outdoor amphitheater, a temporary dog park and expanded parking. The projects are being phased with work planned to start summer 2023. Longer-term plans include a small housing development in place of the dog park. These projects demonstrate what we can accomplish for the community when we leverage resources, engage partners to meet common goals, address expressed community needs and expand services and programs.

OPENING OF NEW SOLID WASTE TRANSFER STATION

Benton Crossing Landfill, operated by Mono County, closed permanently on December 31, 2022. In preparation for this closure, the Town worked closely with Mammoth Disposal to ensure that the new solid waste transfer station would be open and operational prior to the closure. The transfer station is able to accept many items previously taken to Benton Crossing. It also includes a new Material Recovery Facility (MRF) and buy back center with installation of a new sort line to make recycling operations more effective and efficient. The new buy back center will be operational in 2023. All solid waste is hauled to Russel Pass Landfill in Fallon, NV.



MONO COUNTY AND TOWN OF MAMMOTH LAKES LAUNCH READY MONO EMERGENCY PREPAREDNESS PORTAL

READY Mono (READY.Mono.ca.gov) is designed to provide residents and visitors with emergency readiness, response, and recovery resources, and share real-time information and critical updates before, during, and after an emergency or natural disaster.

READY Mono
READY.MONO.CA.GOV

Residents and visitors are encouraged to visit the READY Mono portal to:

- **Sign Up for Emergency Alerts:** Mono County utilizes a cloud-based, public alerting and residential safety tool that allows government agencies to send geo-targeted urgent alerts to subscribers.
- **Enable Your Smartphone for IPAWS:** The Integrated Public Alert & Warning System (IPAWS) is the Federal Emergency Management Agency's integrated wireless emergency alert and warning system.
- **Find Your Zone:** Zonehaven is an interactive app-based software system that provides real-time updates on local emergencies to communicate with targeted communities as it relates to evacuation orders.

Photo: Angela Plaisted





POLICE PROGRAMS

MAMMOTH LAKES POLICE DEPARTMENT AWARDED OFF-HIGHWAY VEHICLE GRANT

The Mammoth Lakes Police Department (MLPD) was awarded a $51,177 grant from the State of California Off-Highway Motor Vehicle (OHMVR) Division for the 2022 grant cycle. The MLPD applied for this funding to continue the agency's Off Highway Vehicle (OHV) program, which was launched in 2021 with its first OHMVR Division grant award. The goal of the OHV program is to provide safety and education for both residents and visitors and to reduce intrusions into the wilderness and other protected areas. OHV law enforcement protects public safety by patrolling trails that are shared with other outdoor recreation enthusiasts. Officers enforce speeding, driving while impaired, green sticker registration, encroachment/trespass issues in addition to offering accident support and more. These patrols are conducted by either the MLPD's Polaris RZR or by snowmobile. The areas surrounding Mammoth Lakes continue to see a significant increase in dispersed camping. Dispersed campers often have illegal fires that pose a great risk of causing a wildfire. MLPD continues to support our allied agency's OHV programs, which are critical to the safety and education of the public and off-road enthusiasts.







MLPD PURCHASES DRONE

The MLPD purchased a professional DJI Matrice 30T Drone to further enhance MLPD's mission of the protection of lives and property. Unmanned Aircraft Systems (UAS), more commonly referred to as drones, have proven to be a valuable resource for law enforcement, first responders, and during emergency operations. The MLPD currently has two licensed UAS operators and the drone has already been deployed in a few operations including missions to locate dispersed campers with reported illegal fires or located in "no camping zones", to assist another local law enforcement agency with a high-risk warrant, and to take aerial photos after traffic collisions to assist with accident scene reconstruction.

MLPD CONTINUES COOPERATIVE LAW ENFORCEMENT AGREEMENT WITH THE USDA FOREST SERVICE – INYO NATIONAL FOREST

The MLPD signed a three year Cooperative Law Enforcement Agreement with the USDA Forest Service – Inyo National Forest contracting for patrol services within the Forest Service's jurisdiction. These vehicle patrols are conducted during the summer months in Shady Rest, the Mammoth Lakes Basin, and Minaret Vista, with the Town getting reimbursed for these services. The agreement also allows for equipment purchases, up to 10% of the $9,000 allocated. The USDA Forest Service also awarded MLPD an additional $7,000 for patrols occurring in 2022, bringing the total to $16,000. The agreement allows MLPD Police Officers to drive through, respond to calls, issue tickets, or move along bears in these areas when they are technically outside of the Town Limits.

ACTIVE SHOOTER AND TACTICAL CASUALTY CARE TRAINING

The MLPD conducted a multi-agency Active Shooter/Tactical Casualty Care training exercise in August 2022, at Mammoth Elementary School. This exercise focused on emergency response to an active shooter incident on campus and how to best collaborate and respond to this scenario with local and state emergency responders. A simulation of the law enforcement response to an active shooter helps to assure a coordinated, timely and effective response.



MLPD AWARDED TOBACCO GRANT

MLPD was also selected to receive $344,273 in State funding from the California Department of Justice Tobacco Grant Program, with a start date of January 25, 2022. This competitive grant is authorized under the California, Research and Prevention Tobacco Act of 2016 (Proposition 56) and provides program funding to the MLPD for the next three years. The program supports local law enforcement agencies in educating minors about the harms of tobacco products, enforcing state and local tobacco laws, and conducting retailer enforcement.



LEADERSHIP

TOWN COUNCIL

Bill Sauser | Mayor
(term ended November 2022)

Lynda Salcido | Mayor Pro Term
(term started November 2022)

Chris Bubser | Councilmember
Sarah Rea | Councilmember
Amanda Rice | Councilmember
(term started November 2022)

Kirk Stapp | Councilmember
(term ended November 2022)

John Wentworth | Councilmember

PLANNING & ECONOMIC DEVELOPMENT COMMISSION

Michael Vanderhurst | Chair
Jennifer Burrows | Vice Chair
Paul Chang
Greg Eckert
Jessica Kennedy

PARKS & RECREATION COMMISSION

Elizabeth "Betsy" Truax | Chair *
Laurel Martin | Vice Chair *
Silver Chesak ∆
Christi Constable *
Greg Newbry ∆
Dan O'Connell ∆
Scott Reif ∆
Sean Turner *
Ben Wisner ∆

* Term ended July 2022

∆ Term started August 2022

TOWN ADMINISTRATION

Daniel C. Holler | Town Manager
Andrew Morris | Town Attorney
Stuart Brown | Parks and Recreation Director & Public Information Officer
Al Davis | Chief of Police
Jamie Gray | Town Clerk
Haislip Hayes | Public Works Director
Pam Kobylarz | Assistant to the Town Manager
Sandra Moberly | Community & Economic Development Director
Rob Patterson | Administrative Services & Finance Director
Lawson Reif | Outdoor Recreation Manager

Photo: Joel Rathje





Photo: Angela Plaisted

CONTACT INFORMATION

Mammoth Lakes
CALIFORNIA

Address: 437 Old Mammoth Road, Suite 230 | P.O. Box 1609
Mammoth Lakes, CA 93546

Main Phone: 760-965-3600

Mammoth Lakes Police Department: 760-965-3700

Public Information Line: 760-965-3612 (updated during emergencies)

Notify Me: www.townofmammothlakes.ca.gov/list.aspx

Website: www.townofmammothlakes.ca.gov

Mono County COVID-19 Portal: coronavirus.monocounty.ca.gov

Email: Initial of first name and last name @townofmammothlakes.ca.gov
For example, John Doe: jdoe@townofmammothlakes.ca.gov

Photo: Joel Rathje



Mammoth Lakes Town Council
Agenda Action Sheet

Title: August CIP Update.

Council Meeting Date: 8/16/2023

Prepared by: Public Works

Recommended Motion: None

Summary:
The August CIP update includes updated on the Town's most active construction projects. In general projects are moving along well considering the late start. A couple projects are out to bid with plans to award in September.

Capital Project Update

August Update
Created 8-9-23

Project	Notes
2023 Emergency Infrastructure Repair	Contractor has removed and replaced damaged sidewalk panels on Old Mammoth Rd, Meridian Blvd, and Main Street, as well as the storm drain inlet at the corner of Old Mammoth Road and Main Street. Due to Town-wide difficulties in procuring small amounts of concrete, Contractor is mixing concrete on-site. Additionally, sidewalk panels have undergone significant expansion and damage in the last month, resulting in the contractor repairing 11 sidewalk panels compared to the 5 panels identified as damaged and included in the original contract scope established in June.
CRC	The contractor has made little progress. Staff is evaluating delivery alternatives. Town Staff cleaned out the playground fiber soiled by the contractor.
CRC - Mobility Hub	Parking lot and bus stop/shelter is substantially complete. TOML has taken delivery of parking lot solar lighting.
CRC - Interior Work	Waiting for CRC completion so interior work can begin. Staff is recommending that this work be bid this summer for Fall construction.
The Parcel PH 1	Contractors are testing the plumbing system, working on the Childcare Center MEP. Framers are finishing the high roof. Repair to Tyvek with plan to install siding in 1 month. Start dry utilities & SCE vaults in a week.
Dog Park	The project is out to bid. Staff is looking to award and begin construction late summer.
Ballfields Rehabilitation Whitmore/Shady	This project is substantially complete and field 2 is ready for softball and little league play! There may be some minor additional work on fields 2 and 3 later in the summer, including the purchase of additional infield mix to be used as a stockpile for the future.
60 Joaquin	The contractor broke ground has finished grading and subgrade compaction. They are working on utility tie ins and preparing pads for slab pours. Modules have been ordered and may be available October, weather dependent.
OMR Beautification	Town staff continues active negotiations with multiple local contractors to perform phase 1 of this project.
Main Street Landscaping	Town staff continues active negotiations with multiple local contractors to perform phase 1 of this project.
HSIP Intersection crossings	All material has been ordered and is expected to arrive in the last week of August. Work is scheduled to begin on September 11th.
Chaparral Extension (The Parcel)	The contractor was issued a notice to proceed effective 6/5. Tree removal was completed last year. Surveying and clearing have been completed. Staff anticipates underground utilities to begin mid-August.
Laurel Mountain Rd Rehab & Sidewalk	The contractor was issued a notice to proceed effective 6/5. The Town is entering into an agreement to complete the sidewalk along Sierra Nevada Resort (SNR). SNR will pay for these improvements. Sanitary sewer and storm drain are complete. August work includes streetlight and fiber optic trenching beginning at Sierra Nevada road.
Fuel Island	The project is out to bid
New Civic Center	Staff and HMC architects continue to revise schematic floorplans and alternatives. The Town applied for a $12.6M grant to provide an Emergency Operations Center and expects to hear the

	results this summer. Staff is working on options for financing and will present these to Town Council.
Foundation Childcare	Staff received updated drawings and are reviewing. The opening of the project is delayed since portables will not be available until 2024.

TOWN COUNCIL STAFF REPORT

Title: **Mammoth Main Base Redevelopment Project Update (Mammoth Mountain Main Lodge Area)**

Meeting Date: August 16, 2023

Prepared by: Jen Murillo, Contract Planner
Kim Cooke, Senior Planner

RECOMMENDATION:

No recommendation or action is needed on this item.

SUMMARY: [NO SIGNIFICANT CHANGES SINCE 7/19/2023 UPDATE]

The Mammoth Main Base Redevelopment Project is a major private development application being processed by the Town. Below is a high-level update on this application:

- ***Environmental Review (CEQA/NEPA)*** – The Town is the lead agency for CEQA and the US Forest Service is the federal lead agency for NEPA. The CEQA/NEPA scoping period closed in December 2022. Scopes of work for technical studies (e.g., biological, cultural, traffic, etc.) are being refined based on scoping comments and coordination with relevant agencies (e.g., Caltrans). Completion of environmental fieldwork is intended by October 2023 as certain fieldwork, such as for cultural resources, require the ground to be clear of snow. After technical studies are completed, the Draft Environmental Impact Report/Environment Impact Statement (EIR/EIS) will be prepared.
- ***Outreach –*** The Town and applicant team are working on an outreach strategy to ensure the community and stakeholders are informed, involved, and have opportunities to provide feedback throughout the process. Additionally, CEQA and NEPA provide for public comment opportunities throughout the environmental process.
- ***Target Schedule***

Fall 2023	Additional outreach meetings/events begin
Mid-2024	Draft EIR/EIS available for review
Mid-2025	Town Council decision on project

Relevant project links:

- Town's project webpage - www.townofmammothlakes.ca.gov/1155/Mammoth-Main-Base-Redevelopment
- USFS project webpage - www.fs.usda.gov/project/?project=62406
- Applicant's project webpage - www.evolvingmain.com/

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Town of Mammoth Lakes PM10 Planning Area Second 10-Year Maintenance Plan

Council Meeting Date: 8/16/2023

Prepared by: Ann Logan, Deputy Air Pollution Control Officer, GBUAPCD
Nolan Bobroff, Senior Planner / Housing Coordinator

Recommended Motion: Receive a presentation from Great Basin Unified Air Pollution Control District staff on the Town of Mammoth Lakes PM10 Planning Area Second 10-year Maintenance Plan.

Summary: The Great Basin Unified Air Pollution Control District (District) has prepared the Town of Mammoth Lakes PM10 Planning Area Second 10-year Maintenance Plan (Plan), which contains requirements to ensure the PM10 Federal Standard will continue to be maintained. The Plan is currently available for public review at https://gbuapcd.org/District/PublicNotice/. The District will conduct a public hearing and will consider approval and adoption of the Plan and the associated documents at the District's Governing Board's regular meeting on Thursday September 7, 2023 at 10am at the Mono County Board of Supervisors Chamber at the Mono County Courthouse in Bridgeport, CA. Any comments received prior to the Board meeting will be supplied to the Board at the meeting.

History and Overview of Plan

The Town of Mammoth Lakes PM10 Planning Area was designated as a moderate nonattainment area for the Federal Standard for PM10 (particulate matter less than 10 microns) by the US EPA in 1990. The PM10 issue in the Town is primarily caused by smoke from wood stoves and fireplaces and from traffic-related dust entrained from cinders used on roadways for traction control during winter. In addition, wildfires have, with increasing frequency over the past two decades, resulted in high levels of particulate matter from smoke during the summer and fall.

In 1990, the District and the Town jointly adopted the 1990 Air Quality Management Plan which included regulations that regulated the installation and replacement of wood-burning devices, established thresholds for burning curtailment, and requires the implementation of road dust reduction measures. These regulations resulted in PM10 emission reductions such that in 2014 the area was designated to attainment. Concurrent with redesignation, the US EPA approved the first Town of Mammoth Lakes PM10 Maintenance Plan in 2014.

The Town of Mammoth Lakes PM10 Planning Area Second 10-Year Maintenance Plan (Plan) fulfills the requirements to demonstrate continued maintenance of the PM10 Federal Standard for the second 10-year period (2025-2035). The Plan includes an updated emission inventory, verification of continued attainment with the PM10 Federal Standard, a commitment to continue monitoring, a description of the existing rules that provide the control strategy, and contingency measures to ensure air quality is maintained. No new regulations are proposed with the District's approval of the Plan.

As part of the approval process through California Air Resources Board and the US EPA, the District is also submitting an Exceptional Events Demonstration documenting the PM10 exceedances in 2020 that were caused by wildfire smoke. Exceedances recognized as exceptional events by the US EPA do not count in determining compliance with air quality standards.

Attachments:

1. Public Notice
2. Town of Mammoth Lakes PM10 Planning Area Second 10-year Maintenance Plan Executive Summary (Full Plan: https://gbuapcd.org/Docs/District/PublicNotice/2023/20230802_2023TML2nd10YrMaintenancePlan.pdf)

Phillip L. Kiddoo
Air Pollution Control Officer

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 www.gbuapcd.org

NOTICE OF PUBLIC HEARING and PUBLIC COMMENT PERIOD

Adoption And Approval of the Town of Mammoth Lakes PM10 Planning Area Second 10-Year Maintenance Plan and the Exceptional Event Demonstration for Wildfire Smoke Impacts to Mammoth Lakes PM10 Monitors in September and October 2020

The Governing Board of the Great Basin Unified Air Pollution Control District (District) will conduct a public hearing and will consider for approval and adoption the Town of Mammoth Lakes PM10 Planning Area Second 10-Year Maintenance Plan (Plan) and the Exceptional Event Demonstration for Wildfire Smoke Impacts to Mammoth Lakes PM10 Monitors in September and October 2020 (Exceptional Event Demonstration). The public hearing and the Governing Board's consideration for approval and adoption will occur at the District Governing Board's regular meeting on **Thursday September 7, 2023, at 10:00 a.m.** The meeting will occur at the Mono County Board of Supervisors Chamber (2nd Floor) at the Mono County Courthouse located at 278 Main Street (U.S. Highway 395) in Bridgeport, California.

The Mammoth Plan includes a second maintenance plan that contains requirements to ensure the National Ambient Air Quality Standard for PM10 (federal standard) will not be violated in the future. Other actions related to the adoption of the Mammoth Plan may also be taken at the meeting. Copies of the Plan and Exceptional Event Demonstration documents are available for public review and comment at the District's website at www.gbuapcd.org, under "What's New". The documents are also available in hard copy format for review at the District's Bishop office. Written comments should be sent via email to ann@gbuapcd.org. Written comments received by August 14, 2023, will be included in the staff report in the Board packet. Comments received after this date will be provided to the Board at the meeting. Written and verbal comments will also be taken at the Board meeting. For further information, contact Ann Logan, Deputy Air Pollution Control Officer, at (760) 872-8211 or ann@gbuapcd.org.

Distribution Date: 2023-08-02

Publication Dates
Inyo Register August 3, 2023
The Sheet August 5, 2023 & August 12, 2023
Mammoth Times August 3, 2023 & August 10, 2023

Mail List: Public Notice

Executive Summary

The federal Clean Air Act (CAA) requires that an area redesignated attainment from nonattainment status for any of the National Ambient Air Quality Standards (NAAQS or Federal Standard) must submit a maintenance plan for ensuring the NAAQS will be met for a 10-year period following the redesignation. Section 175A of the CAA Amendment requires redesignated areas to submit a second maintenance plan to the United States Environmental Protection Agency (US EPA) eight years after the first plan has been approved in order to demonstrate continued maintenance of the NAAQS for the subsequent 10-year period.

The Town of Mammoth Lakes PM10 Planning Area was designated as a moderate nonattainment area for the PM10 NAAQS by the US EPA in 1990. The PM10 issue in the Town of Mammoth Lakes is primarily caused by smoke from wood stoves and fireplaces and from traffic-related dust entrained from crushed volcanic cinders used on roadways for traction control during winter. In addition, wildfires have, with increasing frequency over the past two decades, resulted in high levels of particulate matter from smoke during the summer and fall. In 1990, the Great Basin Unified Air Pollution Control District (District) and the Town of Mammoth Lakes (Town) jointly adopted the 1990 Air Quality Management Plan which included permanent and enforceable regulations to address the local sources of particulate emissions. These regulations resulted in PM10 emission reductions such that in 2014 the area was designated to attainment effective November 4, 2015. Concurrent with redesignation, the US EPA approved the 2014 Town of Mammoth Lakes PM10 Maintenance Plan.

This Town of Mammoth Lakes PM10 Planning Area Second 10-Year Maintenance Plan (Plan) fulfills the CAA requirements for a second 10-year maintenance plan to demonstrate continued maintenance of the PM10 NAAQS for the 10-year period following the expiration of the first maintenance plan. This Plan contains the required background information on existing air quality, an updated emission inventory, verification of continued attainment, a commitment to maintaining monitoring network integrity, a description of the existing control strategy, and contingency measures to ensure the NAAQS is maintained.

This Plan relies on the continued implementation of the particulate emission regulations and contingency measures that brought the area into attainment and supported the initial maintenance plan. These control measures include regulations to address woodsmoke and other sources of particulate emissions, stationary source controls, and District rules and regulations to control sources of PM10. This Plan contains contingency measures and specific timeframes for the adoption of these measures if necessary to maintain the NAAQS.

The Town of Mammoth Lakes PM10 Planning Area Second 10-Year Maintenance Plan fulfills the CAA requirements for a second 10-year maintenance plan and demonstrates that the area will continue to meet the PM10 Federal Standard for the second 10-year period (2025-2035), following the expiration of the first 10-year maintenance plan.

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Quarterly Presentation by Airport Core Management Team – Summer 2023.

Council Meeting Date: 8/16/2023

Prepared by: Soibian Spring – Airport Operations Manager
Sierra Shultz – Deputy Airport Manager
Rob Patterson – Administrative Services / Finance Director

Recommended Motion: No Action – Presentation Only

Summary: The Mammoth Yosemite Airport Core Management Team will provide a quarterly presentation to Town Council on work process, development planning, activities, and events at the Airport. The intent of these quarterly presentations is to provide updates to Town Council and the community on what it takes to operate the Airport. Staff developed this presentation to highlight key topics of general understanding as well as seasonal operation needs of the Airport. The goal is a strong mutual understanding, between staff and Town Council, of the operations, funding structures and milestones, and future vision of the Airport.

Mammoth Yosemite Airport Quarterly Presentation



August 16, 2023

Airport Core Management Team

Rob Patterson – Finance Director, Administrative Services and Airport
Sierra Shultz – Deputy Airport Manager
Soibian (*Suh-by-an*) Spring – Airport Operations Manager

Fixed Based Operator

Pat Foster – Hot Creek Aviation
Sommar Foster - Hot Creek Aviation

Introduction

- Quarterly presentation goals: Engage with and update the public and Town Council of airport happenings. Establish consistent goals, priorities, and visioning for the airport.
- Presentation Topics

    Operations mission

    Recent projects and events

    Hot Creek Aviation

Updates and Reminders

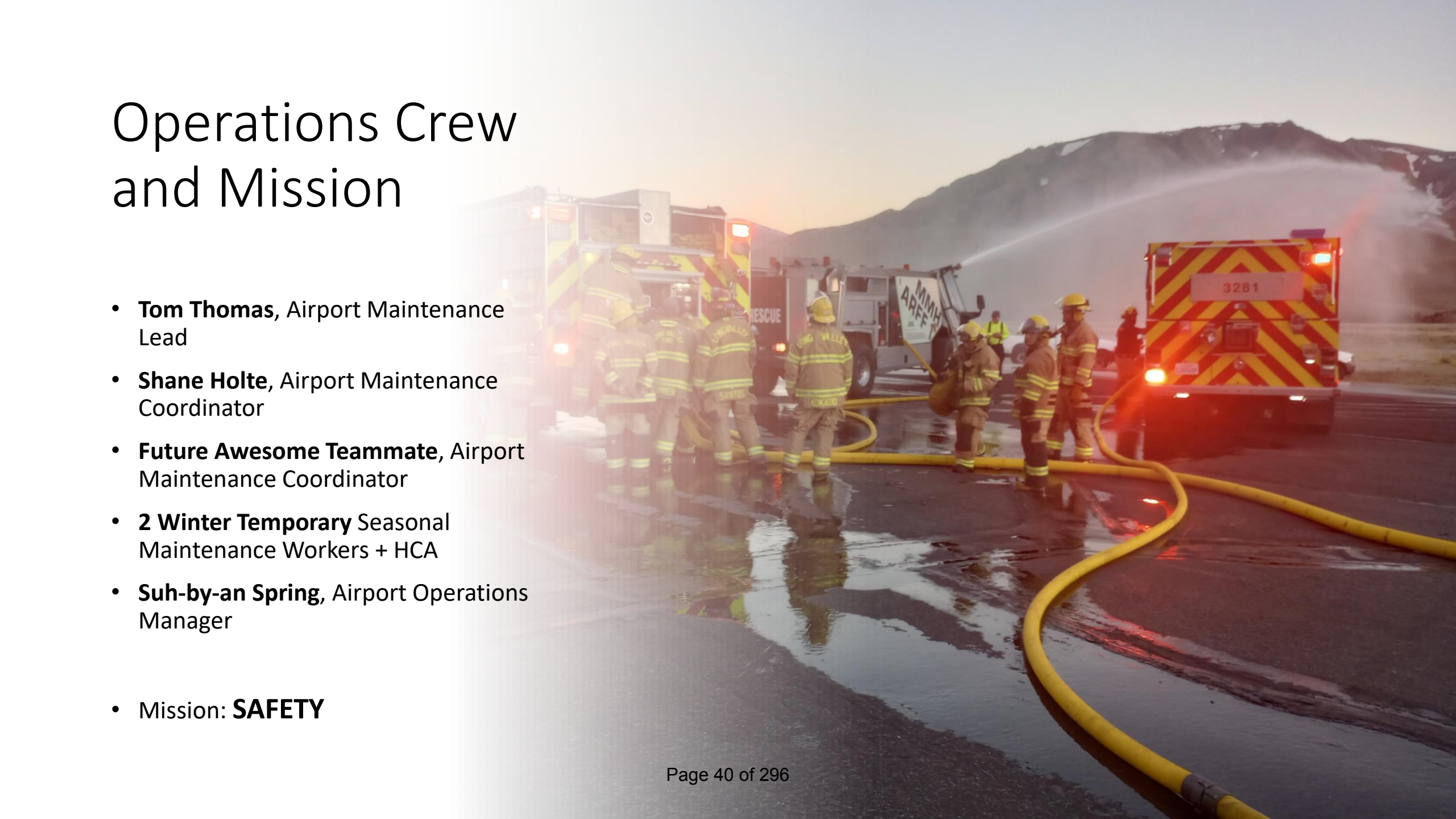
- Aviation Insights airport visit
- FAA airport visit
- Automated Weather Observing System (AWOS) Relocation and Upgrade project is underway. Project completion is end of October.
- Town employee facilities tour
- Advanced Airlines flying to HHR (LA) and CLD on Fridays and Sundays through Sept. 4th, including Monday the 4th.







Operations Crew and Mission



- **Tom Thomas**, Airport Maintenance Lead
- **Shane Holte**, Airport Maintenance Coordinator
- **Future Awesome Teammate**, Airport Maintenance Coordinator
- **2 Winter Temporary** Seasonal Maintenance Workers + HCA
- **Suh-by-an Spring**, Airport Operations Manager

- Mission: **SAFETY**

Part 139 Certification

- History
- Components
- Training
- Inspections





EMR Class Summer 2023






Winter 2022/2023




Mammoth







Similar to in Town, we survived this winter by being creative and working as a team. Specifically with the support of **HR**, Hot Creek Aviation, and the **Roads Department**



and **Fleet Maintenance**





Winter's Aftermath:

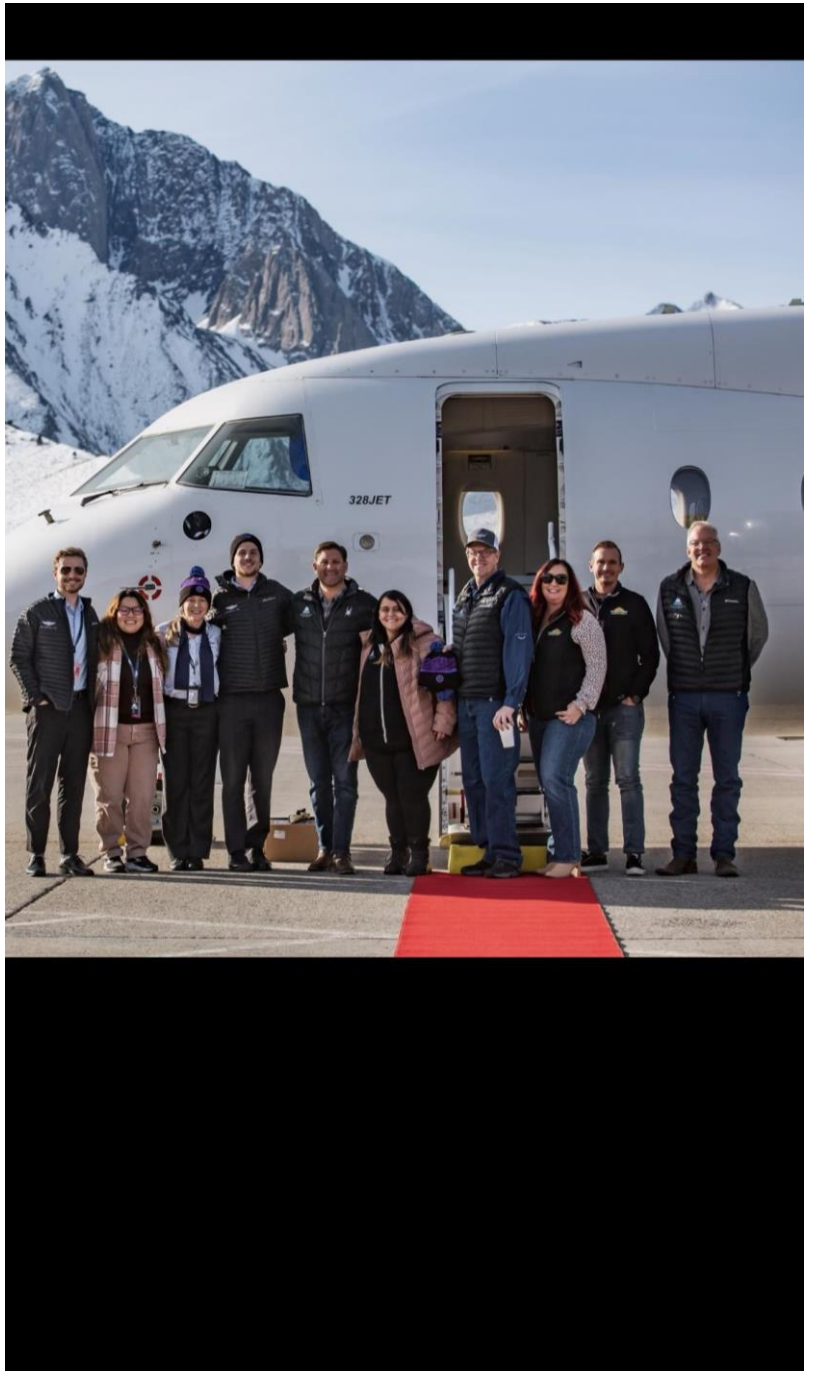
Bringing the Airport back up to standard and preparing for next winter

- Pavement markings / Crack sealing
- Fencing / Gates
- Facilities
- Lighting / Signage
- Equipment
- Personnel





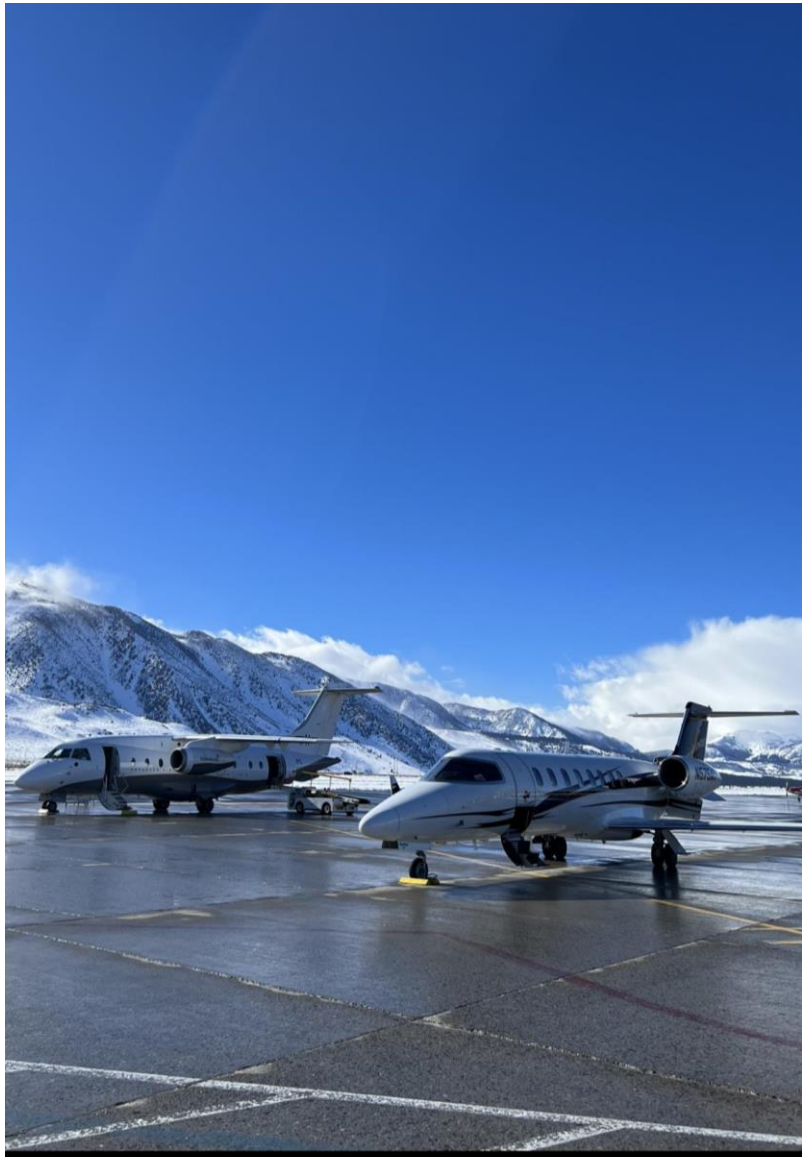



328JET




N975HP
CHP


@hotwreckaviation




N77FK









Why we are here:

- Visitor and Resident Mobility
- Local Agency Operations and Events
- Regional / State / Federal Operations





Why we are here, cont.

- **Supporting Local Agencies and Events:**
  - SAR training
  - Airborne Snow Observatory
  - Every 15 Minutes
  - Med-Evac (Sierra Life Flight, CareFlight, CalStar, CHP, etc.







Why we are here, cont.

Supporting Regional / State / Federal Operations:

- USFS Fire Suppression Aircraft
  - Currently only fire suppression aircraft staged on the East side of Sierras
- CHP / Southern California Edison
- Airborne Snow Observatory
- CalDART / Disaster Airlift Response Team https://caldart.org/
- All Armed Forces **Training and Fueling Ops**







Conclusion

- Thank you!
- Questions

Town Council of Mammoth Lakes

Minutes of Special Meeting

July 27, 2023, 5:00 p.m.
The Westin Monache Resort Mammoth
50 Hillside Drive
Redfir and Foxfir Meeting Rooms
Mammoth Lakes, CA 93546

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 AND ROLL CALL

The Mayor called the meeting to order at 5:01 p.m. in the Redfir and Foxfir Meeting Rooms of The Westin Monache Resort at 50 Hillside Drive, 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 Town Council Housing Program Update and Solutions Public Workshop.

Town Manager Daniel C. Holler introduced the workshop facilitator, Stacy Corless from Sierra Business Council. Ms. Corless engaged members of the Council, Town staff, and community members in a workshop regarding housing.

5. ADJOURNMENT

The Council adjourned the meeting at 8:09 p.m.

Jamie Gray, Town Clerk

Town Council of Mammoth Lakes

Minutes of Regular Meeting

August 2, 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 AND ROLL CALL

The Mayor called the meeting to order at 4:00 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

John Morris, Lodging Association, thanked the Town for last week's housing meeting and outlined his comments from that meeting.

Richard Lawson, Mammoth Junk Removal, said that his business tax license was revoked since it conflicted with the Town's franchise agreement with Mammoth Disposal.

4. ADDITIONS TO THE AGENDA

There were no additions to the agenda.

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

Parks and Recreation Director Stuart Brown gave an update regarding current parks and recreation activities. There was discussion among members of Council and staff.

Office of Outdoor Recreation Manager Lawson Reif gave an update regarding the E-bike Did You Know? document and proposed future steps regarding e-bikes. Mr. Lawson gave an update regarding the ESCCRP - Mammoth Donut Project. There was discussion among members of Council and staff.

5.1 Did you Know? E-bike Safety.

6. INTRODUCTIONS

6.1 Introduce new Airport Maintenance Coordinator Shane Holte.

Airport Operations Manager Soibian Spring introduced Mr. Holte to the Council and the community.

PUBLIC COMMENT:

Pat Foster, Hot Creek Aviation, said that the Town had a great Airport team. He invited the Council to tour the Airport at any time.

7. CONSENT AGENDA

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

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)

7.1 Approve the minutes of the special meeting of July 12, 2023.

7.2 Approve the minutes of the regular meeting of July 19, 2023.

7.3 Approve Appointment of Senior Planner Kim Cooke to the Mono County Collaborative Planning Team (CPT).

7.4 Accept Check Register 7/21/23 in the amount of $1,845,691.59. Accept Check Register 7/25/23 in the amount of $11,887.68.

8. PUBLIC HEARINGS

8.1 Transit CFD No. 2013-3 Annexation No. 8.

The Mayor opened the public hearing at 4:35 p.m.

Public Works Director Haislip Hayes outlined the information in the staff report.

With no members of the public coming forward to speak, the Mayor closed the public hearing at 4:36 p.m.

Town Clerk Jamie Gray announced that the property owners all voted in favor.

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

Approve the resolution authorizing the annexation of territory into a community facilities district, authorizing the levy of a special tax, and submitting the levy of a 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)

Moved by Mayor John Wentworth
Seconded by Councilmember Chris Bubser

Adopt the resolution declaring results of a special landowner election, determining validity of prior proceedings, and directing the recording of the eighth amendment to notice of special tax lien.

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 Councilmember Chris Bubser

Waive the reading and introduce by title only the ordinance authorizing the levy of special taxes in a community facilities district, 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)

9. POLICY MATTERS

9.1 Appeal of Notice of Determination for illegal advertisement for rental at 1629 Majestic Pines, Unit 69.

Administrative Services/Finance Director Rob Patterson outlined the information in the staff report.

Milad Jashnieh spoke in his defense of the appeal.

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

CONSENSUS:

Continue the TOT Appeal and direct staff to work with the appellant to recover additional evidence and information that the appellant may present.

9.2 Approve Agreement with the Southern California Toyota Dealers Association and the Town of Mammoth Lakes for the Sponsorship of the Zamboni ice-resurfacer machine operating at LA Kings Ice at Mammoth Lakes.

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 Agreement with the Southern California Toyota Dealers Association and the Town of Mammoth Lakes for the Sponsorship of the

Zamboni ice-resurfacer machine operating at LA Kings Ice at Mammoth Lakes.

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)

9.3 Fourth Quarter Fiscal Year 22-23 Budget Review and Adoption of Resolution Amending Fiscal Year 22-23 Budget.

Administrative Services/Finance Director Rob Patterson outlined the information in the staff report. There was discussion among members of Council and staff.

PUBLIC COMMENT:

John Urdi, Executive Director of Mammoth Lakes Tourism, spoke about the Obstacle Course Race World Championship that was being held in Town in October.

Sandy Hogan spoke in favor of the Town's conservative budgeting. She asked for the housing funds to be dedicated to the Access Apartments project.

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 and B – 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)

9.4 Determination that emergency work authorized by Resolutions 23-29 and 23-54 continues to be necessary for public welfare and safety.

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

Council determines and finds that the emergency work authorized by Resolutions 23-29 and 23-54 continues to be necessary for public welfare and safety.

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)

9.5 Approve Town Participation in the Eastern Sierra Sustainable Recreation Partnership (ESSRP) Memorandum of Understanding (MOU) and authorize the Town Manager to sign the MOU.

Town Manager Daniel C. Holler 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 Chris Bubser

Approve Town Participation in the Eastern Sierra Sustainable Recreation Partnership (ESSRP) Memorandum of Understanding (MOU) and authorize the Town Manager to sign the MOU.

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. COUNCILMEMBER REPORTS

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

Councilmember Rice attended the Mono County Collaborative Planning Team (CPT) meeting and the housing workshop.

Mayor Wentworth met with Congressman Kiley in Washington, D.C. He attended the housing workshop.

11. CLOSED SESSION

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

This item was removed from the agenda.

11.2 Pursuant to Government Code Section 54957.6.(a), Conference with Labor Negotiators, the Council will meet with its representatives, Town Manager Daniel C. Holler, Administrative Services/Finance Director Rob Patterson, and HR Manager Amanda Pelham with respect to the following Employee Organizations: Mammoth Lakes Police Officers Association and the Mammoth Lakes Sergeants Association.

At 6:27 p.m. the Mayor announced that the Council would be entering into closed session for the purposes as stated in the agenda.

12. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

The Council reconvened from closed session at 7:01 p.m. and announced that there was no reportable action taken.

13. ADJOURNMENT

The Council adjourned the meeting at 7:01 p.m.

_____
Jamie Gray, Town Clerk

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Approve the Resolution authorizing the temporary closure of Town roads for special events.

Council Meeting Date: 8/16/2023

Prepared by: Stuart Brown, Parks and Recreation Director

Recommended Motion: Approve the Resolution authorizing the temporary closure of Town roads for special events.

Summary: The Town of Mammoth Lakes desires to assist the private sector in the implementation of special events that increase visitation to the community. The Mammoth Gran Fondo, Mammoth Tuff, and Mammoth Trail Fest are significant fall events that bring visitors to the community. To enhance event safety and provide for emergency access to and through the event, the Town is recommending the temporary closure of Canyon Blvd.

The Town has coordinated with the event organizers and will provide a traffic control plan and all required traffic control equipment for the closure and will monitor the traffic within the event area and make any modifications that are deemed necessary for public safety.

Canyon Blvd. will be closed from Hillside Drive to the corner of Lake Mary Road and Canyon Blvd. on the following days and times:

a) Saturday, September 9, 2023 from 5:00 a.m. to 8:00 p.m. when all traffic control devices will be removed; and
b) Saturday, September 16, 2023 from 5:00 a.m. to 10:00 p.m. when all traffic control devices will be removed; and
c) Friday, September 22, 2023 from 6:00 a.m. to 8:30 a.m. when all traffic control devices will be removed; and
d) Saturday, September 23, 2023 from 6:00 a.m. to 8:30 a.m. when all traffic control devices will be removed; and

The Mammoth Lakes Police Department and Public Works Department will monitor the traffic within the event area and make any modifications that are deemed necessary for public safety.

RESOLUTION NO. 23-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,
AUTHORIZING THE TEMPORARY CLOSURE OF TOWN ROADS FOR SPECIAL EVENTS**

WHEREAS, the Town of Mammoth Lakes desires to assist the private sector in the implementation of special events that increase visitation to the community; and

WHEREAS, the Mammoth Gran Fondo, Mammoth Tuff, and Mammoth Trail Fest are significant fall events that bring visitors to the community; and

WHEREAS, the Canyon Blvd. closure will enhance event safety and provide for emergency access to and through the event; and

WHEREAS, the Town has coordinated with the event organizers and will provide a traffic control plan and all required traffic control equipment for the closure and will monitor the traffic within the event area and make any modifications that are deemed necessary for public safety; and

WHEREAS, the Town Council has reviewed the road closure.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Mammoth Lakes, California, hereby:

1. Declares the program is not a project and is exempt from the California Environmental Quality Act because it is a minor temporary alteration to existing improvements and creates a pedestrian and bicycle lane per Section 15304 (e) and 15304 (h), minor alteration of land; and
2. Declares that Canyon Blvd. will be closed from Hillside Drive to the corner of Lake Mary Road and Canyon Blvd. on the following days and times:
    a. Saturday, September 9, 2023 from 5:00 a.m. to 8:00 p.m. when all traffic control devices will be removed; and
    b. Saturday, September 16, 2023 from 5:00 a.m. to 10:00 p.m. when all traffic control devices will be removed; and
    c. Friday, September 22, 2023 from 6:00 a.m. to 8:30 a.m. when all traffic control devices will be removed; and
    d. Saturday, September 23, 2023 from 6:00 a.m. to 8:30 a.m. when all traffic control devices will be removed; and
3. Declares there is a public benefit from the Town facilitating the Mammoth Gran Fondo, Mammoth Tuff, and Mammoth Trail Fest events; and
4. Authorizes ' no parking' and traffic control equipment to be placed along the street prior to the event; and
5. Directs the Mammoth Lakes Police Department and Public Works Department to monitor the traffic within the event area and make any modifications that are deemed necessary for public safety.

APPROVED AND ADOPTED this 16th day of August, 2023.

_____
JOHN WENTWORTH, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Adopt the resolution authorizing the subrecipient agreement with Mammoth Lakes Housing, Inc. to administer the Town of Mammoth Lakes 2022 CDBG Homebuyer Assistance Program

Council Meeting Date: 8/16/2023

Prepared by: Nolan Bobroff, Senior Planner / Housing Coordinator

Recommended Motion: Adopt the resolution authorizing the subrecipient agreement with Mammoth Lakes Housing, Inc. to administer the Town of Mammoth Lakes 2022 CDBG Homebuyer Assistance Program.

Summary: The California Department of Housing and Community Development (HCD) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program and allocates those funds to CDBG eligible non-entitlement jurisdictions. Eligible uses of CDBG funds include affordable housing programs, anti-poverty programs, and infrastructure development. Funding is allocated on an annual basis through the release of a Notice of Funding Availability (NOFA), with the most recent CDBG NOFA having been released on April 19, 2022. In response to that NOFA, the Town submitted a grant application on August 16, 2022 for homebuyer assistance funding in the amount of $500,000. The Town was conditionally awarded the grant on April 12, 2023 for the Homebuyer Assistance Program ("Program") and executed the Standard Agreement (22-CDBG-HA-10034) with HCD on July 27, 2023, thereby commencing the 36-month term of the grant (7/27/2023 – 7/27/2026). The total amount of CDBG funds available for the Program is $600,000, which includes the $500,000 in awarded funding plus $100,000 in CDBG Program Income from a previous CDBG loan repayment.

The Program funded by the grant will help low- and moderate-income homebuyers purchase a home within the Town limits by providing a deferred payment, secondary mortgage. Eligible households must have annual incomes that do not exceed 80% of the Area Median Income (AMI) in Mono County (*the 2023 80% AMI limit for a family of four is $68,000*). The Town previously adopted CDBG Homeownership Assistance Program Guidelines in June 2021, and those guidelines establish the policies and procedures for the administration of the Program.

To assist in the administration of the Program, the Town is proposing a subrecipient agreement ("Agreement") with Mammoth Lakes Housing, Inc. (MLH) to administer the Program on behalf of the Town. Activities undertaken by MLH to administer the Program include: (a) marketing the Program, (b) verifying the eligibility of applicants, (c) preparation, execution, and recordation of applicable loan and real estate documents, (d) record-keeping, (e) ensuring compliance with CDBG program requirements, and (f) HCD reporting. The total amount to be paid to MLH under the Agreement is a not-to-exceed amount of $63,500, which the Town will be reimbursed for by HCD.

The breakdown of the grant funds provided in the Agreement are listed below:

- Homeownership Assistance Loans: $530,000 (*includes $100,000 in Program Income from a previous CDBG loan repayment*)
- MLH Administration
    - Activity (Program) Delivery: $37,290
    - General Administration: $26,210 (*7% of the total award amount less the Town allocation*)
- Town General Administration: $6,500

RESOLUTION NO. 2023-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, AUTHORIZING THE SUBRECIPIENT AGREEMENT WITH MAMMOTH LAKES HOUSING, INC. TO ADMINISTER THE TOWN'S 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (22-CDBG-HA-10034)

WHEREAS, the California Department of Housing and Community Development (HCD) released the Community Development Block Grant (CDBG) 2022 Notice of Funding Availability (NOFA) on April 19, 2022 which established the eligible activities and program requirements for the State's 2022 CDBG program; and

WHEREAS, the Town Council conducted a noticed public hearing on June 1, 2022 in accordance with the CDBG Citizen Participation process as specified in federal regulations at 24 CFR 570.486 to provide an opportunity for the public to provide comments on the proposed activities to be included in the application prior to the submittal to the State; and

WHEREAS, the Town Council approved the submittal of the Town's 2022 CDBG application for a Homebuyer Assistance Program at the regular meeting of the Town Council on August 3, 2022; and

WHEREAS, the Town submitted an application in response to the NOFA on August 16, 2022 for $500,000 in CDBG funds for the Homebuyer Assistance program; and

WHEREAS, the Town received notification on April 12, 2023 that the Town was conditionally awarded a grant in the amount of $500,000 for the Homebuyer Assistance Program and executed the Standard Agreement (22-CDBG-HA-10034) with HCD on July 27, 2023, thereby commencing the 36-month term of the grant (7/27/2023 – 7/27/2026); and

WHEREAS, in addition to the $500,000 in CDBG grant funding, the Town has approximately $100,000 in CDBG Program Income on-hand as of July 31, 2023 from a previously repaid CDBG homebuyer assistance loan, thereby increasing the total amount of funding available for the Homebuyer Assistance Program by $100,000 to a total amount of $600,000; and

WHEREAS, the Town will utilize the CDBG grant funds to provide homeownership assistance to qualified households in accordance with the applicable program requirements, including all Federal and State regulations and policies, applicable CDBG Grants Management Manual chapters, and HCD Management Memos; and

WHEREAS, the Town desires to contract with Mammoth Lakes Housing, Inc. as a subrecipient to administer the Homebuyer Assistance Program as provided in the subrecipient agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Mammoth Lakes, California:

1. Authorizes the subrecipient agreement with Mammoth Lakes Housing, Inc. for the administration of the 2022 CDBG grant funds (22-CDBG-HA-10034) in substantially the form approved by the Town Council, attached hereto as Exhibit "A", and which allocates to Mammoth Lakes Housing, Inc. $37,290 of the grant funds for Activity Delivery and $26,210 of the grant fund for General Administration, and allocates to the Town $6,500 of the grant funds for General Administration.

APPROVED AND ADOPTED THIS 16th day of August 2023.

_____
JOHN WENTWORTH, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

Exhibit "A"

Subrecipient Agreement with Mammoth Lakes Housing, Inc.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN Town of Mammoth Lakes
AND
Mammoth Lakes Housing, Inc.
FOR
22-CDBG-HA-10034

THIS AGREEMENT, entered this _____ day of _____, 2023 by and between the Town of Mammoth Lakes (herein called the "Grantee") and Mammoth Lakes Housing, Inc. (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United states Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to fund its Community Development Block Grant (CDBG) Grant 22-CDBG-HA-10034, Homeownership Assistance program (the "Grant");

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering the Grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Homeownership Assistance – Down payment assistance to provide gap financing to income eligible households in the incorporated area of Mammoth Lakes.

General Administration

Subrecipient will also conduct all administrative duties in conjunction with Activity #1, above, as well as the overall general coordination of program reporting to CDBG, fiscal reporting, and general coordination on the Grant.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. The National Objective will be met because CDBG program funds will be used in the Town of Mammoth Lakes to provide deferred second mortgage loans for acquisition to low- and moderate-income firt-time homebuyers. Each individual household will obtain a first mortgage and the home will be their primary residence. In addition to CDBG funds, the program will utilize local banks and mortgage brokers. The Town will market the program to the targeted groups: families, workforce, and single adults.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity #1	*will vary*	*4*

D. Staffing

Executive Director
Grant & Financial Associate
Program & Projects Associate
Housing Navigator

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the effective date of the Grantee's Standard Agreement for the Grant and end on the date specified in the Grantee's Standard Agreement for the Grant. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Item	**Amount**
Direct Homeownership Assistance	$530,000
HA Activity Delivery	$37,290
General Administration	$26,210 (+$6,500 reserved for Grantee)
TOTAL	$600,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee to the Subrecipient under this Agreement shall not exceed $63,500. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR Part 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Subrecipient
Daniel C. Holler, Town Manager	Patricia Robertson, Executive Director
Town of Mammoth Lakes	Mammoth Lakes Housing, Inc.
437 Old Mammoth Road	587 Old Mammoth Road #4
P.O. Box 1609	P.O. Box 260
Mammoth Lakes, CA 93546	Mammoth Lakes, CA 93546
P: (760) 965-3600	P: (760) 934-4740
F: (760) 934-7493	F: (760) 934-4724

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The

Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or

schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR Part 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR Part 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR Part 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 subpart E, "Cost Principles for Non-Profit Organizations" (formerly OMB Circular A-122), as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a) Records providing a full description of each activity undertaken;
b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c) Records required to determine the eligibility of activities;
d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by various federal, state, and county laws, regulations, and ordinances unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the

terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.500 (formerly OMB Circular A-133).

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall assist the Grantee, as needed, on the reporting of all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. Reports shall be filed with the Department no later than January 30th and July 31st, or the dates specified by the Department. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee. Program Income reports completed outside of the term of this agreement will be billed on an hourly basis.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

5. State CDBG Report(s)

The Subrecipient shall assist the Grantee, as needed, on the submittal of any required status reports to the State.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 200.318.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Town's municipal boundary with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement . If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period .

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon,

providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. The 504 Coordinator is designated as Patricia Robertson, Executive Director, Mammoth Lakes Housing, Inc.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, including marketing, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are

imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns

that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be

forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified

by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. NEPA Compliance

The Subrecipient shall prepare the required National Environmental Policy Act (NEPA) documentation consistent with 42 USC 4321-4347 and the implementing regulations at 24 CFR Parts 50 and 58. The Subrecipient shall provide the required NEPA documentation to the State and the original documentation to the Grantee.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Town of Mammoth Lakes

By_____
Daniel C. Holler, Town Manager

Attest_____
TOWN CLERK

Countersigned_____
FINANCE OFFICER

Mammoth Lakes Housing, Inc.

By_____
Patricia Robertson, Executive Director

By_____

Title_____

Federal I.D._____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
TOWN ATTORNEY

AFFIRMATIVE ACTION APPROVAL

_____
CONTRACT COMPLIANCE SUPERVISOR/
TOWN CLERK

TOWN COUNCIL STAFF REPORT

Title: Reject Bid Received for the ARFF/Snow Removal Equipment Building Site Work at Mammoth Yosemite Airport

Meeting Date: August 16, 2023

Prepared by: Sierra Shultz, Deputy Airport Manager

RECOMMENDATION:

Staff recommends Town Council reject the bid received for the Aircraft Rescue Fire Fighting (ARFF)/Snow Removal Equipment (SRE) Building Site Work at Mammoth Yosemite Airport and authorize staff to rebid the project once bid plans and specifications are updated.

BACKGROUND:

On October 6, 2021, Town Council authorized Supplemental Agreements No. 25 and 26 for Brandley Engineering, Inc. (Brandley) to provide design services for the ARFF/SRE Building site work and structure. Once the design contracts were awarded and executed, Brandley, working with staff and the FAA, designed the project site work and structure. The project consists of seven bays to store snow removal equipment and the ARFF and conduct ARFF maintenance and it also included support and administrative rooms.

On January 10, 2023, the project design was approved by the Planning and Economic Development Commission. Once the project was approved, the project bids were advertised. Two plan sets were prepared, one for the site work and one for the structure, so that they could be bid as separate contracts. The plan sets were prepared in accordance with each other and tied the designs together.

ANALYSIS:

Both the site work and structure were advertised on February 10, 2023. The site work bid was opened on March 9, 2023 and no bids were received. Federal law, unlike State law, prohibits negotiations in a no-bid situation, therefore the project was put back out to bid until March 23, 2023. On the 23rd, one bid was received from Qualcon Contractors, Inc.

Qualcon Contractors, Inc. $2,261,300.00

A bid analysis was completed, and no irregularities were found in the original apparent low bid.

Multiple extensions were given for the structure bid opening to allow adequate time for potential bidders to prepare their bids. However, the structure bid was opened on May 1, 2023 and no bids were received. In addition to not receiving any bids, staff received

feedback from the FAA that there had been some changes to which components of the building are now considered eligible.

Therefore, staff is recommending that Town Council reject the site work bid to allow for a redesign of the building. Staff does not want to award the site work if the structure needs to be redesigned, since it may change components of the site work also. In addition, to the possibility of the site work design changing, the Town was unable to submit a final grant application since they did not receive any structure bids. Therefore, the Town will have to resubmit for grant funding before moving forward with awarding any construction.

FINANCIAL CONSIDERATIONS:

Since no building bids were received, staff submitted a final grant application for redesign of the building, in lieu of a final grant application for construction. Once the redesign has been awarded and completed, staff will then reapply for construction funding from the FAA. The redesign grant will include funding for revising the project design to meet the goals of the Town, community, and FAA and will attempt to lower costs given the very expensive bidding climate we currently face.

The engineer's estimate for the project site work construction was $1,432,715.

The grant request that was submitted for the redesign is for $301,500 in Airport Improvement Program (AIP) funds. The sponsor share is $28,160 and the federal share is $273,340 which is currently available in the airport entitlement funds.

ENVIRONMENTAL CONSIDERATIONS:

On November 15, 2021 the FAA issued a Finding of No Significant Impact (FONSI) for the Environmental Assessment for the Terminal Area Development Project (TADP), which included the ARFF/SRE Building project. On October 6, 2021, the Environmental Impact Report for the TADP was certified by the Town Council.

RESOLUTION 23-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, REJECTING ALL BIDS SUBMITTED IN RESPONSE TO THE BID SOLICITATION FOR THE ARFF/SNOW REMOVAL EQUIPMENT BUILDING SITE WORK PROJECT

WHEREAS, Public Contract Code Section 20166 provides that in its discretion, the legislative body may reject any bids presented and readvertise; and

WHEREAS, on February 10th, 2023, the Town of Mammoth Lakes (Town) issued two sets of bid specifications and plans for the ARFF/Snow Removal Equipment Building Site Work and Structure at Mammoth Yosemite Airport; and

WHEREAS, on February 22nd, 2023, Town staff held a pre-bid meeting for the site work; and

WHEREAS, on March 9th, 2023, bids were opened for the site work and no bids were received and so the bid solicitation period was extended to March 23rd, 2023 for site work; and

WHEREAS, one bid was submitted to the Town by Qualcon Contractors, Inc. for the site work; and

WHEREAS, on May 1, 2023 the bid for the structure component of the project was opened and no bids were received; and

WHEREAS, a final grant application for construction was not able to be submitted to the Federal Aviation Administration (FAA) since no bids were received for the structure; and

WHEREAS, the Town Council finds that it is not in the public interest to award a contract to the company that submitted a bid because the site work plans and specifications will need to be updated to match the redesign of the structure; and

WHEREAS, the Town Council finds that it is not in the public interest to award a contract to the company that submitted a bid because the construction grant was not submitted and received and therefore the funds are not readily available.

NOW, THEREFORE, BE IT RESOLVED that the Town Council does hereby reject all bids submitted in response to the request for bids for the ARFF/Snow Removal Equipment Building Site Work; and, it is further

RESOLVED, that staff is hereby authorized to modify and update the plans and specifications and rebid the project.

APPROVD AND ADOPTED this 16th day of August, 2023.

_____
JOHN WENTWORTH, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Approve Side Letter No. 01-2023 between the Town of Mammoth Lakes and the Mammoth Lakes Police Supervisory Association Amending the current Memorandum of Understanding and authorize the Town Manager to sign.

Council Meeting Date: 8/16/2023

Prepared by: Daniel C. Holler, Town Manager

Recommended Motion: Approve Side Letter No. 01-2023 between the Town of Mammoth Lakes and the Mammoth Lakes Police Supervisory Association Amending the current Memorandum of Understanding and authorize the Town Manager to sign.

Summary:
Representatives of the Town and members of the Mammoth Lakes Police Supervisory Association (MLPSA) have met in good faith and have reached agreement in support of the proposed Side Letter. The Side Letter will amend the current July 1, 2022 through June 30, 2025 Memorandum of Understanding (MOU) between the parties. The representatives have been meeting to discuss opportunities to enhance the overall management of the Police Department, to improve supervision and training of officers, and reduce overtime and other related costs. The proposed side letter modifies the current MLPSA MOU establishing the Sergeant positions as exempt. This change provides greater flexibility for the Sergeants, eliminates over-time, and either eliminates or incorporates certain additional duty pay into a new salary structure. Average overtime costs for the previous three years averaged approximately $30,000 per sergeant. The proposed changes will result in an estimated annual net savings across the four sergeant positions of $40,000. Estimates are used as the amount of overtime worked an any year fluctuates based on need and staffing levels. To improve the supervisory structure within the Department staff is also recommending implementing a Corporal position. Approximately 50% for savings from the Sergeant position will be used to fund the cost of two proposed Corporal positions, which would be promotion and not additive positions. The inclusion of the Corporal positions will need to be implemented under the Mammoth Lakes Police Officer Association MOU. Staff is recommending approval of the proposed Side Letter with the Mammoth Lakes Police Supervisory Association.

SIDE LETTER NO. 01-2023

TO THE MEMORANDUM OF

UNDERSTANDING BETWEEN

THE TOWN OF MAMMOTH

LAKES AND

THE MAMMOTH LAKES POLICE SUPERVISORY ASSOCIATION

The Town of Mammoth Lakes ("Town") and the Mammoth Lakes Police Supervisory Association ("MLPSA") hereby agree to modification of the terms and conditions set forth in the Memorandum of Understanding ("MOU"), dated July 1, 2022 through June 30, 2025 between the Town and the MLPSA as it pertains to the position of Police Sergeant as set forth below.

I. Purpose

1. The purpose of the amendments to the MOU is to enhance the operations of the Mammoth Lakes Police Department and to recognize the level of supervision, administration and independent action required of the classification of Police Sergeant.

2. In recognition of the assigned work program, administrative tasks, and supervisory requirements the Police Sergeant position, the MLPSA and Town of Mammoth Lakes have met and conferred in good faith and mutually agree to the changes to the MOU as outlined in this side letter, including the designation of the Police Sergeant position as an exempt employee.

II. MOU Amended Articles

A. Article 4. Definitions – New Section

4.8. "Police Sergeant" shall be classified as exempt under the FLSA. The classification of Police Sergeant, which hereinafter may be referred to as "Sergeant," exercises substantial independent decision making, supervises subordinate sworn and non-sworn personnel, assists in the development and implementation of policies and procedures, manages, employee staffing levels, provides direction and oversight of employees' work, provides evaluations of employees, and support directly in-field operations.

B. Article 8. Salary – Salary Schedule Updated

8.1. Salary Schedule

The salary schedule shall be as provided and attached in Appendix "A" consisting of a defined range showing the minimum, mid-point, and maximum of the range. Employees shall move through range based on merit adjustment of up to five percent (5%), which shall not exceed the top of the salary range. Movement through the range is based on an annual evaluation with an overall satisfactory (or equivalent of) performance.

D. Article 10. Overtime - Repealed and "Reserved"

E. Article 12. Holiday Pay - Repealed and "Reserved"

F. Article 13. POST Pay – Repealed and Restated

13.1 Employees possessing a California POST Supervisory Certificate shall receive a pay differential of two and one-half percent (2.5%) of their base rate of pay. Sergeants are required to secure a POST Supervisory Certificate upon completion of two years as a Police Sergeant. POST Certificate Pay will be effective the first full pay period following receipt of the Supervisory Certificate.

13.2 Employees possessing a California POST Management Certificate will receive a pay differential of five percent (5%) of their base rate of pay (inclusive of the 2.5% California POST Supervisory Certificate). POST Certificate Pay will be effective the first full pay period following receipt of the Management Certificate.

G. The following Articles Related to additional pay provisions are Repealed and "Reserved:

Article 14 Bilingual Pay
Article 15 Special Assignment Pay
Article 16 Court Pay
Article 17 "Call-In" Pay
Article 18 "On-Call" Pay

H. Article 22. Comprehensive and Other Leave – New Sections

22.13 Administrative Leave.

Due to the nature of exempt positions, employees shall receive eighty-eight (88) hours of paid administrative leave per fiscal year. New employees not employed for the full fiscal year shall receive a prorated amount of administrative leave based on their start date. Paid administrative leave shall have no cash value, and unused leave shall not be carried over into the next fiscal year.

22.14 Compensatory Time.

All accrued, unused compensatory time held by current employees shall be paid out in full at the current regular rate of pay as of the second full pay period following the execution of Side Letter 01-2023. The promotion of any Police Officer or Corporal to the position of Sergeant shall have their accrued, unused compensatory time be paid out in full at their current regular rate of pay the pay period prior to assuming the position of Sergeant.

I. Article 26. Deferred Compensation - Amended

The Town shall contribute to a Town Section 457(b) deferred compensation plan for the benefit of Employee. Beginning the first full period following the execution of Side Letter 01-2023, the Town shall contribute into the employee's Section 457(b) plan an amount equal to the amount contributed by that employee, not to exceed fifty dollars ($50) per pay period for twenty-four (24) per periods per year. The amount of the Town's contribution is subject to a dollar-for-dollar match by the employee. Such contributions shall continue for the Term of this Agreement unless employee matching funds are reduced or eliminated, or the benefit is terminated by Amendment to this Agreement. Payments shall occur as part of the first and second pay periods for each month.

[SIGNATURES ON FOLLOWING PAGE]

TOWN OF MAMMOTH LAKES:

Daniel C. Holler
Town Manager

Date: _____

MAMMOTH LAKES POLICE SUPERVISORY ASSOCIATION:

Joseph Vetter
Mammoth Lakes Police Supervisory Association Representative

Date: _____

Jason Heilman
Mammoth Lakes Police Supervisory Association Representative

Date: _____

APPENDIX A

SALARY SCHEDULE

	Annual			Montly			Hourly			
Salary Range	**Min**	**Mid**	**Top**	**Min**	**Mid**	**Max**	**Min**	**Mid**	**Max**	**Range**
FY23-24 Amended Base	$ 135,665	$ 150,927	$ 166,190	11,305	12,577	13,849	65.2236	72.5613	79.8989	22.50%
Supervisory POST - 2.5%	$ 139,057	$ 154,701	$ 170,344	11,588	12,892	14,195	66.8542	74.3753	81.8964	22.50%
Management POST - 2.5% (total 5% POST)	$ 142,448	$ 158,474	$ 174,499	11,871	13,206	14,542	68.4848	76.1893	83.8939	22.50%
FY24-25 - Effecitve first full pay period July 2024	$ 139,057	$ 154,701	$ 170,344	11,588	12,892	14,195	66.8542	74.3753	81.8964	22.50%
Supervisory POST - 2.5%	$ 142,533	$ 158,568	$ 174,603	11,878	13,214	14,550	68.5256	76.2347	83.9438	22.50%
Management POST - 2.5% (total 5% POST)	$ 146,010	$ 162,436	$ 178,862	12,167	13,536	14,905	70.1969	78.0941	85.9912	22.50%

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Approve Side Letter No. 02-2023 Amending the Memorandum of Understanding between the Town and the Mammoth Lakes Police Officer Association regarding the Canine Program.

Council Meeting Date: 8/16/2023

Prepared by: Daniel C. Holler, Town Manager

Recommended Motion: Approve Side Letter No. 02-2023 Amending the Memorandum of Understanding (MOU) between the Town and the Mammoth Lakes Police Officer Association regarding the Canine Program.

Summary:
The Town and representatives of the Mammoth Lakes Police Officer Association (MLPOA) have met and conferred in good faith regarding the establishment of a Canine Program. The parties have reached agreement on the proposed Side Letter. The Side Letter addresses items related to the care of the canine, special assignment pay, equipment, and related matters. The community has provided over $30,000 to support the program. Community funds are used to pay for equipment, the canine, vehicle 'cage', food, and other supplies. Currently, the assigned officer and canine are in training. Staff recommends Council approval of the Side Letter.

SIDE LETTER NO. 02-2023

TO THE MEMORANDUM OF

UNDERSTANDING BETWEEN

THE TOWN OF MAMMOTH

LAKES AND

THE MAMMOTH LAKES POLICE OFFICERS' ASSOCIATION

The Town of Mammoth Lakes ("Town") and the Mammoth Lakes Police Officers' Association ("MLPOA") hereby agree to modification of the terms and conditions set forth in the Memorandum of Understanding ("MOU"), dated July 1, 2022 through June 30, 2025 between the Town and the MLPOA as it pertains to the assignment of Canine Officer as follows:

Canine Program

A. Purpose

1. The purpose of the Canine Program is to enhance general and specialized law enforcement patrol through the efficient use of an assigned Canine Officer in the areas of narcotics detection, explosive detection, crime prevention, crime suppression, criminal field investigation, officer/citizen safety, and community relations, with minimal commitment of additional resources.

2. The Police Officer assigned to the role of Canine Officer shall be responsible for the care, maintenance, supervision, control, and training of the assigned police service canine. Assignment and all compensation will be effective the first full pay period following the successful completion of training for the assigned Officer and selected canine.

3. The Police Chief shall develop, manage, and implement a formal Canine Program Policy and Procedures Document. The Policy will comply with state or federal laws, policies or procedures regulating such program. The Document will be reviewed and approved the Town Manager, Human Resources Manager and Town Legal Counsel.

4. Funding for the program will include any and all donations, which will be accounted for separately and used only to support the Canine Program. Donations will be used prior to departmental resources to support the program, exclusive of the assigned Canine Officer's compensation.

B. Compensation

1. Unit members assigned to the position of Canine Officer shall receive an additional two and one-half percent (2.5%) above their base rate of pay for the duration of the assignment as Canine Officer Premium and shall be reported to CalPERS accordingly. Canine Officer Premium shall be treated as other special assignment pay provided for in Article 15: Special Assignment Pay of the MOU and shall be subject to the limit on total special assignment pay as outlined in Section 15.4. Canine Officer Premium pay will be effective the first full pay period the officer and canine are on site in the Town, following successful completion of training by the Officer and the canine.

2. In recognition of the assigned duties and responsibilities of a canine handler, the Canine Officer will be compensated for thirty (30) minutes each day of off-duty time for each day care is provided for the canine. Time may not be converted to compensatory time. Canine Officer will be compensated at time and one-half of the unit member's hourly rate.

    a. Canine care time shall not be considered time actually worked for purposes of overtime under the labor agreement.

    b. The extra compensation shall only be paid when the handler has care and custody of the assigned canine. The Canine Officer shall not be compensated for thirty (30) minutes of off-duty time while the assigned handler is on approved leave that prevents the handler from caring for the canine, and while kennel services are being utilized for the canine as outlined in Section D, Subsection 2.

C. Canine Equipment

1. The Town will provide a take-home vehicle to the handler for the purpose of transportation to and from work of the canine and for other related employment travel when it requires transport of the canine. No other use of the vehicle is authorized under this section. The handler shall maintain the vehicle in a clean and presentable condition. The vehicle may be used by other members of the department if not required for transport needs of the canine or to provide canine transport for kenneling, veterinary care or other needs not provided by the handler.

2. The Town will provide all necessary equipment used for the care and training of the canine as determined by the Police Chief. No permanent improvement to the handler's residential property or any private vehicle will be provided.

3. Upon request of the handler and approval by the Police Chief, or designee, the Town will provide a portable kennel of appropriate size to secure the canine. The handler will have the right to purchase the portable kennel from the Town for the estimated value at such time it is not required for the Town's Canine Program.

D. Canine Food and Care

1. The Town will provide and pay for authorized veterinary care of the canine at the Town's discretion. Initial emergency lifesaving care is authorized pending receipt of administrative approval or denial of further treatment. If the Town determines that no further care is authorized due to the nature of the injury, the Town may, at the discretion of the handler, release all interest in the canine to the handler, who shall then assume responsibility for all additional veterinary care.

2. The Town shall provide kennel servicers for the canine while the assigned handler is on approved leave that prevents the handler from caring for the canine.

3. The Town will provide food for the canine. Provision of food may be through donations of food and/or funds to purchase food or as a direct charge to the Town. Type of food provided for the canine is at the discretion of the Town.

E. Canine Retirement

1. In the event a Town-owned canine is permanently retired, the most recent handler shall have the option to purchase the canine from the Town for one dollar ($1), as is. In the event the canine had more than one handler and the most recent handler chooses not to purchase the canine, the next most recent handler of that canine shall have the option to purchase the retired canine, as is. The purchase of the canine shall include an indemnification and hold harmless agreement signed by the purchasing officer releasing the Town from all liability, including future veterinary care, maintenance, and other costs, relating to the canine.

F. Canine Program – Discretionary

1. The Canine Program is being implemented at the complete discretion of the Town and there is no right granted to the Association or the Police Department for the continuation of the Program. The Program may be discontinued at any time at the sole discretion of the Town.

[SIGNATURES ON FOLLOWING PAGE]

TOWN OF MAMMOTH LAKES:

Daniel C. Holler
Town Manager

Date: 7-24-23

MAMMOTH LAKES POLICE OFFICERS' ASSOCIATION:

Amanda Muir
Mammoth Lakes Police Officers' Association Representative

Date: 7/24/23

Kevin Reynolds
Mammoth Lakes Police Officers' Association Representative

Date: 7/24/23

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Consideration of Ordinance authorizing of the levy of special taxes in a Community Facilities District, including certain annexation territories.

Council Meeting Date: 8/16/2023

Prepared by: Amy Callanan, PE, Engineering Manager

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 June 21, 2023 and August 2, 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. 8

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 August 2, 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 Eighth 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 2023/24 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 2023/24 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 2nd day of August 2023; and PASSED AND ADOPTED this 16th day of August 2023.

_____

JOHN WENTWORTH, Mayor

ATTEST:

_____

JAMIE GRAY, Town Clerk

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
AMERIGAS								
08/02/2023	108888	3152928423/20	6982	AMERIGAS	100-434-43404	07/23-POOL	54.55	08/23
Total AMERIGAS:							54.55	
AT&T MOBILITY								
08/02/2023	108889	287311715401	8453	AT&T MOBILITY	220-471-43404	JULY 2023-PD	83.92	08/23
08/02/2023	108889	287292079320	8453	AT&T MOBILITY	100-420-43404	JULY 2023	81.48	08/23
Total AT&T MOBILITY:							165.40	
BISHOP AUTOMOTIVE CENTER								
08/02/2023	80223100	1-66437	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	3,615.88	08/23
Total BISHOP AUTOMOTIVE CENTER:							3,615.88	
BLUEBIRD IMAGING								
08/02/2023	108890	5642	8182	BLUEBIRD IMAGING	100-432-43120	SIGNAGE	362.04	08/23
08/02/2023	108890	1192	8182	BLUEBIRD IMAGING	215-511-42007	SHIPPING CHGS	26.75	08/23
Total BLUEBIRD IMAGING:							388.79	
BUCHER MUNICIPAL NORTH AMERICA, INC.								
08/02/2023	108891	54672	18537	BUCHER MUNICIPAL N	910-000-13003	PARTS	2,508.48	08/23
Total BUCHER MUNICIPAL NORTH AMERICA, INC.:							2,508.48	
BUSWEST								
08/02/2023	108892	XA400075473:	7396	BUSWEST	910-000-13003	PARTS	109.98	08/23
Total BUSWEST:							109.98	
CALIFORNIA BUILDING STANDARDS COMMISSION								
08/02/2023	108893	APRIL-JUNE 2	8665	CALIFORNIA BUILDING	100-000-20072	BLD STD FEE	604.80	08/23
Total CALIFORNIA BUILDING STANDARDS COMMISSION:							604.80	
CONNEY SAFETY PRODUCTS								
08/02/2023	108894	06191975	3417	CONNEY SAFETY PRO	910-000-13003	MAINT SUPPLIES	60.08	08/23
Total CONNEY SAFETY PRODUCTS:							60.08	
DAKTRONICS, INC.								
08/02/2023	108895	7012646	19219	DAKTRONICS, INC.	900-000-28007	REMOTE RADIO ENCL	1,048.64	08/23
Total DAKTRONICS, INC.:							1,048.64	
DEPT OF CONSERVATION, DIV OF ADMIN SVCS								
08/02/2023	108918	APRIL-JUNE 2	3045	DEPT OF CONSERVATI	100-000-20071	STRONG MOTION FEE	2,527.02	08/23
Total DEPT OF CONSERVATION, DIV OF ADMIN SVCS:							2,527.02	
DEPT OF WATER & POWER OF THE CITY OF LOS								
08/02/2023	108896	BL-1500 07/01/	259	DEPT OF WATER & PO	220-471-45010	BL-1500 RENT LONG V	500.00	08/23

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total DEPT OF WATER & POWER OF THE CITY OF LOS:							500.00	
DIY HOME CENTER								
08/02/2023	108897	103389	5476	DIY HOME CENTER	215-511-42007	MAINT SUPPLIES	25.19	08/23
08/02/2023	108897	103892	5476	DIY HOME CENTER	215-511-42007	MAINT SUPPLIES	12.90	08/23
08/02/2023	108897	105107	5476	DIY HOME CENTER	215-511-42007	MAINT SUPPLIES	8.04	08/23
08/02/2023	108897	105120	5476	DIY HOME CENTER	215-511-42007	MAINT SUPPLIES	11.29	08/23
08/02/2023	108897	105320	5476	DIY HOME CENTER	215-511-42007	MAINT SUPPLIES	101.79	08/23
08/02/2023	108897	K05699	5476	DIY HOME CENTER	210-450-42007	MAINT SUPPLIES	3.28	08/23
08/02/2023	108897	K05696	5476	DIY HOME CENTER	210-450-42007	MAINT SUPPLIES	13.57	08/23
Total DIY HOME CENTER:							176.06	
EL SOL DE LA SIERRA								
08/02/2023	108898	3410	7831	EL SOL DE LA SIERRA	100-413-43130	06/23-DYK	209.16	08/23
08/02/2023	108898	3426	7831	EL SOL DE LA SIERRA	100-413-43130	06/23-DYK	209.16	08/23
Total EL SOL DE LA SIERRA:							418.32	
ENTERPRISE CAR SALES								
08/02/2023	108899	1FTBR3X87LK	19385	ENTERPRISE CAR SAL	915-570-48100	FORD TRANSIT VAN	42,406.25	08/23
Total ENTERPRISE CAR SALES:							42,406.25	
FRONTIER COMMUNICATIONS								
08/02/2023	108900	06/23-2490	10869	FRONTIER COMMUNIC	100-420-43404	06/23-PD FAX LINE	89.55	08/23
08/02/2023	108900	07/23-3509	10869	FRONTIER COMMUNIC	858-436-43404	07/23-ICE RINK	17.93	08/23
08/02/2023	108900	07/23-0348	10869	FRONTIER COMMUNIC	210-450-43404	07/23-PWM	228.62	08/23
08/02/2023	108900	07/23-2490	10869	FRONTIER COMMUNIC	220-471-43404	07/23-PD FAX LINE	104.66	08/23
08/02/2023	108900	07/23-2536	10869	FRONTIER COMMUNIC	100-420-43404	07/23-PD	273.43	08/23
08/02/2023	108900	07/23-3119	10869	FRONTIER COMMUNIC	220-471-43404	07/23-AIRPORT	198.41	08/23
Total FRONTIER COMMUNICATIONS:							912.60	
GRANITE DATA SOLUTIONS								
08/02/2023	108901	IN87221-1	18359	GRANITE DATA SOLUT	100-418-48800	MONITOR/HARDWARE	882.01	08/23
Total GRANITE DATA SOLUTIONS:							882.01	
HIGH COUNTRY LUMBER								
08/02/2023	108902	21945	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	7.53	08/23
08/02/2023	108902	22503	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	11.49	08/23
08/02/2023	108902	22601	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	53.85	08/23
08/02/2023	108902	22650	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	6.45	08/23
08/02/2023	108902	22699	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	19.38	08/23
08/02/2023	108902	022842	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	13.98	08/23
08/02/2023	108902	24102	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	11.53	08/23
08/02/2023	108902	24337	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	24.77	08/23
08/02/2023	108902	24338	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	8.23	08/23
08/02/2023	108902	24425	830	HIGH COUNTRY LUMB	100-432-42008	MAINT SUPPLIES	17.97	08/23
08/02/2023	108902	463563	830	HIGH COUNTRY LUMB	210-454-46200	MAINT SUPPLIES	183.99	08/23
08/02/2023	108902	024534	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	91.56	08/23
08/02/2023	108902	24974	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	21.54	08/23
Total HIGH COUNTRY LUMBER:							472.27	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
HOMETOWN TROLLEY								
08/02/2023	108903	6955	18414	HOMETOWN TROLLEY	910-000-13003	PARTS	411.54	08/23
Total HOMETOWN TROLLEY:							411.54	
HORIZON CALIFORNIA PUBLICATIONS, INC.								
08/02/2023	80223101	70482	6100	HORIZON CALIFORNIA	100-413-43130	06/23-DYK	260.00	08/23
Total HORIZON CALIFORNIA PUBLICATIONS, INC.:							260.00	
KIMBALL-MIDWEST								
08/02/2023	108904	101262000	4812	KIMBALL-MIDWEST	910-000-13003	BOLTS	456.86	08/23
08/02/2023	108904	101264414	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	616.53	08/23
Total KIMBALL-MIDWEST:							1,073.39	
LWC								
08/02/2023	108905	4566	18203	LWC	100-440-43031	MAIN LODGE	6,193.75	08/23
Total LWC:							6,193.75	
MAMMOTH DISPOSAL, INC.								
08/02/2023	108906	1223729U014	94	MAMMOTH DISPOSAL,	215-511-42007	06/23-SHERWINS TRAI	148.04	08/23
Total MAMMOTH DISPOSAL, INC.:							148.04	
MCMASTER-CARR SUPPLY COMPANY								
08/02/2023	108907	10838580	272	MCMASTER-CARR SU	910-000-13003	PARTS	43.49	08/23
08/02/2023	108907	10858979	272	MCMASTER-CARR SU	210-454-46200	PARTS	92.41	08/23
Total MCMASTER-CARR SUPPLY COMPANY:							135.90	
MERIDIAN COURT CONDOMINIUM ASSOC.								
08/02/2023	108908	MER11649-AU	18792	MERIDIAN COURT CO	100-464-43404	CAM-AUG 2023 I101	308.15	08/23
Total MERIDIAN COURT CONDOMINIUM ASSOC.:							308.15	
MISSION LINEN SUPPLY, INC								
08/02/2023	108909	519661996	6482	MISSION LINEN SUPPL	210-454-42006	UNIFORM	123.67	08/23
08/02/2023	108909	519703582	6482	MISSION LINEN SUPPL	210-454-42006	UNIFORM	113.93	08/23
Total MISSION LINEN SUPPLY, INC:							237.60	
ODP BUSINESS SOLUTIONS, LLC								
08/02/2023	108910	317044357001	19198	ODP BUSINESS SOLU	100-420-42002	OFFICE SUPPLIES	53.47	08/23
08/02/2023	108910	317070140001	19198	ODP BUSINESS SOLU	100-420-42002	OFFICE SUPPLIES	17.22	08/23
Total ODP BUSINESS SOLUTIONS, LLC:							70.69	
QUILL CORPORATION								
08/02/2023	80223102	33314976	2090	QUILL CORPORATION	100-416-42002	OFFICE SUPPLIES	12.60	08/23
08/02/2023	80223102	33356409	2090	QUILL CORPORATION	100-416-42002	OFFICE SUPPLIES	286.04	08/23
Total QUILL CORPORATION:							298.64	
SAFETY-KLEEN SYSTEMS, INC								
08/02/2023	108911	92255636	2313	SAFETY-KLEEN SYSTE	210-456-43031	HAZARDOUS WASTE	233.50	08/23

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total SAFETY-KLEEN SYSTEMS, INC:							233.50	
SHEET, THE								
08/02/2023	108912	10845	6678	SHEET, THE	300-531-43031	05/23-ADVERT	693.00	08/23
08/02/2023	108912	10896	6678	SHEET, THE	100-417-43140	06/23-PERSONNEL	99.00	08/23
Total SHEET, THE:							792.00	
SIERRA MANORS HOMEOWNERS ASSOC.								
08/02/2023	108913	AUG 2023	19351	SIERRA MANORS HOM	100-464-43404	CAM #53	427.54	08/23
Total SIERRA MANORS HOMEOWNERS ASSOC.:							427.54	
SILVER STATE INTERNATIONAL TRUCKS								
08/02/2023	80223103	X201116403:01	35	SILVER STATE INTERN	910-000-13003	PARTS	569.70	08/23
08/02/2023	80223103	X201115298:02	35	SILVER STATE INTERN	910-000-13003	PARTS	451.63	08/23
08/02/2023	80223103	X201117116:01	35	SILVER STATE INTERN	910-000-13003	PARTS	818.88	08/23
08/02/2023	80223103	X201117218:01	35	SILVER STATE INTERN	910-000-13003	PARTS	26.16	08/23
08/02/2023	80223103	X201117256:01	35	SILVER STATE INTERN	910-000-13003	PARTS	133.96	08/23
08/02/2023	80223103	X201117511:01	35	SILVER STATE INTERN	910-000-13003	PARTS	4.93	08/23
08/02/2023	80223103	X201117391:01	35	SILVER STATE INTERN	910-000-13003	PARTS	261.25	08/23
08/02/2023	80223103	X201117590:01	35	SILVER STATE INTERN	910-000-13003	PARTS	917.31	08/23
Total SILVER STATE INTERNATIONAL TRUCKS:							3,183.82	
SOUTHERN CALIF EDISON								
08/02/2023	108914	05/23-8889	145	SOUTHERN CALIF EDI	210-450-43404	05/23-BIKE TRAIL STR	48.02	08/23
08/02/2023	108914	06/23-1134	145	SOUTHERN CALIF EDI	858-438-43404	06/23-ICE RINK	1,249.96	08/23
08/02/2023	108914	06/23-8559	145	SOUTHERN CALIF EDI	100-420-43404	06/23-PD	1,025.43	08/23
08/02/2023	108914	06/23-8889	145	SOUTHERN CALIF EDI	210-450-43404	06/23-BIKE TRAIL STR	61.97	08/23
08/02/2023	108914	07/23-9768	145	SOUTHERN CALIF EDI	220-471-43404	07/23-AIRPORT	3,724.77	08/23
08/02/2023	108914	07/23-1042	145	SOUTHERN CALIF EDI	100-464-43404	07/23-L'ABRI 4	86.24	08/23
08/02/2023	108914	07/23-6190	145	SOUTHERN CALIF EDI	857-450-43404	07/23-MERIDIAN	509.22	08/23
08/02/2023	108914	07/23-4492	145	SOUTHERN CALIF EDI	100-438-43404	07/23-C CTR	286.07	08/23
08/02/2023	108914	07/23-7351	145	SOUTHERN CALIF EDI	210-450-43404	07/23-PWM	417.36	08/23
08/02/2023	108914	07/23-3857	145	SOUTHERN CALIF EDI	100-464-43404	07/23-MOUNTAIN SHA	79.10	08/23
08/02/2023	108914	07/23-7915	145	SOUTHERN CALIF EDI	100-464-43404	07/23-MOUNTAIN SHA	42.86	08/23
08/02/2023	108914	07/23-1725	145	SOUTHERN CALIF EDI	210-450-43404	07/23-PWM	391.96	08/23
08/02/2023	108914	07/23-5862	145	SOUTHERN CALIF EDI	100-464-43404	07/23-SAINT MORITZ 7	47.71	08/23
Total SOUTHERN CALIF EDISON:							7,970.67	
STEVE'S AUTO & TRUCK PARTS								
08/02/2023	108915	086087	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	45.11	08/23
08/02/2023	108915	088083	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	311.40	08/23
08/02/2023	108915	086129	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	77.52	08/23
08/02/2023	108915	087747	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	20.52	08/23
08/02/2023	108915	087812	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	9.74	08/23
08/02/2023	108915	087904	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	63.57	08/23
08/02/2023	108915	088006	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	204.52	08/23
Total STEVE'S AUTO & TRUCK PARTS:							732.38	
VERIZON WIRELESS								
08/02/2023	108916	9939251324	10652	VERIZON WIRELESS	100-467-43404	06/23-TRAILS	1,927.82	08/23

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total VERIZON WIRELESS:							1,927.82	
WHITE CAP, L.P.								
08/02/2023	108917	50023010913	19191	WHITE CAP, L.P.	210-452-42025	BARRICADE	4,040.09	08/23
Total WHITE CAP, L.P.:							4,040.09	
Grand Totals:							85,296.65	

Signature: ROBERT PATTERSON Date 8/2/2023

Signature: JAMIE GRAY Date 8/2/23

Signature: STEPHANIE TRUJILLO Date 8/2/23

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
A T & T								
08/09/2023	108919	06/23-1311	1447	A T & T	210-456-43404	06/23-PWM	33.41	08/23
08/09/2023	108919	06/23-2011	1447	A T & T	100-420-43404	06/23-PD	84.12	08/23
08/09/2023	108919	06/23-8983	1447	A T & T	100-416-43404	06/23-TOWN	18.86	08/23
08/09/2023	108919	07/23-1311	1447	A T & T	210-456-43404	07/23-PWM	33.47	08/23
08/09/2023	108919	07/23-2490	1447	A T & T	100-420-43404	07/23-PD	101.26	08/23
08/09/2023	108919	07/23-8983	1447	A T & T	100-416-43404	07/23-TOWN	122.63	08/23
Total A T & T:							393.75	
ALPINE PAINT								
08/09/2023	80923100	M0252749	5517	ALPINE PAINT	220-471-42007	PAINT/SUPPLIES	468.86	08/23
Total ALPINE PAINT:							468.86	
AMERIGAS								
08/09/2023	108920	3153076695/20	6982	AMERIGAS	100-434-43404	07/23-POOL	52.01	08/23
08/09/2023	108920	3153166115/20	6982	AMERIGAS	100-434-43404	07/23-POOL	656.22	08/23
Total AMERIGAS:							708.23	
BISHOP AUTOMOTIVE CENTER								
08/09/2023	80923101	1-66749	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	6,303.38	08/23
Total BISHOP AUTOMOTIVE CENTER:							6,303.38	
BLUEBIRD IMAGING								
08/09/2023	108921	5682	8182	BLUEBIRD IMAGING	100-432-43120	PICKLEBALL SIGN	135.77	08/23
Total BLUEBIRD IMAGING:							135.77	
CASHMAN EQUIPMENT CO.								
08/09/2023	108922	INPS3839875	49	CASHMAN EQUIPMEN	910-000-13003	PARTS	2,747.88	08/23
Total CASHMAN EQUIPMENT CO.:							2,747.88	
CHALFANT, LLC								
08/09/2023	80923102	JULY 2023	18513	CHALFANT, LLC	210-450-43031	STORAGE UNIT PWM	848.00	08/23
Total CHALFANT, LLC:							848.00	
COMMUNITY PRINTING & PUBLISHING								
08/09/2023	108923	57094	4274	COMMUNITY PRINTIN	100-417-43140	RECRUITMENT FLYER	36.98	08/23
08/09/2023	108923	57095	4274	COMMUNITY PRINTIN	100-413-42030	YEAR IN REVIEW	163.13	08/23
Total COMMUNITY PRINTING & PUBLISHING:							200.11	
CORWIN FORD RENO								
08/09/2023	108924	08/07/23	19214	CORWIN FORD RENO	915-570-48100	ADDITION TO FLEET -	43,500.00	08/23
Total CORWIN FORD RENO:							43,500.00	
DISABILITY ACCESS CONSULTANTS								
08/09/2023	108925	23-125	19203	DISABILITY ACCESS C	100-460-43031	SUBSCRIPTION	2,000.00	08/23

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total DISABILITY ACCESS CONSULTANTS:							2,000.00	
DIY HOME CENTER								
08/09/2023	108926	K05753	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	9.57	08/23
08/09/2023	108926	105865	5476	DIY HOME CENTER	100-434-45080	POOL SUPPLIES	10.66	08/23
08/09/2023	108926	106290	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	10.66	08/23
08/09/2023	108926	106359	5476	DIY HOME CENTER	210-450-42007	MAINT SUPPLIES	9.69	08/23
08/09/2023	108926	106363	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	42.15	08/23
08/09/2023	108926	106592	5476	DIY HOME CENTER	220-471-42007	MAINT SUPPLIES	47.50	08/23
08/09/2023	108926	106595	5476	DIY HOME CENTER	210-450-42007	MAINT SUPPLIES	5.81	08/23
08/09/2023	108926	106676	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	30.08	08/23
Total DIY HOME CENTER:							166.12	
ELDRIDGE ELECTRIC & SON, INC.								
08/09/2023	108927	22-381	6917	ELDRIDGE ELECTRIC	100-405-43031	CONDUIT REPAIR - DA	10,389.38	08/23
Total ELDRIDGE ELECTRIC & SON, INC.:							10,389.38	
ESTA								
08/09/2023	108928	230707-02	7884	ESTA	100-475-43031	JUNE 2023 ROUTE HR	74,414.74	08/23
Total ESTA:							74,414.74	
FEDERAL EXPRESS CORP								
08/09/2023	108929	8-205-88317	717	FEDERAL EXPRESS C	100-416-42005	SHIPPING CHGS-CA D	37.16	08/23
Total FEDERAL EXPRESS CORP:							37.16	
HIGH COUNTRY LUMBER								
08/09/2023	108930	23381	830	HIGH COUNTRY LUMB	100-434-45080	MAINT SUPPLIES	6.40	08/23
08/09/2023	108930	464625	830	HIGH COUNTRY LUMB	220-471-42007	MAINT SUPPLIES	282.24	08/23
08/09/2023	108930	26278	830	HIGH COUNTRY LUMB	100-438-45080	MAINT SUPPLIES	20.46	08/23
Total HIGH COUNTRY LUMBER:							309.10	
HOT CREEK AVIATION, LLC CAR RENTAL								
08/09/2023	108931	JUNE 2023	6622	HOT CREEK AVIATION,	220-471-43031	CAR RENTAL	333.45	08/23
Total HOT CREEK AVIATION, LLC CAR RENTAL:							333.45	
JOHNSON CONTROLS FIRE PROTECTION								
08/09/2023	108932	23641061	18436	JOHNSON CONTROLS	100-438-43031	07/23-PARKS	573.85	08/23
Total JOHNSON CONTROLS FIRE PROTECTION:							573.85	
MAMMOTH COMMUNITY WATER DISTRICT UTILIT								
08/09/2023	108933	06/23-7884	97	MAMMOTH COMMUNI	856-450-43404	06/23-OMR	74.51	08/23
08/09/2023	108933	07/23-5700	97	MAMMOTH COMMUNI	100-438-43404	07/23-CRK RST PARK	339.84	08/23
08/09/2023	108933	07/23-6000	97	MAMMOTH COMMUNI	100-438-43404	07/23-HWY LAND	67.74	08/23
08/09/2023	108933	07/23-6383	97	MAMMOTH COMMUNI	100-438-43404	07/23-CRK PARK IRRIG	277.36	08/23
08/09/2023	108933	07/23-6398	97	MAMMOTH COMMUNI	100-438-43404	07/23-C CTR	155.91	08/23
08/09/2023	108933	07/23-6440	97	MAMMOTH COMMUNI	210-456-43404	07/23-PWM	356.32	08/23
08/09/2023	108933	07/23-6564	97	MAMMOTH COMMUNI	100-434-43404	07/23-SDY RST PARK	7,348.38	08/23
08/09/2023	108933	07/23-6854	97	MAMMOTH COMMUNI	100-438-43404	07/23-SDY RST Park	368.98	08/23
08/09/2023	108933	07/23-7783	97	MAMMOTH COMMUNI	100-438-43404	07/23-OLD LIBRARY	75.27	08/23
08/09/2023	108933	07/23-7851	97	MAMMOTH COMMUNI	100-438-43404	07/23-SKATE PARK	325.56	08/23

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
08/09/2023	108933	07/23-7884	97	MAMMOTH COMMUNI	856-450-43404	07/23-OMR	67.74	08/23
08/09/2023	108933	07/23-7981	97	MAMMOTH COMMUNI	100-475-43404	07/23-TRANSIT	116.71	08/23
08/09/2023	108933	07/23-8069	97	MAMMOTH COMMUNI	858-436-43404	07/23-OLD ICE RINK	137.62	08/23
08/09/2023	108933	07/23-8520	97	MAMMOTH COMMUNI	210-450-43404	07/23-HYDRONIC SYS	30.44	08/23
08/09/2023	108933	07/23-8577	97	MAMMOTH COMMUNI	100-438-43404	07/23-PARK & RIDE	23.70	08/23
08/09/2023	108933	07/23-8657	97	MAMMOTH COMMUNI	100-420-43404	07/23-PD	203.96	08/23
Total MAMMOTH COMMUNITY WATER DISTRICT UTILIT:							9,970.04	
MAMMOTH SPA CREATIONS								
08/09/2023	108934	128227	19143	MAMMOTH SPA CREA	100-434-45080	FUSE	96.95	08/23
08/09/2023	108934	128230	19143	MAMMOTH SPA CREA	100-434-45080	TEMPERATURE SENS	96.96	08/23
Total MAMMOTH SPA CREATIONS:							193.91	
MINARET VILLAGE SHOPPING CENTE								
08/09/2023	80923103	AUG 2023	1	MINARET VILLAGE SH	100-416-45010	AUG 2023 RENT	33,470.31	08/23
Total MINARET VILLAGE SHOPPING CENTE:							33,470.31	
MISSION LINEN SUPPLY, INC								
08/09/2023	108935	519748649	6482	MISSION LINEN SUPPL	210-450-42006	UNIFORM	57.78	08/23
08/09/2023	108935	519748650	6482	MISSION LINEN SUPPL	210-455-42006	UNIFORM	109.32	08/23
08/09/2023	108935	519785392	6482	MISSION LINEN SUPPL	210-450-42006	MAINT SUPPLIES	70.53	08/23
08/09/2023	108935	519789501	6482	MISSION LINEN SUPPL	210-450-42006	UNIFORM	57.78	08/23
Total MISSION LINEN SUPPLY, INC:							295.41	
MOUNTAIN SHADOWS HOMEOWNERS' ASSOC								
08/09/2023	108936	MS17952-AUG	19168	MOUNTAIN SHADOWS	100-464-43404	CAM-AUG 2023	328.63	08/23
Total MOUNTAIN SHADOWS HOMEOWNERS' ASSOC:							328.63	
PLEXUSGLOBAL								
08/09/2023	108937	16313	18747	PLEXUSGLOBAL	100-417-43140	MEDICAL EXPENSE	76.00	08/23
Total PLEXUSGLOBAL:							76.00	
SAMBASAFETY								
08/09/2023	108938	INV01192010	18151	SAMBASAFETY	100-417-43140	JULY 2023	265.04	08/23
Total SAMBASAFETY:							265.04	
SIERRA AUTO BODY WORKS								
08/09/2023	108939	10819	19324	SIERRA AUTO BODY W	910-000-13047	VEH 0108 DIV 01	3,375.97	08/23
Total SIERRA AUTO BODY WORKS:							3,375.97	
SILVER STATE INTERNATIONAL TRUCKS								
08/09/2023	80923104	X201117179:01	35	SILVER STATE INTERN	910-000-13003	PARTS	215.16	08/23
08/09/2023	80923104	X201117846:01	35	SILVER STATE INTERN	910-000-13003	PARTS	1,653.67	08/23
08/09/2023	80923104	X201117951:01	35	SILVER STATE INTERN	910-000-13003	PARTS	569.70-	08/23
Total SILVER STATE INTERNATIONAL TRUCKS:							1,299.13	
SOUTHERN CALIF EDISON								
08/09/2023	108940	07/23-4494	145	SOUTHERN CALIF EDI	210-450-43404	07/23-PWM	4,686.21	08/23
08/09/2023	108940	07/23-4188	145	SOUTHERN CALIF EDI	100-438-43404	07/23-LIGHTS	509.15	08/23

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08/09/2023	108940	07/23-7919	145	SOUTHERN CALIF EDI	100-416-43404	07/23-REC	609.39	08/23
Total SOUTHERN CALIF EDISON:							5,804.75	
SOUTHERN MONO HISTORICAL SOCIETY, INC.								
08/09/2023	108941	FY 2023/24	2458	SOUTHERN MONO HIS	100-416-44220	HAYDEN CABIN	50,000.00	08/23
Total SOUTHERN MONO HISTORICAL SOCIETY, INC.:							50,000.00	
TAPCO								
08/09/2023	108942	I758341	10531	TAPCO	100-405-43031	TRAFFIC SUPPLIES	10,695.39	08/23
Total TAPCO:							10,695.39	
WESTIN MONACHE INTRAWEST HOSPITALITY MGM								
08/09/2023	108943	1000069285	8322	WESTIN MONACHE IN	100-416-43031	BANQUETS	3,229.62	08/23
Total WESTIN MONACHE INTRAWEST HOSPITALITY MGM:							3,229.62	
WHITE CAP, L.P.								
08/09/2023	108944	50023010566	19191	WHITE CAP, L.P.	210-452-42025	SNOW POLES	71,761.50	08/23
Total WHITE CAP, L.P.:							71,761.50	
Grand Totals:							334,295.48	

Signature: SANDRA MOBERLY Sandra Moberly Date 8.9.23

Signature: JAMIE GRAY Jamie Gray Date 8/9/23

Signature: STEPHANIE TRUJILLO Stephanie Trujillo Date 8/9/23

Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Approve agreement with Peckham & McKenney to assist the Town Council in the recruitment and selection of a new Town Manager.

Council Meeting Date: 8/16/2023

Prepared by: Mayor Pro Tem Bill Sauser
Councilmember Amanda Rice

Recommended Motion: Approve and authorize the Mayor to sign an agreement with Peckham & McKenney to assist the Town Council in the recruitment and selection of a new Town Manager.

Summary:
Mayor Pro Tem Sauser and Councilmember Rice interviewed two executive search firms to assist the Town Council in the recruitment and selection of a new Town Manager. Town Manager Holler assisted with the process. The recommendation is to contract with Peckham & McKenney. A proposed agreement is provided for consideration. The scope of work is attached to the agreement. The agreement has a fixed price of $30,000, with additional costs for additional services as noted in the proposal. The scope of work provided in Attachment A to the agreement outlines the process that will be used to assist the Council in the selection of the next Town Manager. A draft detailed schedule for the recruitment process is provide as the last page of Attachment A. Council will need to confirm the key meeting dates, including:

Candidate Profile Development
Virtual meetings scheduled with each Councilmember from September 18-29
Council may request consultant to interview other community members.
October 4, 2023, **Regular Council meeting** to finalize the candidate profile (Contractor in Person)

Candidates Recommended for Interviews
December 13, 2023 – A **Special Council meeting** to review recommended candidates for interviews (Contractor will attend virtually)

Candidate Interviews – Proposed two step interview process. (Contractor in Person)
January 11, 20024, Interview by professional panel to rank/recommend candidates for Council Interview
January 12, 2024 - **Special Council meeting** to interview and select top candidate.

Formal appointment date to be set through employment contract negotiations.

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

August 16, 2023

Re: Letter Agreement for Town Manager Recruitment.

Dear Roberta Greathouse, Executive Recruiter, Peckham & McKenney:

PARTIES: This letter shall be our agreement ("Letter Agreement") regarding the professional related services described below ("Services") to be provided by City Management Advisors LLC, dba Peckham & McKenney Executive Search ("Contractor") for the Town of Mammoth Lakes ("Town") in connection with Town's Town Manager recruitment process. Contractor is retained as an independent contractor and is not an employee of the Town.

SERVICES; SCHEDULE OF PERFORMANCE; INSURANCE: The Services to be provided shall be as set forth in Exhibit "A", attached hereto and incorporated herein by reference. The schedule for the Services shall be as set forth in Exhibit "A". Contractor shall, at all times during this engagement, maintain the insurance listed in Exhibit "A".

GUARANTEE/ WARRANTY: If a candidate selected and appointed by Town terminates employment, or is terminated from employment, for any reason before the completion of the first 12 months of service, Contractor shall provide Town with the necessary services required to secure a replacement Town Manager. Such services shall be provided at no cost to the Town, other than Town reimbursing Contractor for actual expenses incurred in the second recruitment, currently estimated to be $8,000.

STANDARD OF CARE: Contractor shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws.

COMPENSATION: Town shall compensate Contractor for the Services in the amount of thirty thousand dollars ($30,000). Contractor shall submit invoice(s) to Town consistent with billing schedule stated in Exhibit "A" attached hereto and incorporated herein.

LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS: Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements.

GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE; ATTORNEYS' FEES: This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Mono County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et

seq. prior to filing any lawsuit against the Town. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Town. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Letter Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorney's fees, as determined by the court.

ASSIGNMENT; AMENDMENT: Contractor shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the Town, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. There are no intended third-party beneficiaries of any right or obligation of the Parties.

ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below. A fully executed copy will be returned for your records.

TOWN OF MAMMOTH LAKES

Approved by:

_____
John Wentworth
Mayor

Approved as to Form:

_____
Andrew Morris
Town Attorney

CONTRACTOR
Peckham & McKenney
Reviewed and Accepted by Contractor

_____
Roberta L. Greathouse
Executive Recruiter
Peckham & McKenney

_____
Date

ATTACHMENT A

PECKHAM & MCKENNEY
EXECUTIVE SEARCH

August 7, 2023

Honorable Mayor Wentworth
and Members of the Town Council
c/o Dan Holler, Town Manager
437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546

Sent Via PDF/Email To: tholler@townofmammothlakes.ca.gov

Dear Mayor Wentworth and Members of the Town Council,

Thank you for the opportunity for Peckham & McKenney to work with the Town of Mammoth Lakes in its search for a new Town Manager. It will be an honor to represent the Council in this important search.

As a boutique firm that specializes in recruitments for small and medium size communities, Peckham & McKenney is focused on serving our clients for achieving successful and long-term placements. From years of experience and conducting searches for resort and destination communities, we know the significance of conducting an effective search, the importance of finding a good fit for positions, the necessary steps for completing a successful process, and the process for achieving a positive outcome. As such, we are known for actively searching for candidates, regularly updating our clients, and communicating with applicants for mutual and collective success.

On behalf of Peckham & McKenney, I will serve as your Recruiter. As a former Human Resources Director and Acting City Manager, and with years of recruiter and hiring experience, I am exceptionally prepared and well-positioned to conduct this recruitment. Being familiar with the Town of Mammoth Lakes, we also recognize the importance the Town places on tourism and maintaining an excellent quality of life and community character.

Attached to this cover letter is our proposal that includes detailed information regarding Peckham & McKenney and the background of our team, the search process and timeline, and

client references. The cost to conduct this recruitment will be $30,000, which includes in person meetings for the recruitment organization meeting (October 4, 2023), the panel interviews, and selection interviews with the Town Council.

I would be pleased to talk about our firm and the recruitment process as well as answer any questions you may have. I can be reached directly at (831) 998-3194. Thank you for the opportunity to work with you.

Sincerely,

Roberta Greathouse

Roberta Greathouse
Executive Recruiter
Peckham & McKenney
www.PeckhamAndMcKenney.com
Roberta@PeckhamandMckenney.com

866.912.1919 (office)

Enclosure:
Town of Mammoth Lakes Recruitment Proposal

Attachments: Example City of Big Bear Lake Candidate Profile

PECKHAM & MCKENNEY
EXECUTIVE SEARCH

Town of Mammoth Lakes

Recruitment Proposal For Town Manager

August 7, 2023

TABLE OF CONTENTS

THE FIRM 1
Peckham & McKenney
Our Reputation
"All about fit"

EXPERIENCE 3

YOUR RECRUITMENT TEAM 4
Our Approach
Your Team

THE SEARCH PROCESS 6

THE SEARCH SCHEDULE 12

COST OF SERVICES 13
Cost of Services
Additional Service Costs
Process of Payment
Insurance

GUARANTEE AND ETHICS 15
Placement Guarantee
Reopening the Recruitment
Ethics

CLIENT REFERENCES 16

DIVERSITY STATEMENT 17

THE FIRM

Peckham & McKenney - Peckham & McKenney provides executive search services to local government agencies throughout the western United States and is headquartered in Roseville, California. Under the leadership of Anton "Tony" Dahlerbruch, continuing the values and principles as founded by Bobbi Peckham and Phil McKenney in June 2004, Peckham & McKenney has a strong and well-recognized reputation as a leader of successful local government recruitments. The team of Peckham & McKenney executive recruiters, based in northern and southern California, bring numerous decades of experience in local government and executive search to achieving effective placements that align with agency's unique needs and interests. We are supported by administrative and research specialists, marketing and design professionals, a web technician, and distribution staff.

Since 2004, Peckham & McKenney has conducted more than 650 executive level recruitments in Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming. On behalf of elected Councils, City Managers, and Department Heads throughout the West, we have successfully placed hundreds of local government professionals including City and County Managers and Assistants, Police and Fire Chiefs, Department Heads, and mid-level Managers. In addition, Peckham & McKenney has placed hundreds of executives and organizational leaders in the areas of information technology, public safety (police and fire), community development and planning, economic development, public works and engineering, finance, human resources, city clerk, library services, parks and recreation, and community services.

Peckham & McKenney was established and performs on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, responsive service, and a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a "people" related industry and that attention to others' needs is the key to providing effective customer service.

Our Reputation -Peckham & McKenney is one of the most trusted and respected executive recruitment firms in the country. Time and again, we receive unsolicited compliments from clients and candidates relating to our integrity and high ethics, follow-through, and service. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has led to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials to their experiences with us, which you can find on our website at www.PeckhamAndMcKenney.com.

"All about fit" -We recognize that every agency and community we serve is unique, and the candidate you ultimately select must "fit." We take the time to become familiar with your community, organizational culture, and issues and challenges in order to identify and recruit the best candidates for your consideration.

Our Commitment to the Future -At Peckham & McKenney, we are committed to local government and sensitive to the challenges and issues faced by our clients and candidates. We have

provided numerous workshops and training sessions to up-and-comers, mid-career professionals, executives, and professional organizations, as well as free webinars on resume and interview preparation and general career guidance. Over the years, we have also actively supported the League of California Cities (CalCities), Institute for Local Government (ILG), the International City/County Management Association, and many professional associations directly and/or through committees, panels, and task forces.

EXPERIENCE

Our Experience

Bringing more experience to local government executive search than any other California recruiter, Peckham & McKenney has successfully completed numerous searches; please view our website here to see a comprehensive list of all our searches by title and agency.

Several of our California Town/City Manager and County Administrator searches since 2019 include:

City of Auburn
City of Barstow
City of Belmont
Town of Mammoth Lakes
City of Brentwood
Butte County
City of Camarillo
Contra Costa County
City of Corcoran
City of Duarte
City of Fort Bragg
City of Galt
Napa County
City of Oakley
City of Rancho Palos Verdes
City of Rocklin
City of San Dimas
San Joaquin County
City of Seaside
Solano County
City of South Gate
City of Watsonville
City of Winters

YOUR RECRUITMENT TEAM

Our Approach

With every Peckham & McKenney recruitment, your Recruiter has the entire Peckham & McKenney team of Recruiters and administrative personnel for backup, support, collaboration, and sourcing. However, when you retain Peckham & McKenney, your Recruiter serves as your single point of contact throughout the entire search process and is fully responsible for its success. Moreover, in order to fully focus on your search and finding applicants that fit with the ideal candidate you are seeking, your Recruiter also maintains no more than six active searches.

The Executive Recruiter for you in this search is Roberta Greathouse.

Roberta is a dynamic professional with strong leadership, critical thinking, and problem-solving skills. She enjoyed a 34-year career in the public sector, retiring from the City of Seaside as the Human Resources Director and Risk Manager. Roberta has experience in every aspect of human resources including labor and employee relations, recruitment, selection, classification and compensation, employee benefits, workers' compensation, and employee development. Roberta led the City through a myriad of organizational challenges including multiple rounds of layoffs and labor concessions due to economic crises.

Roberta served as the City's Acting City Manager for almost one year during a time of unprecedented City growth in the areas of economic development and capital improvement. Roberta was recognized for being an accessible and collaborative leader with outstanding organizational, communication, and customer service skills.

Prior to joining Seaside's team, Roberta served the City of Monterey for 18 years. She worked in a variety of roles in the Public Facilities, Human Resources, and Fire Departments. As the manager of the fire administration division, Roberta had the opportunity to negotiate and manage fire protection contracts with the Army and two local jurisdictions and she established the first activity based costing system for the department.

Roberta holds a Bachelors degree from Colorado State University, is a Senior Certified Human Resources Professional (IPMA-SCP), and certified Risk Management Practitioner (RMP). She was nominated for the California Joint Powers Insurance Authority's coveted Capstone Award in 2016 for her leadership in Risk Management.

Joyce Johnson, Operations Manager

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

Tayler Bergstrom, Research Associate

Tayler Bergstrom joined Peckham & McKenney in 2022 and currently serves as a Research Associate. Tayler is currently pursuing a PhD at UCLA where she worked previously as a lab manager overseeing various research projects. Prior to that, Tayler graduated from UC San Diego with a Bachelor of Science degree in Psychology.

Linda Pucilowski, Graphic Designer

With nearly 30 years of experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm's "go-to" professional for all advertising and brochure design and creation. Ms. Pucilowski holds a Bachelor's degree from California State University, Sacramento.

Rachel Moran, Website & Social Media Specialist

Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her Bachelor's degree in Fine Arts with a concentration in Graphic Design.

THE SEARCH PROCESS

A standard search process takes 12 to 14 weeks to conduct. While it is our intent to customize the search process and project schedule to fit the specific interests and needs of the Town of Mammoth Lakes, the **Town Manager** search process typically includes the following steps:

Project Organization – Prior to beginning the recruitment, necessary documentation (contract, insurance, business license, retainer invoice, etc.) will be processed. We ask that the Town identify a single point of contact that will serve as our liaison throughout the recruitment, providing necessary information to us, responding to our questions, and receiving and distributing all correspondence. A single point of contact will ensure timely and clear communication throughout the process.

We will request a conversation with the Mayor and Town Council to discuss the process, listen to specific desires and expectations, and respond to any questions or concerns. We will discuss the parameters of the search, receiving input about the ideal candidate, outreach efforts, the search timeline, compensation, and confirm future meeting dates. This conversation is scheduled with the Mayor and Town Council member concurrent with Development of the Candidate Profile (see below). During this phase of the process, we will also discuss and determine the extent of involvement of individuals in the search process.

In this phase of the process, we will also discuss with the Mayor and Town Council the finalist interview process and the various components to be considered. Ms. Greathouse will provide recommendations on best practices. Please note that decisions on the extent of involvement of others as well as additional components to the finalist interview process will impact the search, search timeline, and ultimately the cost of the recruitment process.

Development of the Candidate Profile (In Person - meeting #1) – This step provides for the development of the Candidate Profile that will serve as a guide in the identification of potential candidates, outreach and recruitment efforts, screening and selection of your next Town Manager. The Candidate Profile includes information relating to the Town of Mammoth Lakes; current and future issues and opportunities; expectations, goals, and objectives leading to the success of the new Town Manager; and the background and experience, leadership style, skills and abilities, and personality traits of the ideal candidate.

Ms. Greathouse will develop this profile following conversations with the Mayor and each Town Council Member, as well as individual or group discussions with others as indicated by the Council, including the Town's leadership team and other individuals identified in the initial conference call (see Project Organization above). This can also include outreach to select labor representatives, appointed commission or committee members, business leaders, and community stakeholders designated by the Mayor and Town Council. Individual phone conversations will be held via Zoom.

Our proposal include one in person meeting with the Town Council and up to the equivalent of two days of virtual meetings to develop the Candidate Profile. We will request information relating to compensation and benefits, organization charts, and budget data. In addition, we will request high-resolution photos to be used in an attractive brochure to market the opportunity.

A draft of the Candidate Profile will be provided to our point of contact for review. We ask that all revisions and corrections be provided to us in a timely manner in order to maintain the agreed-upon search timeline. Our marketing and design professional will then prepare an attractive marketing brochure incorporating the Candidate Profile. This brochure will be distributed among identified industry professionals. Copies of the brochure will also be made available to the Town.

Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Social media, including LinkedIn and other platforms, will be used as appropriate. Full information on the position will be posted on the Peckham & McKenney website and provided to the Town for posting on its website as well.

Recruitment –The main focus of our outreach will be direct phone contact with quality potential candidates. With over 60 combined years of executive search experience, we are personally familiar with potential applicants, have developed an extensive candidate database that is continuously updated, and well connected to seasoned professionals for finding well-qualified referrals. We take pride in the placement of women and applicants of diverse backgrounds, and are known for long, successful tenures of candidates selected by the agency. Our recruiting efforts will focus on direct and aggressive recruiting of individuals aligned with the experience, background and knowledge determined during the Candidate Profile Development. Outreach will be also consistent with the conversations and plans / goals for finding the ideal candidate as discussed during the Candidate Profile Development. We believe direct recruiting produces the most qualified candidates.

Throughout this active search process, we will regularly update the Town on the recruitment status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will "team" with the Mayor and Town Council to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating "surprises" once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged within 48 hours, and we will personally respond to all inquiries. Once the resume filing deadline has passed, we will update the Town on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

Preliminary Interviews – Upon our review of the resumes received, supplemental questionnaires may be sent to candidates who appear to align with the Candidate Profile. The supplemental questionnaire is intended, in part, to ascertain the applicant's familiarity with the Town and writing ability; applicants will be asked to address a few questions pertaining to the position that are based on information learned during Candidate Profile Development.

Ms. Greathouse will conduct preliminary interviews with the individuals that most closely align with the Candidate Profile. Internet research will be conducted so that we may probe the candidate regarding any areas of concern.

Candidates will be advised of the search schedule and updated regularly as to their status.

Recommendation of Candidates/Selection of Finalists (virtual - meeting #2) – A bound report will be provided to the Mayor and Town Council prior to our meeting to discuss our recommendation of leading candidates for further consideration. This report will include a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of approximately 4 to 8 recommended candidates. We may include a first and second tier of candidates within our recommendation.

Ms. Greathouse will meet with the Mayor and Town Council in a 1 to 2 hour meeting and will provide an overview of each recommended candidate for the Mayor and Town Council to determine who to interview. Once a group of finalists has been selected by the Mayor and Town Council, we will revisit early decisions during Project Organization relating to the finalist interview process.

Peckham & McKenney will notify all candidates of their status. Those candidates selected as finalists will be notified and provided with all necessary information to attend finalist interviews with the Town. We will prepare an interview schedule and confirm with our point of contact all necessary details.

If necessary, finalists will make their own travel plans and reservations. It is customary that the Town reimburse finalists for round-trip airfare, car rental, and lodging necessary to attend the interviews with the Town. We will confirm this with the Mayor and Town Council at our meeting to recommend candidates.

Finalist Interview Process (on-site - meeting #3 and #4)

Finalist Interview Process – Ms. Greathouse will provide facilitation during the finalist interview process which will occur *on-site*. An orientation session will be held at the beginning of the process, and we will facilitate a review and discussion of the finalists at the end of the day. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided. Again, a standard finalist interview process of the leading 4 to 8 candidates is typically conducted within 1 day. Should the process desired by the Mayor and Town Council require more than 1 day, an additional fee will be charged.

(Second Round – as necessary; held on consecutive day as First Round) – Ms. Greathouse will provide *on-site* facilitation during this second round of interviews with the leading 2 to 3 finalists. Typically, these interviews are more in-depth, informal conversations that will ultimately lead to the selection of a finalist candidate. With ultimately selecting a finalist candidate, the Mayor and Town Council will discuss the contract and compensation for making

a conditional offer of employment. Should the second round of interviews require more than 1 day, an additional fee will be charged.

Qualification – Once the finalist candidate has been selected and a conditional offer has been made by the Town of Mammoth Lakes, a thorough background check will be conducted that is compliant with the Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act. Peckham & McKenney utilizes the services of Sterling Talent Solutions (www.sterlingtalentsolutions.ca), the world's largest company focused entirely on conducting background checks. This investigation will verify professional work experience; degree verification; certifications; and criminal, civil, credit, and motor vehicle records. We encourage our clients to consider further vetting the candidate through a Department of Justice LiveScan in order to ensure that all known criminal history records (beyond seven years) are investigated.

Ms. Greathouse will also personally contact professional references, and a full report will be provided. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the Town of Mammoth Lakes.

Peckham & McKenney's qualification process of internet-based research, background checking through Sterling Talent Solutions, and reference checking has proven successful for our clients through the years. In addition to relying on our services, clients are encouraged to utilize the background checking protocols they normally would use in hiring a position of this type. Enhanced reference checking and background investigation, if any, beyond the scope of this proposal is the client's responsibility.

SEARCH SCHEDULE

This sample schedule anticipates a 14-week process. It can be tailored to achieve the interests of the Town of Mammoth Lakes relative to receiving input in preparation of the Candidate Profile and the interview process.

	ACTIVITY	TIME FRAME
I.	**Project Organization**	**Pre-Recruitment**
	• Conference call/meeting to discuss the recruitment process	
	• Formalize project schedule	
II.	**Development of Candidate Profile**	**Two Weeks**
	• In person meeting #1 with the Town to discuss Candidate Profile	
	• Develop Candidate Profile/Marketing Brochure and obtain approval	
	• Develop advertising and recruiting plan	
III.	**Recruitment**	**Six Weeks**
	• Advertise, network, and electronically post in appropriate venues	
	• Distribute candidate profile to industry professionals	
	• Post opportunity on Peckham & McKenney website	
	• Focused outreach to individuals aligned with the Candidate Profile	
	• Respond to all inquiries and acknowledge all resumes received within 48 hours	
IV.	**Preliminary Interviews**	**Two Weeks**
	• Screen resumes and conduct Internet research	
	• Identify leading candidates and request supplemental questionnaires	
	• Review supplemental questionnaires	
	• Conduct preliminary interviews with leading candidates	
V.	**Recommendation of Candidates/Selection of Finalists**	**One Week**
	• Provide written recommendation of candidates to the Town	
	• Virtual meeting to provide overview of recommended candidates	
	• Town selects finalist candidates for finalist interview process	
	• Peckham & McKenney notifies all candidates of status in recruitment process	
VI.	**Finalist Interview Process**	**Two Weeks**
	• In Person Meeting #2 & #3 to facilitate finalist interviews	
	• Assist Town throughout process and provide recommendations	
	• Town selects candidate or leading 2-3 candidates for further consideration	
	• Town conducts second interview process on consecutive day.	
VII.	**Qualification**	**One Week**
	• Conduct thorough background and reference checks on leading candidate	
	• Provide negotiation assistance	
	• Exceed expectations and successfully place candidate who "fits"	

In today's competitive recruiting environment, our goal is to make the process as efficient and effective as possible; as such, we ask that our clients work with us to identify future meeting dates that will be published within the Candidate Profile. This will ensure that the momentum of the search process is consistent and that all parties are available thereby leading to a successful result.

COST OF SERVICES

Cost of Services

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all- inclusive fee. Over years of experience, we have found that an all-inclusive fee is simpler, cost-effective, and efficient. This also provides that the client knows the full, complete fee for our service; we do not invoice for "reimbursement" for any portion of the recruitment.

Our fee to conduct the search process for your next Town Manager is $30,000. Our all-inclusive fee includes all professional fees and expenses (out-of-pocket costs associated with advertising, consultant travel, administrative support / printing / copying / postage / materials, telephone / technology, internet research on recommended candidates, and full background check on selected finalist only).

The fees quoted above are for a full recruitment process as described in The Search Process, including the meetings as specified in the Search Process. We aim to be competitive and responsive to your interests and as such, we are pleased to discuss the fee further.

Additional Service Costs

The following "menu" details fees for additional requested services. Some fees may be negotiated.

Additional meeting day (meetings not detailed herein)	$500 - $1,000/mtg + travel exp
Each additional full background check	$500/each
Additional placement within organization*	$5,000 (if selected within one year)

*If the Town of Mammoth Lakes hires an additional candidate from among those recommended for another position within one year of the close of the recruitment, a fee of $5,000 will be charged to the Town.

Process of Payment

One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront, and necessary expenses incurred by Peckham & McKenney on the Town's behalf for recruitment preparation, Candidate Profile preparation and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second third of the full payment will be invoiced one month from contract execution, and it is due within 30 days following the invoice date. The final third of the full payment will be invoiced two months from contract execution, and it is due within 30 days following the invoice date.

If the Town of Mammoth Lakes requires a different payment schedule, this must be agreed upon within the contract. Peckham & McKenney expects payment of all invoices in a timely manner.

Agreement

Peckham & McKenney is the operating name of City Management Advisors LLC, Anton Dahlerbruch, Managing Member.

Insurance

City Management Advisors doing business as Peckham & McKenney carries Professional Liability Insurance ($1,000,000 limit), Commercial General Liability Insurance ($2,000,000 General Liability, and $4,000,000 Products) and Automobile Liability Insurance ($1,000,000). Our Insurance Broker is B&B Premier Insurance Solutions, Agoura Hills, CA, and coverage is provided by Sentinel Insurance Company and Hiscox Insurance Co. Limited.

Necessary insurance documentation will be provided to the Town of Mammoth Lakes in a timely manner.

GUARANTEE AND ETHICS

Placement Guarantee Our placement record is particularly strong in that 89% of the candidates we have placed remain in those positions for over five years. In the unlikely event, however, that a candidate recommended by our firm (external candidates only) leaves your employment ***for any reason within the first year from the date of appointment*** (except in the event of budgetary cutbacks, promotion, position elimination, or illness/death), we agree to provide a one-time replacement for the costs of expenses (approximately $8,000).

Reopening the Recruitment Throughout the recruitment process, all our efforts are made to ensure a successful placement of a candidate who fits the Candidate Profile. It is extremely rare that our recruitment process fails to produce qualified and a preferred candidate in the first instance. If the search process, however, does not produce qualified candidates and / or a successful placement, we will conduct a second recruitment process for the costs of expenses (approximately $8,000).

As Albert Einstein said, the definition of insanity is "doing the same thing over and over again and expecting different results." Prior to reopening the recruitment, we will thoroughly review with the Town what adjustments in approach, compensation, or other variables may be necessary to ensure a successful outcome.

Ethics Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Conversely, no candidate should ever enter a new career opportunity without full disclosure of any organizational "issues".

- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted.

- As recruitment professionals, we do not recruit our placements -- ***ever***. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor to alert them of their intent.

- During an active engagement, we do not recruit staff from our client agencies for another recruitment. Nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.

- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we ***always*** represent and speak of our clients in a positive manner; during the recruitment engagement as well as years after.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients to inquire about their experience with Peckham & McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in this proposal.

Testimonials from clients and candidates are at https://www.peckhamandmckenney.com/testimonials.

Please feel free to call any of the communities listed herein, or on our website here, or as follows as a reference about the firm, our recruiters, and our service. Additionally, you may contact any of Roberta's references:

City of Colton

Bill Smith, City Manager, (909) 370-5051, BSmith@coltonca.gov

Tom Cody, Human Resources & Risk Management Director, (909) 370-5063; tcody@coltonca.gov

Town of Fairfax

Heather Abrams, Town Manager, (415) 453-1584; habrams@townoffairfax.org

City of Seaside

Craig Malin, former City Manager, (563) 529-1542; craigthomasmalin@gmail.com

Donna Williamson, Attorney, Liebert Cassidy Whitmore (retired); (415) 309-4837

City of Sand City

Vibeke Norgaard, City Manager, (415) 516-6674; vibeke@sandcityca.org

Additional references will be provided on request.

DIVERSITY STATEMENT

Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides.

Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all our recruitments.

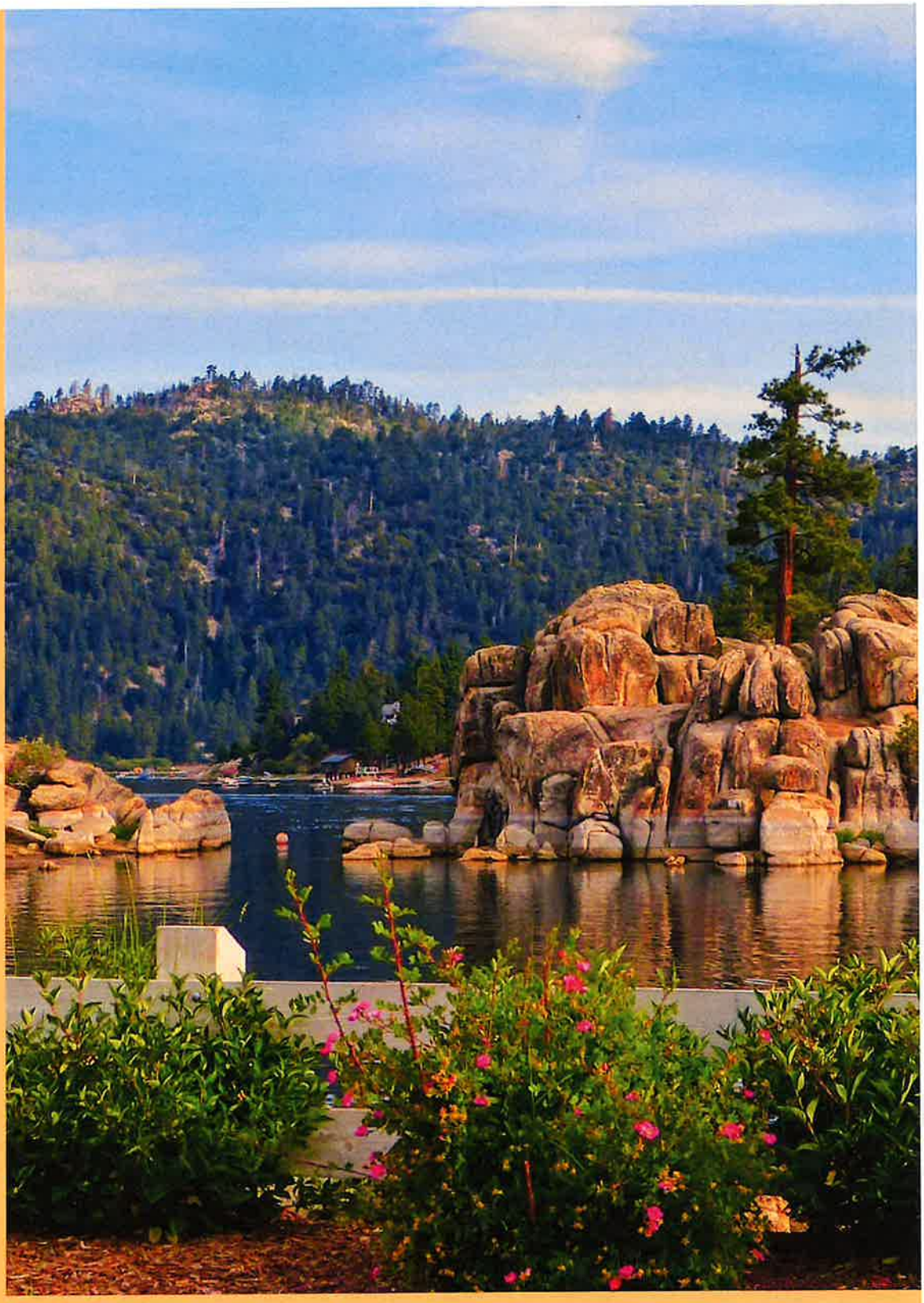
Our average for female and minority placements since 2015 is approximately 53%. Of that average, 37% of our placements are female.

Firm founder Bobbi Peckham has a 30-year legacy as a champion of women seeking executive leadership positions within local government, succeeding in the field and promoting women as few other have. The Peckham & McKenney team continues to go to great lengths to support women, people of color, and all diversity in the management profession and in the recruitment and hiring processes.

In addition to all other outreach methods, our firm utilizes the National Diversity Network, which ensures placement of your opportunity with the following online platforms.

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women's Job Network

Peckham & McKenney
"All about fit"



City Manager

City of Big Bear Lake, California

"Southern California's Premiere Four Season Resort Community"

PECKHAM & MCKENNEY
EXECUTIVE SEARCH

The Community

The City of Big Bear Lake, with its exceptional year-round recreational amenities, serves as Southern California's premier four season resort community. Located 6,752 feet above sea level, within a two-hour drive of the Los Angeles-Orange County metropolitan areas, and approximately three hours from San Diego, Santa Barbara and Las Vegas, Big Bear Lake is nestled in the mountains of the San Bernardino National Forest. The community's natural beauty, stunning scenery, and name-sake beautiful fresh water lake includes alpine terrain with more than 60 miles of hiking trails to an elevation of approximately 9,000 feet. The weather is spectacular with the sun shining more than 300 days a year, beautiful winter snowfall, mild spring and summer temperatures, as well as a colorful fall. In and near the City are two renown mountain resorts for skiing, snowboarding and mountain biking. Other attractive recreational venues provide opportunities for fishing, scenic sky chair rides, golf, boating marinas, and an intimate alpine zoo. The City's vibrant downtown, better known as The Village, is also one of the most significant destinations in the region for dining, entertainment, shopping and social gatherings.

The City of Big Bear Lake's year-round population of approximately 5,500 is supplemented weekends by visitors and robust tourism that on average expand the daily and overnight population to between 40,000 and 100,000. To accommodate the influx of visitors, rustic lodges contemporary hotels, unique Bed & Breakfast inns and a wide variety of vacation rentals are available.

To learn more about this beautiful resort community, please visit **www.citybigbearlake.com** or **www.bigbear.com**.

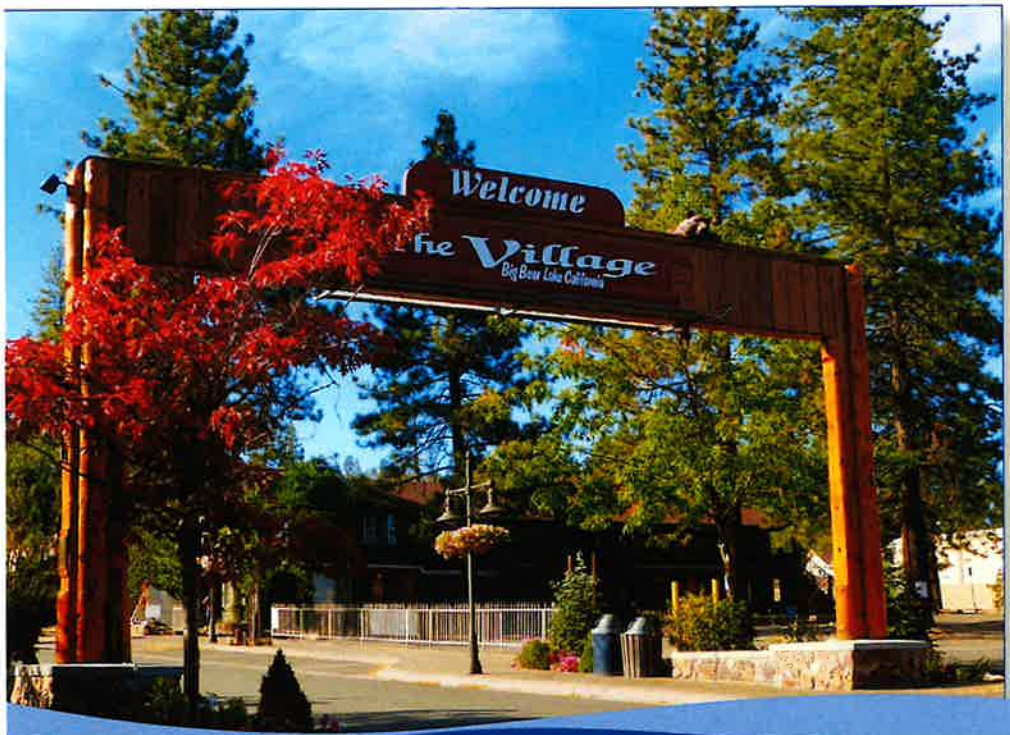
The Organization

The City of Big Bear Lake was incorporated in 1980 and is a charter city operating under the Council-Manager form of government. Five (5) City Council members are elected by district and serve overlapping four-year terms. The Mayor is selected annually from among the City Council members. While elections are scheduled for 3 seats in November 2022 with a potential initiative and recall, the City is fortunate to have enjoyed a history of long-serving City Council members, professionalism, sound governance, and organizational stability.

As a premiere year-round resort community that attracts visitors from throughout and beyond California, the City of Big Bear Lake provides a variety of public services that are greater than its permanent population and cities of comparable size. The City is financially stable, has very little debt and has a fiscally conservative **2021-2022 fiscal year budget** slightly greater than $67 million. Major revenue sources are property tax, transient occupancy tax and sales tax. The budget is comprised of approximately $20 million for capital improvements and $21 million for operations with approximately $15 million maintained as its total Fund balance.

Appointed by the City Council, the City Manager is responsible for carrying out the policies and goals of the City Council, managing the day-to-day operations and obligations of the City, and overseeing the staff team of 65 (FTE) talented individuals. The organization's exceptional workforce serves in 5 **departments** consisting of: City Clerk/Human Resources, Administrative Services, Public Services, Tourism Management and Community Development. Legal services are provided by contract with Best Best & Krieger. The San Bernardino County Sheriff's Department provides law enforcement services. Fire and ambulance services are provided by the Big Bear Fire Authority, and the City's water utility (Department of Water & Power) is the City's only Enterprise Fund.

The City's 8% transient occupancy tax provides remarkable trails and hiking venues, community enhancements, and infrastructure improvements for the benefit of the community and visitors. As such, the Moonridge Corridor project that is under construction will offer additional recreational amenities as well as dining and shopping opportunities located near the new Big Bear Alpine Zoo and the stunning Executive nine-hole golf course for visitors and residents to enjoy. In support of providing positive visitor experiences and attract tourism while concurrently maintaining excellence in public services for residents, the City additionally has a Tourism



Business Improvement District (TBID) that is funded by an assessment on overnight visitors and mountain resort ticket sales. Renewed in 2021 for a 10 year period, the TBID assessments are collected by the City of behalf of Visit Big Bear, the City's hospitality agency. These pass-through assessments provide a specific benefit (e.g., marketing) to the assessed businesses and are utilized by Visit Big Bear for destination marketing and to enhance guest experiences.



The Position

This exciting opportunity provides an opportunity for an up-and-coming star, mid-career public executive, or even a retired annuitant coming from a CalPERS to serve in a long legacy of excellent past City Managers and work with a dedicated and caring team of individuals. In turn, the ideal candidate is a confident and seasoned leader with a passion for public service. An experienced executive or department head with exceptional management and personnel skills would thrive in this dynamic environment. The City of Big Bear Lake is looking for a visionary that can identify and address future opportunities, a resource for new ideas and creativity, a collaborator and facilitator for resolving complex management, interpersonal, and project related issues, and a relationship builder for working with diverse communities, stakeholders and interest groups.

The ideal candidate would be looking toward achieving the **City's mission, vision and values** established in April 2021

"To become a world-class mountain resort community, while preserving our small-town atmosphere and charm, where the appearance and quality of the built environment matches the exceptional appearance and quality of our natural environment,".

To best accomplish the City's goals and objectives, the most suited candidate is described as an individual with a combination of excellent judgement; management skills and technical knowledge; resiliency, confidence and humility; communication expertise; emotional intelligence and political savvy; ethics and honesty; and interpersonal skills to:

- Achieve the City Council's goals and infrastructure projects
- Recognize and embraces diverse opinions and interests
- Effectively and intelligently prioritize and balance interests
- Communicate effectively
- Inform and educate others for attaining progress and to achieve desired ends
- Empower, mentor, support focus, and back the staff team for success
- Serve as a trusted, respected and apolitical resource
- Understand how and what to do for moving an organization forward
- See and embrace opportunities for improvement and efficiencies
- Effectively handle adversity
- Instill and maintain a sense continuity, balance, stability and trust in the delivery of city services
- Support and maintain an optimistic attitude and demeanor
- Build and support collaboration and a sense of community



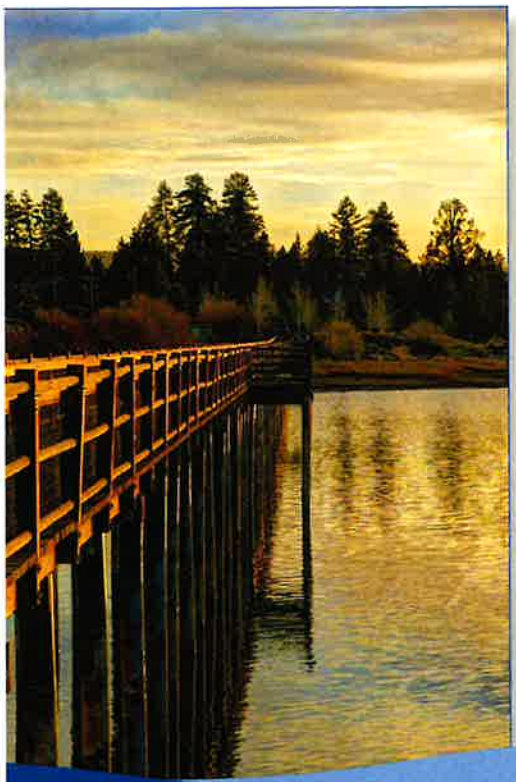
The new City Manager will facilitate long-range and current capital improvement projects, (e.g., Moonridge Corridor project, park improvements and linking trails, improving roads and addressing traffic, etc.) in addition to collaborating on significant Valley-wide projects (e.g., "Replenish Big Bear" water reuse project); property negotiations; land use and development; resident, business and visitor matters; economic development opportunities; 20-year visioning process; complex community issues of affordable housing and short-term rentals matters; budget and finances; disaster preparedness and response, and inter-governmental relations with a focus on building relationships, community engagement and applying best management practices. To accomplish this, the City Council desires a proactive, innovative, forward-thinking, and open minded City Manager to lead the organization.



Proven local government executive management experience equivalent to a Department Head, Assistant City Manager or City Manager, and a Bachelor's degree in public administration, business administration, or a closely related field are required. Also, excellent communication skills are essential. Tourism-related or resort community experience and a Master's degree are desired. Recognizing the importance of the City Manager's availability during emergencies and disasters, the City's role in providing emergency services and maintaining business continuity, and the limitations of physical access and to communication as a result of floods, fires, earthquakes and serious winter storms, it is strongly desired that the City Manager resides within the Big Bear Valley.

The Compensation

The City Council is prepared to offer an attractive and competitive salary that will be determined based on the experience and qualifications you bring to the City of Big Bear Lake. The current annual salary is $258,000. In addition, the City offers an excellent benefits package including the following.



Search Schedule

Filing Deadline: ..... June 24, 2022

Preliminary Telephone Interviews: ..... June 27 – July 8, 2022

Recommendation of Candidates: ..... July 18, 2022

In-Person Finalist Interview Process: ..... July 28 and July 29, 2022

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

Retirement – The City is a member of the San Bernardino County Employees Retirement Association (SBCERA), a well-funded system that offers reciprocity, if desired, to other plans including CalPERS. The City currently offers a formula of 2% @ 55 with prior qualifying public service, or a formula of 2.5% @ 67 for new participants.

Insurance – Excellent insurance plans for employees including paid family HMO health and dental coverage. PPO coverage is also available. Additionally, life insurance and family vision coverage are provided.

Leave – The selected candidate will receive negotiated amounts of vacation leave, in addition to administrative leave, personal days, sick leave and twelve (12) paid holidays.

Deferred Compensation – The City will contribute a matching 457 Deferred Compensation benefit up to 3% of the selected candidate's base salary.

Longevity Benefit – The selected candidate will be eligible for the City's longevity benefit after 5 years of continuous employment.

Relocation Benefit – The selected candidate will receive a negotiated relocation benefit.

Allowances – The selected candidate will receive negotiated allowances for automobile, technology and business expenses.



The Recruitment Process

To apply for this exciting career opportunity, please submit your cover letter and resume (including month/year of employment) via our website:

Peckham & McKenney
www.peckhamandmckenney.com

Resumes are acknowledged within two business days. Contact Anton "Tony" Dahlerbruch at 310.567.1554 or toll-free at 866.912.1919, if you have any questions regarding this position or the recruitment process.

PECKHAM & MCKENNEY
EXECUTIVE SEARCH

www.peckhamandmckenney.com

DRAFT

Town of Mammoth Lakes
Recruitment for Town Manager
Proposed Search Schedule August 8, 2023

	ACTIVITY	TIME FRAME
I.	Project Organization • Conference call discussion of recruitment process with Town Manager • Formalize project schedule	August 18 @ 11:00
II.	Development of Candidate Profile • Virtual meeting #1 with Town Council & others – 9/18 – 29 • On-site meeting #2 with Town Council • Develop Candidate Profile/Marketing Brochure • Develop advertising and recruitment plan	Sept 18 - 29 October 4
III.	Recruitment FILING DEADLINE IS 11/12/23 • Advertise, network, and electronically post in appropriate venues • Distribute Candidate Profile to industry professionals • Post opportunity on the Peckham & McKenney and Town websites • Focused outreach to individuals within the parameters of the Candidate Profile • Respond to all inquiries and acknowledge all resumes received within 48 hours	Oct 10 – Nov 12 (4+ weeks)
IV.	Preliminary Review and Interviews (P&M) • Screen resumes and conduct Internet research • Identify leading candidates and request supplemental questionnaires • Review supplemental questionnaires • Conduct preliminary interviews with leading candidates	Nov 27 & 28
V.	Recommendation of Candidates for Panel Interview (special Meeting) • Virtual meeting #3 to provide recommended candidates • Town Council selects candidates for finalist interview panel process • Town identifies interview panel raters • Peckham & McKenney notifies all candidates of status in recruitment process	Dec 13
VI.	Interview Panel Process • On-site Meeting #4 to facilitate interviews – Professional Panel – Jan 11 • Assist Town throughout process and provide recommendations • Town selects candidates or leading 2-4 candidates for further consideration • On-site Meeting #5 to facilitate Town Council interview(s) - Jan 12.	Jan 11 & 12, 2024
VII.	Qualification • Conduct thorough background checks on selected candidates • Provide offer negotiation assistance if desired • Exceed expectations and successfully place candidate who "fits." • *Assumes final selection is made January 12, 2023	By January 26*

Mammoth Lakes Town Council
Agenda Action Sheet

Title: Determination that emergency work authorized by Resolutions 23-29 and 23-54 continues to be necessary for public welfare and safety.

Council Meeting Date: 8/16/2023

Prepared by: Daniel C. Holler, Town Manager

Recommended Motion: Council finds and determines that the emergency repair work authorized by Resolutions 23-29 and 23-54. continues to be necessary for public welfare and safety.

Summary:
Town facilities and infrastructure impacted by the extreme winter weather are still in a state of disrepair impacting the welfare and safety of the community. Damage to sidewalks, drainages, fencing, signage, and facilities is substantial. Staff has found additional damage to curbs and gutters, drain inlets, signage, fencing, facilities, ADA detectable surfaces, and sidewalks and repairs are necessary for public welfare and safety. On May 17, 2023, the Council adopted Resolution 23-29 authorizing the emergency repair of these damages and the procurement of the necessary equipment, services, and supplies for the repair, without a competitive bidding process. On July 12, 2023 the Council adopted Resolution 23-54, authorizing the emergency repair of these damages and the procurement of the necessary equipment, services, and supplies for the repair, without a competitive bidding process due to damages at the Mammoth Yosemite Airport. The need for the work authorized by these two resolutions continues to be necessary to provide for public welfare and safety. A copy of the resolutions is attached for Council information.

RESOLUTION 23-29

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, FINDING THAT EMERGENCY CIRCUMSTANCES JUSTIFY AWARDING A CONTRACT FOR TOWN INFRASTRUCTURE AND FACILITIES DAMAGED BY EXTREME WEATHER INCLUDING FENCING, PARKS, REGULATORY, STREET AND WAY FINDING SIGNAGE, SIDEWALK, CURB, GUTTER, DRAINAGE INLETS, ADA REQUIRED DETECTABLE WARNING SURFACES AND RELATED ITEMS WITHOUT COMPETITIVE BIDDING

WHEREAS, California law generally requires the Town to award contracts for "public projects" in excess of $1,000 to the lowest bidder after the completion of a competitive bidding process; and

WHEREAS, Public Contract Code Section 20168 provides that in case of emergency the Town Council may pass a resolution by a four-fifths vote declaring that the public interest and necessity demand the immediate expenditure of Town funds to safeguard life, health, or property, and that if such a resolution is adopted the Town may expend any sum required in the emergency without complying with competitive bidding requirements; and

WHEREAS, Public Contract Code Section 22050 authorizes the Town Council, with a four-fifths vote, to "repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts" if the Town Council finds, based upon substantial evidence, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

WHEREAS, Mammoth Lakes has experienced extreme weather conditions during the winter of 2022-2023, with historic accumulations of snow, leading the Town Manager to proclaim a state of emergency on March 3, 2023, which proclamation was ratified by the Town Council on March 7, 2023, with a renewed state of emergency declared by the Town Manager on March 27, 2023 and ratified by proclamation of the Town Council on March 31, 2023; and

WHEREAS, the extreme weather conditions, response and snow accumulations have caused significant damage to Town facilities and infrastructure including damage to fencing, curbs, gutters, drain inlets, roads, ADA required Detectable Warning Surfaces, street signs, wayfinding signs, warning signs and regulatory signage; and

WHEREAS, the Town Council finds that as a result of the weather-caused damage to Town facilities and infrastructure and pursuant to Public Contract Code Section 20168 the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, safety, and property in the Town of Mammoth Lakes; and

WHEREAS, the Town Council finds that based on substantial evidence, including without limitation the staff report presented to the Town Council on May 17, 2023, pursuant to Public Contract Code Section 22050, the emergency will not permit a delay resulting from a competitive solicitation for bids, and that responding to the emergency requires repair of public facilities and infrastructure, other directly related and immediate actions, and procurement of the necessary equipment, services, and supplies for those purposes, without a competitive bidding process.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mammoth Lakes as follows:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Town Council hereby directs and authorizes the Town Manager and Public Works Director to contract for repairs to Town facilities and infrastructure damaged by the winter of 2022-2023, to take any directly related action, and to procure the necessary equipment, services, and supplies for the repairs, without a competitive bidding process.

Section 3. Pursuant to Public Contract Code Section 22050, the Town Council shall review the emergency action authorized by this resolution at its next regular meeting and at each regular meeting thereafter until the emergency repair work is complete, to determine, by a four-fifths vote, that there is a need to continue the action.

Section 4. The Town Clerk shall certify as to the adoption of this resolution.

APPROVED AND ADOPTED this 17th day of May 2023.

JOHN WENTWORTH, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

STATE OF CALIFORNIA)
COUNTY OF MONO) ss.
TOWN OF MAMMOTH LAKES)

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 23-29 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 17th day of May 2023, by the following vote:

AYES:	Councilmembers Bubser, Rea, Rice, Mayor Pro Tem Sauser, and Mayor Wentworth
NOES:	None
ABSENT:	None
ABSTAIN:	None
DISQUALIFICATION:	None

JAMIE GRAY, Town Clerk

RESOLUTION 23-54

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, FINDING THAT EMERGENCY CIRCUMSTANCES JUSTIFY AWARDING A CONTRACT FOR TOWN INFRASTRUCTURE DAMAGED BY EXTREME WEATHER INCLUDING FENCING AND RELATED ITEMS AT THE MAMMOTH YOSEMITE AIRPORT WITHOUT COMPETITIVE BIDDING

WHEREAS, California law generally requires the Town to award contracts for "public projects" in excess of $1,000 to the lowest bidder after the completion of a competitive bidding process; and

WHEREAS, Public Contract Code Section 20168 provides that in case of emergency the Town Council may pass a resolution by a four-fifths vote declaring that the public interest and necessity demand the immediate expenditures of Town funds to safeguard life, health, or property, and that if such a resolution is adopted the Town may expend any sum required in the emergency without complying with competitive bidding requirements; and

WHEREAS, Public Contract Code Section 22050 authorizes the Town Council, with a four-fifths vote, to "repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts" if the Town Council finds, based upon substantial evidence, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

WHEREAS, Mammoth Lakes has experienced extreme weather conditions during the winter of 2022-2023, with historic accumulations of snow, leading the Town Manager to proclaim a state of emergency on March 3, 2023, which proclamation was ratified by the Town Council on March 7, 2023, with a renewed state of emergency declared by the Town Manager on March 27, 2023, and ratified by resolution of the Town Council on March 31, 2023; and

WHEREAS, the extreme weather conditions, response and snow accumulations have caused significant damage to the Town infrastructure including damage to the fence surrounding the Mammoth Yosemite Airport (Airport); and

WHEREAS, the Town Council finds that as a result of the weather-caused damage to Town infrastructure and pursuant to Public Contract Code Section 20168 the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, safety, and property in the Town of Mammoth Lakes; and

WHEREAS, the Town Council finds that based on substantial evidence, including without limitation the staff report presented to the Town Council on July 12, 2023, pursuant to Public Contract Code Section 22050, the emergency will not permit a delay resulting from a competitive solicitation for bids, and that responding to the emergency requires repair of public infrastructure, other directly related and immediate actions, and procurement of the necessary equipment, services and supplies for those purposes, without a competitive bidding process.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mammoth Lakes as follows:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Town Council hereby directs and authorizes the Town Manager to contract for repairs to Town infrastructure damaged by the winter of 2022-2023 at the Airport, to take any directly related action, and to procure the necessary equipment, services, and supplies for the repair, without a competitive bidding process.

Section 3. Pursuant to Public Contract Code Section 22050, the Town Council shall review the emergency action authorized by this resolution at its next regular meeting and at each regular meeting thereafter until the emergency repair work is complete, to determine, by a four-fifths vote, that there is a need to continue the action.

Section 4. The Town Manager and Finance Director are authorized to amend the FY23-24 Budget in the amount of two hundred and fifteen thousand dollars ($215,000) plus up to a 20% contingency amount to fund the emergency work utilizing resources in Fund 990.

Section 5. The Town Clerk shall certify as to the adoption of this resolution.

APPROVD AND ADOPTED this 12th day of July 2023.

JOHN WENTWORTH, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

STATE OF CALIFORNIA)
COUNTY OF MONO) ss.
TOWN OF MAMMOTH LAKES)

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 23-54 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 12th day of July 2023, by the following vote:

AYES:	Councilmembers Bubser, Rea, Rice, Mayor Pro Tem Sauser, and Mayor Wentworth
NOES:	None
ABSENT:	None
ABSTAIN:	None
DISQUALIFICATION:	None

JAMIE GRAY, Town Clerk

TOWN COUNCIL STAFF REPORT

Title: Housing Solutions Workshop Follow-Up.

Meeting Date: August 16, 2023

Prepared by: Dan Holler, Town Manager
Nolan Bobroff, Senior Planner / Housing Coordinator
Rob Patterson, Administrative Services / Finance Director

RECOMMENDATION:
Discuss the feedback provided at the Housing Solutions Workshop and provide direction on the next steps.

BACKGROUND:
The Town Council held a facilitated public workshop (Special Town Council meeting) on July 27, 2023 to discuss various housing solutions and opportunities. The workshop was broken up into three topic areas that focused on (1) existing housing projects and programs, (2) future housing site opportunities, and (3) management of short-term rentals. Workshop attendees (*estimated to be 75 people in attendance*) were assigned to tables and each table was tasked with working together on the questions posed for each topic area. Responses from each table were documented on the Group Response Sheets (Attachment 1) and the responses are summarized below.
The Town Council held a facilitated public workshop (Special Town Council meeting) on July 27, 2023 to discuss various housing solutions and opportunities. The workshop was broken up into three topics areas that focused on (1) existing housing projects and programs, (2) future housing site opportunities, and (3) management of short-term rentals. Workshop attendees (*estimated to be 75 people in attendance*) were assigned to nine (9) tables and each table was tasked with working together on the questions posed for each topic area. Responses from each table were documented on the Group Response Sheets (Attachment 1) and the responses are summarized below.

A. EXERCISE 1: Ongoing Housing Programs and Policies (*Responses based on 8 tables*)

- Responses were grouped into overarching themes and the number of tables that mentioned that theme is listed along with more specific concepts/notes.

1. What did you learn?
- Top Response(s): 75% of the tables responded that they learned about the housing needs and progress that has been made recently and 50% of the tables learned about the van life concept.

Theme	# of Tables
Van Life o Overnight parking area that is safe and secure o Provision of basic amenities	4 of 8 (50%)
Accessory Dwelling Units (ADUs) o Prescriptive Designs	3 of 8 (38%)
Area Median Income o County-wide, and not Town specific o AMI increased in 2023	3 of 8 (38%)
Needs and Progress o 272 units underway o 0 workforce units built recently, but a lot of market-rate development o 600 units needed per Housing Needs Assessment	6 of 8 (75%)

Infill Projects o 60 Joaquin under construction	2 of 8 (25%)
The Parcel o Ownership opportunities in Ph 3 o Higher level of development occurring than was known	2 of 8 (25%)
Capacity (# of entities working on housing)	2 of 8 (25%)

2. What do you like/support?

- Top Response(s): 63% of the tables responded that they liked the van life concept and 50% mentioned that they learned about the ongoing housing programs that are addressing the current housing shortage.

Theme	# of Tables
Van Life o Overnight parking area that is safe and secure o Provision of basic amenities	5 of 8 (63%)
STR Van Parking Opportunities o Overnight parking at hotels for nominal fee	1 of 8 (13%)
Accessory Dwelling Units (ADUs) o Prescriptive Designs o Incentives to rent long-term	3 of 8 (38%)
Housing Programs to Address Current Short-Fall	4 of 8 (50%)
The Parcel o Allowance for higher AMIs	3 of 8 (38%)
Infill Projects o Ownership opportunities	2 of 8 (25%)
Flexible Funding Sources (e.g., Town General Fund)	3 of 8 (38%)

3. What do you not like/support?

- Top Response(s): 63% of the tables responded that they did not like the AMI limits because they were too restrictive.

Theme	# of Tables
AMIs o Local incomes exceed AMI limits	5 of 8 (63%)
Vacant 2nd Homes	1 of 8 (13%)
No limits on STRs	1 of 8 (13%)
0 workforce housing units built recently	1 of 8 (13%)
Lack of data on current needs o Needs Assessment is from 2017 o Employer needs o AMIs of employment sectors and desired types of housing	1 of 8 (13%)
STR Van Parking o Limited parking available	1 of 8 (13%)
Lack of community partnerships to address housing issues	2 of 8 (25%)

4. What is missing?

- Top Response(s): 38% of the tables responded that there needs to be more creative funding strategies.

Theme	# of Tables
Van Life o Additional amenities (shared kitchen, indoor common area)	1 of 8 (13%)
Creative Funding Strategies o Less restrictive funding o General obligation bonds	3 of 8 (38%)
TOT Management o Over issuance of TOT certs	1 of 8 (13%)
ADUs o Prefab manufacturer o Cost to construct prescriptive designs	2 of 8 (25%)
Land Acquisition Opportunities o Incentives for property owners to sell vacant land o Federal/State land opportunities o Vacant land outside of the Town	2 of 8 (25%)
Conversion of STRs to Long-Term Rentals o Encourage STR owners and others to rent long-term	2 o 8 (25%)
Deed-Restriction Enforcement	1 of 8 (13%)
Data o Information on people not being served	1 of 8 (13%)

B. EXERCISE 2: Future Housing Projects (*Responses based on 9 tables*)

1. Of the three sites presented, which site should the Town prioritize for future master planning and site development?

- 67% of the tables prioritized the Mammoth Lakes Foundation site

Site	# of Tables
Bell-Shaped Parcel	2 of 9 (22%)
Community Center Site	0 of 9 (0%)
Mammoth Lakes Foundation Site	6 of 9 (67%)
* 1 table did not select a site	

2. Select most appropriate density range for each site.

Site	
Bell-Shaped Parcel	Medium-High**
Community Center Site	Medium*
Mammoth Lakes Foundation Site	Medium-High**
* Medium Density: Duplex and Triplex units ** Medium-High Density: 4-plex – 8-plex	

3. What characteristics/amenities should a future housing project include?

- Responses were grouped into overarching themes and the number of tables that mentioned that theme is listed along with more specific concepts/notes.
- Top Response(s): 89% said a housing project should include sufficient parking and 44% said the project should include storage/garages and daycare.

Amenities	# of Tables
Storage / Garages	4 of 9 (44%)
Parking o Under-structure	8 of 9 (89%)

○ Secure bike parking	
Recreation Amenities ○ BMX park ○ Year-round pool ○ All-purpose trails ○ Sports courts	3 of 9 (33%)
Daycare	4 of 9 (44%)
Snow Storage	1 of 9 (11%)
Design ○ Thick walls for privacy ○ Quality construction ○ Dorm-style/Small units	3 of 9 (33%)
Green Space / Parks	2 of 9 (22%)
Pet Friendly	1 of 9 (11%)
Transit ○ Transit hub ○ Close to bus routes / MUPs ○ Consistent year-round routes	3 of 9 (33%)
Landscaping / Community Garden	2 of 9 (22%)
Commercial Space ○ Micro-restaurant spaces ○ Market	1 of 9 (11%)

C. EXERCISE 3: Short-Term Rental Management Strategies (*Responses based on 9 tables*)

1. Rank the support for possible management plans?

Management Plan	
Current STR Management Plan	Most Supported (Average Score of 1.1)
STR Restrictions or Reductions	Medium Support (Average Score of 2.2)
Facilitate Conversion to Long Term Rentals or Ownership	Medium Support (Average Score of 1.9)
Ban STRs Outside of Resort Zones	Least Supported (Average Score of 3.2)
Average Scores: 1 is most supported; 4 is least supported	

2. Adjustments to work plans / Alternatives to work plans to balance housing/visitor lodging
- Give local F/T residents priority in obtaining TOT certs to retain revenue locally
- Join NAR study
- Incentivize owners to convert to long-term
- Educate new owners
- Target empty houses for conversion to long-term rentals
- Same requirements for an STR as a hotel (e.g., sprinkler systems)
- Set restrictions for each complex – HOA to enforce (e.g., % of units allowed to rent short-term, cap on the number of nights a complex could rent that are spread among units)
- Restrict number of STRs a single owner/entity could own
- Build more hotels to shift guests to hotels, rather than STRs
- Market the housing problems to the guests and explain how it affects the local economy (i.e. labor shortages)

- How does this affect Spanish-speaking community/working class/hourly employees. Not represented at all

D. PERSONAL RESPONSE SHEETS: Workshop attendees were asked to write down their individual thoughts and comments on the material presented and discussed at the workshop. 34 Personal Response Sheets were collected, and those sheets are included as Attachment 2.

NEXT-STEPS:

1. Ongoing Work Program (Near-Term)

- **The Parcel:** Continue to support the Parcel development and look for additional funding opportunities
- **Infill Development Sites**: Continue to look for additional infill opportunities and funding to develop those sites as opportunities arise. Complete, and sell to eligible households, the four units currently under construction at 60 Joaquin Road.
- **Van-Life Parking:** Work to implement a Van-Life Parking concept through a potential partnership with Mono County
- **ADUs:** Consider incentives to rent ADUs long-term; Encourage use of prescriptive designs

2. Future Work Program (Long-Term)

The following summarizes the steps that would be necessary for the development of each opportunity site.

- Bell-Shaped Parcel
  - Zoning Code Amendment (Open-Space - ?)
  - Environmental Review
  - Master Plan
  - Development Entitlements
  - Property will need to remain in Town ownership through FY29-30, as it was used for debt security
- Community Center Site
  - Development Entitlements (NVSP currently allows all proposed uses)
  - Environmental Conformance Review (determine if project is consistent with existing NVSP EIR)
- Mammoth Lakes Foundation Site
  - Execute agreement with Mammoth Lakes Foundation (and possibly Southern Mono Healthcare District) to partner on future development projects
  - Environmental Review
  - Potential Zone Change
  - Master Plan
  - Development Entitlements

3. STR Management

  - Conduct localized economic analysis. Potentially a joint-effort with Mono County
  - Continue the enforcement program, including the planned enhancements
  - Determine what the objectives, goals, and actions are for a program to encourage the transition of short-term rentals to long-term rentals
  - Consider a limited pause on new certificates to complete the economic analysis and launch of the enhanced enforcement program

SUMMARY:
The overall discussion, facilitation, input, and other comments were beneficial to staff and council as we continue to refine options to address short- and long-term housing needs.

Attachments:

1. Group Response Sheets
2. Personal Response Sheets
3. Presentation

Town Council Housing Workshop – July 27, 2023

EXERCISE #1

ONGOING HOUSING PROGRAMS AND POLICIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. What did you learn?

VANLIFE, Program
Accessory Dwelling Units
272 UNITS OF WORKFORCE Housing will be Available 12-24 months

2. What do you like/support?

- van life improvements → for workers/f/t residents
  → separate accom's for nightly van life campers
- The Parcel

3. What don't you like/support?

- 80% of our town's housing is vacant on an average
- ~~No~~ Hardly any restrictions against 2nd homeowners/TOT permit
- Income restricts Mammoth Mountain employees at first
  $20 hr x 40 x 52 = too high

4. What's missing?

VANLIFE
Needs commissary/shared kitchen (private mini fridge?) - what kind of infrastructure? indoor or outdoor? assigned? safe food storage? general safety?

TOT over issuance: I believe that we need to address the sheer # of bus. cert's/TOT lic's that export revenue out of ML & Mono County. This has contributed to a lack of starter homes for f/t residents. Also wish for prioritization of full time residents timiting # of TOT's issued to single entity

- Creative financing strategies to fill State and federal affordable housing gaps

WHAT WILL HAPPEN TO LOCO RENTAL UNITS AT THE PARCEL IF WE DON'T HAVE RESIDENTS TO OCCUP THEM

- More information re: the ADU designs available i.e. approx costs to build here & are there any pre-fab manufacturers TOML would approve?

Town Council Housing Workshop – July 27, 2023

EXERCISE #1

ONGOING HOUSING PROGRAMS AND POLICIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. What did you learn?

That zero units have been built since 2017 but there is plenty of construction happening around town and none for Residents.

I

2. What do you like/support?

The parking lot

3. What don't you like/support?

That zero has been built for the workforce

The AMI Calculation

4. What's missing?

A discussion on amending the general plan

No Real Protections for long term Mammoth Residents

EXERCISE #1

ONGOING HOUSING PROGRAMS AND POLICIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. What did you learn?
   - 600 assessed in 2017
   - didn't know about the duplex project
   - Van life program

2. What do you like/support?
   - all the new programs to help with housing shortfall
   - ADU's
   - parcel progress

3. What don't you like/support?
   - Town staff has not surveyed employers for what they need to be at full staff.
   - We don't have an understanding of ~~how many of our~~ what income bucket do they fall into? Population breakdown
   - "missing" middle (AMI)

4. What's missing?
   - any incentives for property owners to sell vacant land (i.e. tax help)
   - incentives to allow~~ing~~ someone to "park" in my driveway
   - easier ADU (trailer drop)
   - rental subsidy (incentive to rent long term)

Town Council Housing Workshop – July 27, 2023

EXERCISE #1

ONGOING HOUSING PROGRAMS AND POLICIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. What did you learn?
   - possible van life program
   - The actual number of units needed & being built/planned
   - In fill projects like the duplex
   - ADU plans

2. What do you like/support?
   - small in fill projects
   - building new affordable units
   - lot for vans to park

3. What don't you like/support?
   - large scale projects / cutting down forest
   - vans parking in hotel parking lots → parking is already limitted especially in winter
   - AMI breakdowns for qualifing are tough to work with

4. What's missing?
   - Aquire/trade adjacent BLM/forest service land for new housing projects
   - Help for the missing middle –
   - building units for purchase that are not deed restricted
   - enforcing deed restricted rules → ie people who are renting them out & subleasing

Town Council Housing Workshop – July 27, 2023

EXERCISE #1

ONGOING HOUSING PROGRAMS AND POLICIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. What did you learn? 1) AMI changed 2) San Joaquin Brake ground 3) Community housing plan has not been update for 16 years. 4) 330 units to catch up

2. What do you like/support? 1) Action, attempted to be proactive. 2) The town is doing funding Looking "@ van-Life" w/amenities, 3) Town is looking @ a higher a.m.i.

3. What don't you like/support? Not enough money. Why aren't we working w/other entities?
* There is not enough parking

4. What's missing? $ TOT-we have unallocated funds
- Explore a general obligation bond for housing
- Not attacking ~~the~~ ~~housing~~ short~~e~~term rentals
- Asking owners if they would rent? Need more money

EXERCISE #1

ONGOING HOUSING PROGRAMS AND POLICIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. What did you learn?

Housing Plan.
Grants
AMI- 95% $- 47½
Missing Middle -

2. What do you like/support?

Any unit
diversity
Rentals are flexible
More local funding
~~Re~~allocate Market funding - controversial

3. What don't you like/support?

Restrictions based on AMI
Can't help the missing middle

4. What's missing?

Local funding - lower restriction
rent development.
regulatory process- ~~delay~~ fast track
addressing the missing middle
out of town development

Town Council Housing Workshop – July 27, 2023

EXERCISE #1

ONGOING HOUSING PROGRAMS AND POLICIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. What did you learn?

✓ - Area median income is $95,800 for household size of 4 and is based on Mono County vs. being focused on the Town of Mammoth Lakes

- 49 home ownership units - Phase 3 the Parcel
- 3 agencies working on the housing issues in town

✓ - the Van life program

2. What do you like/support?

- Providing incentives (ex. construction for ADU's for LTR)
- Diverse program to start it's time to re-assess & make changes

✓ - ownership opportunities & not all rentals

- The Parcel Master Plan allows for up to 150% AMI

3. What don't you like/support?

✓*** Lack of robust community partnerships ***

- Definitions of "affordable" vs "workforce" vs "community" housing
- Target is not great - but is dictated by funding

4. What's missing?

- How many people are not served by the demographic
  - what data is missing? what is being provided?
- Participation for those who qualify

Town Council Housing Workshop – July 27, 2023

EXERCISE #1

ONGOING HOUSING PROGRAMS AND POLICIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. What did you learn?
   - MORE UNITS BEING DEVELOPED AT THE PARCEL THAN WE WERE AWARE OF.
   - WE WERE NOT AWARE THAT THE INNSBRUCK ~~WAS OWNED BY~~ AND ACCESS APARTMENT PARTNERSHIP STRUCTURE.
   - WE WERE NOT AWARE OF THE ADU DESIGNS.

2. What do you like/support?
   - WE LIKE THAT THERE ARE ADU DESIGNS AVAILABLE FOR FREE
   - WE LIKE THE DISCUSSION AND POTENTIAL FOR VAN LIFE OPTIONS & DIFFERENT MULTIPLE OPTIONS FOR DIFFERENT INCOMES

3. What don't you like/support?

   No support for million dollar townhomes for second homeowners or AIRBNB use. Its wrong

4. What's missing?

   Tiny house community?
   MLH employees? Too much for 1 person is there a team?
   Who manages? maintenence? what is the structure?

Town Council Housing Workshop – July 27, 2023

EXERCISE #2

FUTURE HOUSING PROJECTS

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Of the 3 sites presented, which site should the Town prioritize for future master planning and site development?

2. For each site, which density range do you think is most appropriate? (circle one)

- **Bell Shaped Parcel**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:
  + in residence area already, contained
  + has diversity of use of space, will hopefully need space for bike park, dog park, etc
  - beautiful natural space in neighborhoods
- **Community Center**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:
  + already in resident area
  + potential to create tunnel foot traffic crossing under minaret to reduce backup from Main Lodge
  - smallest impact on housing needs - small space for housing
- **Mammoth Lakes Foundation Site**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:
  + will already be under construction for a while building amphitheatre - maybe get done sooner?
  + high animal crossing area
  + possible better crossing for school children
  - not contained residence

Low: Single-Family Units **Medium:** Duplex and Triplex Units **High:** Parcel type structures

3. What characteristics/amenities should a future Town housing project include? (e.g., parks, recreational amenities, open space, parking, etc.)

need more storage space, garage, etc

EXERCISE #2

FUTURE HOUSING PROJECTS

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Of the 3 sites presented, which site should the Town prioritize for future master planning and site development?

Mammoth Lakes foundation site

2. For each site, which density range do you think is most appropriate? (circle one)

- **Bell Shaped Parcel**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:

- **Community Center**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:

as high as can be

- **Mammoth Lakes Foundation Site**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:

Low: Single-Family Units **Medium:** Duplex and Triplex Units **High:** Parcel type structures

3. What characteristics/amenities should a future Town housing project include? (e.g., parks, recreational amenities, open space, parking, etc.)

Parking
Recreation Amenities
Day Care

Thick walls / privacy

Where do we put the snow

EXERCISE #2

FUTURE HOUSING PROJECTS

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Of the 3 sites presented, which site should the Town prioritize for future master planning and site development?

Mammoth Lakes Foundation
- ✓ Biggest land for bank
- ✓ more units
- ✓ ~~less surrounding~~ less ~~com~~ surrondy communts impact
- ✓ close to school

2. For each site, which density range do you think is most appropriate? (circle one)

- **Bell Shaped Parcel**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:

- **Community Center**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments: ? how much is community center used.

- **Mammoth Lakes Foundation Site**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments: divided

Low: Single-Family Units **Medium:** Duplex and Triplex Units **High:** Parcel type structures

3. What characteristics/amenities should a future Town housing project include? (e.g., parks, recreational amenities, open space, parking, etc.)

- ✓ green belt – no concrete jungle
- ✓ leave trees
- ✓ parking | more than one space | covered garages
- ✓ child care
- ✓ dog friendly
- ✓ storage

Town Council Housing Workshop – July 27, 2023

EXERCISE #2

FUTURE HOUSING PROJECTS

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Of the 3 sites presented, which site should the Town prioritize for future master planning and site development?

① foundation
② Bell shaped
③ community center → sell off to fund other developments - + make sure they provide free parks

2. For each site, which density range do you think is most appropriate? (circle one)

- **Bell Shaped Parcel**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:
  - keep the east ~~amphitheater~~

- **Community Center**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:

- **Mammoth Lakes Foundation Site**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:
  ~~Low~~ build apartment style for efficiency

Low: Single-Family Units **Medium:** Duplex and Triplex Units **High:** Parcel type structures

3. What characteristics/amenities should a future Town housing project include? (e.g., parks, recreational amenities, open space, parking, etc.)

- child care
- ~~Hotel~~ transit hub
- parking
- green space / parks → out door gym
- year round pool
- community garden
- BMX park
- ?

Town Council Housing Workshop – July 27, 2023

EXERCISE #2

FUTURE HOUSING PROJECTS

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Of the 3 sites presented, which site should the Town prioritize for future master planning and site development?

Site #3 – Most units, earliest date for units delivered

Bell Community College > tied
Last

2. For each site, which density range do you think is most appropriate? (circle one)

- **Bell Shaped Parcel**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:

- **Community Center**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:

- **Mammoth Lakes Foundation Site**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:

Low: Single-Family Units **Medium:** Duplex and Triplex Units **High:** Parcel type structures

3. What characteristics/amenities should a future Town housing project include? (e.g., parks, recreational amenities, open space, parking, etc.)

- Housing – parking under structure
- Well built
- Secure bike parking & e-bike parking

Town Council Housing Workshop – July 27, 2023

EXERCISE #2

FUTURE HOUSING PROJECTS

Respond as a group to the following questions.

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1. Of the 3 sites presented, which site should the Town prioritize for future master planning and site development?

1. Foundation – least opposition, more density, unit mix important better to have for sale vs high density.

2. community center – seems to be a quicker project current courts not in good shape. missing middle

3. Bell shape –

2. For each site, which density range do you think is most appropriate? (circle one)

- **Bell Shaped Parcel**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments: 600 units

medium

- **Community Center**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:

low

sport court

- **Mammoth Lakes Foundation Site**
  Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
  Comments:

medium – & then high if need is presented.

Apt

Low: Single-Family Units **Medium:** Duplex and Triplex Units **High:** Parcel type structures

3. What characteristics/amenities should a future Town housing project include? (e.g., parks, recreational amenities, open space, parking, etc.)

- All purpose trails
- parking w/garage
- sport court. vs open space.

- Bell Shape special Event does not work w/o parking on Bell Shape.

Town Council Housing Workshop – July 27, 2023

EXERCISE #2

FUTURE HOUSING PROJECTS

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Of the 3 sites presented, which site should the Town prioritize for future master planning and site development?

#1. The Bell Shaped Parcel

If you add high density for all 3 projects we are still not meeting the need for # of units. 600 CHAP

We need to start looking outside of the TOML for partnerships for projects.

2. For each site, which density range do you think is most appropriate? (circle one)

- **Bell Shaped Parcel**

1) Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
Comments: (with the correct design)
~~Look outside the TOML for partnerships~~

- **Community Center**

3) Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
Comments:
could potentially aid the van life program

Generally High

- **Mammoth Lakes Foundation Site**

2) Low (6-10 units/acre) Medium (11-16 units/acre) High (17-24 units/acre)
Comments:

Low: Single-Family Units **Medium:** Duplex and Triplex Units **High:** Parcel type structures

3. What characteristics/amenities should a future Town housing project include? (e.g., parks, recreational amenities, open space, parking, etc.)

The project should include local non-profit participation

Garage & underground parking & safe underground storage

One project should include the Van life program

Parcel is 20 units/acre

EXERCISE #2

FUTURE HOUSING PROJECTS

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Of the 3 sites presented, which site should the Town prioritize for future master planning and site development?

Bell shaped
★ #2 (Community) - least path of resistent, quickest to build (entitlements)
- close to employment

Next... #1 (Bell) - good density, added transit (public) benefit, development steps will take longer

Last... #3 (Foundation) - good location but big process + most time

2. For each site, which density range do you think is most appropriate? (circle one)

1 • **Bell Shaped Parcel**
Low (6-10 units/acre) Medium (11-16 units/acre) **High (17-24 units/acre)**
Comments:
Enviro concern!
Close to Eagle Lodge (employment) and village

2 • **Community Center**
Low (6-10 units/acre) **Medium (11-16 units/acre)** High (17-24 units/acre)
Comments:
Lots of existing SFRs, could get push back.

3 • **Mammoth Lakes Foundation Site**
Low (6-10 units/acre) Medium (11-16 units/acre) **High (17-24 units/acre)**
Comments:
Enviro. concern!
Lots of open space to provide relief

Low: Single-Family Units **Medium:** Duplex and Triplex Units **High:** Parcel type structures

3. What characteristics/amenities should a future Town housing project include? (e.g., parks, recreational amenities, open space, parking, etc.)

- Parking, bike parking (covered!) - well built
- Public transit nearby + bike paths to connect to existing path
- ~~some open space~~
- Some commercial, like a resturant or cafe or convient store - food market
- dorm-style for seasonals (both winter season AND summer season workers)
- day/child care
- Food market
- Storage space

EXERCISE #2

FUTURE HOUSING PROJECTS

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Of the 3 sites presented, which site should the Town prioritize for future master planning and site development?

ML Foundation site – close proximity School & open space
– more units built
– daycare
– near open space

2. For each site, which density range do you think is most appropriate? (circle one)

- **Bell Shaped Parcel**
  Low (6-10 units/acre) Medium (11-16 units/acre) (High (17-24 units/acre))
  Comments:

- **Community Center**
  Low (6-10 units/acre) (Medium (11-16 units/acre)) High (17-24 units/acre)
  Comments: no sport courts

- **Mammoth Lakes Foundation Site**
  Low (6-10 units/acre) Medium (11-16 units/acre) (High (17-24 units/acre))
  Comments:

Low: Single-Family Units **Medium:** Duplex and Triplex Units **High:** Parcel type structures

3. What characteristics/amenities should a future Town housing project include? (e.g., parks, recreational amenities, open space, parking, etc.)

DAYCARE
PARKING
LANDSCAPED
consistent bus routes

EXERCISE #3

SHORT-TERM RENTAL MANAGEMENT STRATEGIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Rank your support for the possible management plans (1 – Most Support, 4 – Least Support):
   - **Current STR Management Plan – Including Certified Properties, Maximum fines**
     1 2 3 4
     Comments:
   - **STR Restrictions or Reductions – Number of Units or Number of Days, Study**
     1 2 3 4
     Comments:
   - **Facilitate conversion to Long Term Rentals or Ownership**
     1 2 3 4
     Comments:
   - **Ban STR outside of Resort Zones**
     1 2 3 4
     Comments:

2. Are there minor adjustments to the identified work plans that could make them more effective?

3. Other alternatives to identified work plans that would balance between resort community attracting visitation and preservation of local housing units?

EXERCISE #3

SHORT-TERM RENTAL MANAGEMENT STRATEGIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Rank your support for the possible management plans (1 – Most Support, 4 – Least Support):
   - **Current STR Management Plan – Including Certified Properties, Maximum fines**
     1 (2) 3 4
     Comments: enforcement is very important but the policy re: how many
   - **STR Restrictions or Reductions – Number of Units or Number of Days, Study**
     (1) 2 3 4
     Comments: must limit # of units single operators/entities can ST rent short term
   - **Facilitate conversion to Long Term Rentals or Ownership**
     1 (1.5) 2 3 4
     Comments: More profitable for owner? Long term benefits locals + seasonal workforce
   - **Ban STR outside of Resort Zones**
     1 2 (2.5) 3 4
     Comments: any changes implemented to "resort zones"? perhaps an incremental limitation that changes in time to

2. Are there minor adjustments to the identified work plans that could make them more effective?
   give (local) F/T residents priority in obtaining TOT lic's to retain revenue local ~~and incentivize~~.

3. Other alternatives to identified work plans that would balance between resort community attracting visitation and preservation of local housing units?

Town Council Housing Workshop – July 27, 2023

EXERCISE #3

SHORT-TERM RENTAL MANAGEMENT STRATEGIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Rank your support for the possible management plans (1 – Most Support, 4 – Least Support):
   - **Current STR Management Plan – Including Certified Properties, Maximum fines**
     1 2 3 4
     Comments: good job
   - **STR Restrictions or Reductions – Number of Units or Number of Days, Study**
     1 2 2.5 3 4
     Comments: not all 2nd homeowners are same. - NAR study, Palm Spring learn from other
   - **Facilitate conversion to Long Term Rentals or Ownership**
     1 2 3 4
     Comments: incentivize owners
   - **Ban STR outside of Resort Zones**
     1 2 3 4 ?
     Comments: not enough understanding of the zones

2. Are there minor adjustments to the identified work plans that could make them more effective?

   ✓ ~~Not all 2nd homeowner are the same~~
   ✓ letter to all new owners – (tax assess) educate

3. Other alternatives to identified work plans that would balance between resort community attracting visitation and preservation of local housing units?

   ✓ ~~to~~ use our resources Palm Springs
   ✓ MLBOR Colorado

Town Council Housing Workshop – July 27, 2023

EXERCISE #3

SHORT-TERM RENTAL MANAGEMENT STRATEGIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Rank your support for the possible management plans (1 – Most Support, 4 – Least Support):
   - **Current STR Management Plan – Including Certified Properties, Maximum fines**
     (1) 2 3 4
     Comments:
   - **STR Restrictions or Reductions – Number of Units or Number of Days, Study**
     1 2 3 (4)
     Comments:
     restricting rentals does not increase long term rentals
     property owners want to use their properties
     already have zoning that limit rentals
   - **Facilitate conversion to Long Term Rentals or Ownership**
     1 (2) 3 4
     Comments:
     it's worth trying
   - **Ban STR outside of Resort Zones**
     (1) 2 3 (4)
     Comments:

2. Are there minor adjustments to the identified work plans that could make them more effective?
   Any Improvement

3. Other alternatives to identified work plans that would balance between resort community attracting visitation and preservation of local housing units?
   Join WAR Study

Town Council Housing Workshop – July 27, 2023

EXERCISE #3

SHORT-TERM RENTAL MANAGEMENT STRATEGIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Rank your support for the possible management plans (1 – Most Support, 4 – Least Support):
   - **Current STR Management Plan – Including Certified Properties, Maximum fines**
     1 2 3 4
     Comments:
   - **STR Restrictions or Reductions – Number of Units or Number of Days, Study**
     1 2 3 4
     Comments:
   - **Facilitate conversion to Long Term Rentals or Ownership**
     1 2 3 4
     Comments:
   - **Ban STR outside of Resort Zones**
     1 2 3 4
     Comments:

2. Are there minor adjustments to the identified work plans that could make them more effective?

   Empty houses -> Conversion

3. Other alternatives to identified work plans that would balance between resort community attracting visitation and preservation of local housing units?

   challenging

Town Council Housing Workshop – July 27, 2023

EXERCISE #3

SHORT-TERM RENTAL MANAGEMENT STRATEGIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Rank your support for the possible management plans (1 – Most Support, 4 – Least Support):
   - **Current STR Management Plan – Including Certified Properties, Maximum fines**
     1 2 3 4
     Comments: Supportive of what you are doing
   - **STR Restrictions or Reductions – Number of Units or Number of Days, Study**
     1 2 3 4
     Comments: 2.5
   - **Facilitate conversion to Long Term Rentals or Ownership**
     1 2 3 4
     Comments: Researching the viability / how it could happen
   - **Ban STR outside of Resort Zones**
     1 2 3 4
     Comments: find the middle ground 3.5

2. Are there minor adjustments to the identified work plans that could make them more effective?

3. Other alternatives to identified work plans that would balance between resort community attracting visitation and preservation of local housing units?

EXERCISE #3

SHORT-TERM RENTAL MANAGEMENT STRATEGIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Rank your support for the possible management plans (1 – Most Support, 4 – Least Support):
   - **Current STR Management Plan – Including Certified Properties, Maximum fines**
     1 (circled) 2 3 4
     Comments: the certified Property program will enhance tracking of STR
   - **STR Restrictions or Reductions – Number of Units or Number of Days, Study**
     1 [2] (3) 4
     Comments: The community needs to have a conversation regarding the balance. First we need Data
   - **Facilitate conversion to Long Term Rentals or Ownership**
     1 (2) 3 4
     Comments: we would need to identify how & incentives for the conversion
   - **Ban STR outside of Resort Zones**
     1 2 3 (4)
     Comments: This will not work for our resort Town

2. Are there minor adjustments to the identified work plans that could make them more effective?

   Leveling the playing field for requirements of a STR (ex. fire sprinkler systems)

3. Other alternatives to identified work plans that would balance between resort community attracting visitation and preservation of local housing units?

Town Council Housing Workshop – July 27, 2023

EXERCISE #3

SHORT-TERM RENTAL MANAGEMENT STRATEGIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Rank your support for the possible management plans (1 – Most Support, 4 – Least Support):
   - **Current STR Management Plan – Including Certified Properties, Maximum fines**
     (1) 2 3 4
     Comments:
     Good fines
     Good enforcement
   - **STR Restrictions or Reductions – Number of Units or Number of Days, Study**
     (1) 2 3 4
     Comments:
     - Set restrictions for each complex → HOA responsible to follow
       % number of units allowed to STR or total nights allowed to rent → HOA's spread it among units.
     - Need some limit but balance
   - **Facilitate conversion to Long Term Rentals or Ownership** Good idea!
     1 2 (3) 4
     Comments:
     What incentives can actually occure w/out costing the Town?
   - **Ban STR outside of Resort Zones**
     1 2 (3) 4
     Comments:
     example: South Lake Tahoe (City)
     - Hard
     - Not always effective

2. Are there minor adjustments to the identified work plans that could make them more effective?
   - Restrict number of rentals an owner can have. by per-
     not entity
   - Why do transient guests need to use lodging
     For lodging why can't we build more Hotels.

3. Other alternatives to identified work plans that would balance between resort community attracting visitation and preservation of local housing units?
   Housing — need more hotels/motel rooms
   - Can shift the short-term rental to Hotels / motels

Town Council Housing Workshop – July 27, 2023

EXERCISE #3

SHORT-TERM RENTAL MANAGEMENT STRATEGIES

Respond as a group to the following questions.

- These responses will be collected, and the responses will be presented at a future Town Council meeting.

1. Rank your support for the possible management plans (1 – Most Support, 4 – Least Support):
   - **Current STR Management Plan – Including Certified Properties, Maximum fines**
     1 2 3 4
     Comments:
     No money to MLT → keep w/ MLH
   - **STR Restrictions or Reductions – Number of Units or Number of Days, Study**
     1 2 3 4
     Comments:
     Units → could send more units to the local workforce
   - **Facilitate conversion to Long Term Rentals or Ownership**
     1 2 3 4
     Comments:
     ~~Who is facilitating?~~
     Is there funding for it?
   - **Ban STR outside of Resort Zones**
     1 2 3 4
     Comments:
     What percentage is outside of Resort Zones? How much money would be lost? What about a 3/5 year STR lottery for a smaller percentage?

2. Are there minor adjustments to the identified work plans that could make them more effective?
   - Local vs town shuttle → in the AM + PM
   - Advertise housing problems that this is a true struggle that affects our economy + employees
   - How does this affect Spanish-speaking communities /working class /hourly employees? They aren't represented at all.

3. Other alternatives to identified work plans that would balance between resort community attracting visitation and preservation of local housing units?

Jamie - please add my comments to others - Thanks!

Town Council Housing Workshop – July 27, 2023

INDIVIDUAL THOUGHTS AND COMMENTS

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- We can walk & chew gum at the same time, so —
  - Finish what we've started - e.g. Innsbruck Lodge (16 units); Access Apts (11 units); Joaquin (4 units); Parcel #1 (81 units) —
- Recognize that with any delay, there will be cost overruns — so live with it, allocate the funding, sign the contract/adjustments, & finish the project! Each one helps us meet our ALL goals!
- Nice to have this community meeting, mostly on conceptual planning — Let's have more, perhaps with more time for each topic. This one was a lot to digest in a small amount of time.
- Add "conversions" to opportunities, as these will be more of an immediate help rather than long-term (e.g. Innsbruck, Access) — They will likely be more cost per unit, but so what?? Now is better than far-off in the future.
- Construct the (almost $1 million) dog park on the Bell-shaped parcel — as shown (let's not spend the same money twice!)
- Don't focus on 1 project all the time (e.g. parcel). Do the shorter-term planning (e.g. Parcel #2, Bell-shaped parcel) with the community now, & start longer term (MLF) (at the same time) now, & look for conversion opportunities now, when commercial space is more available & possibly cheaper.
- STRs - look at simultaneous modifications, not just exclusive ones to solve problems, control situation thru several methods suggested, use committees & task forces.

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- ☐ Business Manager, Executive, Owner
- ☒ Other: Retired

DO YOU OWN or RENT?

- ☒ Own your place of residence
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Thanks for having this special Town Council meeting - let's do it again!

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You can't change How the owner can use the property At Time of Purchase or At time of Sale as this would effect Value

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- Way too much focus on tourism. There are thousands of professionals who would love to live here full time if you would ban short-term rentals.
- In a community surrounded 100% by federal lands, you should be pushing to implement the intent of FLPMA to transfer federal lands adjacent to a community to that community.
- Mammoth is precious because it is NOT a dense city. Please do not make it feel like a city.
- Shame on the town for creating a conflict of interest between lodging and budget, simply to add more Disney-like amenities.

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Building new affordable homes is great & the town should continue to build more affordable housing.

Building units for purchase that are not deed restricted could be great for the middle while still allowing ~~them~~ property owners to have appreciation.

Banning short-term rentals will not create long term rentals b/c property owners want to use their properties.

Also not enough hotel beds to satisfy need/demand w/o STRs

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- ☐ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- ☐ Business Manager, Executive, Owner
- ☒ Other: real estate sales

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✓ good information
✓ need to balance needs of all locals and 2nd homeowners
✓ avoid generalizing (i.e not all 2nd homeowners are the same)
✓ need better understanding of what our population looks like in reference to median income
✓ Evaluate short and long term impacts of all decisions (i.e how does fewer nightly rentals impact TOT, housing, etc).

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Thank you for this opportunity.

- I personally would love to see a program where we can purchase a pre-built ADU for our property. We also love a low or zero interest loan to make this purchase for a long term rental.
- I think the proposed site for the next project would be most ideal ~~cake~~ at the Foundation Site
- Dorm style housing for seasonal workers.
- My Suggestions for Short Term Rental Regulations
  - Moving Forward - Limit the number of units to 1/person on LLC to operate a STR
  - Incetivize 2nd Home Owners to Sell when not using their homes if sold as not a STR
  - Limit the number of new operators of STR by % per zone. Idealy to see more housing sold to locals instead of investors.

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- LIMIT AIR BNB VRBO > ENFORCE > INCREASE PENALTIES
- OWNERSHIP SHARING W/ TOWN & OTHER AGENCIES
- WORKING W/ OTHER AGENCIES
- POOLING $ W/ OTHERS
- $$ SHOULD BE INCREASED FROM TOWN/COUNTY + OTHERS
- BOND FOR BIG $
- HOW TO BUILD - DEVELOPE QUICKER W/ OTHER DEVELOPERS INVOLVED
- WORK W/ USFS TO BETTER UTILIZE LAND @ ENTRANCE OF TOWN TO HOUSE ALL USFS STAFF
- IN LIEU FEES – HOW MUCH DID LIMELIGHT PAY FOR/TOWARDS HOUSING FEES?
- WHERE ARE HISPANIC FOR INPUT
- MOVE AMPHITHEATER FROM BELL SHARE TO MLF PROPERTY
- MUNCI BOND – PART PAID BY TOWN & PART AS A TAX ON ALL PARCELS IN TOWN

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* A LOT of Real Estate Agents in the Room + STR is to weighted toward them
* Need a large capital infusion to finish the parcel ASAP with a General obligation bond for all income level, deed restricted owner & rental units
* Finish the parcel before the other 3 sites
* Van parking should be a priority
* We should focus on housing, no parks, greenbelts
* STRS – #4 only in Resort Zones.
* 3600 condo/townhomes/homes IS TOO Many for our little community
* Build more hotels
* Our housing STOCK is now a Comodity
* Not all homes will remain nightly if it's banned b/c many can't afford their Second home w/out STR their homes
* No one should be allowed to have more than 1 STR in town

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Maximum fines for STR = good
~~Tatoos~~ Conversion to LTR = good

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SFH owners who are not here often should be approached and incentivized to build an ADU and have a caretaker on site to manage issues/property.

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- Raise AMI levels to capture the missing middle
- Focus on Community Center opportunity site as a medium to high density
- Next opportunity site would be Foundation Site for its density option (High with a mix of AMI from 80-150% AMI)
- Increase [redacted] amenities such as public transportation, Garage space
- who will be buying those missing middle ownership units?
- Need to create a way to keep ownership units for local workforce.
  - Deed restrictions?? (Limit to 35-40 yrs instead of 55 yrs)
- Increase funding by local government
- Increase partnerships w/ forest service, LADWP, Mammoth Mountain,
- with the audit of STR estimate total number of days they rent to determine how many day allowed by unit.
  - If you can fine people you can figure out how many days People are allowed to rent.

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Thank you for hosting & taking action.

- Understanding of rental market would help guide solutions.
  - costs $3K for 2 bedroom

- Attack the problems: STR's, low # of units.

- I appreciate the dollars spent but we don't feel it as residents yet. $30 mil but zero units?

- HOA prices should be capped

- Rent control is addition to the state control plans

- Stop issuing STR permits.

- Stop deed restrided units from being subleased

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$1200 300 Sqft basement

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*The focus of the limiting STR's should definitely be to limit profit to the STR's.

+ When looking at housing opportunities for locals, we (I) want to be treated like an adult. Rentals where I can move to w/ my dog. Somewhere where I can move to to buy that I can grow my life. I am currently single. I hope someday to have a family. When I am looking @ housing opp. for me, I am also looking at what my life to look like in 20 yrs.

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* $3K a month for a 2bed is not affordable

- Why can you not short term rent the massive, mostly unoccupied single family homes, but can rent the small, multi family condos that our workforce actually occupies / can afford?
- Please provide clear and concise outline for all of the Funds collected from STRs is being allocated!!
- Would it be possible to Not Ban STR, but rather require Home owners to occupy the unit for a certain amount of time over a year, or a number of years?
- Are there any regulations in place for the future construction plans to ensure these units go to residents?

* Maybe regulate ~~how~~ soon after purchase an owner can rent out short-Term *

*** Please consider that not everyone in this town wants to work for the mountain. Distinguishing between "employee" Housing and "workforce" doesn't really help solve a Bigger, yet related problem of community development. putting people in (↳long term) employee Housing locks people in to that life & keeps them and ultimately our community Dependent on Altera. Not Okay!

Please consider your demographics. Lots of Singles co-habitating

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Kerry Kburke1202@gmail.com

* would love to discuss more. Not a planning pro but keen to learn.

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Concerned with decreasing revenue of the town by limiting STRs that are allowed + zoned for it and then not being able to afford to pay for housing and all the other town projects.

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- No proof & Banning STRs will increase long term rentals
  i.e. Mono County Moratorium

- Giving *Some people cheap housing could cause problems - We need to be careful with who gets the housing. Case Study = Aspen

- Support the Latino Community

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*Thank you for opening the conversation
I strongly believe we need to cap ~~the~~
and reduce the number of TOT certs
that exist. As of now there is a
universal shortage of staff. I know
condos do not often turn into great
rentals bc of the cost/expense but
it could help retain people who want
to buy. The market is artificially
inflated due to the perceived income -
if we legislated limits, perceived income
would go down and hence demand
and price would go down

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- ☐ Business Manager, Executive, Owner
- ☒ Other: retired, p/t ski instructor

DO YOU OWN or RENT?

- ☒ ~~Own your place of residence~~ long term rental
- ☒ Rent your place of residence

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1. Limiting nightly rentals will not mean more long term rentals
2. Zoning, in town is pretty set and would open town up to lawsuits
3. Join War Study group
4. Reconsider other ways to ~~raise~~ make money like putting a transaction fee on sales that go towards work force housing or mitigating ~~cost~~ costs of nightly rentals in our town.

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- ☑ Other: Real estate agent + Theater Director

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* Rezoning for STR needs to be looked at + limiting monopoly of STR by single owner or corporation entity

* Prioritize housing, parking, garages, and factor in storage space for ~~big~~ high density housing; community space/event space/dog park, walking/bike paths second

* Ordinance proposal – restrict transient renting (construction workers) from RMF-1 including Obsidian

OPTIONAL INFORMATION

WHAT IS YOUR OCCUPATION?

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- ☐ Professional (e.g., Accountant, Attorney, Health Care Professional)
- ☐ Government (e.g., Town, County, Caltrans, Forest Service, Teacher)
- ☐ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- ☐ Business Manager, Executive, Owner
- ☒ Other: Non-profit executive

DO YOU OWN or RENT?

- ☐ Own your place of residence
- ☒ Rent your place of residence

WHERE DO YOU LIVE?

- ☒ Mammoth Lakes
- ☐ Unincorporated Mono County
- ☐ Bishop
- ☐ Unincorporated Inyo County
- ☐ Other: losing housing to development

Town Council Housing Workshop – July 27, 2023

INDIVIDUAL THOUGHTS AND COMMENTS

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Remember Quality of life when considering building large apt. style buildings.

Consider small home/cabin community (studio, 1-2 BR) similar to Hans Resort in Crowley.

Please consider more amenities to Vanlife community idea like:
- shared kitchen
- laundry
- lockers
- a caretaker

Better advocacy ~~for working class fight for~~ and resources including legal advice for working class fight evictions and rent hikes by owners.

OPTIONAL INFORMATION

WHAT IS YOUR OCCUPATION?

- ☑ Retail / Service Worker (e.g., Staff in a Store, Personal, Business Services) instructor
- ☐ Professional (e.g., Accountant, Attorney, Health Care Professional)
- ☐ Government (e.g., Town, County, Caltrans, Forest Service, Teacher) Fireman
- ☑ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator) water district
- ☐ Business Manager, Executive, Owner
- ☐ Other: seasonal

DO YOU OWN or RENT?

- ☐ Own your place of residence
- ☑ Rent your place of residence

WHERE DO YOU LIVE?

- ☐ Mammoth Lakes
- ☐ Unincorporated Mono County
- ☐ Bishop
- ☐ Unincorporated Inyo County
- ☑ Other: Crowley

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→ Great workshop!!

→ consider ~~ABOUT~~ Stronger story of housing to out of area homeowners – ie in Tahoe many 2nd ho's did not understand how difficult housing was for local businesses – ie a PR campaign

→ Land bank on the other options is great

→ Focus on keeping finish "The Parcel" prior to developing future lands.

→ learn how STRs effect housing affordability – data may help

OPTIONAL INFORMATION

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- ☐ Government (e.g., Town, County, Caltrans, Forest Service, Teacher)
- ☐ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- ☐ Business Manager, Executive, Owner
- ☐ Other: _____

DO YOU OWN or RENT?

- ☐ Own your place of residence
- ☐ Rent your place of residence

WHERE DO YOU LIVE?

- ☐ Mammoth Lakes
- ☐ Unincorporated Mono County
- ☐ Bishop
- ☐ Unincorporated Inyo County
- ☐ Other: OUT OF AREA

Town Council Housing Workshop – July 27, 2023

INDIVIDUAL THOUGHTS AND COMMENTS

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REGARDING BUILDING PROJECTS FOCUS ON COMPLETING PARCEL PROJECT THEN GET CURRENT HOUSING REPORT (6YR OLD DATA) IS TOO STALE. AFTER HOUSING ANALYSIS DETERMINE BEST DEVELOPMENT. SHOULD CONSIDER MID DENSITY TO KEEP WHAT IS GREAT ABOUT MAMMOTH.

OPTIONAL INFORMATION

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- ☐ Professional (e.g., Accountant, Attorney, Health Care Professional)
- ☐ Government (e.g., Town, County, Caltrans, Forest Service, Teacher)
- ☐ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- ☑ Business Manager, Executive, Owner
- ☐ Other: _____

DO YOU OWN or RENT?

- ☐ Own your place of residence
- ☑ Rent your place of residence

WHERE DO YOU LIVE?

- ☑ Mammoth Lakes
- ☐ Unincorporated Mono County
- ☐ Bishop
- ☐ Unincorporated Inyo County
- ☐ Other: _____

Town Council Housing Workshop – July 27, 2023

INDIVIDUAL THOUGHTS AND COMMENTS

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- ☐ Government (e.g., Town, County, Caltrans, Forest Service, Teacher)
- ☐ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- ☐ Business Manager, Executive, Owner
- ☐ Other: _____

DO YOU OWN or RENT?

- ☐ Own your place of residence
- ☑ Rent your place of residence

WHERE DO YOU LIVE? Mountain Housing

- ☑ Mammoth Lakes
- ☐ Unincorporated Mono County
- ☐ Bishop
- ☐ Unincorporated Inyo County
- ☐ Other: _____

Town Council Housing Workshop – July 27, 2023

INDIVIDUAL THOUGHTS AND COMMENTS

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I think you need to address people who are renting out there affordable house up there not living in it.

There should be no more short term housing. It has taken away long term and employee housing for locals.

~~What the aff~~

Why do I know people who own multiple homes + still are able to live in an "affordable housing project"

OPTIONAL INFORMATION

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- ☐ Government (e.g., Town, County, Caltrans, Forest Service, Teacher)
- ☐ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- ☐ Business Manager, Executive, Owner
- ☐ Other: _____

DO YOU OWN or RENT?

- ☐ Own your place of residence
- ☐ Rent your place of residence

WHERE DO YOU LIVE?

- ☐ Mammoth Lakes
- ☐ Unincorporated Mono County
- ☐ Bishop
- ☐ Unincorporated Inyo County
- ☐ Other: _____

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INDIVIDUAL THOUGHTS AND COMMENTS

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As important as building units is maintaining existing units. Aspen Village is in need of much repair. The town, the MLHA and HOA should be working together to ensure the development remains a viable living environment for our workers. The HOA can't do it alone and the apartments are closely tied to the condos.

OPTIONAL INFORMATION

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- ☐ Business Manager, Executive, Owner
- ☐ Other: _____

DO YOU OWN or RENT?

- ☐ Own your place of residence
- ☐ Rent your place of residence

WHERE DO YOU LIVE?

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- ☐ Unincorporated Mono County
- ☐ Bishop
- ☐ Unincorporated Inyo County
- ☐ Other: _____

Town Council Housing Workshop – July 27, 2023

INDIVIDUAL THOUGHTS AND COMMENTS

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-tiny homes, van life work on to incorporate
-please do not do high density. I live on Mono + Dorrance close to many other units and it sucks. Low density for the community center makes sense for "the missing middle" or higher middle income. Long term, this town wants low + medium density.
-for new developments -dog park, bike paths, community garden, underground parking, playground + daycare are all important.
-multi-use sport courts -no
- small event area -places you can rent off parks + rec for a b-day party that costs $30.
-need more, consistant transit
-need snow storage
-needs to be built well! NOT CHEAP
- MLH needs more staff
-we need to represent Spanish-speaking / working class / hourly employees

OPTIONAL INFORMATION

WHAT IS YOUR OCCUPATION?

- [x] Retail / Service Worker (e.g., Staff in a Store, Personal, Business Services)
- [ ] Professional (e.g., Accountant, Attorney, Health Care Professional)
- [ ] Government (e.g., Town, County, Caltrans, Forest Service, Teacher)
- [ ] Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- [ ] Business Manager, Executive, Owner
- [ ] Other: _____

DO YOU OWN or RENT?

- [ ] Own your place of residence
- [x] Rent your place of residence

WHERE DO YOU LIVE?

- [x] Mammoth Lakes
- [ ] Unincorporated Mono County
- [ ] Bishop
- [ ] Unincorporated Inyo County
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Town Council Housing Workshop – July 27, 2023

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- ☐ Other: _____

DO YOU OWN or RENT?

- ☐ Own your place of residence
- ☒ Rent your place of residence

WHERE DO YOU LIVE?

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- ☒ Bishop
- ☐ Unincorporated Inyo County
- ☐ Other: _____

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* Ownership of the 3 parcels was not discussed. It's going to be easier to develop Town-owned parcels in the short-term.

* Important to remember there are permanent residents living and working in the resort corridors too – for many of us, other residential areas were out of financial reach for ownership.

* Need to level the playing field between STRs and traditional hotels which have stricter requirements for fire suppression and other safety codes.

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- ☐ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- ☑ Business Manager, Executive, Owner
- ☐ Other: _____

DO YOU OWN or RENT?

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- ☐ Rent your place of residence

WHERE DO YOU LIVE?

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- ☐ Bishop
- ☐ Unincorporated Inyo County
- ☐ Other: _____

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It is important to include covered parking in all new projects.

Homeowners should be limited to owning two condos (one that they use as residental & one to rent) - there can be limitations here somehow

The AMI should have more data focused on TOML not as broad as Mono County

OPTIONAL INFORMATION

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- ☐ Other: _____

DO YOU OWN or RENT?

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- ☒ Rent your place of residence

WHERE DO YOU LIVE?

- ☒ Mammoth Lakes
- ☐ Unincorporated Mono County
- ☐ Bishop
- ☐ Unincorporated Inyo County
- ☐ Other: _____

Town Council Housing Workshop – July 27, 2023

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Great Job Stacy!

OPTIONAL INFORMATION

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- ☐ Other: _____

DO YOU OWN or RENT?

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- ☐ Rent your place of residence

WHERE DO YOU LIVE?

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- ☐ Unincorporated Mono County
- ☐ Bishop
- ☐ Unincorporated Inyo County
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INDIVIDUAL THOUGHTS AND COMMENTS

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- Support programs for residents: rent caps, mobile home park support, rental support, eviction support, foreclosure support, code enforcement, etc.
- We need flexible local grant programs to incentivize public-private partnerships for: new development
  : acquisition
  : FTHB/ADU programs, etc.
  : predevelopment
- ADU program can be more robust
- Strengthen local partnerships + better communicate collective efforts to broader community ⇒ STILL A LOT OF SILOS
  - Consolidate resources and keep local money local (funding, land, etc.)
- Bring back inclusionary zoning
- Develop + use local definitions of "affordable, workforce, community" housing
- Develop community definition of over-tourism. Study STRs.
  - The commodification of housing prevents Mammoth from having a thriving workforce and full-time community. As a community we need to define the government's role in the de-commodification of housing. What do we define as the appropriate BALANCE? We don't have any idea.

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- ☐ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- ☒ Business Manager, Executive, Owner
- ☐ Other: _____

DO YOU OWN or RENT?

- ☒ Own your place of residence 1+1 loft for 4 ppl
- ☐ Rent your place of residence

WHERE DO YOU LIVE?

- ☒ Mammoth Lakes
- ☐ Unincorporated Mono County
- ☐ Bishop
- ☐ Unincorporated Inyo County
- ☐ Other: _____

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INDIVIDUAL THOUGHTS AND COMMENTS

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Re-consideration of Town code prohibiting apartment conversion to condos. That process helps the middle class own.

OPTIONAL INFORMATION

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- ☐ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- ☐ Business Manager, Executive, Owner
- ☐ Other: _____

DO YOU OWN or RENT?

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WHERE DO YOU LIVE?

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- ☐ Bishop
- ☐ Unincorporated Inyo County
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Town Council Housing Workshop – July 27, 2023

INDIVIDUAL THOUGHTS AND COMMENTS

Please provide any additional individual thoughts and/or comments on what was presented.

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- ☐ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- ☐ Business Manager, Executive, Owner
- ☐ Other: _____

DO YOU OWN or RENT?

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WHERE DO YOU LIVE?

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- ☐ Unincorporated Mono County
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- ☐ Unincorporated Inyo County
- ☐ Other: _____

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AMEND THE GENERAL PLAN

OPTIONAL INFORMATION

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- ☐ Government (e.g., Town, County, Caltrans, Forest Service, Teacher)
- ☒ Tradesperson (e.g., Carpenter, Electrician, Mechanic, Equipment Operator)
- ☐ Business Manager, Executive, Owner
- ☐ Other: _____

LAND SURVEYOR

DO YOU OWN or RENT?

- ☒ Own your place of residence
- ☐ Rent your place of residence

WHERE DO YOU LIVE?

- ☒ Mammoth Lakes
- ☐ Unincorporated Mono County
- ☐ Bishop
- ☐ Unincorporated Inyo County
- ☐ Other: _____


Mammoth Lakes
HOUSING NOW!
BE PART OF OUR LOCAL
HOUSING SOLUTION!
WHERE: Westin Monache Resort, 50 Hillside Dr.
WHEN: Thursday, July 27 from 5-8pm

Facilitator Introduction

Stacy Corless, Sierra Business Council (SBC)
Government & Community Affairs Director

About SBC

History with Town of Mammoth Lakes

SBC facilitation at 2017 Community Housing Action Plan Process

What is facilitation

Workshop Goals

1. Be part of our local housing solution!
2. Learn about current Town of Mammoth Lakes housing programs
3. Provide feedback on current housing programs
4. Contribute to direction of future housing programs

Ground Rules

1. Participate in the workshop and exercises, individually and with your group
2. Be civil
3. Be respectful
4. Be creative and open to new ideas
5. Use comment cards to share your thoughts outside the group exercises

Process & Paper

What the colors and sizes of paper mean!

White 11x17 = Group Responses, to be collected by Town staff

Pink 8.5x11 = Individual Comments, to be collected by Town staff

Green 8.5x11 = Personal Reflections/Notes, not to be collected

ICEBREAKER

Interview Your Neighbor!

Ask someone at your table to respond to this question in 1 minute or less:

What brought you to Mammoth?

The Need

The Town needs housing!

- Existing rentals cannot absorb new workers filling jobs
- Long-term rentals have decreased
- Shortage of homes for sale (especially affordable units to "middle income" or "lower income" households
- Increased competition for housing
- Increased prices, decreased affordability
- Increase of employee in-commuting
- Increased number of unfilled jobs

595 units needed 330 Units to Catch-Up

- 275 Units to Keep-Up

Rental vs Ownership

- 54% Rental Units (*320 units*)
- 46% Ownership Units (*275 units*)

Source: Housing Needs Assessment, 2017



Mammoth Lakes HOUSING NOW!

Key Housing Terms

Affordable housing. Housing that is restricted to a rental rate or sales price for which the occupant(s) is/are paying approximately 30 percent of their gross income for housing costs, adjusted for household size.

Area Median Income (AMI). The household income for the median – or the middle – household in a region (*Mono County*). Income data is updated annually by HUD and HCD.

Community Housing. Housing that is intended to be affordable for and occupied by residents of the community.

Deed Restriction. A recorded contract entered into between the Town of Mammoth Lakes or its designee and the owner or purchaser of real property identifying the conditions of occupancy and resale.

Housing Element. A required element of all California city general plans, housing elements identify and analyze housing needs and include goals, objectives, policies and programs for providing a city's fair share of affordable housing needs. Although state law mandates that jurisdictions rezone enough land to meet their regional housing needs allocation and each jurisdiction is required to have an approved housing element, jurisdictions retain local land use control and Housing Elements are only plans for housing.

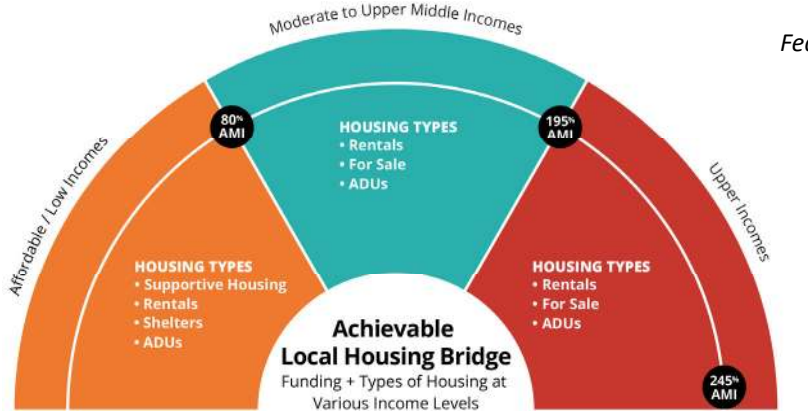
Missing Middle. Housing that is affordable to residents and the workforce earning over 80% AMI, yet cannot afford market-rate housing. This generally refers to households earning between 80% AMI up to 200% AMI.

Workforce Housing. Housing that is restricted for rent or purchase by individuals and households working in the community of Mammoth Lakes. Workforce Housing is Affordable Housing for workers.

Area Median Income (AMI)
(*Mono County*)

INCOME LIMITS	https://www.townofmammothlakes.ca.gov/DocumentCenter/View/11723							
	Household Size							
	1	2	3	4	5	6	7	8
Acutely-Low (≤ 15% AMI)	$10,050	$11,500	$12,900	$14,350	$15,500	$16,650	$17,800	$18,950
Extremely-Low (16% - 30% AMI)	$17,850	$20,400	$24,860	$30,000	$35,140	$40,280	$45,420	$50,560
Very-Low (31% - 50% AMI)	$29,750	$34,000	$38,250	$42,500	$45,900	$49,300	$52,700	$56,100
Low (51% - 80% AMI)	$47,600	$54,400	$61,200	$68,000	$73,450	$78,900	$84,350	$89,800
Median (81% - 100% AMI)	$67,050	$76,650	$76,200	$95,800	$103,450	$111,150	$118,800	$126,450
Moderate (101% - 120% AMI)	$80,450	$91,950	$103,450	$114,950	$124,150	$133,350	$142,550	$151,750
121% - 150% AMI	$100,600	$114,950	$129,350	$143,700	$155,200	$166,700	$178,200	$189,700
151% - 200% AMI	$134,100	$153,300	$172,450	$191,600	$206,950	$222,250	$237,600	$252,900

Based on CA Income Limits
Federal Median Income is $95,800



AMI is the household income for the median – or the middle – household in a region *(Mono County)*. The income data is updated annually by the US Department of Urban Development (HUD) and the CA Department of Housing and Community Development (HCD).

Current Town Projects and Programs to Address the Housing Issues

The Parcel









Up to 450 affordable housing units

25 Acres

Target Income Level: ≤ 80% AMI (*The Master Plan allows for income limits up to 120% AMI and allows for up to 15% of the total units within the development to be available to households earning 120-200% AMI.)*

Phase 1

81 rental units under construction (*80 affordable units + 1 manager's unit*)

Studio, 1, 2, and 3-bedroom units

Occupancy Winter 2023

Public Park + Childcare Facility (34 children)

Phase 2

148 rental units (1-2 manager's units)

2 Development Phases (2.A and 2.B)

Studio, 1, 2, and 3-bedroom units

Grading is anticipated to begin Fall 2023 (tentative)

Phase 3 (tentative)

49 for-sale ownership units within 10 buildings

2 Development Phases (3.A and 3.B)

2 and 3-bedroom townhome units



Mammoth Lakes HOUSING NOW!

Low Income Household (≤ 80% AMI)	
1-Person HH	$47,600
2-Person HH	$54,500
3-Person HH	$61,200
4-Person HH	$68,000
5-Person HH	$73,450

Small Site Development



60 Joaquin Road (0.20-acre site)

4-unit Design-Build Project

Ownership units

$2.4M Bid Award (*Site Acquisition: $200K*)

Target Income Level: 150% AMI

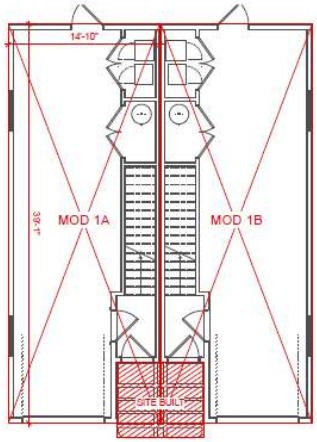
Construction began Summer 2023



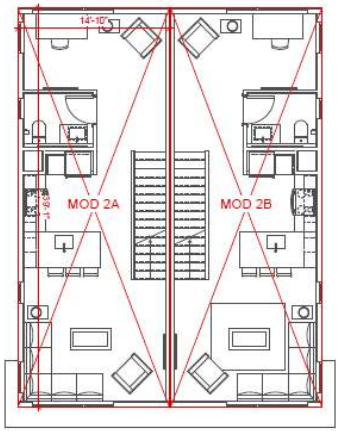
Future Sites

Replicable model

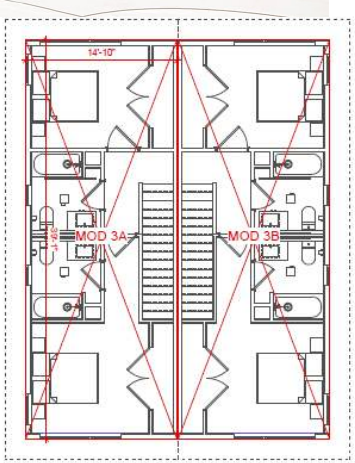
1 site in escrow and looking for other infill sites



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

Above-Moderate Household (≤ 150% AMI)	
1-Person HH	$100,600
2-Person HH	$114,950
3-Person HH	$129,350
4-Person HH	$143,700
5-Person HH	$155,200

Partnership Projects (MLH + Town)



- Access Apartments (238 Sierra Manor Road)
  - (11) 1-br apartments
  - Targeting 80% AMI Households

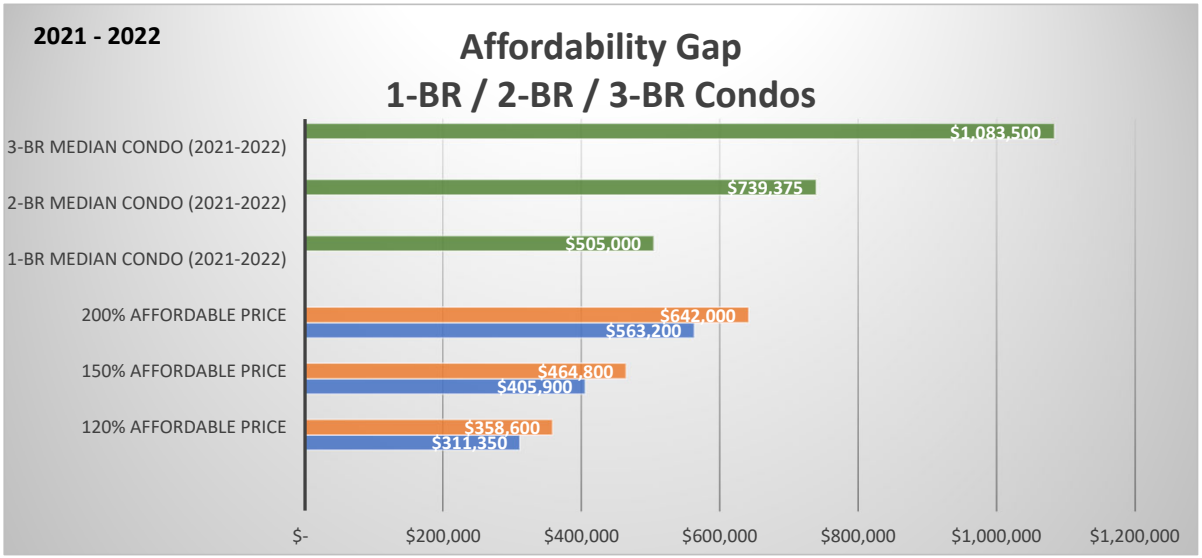
- Homekey Project – Innsbruck Lodge (913 Forest Trail)
  - Convert hotel to residential use (15 affordable units + 1 manager's unit)
  - Targeting those who are homeless and at-risk of becoming homeless
    - 2 units will be restricted to households earning 30% AMI or below
    - Occupancy for remaining units determined by 'greatest need'
  - Occupancy Winter 2023



Low Income Household (≤ 80% AMI)	
1-Person HH	$47,600
2-Person HH	$54,500
3-Person HH	$61,200
4-Person HH	$68,000
5-Person HH	$73,450

Bridge Program





- Convert Market-Rate Unit → Deed Restricted Affordable Unit
- Deed restriction runs for 55 years and renews upon each sale
- Target Income Level: 120% - 150% AMI
- Town Subsidy of $100K - $150K / unit
- 6 units acquired (Range of Studio – 4-br units)
  - (5) have been sold to eligible households • (1) unit to be listed for-sale soon

Moderate Household (≤ 120% AMI)	
1-Person HH	$80,450
2-Person HH	$91,950
3-Person HH	$103,450
4-Person HH	$114,950
5-Person HH	$124,150



Did you know the Town of Mammoth Lakes will have an additional 272 units of workforce housing in the next 12-24 months?

- The Parcel Phase 1 will provide **81 rental apartment units** consisting of 80 affordable units and 1 manager's unit that will range from studio to 3-bedroom units. The target occupancy date is fall 2023.
- Mammoth Lakes Housing (MLH) has acquired the Innsbruck Lodge located at 913 Forest Trail and is working on converting the existing hotel into **16 rental apartment units** consisting of 15 affordable studio units and 1 manager's unit. The target occupancy date is spring 2023.
- The Town is in the process of developing the vacant parcel located at 60 Joaquin Road with a **4-unit residential development.** The units will be for-sale units and the target occupancy date is fall 2023.
- MLH is working towards converting the existing commercial buildings located at 238 Sierra Manor Road into **11 affordable 1-bedroom units.** The target occupancy date is spring 2024.
- The Town's BRIDGE Program has a goal of converting **12 existing market-rate residential units into affordable ownership units** through the purchase of market-rate units that are then deed restricted and sold to qualified households at a subsidized price.
- The Parcel Phase 2 will provide **148 rental apartment units**. The target occupancy date is dependent on securing additional grant funding. Grading for the Parcel Phase 2 will begin in fall 2022.
- Household income restrictions based on Area Median Income apply to all of these projects. For information or to get on the wait list for The Parcel, call (855) 452-8250. For information about all other projects call MLH at (760) 934-4740 or visit MammothLakesHousing.org.

To learn more visit townofmammothlakes.ca.gov/1090/Housing-Now or scan here

TownofMammothLakes.ca.gov Town of Mammoth Lakes

Mammoth Lakes HOUSING NOW!

Programs & Policies

Van Life (Concept Program)

Legal, safe parking area for vehicle dwellers

Basic amenities on-site (showers, toilets, trash, hook-ups, snow removal)

Nominal monthly fee (covers amenities + on-site host)

Limited to those employed in the region

Policy to address vacation van life population

Accessory Dwelling Units (ADUs)

Prescriptive Designs (5 designs available). Sizes range from 450 – 1,030 sq ft

Evaluating programs/policies to incentivize construction and long-term renting of ADUs

Allowed town- and county-wide in all residential areas

Expedited review

Revolving Loan Fund (RLF)

Town ($1M) and County ($300K) funds available for the buy-back of existing deed-restricted units

Provides the Town and MLH first-right of refusal for deed-restricted units



PLAN 1 (SHOWN AS RURAL MOUNTAIN)



PLAN 2 (HIGH DESERT)



PLAN 3 (SHOWN AS RURAL MOUNTAIN)



PLAN 4 (HIGH DESERT)



PLAN 5 (SHOWN AS RURAL MOUNTAIN)

Mammoth Lakes HOUSING NOW!

Council Questions on Presentation

Breakout Session #1

What did you learn?

What do you like/support?

What don't you like/support?

What's missing?

Town Council Comments on Breakout Session #1

Future [Potential] Town Projects to Continue to Address the Housing Issues

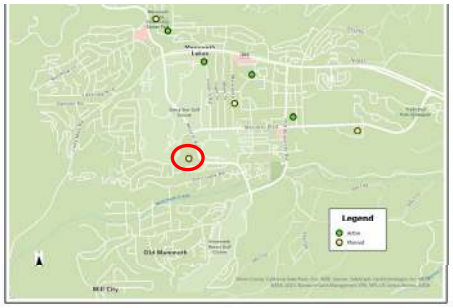
Opportunity Sites

- Following site designs are conceptual only intended to solicit feedback
- Looking for feedback to prioritize future master planning and site development
- These sites are Town owned or owned by entities open to partnering with the Town

Opportunity Site #1: Bell-Shaped Parcel

Located at the southwest corner of Minaret Road and Meridian Blvd.







Two Parcels

- Northern Parcel: 8.3 acres

Recreational opportunities (events center with stage, park, snow play area, multi-use courts)

- Southern Parcel: 8.45 acres

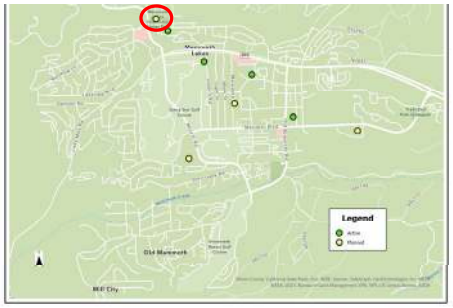
100 units (~12 units/acre)

TOML Owned

Steps to be development ready:
- Environmental Review
- Zone Change
- Master Plan
- Development entitlements

Opportunity Site #2: Community Center

Located at the northeast corner of Minaret Road and Forest Trail







Two Parcels: 4.85 acres

- 20 units (4 units/acre)
- Maintains existing community amenities (community center, sports courts, parking)

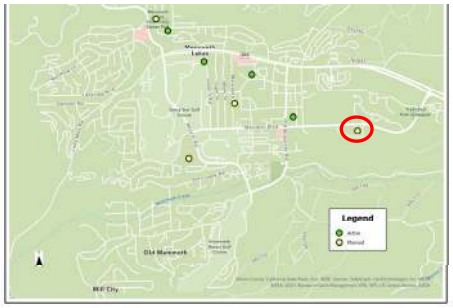
TOML Owned

Steps to be development ready:
- Development entitlements

Opportunity Site #3: Mammoth Lakes Foundation Site

Located South of Meridian Blvd. and East of Cerro Coso College and the Edison Theatre







Three Parcels: ~38 acres

- 100 – 200 units
- Opportunities for medium- to high-density housing types
- Recreational and Arts Opportunities (Daycare, parking, theater, outdoor events, dog park)

Northwest and East Parcels: Mammoth Lakes Foundation Owned

Southwest Parcel: Mammoth Lakes Foundation and Southern Mono Healthcare District Owned

Steps to be development ready:
- Environmental Review
- Potential Zone Change
- Master Plan
- Development entitlements

Mammoth Lakes HOUSING NOW!

Town Council Questions on Presentation

Breakout Session #2

1. Of the 3 sites presented, which site should the Town prioritize for future master planning and site development?

2. For each site, which density range do you think is most appropriate? (circle one)
   - Bell Shaped Parcel: Low Medium High
   - Community Center: Low Medium High
   - Foundation Site: Low Medium High

3. What characteristics/amenities should a future Town housing project include?

Town Council Comments on Breakout Session #2

10 Minute Break

Short-Term Rental Management Strategies

STR Management and Enforcement

Town Staff – 4 full-time, 1 part-time

- Business Tax Certificates – Schedule E - multi unit (Hotel / Motel), Schedule F - short term rentals
- TOT Certificates – Required for all residential transient rental units (condos, town-homes, single family)
- Transient Rental Inspections – Establishes occupancy limits as well as compliance with all standards and conditions of operating a transient rental
- Monthly collection of TOT and TBID, penalties and interest for delinquent payments, correspondence

Enforcement Process

- Revenue (legal zone but no license), Zoning (operating in an unpermitted zone)
- Online Monitoring – "Rentalscape"
  - Daily review of all advertisements posted in the town. (Capture existence, rates and calendars)
  - Compares daily changes in the calendar to record booked or owner reserved, using published rate
  - Report any advertisement outside of zone or without required licenses identified
- Staff Review and analysis of reports, data or trends, including booking suspected illegal units.
- Initial contact - $1,500 citation (waived if operator responds within 15 days)
- Second citation 3,000
- Assessments conducted using the published nightly rate with an average number of nights booked for the time period, going back 3 years, to determine revenue activity, penalties and interest owed
- Third citation $5,000 per day, each day is a new violation

Enforcement Focus

Audit

- Audits are augmented by daily monitoring and analysis – estimated revenue compared to actual
- 1-3 months analysis can lead to 3-year audits
- 3-4 are in process at all times.

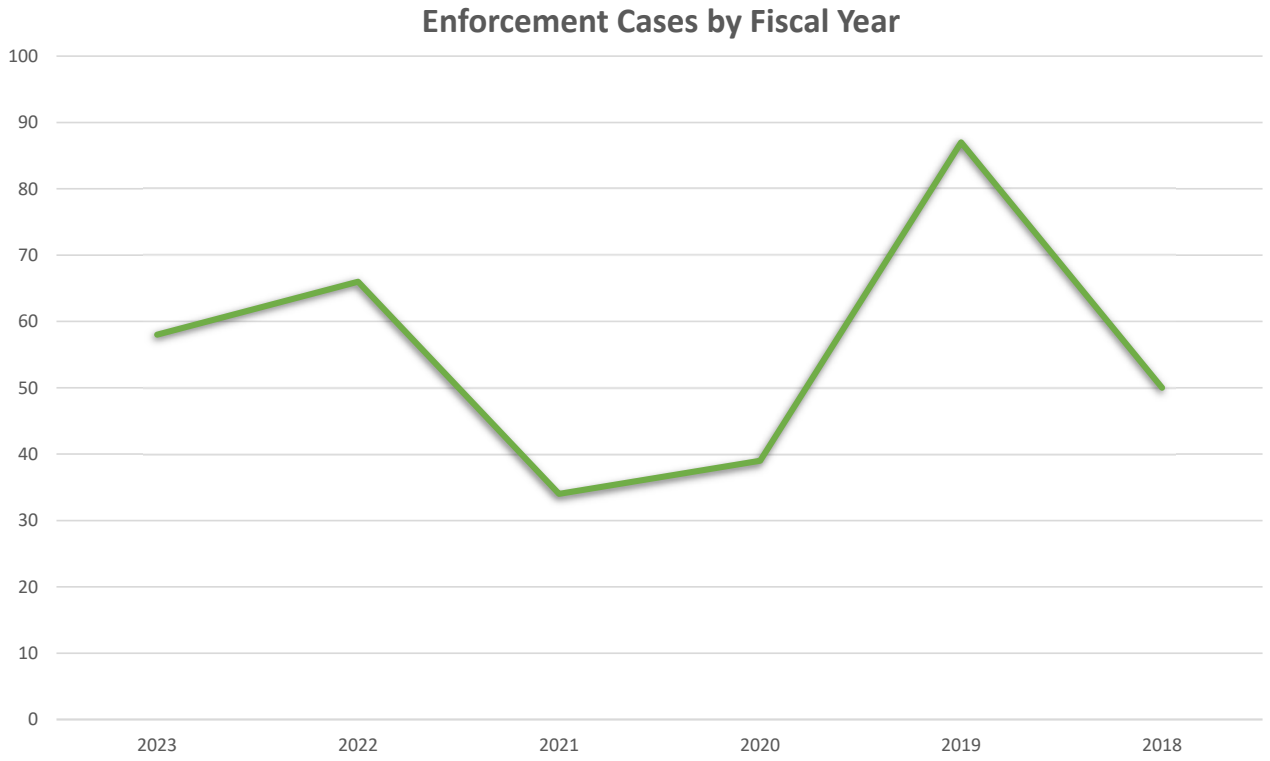
Enforcement Case Study

- Operator responds to initial contact
  - Provide actual (verifiable) rental data, compiled in a notice of determination (NOD)
  - NOD determines the amount owed including P&I by month, fines for health order violations, administrative citations and enforcement charges
  - Citation Appeal Hearing – Town Staff with Hearing Officer – only review citations and reason for delay in response
  - Appeal to Town Council – All aspects of NOD are under review and can be adjusted

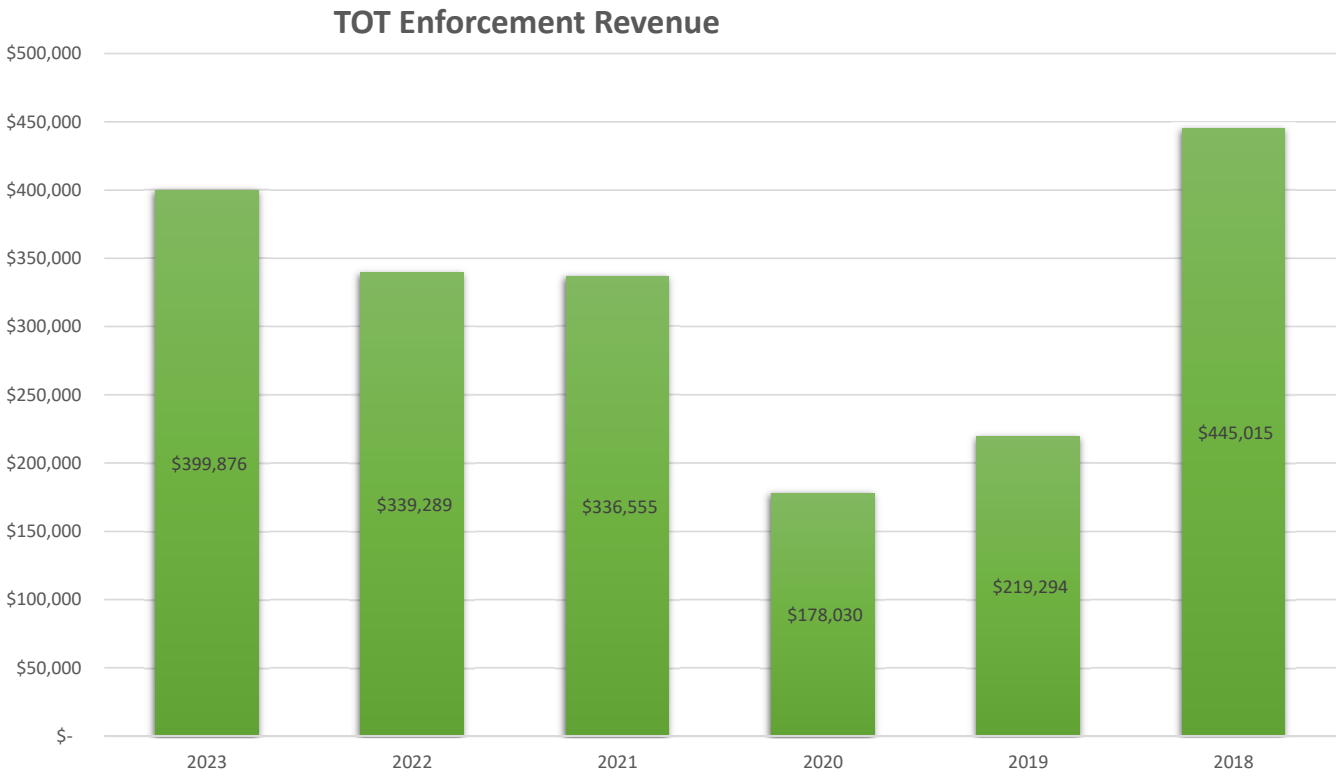
Enforcement tools and procedures are designed to support legal rental operators. Instituting the strictest penalties allowed by the State of California on those choosing not to follow rules.

Most individuals involved in enforcement cases are surprised by significance of fines and the speed in which they accumulate.

Enforcement Focus



Enforcement Focus



Certified Properties

Key Points

- Establish a relationship between Town and Property Owner
  - Most issues with enforcement stem from lack of understanding transient rentals are a business and the owner is ultimately responsible for the activity
  - By collecting accurate contact information, we can quickly alert owners of nuisance activity
- Reverse of our current process, property first and business second. Focus on quality of life
- Property Inspections every 4 years – life safety and quality control of the rental pool
  - Currently only during initial application or change in ownership
- Local 24-hour emergency contact verified by signature. Cleaning service businesses required to be legal operators
- Data tracking (revenue as well as stats on number of nights rented and nights available by unit)
- Better enforcement – revocation of Certified Property status possible
- Interactive online Property Map that provides rental property information (operator name, maximum occupancy, 24-hour contact, maximum nightly room rate, trash disposal information)
- Set for Implementation – Fall 2023

Overview of STR Management Options

- 1. **STR Management** – Continue with current work programs around Certified Property program, establishing owner relationships, maximize fines and penalties including revocation of STR Certificate
- 2. **STR Restrictions and/or Reduction** – Pause issuance of STRs outside of Resort Zone. Two-year process to review potential zoning changes. Limit number of units or number of rental days per unit allowed for rental. Conduct economic study on impacts of STR
- 3. **Facilitate conversion to Long Term Rentals or Ownership**
  - Develop program with structured long term lease agreement with availability for owner occupied periods of time.
  - Subsidy for rental management if STR converts to long-term rental for defined period of time
  - Amnesty for P&I and enforcement charges if STR violator enters in long-term rental for at least 3 years.
  - Focus on lower earning STR's to convert to long-term with incentives (lower volume, lower subsidy)
- 4. **Limit STR to Resort Zones Only**



Town Council Questions on Presentation

Breakout Session #3

1. Rank your support for the possible management plans (1 – Most Support, 4 – Least Support)
   - Current STR Management Plan – Including Certified Properties, Maximum fines.
   - STR Restrictions or Reductions – Number of Units or Number of Days, Study
   - Facilitate conversion to Long Term Rentals or Ownership
   - Ban STR outside of Resort Zones

2. Are there minor adjustments to the identified work plans that could make them more effective?

3. Other alternatives to identified work plans that would balance between resort community attracting visitation and preservation of local housing units?

Town Council Comments on Breakout Session #3/Final Council Comments

Thank you for attending and participating in today's Housing Workshop!

Next Steps:

- The 'Group Comment Sheets' and 'Individual Thoughts and Comments Sheets' will be collected by the Town.

- Staff will prepare a report for a future Town Council meeting summarizing the comments from the response sheets and comments made at the workshop.

- Staff will be looking to Town Council for direction at a future Council meeting on the topics discussed at the workshop.

TOWN COUNCIL STAFF REPORT

Title: Consideration and Direction on Increase of Parking Citation Fees

Meeting Date: August 16, 2023

Prepared by: Dan Casabian, Interim Chief of Police

RECOMMENDATION:

The Mammoth Lakes Police Department is seeking the Council direction on increasing Parking Related Citation Fees.

BACKGROUND:

The current fee structure has been in place since at least 2002. The Department has seen a significant increase in non-compliance with parking laws over the last several years. This is especially prevalent during the winter months, when drivers choose to pay a citation in order to park closer to the ski lifts. Parking citations are not serving as a deterrent to illegal parking activities. The majority of the Town's Citations carry a $45 fee, which is similar to paying for parking. The number of complaints regarding illegal parking and the incidents of illegal parking blocking roads and impeding access to residences and business has increased.

A fee comparison was made with other departments' parking citation programs located in ski resort destinations. This comparison shows that the Town of Mammoth Lakes is assessing lower than average parking citation fees. The recommended fee is to increase the $45 fee to $110. Additional increases are recommended for illegal parking in a handicapped zone, in front of a fire hydrant or in a fire lane, and obstructing snow removal. The attached chart provides a comparison of the current fees and proposed increases. A sample of comparative citation fees from the City of Big Bear and Vail is provided.

Staff is requesting Council direction on increasing parking citations fees and direction to bring back a resolution implementing the new fees. An outreach effort will be made to inform residents and others of the increased fees. Implementation of the new fees may be set to take effect November 1, to provide time to inform the community of the change.

FINANCIAL CONSIDERATIONS:

The primary purpose for increasing parking citation fees is to gain a higher level of compliance with the Town's parking regulations. The limits on parking are there for public safety purposes and to insure private property access. The increase in fees may provide additional revenue to the Town, which helps offset the cost of enforcement.

Parking Citation Fees and Comparisons

Code and Violation	MLPD Current Fee	Proposed Increase to Fee	Big Bear, CA	Vail, CO
4000a CVC Unregistered Vehicle	**$45.00**	**$110.00**	$136.00	
5200a Missing License Plate	**$45.00**	**$110.00**	$100.00	
5204a CVC No Current Tab Displayed	**$45.00**	**$110.00**	$100.00	
21209a CVC Parked in a Bicycle Lane	**$45.00**	**$110.00**		
22500a CVC Parked in Intersection	**$45.00**	**$110.00**	$100.00	
22500b CVC Parked in Crosswalk	**$45.00**	**$110.00**	$100.00	
22500d Parked Within 15ft of Fire Department Driveway	**$45.00**	**$110.00**		$50, $75, $150
22500e CVC Blocking Driveway	**$45.00**	**$110.00**	$100.00	$50, $75, $150
22500f CVC Parked on Sidewalk	**$45.00**	**$110.00**	$100.00	$50, $75, $150
22500H CVC Double Parking	**$45.00**	**$110.00**	$100.00	$50, $75, $150
22500i CVC Bus Zone	**$45.00**	**$110.00**	$250.00	
22502a CVC Parking over 18" from Right Curb or Wrong Way	**$45.00**	**$110.00**	$100.00	
22507.8a CVC Parking in Handicapped Zone	**$330.00**	**$410.00**	$300.00	$150.00
22514 CVC Parked at Fire Hydrant	**$75.00**	**$150.00**	$100.00	$50, $75, $150
22500.1 CVC Parked in Fire Lane	**$75.00**	**$150.00**	$100.00	$50, $75, $150
22505a1 CVC Interfere With Traffic	**$45.00**	**$110.00**		$50, $75, $150
22505b CVC Park/Stand/Stop on State Highways	**$45.00**	**$110.00**		
22523a CVC Abandoned Vehicle	**$45.00**	**$110.00**		$50, $75, $150
MC 10.12.100 No Street Parking Nov 1-April 30	**$45.00**	**$110.00**		$50, $75, $150
MC 10.12.106 Obstructing Snow Removal	**$110.00**	**$220.00**	$150.00	
MC 10.12.30 72-hour Parking	**$45.00**	**$110.00**	$100.00	$50, $75, $150
MC 10.12.040 No Parking Zones Designated	**$45.00**	**$110.00**	$100.00	$50, $75, $150
MC 10.12.080 Angle Parking Prohibited	**$45.00**	**$110.00**		
MC 10.12.082 Time Restricted Parking	**$45.00**	**$110.00**		$50, $75, $150
MC 10.12.084 Designated Zone	**$45.00**	**$110.00**	$100.00	
MC 10.32.020 No Camping Town Roads	**$45.00**	**$110.00**		





TOWN COUNCIL STAFF REPORT

Title: Update and Direction to proceed with Work Program for New Town Office Facility

Meeting Date: August 16, 2023

Prepared by: Daniel C. Holler, Town Manager

RECOMMENDATION:

Provide Staff direction on proceeding with Work Program for New Town Office Facility based on the information provide in the staff report with a planned completion date of September 2026

BACKGROUND:

Staff has presented several reports and options regarding securing a permanent Town Office, versus continuing to rent space. At the end of this report a historical review is provided related to the Town and other agencies taking action to be part of a large Civic Center located with the current Police Station, Courts and County Offices. The information presented here defines a path forward, with options, to pursue a new Town Office Facility. As previously directed, staff has taken a slow, measured approach to moving this project forward. During this time staff has continued to refine the space program, had the opportunity to apply for grant funds for expanded services, and has a viable financial plan for proceeding with or without grant funding.

Staff is recommending the work program to finalize concept plans in October/September (options with or without grant funding) and authorization to start development design work with transition to construction documents in preparation for bidding. Staff will bring Council updates on the design concepts for review and final designs as the work proceeds. Council has allocated $2.2 million for this work.

ANALYSIS:

New Town Office Facility Overview

Over the past several months staff have continued to work on the concept designs for a New Town Office Facility. On December 7, 2022 Council provided staff with direction to proceed with the concept design work necessary to evaluate programming of space and cost estimates. A contract was executed with HMC Architects for this initial work. Council previously approved a lease extension for the current space through September 2025, with two, one year extension options. The current work program targets a new building being ready by September 2026. The new office project was defined as important but not urgent

and therefor the plan is to use one of the extension options. The location of the new facility is on property owned by the Town, next to the current Mono County Offices. Details and history on the site are provided later in this report.

The design work has focused on three building elements. 1. A two-story office section encompassing approximately 15,000 square feet. 2. A single-story council chambers and lobby area with support spaces of approximately 5,600 square feet. 3. A community resilience center with bunk room, warming/cooling center, community kitchen and restroom spaces. The total square footage without the Community Resilience Center is 1,000 +/- feet more than the current leased space of 17,400+/-. While working on the design and reviewing layout options and scope of the programed space, the State issued a notice of grant funding for Community Resilience Centers. The Grant appears to support an expanded facility to meet specific grant program requirements and maximizes the use of Council Chambers and lobby space as well. The grant program is discussed below.

Two preliminary design options and related funding structures are being prepared and will be finalized based on Council direction and grant funding. Grant awards are anticipated to be made this summer. We have not been notified of an award to date. The first concept incorporates space based on a successful grant. The second approach reduces the overall square footage and eliminates the Community Resilience Center space. Staff is reviewing the option to design the reduced facility for future expansion should funding be available for the Community Resilience Center or a similar project in the future. The same approach was taken with the Police Department which is designed to be expanded by 1,000+/- square feet.

The attached floor plans are still in draft form but show the full scope of the programmed area of approximately 23,600 square feet. The details of the office space layout are still under review and a final design is dependent on the level of funding. Without the grant funding, office space will need to be reduced by approximately 1,000 square feet, from 15,000 to 14,000. The lobby area will need to be re-programed to incorporate additional support space and reduced by an estimated 1,100 square feet. The Council Chambers/lobby area as shown incorporates the expanded space under the Community Resilience Center option. The floor plan without the Community Resilience Center space is approximately 18,600 square feet.

Grant Application for Community Resilience Center Components

The Town applied for a $12.6 Million grant under the California Department of Food and Agriculture's (CDFA) Community Resilience Centers (Resilience Center) Program. The purpose of the California Department of Food and Agriculture's (CDFA) Community Resilience Centers Program is to build local resilience across California communities by improving community facilities. It is a priority of the Resilience Center program to fund resilience center projects in disadvantaged communities and disadvantaged unincorporated communities, or sites serving these communities. The Program builds on this foundation, in alignment with California's Statewide Adaptation Strategy and other efforts, to build local resilience across California communities.

The Resilience Center Program will focus on improving community facilities to enhance the State's emergency preparedness capabilities, particularly in response to climate change. Funding shall be used to support infrastructure for emergency evacuation, shelter, base camps during emergency events, and critical deferred maintenance. Elements for this infrastructure may include cooling and heating centers, clean air centers, and extended emergency evacuation response centers, equipped with community kitchens, shower facilities, broadband, back-up power, and other community needs during an emergency or climate events.

A secondary goal of the Resilience Center Program is to equip facilities to provide long-term, year-round community services and activities to enhance the community's resilience through civic, social, educational, and economic development programming.

The proposed Resilience Center elements incorporated into the concept design for the New Town Office is structured to support the goals of the Program. This design incorporates the following:

- Space for both short- and longer-term emergency operations is provided.
- For larger operations the Council chambers, meeting rooms, and other support facilities are available.
- The Resource Center is located adjacent to services provided by Mono County and the Town Police Department.
- Space for a small number of overnight evacuees or first responders (restrooms, showers, kitchen etc.).
- The facility will have backup power to serve as a heating and cooling center.
- HVAC system and backup power also provides functionality for a clean air center.
- Space has a kitchen to meet needs during an emergency and may be used for other community educational programs and/or food donation/give away location.
- The facility will be connected to Digital 395 for Broadband service.
- Space may be provided to support the Eastern Sierra Small Business Resource Center.
- Space may be used as a community resource for training, educational and information sharing.

If this grant is unsuccessful the Town will apply for a similar program for $10 million in funding to meet the same needs as outlined above. The additional space required for primary uses in the Resilience Center is approximately 3,000 square feet. The program design incorporates another 5,600 square feet that includes expanded services areas and the Council Chambers. If the Town is not awarded the grant funds, the scope of the overall facility design will need to be reduced as discussed above. If the Town is awarded the lower grant amount of $10 million, then the scope will be refined to meet the requirements of the grant, with some reductions in overall space layout.

FINANCIAL CONSIDERATIONS:

Financial and Space Considerations

The financial model has two options based on whether or not the Town receives the Resilience Center grant of $12.6 Million. With the grant, a 23,600 square foot building is projected. Without the grant the building size will be reduced to 18,500 square feet. The initial cost estimate uses a high estimated value of all the building and site work. Off-site work for utilities, road, sidewalks, EV capacity, and parking is $4,000,000 The per square foot building cost is estimated at $1,000 per square foot. These estimates are rough and assume that current construction costs will increase as the project moves forward. The cost incorporates all elements of the project such as furniture and fixtures, signage, AV improvements, updated office systems, soft costs, permits, etc. The higher cost estimate reduces the risk of needing to value engineer the project to meet a lower budget target. This is one of the lessons learned from reviewing other recent public building projects that fell short in areas such as: AV/Technology, furnishings, soundproofing, adequately sized and number of offices/workspaces, adequate support and storage space, snow management plans, work/meeting space, undergrounding/up-sizing of infrastructure, and public facing service counters. The space layout incorporates an approach to allow for some moderate employee growth over time as well as changes in the work environment and the use of enhanced technology. The plan has additional meeting rooms and storage space and meets updated code requirements.

The cost estimate for the larger facility (includes the Resilience Center) is $27,600,000. Reduction in scope reduces the cost to $22,500,000. Space and cost are summarized as follows:

Element	Sq Ft with Grant-Option 1	Sq Ft Without-Grant Option 2
Office Space 2 Stories	15,000	14000
Council Chambers	2,000	2000
Lobby, RR, Storage etc.	3,600	2500
RC added Space	3,000	-
Total sq ft	**23,600**	**18,500**

Work program	Cost with Grant	Cost Without Grant
Off Site & Infrastructure	$ 4,000,000	$ 4,000,000
$1,000 Per Square Foot	$ 23,600,000	$ 18,500,000
Total	**$ 27,600,000**	**$ 22,500,000**

Debt financing is to be used to fully fund the project. For Option 1 debt issuance at a level to secure $15,000,000 in funding is assumed. For Option 2 debt issuance is at a level to

secure $22,000,000. The Town will need to provide an additional $500,000 in funding or savings. The term of debt on Option 1 is 20 years and 25 years for Option 2. The interest rates are currently projected at 5.64% and 5.74% respectively. The debt includes 2.5 years of capitalized interest, which reflects the construction timeline with debt being issued in June 2024. The timing secures the funding for the Town to secure bids and begin the construction process. Construction schedule is estimated at 2.5 years, with a move in date prior to September 1, 2026. The first debt service payment due from the Town is June 6, 2027 (Fiscal Year 2026-27). If Council direction is to proceed, staff will spend time to firm up the debt estimates and refine cost projections. Interest rates are best estimates and subject to change as well.

The debt structure assumes wrapping in existing debt as outstanding bonds are paid off. Funds used for internal loan payments are also assumed to be used for debt service. The debt service structure assumes lower principal payments in the early years and increases as existing debt is retired. Existing debt service includes three current debt payments. The first is the payment of internal debt from the General Fund to the vehicle replacement fund. The minimum payment is $340,000. This debt is anticipated to be fully repaid prior to the first debt service payment. The second is the payment for lease revenue bonds used to fund the police station. Annual payment is approximately $315,000. This debt will be paid off in FY28-29, with the final payment the following year to be made from the bond debt reserve. Starting in FY29-30 $315,000 will be available for the new debt. The third debt is payment on the Airport related Judgement Bonds used to retire the settlement payment. The Town allocates $2M per year for this debt. This is approximately $130,000 more than what is owed which is available to use for the proposed debt. The bonds will be paid off in FY35-36, at which time the additional $1,870,031 will be available for the new debt. The last funding source is the use of the lease payment made on the current Town Office space and a portion of the CAM (Common Area Maintenance) charges, for a net total of $375,000 per year. The model assumes $100,000 per year in ongoing operating cost of the new building from current CAM charges. The first fiscal year will be lower due to the timing of moving Town operations out of the existing building planned for September 2026. The following chart provides an overview of the net additional cost or savings (noted as a negative) to the general fund.

DRAFT			$15M	$22M
	Debt Issued June 2024		$16.780M	$25.380M
	$15M Debt	$22M Debt	Net	Net
	$12.6M Grant	25 Years	Gen.	Gen.
2.5 yrs. Cap Int	20 Years 5.63893%	Int. 5.72469%	Fund	Fund
Cap. Interest	$ 1,935,688	$ 2,889,780		
FY26-27	$ 487,137	$ 677,956	$(264,113)	$ (73,294)
FY27-28	$ 914,275	$ 1,250,912	$ 69,275	$ 405,912
FY28-29	$ 912,025	$ 1,245,912	$ 67,025	$ 400,912
FY29-30	$ 914,525	$ 1,240,912	$(245,475)	$ 80,912
FY30-31	$ 1,226,525	$ 1,235,912	$ 66,525	$ 75,912
FY31-32	$ 1,227,525	$ 1,630,912	$ 67,525	$ 470,912
FY32-33	$ 1,227,275	$ 1,605,912	$ 67,275	$ 445,912
FY33-34	$ 1,230,775	$ 1,580,912	$ 70,775	$ 420,912
FY34-35	$ 1,227,775	$ 1,555,912	$ 67,775	$ 395,912
FY35-36	$ 1,228,525	$ 1,530,912	$ 68,525	$ 370,912
FY36-37	$ 1,952,775	$ 2,205,912	$(422,225)	$ (169,088)

Wrapping current debt in the proposed debt for the new office facility results in a net cost to the General Fund of $35,311 on the net $15M issuance over a 10-year period, which is an average of $3,531 per year. The net cost to the General Fund over the 10-year period of the net $22M debt issuance is $2,999,491, or $300,000 per year on average. Funds may also be set aside during construction to offset additional debt payments. The additional debt service may be pre-funded with unallocated TOT (or other sources) revenues or may be included in the annual operating budget. Beginning in FY36-37 there is net cash flow to the General Fund. These numbers will be refined as the project progresses. While there is a net impact to the General Fund over the first ten-year payment period starting in FY26-27. The additional debt burden is relatively low.

SUMMARY:

The proposed new Town Office Facility is a financially viable project designed to meet the current and future operations of the Town. If the proposed State Grant is received, the cost to the Town will be reduced and the scope of services provided to the community enhanced. Staff are recommending Council authorize staff to work with HMC Architects to continue the design process. The detailed design work is needed to refine cost estimates and finalize operational needs and construction means necessary to complete the work by September 2026. The Council has previously set aside $1.9 million for the design, work which was recently augmented with an additional $300,000, in part due to the added space potential and to ensure that adequate funding is available to prepare design and construction documents. An updated schedule, cost estimate, and full debt service schedules will be provided as the project concept designs are completed.

Historical Background

Vision of a Civic Center for Mammoth Lakes

The Town has done significant planning work over the past 15+ years, identifying the Mammoth Community Facilities Land Exchange (McFlex) parcel as a future Civic Center site, with the intention of building public administrative offices and other public uses on the site. The history of the McFlex parcel is complicated, but in simple terms, the overall parcel was purchased by the Town of Mammoth Lakes, Mono County (County), and Southern Mono Healthcare District (Hospital) in 2007. The Administrative Office of the Courts (AOC) later purchased a portion of the property for construction of the existing courthouse. In the purchase agreement for the property between the Town, County, and Hospital, the following items were included in the program assumptions for future development of the site:

- Police Department
- Superior Court
- County Offices
- Town Offices
- Hospital addition
- Civic Plaza
- Parking

When the property was purchased, a Memorandum of Understanding (MOU) was created between the Town, the County, and the Hospital. In the recitals of the MOU, it discusses the intended future use of the property:

"The Town and the County agree to work together to maximize the best and most efficient use of the Property and to jointly participate in the planning for the future use and development of the Property. Both the Town and the County agree that the starting point for all planning and development of the Property is the mutually shared vision of a civic center containing municipal facilities and accessory uses that complement municipal facilities, including, but not limited to, adequate access, infrastructure, parking, transportation hub, and landscaping."

The 2007 General Plan continues this planning work. The "Neighborhood and District Character" element of the General Plan discusses the McFlex parcel as part of the Gateway district and identifies that area as being "the future Civic Center site," among being designated for other public uses including schools, hospitals, industrial parks, libraries, parks, trails, and open space. The General Plan goes on to describe the characteristics for the Civic Center. It states that the Civic Center should be "conveniently accessible to the community and clients (via) transit, vehicular, bike, and pedestrian access." It should also "serve as an important community activity center" including being a "strategic parking resource linked to transit" and an "economic development catalyst to Tavern Road and Sierra Park Road areas." Finally, the Civic Center should "reinforce the importance of legislative and judicial function of the people (and) civic events and functions."

Appendix C of the General Plan, the Physical Development Concept, also refers to the future Civic Center on the McFlex parcel. It identifies the Civic Center as a public amenity and future venue site, and states that Civic Center and other future amenities identified are "highly desired by the community and are important facilities for economic sustainability and to create a livable community."

The Town has completed several capital improvement projects and other infrastructure in anticipation of a future Civic Center on the site. These include a new sidewalk and storm drain on Sierra Park Road and a Digital 395 node located near the site. The Town completed construction of the new Police Station in November 2017. This, along with the existing courthouse and construction of the South Mono County Administrative Office are contributing toward the Town's vision of developing an integrated Civic Center. Recent building plans prepared by Mammoth Hospital are part of the vision the Civic Center site.

The 2008 Master Facilities Plan (MFP) identifies the McFlex parcel as a future Civic Center. The MFP states that the project would "likely be built in conjunction with a new South Mono County Administrative Center." It also states that the "public would benefit by having all Town functions in a centrally located area and would save in operating costs and eliminate rental costs." The initial plans to jointly build government facilities with the County did not move forward. The concept plans a currently presented, continue to keep the overall vision for the Civic Center site. The addition of a Community Resiliency Center will further this vision.

Attachments:
Site Plan
Preliminary Floor Plans
Preliminary Elevation

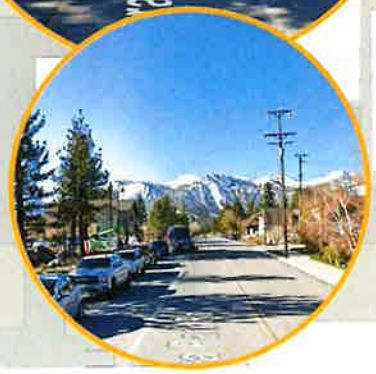
DRAFT

SITE PLAN

Existing Parking: 148
Existing Accessible Parking: 6
Police Parking: 17
Accessible EV Parking: 1
EV Parking: 1

Proposed New Parking: 40
Proposed Accessible Parking: 4
Proposed EV Parking: 1







Mammoth Lakes CALIFORNIA

0 25 50 100 200

HMC Architects

DRAFT

CONCEPTUAL RENDERINGS



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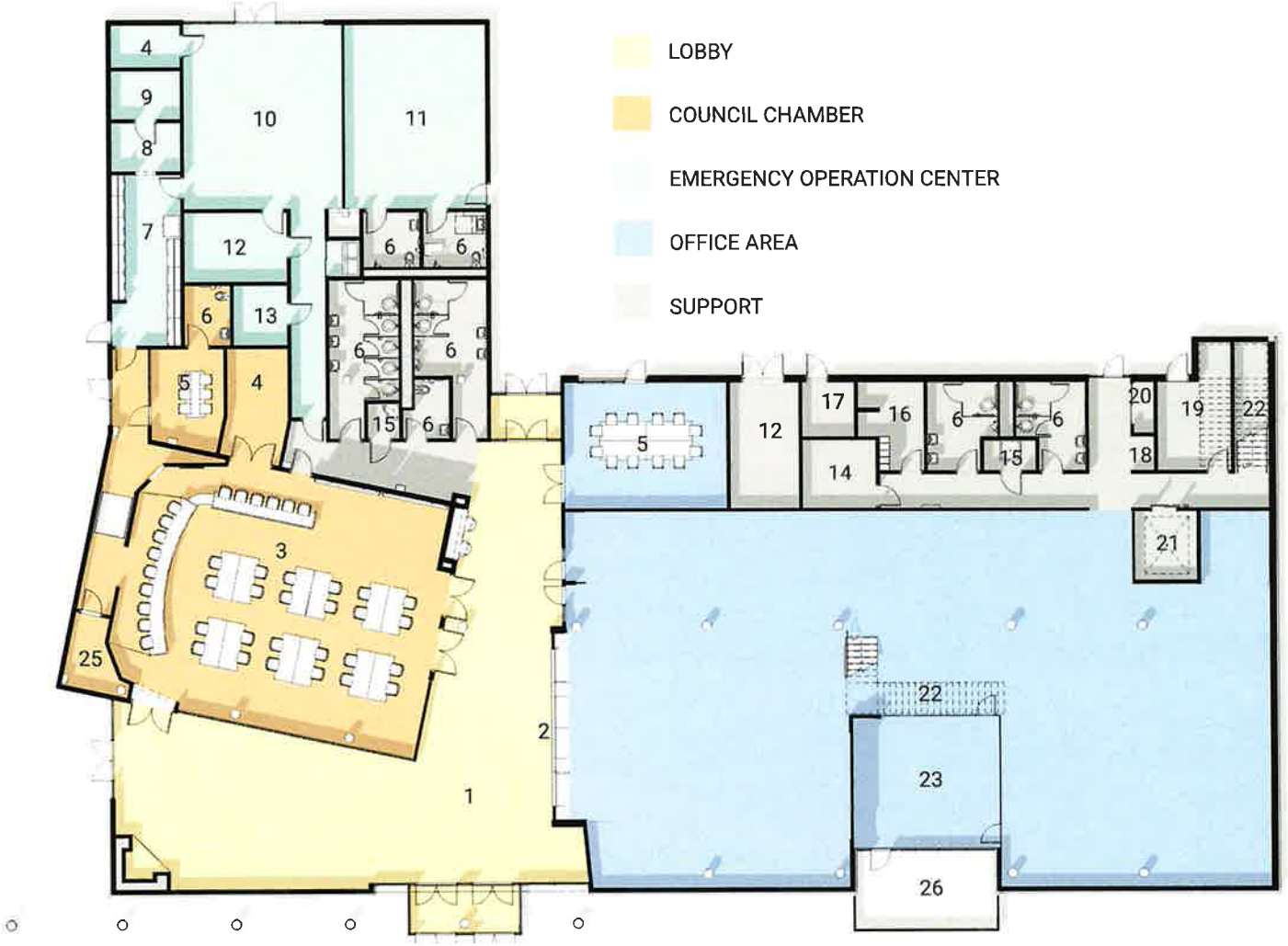
CONCEPTUAL RENDERINGS



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FLOOR PLANS

1. Lobby
2. Counter
3. Council Chamber
4. Storage
5. Meeting Room
6. Restroom
7. Kitchen
8. Pantry
9. Cooler
10. Day Room
11. Sleeping Area
12. Electrical
13. Mechanical
14. Data
15. Janitor
16. Shower/Locker
17. Riser Room
18. Mailbox
19. Bicycle Storage
20. Recycling
21. Elevator/Room
22. Staircase
23. Breakroom
24. Mother's room
25. AV
26. Staff Patio



FIRST FLOOR PLAN

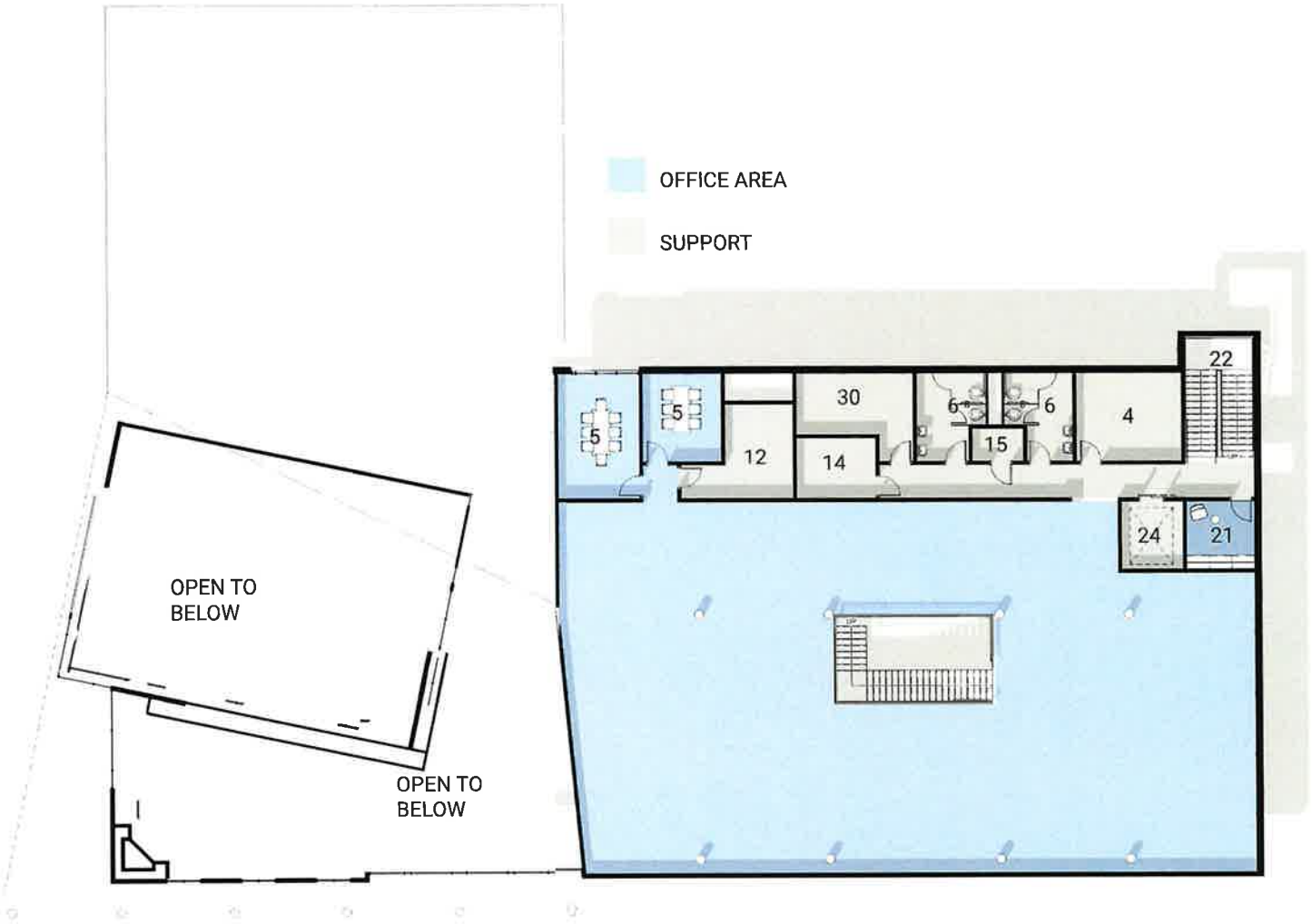
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HMC Architects

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FLOOR PLANS

1. Lobby
2. Counter
3. Council Chamber
4. Storage
5. Meeting Room
6. Restroom
7. Kitchen
8. Pantry
9. Cooler
10. Living Space
11. Bedbunk
12. Electrical
13. Mechanical
14. Data
15. Janitor
16. Shower/Locker
17. Riser Room
18. Mailbox
19. Bicycle Storage
20. Recycling
21. Elevator/Room
22. Staircase
23. Breakroom
24. Mother's room
25. AV
26. Staff Patio
27. Vault



Mammoth Lakes CALIFORNIA

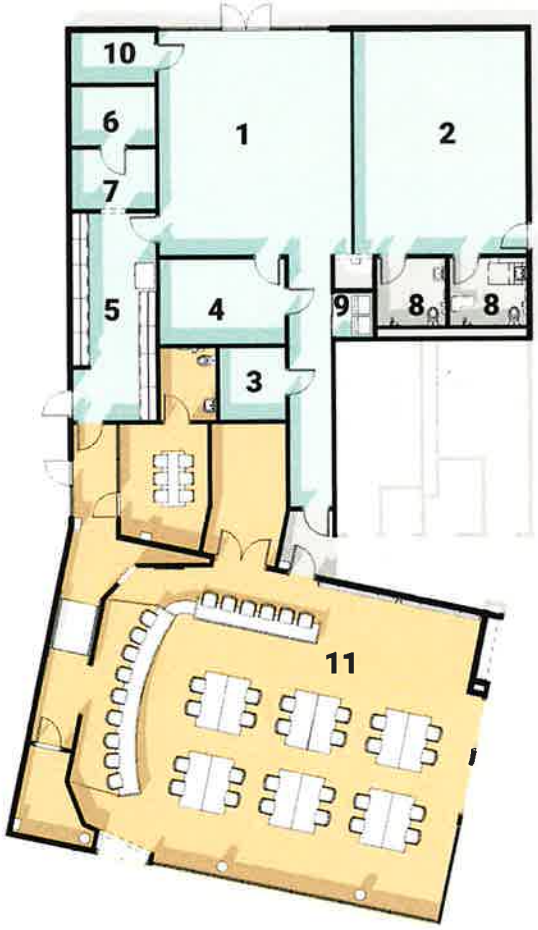
SECOND FLOOR PLAN

0 5 10 20 40

HMC Architects

DRAFT

EMERGENCY OPERATION CENTER



1. Day Room
2. Sleeping Area
3. Mechanical
4. Electrical
5. Kitchen
6. Cooler
7. Pantry
8. Restroom/Shower
9. Laundry
10. Storage
11. Command Center

Space Requirements

Planners should consider both minimum and maximum staffing levels, including staff necessary to sustain 24-hour operations. Staffing numbers should include any liaisons from other agencies or levels of government who may arrive in response to an incident.

Additional Personnel Space Requirements

Planners should consider the need for support services, restroom space, meeting space and a "quiet room" for stress counseling. Ideally, personnel will also have designated areas for meals, rather than having to eat in their workspace, as well as a space set aside for breaks and relaxation, where feasible. Storage for emergency food and water supplies is also necessary. Finally, planners should consider the need for executive office space.



Mammoth Lakes Town Council
Agenda Action Sheet

Title: Approval of local agency collaboration agreement for implementation of the California Radio Interoperable System (CRIS) Trunked Radio Service in Mono County.

Council Meeting Date: 8/16/2023

Prepared by: Daniel C. Holler, Town Manager

Recommended Motion: Approve the local agency collaboration agreement for implementation of the California Radio Interoperable System (CRIS) Trunked Radio Service in Mono County and authorize the Mayor to sign the agreement.

Summary:

The Town, Mono County, Mammoth Lakes Fire Protection District, and other radio users have been working to update the existing radio communications system for some time. The selected means to upgrade the system is to join with the California Radio Interoperable System (CRIS) operated by the State. The attached agreement between the Local Agencies (Town, County, and Fire District) provides for the allocation of costs and financial management. The primary agreement with the State will be managed by Mono County. The Town and Fire District will be responsible for the purchase of their radios. The County will bill each agency for the required State subscription fees. We will see an offset for a portion of the subscription fees over several years as we are providing system infrastructure. The infrastructure cost is covered by a federal appropriation.

The Town has set aside $1.5 million in funding for this project to cover the Town's share. This includes the cost of radio purchases, programming, and vehicle installation. Radio related costs are expected to be less than $400,000, including installation. We will be acquiring a total of 141 radios, with the initial order being placed by the County for 124 radios. The overall cost will be lower than anticipated, due to the federal funds offsetting the two communications sites in the Town. Staff is recommending that replacement/additional radios fund be established at a minimum of $400,000 to provide for replacements over the next several years. Funding for the annual subscription fees is also recommended to allow for a transition to full annual payments over time. Initial cost is estimated at $50,000 per year, with the first year being free of charge. The subscription fees pay the State for the ongoing maintenance and updates to the overall system. Consultant support for the project is being shared by the Town and County.

The recommendation is to approve the local agency collaboration agreement as presented and authorize the Mayor to sign the agreement. The draft agreement between the State and Mono County is also provided for information.

AGREEMENT FOR LOCAL AGENCY COLLABORATION IN IMPLEMENTATION OF THE CALIFORNIA RADIO INTEROPERABLE SYSTEM (CRIS) TRUNKED RADIO SERVICE IN MONO COUNTY

THIS AGREEMENT is made and entered into among the County of Mono, a political subdivision of the State of California (the County) the Town of Mammoth Lakes, a California municipality (the Town) and the Mammoth Lakes Fire Protection District, a Fire Protection District organized under California's Fire Protection District Law (the Fire District). The County, Town and Fire District are collectively referred to as the Agencies and individually as an Agency.

WHEREAS, the Agencies have collaborated to implement the California Radio Interoperable System (CRIS) trunked radio service provided by the Governor's Office of Emergency Services, Public Safety Communications (Cal OES/PSC) within Mono County and the Town of Mammoth Lakes as a means to upgrade and enhance emergency radio communications; and

WHEREAS, the Agencies wish to set forth the terms and conditions of their collaboration, and to provide for the sharing of necessary costs associated with participation in the CRIS through entry into this Agreement.

NOW, THEREFORE, the County, the Town and the Fire District, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, agree as follows:

1. **County's Obligations**. The County will:

   a. Enter into site leases on terms agreed to between County and the property owners for the following locations where CRIS infrastructure will be installed by Cal OES/PSC and thereafter assign the site leases to Cal OES/PSC:
      i. Mammoth Lakes Fire Station No. 1
      ii. Lincoln Mountain – Mammoth Mountain Ski Area
      iii. June Chalet – June Mountain Ski Area
      iv. Antelope Valley Fire Protection District station

   b. Enter into the California Radio Interoperable System (CRIS) Trunked Radio Service Agreement with Cal OES/PSC (the Subscriber Agreement). A copy of the Subscriber Agreement has been provided to the Town and the Fire District and is incorporated herein by this reference.

   c. Pursuant to the Subscriber Agreement, pay to Cal OES/PSC a monthly subscriber fee for each radio assigned to a primary subscriber of the CRIS system in Mono County, including primary subscribers who are employees or designees of the Town and/or the Fire District.

d. Invoice the Town and the Fire District for the amount of subscriber fees paid by the County on behalf of subscribers who are Town or Fire District employees or designees, respectively.

e. Purchase and pay for 124 radios for use by subscribers who are employees or designees of the Town and 100 radios for use by subscribers who are employees or designees of the Fire District. Upon written request, purchase and pay for additional radios for use by the Town's or the Fire District's employees or designees, subject to reimbursement as provided below.

f. Invoice the Town and the Fire District for the actual cost of the radios purchased on behalf of each Agency. Any additional radios purchased by County at a future date upon written request of the Town or the Fire District shall become subject to this Agreement as if initially set forth herein.

g. Contribute up to $1,550,000 towards site development and infrastructure purchase at the four sites described in paragraph 1.a., and towards infrastructure purchase at one additional site leased directly to Cal OES/PSC by ATT and located at Benton Mountain, all in accordance with the terms of the Subscriber Agreement.

2. Town and Fire District's Obligations. The Town and the Fire District will:

a. Pay all amounts invoiced by County, respectively, for subscriber fees within thirty (30) calendar days of receipt of the invoice.

b. Pay all amounts invoiced by County, respectively, for radio purchase and system contribution within thirty (30) calendar days of receipt of the invoice. This amount is $272,836.90 to be paid by the Town and $83,202.72 to be paid by the Fire District. Any additional radio purchases under subsections 1.e and 2.b of this Agreement shall be reimbursed separately.

c. Provide and pay for the maintenance of all CRIS system radios assigned to that Agency's employees or designees.

d. Notify County in writing if additional radios are needed and whether County is requested to procure/purchase such radios. If Town or Fire District make the purchased, coordinate with County regarding programming and features to ensure correct radios are purchased.

e. Notify County in writing of any respective increase or decrease in the number of primary subscribers to the CRIS as soon as it is known. Continue to reimburse County for any costs associated with subscribers to be deleted until such time as Cal OES/PSC ceases to charge County for same.

3. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but

only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

4. Term. This Agreement shall be in effect from the date of last execution set forth below and shall remain in effect until terminated as provided below.

5. Amendments. No alteration or variation in the terms of this Agreement shall be valid or binding unless made in writing and signed by the Agencies.

6. Termination. This Agreement shall remain in effect so long as the County is obligated to make payments to Cal OES/PSC for the CRIS under the Subscriber Agreement for radios assigned to and/or used by the Town or the Fire District. If the Town and/or Fire District wish to terminate this Agreement, the Agency desiring termination shall provide written notice to all non-terminating Agencies. The Agencies shall thereafter meet collectively, and County shall meet with Cal OES/PSC, to implement a modification to the Subscriber Agreement, where necessary, to exclude the terminating Agency or Agencies. Upon such exclusion, this Agreement may be terminated as to the excluded Agency or Agencies.

7. Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address during the term of this Agreement, shall be in writing and may be personally served, emailed or sent by prepaid first-class mail to the respective Agency as follows:

County of Mono:
Attn: Chris Mokracek
P.O. Box 696
Bridgeport, CA 93517
cmokracek@mono.ca.gov

Town of Mammoth Lakes:
Attn: Dan Holler
P.O. Box 1609
Mammoth Lakes, CA 93546
dholler@townofmammothlakes.ca.gov

Mammoth Lakes Fire Protection District:
Attn: Alex Tomaier
P.O. Box 5
Mammoth Lakes, CA 93546
ales@mlfd.ca.gov

8. Entire Agreement. This Agreement contains the entire agreement of the Agencies, and no representations, inducements, promises, or agreements otherwise between the Agencies not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the Agencies.

IN WITNESS THEREOF, the County, the Town and the Fire District have executed this Agreement as of the date last shown below.

MONO COUNTY:

_____ _____
Rhonda Duggan, Board Chair Date

APPROVED AS TO FORM:

_____
COUNTY COUNSEL

TOWN OF MAMMOTH LAKES:

_____ _____
John Wentworth, Mayor Date

APPROVED AS TO FORM:

_____
TOWN ATTORNEY

MAMMOTH LAKES FIRE PROTECTION DISTRICT:

_____ _____
Roger Curry, Commission Chair Date

APPROVED AS TO FORM:

_____
DISTRICT COUNSEL

California Radio Interoperable System (CRIS) Trunked Radio Service Agreement

This Cooperative Service Agreement ("Agreement") is hereby entered into on _____, 2023 by and between the California Governor's Office of Emergency Services, Public Safety Communications, referred to herein as "Cal OES/PSC" and the County of Mono, referred to herein as the SUBSCRIBER. Together, Cal OES/PSC and the SUBSCRIBER shall collectively be referred to as the "Parties."

RECITALS

WHEREAS, the CRIS is a statewide trunked radio system designed to provide state, federal, local, and tribal public safety first responders the ability to seamlessly communicate intra-agency and inter-agency across the majority of the State of California;

WHEREAS, the CRIS operates in the 700/800 MHz and very high frequency spectrum utilizing Project 25 Phase II technology and provides mobile radio coverage along the major traffic arteries throughout the State of California as well as the major areas of the state's population;

WHEREAS, to expand and enhance coverage in densely populated areas of the State of California such as San Diego, Sacramento, Los Angeles and San Francisco, the CRIS will link with existing regional trunked radio systems;

WHEREAS, the CRIS is managed by Cal OES/PSC and Cal OES/PSC is responsible for engineering, maintaining, operating and modifying the system;

WHEREAS, Cal OES/PSC is also responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for all equipment operating on the CRIS system frequencies;

WHEREAS, certain agencies who would like to participate in the CRIS shall do so by entering into this Agreement with the Cal OES/PSC;

WHEREAS, the CRIS will provide SUBSCRIBER with improved radio frequency coverage and enhanced ability to intercommunicate with other first responders during emergency situations;

WHEREAS, Cal OES/PSC will receive fees from the SUBSCRIBER to access the CRIS and such fees will help to further develop the CRIS and provide more efficient use of California's allocated 700/800 MHz and VHF frequency spectrum;

WHEREAS, by signing this Agreement, both Parties benefit by being able to more efficiently coordinate actions in the event of an emergency through a common radio communications system.

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

AGREEMENT

Under this Agreement, Cal OES/PSC shall provide trunked radio services to the SUBSCRIBER through the CRIS. Such services shall be provided based solely on the terms and conditions set forth herein.

1. Cal OES/PSC RESPONSIBILITIES

Cal OES/PSC hereby agrees that it will:

1.1. Provide 700/800 MHz trunked public safety radio communications (and VHF trunked public safety radio communications in the Eastern Sierra range) service on a 24 hours per day, 7 days per week, 365 days per year basis to SUBSCRIBER. Cal OES shall provide mobile radio coverage to SUBSCRIBER through the CRIS along major traffic arteries throughout California and in densely populated and rural areas throughout the state. For current predicted coverage, please refer to the CRIS website at www.caloes.ca.gov/CRIS.

1.2. Ensure normal system maintenance will be performed as required on a 24- hour per day, 7 day per week, 365 days per year schedule on the CRIS to minimize any system infrastructure down time. Planned outages for scheduled maintenance for CRIS will be posted on the CRIS website and notification emailed to a representative designated by SUBSCRIBER . Repairs to the CRIS will be completed as defined under the Outage Reporting Policy at www.caloes.ca.gov/CRIS.

1.3. Provide, as a basic service to the SUBSCRIBERS, the following: Primary SUBSCRIBERS, defined as radios assigned to SUBSCRIBER agencies or departments that have their own talk groups will pay a monthly SUBSCRIBER fee to utilize the system for day-to-day communications, and receive as many talk groups as reasonably requested by SUBSCRIBER. Secondary SUBSCRIBERs defined as radios assigned to SUBSCRIBER agencies or departments that do not have their own talk groups will not be required to pay a SUBSCRIBER fee but will only have access interoperability talk groups.

1.4 Subject to Appendix A, charge a monthly SUBSCRIBER fee per unit, as listed in the CRIS User Handbook. The SUBSCRIBER will be exempt from all other system fees including any system activation fees. Refer to CRIS Rate Structure Sheet at www.caloes.ca.gov/CRIS.

1.5 Cal OES/PSC will install the site infrastructure at SUBSCRIBER provided or SUBSCRIBER designated facilities at its own cost. SUBSCRIBER will make site improvements at the sites as reasonably requested by Cal OES/PSC at SUBCRIBER'S cost.

1.6 Provide and maintain microwave and or fiber backhaul for the sites.

1.7 Provide maintenance, upgrades, repairs and all related maintenance on site equipment purchased by SUBSCRIBER and legally transferred to Cal OES/PSC pursuant to paragraph 2.7 of this Agreement.

1.8 Allow SUBSCRIBER to connect Cal OES/PSC approved radio consoles into the core system at no cost. The SUBSCRIBER is responsible for radio vendor- and console vendor-related costs associated with their installation, such as CSSI port licenses.

1.9 Allow SUBSCRIBER to utilize the existing LTE to LMR gateway for SUBSCIBER talk groups at no subscription cost from the state. The SUBSCRIBER is responsible for radio vendor related costs associated with their installation, such as LTE access licenses and LTE related fees.

2. SUBSCRIBER RESPONSIBILITIES

SUBSCRIBER hereby agrees that it will:

2.1. Pay Cal OES/PSC all fees, as set forth in this Agreement, including Appendix A, for the trunked radio system services through the CRIS in the agreed upon timeframe defined in Section 10 of this Agreement.

2.2. Keep Cal OES/PSC apprised as to the number of SUBSCRIBER radios utilizing the CRIS system. This shall be accomplished by utilizing forms TDe-115 and TDe-601 at www.caloes.ca.gov/CRIS to update Cal OES/PSC on the radios authorized by the SUBSCRIBER to operate on the CRIS. Activated radios not removed from the CRIS by the SUBSCRIBER shall continue to be charged to the SUBSCRIBER at the agreed upon service rate.

2.3. Maintain equipment not transferred to Cal OES/PSC operating on the CRIS to applicable FCC Title 47 Part 90 Code of Federal Regulations at: (https://www.fcc.gov/wireless/bureau- divisions/technologies-systems-and-innovation-division/rules-regulations- title-47).

2.3.1. State of California SUBSCRIBERS shall utilize Cal OES/PSC for installation, maintenance, and repairs of all agency equipment operating on the CRIS pursuant to California Government Code 15277 and State Administrative Manual Section 4530.

2.3.2. Non-State of California SUBSCRIBERS shall be responsible for the installation, maintenance, and repairs of the SUBSCRIBER owned radio equipment including dispatch consoles, base stations, mobile and portable radios. If a Non-State of California SUBSCRIBER does not have the resources for installing, maintaining, or repairing the CRIS equipment, then the SUBSCRIBER may enter into a separate agreement for required services with Cal OES/PSC.

2.4. With the exception of fire protection districts and other first-responders operating within Mono County, SUBSCRIBER will not lease, loan, give or provide in any form the SUBSCRIBER owned equipment operating on the CRIS to any third party agencies for their use on the CRIS.

2.5. Observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and to operate the equipment in a reasonable manner so as not to cause undue interference with any other agency participants using the CRIS.

2.6. Maintain any County-owned or leased facilities (collectively, “Facilities”, individually “Facility”) that house CRIS trunking infrastructure transferred by SUBSCRIBER to Cal OES/PSC, including:

2.6.1. Provide shared tower space for antennas and or microwave radios at no cost to Cal OES/PSC, pursuant to separate lease or license agreements at the following four Facilities sub-leased to CalOES/PSC, or such other site(s) as may be agreed by the parties, pursuant to separate lease/license or sub-lease/license agreement(s) between SUBSCRIBER and CalOES/PSC:

- Mammoth Lakes Fire Station No. 1
- Lincoln Mountain – Mammoth Mountain Ski Area
- June Chalet – June Mountain Ski Area
- Antelope Valley Fire Protection District Station

2.6.2. Provide electrical power at each Facility at no cost to Cal OES / PSC.

2.6.3. Provide and maintain a backup power generator at each Facility

2.6.4. Provide an HVAC system capable of adequately cooling/heating the room with equipment at each Facility

2.7. Transfer title to equipment/infrastructure as accepted by Cal OES/PSC to improve coverage. Upon transfer of equipment/infrastructure under this agreement, SUBSCRIBER affirms that it has the good and complete right, title, and interest in the equipment/infrastructure. It has the full authority to give, transfer, and assign the title of the equipment/infrastructure and that it is free and clear of all encumbrances and restrictions. Equipment/infrastructure transferred upon execution of this Agreement and accepted by CalOES/PSC is listed in Appendix B.

2.8. Keep all radio communication brief and to the point. Radio system traffic

shall be limited to official business only. SUBSCRIBER is responsible for the appropriate use of the system in accordance with the Acceptable Use Policy at www.calos.ca.gov/CRIS.

3. BILLING

3.1. SUBSCRIBER agrees to pay Cal OES/PSC monthly for the 700/800 MHz trunked radio service through the CRIS. The actual amount of monthly fees will be determined by the number of radios registered on the CRIS system at the beginning of each monthly billing period and offset in accordance with Appendix A.

3.2. Payment of fees for State of California SUBSCRIBERs using CRIS will be electronically transferred from SUBSCRIBER to the Cal OES/PSC using a billing number.

3.3. Non-State of California SUBSCRIBERs will be billed monthly and will remit payment to Cal OES/PSC via check to:

State of California, Governor's Office of Emergency Services
Attn: Accounting Office
3650 Schriever Avenue
Mather, CA 95655-4203

3.4. SUBSCRIBER shall schedule the payment of invoices to the Cal OES/PSC no later than 30 days after receipt of said invoice. If errors are found in the invoice or the SUBSCRIBER disputes the invoice charges or services rendered, the SUBSCRIBER shall immediately notify Cal OES/PSC in writing. Partial payment of an invoice without Cal OES/PSC's approval is prohibited. SUBSCRIBER's failure to make timely payments in compliance with this section may result in action as defined in Section 4, Right to Suspend Service.

3.5. It is the SUBSCRIBER'S responsibility to inform Cal OES/PSC of any changes in service.

4. RIGHT TO SUSPEND SERVICE

4.1. Subject to the below regarding notice and opportunity to cure, Cal OES/PSC reserves the right to suspend SUBSCRIBER'S ability to add/remove equipment, modify existing service or add a new service should SUBSCRIBER fail to make timely payment to Cal OES/PSC for the services rendered. If SUBSCRIBER fails to make any payment or fails to perform as required by any other provision hereunder, SUBSCRIBER will be notified in writing of the violation. SUBSCRIBER must correct the violation within 30 days of notice or such longer period as may be agreed upon by the parties, or Cal OES/PSC may suspend SUBSCRIBER's service.

4.2. Notwithstanding the above, and subject to the above provisions regarding notice and opportunity to cure, Cal OES/PSC shall have the right to immediately suspend SUBSCRIBER'S ability to add/remove equipment, modify existing service or add a new service at any time if SUBSCRIBER fails to use the CRIS in accordance with rules and regulations of the FCC or if SUBSCRIBER fails to use the CRIS in accordance with applicable laws and regulations, including the terms of this agreement, CRIS policies or attachments thereto.

5. RADIO PROGRAMMING

5.1. All State of California SUBSCRIBER radios shall be programmed for use on the CRIS system by Cal OES/PSC or another authorized programmer, as determined by Cal OES/PSC in its sole discretion.

System keys may be provided to non-state SUBSCRIBERs or independent private service shops providing a programming service to non-state SUBSCRIBERs for radio programming of the CRIS frequencies into non-state-owned equipment. System key requests must be made in writing to Cal OES/PSC. SUBSCRIBER hereby agrees that system keys will be surrendered immediately, if requested by the Cal OES/PSC.

6. COVERAGE

6.1. The CRIS is designed to provide mobile radio coverage along the State's major traffic arteries as well as 60% of the State's geographical area and 90% of the State's population. SUBSCRIBER understands and agrees that 100% coverage of any area at all times is unrealistic and improbable. Testing and experience with actual field conditions indicate adverse propagation conditions can occur from both natural and manmade conditions. SUBSCRIBER understands and agrees that such events are beyond the reasonable control of Cal OES/PSC.

6.2. Upon SUBSCRIBER transferring a new siteto Cal OES/PSC, including the 5 sites listed in paragraph 2.6.1, Cal OES/PSC will provide coverage mapping of both RSSI and BER demonstrating both mobile and portable radio talk-in coverage. SUBSCRIBER further understands and agrees that Cal OES/PSC is not providing a warranty of coverage for the CRIS.

7. TALK GROUP PRIORITY

SUBSCRIBER understands and agrees that, except to the extent that it is a first responder and in accordance with the following, it may experience limited or no access to the CRIS during an emergency talk group activation. To ensure that first responders have access to the system during normal and emergency situations, talk group access has been prioritized as follows:

7.1. Priority One - Emergency Identification

7.1.1. An "Emergency Identification" is defined as the message received when a public safety member calls for immediate assistance by activating an emergency button or switch on the user radio equipment.

7.2. Priority Two - Public Safety

7.2.1. "Public Safety" includes the normal, daily radio transmissions of law enforcement, fire service, EMS/Medical providers, and disaster preparedness personnel using the CRIS. Agencies generally considered non-public safety, but support law enforcement and fire response agencies on a regular basis such as California Department of Transportation (DOT), shall be considered as Public Safety in regards to traffic prioritization.

7.2.2. "Public Safety" also includes the CRIS users whose typical lower priorities have been temporarily changed to resolve an unusual occurrence or large-scale disaster.

7.3. Priority Three - Non-Public Safety, Special Event

7.3.1. "Non-Public Safety, Special Event" includes planned events involving public service agency participants that are beyond the scope of their normal daily operations.

7.4. Priority Four - Non-Public Safety, Regular

7.4.1. "Non-Public Safety, Regular" includes the normal daily radio transmissions of public service agencies using the system.

8. USE AND EXPANSION OF TRUNKED RADIO SYSTEM

8.1. Cal OES/PSC may, at its sole and exclusive discretion, provide trunked radio system services to other entities through the CRIS. SUBSCRIBER understands and agrees that Cal OES/PSC may have entered into other service agreements to provide trunked radio services to certain public safety and non-public safety

Subscribers and intends to expand the number of users by entering into new agreements in the future. SUBSCRIBER also understands and agrees that Cal OES/PSC will expand the area covered by the CRIS to improve system performance in the future.

8.2. Cal OES/PSC agrees that any expansion of the system will not diminish the ability of SUBSCRIBER to use the CRIS.

8.3. Cal OES/PSC and SUBSCRIBER may mutually agree in the future to an exchange of value whereby the SUBSCRIBER funds the purchase of infrastructure/equipment in addition to that transferred under this Agreement, and transfers ownership to Cal OES/PSC which becomes part of the CRIS to expand the coverage footprint in an area determined by the SUBSCRIBER. In exchange, Cal OES/PSC will bear the cost of technical design, installation, and administrative costs necessary to render the equipment operable as part of the CRIS.

8.4. Any Real Property and/or radio frequency spectrum assets the SUBSCRIBER makes available for use in CRIS to facilitate the expansion of coverage of CRIS will be transferred from Cal OES/PSC back to the SUBSCRIBER and remain the property of the SUBSCRIBER in the event of a dissolution of this agreement.

9. WARRANTIES

Cal OES/PSC warrants that its management and operation of the CRIS will comply with reasonable and standard industry practices.

10. AGREEMENT TERM - AUTOMATIC RENEWAL

10.1. The term of this Agreement shall be for five years including the portion of the year commencing on the Effective Date of this Agreement and shall automatically renew on July 1st every five years thereafter. This Agreement shall automatically extend under the terms and conditions, rates, and charges then in effect for successive five (5) year periods provided that either party may terminate this Agreement at any time by giving to the other party written notice at least one hundred and eighty (180) days prior to the termination date or by giving to the other party written notice at least one hundred and eighty (180) days prior to the end of any extension

10.2. From the date of execution of this Agreement through July 1, 2024, the rates, charges, and fees due and payable by SUBSCRIBER shall be those identified in Appendix A of this Agreement.

10.3. After July 1, 2024, the rates, charges, and fees due and payable by SUBSCRIBER for any annual extension shall be the same as those during the preceding term unless Cal OES/PSC notifies SUBSCRIBER at least thirty (30) calendar days prior to SUBSCRIBER's deadline under paragraph 10.1 to terminate this Agreement of any changes in the rates, charges, or fees. If, after such notification, SUBSCRIBER does not terminate this Agreement and allows it to automatically renew, charges for the next term shall be at the new rates, charges, and fees set out by Cal OES/PSC in its notification prior to the automatic renewal date.

11. INTERRUPTION OF SERVICE

11.1 Except for actions required by this Agreement, Cal OES/PSC shall not be liable to SUBSCRIBER or any other person for any loss of service or damage resulting therefrom, regardless of the cause. Cal OES/PSC does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of Cal OES/PSC or its subcontractors, including, but not limited to, acts of God, acts of Governmental entities, acts of the public enemy, strikes, or severe weather conditions. In the event of any failure or delay attributable to the fault of Cal OES/PSC or its subcontractors, SUSBCRIBER agrees that its sole remedy shall be limited to a credit for loss of service.

12. GENERAL PROVISIONS

12.1. Applicable Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

12.2. Amendments

This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties.

12.3. Assignment

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

12.4. Captions

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

12.5. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

12.6 Entire Agreement

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof.

SIGNATURES

WITNESS WHEREOF, this agreement has been executed by the parties hereto as of date written below:

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES/PUBLIC SAFETY COMMUNICATIONS	**SUBSCRIBER:**
APPROVED BY:	APPROVED BY:
SIGNATURE DATE	SIGNATURE DATE
Steve Yarbrough Chief, Program Management Division Public Safety Communications	NAME/TITLE

Appendix A: Subscriber Fees

To provide access to the CRIS on a 24 hours per day, 7 days per week, 365 days per year basis Cal OES/PSC charges a monthly subscriber fee per unit to all subscription users as follows:

SUBSCRIBER and CalOES/PSC have agreed to enter into an exchange of value whereby SUBSCRIBER provides to CalOES/PSC infrastructure/equipment valued at $1,550,000.00, representing an Account Credit.

1. No-cost period –Beginning with the initial start-up and beneficial use of the CRIS in Mono County by SUBSCRIBER, a one-year period of forbearance is offered during which Cal OES will not charge normal subscription fees to the SUBSCRIBER .
2. Reduced-cost period – Beginning on the day following the No-cost period one-half of the primary subscriber devices, or the nearest integer greater than 50% of the number of primary subscriber devices shall pay the normal monthly rate listed in the CRIS Rate Structure Sheet at www.caloes.ca.gov/CRIS. The intent of this clause is to approximate a 50% reduction in the monthly subscription fees. This reduced-cost period will continue until the aggregate amount of the reduction of monthly subscription fees fully equals and offsets the Account Credit.
3. Regular cost period – Upon exhaustion of the Account Credit, all primary users of the CRIS will be charged subscription fees at the full normal monthly rate listed in the CRIS Rate Structure Sheet at www.caloes.ca.gov/CRIS. Secondary users shall not be charged a subscriber fee.

For the purposes of calculating the estimated duration of reduced monthly subscription fees to be debited from the Account Credit, SUBSCRIBER offers a good-faith estimate of 800 primary subscriber radios that will be programmed with access to the CRIS. Each month during the term of this Agreement, the actual number of radios programmed with access to CRIS will be tabulated by CRIS system core to arrive at the actual debit from the Account Credit. This report will be provided to the SUBSCRIBER to account for the reduced subscription costs. When the aggregate lifetime reduced subscription cost equals or exceeds the agreed upon Account Credit, the SUBSCRIBER will be notified and subsequently begin making monthly payments for the full amount of CRIS subscription fees as listed in the CRIS Rate Structure Sheet at www.caloes.ca.gov/CRIS
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Based on the agreed upon Account Credit and the good-faith estimate of radios, the reduced cost period is currently estimated to be thirteen and a half (13.5) years from the commencement of the reduced cost period. (see Figure 1).

Figure 1 – Offset Calculation Grid

Year	Number of Devices	Monthly Fee	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	August	Sept	Total Offset Amount	Aggregated Offset Amount
October 1, 2023 - September 30, 2024	800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
October 1, 2024 - September 30, 2025	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 124,800
October 1, 2025 - September 30, 2026	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 249,600
October 1, 2026 - September 30, 2027	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 374,400
October 1, 2027 - September 30, 2028	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 499,200
October 1, 2028 - September 30, 2029	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 624,000
October 1, 2029 - September 30, 2030	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 748,800
October 1, 2030 - September 30, 2031	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 873,600
October 1, 2031 - September 30, 2032	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 998,400
October 1, 2032 - September 30, 2033	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 1,123,200
October 1, 2033 - September 30, 2034	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 1,248,000
October 1, 2034 - September 30, 2035	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 1,372,800
October 1, 2035 - September 30, 2036	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 124,800	$ 1,497,600
October 1, 2036 - September 30, 2037	800	$ 26	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 400							$ 52,400	$ 1,550,000

Appendix B: Equipment and Infrastructure Transferred

The following equipment/infrastructure is hereby transferred by SUBSCRIBER to CalOES/PSC:

Mammoth Lakes Town Council
Agenda Action Sheet

Title: TOT Enforcement Update – Quarter 3 & 4 of Fiscal Year 22-23

Council Meeting Date: 8/16/2023

Prepared by: Rob Patterson, Administrative Services / Finance Director

Recommended Motion: No Action – Presentation Only

Summary: The Town of Mammoth Lakes enforcement team will provide a formal presentation of enforcement efforts to Town Council for the third and fourth quarter of FY22-23. Information will include the following: 1. Statistical data including Cases opened, Citations issued, and Revenue received. 2. Process Improvements implemented by the team. 3. Special Highlight. – Certified Properties Update

Enforcement Update

Quarters 3 & 4 – FY22-23

Rob Patterson

Administrative Services / Finance Director

August 16, 2023

Mammoth Lakes™
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Progress Updates

- Team continues to work with Deckard Technologies to refine the Certified Properties functionality. This is a scratch built system for collecting rental data and revenue by property. The integration should streamline comparisons of the rental activity and reported revenues.

- Trend of the half year has been certified remitters transitioning to enforcement cases for failure to remit and allowing their account to be closed due to inactivity. We conduct an investigation into the rental history and review a full 3 years of revenue statements. Similar for operators filing zero returns

- The Team has updated the assessment process for enforcement. Our initial assessment is based on our standard occupancy model and using the published nightly rate. Our final assessment determination now uses the estimated activity from Rentalscape for actual nights rented.

- Audit Refinements - Team continues to update our audit procedures, utilizing technology to estimate activity and inform on potential audits. The Team is also looking for a better understanding of how operators are remitting and using the information to prevent reporting errors moving forward.

- The update to the enforcement sections of the Town Municipal Code are proving to provide faster response times from operators but reducing the fine collection totals. Fines increased November 2022 from $500/$1,000 to $1,500/$3,000/$5,000.

- The Team has heard from several HOAs and community members regarding the challenges with transient rentals.

Activity Report

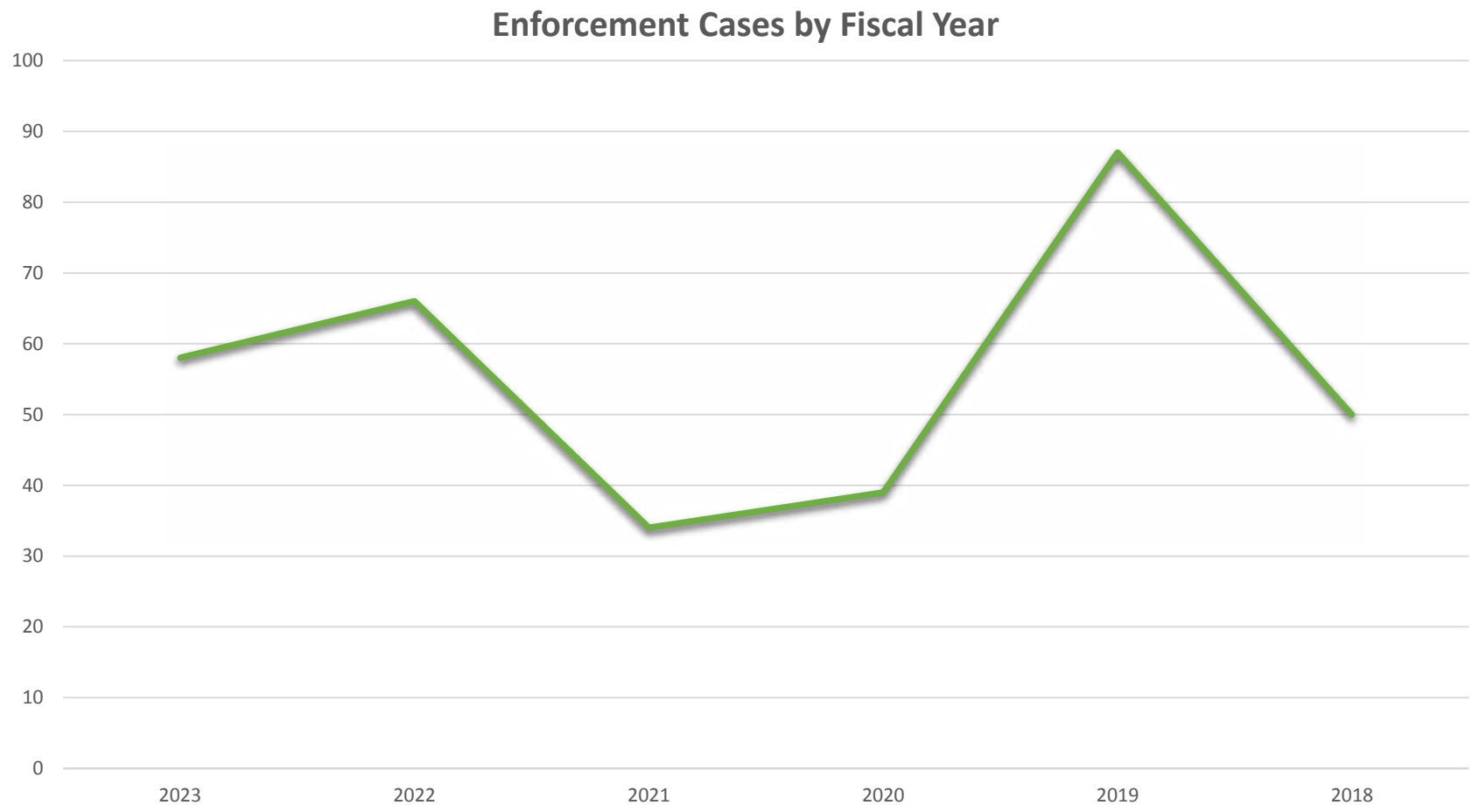
Transient Occupancy Tax Enforcement

Program Statistics FY22-23

Quarters 3 & 4	January - March 2023		April - June 2023		Fiscal Year Total		
	Zoning	Revenue	Zoning	Revenue	Zoning	Revenue	Total
Cases Opened during period	2	12	1	7	8	50	58
Actions Taken	QTR	QTR	QTR	QTR	YTD	YTD	YTD
Citations Issued	3	26	1	4	10	77	87
Assessments Issued	2	5	0	2	4	16	20
NOD issued	1	8	1	2	5	35	40
Certificates of Judgement	0	1	0	0	1	3	4
Violation $ collected	$ 27,264	$ 45,260	$ 10,952	$ 38,216	$ 44,792	$ 355,084	$ 399,876
Certificates of Judgement $	$ -	$ 29,099	$ -	$ -	$ 98,762	$ 41,079	$ 139,841

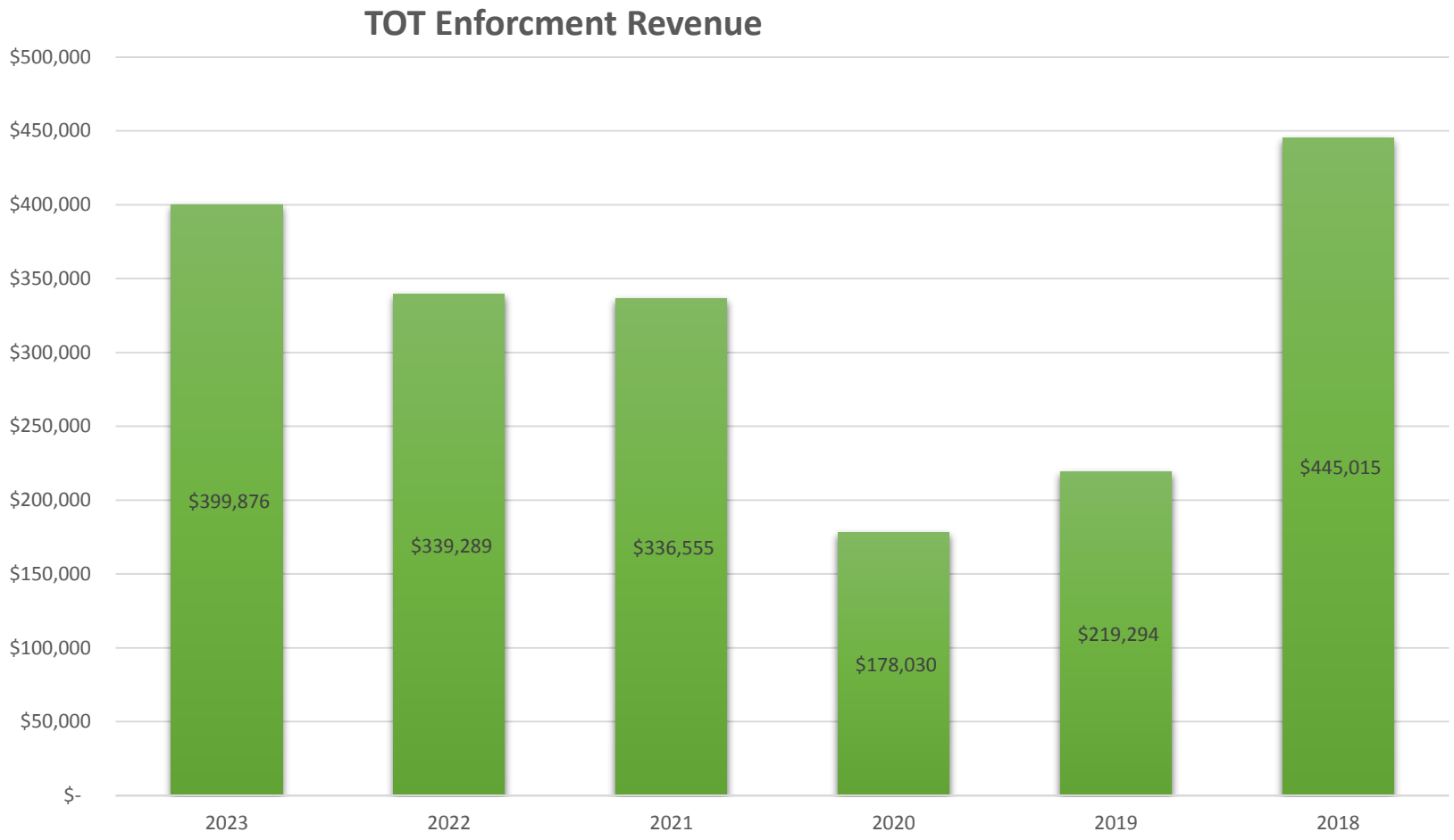
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Enforcement History



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Enforcement History



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Current Focus

- Implementation of Certified Properties. This will require development of additional procedures, forms, and training for the lodging community. Anticipating the pain points and developing solutions to address.
- Implementation of electronic tax return submittal and data capture. Staff is working with Deckard Technologies expanded tax collection module to provide tax return collection by property. This new module also controls electronic communication between the Town and operators.
- Municipal code edits necessary to replace TOT Certificates with Certified Property Language. Other general cleanup to support updated processes
- Develop relationships with HOAs and community members to understand the challenges of transient rentals and how to better self enforce or manage the activity. Updating CC&R's, instituting fines or increasing fines, charging higher HOA fees for units rented transiently are all being considered by boards in town.

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.