# Town Council Agenda

**Wednesday, March 19, 2025, 3:00 p.m.**
**437 Old Mammoth Road, Suite Z, Mammoth Lakes**

Members of the Town Council:

Mayor Chris Bubser, Mayor Pro Tem Amanda Rice, Councilmember Bill Sauser, Councilmember Brent Truax, Councilmember John Wentworth

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*
*To raise your hand Press *9, to Mute/Unmute Press *6*

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1. RIBBON CUTTING CEREMONY

    1.1 The Town Council will participate in a ribbon cutting ceremony for the Innsbruck Lodge Affordable Housing project located at 913 Forest Trail.

2. CALL TO ORDER AND ROLL CALL

    The call to order will start at 4:00 p.m.

3. PLEDGE OF ALLEGIANCE

4. 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.

5. ADDITIONS TO THE AGENDA

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

6. INTRODUCTIONS

    6.1 Introduce new Finance Director Megan Chapman.

    6.2 Introduce new Revenue Specialist Marcy Castro.

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

    7.1 March 2025 Office of Outdoor Recreation Update.

    7.2 Mammoth Lakes Wildfire Team Program Update.

8. STAFF PRESENTATIONS

    8.1 Summer 2025 construction projects and Capital Improvement Plan (CIP) update.

9. CONSENT AGENDA

    9.1 Approve the minutes of the regular meeting of March 5, 2025.

    9.2 Schedule interviews on April 2, 2025 for the Planning and Economic Development Commission vacancy.

    9.3 Adopt the Town of Mammoth Lakes Snow Management Policy.

    9.4 Authorize the First Amendment to the Professional Services Agreement with Lise Wise Consulting Inc for the Mammoth Main Base Redevelopment project management to extend the term of the agreement and to update the billing rates.

9.5 Waive the reading and adopt by title only the ordinance amending Municipal Code Chapters 6.20 Feeding of Wildlife Prohibited, 8.12 Solid Waste Management, and 8.13 Construction and Demolition Waste.

9.6 Approve the resolution extending the authority of the Eastern Sierra Council of Government (ESCOG) to continue work on economic development initiatives for the Town for Catalyst Phase of California Jobs First.

9.7 Authorize the Town Manager to execute an Agreement with Zoom Recreation, Inc. for the purchase and installation of two shade structures at Mammoth Creek Park West in the amount of $93,381.22.

9.8 Adopt the Resolution Initiating the Proceedings to Levy Assessment, Resolution of Intention to Levy and Collect Annual Assessments within Assessment District 93-1(Juniper Ridge) for Fiscal Year 2025/26, and Resolution Approving the Annual Report, and
setting the time and place for the public hearing on April 16, 2025.

9.9 Adopt the Resolution of Intention to Levy and Collect Annual Assessments within Assessment District 93-4 (The Bluffs) Maintenance District No.1 for the Fiscal Year 2025/26, approving the Annual Report, and setting the time and place for the public hearing
on April 16, 2025.

9.10 Adopt the Resolution of Intention to Levy and Collect Annual Assessments within the Benefit Assessment District 2002-01 (Old Mammoth Road) for the Fiscal Year 2024/25, approving the Annual Report, and setting the time and place for the public hearing on
April 16, 2025.

9.11 Adopt the Resolution of Intention to Levy and Collect Assessments within Benefit Assessment District 2002-02 (North Village) for the Fiscal Year 2025/26, approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025

9.12 Adopt Resolution of Intention to Levy and Collect Annual Assessments within Assessment District 2014-1 (Mammoth View) for the Fiscal Year 2025/26, approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025.

9.13 Accept the Project Closeout Report for the Dog Park Project.

9.14 Approve Settlement Agreement with Village Lodge Phase 1 HOA.

9.15 Award Architectural and Consultant Design Services Contract for the Mammoth Arts and Cultural Center to HMC Architects.

9.16 Accept Check Register 2/12/25 in the amount of $542,601.53. Accept Check Register 2/19/25 in the amount of $1,103,774.38. Accept Check Register 2/26/25 in the amount of $58,357.45. Accept Check Register 3/6/25 in the amount of $491,724.35.

## 10. PUBLIC HEARINGS

Public Hearing Procedure.

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

### 10.1 Consider approval of District Zoning Amendment 24-001, Use Permit 24-004, and Tentative Tract Map 24-003 for a subsequent amendment to the Amended Phase One Clearwater Specific Plan (CSP) located at 164 Old Mammoth Road to modify the permitted uses for

the Amended Phase One CSP by adding Condominium Hotel uses subject to a use permit and subdivision map approval. The application includes a Tentative Tract Map for the subdivision of twenty (20) units within the five four-plex structures ("Villas") into condominium hotel units that may be sold individually. The project was previously analyzed pursuant to the California Environmental Quality Act (CEQA) in the 2021 Addendum to the Clearwater Specific Plan Environmental Impact Report.

## 11. POLICY MATTERS

### 11.1 Staff Adjustments – Mid Year Review FY24-25.

### 11.2 Presentation on budget performance through the second quarter FY24-25 and approval of Budget Amendments.

### 11.3 Annual evaluation of the Town Manager and consideration of merit pay adjustment.

### 11.4 Consider resolutions and a letter opposing local forest health, wildfire mitigation, and social and economic impacts that will result from federal funding cuts.

## 12. COUNCILMEMBER REPORTS

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

## 13. ADJOURNMENT

The Town Council will adjourn to a regular meeting to be held on Wednesday, April 2, 2025 at 4:00 p.m.

# TOWN COUNCIL STAFF REPORT

Title: March 2025 Office of Outdoor Recreation Update.

Meeting Date: March 19, 2025

Prepared by: Lawson Reif, Outdoor Recreation Manager

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## RECOMMENDATION:

This is an information item only; no action is required.

## BACKGROUND:

Attached is the March 2025 Office of Outdoor Recreation (OOR) Projects update. The document highlights many (but not all) of the ongoing projects within the OOR. The OOR will be providing once a month written updates in this manner to keep the Council and public informed of the work undertaken by the Office of Outdoor Recreation.

# Office of Outdoor Recreation Update

March 2025 Update
Created March 10th, 2025

| PROJECT | BACKGROUND INFORMATION & RELEVENCE | UPDATE |
|---|---|---|
| SHARP Trails | SNC Grant Budget: $510,596.68<br><br>*Background Info & Relevance*<br>• *Recommendations in the Sherwin Area Recreation Plan (SHARP)*<br>• *Per the Trail System Master Plan – Chapter 6 – Section 6.6 – The successful design, construction, and management of natural soft surface trails is critical to the pursuit of making Mammoth Lakes a year round destination resort community.* | The draft proposed action for SHARP is in the approval process in the Region 5 Regional Office and with the tribes. Once approved, it will go out to public scoping soon after. If all goes well, implementation for the trails that require no further environmental analysis will occur in Summer 2025.<br><br>The area west of Snowcreek along with Panorama Dome will require further analysis (archeology and botany) and we are working with the USFS and our contractor on a plan to complete that work. |
| SHARP Trailhead | SNC Grant Budget: $953,414.00<br><br>*Background Info & Relevance*<br>• *Recommendations in the Sherwin Area Recreation Plan (SHARP)*<br>• *Per the Trail System Master Plan – Recommendation N5 – Summer Recreation Nodes lists Sherwin Creek Road, USFS gravel borrow pit as a summer & winter recreation nodes where it is advised to develop restroom facilities, parking, bus service, and signage.* | Interpretive signage has been approved and is in production. The Type 2 signs is in the final stages of graphic design and will be ordered once design work is complete. Bear boxes and trash receptacles have been installed and Poo Fairy station(s) will be installed ASAP. Bike rack and Bike tool station have arrived but will be installed in Spring 2025. |
| Interpretation | *Background Info & Relevance*<br>• *Trail System Master Plan General Recommendations – G4 – Identify opportunities for interpretive signage and work with local experts to develop content.* | The 3 new interpretive signs (in partnership with Whitebark) for the Mammoth Creek Parcel along with the 2 Clean up the Lake (CUTL) Interpretive signs have been completed and will be installed next spring. |

| | | |
|---|---|---|
| Sign Replacement | *Background Info & Relevance*<br>• *Trail System Master Plan General Recommendations – G3 – General consistency for signage along multi-use paths and soft surface trails.*<br>• *Trail System Master Plan General Recommendations – G16 – Recognize and support the development or an integrated regional Mammoth Lakes Trail System that incorporates the components identified in this Trail System Master Plan.* | All MUP regulatory signage will be replaced in spring 2025 along with installation of 'speed' signs in strategic locations along the pathways. |
| Trails Planning & Trail Development | *Background Info & Relevance*<br>• *Trail System Master Plan General Recommendations – G16 – Recognize and support the development or an integrated regional Mammoth Lakes Trail System that incorporates the components identified in this Trail System Master Plan.* | Per direction from the Mammoth Trails Committee, the OOR will be seeking community input related to the *Mammoth Creek Parcel*. The OOR seeks to glean more information related to what the community may want, and not want, at this location in terms of recreation infrastructure. Per direction from the Mammoth Trails Committee, a community survey is being developed to gauge interest in the type, if any, of recreational development in that area. |
| Public Information | *Background Info & Relevance*<br>• *TSMP G2 Updated Trail Maps: Provide updated trail maps for each season that cover the primary recreational opportunities available in the Mammoth Lakes area.* | With the recent updates to the municipal code regarding food/scented item storage, the OOR will be developing a Wildlife Outreach Plan with the goal of expanding our outreach in the wildlife space. This effort will be a combination of written educational materials along with a greater presence in Mammoth Area Campgrounds with the hope of further educating the public. |
| Mammoth Lakes Trail System (MLTS) & OSV Maintenance | *Background Info & Relevance*<br>• *Non-Funded Challenge Cost Share with the Inyo National Forest.*<br>• *OSV agreement with the State.* | With recent snows, both the multi-use and non-motorized trails have been groomed relatively regularly. These efforts will continue as long as there are appropriate snow levels. For the most recent grooming updates and tracking visit www.mammothwintergrooming.com |

| | | |
|---|---|---|
| Mammoth Lakes Wildfire Team | *Background Info & Relevance*<br>• *Community Wildfire Protection Plan*<br>• *California's Joint Strategy For Sustainable Outdoor Recreation & Wildfire Resilience* | TOML and its partners are expanding our efforts in the Wildfire Resilience space through the development of the Mammoth Lakes Wildfire Team. This cadre seeks to perform meaningful on-the-ground fire mitigation measures, increase educational and informational outreach, and the utilization of technology to further harden our community from wildfire. |
| Staffing | *Background Info & Relevance*<br>• *Non-Funded Challenge Cost Share with the Inyo National Forest (Trail Crew & Host Program)* | The OOR is currently flying summer positions for both Trail Crew and Trail Hosts which are advertised on the Town employment opportunities website.<br><br>Due to staffing shortages on the Mammoth Ranger District of the Inyo National Forest, TOML will be hiring a Temporary Maintenance Worker I to support Inyo Recreation operations. While this position will directly support the Inyo, it will be directly supervised by the Outdoor Recreation Manager. |
| Other Federal Support Related Items | *Background Info & Relevance*<br>• *N/A* | A letter has been drafted and sent in support of the SHRED Act which would also many Ski Area Permit Fees to remain on the Forest in which they were collected.<br><br>Due to recent federal layoffs and staffing shortages, TOML continues to engage with state and federal lawmakers related to impacts of these cuts. A letter highlighting these effects is being drafted and will be sent with the goal of stressing the various negative impacts on our recreation based economy. |

# TOWN COUNCIL STAFF REPORT

Title: Mammoth Lakes Wildfire Team Program Update.

Meeting Date: March 19, 2025

Prepared by: Lawson Reif, Outdoor Recreation Manager

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## RECOMMENDATION:

This is an information item only; no action is required.

## BACKGROUND:

Recent events in Los Angeles have further highlighted the need to expand efforts within Mammoth Lakes to increase our wildfire resilience, harden individual homes, and provide education related to wildfire prevention. Similarly, the Town has recently adopted the California Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience to serve as a guiding document for further efforts in this space.

As such, Town has begun standing up the Mammoth Lakes Wildfire Team, a partner effort between the Town of Mammoth Lakes (TOML), Mammoth Lakes Fire Department (MLFD), Whitebark Institute, Mammoth Disposal, and the Mammoth Community Water District (MCWD). TOML anticipates more partner participation as the Team's goals, objectives, and schedules of work are further thought out and established.

### ANALYSIS:

The primary emphasis of the Mammoth Lakes Wildfire Team will be to perform meaningful fire mitigation efforts at the parcel level to increase the overall fire resiliency of the Town, with a focus on the following goals and objectives:

- Parcel Level Evaluations
- Parcel Level On-The-Ground Work
- Supporting Resiliency Through the Building Code
- Software Support
- Public Outreach
- Funding Opportunities

The Wildfire Team feels this multi-faceted approach will allow for this effort to address a wide range of topics within the Wildfire prevention space with the hope of creating a long-term culture of fire mitigation efforts and overall awareness within the community.

With partner support, the Team seeks to evaluate every parcel within the community in the next 2-3 years. Each property would be evaluated and provided with the steps needed to increase resiliency at the parcel level. Evaluations would occur from the street unless the

property owner invited the evaluation team onto their property. These evaluations will be the first step in determining the level of effort needed to ensure hardening of individual properties and the on-the-ground work needed to accomplish those goals.

Following the goal related to parcel inventories, property owners will have the option to complete the work on their own, or through various landscaping or property management companies. In order to incentivize and bolster these efforts, the Team will also host 'neighborhood level' events to provide further support for resilience undertakings. Dumpsters will be provided at the neighborhood level allowing for easy disposal of green waste along with support from Town staff and the MLFD Wildfire Team. Prioritization of parcels will be determined using the Residential Hazard Zones established in the Community Wildfire Protection Plan (CWPP).

Other aspects of the program will occur at the regulatory level through examinations of the building code, and how any changes to that code could help to increase the Town's ability to mitigate catastrophic wildfire. Currently, the Wildfire Team feels that "carrots are better than sticks" in terms of compliance, but looking at ways to increase community resilience is prudent, nonetheless. The Team will continue to monitor ways in which the building/municipal codes can be used to further harden the community, while also looking into steps other communities have taken in this space.

Utilization of technology to support community resilience is another prudent measure the Wildfire Team would like to undertake to further reinforce our efforts. Software such as Fireaside and Vibrant Planet offer outstanding resources to determine overall risk, which can update in real time. It also provides support related to home evaluations and the status of individual parcels in terms of defensible space, information related to ember cast, and other relevant information. This will allow TOML to not only begin the process of creating a comprehensive database but will also provide essential data for seeking grants and other funding opportunities.

In order to ensure homeowners and residents are aware of these efforts, public outreach and education will be another primary focus of the Wildfire Team. We seek to directly engage homeowners, condo owners, and HOAs on the goals and objectives of the team and how to accomplish them in a safe and efficient manner. In order to reach every resident and homeowner, the Team proposes to send out mailers highlighting the efforts of the Mammoth Lakes Wildfire Team, its goals and objectives, along with next steps. To provide further education and support, How-To videos related to fire mitigation themes will be developed and shared on TOML websites and social media platforms, with the hope of leveraging the reach of our partners to expand the messaging further. We also see a role for landscaping and homeowner service companies in this space, to help support the individual efforts of homeowners. Lastly, educational materials on home hardening and community resiliency efforts will be distributed. The Wildfire Team will ensure investigations into efforts already occurring in this space to ensure the consistency of both the messaging and collateral materials.

Funding opportunities will be another focus of the Wildfire Team as we constantly desire to find alternative funding sources to support this essential work. Leveraging our existing grant contractor, California Consulting, along with staying up to date on funding opportunities will allow the Wildfire Team to ensure the long-term success of the program.

Lastly, the goals and objectives of the Team are based on a commonsense approach, current best practices in the Community Resiliency space, and programs already being successfully undertaken in communities such as Truckee, CA. The Team will constantly evaluate our processes and procedures while simultaneously staying abreast of the actions being taken by other communities facing similar issues in the Wildland Urban Interface.

## FINANCIAL CONSIDERATIONS:

During the 2nd quarter budget review, $50,000 has been recommended to support the implementation of this plan. Budgets related to the Mammoth Lakes Wildfire Team are currently being developed and will be presented to the Town Council for approval if there are additional financial needs. Relevant grants related to home hardening, education, and general wildfire resilience will be pursued with the goal of providing supplemental program funding.

## ENVIRONMENTAL CONSIDERATIONS:

NEPA/CEQA will be performed for any Wildfire work that creates ground disturbance or could have impacts on Wildlife, Botany, Hydrological, or Archeological resources.



# Mammoth Lakes Wildfire Team

March 19th, 2025

# Who We Are?

- Town of Mammoth Lakes (TOML)
- Mammoth Lakes Fire Department (MLFD)
- Whitebark Institute
- Mammoth Disposal
- Mammoth Community Water District (MCWD)

# Goals & Objectives

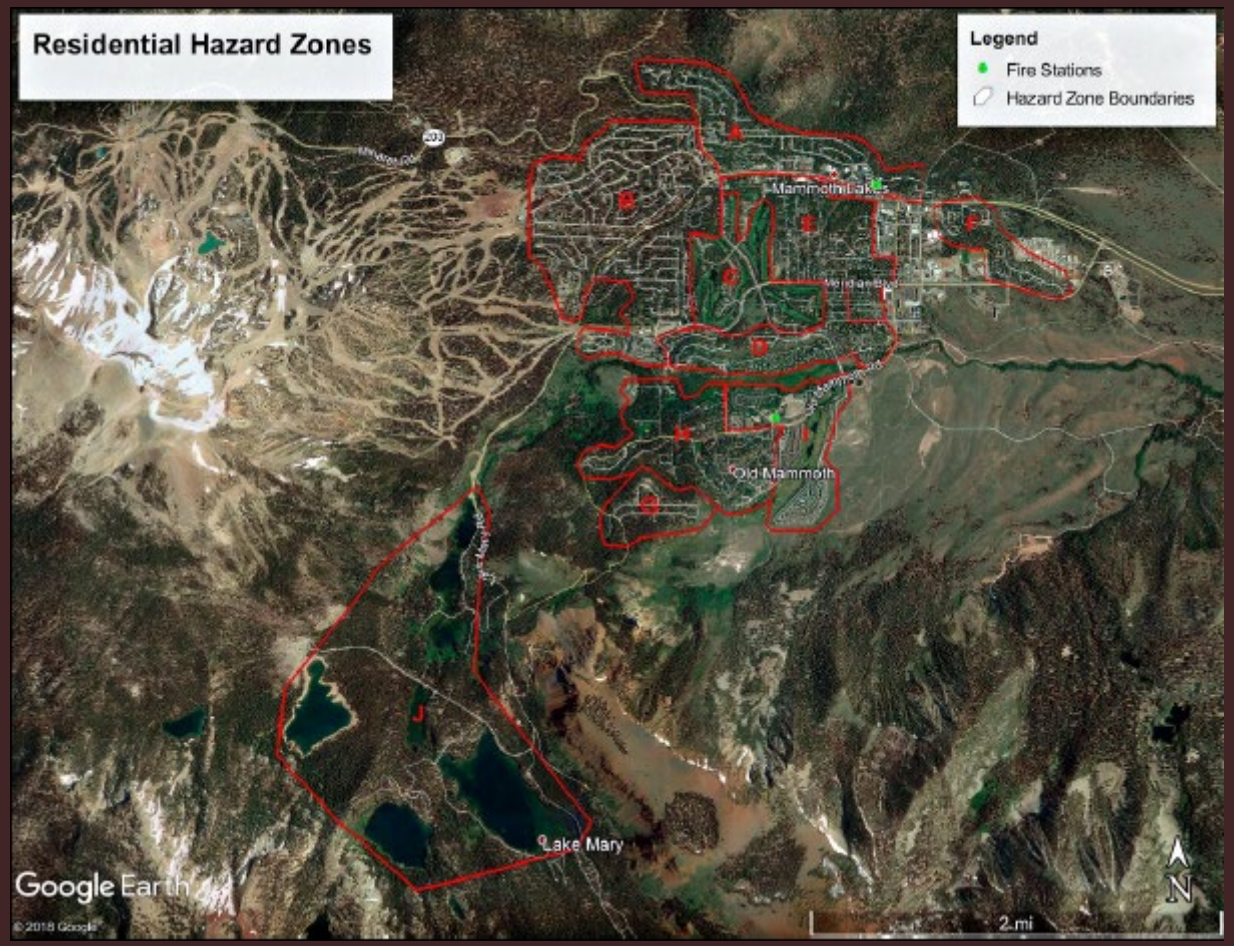
- Parcel Level/Defensible Space Evaluations
- Parcel Level On-The-Ground Work
- Support Resiliency Through the Building Code
- Software Support
- Public Outreach
- Funding Opportunities

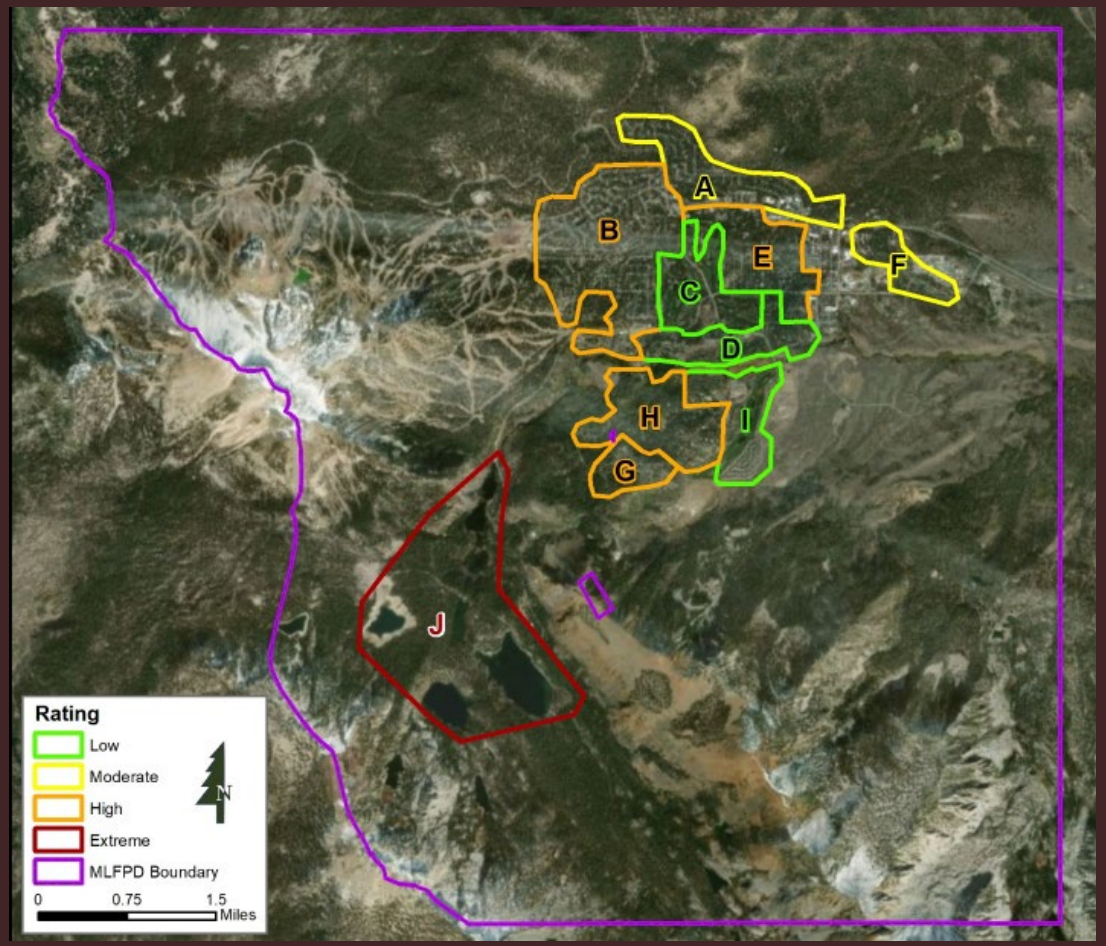
# Parcel Level/Defensible Space Evaluations

- Utilize the Mammoth Lake Fire Department Wildland Unit to evaluate all Town properties (roughly 13,000 parcels) within the next 2-3 years.
- Begin evaluations with the highest risk areas of Town, highlighted in the CWPP.
- Provide homeowners and condo complexes with definitive steps they can take to harden their properties.
- Utilize data collected to populate software programs such as Fireaside & Vibrant Planet to assess overall risk.



# CWPP Hazard Zones



# The Evaluation Process



# Parcel Level On-The-Ground Work

- Host events on an established frequency to harden individual homes and complexes.
- Develop a test plot within a work area so residents have an example to strive toward.
- Leverage receptacles from Mammoth Disposal to allow for easy discarding of green waste.
- Prioritize the highest risk areas based on Hazard Zones established in the Community Wildfire Protection Plan (CWPP).
- Utilize recommendations in the California Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience to leverage recreation infrastructure as fire breaks.
- Leverage existing Town Clean-Up Day and other Green Waste events to prioritize home hardening.



# Parcel Level On-The-Ground Work

Truckee, CA









# Summer 2025 Mastication Proposal





# Support Resiliency Through the Building Code

- Tabulate resiliency related building codes into simple one pager to distribute to home & condo owners.
- Explore avenues to edit the existing building code to further support community resilience.
- Develop strategy to address homes that are currently non-conforming and develop ways to incentivize compliance.
- What other ways can the Town incentivize compliance?

# Software Support

- Leverage modern technology to develop a parcel level database to constantly assess community resilience.
- Software such as Fireaside and Vibrant Planet can provide invaluable information related to community wildfire risks and update in real time.
- Provides avenues for homeowners to update their properties once hardening work has been completed.



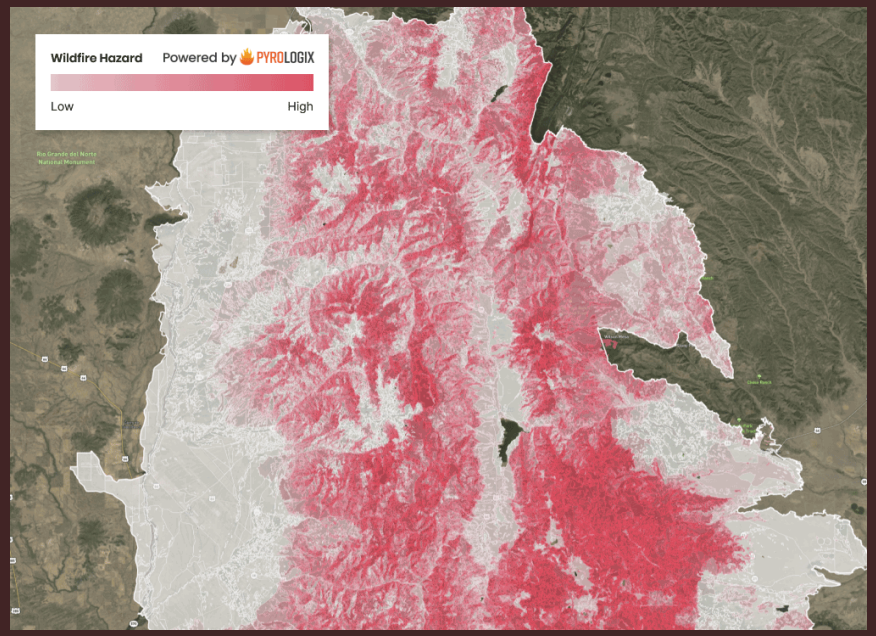
# Fireaside

- Manages actual vegetation and structural information at the individual parcel level. This can be used as ground truth data for grants, compliance and issue resolution tracking. Ultimately informing resource allocation decisions and advanced modelling of future events.



# Vibrant Planet

- A foundational model that maps vegetation structure, canopy height model, and other vegetation characteristics which helps provide actionable, quantifiable wildfire risk management solutions for fire districts, counties, utilities, natural resource managers, and the insurance industry.









# Public Outreach

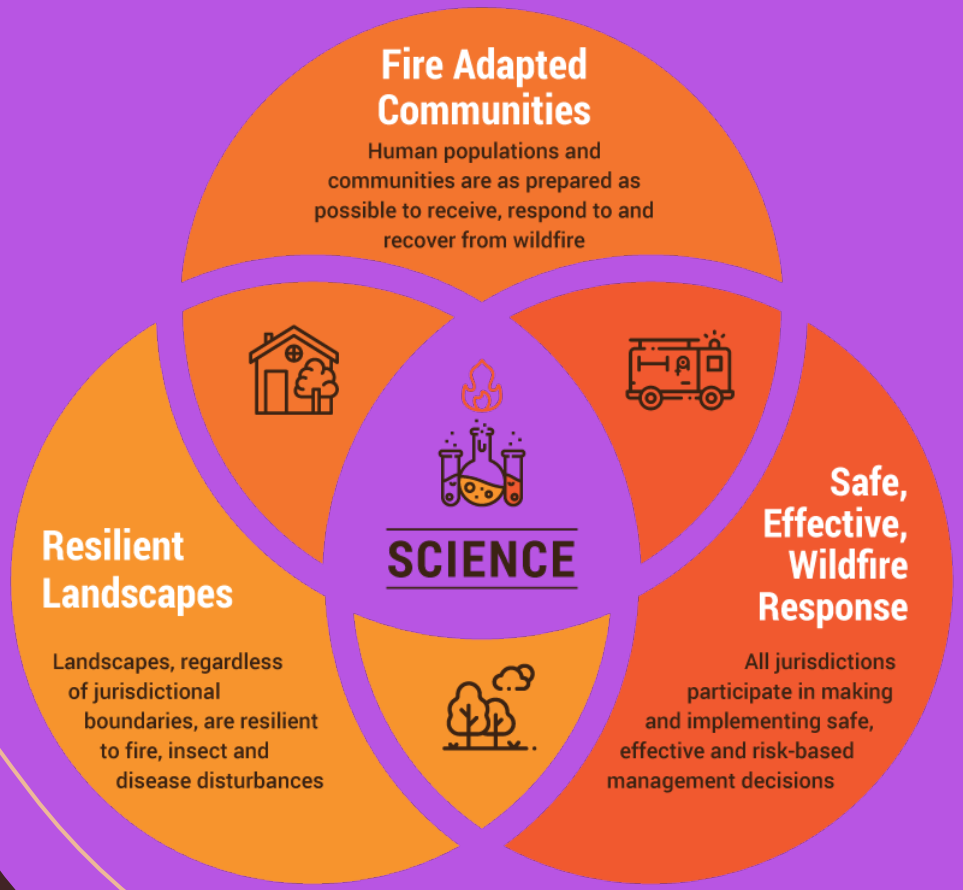
- Directly engage all home and condo owners in Mammoth Lakes. Relay Goals and Objectives of Wildfire Team work.
- Utilize mailers, TOT Data, MCWD accounts, and other databases to ensure we reach all member of this community.
- Create a How-To video series with MLFD highlighting the different ways to appropriately harden one's home and create defensible space.
- Develop educational materials in English and Spanish related to fire resilience. Engage existing entities such as Whitebark and the Eastern Sierra Wildfire Alliance to leverage existing materials are create consistency in the look and feel of outreach efforts.
- Develop checklists for home & condo owners.
- Engage homeowner services companies to assist in relaying the goals and objectives of this work and provide homeowners and 2nd homeowners with tailor made services to address wildfire resilience.

# Funding Opportunities

- Explore funding opportunities and existing programs to increase community resilience.
- Sierra Nevada Conservancy, CalFire, Prop 4
- Existing funding for programs such as SCE Woodpile Cover Grants (App. Submitted), roof sprinkler systems, and other wildfire mitigation measures.
- Utilize current TOML Grants Contractor to explore other funding opportunities.



# Working Together To Make Mammoth Lakes A Wildfire Resilient Community!



# Questions, Comments, or Suggestions?

Lawson Reif

Outdoor Recreation Manager

lreif@townofmammothlakes.ca.gov

760-923-8247

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Summer 2025 construction projects and Capital Improvement Plan (CIP) update

**Council Meeting Date:** March 19, 2025

**Prepared by:** Haislip Hayes, PE Public Works Director

**Recommended Motion:** Receive a presentation from staff regarding the Public Works Engineering Departments 2025 work program and a CIP update

**Summary:** The Town of Mammoth Lakes Engineering Department has developed a comprehensive Capital Improvement Plan for the last 4 years. The 5-Year CIP is the Town of Mammoth Lakes plan for short and mid-range capital facilities and infrastructure implementation. The plan is well coordinated with the ongoing maintenance of facilities and infrastructure as well as the development of new infrastructure. The CIP provides a linkage between the Town General Plan, Strategic Priorities, the budget and various master planning documents, and provides a means for planning, scheduling and implementing capital projects over the next five years.

Staff are currently working on revisions to the CIP which will be evaluated and adopted on a similar timeline to the budget. The robust program includes several projects that need to go out to bid in the next month in order for construction to occur this summer. Some projects are carry-over from the previous construction season while others are new projects that will require significant design efforts. During the presentation staff will walk through the projects underway and in development focusing on what the public can expect to occur this summer.

**Town Council of Mammoth Lakes**

**Minutes of Regular Meeting**

**March 5, 2025, 3:00 p.m.**
**437 Old Mammoth Road, Suite Z, Mammoth Lakes**

Members Present: Mayor Pro Tem Amanda Rice, Councilmember Bill Sauser, Councilmember Brent Truax, Councilmember John Wentworth

Members Absent: Mayor Chris Bubser

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## 1. RIBBON CUTTING CEREMONY

### 1.1 The Council will participate in a ribbon cutting ceremony for the new housing development project located at 60 Joaquin.

Members of the Town Council participated in a ribbon cutting ceremony for the 60 Joaquin Housing Project.

## 2. CALL TO ORDER AND ROLL CALL

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

## 3. PLEDGE OF ALLEGIANCE

Councilmember Truax led the flag salute.

## 4. PUBLIC COMMENTS

Angie Tapley spoke about housing and how she had worked her way up the waitlist at Mammoth Lakes Housing. There was discussion among members of Council and Ms. Tapley.

Betsy Truax, Mammoth Lakes Tourism (MLT) Vice President of Community Engagement, gave an update regarding current community engagement activities.

John Williams spoke about his public safety concern regarding the lack of paint striping on our roadways.

## 5. ADDITIONS TO THE AGENDA

There were no additions to the agenda.

## 6. INTRODUCTIONS

### 6.1 Introduce new Recreation Supervisor Sydney Schulz.

Parks and Recreation Director Stuart Brown introduced Ms. Schulz to the Council and the community.

## 7. COUNCIL PRESENTATIONS

### 7.1 Approve the proclamation declaring March 2025 as Multiple Sclerosis Awareness Month.

Mayor Pro Tem Rice read the proposed proclamation.

PUBLIC COMMENT:

Mel Livermont, MS Ambassador, spoke in support of the proclamation.

Moved by Councilmember Bill Sauser
Seconded by Councilmember John Wentworth

Approve the proclamation declaring March 2025 as Multiple Sclerosis Awareness Month.

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

Absent (1): Mayor Chris Bubser

Carried (4 to 0)

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

Office of Outdoor Recreation Manager Lawson Reif gave an update regarding State critical wildfire prevention projects, federal workers, and the next reduction in the workforce. There was discussion among members of Council and staff.

Sustainability Coordinator Anthony Otatti gave an update regarding the styrofoam ban and the single use plastic bottle ban.

Pat Foster, Mammoth Lakes Tourism (MLT), gave an update regarding current MLT activities.

**8.1 March 2025 Public Works CIP Update.**

## 9. STAFF PRESENTATIONS

**9.1 Mammoth Yosemite Airport Multipurpose Building Presentation.**

Deputy Airport Manager Sierra Waugh gave a presentation outlining the proposed Multipurpose Building to include the ARFF and snow removal equipment. There was discussion among members of Council and staff.

## 10. CONSENT AGENDA

Moved by Councilmember Bill Sauser
Seconded by Councilmember Brent Truax

Approve the Consent Agenda.

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

Absent (1): Mayor Chris Bubser

Carried (4 to 0)

**10.1 Approve the minutes of the regular meeting of February 19, 2025.**

## 11. POLICY MATTERS

**11.1 Waive the reading and introduce by title only the ordinance amending Municipal Code Chapters 6.20 Feeding of Wildlife Prohibited, 8.12 Solid Waste Management and 8.13 Construction and Demolition Waste Management.**

Town Manager Rob Patterson and Assistant to the Town Manager Pam Kobylarz outlined the information in the staff report. There was discussion among members of Council and staff.

PUBLIC COMMENT:

Email from Stacy Corless in support of the proposed ordinance.

John Williams said that he had a rental property with a dumpster and that responsibility was a problem and that education was good.

Moved by Councilmember Brent Truax
Seconded by Councilmember John Wentworth

Waive the reading and introduce by title only the ordinance amending Municipal Code Chapters 6.20 Feeding of Wildlife Prohibited, 8.12 Solid Waste Management and 8.13 Construction and Demolition Waste Management, as amended to remove the word "possess" from 6.2 b and e.

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

Absent (1): Mayor Chris Bubser

Carried (4 to 0)

**11.2 Review of Snow Management Policy.**

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

PUBLIC COMMENT:

John Williams thanked snow patrol for their efforts. There was discussion among members of Council, staff, and Mr. Williams.

Airport Operations Manager Soibian Spring thanked Public Works Director Haislip Hayes for the work that he put into the policy.

**11.3 Town Council Strategic Planning Series - Adoption of Town Council Strategic Priorities for 2025.**

Town Manager Rob Patterson outlined the information in the staff report. There was discussion among members of Council and staff.

Moved by Councilmember Bill Sauser
Seconded by Councilmember Brent Truax

Review and adopt the final form and content of Town Council Strategic Priorities for 2025.

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

Absent (1): Mayor Chris Bubser

Carried (4 to 0)

## 12. COUNCILMEMBER REPORTS

Councilmember Wentworth attended the Eastern Sierra Council of Governments meeting.

Mayor Pro Tem Rice attended the Eastern Sierra Community Housing Board meeting.

## 13. CLOSED SESSION

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

At 6:46 p.m. the Mayor Pro Tem announced that the Council would be entering into closed session for the purposes as stated in the agenda.

## 14. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

The Council reconvened from closed session at 7:36 p.m. and announced that there was no reportable action taken.

## 15. ADJOURNMENT

The Council adjourned the meeting at 7:36 p.m.

_____
Jamie Gray, Town Clerk

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title**: Schedule interviews on April 2, 2025 for the Planning and Economic Development Commission vacancy.

**Meeting Date**: March 19, 2025

**Prepared by:** Jamie Gray, Town Clerk

**Recommended Motion:** Schedule the interviews to begin at 3:15 p.m. on April 2, 2025 to interview the Planning and Economic Development Commission applicants.

**Summary:** Currently there is a vacancy in an unexpired term on the Planning and Economic Development Commission due to the resignation of Greg Eckert. The term of appointment expires on July 31, 2026. The vacancy was noticed and published in the local newspaper and posted.

The deadline for receipt of applications was March 10, 2025 at 5:00 p.m. Two applications were received for the vacancy. The applicants are Steve Shatkin and Billy Deaver. The applications are attached.

The Town Municipal Code states that all appointments to commissions and committees shall be made by the Town Council. It does not state the manner in which this is to be accomplished, though in the past the Council has typically interviewed the applicants prior to the start of a regular meeting.

**Town of Mammoth Lakes**
P.O. Box 1609
Mammoth Lakes, CA, 93546
Ph: (760) 965-3600 extension 3602
Fax: (760) 934-7493

# APPLICATION FOR PUBLIC SERVICE APPOINTMENT

INSTRUCTIONS:
A separate application is required for each appointive position for which you apply. Applications should be filled out completely so that the Town Council may fully evaluate your qualifications. Once submitted, this application is a public document and is open for inspection and copying.

Return your completed application to:

Town Clerk
Town of Mammoth Lakes
Post Office Box 1609
Mammoth Lakes, CA 93546

APPLICANT INFORMATION

| | | | |
|---|---|---|---|
| NAME OF COMMISSION/COMMITTEE/BOARD<br>Planning Commission | | | DATE<br>Feb 15,2025 |
| NAME<br>FIRST<br>Steve | LAST<br>Shatkin | | EMAIL ADDRESS<br>stevenmshatkin@gmail.com |
| RESIDENCE ADDRESS<br>1125 Pyramid Peak Road | | | HOME PHONE |
| MAILING ADDRESS<br>P.O. 3322 | | | CELL PHONE<br>661 5103679 |
| CITY<br>Mammoth Lakes | STATE<br>CA | ZIP<br>93546 | HOW LONG HAVE YOU LIVED IN MAMMOTH LAKES?<br>5 years |
| BUSINESS ADDRESS<br>436 Old Mammoth Road. #1 | | | BUSINESS POSITION<br>Founder/Owner |
| CITY<br>Mammoth Lakes | STATE<br>CA | ZIP<br>93546 | BUSINESS PHONE<br>NA |

CIVIC EXPERIENCE

| LIST CURRENT AND/OR PRIOR CIVIC EXPERIENCE (Include professional, charitable, and community organizations.) | | | |
|---|---|---|---|
| NAME OF ORGANIZATION<br>Please see attachement | DATES SERVED<br>START | <br>END | OFFICE HELD (if any) |
| | | | |
| | | | |
| | | | |

REFERENCES

INCLUDE NAMES OF AT LEAST TWO (2) RESIDENTS OF MAMMOTH LAKES

| NAME | PHONE |
|---|---|
| Please see attached reference page below. | |
| | |
| | |

OTHER RELEVANT EXPERIENCE/EXPERTISE

Please see attached bio below.

WHAT IS YOUR UNDERSTANDING OF THE ROLE/RESPONSIBILITY OF THE COMMISSION/ COMMITTEE/BOARD YOU SELECTED?

Please see attachement below.

HAVE YOU EVER ATTENDED A MEETING OF THIS COMMISSION/COMMITTEE/BOARD? IF SO, HOW MANY?

Please see attachement below.

ARE YOU INVOLVED IN ANY ORGANIZATIONS OR DO YOU HAVE ANY BUSINESS INTERESTS THAT MAY RESULT IN A CONFLICT OF INTEREST IF YOU ARE APPOINTED TO THIS COMMISSION/COMMITTEE/BOARD?

Please see attachement below.

WHAT ACTIVITIES OF THIS COMMISSION/COMMITTEE/BOARD ARE MOST INTERESTING TO YOU?

Please see attachement below.

WHAT ACTIVITIES OF THIS COMMISSION/COMMITTEE/BOARD ARE LEAST INTERESTING TO YOU?

Please see attachement below.

WHAT PROGRAMS/PROJECTS RELATED TO THE COMMISSION/COMMITTEE/BOARD THAT YOU HAVE SELECTED WOULD YOU LIKE TO SEE IMPROVED OR IMPLEMENTED?

Please see attachement below.

HOW WOULD YOU APPROACH THE IMPROVEMENT OR IMPLEMENTATION OF THE PROGRAMS/PROJECTS LISTED ABOVE?

Please see attachement below.

WOULD YOU BE AVAILABLE FOR MEETINGS IN THE:

_____ DAYTIME _____ EVENING x_____ BOTH

Appointees will be required to take an Oath of Office and are subject to filing a Statement of Economic Interest pursuant to the Political Reform Act of the State of California.

_____ Feb. 18, 2024

SIGNATURE DATE



Steven M. Shatkin is a graduate of the University of California, Riverside, holding a Bachelor of Science degree in Psychobiology and Neuroscience. Following his undergraduate studies, he served as a chemist and lab supervisor for the organic testing department at E.S. Babcock & Sons before becoming a senior research chemist and engineer for CPI, Inc., where he was awarded two patents in environmental chemistry.

Mr. Shatkin has a distinguished record of community service. He served as President of the Riverside Junior Chamber of Commerce from 1990 to 1994 and was appointed as an ambassador to Sendai, Japan, in 1991 as part of the Junior Chamber Sister City program. Additionally, he chaired the Environmental Beautification Committee for the Riverside Chamber of Commerce and was an active member of the UCR Citizens University Committee. A dedicated advocate for higher education, he is a Life Member of the UCR Alumni Association and collaborates closely with the UCR Guardian Scholars Foster Youth Program.

Mr. Shatkin's community involvement extends to the Eastern Sierra, where he serves as an Advisory Council Board Member for Disabled Sports Eastern Sierra and previously served on the Mono Arts Council Board and the Mono County Grand Jury. He was also recently inducted into the Rotary Club of Mammoth Lakes, where he can continue serving his community.

From 1994 to 2023, Mr. Shatkin owned Tortoise Industries, Inc., a design and manufacturing firm where he served as President and Creative Director. His expertise in design led him to guest lecture at the ArtCenter College of Design, where he inspired future designers and engineers. He also founded and curated The Mark at Tortoise, a fine art gallery dedicated to promoting emerging artists and providing them with exhibition opportunities.

Following his time at Tortoise Industries, Mr. Shatkin continued to pursue his passion for fabrication and founded The Mark Design Build, a scaled-down version of his previous design firm, dedicated to creating and building bespoke projects for highly discerning clientele.

In 2017, Mr. Shatkin and his wife, Tracie, founded Mammoth Coffee Roasting Co., blending his scientific expertise with culinary creativity to develop high-quality roasted coffee and gourmet donuts, even at high altitudes. The venture's success led to the creation of a thriving franchise model with locations throughout Southern California. The Shatkins plan to use proceeds from this franchise to fund a community center for young adults in Mammoth Lakes.

Expanding their entrepreneurial portfolio, the Shatkins opened Ursa, a fine dining restaurant in Mammoth Lakes, where Mr. Shatkin serves as Executive Chef, crafting innovative, shareable plates with a focus on elevated yet simple ingredients.

The couple are proud parents to four children and two beloved dogs. Mr. Shatkin is an accomplished pilot, violinist, marathoner, coffee roaster, and chef. In his leisure time, he enjoys

skiing, hiking, camping, and kayaking, embracing his love for the outdoors and his commitment to community enrichment.

February 18, 2025

Planning Commission Application

References,  Responses to question on application, Civic Experience.

REFERENCES:
Dawn Vereuck – (760) 937-1250
Betsy Truax – (520) 834-4940
Kathy Copeland – (760) 914-1275

WHAT IS YOUR UNDERSTANDING OF THE ROLE/RESPONSIBILITY OF THE COMMISSION/ COMMITTEE/BOARD YOU SELECTED?
This is straight forward as the commission's directives are clearly defined on the website:

The Planning and Economic Development Commission (PEDC) in Mammoth Lakes serves as an advisory body to the Town Council on all planning and development policy issues. It is responsible for the preparation, maintenance, and implementation of the town's General Plan, ensuring that development aligns with the community's vision and goals. The Commission also functions as the decision-making body for various land-use proposals, including use permits, variances, and subdivisions. Additionally, the PEDC has a standing Design Committee that advises on design review and signage applications, ensuring that new developments and modifications enhance the town's aesthetic and functional qualities.

HAVE YOU EVER ATTENDED A MEETING OF THIS COMMISSION/COMMITTEE/BOARD? IF SO, HOW MANY?
I have not.

ARE YOU INVOLVED IN ANY ORGANIZATIONS OR DO YOU HAVE ANY BUSINESS INTERESTS THAT MAY RESULT IN A CONFLICT OF INTEREST IF YOU ARE APPOINTED TO THIS COMMISSION/COMMITTEE/BOARD?
I am not involved with any organizations or have any businesses that would be a conflict of interest if I were appointed to the commission.

WHAT ACTIVITIES OF THIS COMMISSION/COMMITTEE/BOARD ARE MOST INTERESTING TO YOU?
I am particularly drawn to the work of the PEDC Design Committee. With my 30 years of experience in design manufacturing and extensive knowledge in design and manufacturing applications, I am eager to contribute to the review and guidance of design projects within our community. Ensuring that new developments are both aesthetically pleasing and functionally sound is a passion of mine. I am also interested in the Commission's role in shaping and implementing the General Plan, as it offers an opportunity to influence the long-term growth and development of Mammoth Lakes.

WHAT ACTIVITIES OF THIS COMMISSION/COMMITTEE/BOARD ARE LEAST INTERESTING TO YOU?
While I understand the importance of all aspects of the Commission's work, I find the routine administrative tasks, such as procedural formalities and extensive documentation, to be less engaging. However, I recognize that these activities are essential for the Commission's effective operation and am committed to performing them diligently if required.

WHAT PROGRAMS/PROJECTS RELATED TO THE COMMISSION/COMMITTEE/BOARD THAT YOU HAVE SELECTED WOULD YOU LIKE TO SEE IMPROVED OR IMPLEMENTED?

I would like to see an enhancement in the community engagement process during the design review phase. Encouraging more public input can lead to designs that better reflect the community's desires and needs. Additionally, implementing sustainability guidelines for new developments can ensure that our growth aligns with environmental best practices.

HOW WOULD YOU APPROACH THE IMPROVEMENT OR IMPLEMENTATION OF THE PROGRAMS/PROJECTS LISTED ABOVE?

To improve community engagement, I would propose organizing regular workshops and open forums where residents can review and provide feedback on proposed designs. Utilizing online platforms can also make it more convenient for community members to participate. Regarding sustainability guidelines, I would advocate for the development of a comprehensive set of standards that promote energy efficiency, use of sustainable materials, and environmentally friendly construction practices. Collaborating with environmental experts and benchmarking against other communities with successful sustainability programs would be key steps in this process.

CIVIC, VOLUNTEER EXPERIENCE

Riverside Jaycees, President  1989-1991

Environmental Commission, Riverside Chamber of Commerce, 1989-1992

Governmental Affairs Committee, Riverside Chamber of Commerce, 1989-1992

Ambassador to Sendai, Japan, City of Riverside, 1991

Incredibly Outstanding Parents (with teens in recovery), Co-Founder, President, 2010-2015

UC Riverside Alumni Association, Life Member, Speaker, Student Mentor.

UC Riverside Guardian Scholars for Foster Youth, Advisory Board, Donor, Mentor 2017-Present

Circle of Hope, Santa Clarita, 2017-2022, Member

Michael Hoefflin Foundation for Childhood Cancer, 2017-2023, Member

Disabled Sports Eastern Sierra, Advisory Board Member, 2017- Present

Mammoth Lakes Chamber of Commerce, 2017- Present, Member

Mammoth Lakes Restaurant Association, 2017-Present, Member

Mono Arts Council, Board Member, 2022-2024

Grand Jury, Mono County, 2022-2024

Rotary, Mammoth Lakes Chapter, 2025, Recently Inducted.

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Mammoth Lakes, CA 93546

APPLICANT INFORMATION

| | | | |
|---|---|---|---|
| NAME OF COMMISSION/COMMITTEE/BOARD<br>Planning, Economic and Development Commission | | | DATE<br>2/17/2025 |
| NAME<br>FIRST<br>Billy | LAST<br>Deaver | | EMAIL ADDRESS<br>billy@blackvelvetcoffee.com |
| RESIDENCE ADDRESS<br>5 Monterey Pines Road | | | HOME PHONE |
| MAILING ADDRESS<br>po box 778 | | | CELL PHONE<br>6198860035 |
| CITY<br>Mammoth Lakes | STATE<br>CA | ZIP<br>93546 | HOW LONG HAVE YOU LIVED IN MAMMOTH LAKES?<br>11 |
| BUSINESS ADDRESS<br>3343 Main Street Suite E. | | | BUSINESS POSITION<br>Small Business Owner |
| CITY<br>Mammoth Lakes | STATE<br>CA | ZIP<br>93546 | BUSINESS PHONE |

CIVIC EXPERIENCE

| LIST CURRENT AND/OR PRIOR CIVIC EXPERIENCE (Include professional, charitable, and community organizations.) | | | |
|---|---|---|---|
| NAME OF ORGANIZATION | DATES SERVED START | END | OFFICE HELD (if any) |
| | | | |
| | | | |
| | | | |

REFERENCES

INCLUDE NAMES OF AT LEAST TWO (2) RESIDENTS OF MAMMOTH LAKES

| NAME | PHONE |
| --- | --- |
| Grady Dutton | 619-992-8302 |
| Stuart Need | 760-709-6756 |

OTHER RELEVANT EXPERIENCE/EXPERTISE

Througout 30+ years in my hospitality career spanning coast to cost across the country, I have been on projects from scratch development to renovations in sectors to include golf course, ski resorts, hotels, resorts and restaurants. I grew up spending summers, going to college and living in resort towns for a majority of my adult life so I understanding the higs, lows and intricacies of resorts towns

WHAT IS YOUR UNDERSTANDING OF THE ROLE/RESPONSIBILITY OF THE COMMISSION/ COMMITTEE/BOARD YOU SELECTED?

Objectively make decisions on future and past uncompleted projects that require change, without emotion, bias or ingorance. If there are topics that I am not fimilar with it would be my responsibility to do my reasearch and gather communitity incite to be able to make a proper decision.

HAVE YOU EVER ATTENDED A MEETING OF THIS COMMISSION/COMMITTEE/BOARD? IF SO, HOW MANY?

Yes, 3.

ARE YOU INVOLVED IN ANY ORGANIZATIONS OR DO YOU HAVE ANY BUSINESS INTERESTS THAT MAY RESULT IN A CONFLICT OF INTEREST IF YOU ARE APPOINTED TO THIS COMMISSION/COMMITTEE/BOARD?

We own and operate Black Velvet Coffee, The Shed and we are partners in Mammoth Pizza Co. & Slice Bar

WHAT ACTIVITIES OF THIS COMMISSION/COMMITTEE/BOARD ARE MOST INTERESTING TO YOU?

Being responsible in the shaping of our town for the future in a manner that promotes growth, innovation, and entrepreneurship that allows for a thriving local ecomony in an enviroment where professionals and families can have a fufling life here in the eastern sierra.

WHAT ACTIVITIES OF THIS COMMISSION/COMMITTEE/BOARD ARE LEAST INTERESTING TO YOU?

At current, none that I am aware of.

WHAT PROGRAMS/PROJECTS RELATED TO THE COMMISSION/COMMITTEE/BOARD THAT YOU HAVE SELECTED WOULD YOU LIKE TO SEE IMPROVED OR IMPLEMENTED?

More education/conversations with our communitity so that they are aware of decisions that are made by the commission and why. There will always be opposition to any decision, but if the decision is made with knowledge and the town of mammoth in mind first, then it is the right way forward. If it is not, then it is the responsibility of the commission to stand up and explain without emotion and figure the path forward

HOW WOULD YOU APPROACH THE IMPROVEMENT OR IMPLEMENTATION OF THE PROGRAMS/PROJECTS LISTED ABOVE?

I am interested in having mature-direct conversations with members of our communitity and constituents to educate both sides of our decision. Knowing that sometimes the conversation can be tough, I believe it is important to talk through the details.

WOULD YOU BE AVAILABLE FOR MEETINGS IN THE:

_____ DAYTIME _____ EVENING X_____ BOTH

Appointees will be required to take an Oath of Office and are subject to filing a Statement of Economic Interest pursuant to the Political Reform Act of the State of California.

Billy Deaver _____ 2-17-2025_____

SIGNATURE DATE

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Adopt the Town of Mammoth Lakes Snow Management Policy.

**Council Meeting Date:** 3/19/2025

**Prepared by:** Haislip Hayes, PE Public Works Director

**Recommended Motion:** Adopt the Town of Mammoth Lakes Snow Management Policy

**Summary:**

At the March 5, 2025 Town Council meeting, staff presented a revised Snow Management Policy. Staff discussed the history, goals and priorities, staffing and equipment, contracts and operations. During the presentation staff received comments from the Council and answered questions. Staff made minor corrections to the maps to include Sierra Park Road on the Plow Truck Route and as a first stage of clearing in the Snow Removal Map. There was Council consensus to adopt the policy as a consent item at a future meeting.

# TOWN OF MAMMOTH LAKES
# PUBLIC WORKS DEPARTMENT

## SNOW MANAGEMENT POLICY

### Goal

The goal of the Town of Mammoth Lakes Snow Management Policy is to provide the safest possible movement of vehicle and pedestrian traffic throughout the community during winter months and intense storm periods.

The Snow Management Policy is intended to provide Town staff with guidance and to ensure that:

- Public safety is always the highest priority
- The majority of Town is treated equitably
- There are clear and defined public expectations; and
- Appropriate responsibility and authority is established

### Equipment, Staffing, and Contracts

Snow management in the Town of Mammoth Lakes is a function of timing, manpower and equipment. The Town Road Department has thirteen (13) full-time operators and one (1) temporary operator during the winter. The Parks Department, which is responsible for sidewalks and MUP's has four (4) full-time operators. We also have five (5) full-time mechanics that when available are used as snow removal operators. The Town's snow removal fleet includes six (6) loaders with blades, four (4) trucks with plows and cinder spreaders, and five (5) loader mounted snowblowers, six (6) trackless snowblowers for sidewalks, and one (1) skid steer snow blower. The manpower and equipment are divided into two 12-hour shifts during storm periods. The night shift starts at midnight and goes continuously until noon. The day shift begins at noon and continues until midnight.

The Town currently contracts snow removal for all assessment and benefit assessment districts, including roads and numerous parking lots. Contracting snow removal services allows Town staffing to primarily focus efforts on roads and sidewalks while maintaining a higher level of service for Town managed facilities. The following contracts are in place for the winter season.

- Frontage Road Trucking
- Community Recreation Center (CRC)
- Pickleball Complex and Library Parking
- Edison Theater
- Sherwin Creek Road
- Hillside Parking Lot
- Tavern Road Park n' Ride Parking Lot
- Police Station Parking Lot
- Sawmill Cutoff Road and Shady Rest Park
- Juniper Ridge Assessment District
- Bluffs Subdivision Assessment District
- Shoveling of Town facilities, entrances and roofs, propane tanks, emergency generators, pedestrian ramps, bus shelters and other on-call services as needed

### Priorities

To achieve the Town's goal of safe snow removal operations and first responder access, priorities are established as conditions change.

Road Clearing Priorities:

1. Support for emergency services
2. Main arterials and collector streets, schools and hospital areas, bus routes
3. Residential streets
4. Cul-de-sacs
5. Scenic loop, Sherwin Creek Road
6. Roadside parking areas

Sidewalk and Multi-Use Path (MUP) Priorities:

1. Safe Routes to School sidewalks (Sidewalks and MUPS adjacent to or leading to schools)
2. All other sidewalks
3. Recreational MUPs and Promenades
4. Upper Canyon Blvd sidewalks

**Operations**

Snow removal operators manage approximately 120 lane miles of roads. During normal storms it takes Town snow removal crews approximately 12 hours to plow every street in Town once. In addition, it can take approximately 20 hours to reach every street with a snowblower. After storms, clean-up is regularly necessary and generally takes between 24 and 48 hours to complete, often longer for larger storms.

Street snow removal operations commence once snow starts to accumulate on the roadways. This can occur at any hour of the day or night. Operations generally follow the same pattern regardless of when the operations begin. The timing of when snow removal occurs, the rate and density of snowfall, and the conditions of roads will ultimately influence when operators arrive in certain neighborhoods.

Public roads and parking areas plowed by contract snow removal operators will be cleared with the same level of priority and level of service provided to the rest of the Community. Where snow removal operations are funded by assessment districts a higher level of service may be provided through contracts with private operators in accordance with obligations to the district.

Parking lots cleared by contract snow removal operators will be cleared overnight and throughout the day as needed. Most parking areas are signed 'No Parking Overnight' (7pm to 7am, 2am to 6am, or similar) to create an opportunity for operators to thoroughly clear and truck snow from parking areas without vehicle obstructions.

Roadside parking areas such as the Frontage Road are the lowest priority. Snow from streets, bus shelters, and sidewalks will be stored in parking spaces until it is safe to truck this snow to an offsite location. This work will be completed under contract to private operators to allow Town operations to focus on streets and sidewalks.

Sidewalk, MUP and bus shelter snow removal occurs in coordination with roadway snow removal operations. Pedestrian mobility is an important aspect of our community and snow removal operations are designed to complement and support other operations. Staff assigned to these operations are dedicated to these routes and are only reassigned from these duties in the most severe situations.

Baseline expectations are as follows:

**Typical Operations:** Most snow events fall into this category. During normal, manageable storms, all roads are considered a priority with timing preference only given to main arterials and bus routes. When a crew goes into an area, all streets will be plowed before leaving that area. Arterials, collectors and bus routes will be plowed prior to 7:00 am and maintained in a safe condition during the day. Blowers are generally 2-3 hours behind plows and will blow all streets to the orange snow stake line before leaving an area. Roads will be cleared allowing vehicles to travel in both directions. Snow will intentionally be stored in public rights-of-way. Snow may be temporarily stored in public parking areas until it can be trucked offsite. During typical operations it will take crews approximately 12 hours to reach every street once. This timing will vary significantly based on the amount and density of the snow. The public should expect under normal circumstances there to be ice and snow on the roadway or sidewalk at any point during or within days of a storm. Icy conditions may not be resolved with Town equipment and may remain until the weather warms or the sun melts the persistent ice.

The public should be prepared for there to be an equivalent of approximately 12 hours worth of snow accumulation on any road in Town. The Public Works Maintenance Manager may close roads and determine detours whenever it is deemed necessary for public safety.

**Reduced or Significantly Delayed Operations:** When snowfall exceeds the ability of Town crews to successfully perform typical operations throughout the Town, the Public Works Maintenance Manager may implement reduced operations. These circumstances arrive less often and are generally accompanied by public messaging regarding severe events or back-to-back storms. Reduced operations may be necessary when snowfall rates or equipment issues result in unexpected conditions along roadways and MUPs. During reduced operations, lower priorities may be intentionally delayed or suspended until such time as typical operations are again possible. These deviations from typical operations will allow crews to address areas of concern or other emergencies. The public can expect narrower streets, reduced pedestrian access, closed streets, higher than normal accumulations on the streets and delayed plowing and blowing. Personnel from other Town departments may be assigned to storm related duties. The Public Works Maintenance Manager may close roads and determine detours whenever it is deemed necessary for public safety. Additionally, snow removal standards may be lowered to allow for one lane of traffic only with turnouts for passing and using sidewalks for snow storage. This reduction in standards may also apply during normal operations when there is an inadequate snow storage area within the Town rights-of-way to blow snow without the possibility of damaging private property.

**Emergency Operations:** When snowfall exceeds the ability of Town crews to successfully perform reduced operations throughout the Town, emergency operations may be implemented. These operations would occur under a declared emergency by the Town Manager. The Public Works Maintenance Manager, with the concurrence of the Public Works Director and Town Manager, would implement emergency operations to ensure the effective mobility and deployment of emergency services throughout Town. During emergency operations, most priority levels are suspended, and emergency snow removal contracts may be implemented. The Town Manager, if a state of emergency is declared, may conscript whatever manpower and/or equipment needed for the purpose of providing adequate public safety. The Town will communicate special operations through social media, public service announcements (PSA), and on its website. During emergencies the public should expect significant constraints on pedestrian and vehicle movement.

**Specific Procedures**

1. Main Street / SR203 is cleared by the State of California Department of Transportation (Caltrans). The State uses its own equipment and sets its own standards and practices for clearing roads. The Town and Caltrans have established some protocols and work together when possible to remove snow from the roadway. Additionally, the Town has agreements with the State that permit the Town to clear snow from the sidewalks and sweep cinders.

2. Snow management on State Route 203 frontage roads will be performed between the hours of 2:00am and 6:00am due to parking regulations. Snow from 203, sidewalks and parking spaces will be temporarily stored in parking areas until such time as weather allows the trucking of snow to a snow storage facility. The trucking operation is performed by a contractor.

3. Lake Mary Road, from the Juniper Ridge development to Twin Lakes Bridge, is under United States Forest Service (USFS) jurisdiction and snow removal operations are collaboratively managed as per the agreement between the Town, MMSA and the USFS. It is the Town's intent to keep the roadway open subject to weather conditions and the needs of the partner agencies. The road is regularly closed during and after storms for avalanche mitigation.

4. The Mammoth Scenic Loop Road will be included in snow removal operations during daylight hours only. As conditions on Town roads deteriorate or proactively in advance of storm events, Town representatives may close the Scenic Loop Road until such time as all other Town roads have been cleared of snow.

5. Sherwin Creek Road is owned by the USFS, and under permit to the Town. The Town is permitted to maintain and clear snow from the road. Snow removal operations and under contract to a third party. As snow and wind conditions deteriorate, the Town may elect to close the road, that includes access to the Sherwin Trailhead. The Town will provide as much notice to the public as possible regarding any planned closures. Prior to closing the gate, the Mammoth Lakes Police Department (MLPD) will "sweep" the area

to ensure nobody is trapped behind the gate. AmeriGas has a large propane tank farm adjacent to Sherwin Creek Road and may elect to have snow cleared from Sherwin Creek Road at their expense to facilitate operations.

6. Roads in the Sierra Valley Sites are included in normal plowing operations. However, plowing may be delayed due to residential congestion. To accommodate residents, this area may receive alternative services when daylight is sufficient for operations. When available the Town will allocate resources to clear the neighborhood before traffic constrains operations.

7. Davison Road may be temporarily closed to downhill traffic when icy and snowy conditions exist. The road will be closed to traffic using snow berms near Canyon Lodge and signage near Lake Mary Road. When the top of the hill is closed, temporary signage shall be placed at the bottom of Davison Road advising non-local traffic that the road is not a "through street" and that the road is closed ahead.

8. Cinders may be used at intersections and steeper Town roads to assist in traction of vehicles, especially following snow removal operations.

9. All contractors employed by the Town to remove snow for assessment districts shall comply with the goals and objectives contained in this policy.

**Municipal Code Sections:**

1. Section 10.16.150 establishes parking regulations during winter months. Parking control is managed by the Mammoth Lakes Police Department (MLPD).

2. Section 12.04.030(b) states that it is unlawful to push snow, haul snow, place snow in any Town right-of-way or snow storage easement or leave snow in a position where it will fall into the Town right-of-way or snow storage easement, without written authorization from the Town.

3. Section 12.28.050 requires identification of private snow removal equipment.

4. Section 12.28 governs snow removal on public and private property.

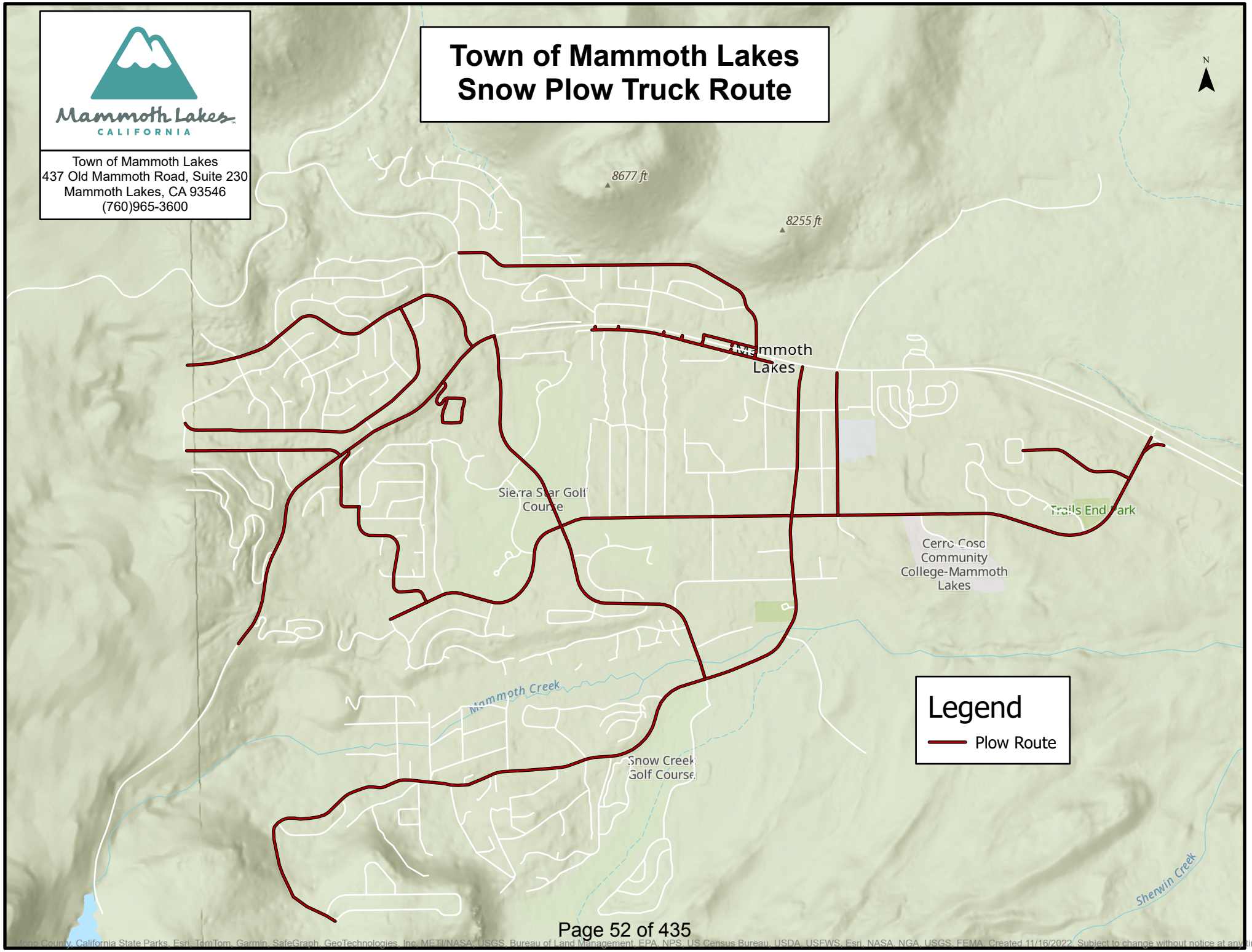
**Miscellaneous:**

1. The Public Works Maintenance Division has established snow management guidelines for all Town operators. If necessary, the Public Works Maintenance Manager is authorized to amend the guidelines as stated in this policy and shall inform the Public Works Director and Town Manager when deviations or changes occur. Nothing in this policy is intended to interfere with the Manager's duty to make decisions necessary to implement the goals and objectives of Town of Mammoth Lakes snow removal operations.

2. The Town of Mammoth Lakes contracts for the operation of a snow storage facility, often referred to as the 'snow pit.' The contractor is responsible for communicating and coordinating the opening and general operations of the facility. The facility is available to local contractors, all of which must be permitted to use the site by the Town. The contractor is responsible for maintaining the sites' safety including, traffic control. All loads to the facility must be inspected and no hazardous materials may be used to release snow from trucks. Any trash accidentally collected with snow and trucked to the site will be removed from the site as snow melts.

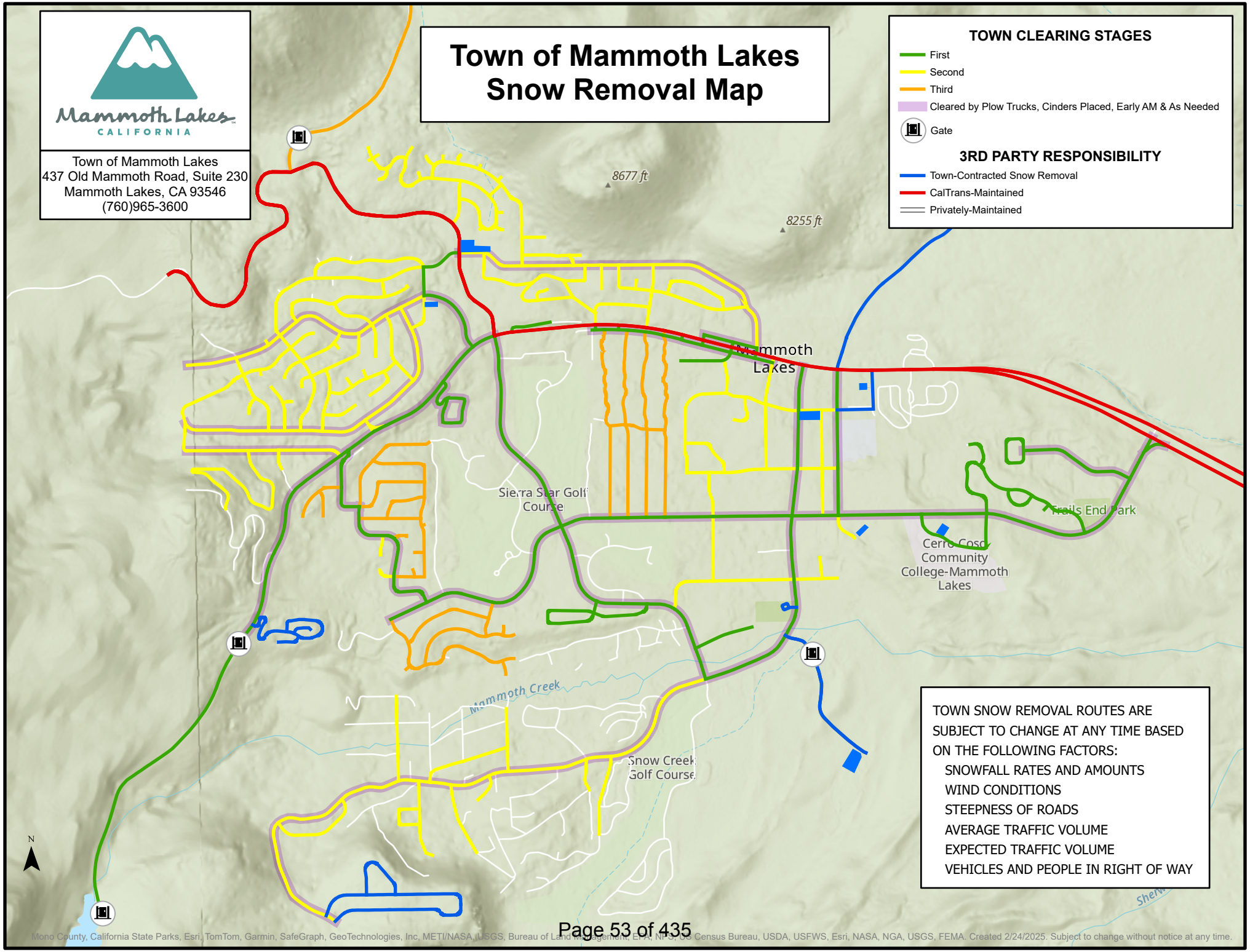
# Town of Mammoth Lakes
# Snow Plow Truck Route

Town of Mammoth Lakes
437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546
(760)965-3600






Mono County, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA. Created 11/16/2022. Subject to change without notice at anytime.


Town of Mammoth Lakes
Snow Removal Map
Mammoth Lakes
CALIFORNIA
Town of Mammoth Lakes
437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546
(760)965-3600
TOWN CLEARING STAGES
First
Second
Third
Cleared by Plow Trucks, Cinders Placed, Early AM & As Needed
Gate
3RD PARTY RESPONSIBILITY
Town-Contracted Snow Removal
CalTrans-Maintained
Privately-Maintained
8677 ft
8255 ft
Mammoth Lakes
Sierra Star Golf Course
Trails End Park
Cerro Coso Community College-Mammoth Lakes
Mammoth Creek
Snow Creek Golf Course
TOWN SNOW REMOVAL ROUTES ARE SUBJECT TO CHANGE AT ANY TIME BASED ON THE FOLLOWING FACTORS:
SNOWFALL RATES AND AMOUNTS
WIND CONDITIONS
STEEPNESS OF ROADS
AVERAGE TRAFFIC VOLUME
EXPECTED TRAFFIC VOLUME
VEHICLES AND PEOPLE IN RIGHT OF WAY
N
Mono County, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA. Created 2/24/2025. Subject to change without notice at any time.

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Authorize the First Amendment to the Professional Services Agreement with Lise Wise Consulting Inc for the Mammoth Main Base Redevelopment project management to extend the term of the agreement and to update the billing rates.

**Council Meeting Date:** 3/19/2025

**Prepared by:** Nolan Bobroff, Community and Economic Development Director

**Recommended Motion:** Authorize the First Amendment to the Professional Services Agreement with Lise Wise Consulting Inc for the Mammoth Main Base Redevelopment project management to extend the term of the agreement and to update the billing rates.

**Summary:** In March 2022, the Town contracted with Lisa Wise Consulting, Inc. (LWC) to provide project management support for the Mammoth Main Base Redevelopment Project ("Project"). That contract was for a three (3) year period and is set to expire on March 17, 2025. The Project is still ongoing and the Town and LWC wish to extend the term of the contract for an additional three years to March 17, 2028 and provide for an additional two-year extension option beyond 2028 in the event that the project is not yet complete. The amendment will also update the billing rates to allow LWC to update the rates annually on January 1st of each year to the current year rates for LWC staff.

The Project consists of the redevelopment of approximately 35 acres of privately owned land at the base of the Mammoth Mountain Ski Area Main Lodge area and the entitlements are expected to take multiple years to complete due to the scale and complexity of the Project.[1] As a result of the multi-year timeline and because of the need for a planner that is able to commit substantial staff time to the project, the Town contracted with LWC to provide project management support services. This has allowed staff to continue to focus on the other Town projects currently under review.

All costs associated with the LWC contract and other Project related contracts[2] are billed on a time/materials basis to the project applicant (Mammoth Main Lodge Redevelopment, LLC). The applicant is billed on a monthly basis.

**Attachments:**

1. First Amendment to the Professional Services Agreement with Lisa Wise Consulting, Inc. (LWC)
2. 2025 LWC Rate Sheet
3. Professional Services Agreement with Lisa Wise Consulting, Inc. (LWC), dated 3/16/2022

[1] In 2020, a land exchange transferred approximately 35 acres at the base of Mammoth Mountain Ski Area (MMSA) Main Lodge from federal (US Forest Service) to private ownership. The 35 acres are comprised of two parcels (Parcel A and Parcel B). These two parcels are now owned by Mammoth Main Lodge Redevelopment LLC (MMLR). MMLR is under the commercial real estate subsidiary of Alterra Mountain Company (Alterra). MMSA is under the resorts subsidiary of Alterra.

[2] Related to this Project, the Town has contracts with Ascent for environmental review, Keyser Marston for financial advisory consulting services, NCE for engineering services support, and LWC for planning services support.

**FIRST AMENDMENT TO**

**PROFESSIONAL SERVICES AGREEMENT**

PARTIES: This First Amendment to Professional Services Agreement ("First Amendment"), dated this __ day of March, 2025 ("Effective Date") and with retroactive effect to March 17, 2025, is entered into by and between **Lisa Wise Consulting, Inc.**, a California Corporation ("Consultant") and the **Town of Mammoth Lakes** ("Town") (collectively, the "Parties") to amend the Professional Services Agreement between the Parties dated March 16, 2022 ("Agreement") as set forth below.

FIRST AMENDMENT: The Agreement is hereby amended by amending Sections 3.1.2 and 3.3.1 to read as follows:

(i) Section 3.1.2 Term. The term of this Agreement shall be from March 17, 2022 to March 17, 2028. With the mutual consent of the Parties, the term may be extended to March 17, 2030 in the event that the Mammoth Mountain Main Lodge Redevelopment Project is not yet completed. Such extension shall be memorialized in writing but shall not require an amendment to this Agreement.

(ii) Section 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Exhibit "A" rates shall be updated annually on January 1st of each year to the the-current year rates for Consultant.

NO OTHER AMENDMENT: Except as modified by this First Amendment, the Agreement remains binding on the Parties in full force and effect according to its terms.

INCORPORATION OF FIRST AMENDMENT. From and after the Effective Date of this First Amendment, wherever the term "Agreement" or contract appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this First Amendment.

COUNTERPARTS. This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one fully executed First Amendment.

AUTHORITY TO EXECUTE. Each signatory executing this First Amendment on behalf of the Party below warrants that he or she is authorized to enter into and bind that Party to the terms of this First Amendment.

IN WITNESS WHEREOF, the said Parties hereto have caused this First Amendment to be executed on the Effective Date.

**TOWN OF MAMMOTH LAKES**

By: _____
Rob Patterson
Town Manager

Attest: _____
Jamie Gray
Town Clerk

**LISA WISE CONSULTING, INC.**

By: _____
Lisa Wise
President

By: _____
Henry Pontarelli
Secretary

## 2025 RATES

The table below lists hourly rates per staff level.

| Staff Level | Hourly Rate |
|---|---|
| Principal | $299 |
| Director | $260 |
| Senior Associate | $215 |
| Lead Associate/GIS Specialist | $180 |
| Associate | $165 |
| Admin | $120 |

# TOWN OF MAMMOTH LAKES

# PROFESSIONAL SERVICES AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into this 16th day of March 2022, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite 230, Mammoth Lakes, California, 93546 ("Town") and Lisa Wise Consulting, Inc., a California Corporation, with its principal place of business at 983 Osos Street, San Luis Obispo, CA 93401 ("Consultant"). Town and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

## 2. RECITALS.

### 2.1 Consultant.

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

### 2.2 Project.

Town desires to engage Consultant to render such professional planning consulting services for the Mammoth Mountain Main Lodge Redevelopment Project as set forth in this Agreement.

## 3. TERMS.

### 3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from March 17, 2022 to March 17, 2025 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The

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

3.2.2 Reserved.

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

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

3.2.5 Town's Representative. The Town hereby designates Sandra Moberly, Community and Economic Development Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Town Manager, Town's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Jennifer Murillo, Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

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

(1) Additional Insured: Consultant agrees to endorse the third party general liability coverage required herein to include as additional insureds Town, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010.

Consultant also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.

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

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

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

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

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

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

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

terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under Consultant's policies, or Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Town as an Additional Insured to the Subconsultant's policies. Consultant shall provide to Town satisfactory evidence as required under Section 3.2.10.1 of this Agreement.

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

**3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference.

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

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

**3.4 Accounting Records.**

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

**3.5 General Provisions.**

3.5.1 Termination of Agreement.

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

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

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

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

| | |
|---|---|
| Consultant: | Lisa Wise Consulting Inc.<br>983 Osos Street<br>San Luis Obispo, CA 93401<br>ATTN: Jennifer Murillo, Director |
| Town: | Town of Mammoth Lakes<br>PO Box 1609<br>437 Old Mammoth Road, Suite 230<br>Mammoth Lakes, CA 93546<br>ATTN: Sandra Moberly, Community and Economic Development Director |

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

3.5.3.3 Confidential Information. The Town shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Town's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Town shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give Town written notice of Consultant's objection to the Town's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Town, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Town shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with Town's choice of legal counsel), and hold Town harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Town release such information.

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

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

3.5.6 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

**3.6 Subcontracting.**

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

**TOWN OF MAMMOTH LAKES**

By: Daniel C. Holler

Daniel C. Holler, Town Manager

*Attest:*

**LISA WISE CONSULTING, INC.**

By: Lisa Wise

Lisa Wise, President

By: Henry Pontarelli

Henry Pontarelli, Secretary

By: _____
Jamie Gray
Town Clerk

*Approved as to Form:*

By: Andrew Morris
Andrew Morris
Town Attorney

**EXHIBIT "A"**
**SCOPE OF SERVICES**
**SCHEDULE**
**COMPENSATION**

LWC

# Town of Mammoth Lakes

## MAIN LODGE ON-CALL/CONTRACT PLANNER ASSISTANCE SCOPE OF WORK

Lisa Wise Consulting, Inc. (LWC)
February 15, 2022

This on-call/contract planner assistance scope of work is based on LWC's understanding of the Town of Mammoth Lakes' (Town's) temporary need for additional staff capacity, specifically related to the Mammoth Mountain Ski Area (MMSA) Main Lodge development project. LWC is uniquely qualified to provide this assistance because Jen Murillo, Director, worked for the Town's Community and Economic Development Department (CEDD) for over 10 years and is familiar with the Town's planning policies, zoning code, and permit review procedures.

### MAMMOTH MOUNTAIN SKI AREA (MMSA) MAIN LODGE DEVELOPMENT

LWC will provide project management services for the MMSA Main Lodge development, including:

- Coordinate and participate in regular meetings with the USFS, MMSA team, and Town team, including the Town's other consultants for this project (e.g., public works/engineering, financial, etc.).
- Review submittal materials including CEQA/NEPA consultant deliverables, route to appropriate parties, and prepare comment letters.
- Prepare for and conduct review of the project with the Development Review Committee (DRC).
- Prepare a community engagement plan/process outlining engagement tasks/events and responsible parties (i.e., Town versus applicant).
- Prepare materials and assist in the facilitation of any community outreach meetings on the project.
- Prepare staff reports and presentations for any Planning and Economic Development Commission (PEDC) and Town Council workshops, meetings, or hearings on the project.
- Prepare staff reports and presentations for any Advisory Design Panel (ADP) meetings on the project.
- Coordinate via teleconference and email with the applicant and Town staff.

## ASSUMPTIONS

- LWC's attendance at meetings will be virtual. In person meetings may be scheduled as mutually agreed upon by both LWC and the Town. For in person meetings, LWC travel expenses will be charged in addition to time spent (see attached billable rates).
- LWC will have access to the CEDD file server.
- The Town will be responsible for public noticing.
- Jen Murillo, LWC Director, will be assigned to this work.

## 2022 RATES

The table below lists hourly rates per staff level.

| Staff Level | Hourly Rate |
|---|---|
| Principal | $285 |
| Director | $245 |
| Senior Associate | $195 |
| Lead Associate | $165 |
| Associate | $155 |


**Signature:** Lisa Wise

**Email:** lisa@lisawiseconsulting.com

**Signature:** 

**Email:** henry@lisawiseconsulting.com

**Signature:** Andrew Morris
Andrew Morris (Mar 22, 2022 11:44 PDT)

**Email:** amorris@townofmammothlakes.ca.gov

# Lisa Wise Contract_3-16-22

Final Audit Report 2022-03-22

| | |
|---|---|
| Created: | 2022-03-21 |
| By: | Sandra Moberly (smoberly@townofmammothlakes.ca.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAwH5gtVplnGTpdCHGi4kRSsXCZbcvrqJV |

## "Lisa Wise Contract_3-16-22" History

Document created by Sandra Moberly (smoberly@townofmammothlakes.ca.gov)
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2022-03-21 - 6:46:25 PM GMT

Email viewed by Lisa Wise (lisa@lisawiseconsulting.com)
2022-03-21 - 6:46:56 PM GMT- IP address: 104.28.124.70

Document e-signed by Lisa Wise (lisa@lisawiseconsulting.com)
Signature Date: 2022-03-22 - 2:33:31 AM GMT - Time Source: server- IP address: 70.184.31.222

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Signature Date: 2022-03-22 - 6:41:38 PM GMT - Time Source: server- IP address: 99.8.8.177

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Document e-signed by Andrew Morris (amorris@townofmammothlakes.ca.gov)
Signature Date: 2022-03-22 - 6:44:04 PM GMT - Time Source: server- IP address: 208.180.36.38

Agreement completed.
2022-03-22 - 6:44:04 PM GMT

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Waive the reading and adopt by title only the ordinance amending Municipal Code Chapters 6.20 Feeding of Wildlife Prohibited, 8.12 Solid Waste Management, and 8.13 Construction and Demolition Waste.

**Council Meeting Date: 3/19/2025**

**Prepared by:** Pam Kobylarz, Assistant to the Town Manager

**Recommended Motion:** Waive the reading and adopt by title only the ordinance amending Municipal Code Chapters 6.20 Feeding of Wildlife Prohibited, 8.12 Solid Waste Management, and 8.13 Construction and Demolition Waste.

**Summary:** The Town is working on a comprehensive wildlife management, outreach and education program to help reduce conflicts and interactions between humans and wildlife. The first phase of this program is to update the Town's Municipal Code to strengthen language in the Code related to wildlife attraction and define responsible parties for solid waste spillage. This proposed Municipal Code update consists of minor updates to three chapters in order to lessen human-wildlife interaction and clean up the Town Code, while still permitting activities like fishing and outdoor cooking that may attract wildlife.

At its meeting on March 5, 2025, the Town Council voted 4-0 to waive the reading and introduce the ordinance to Municipal Code Chapters 6.20, 8.12, and 8.13 with minor amendments to Chapter 6.20. The requested amendments have been incorporated with the attached ordinace.

**ORDINANCE NO. 25-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, AMENDING MUNICIPAL CODE CHAPTERS 6.20 FEEDING OF WILDLIFE PROHIBITED, 8.12 SOLID WASTE MANAGEMENT, AND 8.13 CONSTRUCTION AND DEMOLITION WASTE**

**WHEREAS,** the Town of Mammoth Lakes' Municipal Code governs the laws of the Town related to and including solid waste disposal and the prohibition of feeding wildlife; and

**WHEREAS,** many black bears and other wildlife reside in or near the Town of Mammoth Lakes, and

**WHEREAS**, the Town desires to minimize human and wildlife conflicts and interactions, so that wildlife and humans can coexist peacefully; and

**WHEREAS,** the Town desires to strengthen current language in the Municipal Code related to solid waste spillage and other wildlife attractions; and

**WHEREAS,** the Town Council has determined that the public health, safety and welfare of Town residents and visitors will benefit from the proposed amendments to Municipal Code Chapters 6.20, 8.12, and 8.13.

**NOW, THEREFORE,** the Town Council of the Town of Mammoth Lakes, State of California, does ordain as follows:

Section 1: Amend Municipal Code Chapters 6.20, 8.12 and 8.13, which are hereby amended as set forth in Exhibit A attached hereto and incorporated herein.

Section 2: EFFECTIVE DATE OF ORDINANCE

This Ordinance shall become effective and enforceable thirty (30) days from and after the date of its adoption.

Section 3: POSTING

The Town Clerk shall, within fifteen (15) days after the passage of this Ordinance, cause it to be posted at the duly designated posting places established by resolution of the Town Council, published once in a newspaper of general circulation, and entered in the Book of Ordinances of the Town.

Section 4: SEVERABILITY

If any provision of this Ordinance of the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Ordinance are declared to be severable.

The foregoing Ordinance was PASSED, APPROVED, AND ADOPTED on the 19th day of March 2025.

_____
CHRIS BUBSER, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

**Exhibit A**

## CHAPTER 6.20. - FEEDING OF WILDLIFE AND WILDLIFE ATTRACTION PROHIBITED

### 6.20.010. - Purpose.

It is the purpose and intent of this chapter to minimize conflicts between humans and wildlife and to ensure responsible human-wildlife interactions.

### 6.20.020. - Prohibited acts.

(a) No person shall feed or in any manner provide food or scented items for any nondomesticated animals, including, but not limited to, bears, mountain lions, coyotes, raccoons, deer, mice, birds, or squirrels.

(b) While camping or in public outdoor spaces, no person shall store any food, garbage, or scented items, unless the items are stored in a container designed to prevent access by bears and other wildlife, or the person is actively engaged in cooking and/or eating.

(c) No person shall permit barbecue equipment or other tools that remain outdoors to have a buildup of residual food or grease that attracts wildlife.

(d) No person shall leave a fishing line, fishing tackle, fishing rod, string, bait or other fishing equipment unattended in a manner that attracts wildlife.

(e) No person shall store any food, garbage, or scented items in their vehicle in such a manner that attracts wildlife.

(f) No person shall allow for or engage in spillage of solid waste, as defined in 8.12.070(m), that attracts wildlife.

(g) No person shall permit any delivery items or packages to be left outdoors in such a manner that attracts wildlife.

(h) No person shall keep any animal food on a property in such a manner that could attract wildlife.

### 6.20.030. - Exceptions.

Section 6.20.010 shall not prohibit feeding or providing food to a nondomesticated animal in the following instances:

(a) When the person is the owner of such nondomesticated animal and such animal is kept under valid certificate or permit issued by the State Department of Fish and Wildlife.

(b) When the person provides food for a trapped, injured, or unweaned nondomesticated animal between the time that the agency in charge of animal control is notified and such animal is picked up by that agency.

6.20.040. - Violation; penalty.

All violations of any portion of this chapter are declared to be a public nuisance and may be abated by the Town in such manner as provided by law. All violations of any portion of this chapter are declared to be misdemeanors or infractions, pursuant to Section 1.12.010. The remedies set forth in this chapter are non-exclusive and the Town may seek any legal and equitable relief permitted by law in addition to those remedies set forth in this chapter.

CHAPTER 8.12. - SOLID WASTE MANAGEMENT

8.12.001. - Title.

This chapter shall be known as the Solid Waste Management Ordinance.

8.12.010. - Purpose.

It is declared to be in the interest of the public health, sanitation, safety, and welfare of all residents of the Town that the accumulation, preparation, storage, Collection, transportation, and disposal of Solid Waste, green waste, organics and Recyclable Materials in the Town be handled in a safe, sanitary, routine, and efficient manner so as to maximize the reduction, reuse, recycling, transformation and composting of materials that otherwise would become Solid Waste and deposited in a landfill. The planned management of Solid Waste extends the life of landfill disposal capacity; reduces the emissions of greenhouse gasses and maintains the cleanliness and safety of Town rights-of-way to comply with State law; prevents the harboring and breeding of rodents, insects and other pests; reduces contamination of the environment by the unauthorized burying, burning or putrefaction of such materials, including hazardous waste; prevents the spread of diseases associated with unsanitary conditions; prevents the attraction of wildlife; and prevents unsightliness and other public nuisance, which may result in the depreciation of property values and otherwise interfere with the comfortable enjoyment of life within the Town.

8.12.020. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Furthermore, additional terminology used in this chapter may be defined in any contract that the Town may have with a Franchisee.

*AB 939* means the California Integrated Waste Management Act of 1989, Public Resources Code § 40000 et seq.

*Bin* means a bear-proof Container, with a capacity of at least one cubic yard designed or intended to be mechanically dumped into a loader packer type truck.

*Cart* means a bear-proof, heavy plastic Receptacle with a rated capacity of at least 20 gallons and not more than 95 gallons, having a hinged tight-fitting lid, and two wheels, that is approved by the Town and is colored and labeled as designated by the Town.

*Collect* or *Collection* means the act of removing discarded materials from the place of generation or designated point of Collection within the Town and all operations of gathering together and transporting to the point of disposal or processing any Garbage, refuse, rubbish, Solid Waste, recyclable, transformable, or compostable waste materials.

*Collection Premises* means every improved property, including, but not limited to, every Single-Family Unit and Multifamily Unit usable for human habitation whether or not inhabited, and all commercial and industrial premises usable for business purposes.

*Commercial Solid Waste* includes all types of Solid Wastes generated by commercial, industrial, governmental, Multifamily Units, and other nonresidential sources, which have been placed in an authorized Solid Waste Container used for the temporary storage of Solid Waste awaiting pickup. The term "Commercial Solid Waste" does not include hazardous wastes, medical wastes, and special wastes.

*Container* means any approved Bin or Cart provided for the purpose of containing Solid Waste and/or Recyclables.

*Franchisee* means the company or entity the Town has contracted with to provide Solid Waste services to Collect, remove, transport, process or dispose of Solid Waste or Recyclable Materials within the Town municipal boundary.

*Garbage.* See *Solid Waste.*

*Multifamily Unit* means each individual living unit within a multifamily complex composed of five or more individual residential units which receive communal refuse and/or recycling services. Note: This definition applies for purposes of this chapter only; Title 17 defines the term "Multifamily Unit" differently for purposes of zoning and land use.

*Occupant* means any person actually occupying any premises within the Town municipal boundary either as Owner or tenant, by contract or otherwise, including persons or businesses occupying or using any industrial or commercial premises.

*Owner* means the person to whom the taxes on the property are assessed as shown on the last equalized assessment roll of the County, or alternatively, from such records of the County Assessor or Tax Collector that contain more recent information.

*Receptacle.* See *Container.*

*Recyclables* or *Recyclable Material* means used residential or business materials which may be returned to the economic mainstream as commodities for reuse, or for reprocessing to create new or reconstituted products, which, if not segregated from Solid Waste, would otherwise become Solid Waste consistent with the requirements of AB 939. These materials include, but are not limited to, glass, metal, paper, cardboard, plastic, or other materials which have been segregated from Garbage and rubbish for the purpose of depositing at a designated Collection location, including a curbside location, for Collection and transportation to recycling or transfer station facilities.

*Responsible Party* means, for a particular residential, commercial, or industrial property, the person or people who are listed as the account holder for that property with the Franchisee.

For waste not generated at residential, commercial or industrial properties, the Responsible Party is the person who generated the waste.

*Single-Family Unit* means a single-family dwelling, a two-unit dwelling, a three-unit dwelling or a four-unit dwelling. (Note: This definition applies for purposes of this chapter only; Title 17 defines the term "Single-Family Unit" differently for purposes of zoning and land use.)

*Solid Waste* means all "Solid Waste," as that term is defined in Public Resources Code § 40191, which is generated within the Town. The term "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including residential, industrial, commercial, and municipal Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, Recyclable Materials, discarded home and industrial appliances, manure, vegetable or animal solid and semi-Solid Wastes, and other discarded solid and semi-Solid Wastes, but does not include hazardous wastes, medical wastes, and special wastes.

8.12.030. - Authority to Collect.

The Town and its elected officials, officers, agents, and employees, or any Franchisee with whom the Town may enter into a contract or franchise therefor, and the officers, agents, and employees of such Franchisee, shall have the exclusive right to gather, Collect and remove Solid Waste from all premises in the Town. No person other than those specified in this section shall gather, Collect, or remove any Solid Waste, convert, or transport any Solid Waste in, along or over any public street, alley, or highway in the Town, or take any Solid Waste from any Cart or Bin, or interfere with or remove any Cart or Bin from any location where it is placed for Collection by the Owner thereof. Notwithstanding the foregoing, nothing in this chapter shall be deemed to prohibit the Owner or generator of Recyclables from selling or donating such materials to any buyer or donee, nor to prevent any such buyer or donee from Collecting or transporting such Recyclables.

8.12.040. - Contract.

The Town Council may, at any time, enter into a contract or franchise agreement with a qualified company or individual to provide any services related to the Collection, management, and processing of Solid Waste. In letting such contracts, the Town Council shall not be required to let the contract to the lowest bidder but shall be free to let such contract to the company or individual deemed best fit to comply with the terms of this chapter and the contract.

8.12.050. - Service mandatory—Single-family residential service.

(a) Any parcel containing one or two dwelling units shall be required to subscribe to either the residential Cart curbside pick-up service or the transfer station self-haul disposal program as described in the agreement between the Town and the Franchisee.

(b) Subject to Section 8.12.100, any parcel that contains three or four dwelling units shall be required to subscribe to either the residential Cart curbside pick-up service or commercial Bin service. Cart service shall be subject to the requirements of the Town and/or Franchisee.

8.12.060. - Service mandatory—Multifamily residential service.

Subject to Section 8.12.100, any parcel that contains five or more dwelling units shall be required to subscribe to commercial Bin service, and all condominium projects, trailer parks, mobilehome parks, planned unit developments and townhouses regardless of unit or space count, shall be required to subscribe to commercial Bin service. All motels, hotels, lodges, and inns shall be required to subscribe to commercial Bin service.

8.12.070. - Service mandatory—Commercial and industrial service.

Subject to Section 8.12.100, every office, commercial and/or industrial business or other establishment shall enter into an agreement with the Franchisee for the removal and transportation of Solid Waste at the frequency appropriate for the type and size of business.

8.12.080. - Fee—Payment liability.

(a) Each Owner, Occupant or person in possession, charge, or control of a parcel upon which there exists a residential unit or commercial enterprise or noncommercial establishment within the Town is made liable for the payment of the refuse disposal fees levied against such premises for required refuse disposal, irrespective of the actual use of the refuse Collection services provided by the Town or its authorized Franchisee. Services made available to those premises required to receive such services shall be considered as services utilized. It shall be the duty of the Owner of such premises to provide payment of the refuse Collection and disposal fees to the authorized Franchisee.

(b) Nothing in this section shall prevent an arrangement for the continuance of an existing arrangement under which payments of refuse Collection fees are made by a tenant or tenants or any agent on behalf of the Owner. Any such arrangement will not affect the Owner's obligation to the Town or its authorized Franchisee.

8.12.090. - Fee—Civil debt.

The refuse disposal fee shall be a civil debt owed by the Owner, Occupant or person in possession, charge or control of a residential unit or commercial enterprise. The Franchisee may bring an action in its own name to Collect such debt. In the event that any civil action to enforce the Collection of the refuse disposal fee is brought in any court, the prevailing party shall be entitled to reasonable attorneys' fees to be determined by the court. The prevailing party shall be the party in whose favor final judgment is entered.

8.12.100. - Exemptions.

(a) The Town Manager or designee may authorize exemptions from the mandatory service requirement where there is evidence showing that: (1) The granting of an exemption will not be contrary to the intent of this chapter nor to the public health, safety and welfare; (2) There is no possibility that Solid Waste will be generated by or upon a parcel or unit of real property due to its special conditions or exceptional characteristics; and (3) That the strict application of this chapter would result in practical difficulties and exceptional hardships. No exemption shall be granted for a period longer than one year, unless approved by the Town Manager in extenuating circumstances. The expiration of an exemption shall not be deemed a revocation for purposes of Subsections (c) and (d) of this section.

(b) Any person claiming an exemption pursuant to this section shall file a written statement with the Town Manager or designee stating facts upon which exemption is claimed. In the absence of such statement substantiating the claim, and the granting of the exemption by the Town, such person shall be liable for the payment of the refuse Collection fees required by this chapter.

(c) The Town Manager or designee, after giving notice of not less than ten days and a reasonable opportunity for hearing to any person claiming an exemption pursuant to this section, may revoke any exemption granted upon information that the person is not entitled to the exemption as provided in this chapter.

(d) In the event an application for an exemption is denied, and/or an exemption is revoked, the applicant or holder of the exemption shall have the right to appeal to the Town Council pursuant to Section 2.04.070.

(e) The Town Manager may permit multiple adjacent businesses to share one or more Solid Waste Receptacle if it is determined that such an arrangement will not negatively affect the health and safety of the Town, and if the Franchisee agrees to such an arrangement.

(f) The Town Manager in consultation with the Franchisee may permit a business or residence to use a non-standard Container, if it is determined that the layout and makeup of units, management of the property, and other factors make compliance with Container requirements in 8.12.060 or 8.12.070 impractical or not in the best interests of the community.

8.12.110. - Collection—Single-family service.

Solid Waste shall be Collected from every single-family customer subscribed to curbside service at least once per week.

8.12.120. - Collection—Commercial service.

Solid Waste shall be Collected from every subscribing multifamily, commercial, or industrial customer at least once per week.

8.12.130. - Receptacles—Bear-proof Cart or Bin to be provided.

A Franchisee shall provide a bear-proof Cart or Bin to all subscribing customers based on the level of service a customer has subscribed to. It shall be the responsibility of the Franchisee to maintain all Carts and Bins. It is the responsibility of the customer to notify the Franchisee in the event of damage to a Cart or Bin.

8.12.140. - Receptacles—Commercial Bin size.

A Franchisee shall determine the minimum Bin size required for all commercial service based upon the size and type of business and/or the number of units in a residential or lodging complex.

8.12.150. - Receptacle use.

(a) All accumulations of Solid Waste shall be placed in the Receptacles provided by the Franchisee in accordance with Section 8.12.130.

(b) The Responsible Party shall ensure that the Receptacles are properly secured and latched at all times.

8.12.160. - Receptacle placement.

(a) Placement of Bins shall be in accordance with Section 17.36.130. In all cases of disputes or complaints arising from or concerning the place where the Bins shall be placed while awaiting the removal of their contents, the Town Manager or designee shall designate the place.

(b) All Carts shall be stored behind the front yard setback, within an enclosed area such as a garage, shed or other place if available, or otherwise placed to limit access to the Cart by wildlife, during the days and times of the week that are not scheduled for Collection of Solid Waste. At scheduled Collection times, Carts shall be placed curbside, or if no curb is present, on a paved or solid surface within easy reach of the disposal hauling vehicle.

8.12.170. - Prohibited acts.

(a) *Dumping.* No person shall deposit or permit to be deposited any animal carcasses, Solid Waste or litter upon any public road, highway, right-of-way or public or private property, including sidewalks, gutters, stream or creek or the banks thereof, within the Town municipal boundary, except in Containers or in areas lawfully provided for or permitted for that use.

(b) *Accumulation.* No person shall store or accumulate any Solid Waste, nor permit the storage or accumulation of any Solid Waste within or upon any property or place owned, leased, or rented by such person or in such person's possession or control.

(c) *Tampering.* No person shall tamper with, modify, deface, damage, remove from, or deposit Solid Waste or Recyclable Materials in a Container which has not been provided for his/her use, without the permission of the Container Owner and/or Franchisee.

(d) *Unauthorized disposal.* No person shall place Solid Waste upon the land of another, or in a residential or Commercial Solid Waste Receptacle of another, or a public Solid Waste Receptacle, or upon premises other than those from which the Solid Waste originated, for the purpose of making Solid Waste available for Collection and disposal.

(e) *Hazardous waste.* No person shall dump, deposit, or otherwise dispose of any hazardous or medical waste on land, soil, rock, air, or water or at unauthorized disposal sites, transfer stations, resource recovery facilities, transformation facilities, buy back centers, or drop off recycling centers or in any Container to be Collected and ultimately deposited, unless otherwise approved in advance and in writing by the Town.

(f) *Burning.* No person shall burn or incinerate Solid Waste.

(g) *Burying.* No person shall bury Solid Waste.

(h) *Sorting.* No person shall sort, separate, or segregate any Solid Waste of any kind within or upon any public street or place, unless authorized by the Town, and then only in the manner, place, time, and subject to such restrictions as may be imposed by the Town.

(i) *Removal.*

(1) No person, other than the person in charge of any premises or the Franchisee shall remove any Cart or Bin from the location where the Cart or Bin was placed for storage or Collection by the person in charge of the premises.

(2) No person shall remove any Solid Waste, including Recyclables and green waste, from any Cart or Bin, or move the Cart or Bin from the location in which it was placed for storage or Collection, without prior written approval of the person in charge of such premises.

(j) *Collection.*

(1) No person or entity, other than Franchisee, shall remove, Collect, transport, or otherwise handle Solid Waste except as specifically authorized by this chapter, subject to the provisions of Section 8.12.030 regarding buyers or donees of Recyclables. Franchisee may bring a civil action to enforce this provision in its own name and without regard to any action taken by the Town.

(2) No person shall interfere with or obstruct the authorized activities of Franchisee in the Collection, transportation, or disposal of Solid Waste.

(k) *Importation of Solid Waste.* No person shall transport or permit to be transported into the Town any Solid Waste of any kind generated or accumulated outside the Town, for the purpose of storing or disposing of it in the Town, and no person shall store or dispose of any Solid Waste transported or brought into the Town from outside the Town, except as follows:

(1) Solid Waste may be transported directly to a Solid Waste disposal facility for final deposition at such facility.

(2) Solid Waste may be transported directly to a Solid Waste transfer/processing station for the following purposes:

a. Transfer of the Solid Waste directly from smaller to larger vehicles for transport; or

b. Temporary storage, separation, or other processing of the materials in the Solid Waste.

(l) *Transporting.*

(1) No person shall transport any Solid Waste within or upon any public streets in the Town, or anywhere in the Town, except in leak-proof Containers or vehicles so constructed that no Solid Waste could leak, fall, or be blown from such Container or vehicle.

(2) Transportation of any Solid Waste shall be conducted so that no Solid Waste will spill out of the Collecting or transporting Container or vehicle. Any person transporting any Solid Waste shall immediately pick up any Solid Waste which spills or is blown from the transporting Container or vehicle and shall otherwise clean the place onto which any such Solid Waste was spilled or blown.

(m) *Spillage, overflow, and improper disposal.*

(1) No Responsible Party for a Receptacle or other person shall permit Solid Waste to spill or overflow beyond the Receptacle.

(2) Solid Waste shall not be disposed of on top of or outside any Receptacle.

(3) Any improper disposal of Solid Waste that could attract or feed wildlife is prohibited.

8.12.180. - Composting.

(a) Waste organic matter generated by a household or an individual may be composted by households or individuals provided that the composting:

(1) Is conducted in accordance with accepted composting practices;

(2) Is conducted in accordance with applicable Federal, State and local laws and regulations;

(3) Does not generate offensive odors or provide a source of food or harborage for wildlife; and

(4) Does not create a public or private nuisance.

(b) Any individual generator may choose to compost their own organic material in compliance with this section without reliance on the Town's Solid Waste or recycling Franchisee.

8.12.190. - Violations.

(a) All violations of any portion of this chapter are declared to be a public nuisance and may be abated by the Town in such manner as provided by law. All violations of any portion of this chapter are declared to be misdemeanors or infractions, pursuant to Section 1.12.010. The remedies set forth in this chapter are non-exclusive and the Town may seek any legal and equitable relief permitted by law in addition to those remedies set forth in this chapter.

(b) When necessary to make an inspection of any building, structure or premises for the enforcement of this chapter, or when the Town Manager has cause to believe that there exists any condition which endangers the public health, the Town Manager or designee is authorized to request entry to such building, structure or premises at all reasonable times to inspect the same and to exercise any power or authority or to perform any duty imposed under this chapter.

(c) The right to request entry authorized by this section shall be subject to the following requirements:

(1) If the building, structure or premises is occupied, the Town Manager or designee shall first present proper credentials, explain the purpose for which entrance is desired, and request entry. In all cases entry shall be permitted to areas open to the public generally;

(2) If such property is unoccupied, a reasonable effort to locate the Owner or other persons having charge or control of the property shall be made to present proper credentials, explain the purpose for which entrance is desired, and request entry; and

(3) In no case shall the Town Manager or designee enter upon areas of private property not open to the public without the consent of the Owner, a lawful Occupant, or an authorized representative of the Owner or a lawful Occupant, provided that if consent cannot be obtained, entry may be made with a search warrant, abatement warrant, or other court-issued authority for entry obtained prior to entry.

## CHAPTER 8.13. - CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

### 8.13.010. - Purpose.

It is the purpose and intent of this chapter to require Construction and Demolition waste management to enable the Town to work toward reducing the amount of waste generated within the Town ultimately disposed of in landfills by requiring the Project Applicant for every Project covered by this chapter to divert a minimum of 65 percent of the Construction and Demolition debris resulting from that Project, in compliance with State and local statutory goals and policies, and to create a mechanism to secure compliance with the stated Diversion Requirements.

### 8.13.020. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the Town for any Permit, as defined in this chapter, and who is, therefore, responsible for meeting the requirements of this chapter.

*Completion* means the earliest of the following dates: the date a temporary Certificate of Occupancy is issued by the Town for a Project, the date a Certificate of Occupancy is issued by the Town for a Project, or the date the final Town inspection approving the Project is completed.

*Construction* means the building or enlargement of any Structure, or any portion thereof, and includes without limitation alterations or improvements to an existing Structure.

*Construction and Demolition Material* means the excess or discarded material that is removed from a site during or after the Construction or Demolition of any Structure, fence, wall, or paving.

*Conversion Rate* means the rate set forth in the standardized Conversion Rate table for use in estimating the volume or weight of Construction and Demolition debris, approved by the State Department of Resources Recycling and Recovery.

*Covered Project* means any Project meeting the thresholds established in Section 8.13.030.

*Demolition* means the razing, tearing down or wrecking of any Structure, wall, fence or paving, whether in whole or in part, whether interior or exterior.

*Diversion Requirement* means the diversion of a minimum of 65 percent of the total Construction and Demolition Material generated by a Project, or the lower percentage requirement granted by exception pursuant to Section 8.13.040.

*Divert and Diversion* means the recycling and/or reuse of Construction and Demolition debris to avoid disposal in a landfill.

*Excavation* means digging or removing soil, rocks, gravel, sand from a site, including, but not limited to, such work as is customarily performed in Construction of buildings or dredging or Construction of canals, drainage basins, waterways, lakes, levees, or dams.

*Mining* means any activity governed by the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq.

*Permit* means any building or Demolition Permit.

*Project* means any proposal for new or changed use, or for new Construction, alteration or enlargement of any Structure, that requires a Permit from the Town.

*Recycling and Reuse* means the process of collecting, sorting, cleansing, treating, and reconstituting Construction and Demolition debris that would otherwise be disposed of in a landfill for use as raw material for new, reused, or reconstituted products which meet industry standards.

*Structure* means anything constructed or erected that requires a location in the ground, including a building or swimming pool, but not, including a fence or wall used as a fence, or driveways, or walkways.

*Waste Management Plan* means a plan describing the amount of Construction and Demolition Material to be produced by or removed from a Project, and establishing methods by which 50 percent of such material will be diverted.

8.13.030. - Covered Projects.

(a) Unless otherwise determined to be exempt under Section 8.12.040, Covered Projects shall be all those Projects meeting any of the criteria listed in the most current edition of the CalGreen Construction Waste Reduction Requirements, as included herein by reference. Should the State update those standards over time or cease to use such standard, the Town Council may adopt updated standards by resolution. All Covered Projects shall comply with all provisions of this chapter, including, but not limited to, the Diversion Requirement for Construction and Demolition Materials.

(b) Projects meeting any of the following criteria shall be exempt from the requirements of this chapter, provided that:

(1) The Applicant has provided the Town with satisfactory evidence supporting the claimed exemption;

(2) The Town has issued a written determination of exemption, which may take the form of a stamp or other notation of exemption on Applicant's application for a building Permit; and

(3) Nothing herein shall be deemed to exempt any Project from the requirements of the California Green Building Standards Code or any regulation adopted in connection therewith:

a. Projects not meeting any of the criteria described in Subsection (a) of this section;

b. Immediate or emergency Construction, repair, or Demolition work required to protect the public health or safety in an emergency, as defined in Public Resources Code § 21060.3;

c. Work for which a building or Demolition Permit is not required by this Code;

d. A Project for which a valid building Permit has been issued prior to the effective date of the ordinance codified in this chapter and remains in effect at the time of Construction; or

e. A Town Project for which the notice inviting bids has been published prior to the effective date of the ordinance codified in this chapter.

8.13.040. - Application for exception.

(a) Prior to commencing Demolition or Construction, an Applicant wishing relief from the requirements of this chapter may seek a complete or partial exception from the requirements of this chapter.

(b) The exception process shall be initiated by the filing of an application for exception with the Town Manager, and payment of any application fee established by resolution of the Town Council. The Town Council is authorized to establish, by resolution, an application fee in an amount sufficient to recoup the Town's costs in considering an application for exception. The application shall indicate the maximum rate of diversion the Applicant believes is feasible and the specific circumstances the Applicant believes make it infeasible to comply with the Diversion Requirement.

(c) The Town Manager shall review the exception application and either grant the application, partially grant the application by revising the Diversion Requirements to a level other than that sought by the Applicant or shall deny the application. The Town Manager may, but is not required to, meet with the Applicant to discuss possible means of meeting the Diversion Requirements set forth in this chapter. A decision on the application, or a conclusion that the application is incomplete, shall be rendered within ten business days of receipt of the application.

(d) In order to grant a complete or partial exception from the requirements of this chapter, the Town Manager must make all of the following findings:

(1) There are exceptional or extraordinary circumstances applicable to the Project that do not apply generally to similar Projects, such as contamination of Construction and Demolition Materials by hazardous substances, size and location related to available staging for sorting, Projects specific to nuisance abatement, or low recyclability of specific materials to be used in or removed from the Project;

(2) Granting the application will not constitute a grant of special privilege inconsistent with limitations imposed on similar Projects; and

(3) Cost to the Applicant of strict compliance with the requirements of this chapter is not the primary reason for granting the exemption.

8.13.050. - Compliance and diversion rates.

The Applicant for a Covered Project shall divert or cause to be diverted a minimum of 65 percent of the Construction and Demolition Materials resulting from the Project. Compliance with this requirement and the other provisions of this chapter shall be listed as a condition of approval on all building or Demolition Permits issued for a Covered Project.

8.13.060. - Submission of Waste Management Plan.

The Applicant for each Covered Project shall complete and submit to the Town Manager three copies of a Waste Management Plan, as part of the application packet for a building Permit, and payment of any application fee established by resolution of the Town Council. The Town Council is authorized to establish, by resolution, an application fee in an amount sufficient to recoup the Town's costs in administering this chapter, including, but not limited to, reviewing the Waste Management Plan, processing the Applicant's deposit, and conducting the compliance review required by this chapter. The Waste Management Plan shall include the following information, calculated with the applicable Conversion Rate:

(a) The estimated volume or weight of Construction and Demolition Material, with separate listings for each type of material.

(b) The estimated volume or weight of Construction and Demolition Material that can be diverted, with separate listings for each type of material.

(c) The estimated volume or weight of Construction and Demolition Material that will be landfilled as solid waste.

(d) The vendor or facility that will collect or receive the Construction and Demolition Material or that will deconstruct the existing Structure. Applicants opting to self-haul Construction and Demolition Material shall comply fully with the terms of this chapter, shall deliver such material only to a facility licensed to provide disposal and diversion services, and shall receive and retain receipts for all such material. Applicants who do not self-haul shall use the services of the solid waste hauler holding an exclusive solid waste franchise from the Town (if an exclusive franchise has been awarded), unless the franchised hauler indicates in writing that it lacks sufficient equipment, expertise, or disposal or diversion capacity to handle Construction and Demolition Material from an Applicant's Project.

(e) The estimated commencement date for the Demolition or Construction work. Applicants are not required to make detailed measurements; a good-faith estimate of the quantity of each material will suffice.

8.13.070. - Diversion security deposit.

Each Applicant for a Permit for a Covered Project shall submit with the Waste Management Plan a diversion security deposit, in cash or by irrevocable letter of credit or performance bond. The details of the deposit requirement, including, but not limited to, the amount and timing of payment, shall be established by resolution of the Town Council.

8.13.080. - Review of Waste Management Plan.

(a) Notwithstanding any other provisions of this municipal code, no building Permit shall be issued for any Covered Project unless and until the town manager has approved the Waste Management Plan submitted for the Project. A waste management plan shall be approved or disapproved within fifteen business days of submittal of a complete plan.

(b) No Waste Management Plan shall be approved unless the town manager makes all of the following findings:

1. The Waste Management Plan provides all of the information required by Section 8.13.060;

2. The Waste Management Plan indicates that at least fifty percent of the Construction and Demolition Material produced by the Project will be diverted, or that an exception has been approved pursuant to Section 8.13.040; and

3. The Applicant has submitted the diversion security deposit required by Section 8.13.070.

(c) If the Town Manager makes the findings set forth in subsection (b) of this section, he or she shall mark the Waste Management Plan as "approved," retain one copy, and return copies to the Applicant and the community development department. If the town manager disapproves the Waste Management Plan, he or she shall state the grounds for denial in writing, retain one copy, and return copies of the waste management plan and the grounds for denial to the Applicant and the community development department. As an alternative to outright disapproval, the waste management plan may be returned to the Applicant along with a request for additional information.

(d) If, during the course of the Project, the Applicant determines that the estimated weight or volume of Construction and Demolition Material to be generated and or recovered from the Project is substantially different from the weight or volumes set forth in the Waste Management Plan, the Applicant shall submit an addendum to the original Waste Management Plan.

8.13.090. - Compliance review and refund of security deposit.

(a) Within 90 days after the Completion of any Covered Project, the Applicant shall submit to the Town Manager documentation concerning the Applicant's compliance with the Diversion Requirements for the Project. This documentation shall include:

(1) Receipts from the vendor or facility that collected or received Construction and Demolition Material from the Project, noting the actual weight or volume of material collected or received, including separate summary listings for material diverted and material landfilled; and

(2) Information concerning the weight or volume of Construction and Demolition Material recycled or reused in the Project.

(b) Applicants shall make reasonable efforts to ensure that Construction and Demolition Materials, whether diverted or landfilled, are measured and recorded. Volumetric measurements may be used, incorporating standardized Conversion Rates approved by the Town, if any.

(c) The Town Manager shall review the information submitted under Subsection (a) of this section to determine whether the Applicant has complied with the Diversion Requirement applicable to the Project.

(1) If it is determined that the Diversion Requirement has been achieved, the full amount of the diversion security deposit shall be refunded to the Applicant.

(2) If it is determined that the Diversion Requirement has not been met, a portion of the diversion security deposit shall be refunded which is equal to the portion of the Diversion Requirement that has been met. Any portion of the diversion security deposit not released to the Applicant shall be forfeited to the Town and shall be used either to offset administrative costs associated with enforcing the requirements of this chapter or for efforts to educate the community about the need for recycling and encourage recycling.

8.13.100. - Violations and enforcement.

(a) It shall be unlawful and a violation of this chapter to do any of the following:

(1) Willfully fail to comply with any provision of this chapter;

(2) Provide false or misleading information in any plan, report, or document required by this chapter; or

(3) Fail to meet the Diversion Requirement established by this chapter.

(b) An Applicant shall be guilty of a separate offense for each day during any portion of which a violation under this chapter is committed, continued, or Permitted by the Applicant. For failure to meet the Diversion Requirement, the violation shall be deemed to have commenced at the commencement of Construction or Demolition work, as shown on the Applicant's Waste Management Plan.

(c) Any person who commits a violation described in Subsection (a)(1) or (2) of this section is guilty of a misdemeanor and shall be punished by a fine of not more than $1,000.00; provided, however, that the Town prosecutor shall have the discretion to prosecute such violations as infractions.

(d) Any person who commits a violation described in Subsection (a)(3) of this section after receiving at least one written warning is guilty of an infraction and shall be punished by a fine not to exceed $100.00 for the first violation, $200.00 for the second violation within a year, and $500.00 for each additional violation within one year.

(e) A violation of any provision of this chapter is declared to be a public nuisance, which may be abated by the Town through any legal means. The penalties and remedies established by this chapter are cumulative and not exclusive, and this chapter shall not preclude any person from seeking any other remedies provided by law.

8.13.110. - Appeals.

(a) Any Applicant aggrieved by any decision or finding made by the Town Manager in the exercise of the authority granted herein, may appeal such decision or finding. An appeal must be filed within five days after receipt of notice of any protested decision or finding by filing with the Town Clerk, with a copy to the Town Manager, a letter of appeal stating therein the basis for such appeal, including all evidence and legal arguments which the Applicant wishes the Town to consider.

(b) A hearing shall be held on a date nor more than 15 days after receipt by the Town of the letter of appeal. The Applicant shall be given at least five days' notice of the time and place of the hearing. A hearing officer, appointed by the Town Manager, shall give the appellant, and any other interested party, a reasonable opportunity to be heard, in order to show cause why the decision or finding should not be upheld. In all such cases, the burden of proof shall be upon the appellant to show that there was no substantial evidence to support the decision or finding appealed.

(c) At the conclusion of the hearing, or within five days thereof, the Town shall provide the Applicant with a copy of the hearing officer's decision, which shall be in writing and shall comprise a final and conclusive determination as to the matter appealed.

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Approve the resolution extending the authority of the Eastern Sierra Council of Government (ESCOG) to continue work on economic development initiatives for the Town for Catalyst Phase of California Jobs First.

**Council Meeting Date: 3/19/2025**

**Prepared by:** Rob Patterson, Town Manager

**Recommended Motion:** Approve the resolution extending the authority of the ESCOG to continue working on regional economic development initiatives, specifically to serve as subregional convener for the Catalyst Phase of California Jobs First.

**Summary:** The attached resolution extends the term of the existing program of work known as the Community Economic Resiliency Fund Pilot through the Catalyst phase, ending in September 2026. The initial authorities of the pilot allowed ESCOG to collaborate on the regional Comprehensive Economic Development Strategy (CEDS) and receive funding to coordinate partners in Inyo, Mono and Alpine Counties under the California Jobs First Initiative. The term of the initial resolution expired with the conclusion of the planning phase of California Jobs First. The attached resolution extends the authority of the ESCOG to continue working on regional economic development initiatives, specifically to serve as a subregional convener for the Catalyst Phase of California Jobs First and administer funding if awarded to the ESCOG. This authority is central to ESCOG's funding for the next 18 months.

**RESOLUTION No. 25-**

**RESOLUTION OF THE TOWN OF MAMMOTH LAKES OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, EXTENDING THE EASTERN SIERRA COUNCIL OF GOVERNMENTS PROGRAM OF WORK TO BE KNOWN AS THE "ESCOG: COMMUNITY ECONOMIC RESILIENCY FUND PILOT PROGRAM" AND TO SEEK APPROVAL FROM MEMBER AGENCIES FOR THIS WORK**

**WHEREAS,** the Member Agencies agreed that the creation of a regional Joint Powers Authority that functions as a separate and discreet legal entity from individual Member Agencies would enable the Eastern Sierra Council of Governments to maximize and take advantage of opportunities for the region; and

**WHEREAS**, the Eastern Sierra Council of Governments Joint Powers Authority (ESCOG) was organized to (1) provide a forum for discussion and study of regional issues of interest to the Member Agencies; (2) identify and plan for the solution of identified regional issues requiring multi-governmental cooperation; (3) facilitate actions and agreements among the Member Agencies for specific project development; and (4) conduct other region wide functions as Member Agencies deem appropriate; and

**WHEREAS**, the ESCOG was further organized to identify and apply for funding resources and to apply for and receive funding for the planning and implementation of Programs of regional impact or significance, and to implement such Programs, upon approval of the governing bodies of each Member Agency; and

**WHEREAS**, the State of California Governor's Office of Business and Economic Development and the Office of Planning and Research have established an unprecedented $600 million regional economic development initiative known as the California Regional Investment Initiative (CAJF formerly CERF), which provided a $5,000,000 planning grant for regional economic development planning in the Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties, to be focused on economic resilience, equity, and transitioning to carbon neutrality; and

**WHEREAS**, the Eastern Sierra Region's CAJF planning process is complete, and the region has submitted applications for $9 million in regionally allocated funding for implementation of the Eastern Sierra Region's Regional Plan, with awards anticipated to be announced in March 2025 and an additional $273 million available in competitive implementation funding through the State Regional Investment Initiative; and,

**WHEREAS**, the Eastern Sierra Council of Governments worked with regional partners to develop and adopt a Comprehensive Economic Development Strategy, and has

served to coordinate the implementation of defined elements of the regional CEDS as a funding source for defined EDA or other related grants; and

**WHEREAS**, Member Agencies will benefit from collective and enhanced collaboration on economic development projects such as those defined in the Sierra Jobs First Strategic Plan planning effort and the regional CEDS and through a regional approach to accessing other State and Federal programs to support regional infrastructure, housing solutions, climate resiliency, sustainable recreation, and workforce development; and

**WHEREAS**, the constituents of the Member Agencies will benefit from funding opportunities to implement economic development activities of regional scope and significance through the authority of the ESCOG; and

**WHEREAS**, the ESCOG Board and its Member Agencies unanimously approved the "ESCOG: Community Economic Resiliency Fund Pilot Program," which granted authority to the ESCOG to convene community members to support the development of the Sierra Jobs First Strategic Plan; and

**WHEREAS**, the Community Economic Resiliency Fund Pilot Program expired on August 31, 2024 at the conclusion of the California Jobs First planning phase; and

**WHEREAS**, the ESCOG served to convene, inform, and advocate for Eastern Sierra communities in Alpine, Inyo and Mono Counties throughout the Sierra Jobs First planning phase to ensure regional communication and representation in the Sierra Jobs First Strategic Plan; and

**WHEREAS**, the Catalyst Phase of the California Jobs First initiative commenced on September 1, 2024 and will provide opportunities to fund economic development projects at a regional scale, requiring capacity to convene regional partners and identify and coordinate grant applications, and ESCOG has been allocated funding to continue providing the above mentioned services in the benefit of Alpine, Inyo, and Mono Counties under the California Jobs First Initiative.

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

**Section 1**. That a program to be known as the "ESCOG: Community Economic Resiliency Fund Pilot Program" be extended to include all authorities previously granted by the Community Economic Resiliency Fund Pilot Program through the completion of the Catalyst Phase of the California Jobs First Initiative, at which point the ESCOG will request additional authorities for implementation of the economic development strategies if deemed appropriate by the ESCOG Board and the member agencies.

**Section 2**. That the “ESCOG: Community Economic Resiliency Fund Pilot Program” provides for ESCOG to coordinate and engage with regional economic development opportunities in collaboration with Member Agencies through the State of California’s “Community Economic Resiliency Fund” Planning Phases ( CAJF formerly CERF) and the development of the region’s “Comprehensive Economic Development Strategy” (CEDS); receive funding to participate in regional economic development planning efforts that have already been funded by agencies outside of the region, including the state of California’s CAJF and the completion of a CEDS funded by the Federal Economic Development Administration; and support and build upon the economic development efforts of Member Agencies that promote economic development efforts to enhance the region’s economic resilience and prosperity. Member agency funding for such work is subject to approval by each agency.

**Section 3**. That, in carrying out the these activities, the ESCOG is empowered under the “ESCOG: Community Economic Resiliency Fund Pilot Program" to apply for and administer grants and other sources of revenue; to participate in regional economic development planning efforts, specifically the CAJF and the CEDS; engage in any actions already authorized by the ESCOG Joint Powers Agreement, including the securing of appropriate levels of insurance; and take any other actions reasonably related to its pursuit of the above mentioned activities; provided, however, that the “ESCOG: Community Economic Resiliency Fund Pilot Program" shall not be authorized to incur debt that is not otherwise secured by the Program’s identified revenue. Member agency funding to support such work is subject to approval by each agency and action by the ESCOG shall not obligate members financially.

APPROVED AND ADOPTED THIS 19th day of March 2025.

_____
CHRIS BUBSER, Mayor

ATTEST:

_____
JAMIE GRAY, Clerk

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Authorize the Town Manager to execute an Agreement with Zoom Recreation, Inc. for the purchase and installation of two shade structures at Mammoth Creek Park West in the amount of $93,381.22.

**Council Meeting Date: 3/19/2025**

**Prepared by:** Stuart Brown, Parks and Recreation Director
Colin Brownlee, Assistant Engineer

**Recommended Motion:** Authorize the Town Manager to execute an Agreement with Zoom Recreation, Inc. for the purchase and installation of two shade structures at Mammoth Creek Park West in the amount of $93,381.22.

**Summary:** The rehabilitation of Mammoth Creek Park West began in 2024 with significant progress being made on several scope of work items based on the available funding. The Parks and Recreation Commission have been actively engaged and informed of this project with the Public Works/Engineering and Parks and Recreation Department's providing oversight and day-to-day management of this project.

The total scope of work encompassing approximately $850,000 includes the purchase and installation of two (2) shade structures, a prefabricated climbing boulder, synthetic turf (completed), expansive grass lawn area (completed), CRC railing, park identification sign, bike racks, landscaping, hardscape, safety surfacing, and park amenities.

The custom designed Multi-Dome Hanging Cantilever Hip Shade structure ($37,863) will be installed on the south end of the Community Recreation Center (CRC) east deck. The shade covers a 40 x 40 feet area encompassing both the deck and new synthetic turf area adjacent to the playground. The 20 x 30 foot Hip Shade structure ($8,800) will be located on the south side of the new natural lawn area providing space for up to six 8 foot long picnic tables for use by the public and children enrolled in the Town's Park and Recreation Department summer camps. Funding for this agreement is derived from the previous Town Council allocation of general fund monies ($500,000) for the Mammoth Creek Park rehabilitation project.

The Zoom Recreation, Inc. Agreement is made through the California Multiple Award Schedule (CMAS) Number 4-22-10-1020, effective through 8/31/2027. This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, installation, maintenance, repair, removal, and disposal of playground and outdoor fitness equipment, site accessories, surfacing, and related products and services. The Department of General Services (DGS) Procurement Division (PD) provides innovative purchasing methods to meet the needs of any California governmental entity (state, city, county, district, or other local governmental body or corporation including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges) empowered to expend public funds to utilize designated State contracts, per Public Contract Code Section 10298, et. seq. This law allows entities described above, to leverage the State's buying power and purchase directly from suppliers through existing contracts and agreements, without further competitive bidding. The work described in the attached Agreement is planned to be completed this summer.

# TOWN COUNCIL STAFF REPORT

Title: Adopt the Resolution Initiating the Proceedings to Levy Assessment, Resolution of Intention to Levy and Collect Annual Assessments within Assessment District 93-1(Juniper Ridge) for Fiscal Year 2025/26, and Resolution Approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025.

Meeting Date: March 19, 2025

Prepared by: Pam Smitheman, Assistant Engineer

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## RECOMMENDATION:

Staff recommends that Town Council adopt the resolutions declaring the intent to levy and collect annual assessments within Assessment District 93-1 (Juniper Ridge) for the fiscal year 2025/26, approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025.

## BACKGROUND:

Each year at this time, the assessment against properties within Assessment District 93-1 (Juniper Ridge) must be reevaluated to determine whether the annual funding is sufficient for the anticipated costs of public services needed in the upcoming fiscal year. The Landscaping and Lighting Act of 1972, under which the district was formed, requires that a new Engineer's Report be prepared and a public meeting and/or public hearing be held each year to determine and levy the annual assessments.

## ANALYSIS:

For the summer of 2025, there are no large-scale projects or major maintenance planned. Funding for annual landscaping maintenance is not available this year. Staff reviewed the condition of the district and considered appropriate maintenance improvements and accruals needed for such improvements. At this time, staff recommend that the maximum levy of $48,000 ($1,200 per lot) be assessed for Fiscal Year 2025/26.

## FINANCIAL CONSIDERATIONS:

The Engineer's Report as prepared by NBS includes detail for all financial considerations. In summary, the total district assessment is $48,000 for the 2025/26 fiscal year.

# TOWN OF MAMMOTH LAKES

*Fiscal Year 2025/26 Engineer's Report For:*

## Juniper Ridge Assessment District 93-1

**February 2025**

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

**Corporate Headquarters**
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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# 1. EXECUTIVE SUMMARY

**WHEREAS**, the Town Council of the Town of Mammoth Lakes (the "Town") previously established Assessment District 93-1 (Juniper Ridge) (the "District") in 1993 pursuant to the Landscaping and Lighting Act of 1972; and

**WHEREAS**, the Town desires to provide for the levy and collection of District assessments for the Fiscal Year 2025/26; and

**WHEREAS**, the Town has directed NBS to prepare and file an annual report describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements, a diagram showing the area and properties to be assessed and an estimate of the costs of the maintenance, operations and servicing of the improvements, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the following assessment, levied in accordance with the assessment methodology adopted and approved by the Town Council at the time of District formation, is made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

**SUMMARY OF ASSESSMENT**

| Description | Amount |
|---|---|
| Total District Budget | $123,994.00 |
| Less: Town Contribution for Snow Removal | (35,000.00) |
| Add: Snow Management Reserve | 0.00 |
| Less: Surplus Funds Levy Credit | (40,994.00) |
| **Balance to Assessment** | **$48,000.00** |
| | |
| **Fiscal Year 2025/26 Maximum Assessment Rate Per Lot** | **$1,200.00** |
| | |
| **Fiscal Year 2025/26 Actual Assessment Rate Per Lot** | **$1,200.00** |

# 2. PLANS AND SPECIFICATIONS

The District provides and ensures the continued maintenance, servicing, administration, and operation of various improvements and associated appurtenances located within the public right-of-way and dedicated easements within the boundaries of the District.

## 2.1 Description of the Boundaries of the District

The District is located within the Town. The District is described generally as east of Lake Mary Road and consisting of the residential parcels on Juniper Road and Juniper Court.

## 2.2 Description of Improvements

The improvements and other items maintained under the District are depicted in the Juniper Ridge Street Improvement Plans for Tract No. 36-168 on file in the office of the Town Engineer. Generally, the improvements consist of the existing public streets accessing the subdivision (Juniper Road and Juniper Court, roadway landscaping, ornamental street lighting, street name and traffic signs, snow stakes along the streets, and the decorative walls opposite of and at the entrance to this subdivision on Lake Mary Road). The juniper trees are a natural feature of the area and for preservation purposes, would be those located within the public rights-of-way.

## 2.3 Description of Maintenance

Maintenance of the existing improvements and facilities includes normal upkeep and repair but does not include pavement, curb, crib wall, and drainage maintenance during the summer months. The Town Public Work Maintenance Division, as part of its routine summer maintenance program, presently accomplishes the latter. Snow removal and storage is included as a District function for purposes of maintaining the public streets in a safe condition for traffic during the winter season. The prescribed minimum levels of public service are the same as those provided elsewhere throughout the Town.

# 3. ESTIMATED COSTS

## 3.1 District Budget

The estimated cost of maintenance, operations, servicing the improvements, and administration as described in the Plans and Specifications are summarized below. Each year, as part of the District assessment levy calculation process, the Town reviews the previous year's costs and expenses and estimates the annual costs for the following fiscal year.

| Description | Proposed Fiscal Year 2025/26 Costs |
|---|---|
| **Annual Maintenance** | |
| Snow Management | $70,000.00 |
| Landscaping Maintenance | 0.00 |
| Lighting Maintenance | 0.00 |
| Ornamental Structures | 0.00 |
| **Subtotal Annual Maintenance Costs** | **$70,000.00** |
| | |
| **Major Maintenance Costs** | |
| Landscape Improvements | $0.00 |
| **Subtotal Major Maintenance Costs** | **$0.00** |
| | |
| **Administration Costs** | |
| Personnel/Overhead/Consultant | $6,000.00 |
| **Subtotal Administration Costs** | **$6,000.00** |
| | |
| **Total District Budget** | **$76,000.00** |
| | |
| Less: Town Contribution for Snow Removal | ($35,000.00) |
| Add: Snow Management Reserve | 47,994.00 |
| **District Property Owner Participation** | **$88,994.00** |
| | |
| Less: Surplus Funds Levy Credit | ($40,994.00) |
| | |
| **Fiscal Year 2025/26 District Assessment** | **$48,000.00** |

## 3.2 Definitions of Budget Items

The following definitions describe the services and costs included in the District budget:

### 3.2.1 MAINTENANCE COSTS

Snow Management: Includes the clearing and hauling of snow from the District improvements. The annual snow management budget is based upon a 200-inch snow year.

Landscape Maintenance: Includes the required landscaping maintenance costs necessary for a contractor or Town staff member to maintain landscaped areas and irrigation; including aesthetic treatment and replacement of landscaping, as necessary.

Lighting Maintenance: Includes the required maintenance costs necessary for a contractor or Town staff member to maintain streetlights within the District.

Ornamental Structures: Includes the required maintenance costs necessary for a contractor or Town staff member to maintain and repair ornamental structures within the District.

Landscape Improvements: A one-time expense for a large scale landscaping project within the District.

### 3.2.2 ADMINISTRATION COSTS

Personnel/Overhead/Consultant/Administration: This item includes the cost to all particular departments and staff of the Town, and consultants for providing the administration, coordination and management of District services, operations, and incidental expenses related to the District. This item also includes creation of an annual engineer's report, resolutions and placing the assessment amounts onto the County tax roll, as well as County collection fees each year, along with responding to any public inquiries.

# 4. METHOD OF ASSESSMENT

## 4.1 Method of Assessment Spread

The total assessment for Fiscal Year 2025/26 shall be levied against each assessable parcel within the District according to benefit received. Non-assessable parcels include all public streets and easements, public rights-of-ways, hills, and easements. Within the District there are a total of 39 parcels, two of which are not assessed. The remaining parcels are single-family residential lots, created by Tract Map No. 36-168. One parcel includes three lots and another parcel spans across two lots, due to County reconfiguration of the parcels. In total, there are 40 residential lots. The net total assessment is divided equally amongst the 40 residential lots on the basis that each lot benefits equally from the maintained public improvements.

The assessment for Fiscal Year 2025/26 is $1,200.00 per residential lot.

## 4.2 Time and Manner of Collecting Assessments

The Town will levy and collect the District assessments in the same manner and at the same time as ordinary ad valorem property taxes.

# 5. APPENDICES

**Assessment Diagram** **A**

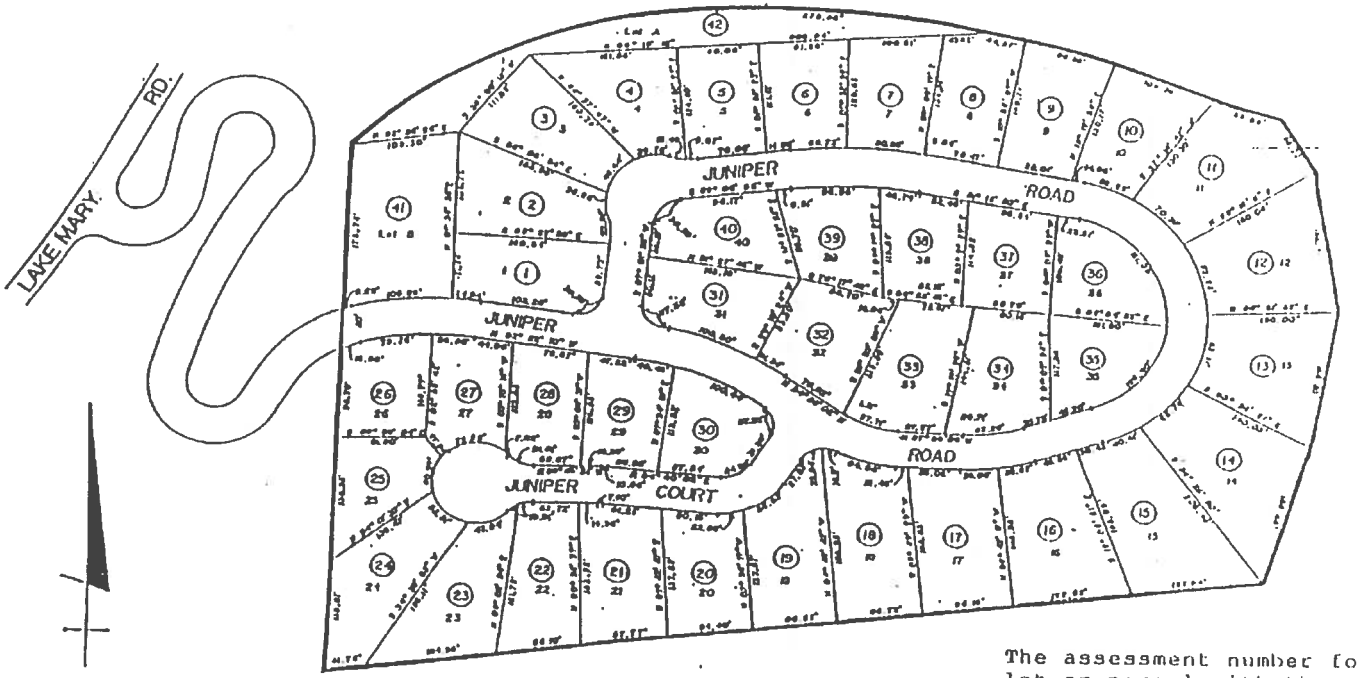
**Assessment Roll** **B**

## 5.1 Appendix A – Assessment Diagram

An Assessment Diagram for the District is shown on the following page. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor, at the time this report was prepared, and are incorporated by reference herein and made part of this report.

EXHIBIT "B"

## THE TOWN OF MAMMOTH LAKES




### ASSESSMENT DIAGRAM
### ASSESSMENT DISTRICT 93-1
### (JUNIPER RIDGE)

The assessment number for each lot or parcel with the District is as assigned by the County of Mono Assessors' Office and shown within the circle on the diagram.

The boundary of the District is as shown by the dark line on the diagram.

## 5.2 Appendix B – Assessment Roll

A listing of assessor's parcels assessed within the District for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the Town Clerk and presented on the following page. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

# Town of Mammoth Lakes
## Assessment District 93-1 (Juniper Ridge)
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Number of Lots | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 032-150-004-000 | 1 | $1,200.00 | $1,200.00 |
| 032-150-005-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-006-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-007-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-008-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-009-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-010-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-011-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-012-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-013-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-014-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-015-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-016-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-017-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-018-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-019-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-020-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-023-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-024-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-025-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-026-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-027-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-028-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-029-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-030-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-031-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-032-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-033-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-034-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-035-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-036-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-037-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-038-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-039-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-040-000 | 1 | 1,200.00 | 1,200.00 |
| 032-150-043-000 | 3 | 3,600.00 | 3,600.00 |
| 032-150-044-000 | 2 | 2,400.00 | 2,400.00 |
| **37 Accounts** | **40** | **$48,000.00** | **$48,000.00** |

Slight variances may occur due to rounding

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**RESOLUTION NO. 25-**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, APPROVING THE ANNUAL REPORT FOR ASSESSMENT DISTRICT 93-1 (JUNIPER RIDGE) FOR FISCAL YEAR 2025/26

The Town Council of the Town of Mammoth Lakes (the "Town") does resolve as follows:

**WHEREAS**, the Town Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the Town's Assessment District 93-1 (Juniper Ridge) (the "Assessment District"); and

**WHEREAS**, the Town has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of the Fiscal Year 2025/26 Annual Report (the "Report"); and

**WHEREAS**, the Town Council has, by previous resolution, ordered NBS to prepare and file such Report; and

**WHEREAS**, NBS has prepared and filed such Report with the Town Clerk.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. Approval of Report**:** The Town Council hereby approves the Report concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

**PASSED, APPROVED, AND ADOPTED this 19th day of March, 2025.**

_____
CHRIS BUBSER, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

**RESOLUTION NO. 25-**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR ASSESSMENT DISTRICT 93-1 (JUNIPER RIDGE) FOR FISCAL YEAR 2025/26

The Town Council of the Town of Mammoth Lakes (the "Town") does resolve as follows:

**WHEREAS**, the Town Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the Town's Assessment District 93-1 (Juniper Ridge) (the "Assessment District"); and

**WHEREAS**, the Town has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an annual report.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. Annual Report: The Town Council hereby orders NBS to prepare and file with the Town Clerk the annual report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements, nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

**PASSED, APPROVED, AND ADOPTED this 19th day of March, 2025.**

_____
CHRIS BUBSER, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

**RESOLUTION NO. 25-**

A RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR
ASSESSMENT DISTRICT 93-1 (JUNIPER RIDGE)
FOR FISCAL YEAR 2025/26

The Town Council (the "Council") of the Town of Mammoth Lakes (the "Town") does resolve as follows:

**WHEREAS**, the Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the Town's Assessment District 93-1 (Juniper Ridge) (the "Assessment District"); and

**WHEREAS**, the Town has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Report.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. **Intention:** The Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the improvements for the fiscal year commencing July 1, 2025 and ending June 30, 2026. The Council finds that the public's best interest requires such action.

2. **Improvements:** The improvements include, but are not limited to turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary services, operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.

3. **Assessment District Boundaries:** The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the Town Clerk, which map is made a part hereof by reference.

4. **Annual Report:** Reference is made to the Annual Report prepared by NBS, on file with the Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

5. **Notice of Public Hearing:** The Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the Council. The Public Hearing will be held on **Wednesday April 16, 2025 at 4:00 pm** or as soon thereafter as is

feasible in the Council Chambers, Suite Z located at 437 Old Mammoth Road, Mammoth Lakes, CA 93546. The Council further orders the Clerk to publish notice of this resolution in accordance with Section 22626 of the Act.

6. **Increase of Assessment:** The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in Section 54954.6 of the Government Code).

**PASSED, APPROVED, AND ADOPTED this 19th day of March, 2025.**

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

# TOWN COUNCIL STAFF REPORT

Title: Adopt the Resolution of Intention to Levy and Collect Annual Assessments within Assessment District 93-4 (The Bluffs) Maintenance District No.1 for the Fiscal Year 2025/26, approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025.

Meeting Date: March 19, 2025

Prepared by: Pam Smitheman, Assistant Engineer

---

## RECOMMENDATION:

Staff recommends that Town Council adopt the Resolution of Intention to levy and collect annual assessments within Assessment District 93-4 Zone 1 (The Bluffs) Maintenance District No. 1 for the Fiscal Year 2025/26, approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025.

## BACKGROUND:

Each year at this time, the assessments against properties within Assessment District 93-4, Zone 1 (The Bluffs) Maintenance District No. 1 must be reevaluated to determine whether the annual funding is sufficient for the anticipated costs of public services needed in the coming fiscal year. The Improvement Act of 1911, under which the District was formed, requires a Resolution determining the assessment amount to be levied. This agenda item recommends adoption of a resolution approving the annual report in accordance with the Benefit Assessment Act of 1982 and the Improvement Act of 1911.

## ANALYSIS:

In Fiscal Year 2024/25, staff reviewed the conditions of district improvements and considered appropriate major maintenance improvements and necessary accruals. There is no large-scale project planned for summer of 2025. The Town has determined that due to current fund balances and long-term needs, it is recommended that a levy of $165,900.00 be assessed in Fiscal Year 2025/26. The maximum assessment rate per lot is $2,100.00 and the assessment being recommended is $2,100.00 per lot, in order to reach an adequate fund balance for annual maintenance and long-term reserve requirements. A public hearing will be held to ensure the public has the opportunity to comment.

## FINANCIAL CONSIDERATIONS:

The Engineer's Report as prepared by NBS includes details for all Financial Considerations. In summary, the total district assessment is $165,900 for the 2025/26 fiscal year.

# TOWN OF MAMMOTH LAKES

*Fiscal Year 2025/26 Engineer's Report For:*

## Assessment District 93-4, Zone 1 (The Bluffs) Maintenance District No. 1

**February 2025**

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

**Corporate Headquarters**
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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# 1. EXECUTIVE SUMMARY

**WHEREAS**, the Town Council of the Town of Mammoth Lakes (the "Town") previously established Assessment District 93-4, Zone 1 (The Bluffs) – Maintenance District No. 1 (the "District") in 1993 pursuant to the Improvement Act of 1911; and

**WHEREAS**, the Town desires to provide for the levy and collection of District assessments for the Fiscal Year 2025/26; and

**WHEREAS**, the Town has directed NBS to prepare and file an annual report describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements, a diagram showing the area and properties to be assessed and an estimate of the costs of the maintenance, operations and servicing of the improvements, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the following assessment, levied in accordance with the assessment methodology adopted and approved by the Town Council at the time of District formation, is made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

**SUMMARY OF ASSESSMENT**

| Description | Amount |
|---|---|
| Total District Budget | $79,000.00 |
| Add: CIP Accumulation | 218,366.00 |
| Less: Town Contribution for Snow Removal | (25,000.00) |
| Less: Surplus Funds Levy Credit | (106,466.00) |
| **Balance to Assessment** | **$165,900.00** |
| | |
| **Fiscal Year 2025/26 Maximum Assessment Rate Per Lot** | **$2,100.00** |
| | |
| **Fiscal Year 2025/26 Actual Assessment Rate Per Lot** | **$2,100.00** |

# 2. PLANS AND SPECIFICATIONS

## 2.1 Description of the Boundaries of the District

The District is located within the Town's boundaries. The District is described generally as east of Old Mammoth Road and consisting of the residential parcels on Pine Street, Fir Street, and LeVerne Street.

## 2.2 Description of Improvements and Services

The following are the improvements authorized for construction within Zone 1 of the District, but not necessarily maintained by the District:

- Roadway, drainage, sewer, power, streetlight, telephone, television cable, and gas line improvements on Benz Way, Fir Street, LeVerne Street, and Pine Street. Offsite road rehabilitation work is also included on Old Mammoth Road from Engineer's Station 12+00 to LeVerne Street, as well as offsite construction on Fir Street and LeVerne Street from Old Mammoth Road to the project.

## 2.3 Description of Maintenance

The following improvements are to be maintained entirely by the District.

Within the boundaries of the District, and on LeVerne Street from Old Mammoth Road to the west boundary of the District, and on Fir Street from Old Mammoth Road to the west boundary of the District:

- Roadways and roadway related improvements included but not limited to paving, road shoulders, snow stakes, traffic and street signs, and earth fills appurtenant to the roadway construction and erosion protection.
- Power and maintenance costs for the streetlights at the intersection of Old Mammoth Road and LeVerne Street and Old Mammoth Road and Fir Street (streetlight at Old Mammoth Road and Red Fir to be maintained by the Town.
- Drainage improvements including swales, drywells, culverts, and inlet structures.
- The responsibility for raising to new grade, utility, manhole, and monument covers within the roadway at such time as the roadway grade changes. With the exception of the monument well covers, such utility and manhole covers remain the property of the utility company for which they were constructed.
- Snow removal and storage at the level prescribed by and to the specifications of the Town's Public Works Department.

Old Mammoth Road, from the westerly intersection with Red Fir to LeVerne Street.

- Snow removal and storage at the level prescribed by and to the specifications of the Town's Public Works Department.

The following improvements are to have maintenance shared by the District and the Town:

- Old Mammoth Road, from the westerly intersection with Red Fir to the southerly end of pavement (snow closure gate).
- Roadways and roadway related improvements included but not limited to paving, road shoulders, snow stakes, traffic and street signs, earth fills appurtenant to the roadway construction and erosion protection.
- Drainage improvements including swales, drywells, culverts, and inlet structures.
- The responsibility for raising to new grade, utility, manhole, and monument covers within the roadway at such time as the roadway grade changes. With the exception of the monument well covers, such utility and manhole covers remain the property of the utility company for which they were constructed.

# 3. ESTIMATED COSTS

## 3.1 District Budget

The estimated cost of maintenance, operations, servicing the improvements, and administration as described in the Plans and Specifications are summarized below. Each year, as part of the District assessment levy calculation process, the Town reviews the previous year's costs and expenses and estimates the annual costs for the following fiscal year.

| Description | Proposed Fiscal Year 2025/26 Costs |
|---|---|
| **Annual Maintenance** | |
| Snow Management | $70,000.00 |
| Striping | 0.00 |
| Incidentals | 0.00 |
| Street Maintenance | 0.00 |
| **Subtotal Annual Maintenance Costs** | **$70,000.00** |
| | |
| **CIP Accumulation** | **$218,366.00** |
| | |
| **Administration Costs:** | |
| Personnel/Overhead/Consultant | $9,000.00 |
| **Subtotal Administration Costs** | **$9,000.00** |
| | |
| **Total District Budget** | **$297,366.00** |
| | |
| Add: Snow Management Reserve | $0.00 |
| Less: Town Contribution for Snow Removal | (25,000.00) |
| **District Property Owner Participation and Reserves** | **($25,000.00)** |
| | |
| Less: Surplus Funds Levy Credit | ($106,466.00) |
| | |
| **Fiscal Year 2025/26 District Assessment** | **$165,900.00** |

## 3.2 Definitions of Budget Items

The following definitions describe the services and costs included in the District budget:

### 3.2.1 MAINTENANCE COSTS

Snow Management: Includes the clearing and hauling of snow from the District improvements. The annual snow management budget is based upon a 200-inch snow year.

Striping: Includes expenses of any kind of device or material that is used on a road surface in order to convey official information.

Incidentals: Includes expenses such as engineering and attorney fees, printing, advertising, superintendent fees, investigation and report fees, and other associated fees defined in Section 5024 of the Improvement Act of 1911.

Street Maintenance: Includes the required maintenance costs necessary for a contractor or Town staff member to maintain the street improvements, including the power of streetlights, annual asphalt repair, striping of the road, maintenance of road signs, maintenance of retaining walls, maintenance of guard rails, and sweeping, as necessary.

CIP Accumulation: Capital Improvement Program Accumulation includes the cost to provide periodic asphalt fog seal, slurry seal, and replacement. Fog seals and slurry seals typically alternate and occur every three years. Asphalt replacement typically occurs every 20 years or so.

### 3.2.2 ADMINISTRATION COSTS

Personnel/Overhead/Consultant/Administration: This item includes the cost to all particular departments and staff of the Town, and consultants for providing the administration, coordination and management of District services, operations, and incidental expenses related to the District. This item also includes creation of an annual report, resolutions and placing the assessment amounts onto the County tax roll each year, County collection fees, along with responding to any public inquiries.

# 4. METHOD OF ASSESSMENT

## 4.1 Method of Assessment Spread

The total assessment for Fiscal Year 2025/26 shall be levied against each assessable parcel within the District according to the special benefit received. Exempt, or non-assessable parcels, include all public streets and easements, public rights-of-ways, public agency-owned properties and easements, and all federally owned properties. Within the District, there are a total of 79 parcels, two of which are exempt from assessments, as specified in the Final Engineer's Report dated July 2, 2014. The remaining parcels are single-family residential lots that benefit from the improvements. Some parcels span across multiple lots. On the basis that each lot benefits equally from the maintained public improvements, the net total assessment is divided equally amount the 79 residential lots.

The assessment for Fiscal Year 2025/26 is $2,100.00 per residential lot.

## 4.2 Time and Manner of Collecting Assessments

The Town will levy and collect the District assessments in the same manner and at the same time as ordinary ad valorem property taxes.

# 5. APPENDICES

**Assessment Diagram** **A**

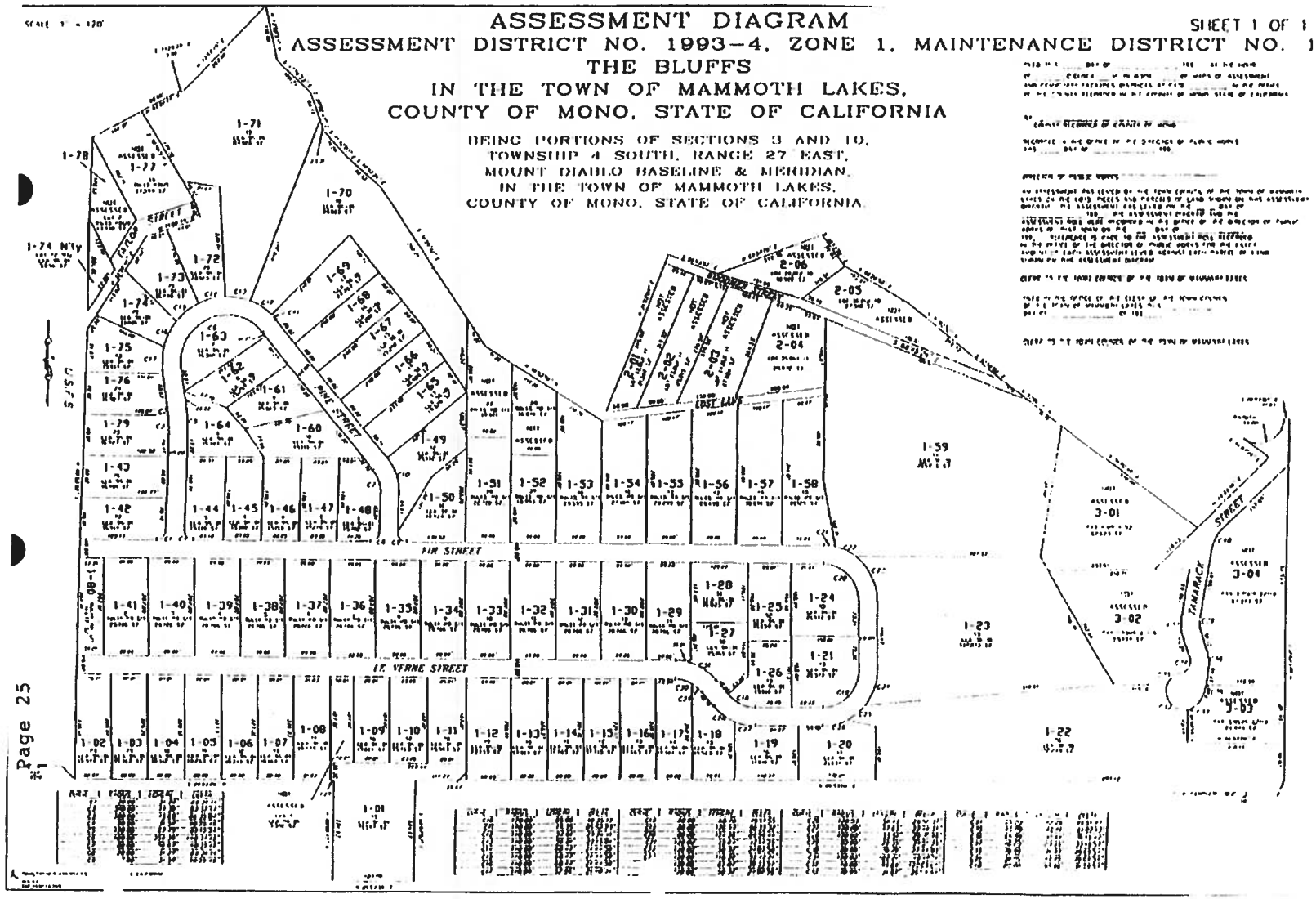
**Assessment Roll** **B**

## 5.1 Appendix A – Assessment Diagram

An Assessment Diagram for the District is shown on the following page. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor, at the time this report was prepared, and are incorporated by reference herein and made part of this report.

**EXHIBIT "B"**

**ASSESSMENT DISTRICT 93-4, ZONE 1, MAINTENANCE DISTRICT NO 1**



## 5.2 Appendix B – Assessment Roll

A listing of assessor's parcels assessed within the District for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the Town Clerk and presented on the following pages. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

# Town of Mammoth Lakes
## Assessment District 93-4, Zone 1 (The Bluffs)
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Number of Lots | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 022-300-049-000 | 1.0 | $2,100.00 | $2,100.00 |
| 022-300-050-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-051-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-052-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-053-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-054-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-057-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-058-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-059-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-060-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-061-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-062-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-063-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-064-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-065-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-066-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-067-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-300-069-000 | 2.0 | 4,200.00 | 4,200.00 |
| 022-381-021-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-381-022-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-381-023-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-381-024-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-381-025-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-381-026-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-381-027-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-381-030-000 | 1.5 | 3,150.00 | 3,150.00 |
| 022-381-031-000 | 1.5 | 3,150.00 | 3,150.00 |
| 022-382-004-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-030-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-031-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-032-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-033-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-034-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-035-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-036-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-037-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-039-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-040-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-041-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-042-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-043-000 | 1.0 | 2,100.00 | 2,100.00 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## Assessment District 93-4, Zone 1 (The Bluffs)
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Number of Lots | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 022-382-044-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-045-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-046-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-047-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-048-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-049-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-050-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-051-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-053-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-382-054-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-392-010-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-392-011-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-392-013-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-392-014-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-392-015-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-392-016-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-012-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-013-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-014-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-041-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-042-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-043-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-044-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-045-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-046-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-047-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-048-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-049-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-050-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-051-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-052-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-393-053-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-400-016-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-400-021-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-400-022-000 | 1.0 | 2,100.00 | 2,100.00 |
| 022-400-025-000 | 1.0 | 2,100.00 | 2,100.00 |
| **77 Accounts** | **79.0** | **$165,900.00** | **$165,900.00** |

Slight variances may occur due to rounding

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**RESOLUTION NO. 25-**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, APPROVING THE ANNUAL REPORT FOR PROCEEDINGS FOR THE LEVY OF ASSESSMENTS WITHIN THE SPECIAL MAINTENANCE DISTRICT ASSESSMENT DISTRICT 93-4, ZONE 1(THE BLUFFS)-MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2025/26

The Town Council of the Town of Mammoth Lakes (the "Town") does resolve as follows:

**WHEREAS,** the Town Council of the Town of Mammoth Lakes (the "Town Council"), California, pursuant to the terms of the Improvement Act of 1911, Division 7 of the California Streets and Highways Code, (commencing with Section 5000) (the "Assessment Law") did, by previous resolution, establish the Assessment District designated as: Assessment District 93-4, Zone 1 (The Bluffs) – Maintenance District No. 1 (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, the Town has retained NBS for the purpose of assisting with the annual levy of the Maintenance District, and the preparation and filing of an annual report for the levy of assessments for the fiscal year commencing July 1, 2025 and ending June 30, 2026 within such Maintenance District; and

**WHEREAS**, there has now been presented to this Town Council the Fiscal Year 2025/26 Annual Report (the "Report") as required by the Assessment Law; and

**WHEREAS**, this Town Council has now carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in the Report; and

**WHEREAS**, the Town Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with the Assessment Law. All objections to the assessment, if any, will be considered by the Town Council. The Public Hearing will be held on **Wednesday April 16, 2025 at 4:00 pm** or as soon thereafter as is feasible in the Town Council Chambers, Suite Z located at 437 Old Mammoth Road, Mammoth Lakes, CA 93546. The Town Council further orders the Town Clerk to publish notice of this resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The above recitals are all true and correct.

2. The Report as presented consists of the following:

   (a) Plans and specifications describing the general nature, location and extent of the improvements to be maintained and of the maintenance work.

(b) An estimate of the cost of maintenance of the improvements for the Maintenance District for Fiscal Year 2025/26.

(c) A diagram of the Maintenance District, showing the area and properties proposed to be assessed.

(d) An annual assessment for Fiscal Year 2025/26 of the estimated costs of the maintenance of those improvements to be maintained during such fiscal year, assessing the net amount upon all assessable lots and/or parcels within the Maintenance District.

(e) The Town's Contribution will be applied to offset the cost of improvements for Fiscal Year 2025/26, resulting in $165,900 levy to the parcels in the Maintenance District.

3. The Report, as presented, is hereby approved, and is ordered to be filed in the Office of the Town Clerk of the Town Council as a permanent record and to remain open to public inspection.

4. The Clerk of the Town Council shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

**PASSED, APPROVED, AND ADOPTED this 19th day of March, 2025.**

_____
CHRIS BUBSER, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

# TOWN COUNCIL STAFF REPORT

Title: Adopt the Resolution of Intention to Levy and Collect Annual Assessments within the Benefit Assessment District 2002-01 (Old Mammoth Road) for the Fiscal Year 2024/25, approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025.

Meeting Date: March 19, 2025

Prepared by: Pam Smitheman, Assistant Engineer

---

## RECOMMENDATION:

Staff recommend that Town Council adopt the Resolution of Intention to levy and collect annual assessments within Benefit Assessment District 2002-01 (Old Mammoth Road) for the Fiscal Year 2025/26, approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025.

## BACKGROUND:

Each year, the assessment against properties within Benefit Assessment District 2002-01 (Old Mammoth Road) must be reevaluated to determine whether the annual funding is sufficient for the anticipated costs of public services needed in the coming fiscal year. The Benefit Assessment Act of 1982, under which the district was formed, requires that a new Engineer's Report be prepared each year to determine and levy the annual assessments.

## ANALYSIS:

In past years the Town, on behalf of the district, made minor landscaping improvements. Staff plan to address landscaping and beautification of a portion of the district this summer. This landscaping will be similar to portions of Main Street, with staff monitoring how landscaping fares. Staff are still considering alternatives that would be more extensive and therefore, the budget has been programmed accordingly. Throughout Fiscal Year 2024/25 staff reviewed the conditions of district facilities and considered appropriate maintenance improvements and necessary accruals. Staff recommend that the Town levy an assessment amount of $211,100 for Fiscal Year 2025/26 to preserve necessary funds for future projects and maintenance including snow removal expenses. The maximum allowed for the district assessment is $251,414.94. A public hearing is required under the code sections for which the assessment is governed.

## FINANCIAL CONSIDERATIONS:

The Engineer's Report as prepared by NBS includes details for all Financial Considerations. In summary, the total district assessment is $211,100 for the 2025/26 fiscal year.

# TOWN OF MAMMOTH LAKES

*Fiscal Year 2025/26 Engineer's Report For:*

## Old Mammoth Road
## Benefit Assessment District No. 2002- 1

**February 2025**

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

**Corporate Headquarters**
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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# 1. EXECUTIVE SUMMARY

**WHEREAS**, the Town Council of the Town of Mammoth Lakes (the "Town") previously established the Old Mammoth Road Benefit Assessment District No. 2002-1 (the "District") in 2002 pursuant to the Benefit Assessment Act of 1982; and

**WHEREAS**, the Town desires to provide for the levy and collection of District assessments for the Fiscal Year 2025/26; and

**WHEREAS**, the Town has directed NBS to prepare and file an annual report describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements, a diagram showing the area and properties to be assessed, and an estimate of the costs of the maintenance, operations and servicing the improvements, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the following assessment, levied in accordance with the assessment methodology adopted and approved by the Town Council at the time of District formation, is made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

**SUMMARY OF ASSESSMENT**

| Description | Amount |
|---|---|
| Total District Budget | $241,100.00 |
| Less: Town Contribution for Snow Removal | (30,000.00) |
| Less: Surplus Funds Levy Credit | 0.00 |
| Add: Snow Management Reserve | 0.00 |
| Add: Contingencies and Replacement Accruals | 0.00 |
| Less: Contribution from District Funds | 0.00 |
| **Balance to Assessment** | **$211,100.00** |
| | |
| Total District Linear Front Footage | 7,390.210 |
| | |
| **Fiscal Year 2025/26 Maximum Assessment per Linear Foot** | **$34.02** |
| | |
| **Fiscal Year 2025/26 Assessment per Linear Foot** | **$28.56** |

# 2. PLANS AND SPECIFICATIONS

The District provides and ensures the continued maintenance, servicing, administration, and operation of various improvements and associated appurtenances located within the public right-of-way and dedicated easements within the boundaries of the District.

## 2.1 Description of the Boundaries of the District

The District is located within the Town. The District boundaries are described as generally west of Sierra Park Road, south of Main Street (Highway 203), and along Old Mammoth Road to Mammoth Creek Park. The District consists of 410 assessable parcels including a combination of residential (condominium units) and commercial properties located along Old Mammoth Road.

## 2.2 Description of Improvements and Services

The improvements include the installation, upgrade, construction, or reconstruction of irrigation and landscaping, street lighting, streets, sidewalks and driveways, curb and gutter, drainage facilities, and snowmelt tubing systems. The maintenance services include the operation, maintenance, and servicing of the improvements and appurtenant services including, but not limited to, personnel, electrical energy, materials, contracting services, and other items necessary for the satisfactory operation of the improvements and services.

This annual report makes reference to the plans and specifications for the improvements, which are on file with the Town. The improvements within the District may include, but are not limited to: snow management, drainage, landscaping, curb, gutter and sidewalk repairs and maintenance. Services provided include all necessary services, operations, administration, and maintenance required to keep the improvements in an operational and satisfactory condition.

# 3. ESTIMATED COSTS

## 3.1 District Budget

The estimated cost of maintenance, operations, servicing the improvements, and administration as described in the Plans and Specifications section of this report are summarized below. Each year, as part of the District assessment levy calculation process, the Town reviews the previous year's costs and expenses and projects the annual costs for the following fiscal year.

| Description | Proposed Fiscal Year 2025/26 Costs |
|---|---|
| **Annual Maintenance Costs:** | |
| Snow Management | $70,000.00 |
| Summer Sidewalk Sweeping | 400.00 |
| Incidentals | 0.00 |
| Landscaping Maintenance | 25,000.00 |
| Public Utility Maintenance | 1,000.00 |
| Banners | 0.00 |
| Curb, Gutter, Maintenance Repairs & Contingency | 5,000.00 |
| **Subtotal Annual Maintenance Costs** | **$101,400.00** |
| | |
| **Major Maintenance Costs:** | |
| Landscape Improvements | $0.00 |
| Sidewalk Improvements | 0.00 |
| CIP Accumulation | 128,700.00 |
| **Subtotal Major Maintenance Costs** | **$128,700.00** |
| | |
| **Administration Costs:** | |
| Personnel/Overhead/Consultant | $11,000.00 |
| County Collection Fees | 0.00 |
| **Subtotal Administration Costs** | **$11,000.00** |
| | |
| **Total District Budget** | **$241,100.00** |
| | |
| Less: CIP Contribution | $0.00 |
| Less: Town Contribution for Snow Removal | (30,000.00) |
| Add: Curb/Gutter/Sidewalk Reserve | 0.00 |
| Add: Snow Management Reserve | 0.00 |
| **District Property Owner Participation and Reserves** | **($30,000.00)** |
| | |
| **Less: Surplus Funds Levy Credit** | **($0.00)** |
| | |
| **Fiscal Year 2025/26 District Assessment** | **$211,100.00** |

## 3.2 Definitions of Budget Items

The following definitions describe the services and costs included in the District budget:

### 3.2.1 MAINTENANCE COSTS

Snow Management: Includes the clearing and hauling of snow from the District improvements and sidewalk snowmelt expenses. The annual snow management budget is based upon a 200-inch snow year.

Summer Sidewalk Sweeping: Includes sweeping of the sidewalk improvements during the summer months.

Landscape Maintenance: Includes the required landscaping maintenance costs necessary for a contractor or Town staff member to maintain landscaped areas and irrigation; including aesthetic treatment and replacement of landscaping, as necessary.

Curb, Gutter, Sidewalk Repairs & Contingency: Includes the scheduled repair and rebuilding of pumps and motors in addition to items that are generally unforeseen and not normally included in the yearly maintenance contract costs. This may include repair of damaged equipment due to vandalism, storms, etc. Also included may be planned upgrades that provide a direct benefit to the District.

Light Maintenance: Includes the required maintenance costs necessary for a contractor or Town staff member to maintain streetlights within the District.

Banners: Includes the installation and maintenance of banners on streetlights within the District.

Landscape Improvements: A one-time expense for a project that includes the installation of pavers, planter boxes, and plants. Project also includes improvements to the entire irrigation system to meet current water usage allowances.

Sidewalk Improvements: A one-time expense project however, there are no large-scale sidewalk projects planned for Fiscal Year 2025/26.

### 3.2.2 ADMINISTRATION COSTS

Personnel/Overhead/Consultant: This item includes the cost to all particular departments and staff of the Town, and consultants for providing the administration, coordination and management of District services, operations, and incidental expenses related to the District. This item also includes creation of an annual engineer's report, resolutions and placing the assessment amounts onto the County tax roll each year, along with responding to any public inquiries. This item also includes County collection fees.

### 3.2.3 CURB/GUTTER/SIDEWALK AND SNOW MANAGEMENT AND RESERVES

Includes the amount necessary to provide the revenue needed to provide for a full year of District snow removal costs. The operating reserve will also include amounts needed to provide for District repairs that are generally unforeseen and not normally included in the yearly maintenance costs. This may include the repair, replacement, or renovation of District improvements due to snow management activities, weather, vandalism, etc.

# 4. METHOD OF ASSESSMENT

## 4.1 Statutory Considerations

Proposition 218, the "Right to Vote on Taxes Act" was approved by California voters in 1996, which added Articles XIIIC and XIIID to the California State Constitution. The primary results of Proposition 218 were stricter definitions of assessments, special taxes, fees, and charges, and a general mandate for some type of voter approval for any new or increased tax, assessment, or property-related fee. The Proposition 218 Omnibus Implementation Act (the "Implementation Act") was approved July 1, 1997. The Implementation Act provided for procedures throughout the notice, protest and hearing process.

### 4.1.1 GENERAL BENEFIT

Proposition 218 requires that any local agency proposing to increase or impose a special assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that the property owners are not charged with an assessment that pays for general benefits. Thus, a local agency carrying out projects or services that provide both special and general benefits may levy an assessment to pay for the special benefits but must acquire separate funding to pay for those general benefits.

The District provides snow management services along Old Mammoth Road, which is an arterial/collector street. The snow management services provide a portion of general benefit to both properties and the public at large. So that properties within the District boundaries do not pay for the general benefit of the snow management services, the Town contributes approximately one-half of the annual snow management budget to the total annual District budget.

### 4.1.2 SPECIAL BENEFIT

Pursuant to Proposition 218, or more specifically Article XIIID, Section 2(i) "Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute special benefit."

All parcels that have special benefit conferred upon them as a result of the improvements, services and activities provided shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the improvements, services and activities.

In accordance with Article XIIID Section 4(a) "No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel." Article XIIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public easements, and rights-of-ways.

The maintenance and operation of improvements and services, more fully described in the Plans and Specifications section of this report, are for the benefit of the properties within the District, and as such confer a special and direct benefit to parcels within the District by:

- allowing individual parcels to be developed and used to their fullest extent by ensuring adequate snow management, drainage, and sidewalk sweeping which is essential to the use, preservation, and protection of those properties, and
- improving the livability, appearance, and desirability for properties within the boundaries, through landscaping of the District, and
- providing for safe vehicular and pedestrian access through proper snow management, drainage, streetlighting, and sidewalk maintenance for properties within the District, and
- ensuring that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties within the District.

The above-mentioned items contribute to a specific enhancement of the properties within the District. Since these improvements were installed and are maintained specifically for the properties within the District; only properties within the District receive a special benefit and are assessed for said maintenance.

## 4.2 Method of Assessment Spread

There are 410 assessed parcels within the District. Due to the linear nature of the maintenance and operation of the improvements, parcels within the District are deemed to receive proportional special benefit from the maintenance and operation of the improvements, based on their assigned linear frontage to Old Mammoth Road. The assessment is spread to each parcel within the District as follows for Fiscal Year 2025/26:

| Description | Amount/Rate |
|---|---|
| Total District Linear Feet | 7,390.21 |
| | |
| Maximum Maintenance Assessment Per Linear Foot (1) | $34.02 |
| Total Maximum District Assessment (2) | $251,414.94 |
| | |
| Estimated Maintenance Assessment Per Linear Foot (3) | $28.56 |
| Total Estimated District Assessment (2) | $211,100.00 |

(1) The maximum maintenance assessment per linear foot is subject to a 2% increase per year.
(2) Does not include rounding adjustments for tax roll purposes.
(3) Amount truncated for the purposes of this report.

The following table provides the maximum assessment per linear foot for the District for the past five fiscal years:

| Fiscal Year | Total Maximum Assessment [1] | Total Linear Feet | Maximum Assessment Per Linear Foot [1] |
|---|---|---|---|
| 2021/22 | $232,274.30 | 7,390.210 | $31.43 |
| 2022/23 | 239,960.65 | 7,390.210 | 32.06 |
| 2023/24 | 241,659.87 | 7,390.210 | 32.70 |
| 2024/25 | 246,463.50 | 7,390.210 | 33.35 |
| 2025/26 | 251,414.94 | 7,390.210 | 34.02 |

(1) Differences due to rounding adjustments for purposes of this report.

### 4.2.1 CONDOMINIUM ASSESSMENT:

Condominiums receive an equal share of the linear footage assigned to the building and thus receive a per unit assessment. The following table provides the Fiscal Year 2025/26 maximum annual assessment per unit for the condominiums within the District:

| Name of Condominium | Units | Linear Front Footage | FY 2025/26 Maximum Assessment Per Linear Foot | FY 2025/26 Total Maximum Assessment [1] | FY 2025/26 Maximum Assessment Per Unit [1] |
|---|---|---|---|---|---|
| Sierra Manor | 148 | 713.922 | $34.02 | $24,287.63 | $164.11 |
| Sierra Park Villas | 100 | 448.770 | 34.02 | 15,267.16 | 152.67 |
| Sherwin Villas | 70 | 304.598 | 34.02 | 10,362.42 | 148.03 |
| Meridian Commons | 10 | 97.400 | 34.02 | 3,313.55 | 331.35 |
| Sherwin Plaza III | 10 | 117.900 | 34.02 | 4,010.96 | 401.10 |
| Plaza at Mammoth Lakes | 11 | 262.020 | 34.02 | 8,913.92 | 810.36 |
| Sherwin Professional Plaza | 12 | 199.920 | 34.02 | 6,801.28 | 566.77 |
| Five-Forty | 15 | 90.120 | 34.02 | 3,065.88 | 204.39 |
| **Totals:** | **376** | **2,234.650** | | **$76,022.80** | |

(1) Differences due to rounding adjustments for purposes of this report.

The following table provides the Fiscal Year 2025/26 proposed annual assessment per unit for the condominiums within the District:

| Name of Condominium | Units | Linear Front Footage | FY 2025/26 Assessment Per Linear Foot [1] | FY 2025/26 Total Assessment [2] | FY 2025/26 Assessment Per Unit [2] |
|---|---|---|---|---|---|
| Sierra Manor | 148 | 713.922 | $28.56 | $20,389.61 | $137.78 |
| Sierra Park Villas | 100 | 448.770 | 28.56 | 12,816.87 | 128.18 |
| Sherwin Villas | 70 | 304.598 | 28.56 | 8,699.32 | 124.28 |
| Meridian Commons | 10 | 97.400 | 28.56 | 2,781.74 | 278.22 |
| Sherwin Plaza III | 10 | 117.900 | 28.56 | 3,367.22 | 336.76 |
| Plaza at Mammoth Lakes | 11 | 262.020 | 28.56 | 7,483.29 | 680.40 |
| Sherwin Professional Plaza | 12 | 199.920 | 28.56 | 5,709.72 | 475.88 |
| Five-Forty | 15 | 90.120 | 28.56 | 2,573.83 | 171.60 |
| **Total:** | **376** | **2,234.650** | | **$63,821.60** | |

(1) Amount truncated for the purposes of this report.
(2) Differences due to the use of truncated rates as well as rounding adjustments for purposes of this report.

### 4.2.2 NON-CONDOMINIUM PARCEL ASSESSMENTS:

Non-condominium properties have the following Fiscal Year 2025/26 maximum annual assessment rates within the District:

| Parcels | Linear Front Footage | FY 2025/26 Maximum Assessment Per Linear Foot | FY 2025/26 Maximum Total Assessment [1] |
|---|---|---|---|
| 34 | 5,155.560 | $34.02 | $175,392.15 |

(1) Differences due to rounding adjustments for purposes of this report.

Non-condominium properties have the following Fiscal Year 2025/26 proposed annual assessment rates within the District:

| Parcels | Linear Front Footage | FY 2025/26 Assessment Per Linear Foot [1] | FY 2025/26 Total Assessment [2] |
|---|---|---|---|
| 34 | 5,155.560 | $28.56 | $147,242.79 |

(1) Amount truncated for the purposes of this report.
(2) Differences due to the use of truncated rates as well as rounding adjustments for purposes of this report.

## 4.3 Maximum Annual Assessment Increase

The Fiscal Year 2002/03 maintenance assessment rate set the initial maximum assessment rate for the first three fiscal years of the District. Beginning Fiscal Year 2005/06, the maximum annual assessment rate shall increase 2% over the previous year's maximum annual assessment rate. Regardless of the assessment amount actually levied each year (assessments may be levied at less than the maximum assessment rate), the maximum allowable assessment rate will increase. Any increase in the actual amount of the assessment levied, as long as it does not exceed the maximum allowable assessment for that fiscal year, will not be considered an increase of the assessment as defined by Proposition 218.

## 4.4 Time and Manner of Collecting Assessments

The Town will levy and collect the District assessments in the same manner and at the same time as ordinary ad valorem property taxes.

# 5. APPENDICES

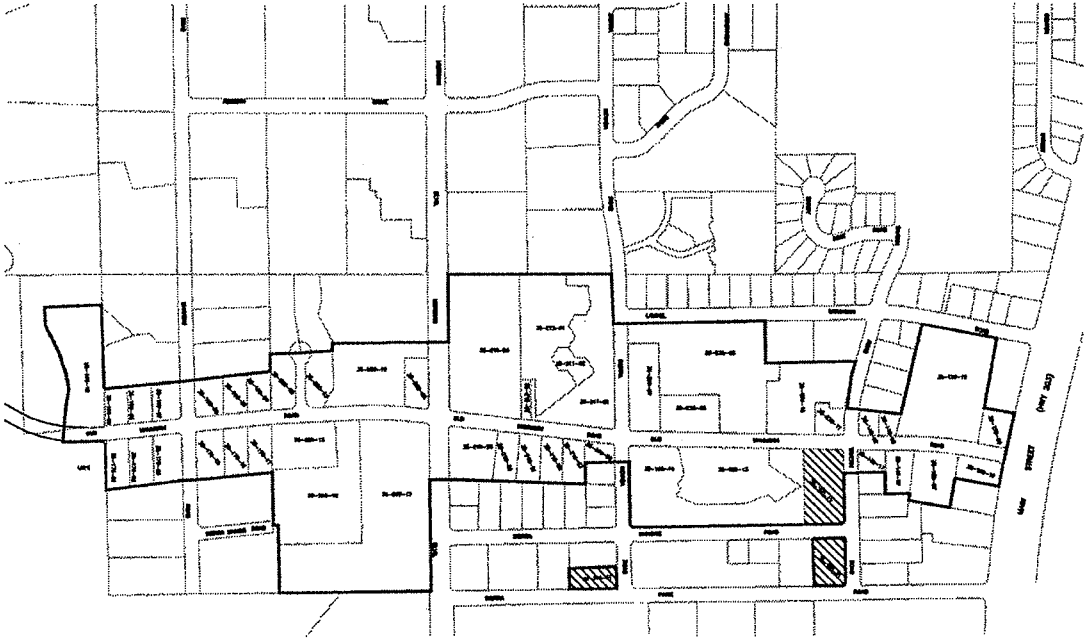
**Assessment Diagram** **A**

**Assessment Roll** **B**

## 5.1 Appendix A – Assessment Diagram

An Assessment Diagram for the District is shown on the following page. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor, at the time this report was prepared, and are incorporated by reference herein and made part of this report.

# BOUNDARIES
# OF
# TOWN OF MAMMOTH LAKES
# OLD MAMMOTH ROAD
# BENEFIT ASSESSMENT DISTRICT 2002-1,
# COUNTY OF MONO, STATE OF CALIFORNIA



Filed in the office of the Town Clerk of the Town of Mammoth Lakes, this ____day of _____, 2002.

_____
Clerk to the Town of Mammoth Lakes

I hereby certify that the within map showing boundaries of the Town of Mammoth Lakes Old Mammoth Road Benefit Assessment District 2002-1, County of Mono, State of California, was approved by the Town Council of the Town of Mammoth Lakes at a regular meeting thereof held on the ____day of _____, 2002, by its Resolution No. _____.

_____
Clerk to the Town of Mammoth Lakes

Filed this _____ day of _____ , 200_ at the hour of _____ o'clock ___.M. in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____, in the Office of the County Recorder in the County of Mono, State of California.

By: _____
County Recorder of County of Mono

*LEGEND*

*ASSESSMENT DISTRICT-*

*ZONE 1*

*ZONE 2*

SHEET 1 OF 1

## 5.2 Appendix B – Assessment Roll

A listing of assessor's parcels assessed within the District for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the Town Clerk and presented on the following pages. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

# Town of Mammoth Lakes
## Old Mammoth Road BAD No. 2002-1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Linear Footage | Condominium Name | FY 2025/26 Assessment (1) |
|---|---|---|---|
| 035-120-010-000 | 186.20 | Individual | $5,318.62 |
| 035-120-012-000 | 347.31 | Individual | 9,920.84 |
| 035-120-016-000 | 119.98 | Individual | 3,427.06 |
| 035-140-008-000 | 71.59 | Individual | 2,044.94 |
| 035-140-009-000 | 84.87 | Individual | 2,424.28 |
| 035-140-017-000 | 116.03 | Individual | 3,314.36 |
| 035-140-018-000 | 316.75 | Individual | 9,047.90 |
| 035-170-002-000 | 100.00 | Individual | 2,856.48 |
| 035-170-003-000 | 118.86 | Individual | 3,395.20 |
| 035-170-025-000 | 100.00 | Individual | 2,856.48 |
| 035-171-001-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-171-002-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-171-003-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-171-004-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-171-005-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-171-006-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-171-007-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-171-008-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-171-009-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-171-010-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-171-011-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-171-012-000 | 16.66 | Sherwin Professional Plaza | 475.88 |
| 035-172-001-000 | 11.79 | Sherwin Plaza III | 336.76 |
| 035-172-002-000 | 11.79 | Sherwin Plaza III | 336.76 |
| 035-172-003-000 | 11.79 | Sherwin Plaza III | 336.76 |
| 035-172-004-000 | 11.79 | Sherwin Plaza III | 336.76 |
| 035-172-005-000 | 11.79 | Sherwin Plaza III | 336.76 |
| 035-172-006-000 | 11.79 | Sherwin Plaza III | 336.76 |
| 035-172-007-000 | 11.79 | Sherwin Plaza III | 336.76 |
| 035-172-008-000 | 11.79 | Sherwin Plaza III | 336.76 |
| 035-172-009-000 | 11.79 | Sherwin Plaza III | 336.76 |
| 035-172-010-000 | 11.79 | Sherwin Plaza III | 336.76 |
| 035-180-012-000 | 165.65 | Individual | 4,731.76 |
| 035-181-001-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-002-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-003-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-004-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-005-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-006-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-007-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-008-000 | 4.82 | Sierra Manor #1 | 137.78 |

(1) Differences are due to rounding adjustments for the purposes of the report.

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# Town of Mammoth Lakes
## Old Mammoth Road BAD No. 2002-1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Linear Footage | Condominium Name | FY 2025/26 Assessment (1) |
|---|---|---|---|
| 035-181-009-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-010-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-011-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-012-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-013-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-014-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-015-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-016-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-017-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-018-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-019-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-020-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-021-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-022-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-023-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-024-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-025-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-026-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-027-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-028-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-029-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-030-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-031-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-032-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-033-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-034-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-035-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-036-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-037-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-038-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-039-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-040-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-041-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-042-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-043-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-044-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-045-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-046-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-047-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-048-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-049-000 | 4.82 | Sierra Manor #1 | 137.78 |

(1) Differences are due to rounding adjustments for the purposes of the report.

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# Town of Mammoth Lakes
## Old Mammoth Road BAD No. 2002-1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Linear Footage | Condominium Name | FY 2025/26 Assessment (1) |
|---|---|---|---|
| 035-181-050-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-051-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-181-052-000 | 4.82 | Sierra Manor #1 | 137.78 |
| 035-182-053-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-054-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-055-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-056-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-057-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-058-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-059-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-060-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-061-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-062-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-063-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-064-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-065-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-066-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-067-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-068-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-069-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-070-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-071-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-072-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-073-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-074-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-075-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-076-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-077-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-078-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-079-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-080-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-081-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-082-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-083-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-084-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-085-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-086-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-087-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-088-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-089-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-090-000 | 4.82 | Sierra Manor #2 | 137.78 |

(1) Differences are due to rounding adjustments for the purposes of the report.

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# Town of Mammoth Lakes
## Old Mammoth Road BAD No. 2002-1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Linear Footage | Condominium Name | FY 2025/26 Assessment (1) |
|---|---|---|---|
| 035-182-091-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-092-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-093-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-094-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-095-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-096-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-097-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-098-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-099-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-100-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-101-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-102-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-103-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-104-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-105-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-106-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-107-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-108-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-109-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-110-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-111-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-112-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-113-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-114-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-115-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-116-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-117-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-118-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-119-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-120-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-121-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-122-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-123-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-124-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-125-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-126-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-127-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-128-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-129-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-130-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-131-000 | 4.82 | Sierra Manor #2 | 137.78 |

(1) Differences are due to rounding adjustments for the purposes of the report.

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# Town of Mammoth Lakes
## Old Mammoth Road BAD No. 2002-1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Linear Footage | Condominium Name | FY 2025/26 Assessment (1) |
|---|---|---|---|
| 035-182-132-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-133-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-134-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-135-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-136-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-137-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-138-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-139-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-140-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-141-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-142-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-143-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-144-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-145-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-146-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-147-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-182-148-000 | 4.82 | Sierra Manor #2 | 137.78 |
| 035-190-004-000 | 97.32 | Individual | 2,779.92 |
| 035-190-005-000 | 100.00 | Individual | 2,856.48 |
| 035-190-006-000 | 118.86 | Individual | 3,395.20 |
| 035-190-007-000 | 121.06 | Individual | 3,458.04 |
| 035-190-008-000 | 100.00 | Individual | 2,856.48 |
| 035-190-009-000 | 100.00 | Individual | 2,856.48 |
| 035-200-016-000 | 99.01 | Individual | 2,828.20 |
| 035-200-017-000 | 303.82 | Individual | 8,678.56 |
| 035-200-019-000 | 333.63 | Individual | 9,530.06 |
| 035-200-020-000 | 124.00 | Individual | 3,542.02 |
| 035-200-041-000 | 23.82 | Plaza at Mammoth Lakes | 680.40 |
| 035-200-042-000 | 23.82 | Plaza at Mammoth Lakes | 680.40 |
| 035-202-001-000 | 9.74 | Meridian Commons | 278.22 |
| 035-202-002-000 | 9.74 | Meridian Commons | 278.22 |
| 035-202-003-000 | 9.74 | Meridian Commons | 278.22 |
| 035-202-004-000 | 9.74 | Meridian Commons | 278.22 |
| 035-202-005-000 | 9.74 | Meridian Commons | 278.22 |
| 035-202-006-000 | 9.74 | Meridian Commons | 278.22 |
| 035-202-007-000 | 9.74 | Meridian Commons | 278.22 |
| 035-202-008-000 | 9.74 | Meridian Commons | 278.22 |
| 035-202-009-000 | 9.74 | Meridian Commons | 278.22 |
| 035-202-010-000 | 9.74 | Meridian Commons | 278.22 |
| 035-203-001-000 | 23.82 | Plaza at Mammoth Lakes | 680.40 |
| 035-203-002-000 | 23.82 | Plaza at Mammoth Lakes | 680.40 |

(1) Differences are due to rounding adjustments for the purposes of the report.

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# Town of Mammoth Lakes
## Old Mammoth Road BAD No. 2002-1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Linear Footage | Condominium Name | FY 2025/26 Assessment (1) |
|---|---|---|---|
| 035-203-003-000 | 23.82 | Plaza at Mammoth Lakes | 680.40 |
| 035-203-004-000 | 23.82 | Plaza at Mammoth Lakes | 680.40 |
| 035-203-005-000 | 23.82 | Plaza at Mammoth Lakes | 680.40 |
| 035-203-006-000 | 23.82 | Plaza at Mammoth Lakes | 680.40 |
| 035-203-007-000 | 23.82 | Plaza at Mammoth Lakes | 680.40 |
| 035-203-008-000 | 23.82 | Plaza at Mammoth Lakes | 680.40 |
| 035-203-009-000 | 23.82 | Plaza at Mammoth Lakes | 680.40 |
| 035-210-020-000 | 91.70 | Individual | 2,619.38 |
| 035-210-021-000 | 92.00 | Individual | 2,627.96 |
| 035-210-022-000 | 92.00 | Individual | 2,627.96 |
| 035-210-023-000 | 92.00 | Individual | 2,627.96 |
| 035-210-025-000 | 204.84 | Individual | 5,851.20 |
| 035-210-038-000 | 127.89 | Individual | 3,653.14 |
| 035-211-001-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-002-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-003-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-004-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-005-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-006-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-007-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-008-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-009-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-010-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-011-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-012-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-013-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-014-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-015-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-016-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-017-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-018-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-019-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-020-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-021-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-022-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-023-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-024-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-025-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-026-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-027-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-028-000 | 4.49 | Sierra Park Villas | 128.18 |

(1) Differences are due to rounding adjustments for the purposes of the report.

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# Town of Mammoth Lakes
## Old Mammoth Road BAD No. 2002-1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Linear Footage | Condominium Name | FY 2025/26 Assessment (1) |
|---|---|---|---|
| 035-211-029-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-030-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-031-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-032-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-033-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-034-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-035-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-036-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-037-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-038-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-039-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-040-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-041-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-042-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-043-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-044-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-045-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-046-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-047-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-048-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-049-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-211-050-000 | 4.49 | Sierra Park Villas | 128.18 |
| 035-212-001-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-002-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-003-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-004-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-005-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-006-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-007-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-008-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-009-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-010-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-011-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-012-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-013-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-014-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-015-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-016-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-017-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-018-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-019-000 | 4.49 | Sierra Park Villas #1 | 128.18 |

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# Town of Mammoth Lakes
## Old Mammoth Road BAD No. 2002-1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Linear Footage | Condominium Name | FY 2025/26 Assessment (1) |
|---|---|---|---|
| 035-212-020-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-021-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-022-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-023-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-024-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-025-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-026-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-027-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-028-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-029-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-030-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-031-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-032-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-033-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-034-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-035-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-036-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-037-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-038-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-039-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-040-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-041-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-042-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-043-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-044-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-045-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-046-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-047-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-048-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-049-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-212-050-000 | 4.49 | Sierra Park Villas #1 | 128.18 |
| 035-213-001-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-002-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-003-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-004-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-005-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-006-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-007-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-008-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-009-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-010-000 | 4.35 | Sherwin Villas | 124.28 |

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# Town of Mammoth Lakes
## Old Mammoth Road BAD No. 2002-1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Linear Footage | Condominium Name | FY 2025/26 Assessment (1) |
|---|---|---|---|
| 035-213-011-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-012-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-013-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-014-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-015-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-016-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-017-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-018-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-019-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-020-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-021-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-022-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-023-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-024-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-025-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-026-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-027-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-028-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-029-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-030-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-031-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-032-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-033-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-034-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-035-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-036-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-037-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-038-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-039-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-040-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-041-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-042-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-043-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-044-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-045-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-046-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-047-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-048-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-049-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-050-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-051-000 | 4.35 | Sherwin Villas | 124.28 |

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# Town of Mammoth Lakes
## Old Mammoth Road BAD No. 2002-1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Linear Footage | Condominium Name | FY 2025/26 Assessment (1) |
|---|---|---|---|
| 035-213-052-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-053-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-054-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-055-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-056-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-057-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-058-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-059-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-060-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-061-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-062-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-063-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-064-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-065-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-066-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-067-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-068-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-069-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-213-070-000 | 4.35 | Sherwin Villas | 124.28 |
| 035-230-005-000 | 194.00 | Individual | 5,541.56 |
| 035-230-006-000 | 247.05 | Individual | 7,056.92 |
| 035-230-007-000 | 129.60 | Individual | 3,702.00 |
| 035-230-010-000 | 199.22 | Individual | 5,690.68 |
| 035-230-011-000 | 111.65 | Individual | 3,189.26 |
| 035-281-001-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-002-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-003-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-004-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-005-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-006-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-007-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-008-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-009-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-010-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-011-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-012-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-013-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-014-000 | 6.01 | Five-Forty | 171.60 |
| 035-281-015-000 | 6.01 | Five-Forty | 171.60 |
| 040-140-001-000 | 174.34 | Individual | 4,979.98 |
| 040-140-003-000 | 174.34 | Individual | 4,979.98 |

(1) Differences are due to rounding adjustments for the purposes of the report.

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# Town of Mammoth Lakes
## Old Mammoth Road BAD No. 2002-1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Linear Footage | Condominium Name | FY 2025/26 Assessment (1) |
|---|---|---|---|
| **410 Accounts** | **7,390.21** | | **$211,095.14** |

(1) Differences are due to rounding adjustments for the purposes of the report.

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**RESOLUTION NO. 25-**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, APPROVING THE ANNUAL REPORT FOR PROCEEDINGS FOR THE LEVY OF ASSESSMENTS WITHIN THE SPECIAL MAINTENANCE DISTRICT OLD MAMMOTH ROAD BENEFIT ASSESSMENT DISTRICT NO. 2002-1 FOR FISCAL YEAR 2025/26

The Town Council of the Town of Mammoth Lakes (the "Town") does resolve as follows:

**WHEREAS,** the Town Council of the Town of Mammoth Lakes (the "Town Council"), California, pursuant to the terms of the Benefit Assessment Act of 1982, Title 5 Division 2, of the California Government Code (commencing with Section 54703), Article XIII D of the Constitution of the State and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (collectively, hereafter referred to as the "Assessment Law") did, by previous resolution, establish the Benefit Assessment District designated as: Old Mammoth Road Benefit Assessment District No. 2002-1 (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, the Town has retained NBS for the purpose of assisting with the annual levy of the Maintenance District, and the preparation and filing of an annual report for the levy of assessments for the fiscal year commencing July 1, 2025 and ending June 30, 2026 within such Maintenance District; and

**WHEREAS**, there has now been presented to this Town Council the Fiscal Year 2025/26 Annual Report (the "Report") as required by the Assessment Law; and

**WHEREAS**, this Town Council has now carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in the Report; and

**WHEREAS**, the Town Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with the Assessment Law. All objections to the assessment, if any, will be considered by the Town Council. The Public Hearing will be held on **Wednesday April 16, 2025 at 4:00 pm** or as soon thereafter as is feasible in the Town Council Chambers, Suite Z located at 437 Old Mammoth Road, Mammoth Lakes, CA 93546. The Town Council further orders the Town Clerk to publish notice of this resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The above recitals are all true and correct.

2. The Report as presented consists of the following:

(a) Plans and specifications describing the general nature, location and extent of the improvements to be maintained and of the maintenance work.

(b) An estimate of the cost of maintenance of the improvements for the Maintenance District for Fiscal Year 2025/26.

(c) A diagram of the Maintenance District, showing the area and properties proposed to be assessed.

(d) An annual assessment for Fiscal Year 2025/26 of the estimated costs of the maintenance of those improvements to be maintained during such fiscal year, assessing the net amount upon all assessable lots and/or parcels within the Maintenance District in proportion to the special benefits received; together with a formula pursuant to which such annual assessment may be adjusted annually for inflation pursuant to the Assessment Law without the necessity for additional assessment ballot procedures.

3. The Report, as presented, is hereby approved, and is ordered to be filed in the Office of the Clerk of the Town Council as a permanent record and to remain open to public inspection.

4. The Town Clerk of the Town Council shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

**PASSED, APPROVED, AND ADOPTED this 19th day of March, 2025.**

_____
CHRIS BUBSER, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

# TOWN COUNCIL STAFF REPORT

Title: Adopt the Resolution of Intention to Levy and Collect Assessments within Benefit Assessment District 2002-02 (North Village) for the Fiscal Year 2025/26, approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025

Meeting Date: March 19, 2025

Prepared by: Pam Smitheman, Assistant Engineer

---

## RECOMMENDATION:

Staff recommend that Town Council adopt the Resolution of Intention to levy and collect annual assessments within Benefit Assessment District 2002-02 (North Village) for the Fiscal Year 2025/26, approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025.

## BACKGROUND:

Each year at this time, the assessments against properties within Benefit Assessment District 2002-02 (North Village) must be reevaluated to determine whether the annual funding is sufficient for the anticipated costs of public services needed in the coming fiscal year. The Benefit Assessment Act of 1982, under which the District was formed, requires that a new Engineer's Report be prepared each year to determine and levy the annual assessments. This agenda item recommends adoption of a resolution approving the annual report in accordance with the Benefit Assessment Act of 1982 and the Improvement Act of 1911.

## ANALYSIS:

In Fiscal Year 2024/25, staff reviewed the conditions of district improvements and consider appropriate major maintenance improvements and necessary accruals. There is no largescale project planned for summer of 2025. Staff recommend that a levy of $155,852 be assessed in Fiscal Year 2025/26. The maximum assessment revenue for Fiscal Year 2025/26 is $199,285.34. A public hearing is required under the code sections for which the assessment is governed.

## FINANCIAL CONSIDERATIONS:

The Engineer's Report as prepared by NBS includes details for all Financial Considerations. In summary, the total district assessment is $155,852 for the 2025/26 fiscal year.

# TOWN OF MAMMOTH LAKES

*Fiscal Year 2025/26 Engineer's Report For:*

## North Village Area Benefit Assessment
## District No. 2002-2, Zone 1

**February 2025**

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

**Corporate Headquarters**
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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# 1. EXECUTIVE SUMMARY

**WHEREAS**, the Town Council of the Town of Mammoth Lakes (the "Town") previously established the North Village Area Benefit Assessment District No. 2002-2, Zone 1 (the "District") in 2002 pursuant to the Benefit Assessment District Act of 1982; and

**WHEREAS**, the Town desires to provide for the levy and collection of District assessments for Fiscal Year 2025/26; and

**WHEREAS**, the Town has directed NBS to prepare and file an annual report describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements, a diagram showing the area and properties to be assessed, and an estimate of the costs of the maintenance, operations and servicing of the improvements, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the following assessment, levied in accordance with the assessment methodology adopted and approved by the Town Council at the time of District formation, is made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

**SUMMARY OF ASSESSMENT**

| Description | Amount |
|---|---|
| Total District Budget | $180,852.00 |
| Less: Town Contribution for General Benefit | (25,000.00) |
| Add: Curb/Gutter/Sidewalk Reserve | 0.00 |
| Add: Snow Management Reserve | 0.00 |
| Less: Surplus Funds Levy Credit | 0.00 |
| **Balance to Assessment** | **$155,852.00** |

| Description | FY 2025/26 Maximum Assessment | FY 2025/26 Actual Assessment |
|---|---|---|
| Condominium – 1 Bedroom/Studio per unit | $278.27 | $217.62 |
| Condominium – 2 Bedroom per unit | 371.03 | 290.16 |
| Condominium – 3 Bedroom per unit | 463.79 | 362.70 |
| Commercial Use and Gondola Parcel per square foot | 0.38 | 0.29 |
| Apartment Property and Hotel Property per room | 278.27 | 217.62 |

# 2. PLANS AND SPECIFICATIONS

The District provides and ensures the continued maintenance, servicing, administration, and operation of various improvements and associated appurtenances located within the public rights-of-way and dedicated easements within the boundaries of the District.

## 2.1 Description of the Boundaries of the District

The District is located within the Town's boundaries. The District is described generally as the North Village Specific Plan Area, zoned for commercial resort, and consists of residential and commercial uses located along Minaret Road, Forest Trail, Main Street, Canyon Boulevard, Hillside Drive, Berner Street, and Lake Mary Road. The District includes 528 assessable parcels including commercial, residential (condominium units) and undeveloped properties.

## 2.2 Description of Improvements and Services

The District improvements include the installation, upgrade, construction, or reconstruction of irrigation and landscaping, street lighting, streets, sidewalks and driveways, curb and gutter, drainage facilities, and snowmelt tubing systems. The improvements also include the construction, maintenance and servicing of appurtenant facilities and other items necessary for the satisfactory operation of these improvements.

The maintenance services include the operation, maintenance, and servicing of the improvements and appurtenant services including, but not limited to, personnel, electrical energy, materials, contracting services, and other items necessary for the satisfactory operation of these improvements and services.

This annual report makes reference to the plans and specifications for the improvements, which are on file with the Town. The improvements within the District may include, but are not limited to snow management, drainage, landscaping, curb, gutter and sidewalk repairs and maintenance. Services provided include all necessary service, operations, administration, and maintenance required to keep the improvements in an operational and satisfactory condition. The table below lists specific improvements and services within the District:

- Snow Management (Sidewalk snow removal, snow hauling, and ice melt)
- Summer Sidewalk Sweeping
- Landscaping
- Streetlights
- Banners
- Curb, Gutter, Sidewalk Repairs

# 3. ESTIMATED COSTS

## 3.1 District Budget

The estimated cost of maintenance, operations, servicing the improvements, and administration as described in the Plans and Specifications are summarized below. Each year, as part of the District assessment levy calculation process, the Town reviews the previous year's costs and expenses and estimates the annual costs for the following fiscal year.

| Description | Proposed Fiscal Year 2025/26 Costs |
|---|---|
| **Annual Maintenance Costs:** | |
| Snow Management | $50,000.00 |
| Summer Sidewalk Sweeping | 0.00 |
| Landscape Maintenance | 0.00 |
| Public Utility Maintenance | 7,000.00 |
| Ice melt | 0.00 |
| Banners | 0.00 |
| Curb, Gutter, Maintenance Repairs & Contingency | 5,000.00 |
| **Subtotal Annual Maintenance Costs** | **$62,000.00** |
| | |
| **Major Maintenance Costs:** | |
| Landscape Improvements | $0.00 |
| Sidewalk Improvements | 0.00 |
| CIP Accumulation | 87,072.00 |
| **Subtotal Major Maintenance Costs** | **$87,072.00** |
| | |
| **Administration Costs:** | |
| Personnel/Overhead/Consultants | $10,000.00 |
| **Subtotal Administration Costs** | **$10,000.00** |
| | |
| **Total District Budget** | **$159,072.00** |
| | |
| Less: Town Contribution for Snow Removal | ($25,000.00) |
| Add: Curb/Gutter/Sidewalk Reserve | 0.00 |
| Add: Snow Management Reserve | 21,780.00 |
| **District Property Owner Participation and Reserves** | **($3,220.00)** |
| | |
| Less: Surplus Funds Levy Credit | $0.00 |
| | |
| **Fiscal Year 2025/26 District Assessment** | **$155,852.00** |

## 3.2 Definitions of Budget Items

The following definitions describe the services and costs included in the District budget:

### 3.2.1 MAINTENANCE COSTS

Snow Management: Includes the clearing and hauling of snow from the District improvements and sidewalk snowmelt expenses. The annual snow management budget is based upon a 200-inch snow year.

Summer Sidewalk Sweeping: Includes sweeping of the sidewalk improvements during the summer months.

Landscape Maintenance: Includes the required landscaping maintenance costs necessary for a contractor or Town staff member to maintain landscaped areas and irrigation; including aesthetic treatment and replacement of landscaping, as necessary.

Curb, Gutter, and Sidewalk Repairs & Contingency: Includes the required maintenance cost necessary for a contractor or Town staff to maintain curb, gutter, and sidewalk.

Street Light Maintenance: Includes the required maintenance costs necessary for a contractor or Town staff member to maintain streetlights within the District.

Ice Melt: Includes the cost to fix, replace and run the ice melt system in the sidewalks within the District.

Banners: Includes the installation and maintenance of banners on streetlights within the District.

Sidewalk Improvements: A one-time expense for a project that includes removing and replacing existing concrete or paver sidewalks. Projects may also include the replacement of curb, gutter and/or pedestrian ramps to match sidewalk replacement.

### 3.2.2 ADMINISTRATION COSTS

Personnel/Overhead/Consultant: This item includes the cost to all particular departments and staff of the Town, and consultants for providing the administration, coordination and management of District services, operations, and incidental expenses related to the District. This item also includes creation of an annual engineer's report, resolutions and placing the assessment amounts onto the County tax roll each year, along with responding to any public inquiries. This item also includes County collection fees.

### 3.2.3 CURB/GUTTER/SIDEWALK AND SNOW MANAGEMENT AND RESERVES

Includes the amount necessary to provide the revenue needed to provide for a full year of District snow removal costs. The operating reserve will also include amounts needed to provide for District repairs that are generally unforeseen and not normally included in the yearly maintenance costs. This may include the repair, replacement, or renovation of District improvements due to snow management activities, weather, vandalism, etc.

# 4. METHOD OF ASSESSMENT

## 4.1 Statutory Considerations

Proposition 218, the "Right to Vote on Taxes Act" was approved by California voters in 1996, which added Articles XIIIC and XIIID to the California State Constitution. The primary results of Proposition 218 were stricter definitions of assessments, special taxes, fees, and charges, and a general mandate for some type of voter approval for any new or increased tax, assessment, or property-related fee. The Proposition 218 Omnibus Implementation Act (the "Implementation Act") was approved July 1, 1997. The Implementation Act provided for procedures throughout the notice, protest, and hearing process.

### 4.1.1 GENERAL BENEFIT

Proposition 218 requires that any local agency proposing to increase or impose a special assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that the property owners are not charged with an assessment that pays for general benefits. Thus, a local agency carrying out projects or services that provide both special and general benefits may levy an assessment to pay for the special benefits but must acquire separate funding to pay for those general benefits.

The District provides snow management services along portions of Canyon Boulevard, Forest Trail and Minaret Road, which are arterial/collector streets. The snow management services provide a portion of general benefit to both properties and the public at large. So that properties within the District boundaries do not pay for the general benefit of the snow management services, the Town contributes approximately one half of the annual snow management budget to the total annual District budget.

### 4.1.2 SPECIAL BENEFIT

Pursuant to Proposition 218, or more specifically Article XIIID, Section 2(i) "Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute special benefit."

All parcels that have special benefit conferred upon them as a result of the improvements, services and activities provided shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the improvements, services, and activities.

In accordance with Article XIIID Section 4(a) "No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel." Article XIIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public easements, and rights-of-ways.

The maintenance and operation of improvements and services, more fully described in the Plans and Specifications section of this report, are for the benefit of the properties within the District, and as such confer a special and direct benefit to parcels within the District by:

- allowing individual parcels to be developed and used to their fullest extent by ensuring adequate snow management, drainage, sidewalk sweeping which is essential to the use, preservation, and protection of those properties, and
- improving the livability, appearance, and desirability for properties within the boundaries, through landscaping of the District, and
- providing for safe vehicular and pedestrian access through proper snow management, drainage, streetlighting, sidewalk maintenance for properties within the District, and
- ensuring that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties within the District.

The above-mentioned items contribute to a specific enhancement of the properties within the District. Since these improvements were installed and are maintained specifically for the properties within the District; only properties within the District receive a special benefit and are assessed for said maintenance.

## 4.2 Method of Assessment Spread

There are 528 assessable parcels within the District, with 523 parcels being classified as assessable developed parcels and five parcels classified as undeveloped parcels for Fiscal Year 2025/26. Parcels within the District receive proportional special benefit from the maintenance, servicing, and operation of the improvements, spread to each parcel as follows.

If the Town has issued a building permit or certificate of occupancy in any current or previous fiscal year, the property shall be deemed to be developed and receive special benefit from the improvements. The Director of Public Works shall each year identify those parcels that are developed. The maintenance costs will be assessed to each assessable developed parcel based upon the following table for Fiscal Year 2025/26:

| Property Land Use Classification | FY 2025/26 Maximum Assessment [1] | FY 2025/26 Actual Assessment [1] |
|---|---|---|
| Condominium – 1 Bedroom/Studio | $278.27/unit | $217.62/unit |
| Condominium – 2 Bedroom | 371.03/unit | 290.16/unit |
| Condominium – 3 Bedroom | 463.79/unit | 362.70/unit |
| Commercial Use | 0.38/square foot | 0.29/square foot |
| Gondola Parcel | 0.38/square foot | 0.29/square foot |
| Apartment Property | 278.27/room | 217.62/room |
| Hotel Property | 278.27/room | 217.62/room |
| Conference Facilities | 0.00/square foot | 0.00/square foot |
| Common Areas | 0.00/square foot | 0.00/square foot |

(1) Differences due to rounding adjustments for purposes of this report.

If any assessed parcel within the District contains multiple uses, the assessment assigned to that parcel shall be the total of all assessable uses upon that parcel.

The Definitions section of the Rate and Method of Apportionment of Special Tax for the Town of Mammoth Lakes Community Facilities District No. 2001-1 (North Village Area) as modified are incorporated herein by reference and attached as Appendix C. These definitions shall govern for the determination of assessable areas.

The following table provides the historical total maximum assessment revenue for the District for the past five fiscal years:

| Fiscal Year | Historical Maximum Assessment Revenue [1] |
|---|---|
| 2021/22 | $184,005.83 |
| 2022/23 | 187,976.62 |
| 2023/24 | 192,008.33 |
| 2024/25 | 195,128.94 |
| 2025/26 | 199,285.34 |

(1) Differences due to rounding adjustments for purposes of this report.

## 4.3 Maximum Annual Assessment Increase

The Fiscal Year 2003/04 maintenance assessment rates set the initial maximum assessment rates for the District. Beginning Fiscal Year 2004/05, the maximum annual assessment rate shall increase 2% over the previous year's maximum annual assessment rate. Regardless of the assessment amount levied each year (assessments may be levied up to the maximum assessment rate), the maximum allowable assessment rate will increase. Any increase in the actual amount of the assessment levied, as long as it does not exceed the maximum allowable assessment for that fiscal year, will not be considered an increase of the assessment as defined by Proposition 218.

## 4.4 Time and Manner of Collecting Assessments

The Town will levy and collect the District assessments in the same manner and at the same time as ordinary ad valorem property taxes.

# 5. APPENDICES


**Assessment Diagram** **A**

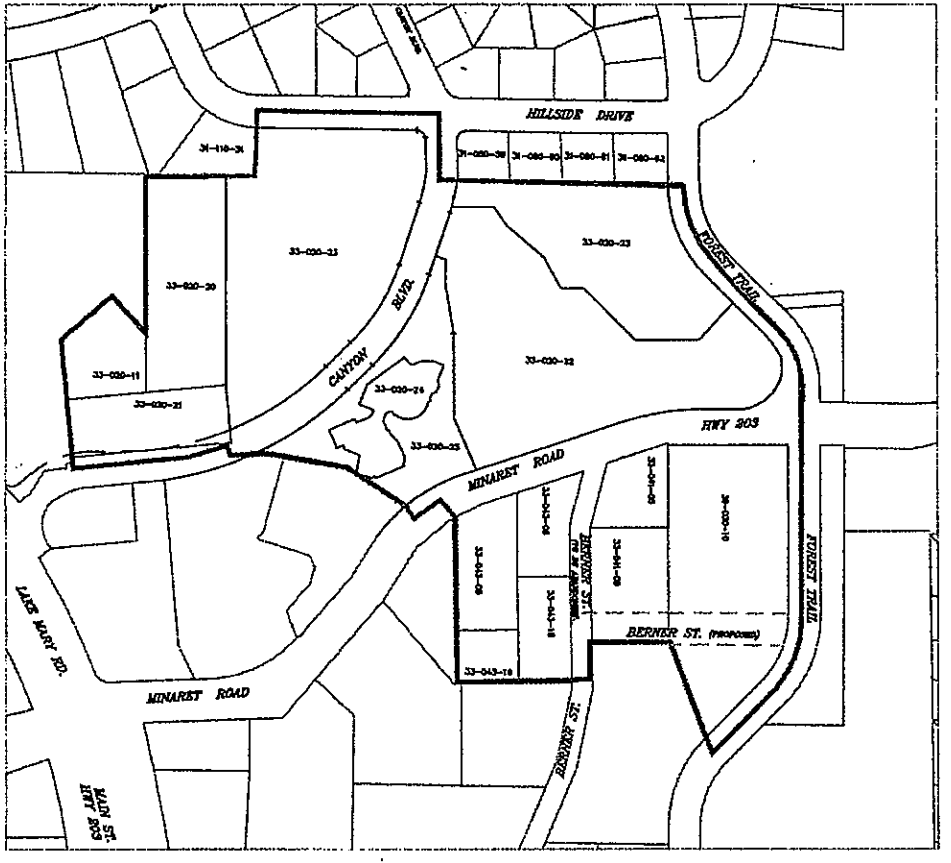
**Assessment Roll** **B**

**Rate and Method of Apportionment** **C**

## 5.1 Appendix A – Assessment Diagram

An Assessment Diagram for the District is shown on the following page. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor, at the time this report was prepared, and are incorporated by reference herein and made part of this report.

# BOUNDARIES
# OF
# TOWN OF MAMMOTH LAKES
# NORTH VILLAGE
# BENEFIT ASSESSMENT DISTRICT 2002-2,
# COUNTY OF MONO, STATE OF CALIFORNIA




Filed in the office of the Town Clerk of the Town of Mammoth Lakes, this ____day of _____, 2002.

_____
Clerk to the Town of Mammoth Lakes

I hereby certify that the within map showing boundaries of the Town of Mammoth Lakes North Village Benefit Assessment, County of Mono, State of California, was approved by the Town Council of the Town of Mammoth Lakes at a regular meeting thereof held on the ____day of _____, 2002, by its Resolution No. _____.

_____
Clerk to the Town of Mammoth Lakes

Filed this _____ day of _____ , 2002 at the hour of _____ o'clock ____.M. in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____, in the Office of the County Recorder in the County of Mono, State of California.

By: _____
County Recorder of County of Mono

*BENEFIT ASSESSMENT DISTRICT- 2002-02*

*ZONE 1*

*ZONE 2* *NOT INCLUDED*

SHEET 1 OF 1

## 5.2 Appendix B – Assessment Roll

A listing of assessor's parcels assessed within the District for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the Town Clerk and presented on the following pages. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-020-024-000 | Gondola | $9,892.16 | $7,736.20 |
| 033-021-021-000 | Commercial | 1,660.60 | 1,298.66 |
| 033-021-117-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-119-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-121-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-122-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-123-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-124-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-125-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-126-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-128-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-130-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-132-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-201-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-202-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-203-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-204-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-205-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-207-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-209-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-211-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-213-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-214-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-215-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-216-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-217-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-218-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-219-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-220-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-221-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-222-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-223-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-224-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-225-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-226-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-228-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-230-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-232-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-301-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-302-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-303-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-304-000 | Condo 2 | 371.03 | 290.16 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-021-305-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-306-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-307-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-308-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-309-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-310-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-311-000 | Condo 3 | 463.79 | 362.70 |
| 033-021-312-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-313-000 | Condo 3 | 463.79 | 362.70 |
| 033-021-314-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-315-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-316-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-317-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-318-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-319-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-320-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-321-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-322-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-323-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-324-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-325-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-326-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-328-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-330-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-332-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-401-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-402-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-403-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-404-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-405-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-406-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-407-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-408-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-409-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-410-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-411-000 | Condo 3 | 463.79 | 362.70 |
| 033-021-412-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-413-000 | Condo 3 | 463.79 | 362.70 |
| 033-021-414-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-415-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-416-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-417-000 | Condo 1 | 278.27 | 217.62 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-021-418-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-419-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-420-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-421-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-422-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-423-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-424-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-425-000 | Condo 3 | 463.79 | 362.70 |
| 033-021-426-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-428-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-430-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-501-000 | Condo 3 | 463.79 | 362.70 |
| 033-021-503-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-504-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-505-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-506-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-507-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-508-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-509-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-510-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-511-000 | Condo 3 | 463.79 | 362.70 |
| 033-021-512-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-513-000 | Condo 3 | 463.79 | 362.70 |
| 033-021-514-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-515-000 | Condo 2 | 371.03 | 290.16 |
| 033-021-516-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-518-000 | Condo 1 | 278.27 | 217.62 |
| 033-021-520-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-010-000 | Commercial | 3,890.06 | 3,042.22 |
| 033-022-020-000 | Commercial | 2,177.40 | 1,702.84 |
| 033-022-030-000 | Commercial | 260.68 | 203.86 |
| 033-022-040-000 | Commercial | 1,485.42 | 1,161.66 |
| 033-022-050-000 | Commercial | 1,660.22 | 1,298.38 |
| 033-022-060-000 | Commercial | 3,100.42 | 2,424.68 |
| 033-022-070-000 | Commercial | 1,204.98 | 942.36 |
| 033-022-080-000 | Commercial | 259.16 | 202.66 |
| 033-022-090-000 | Commercial | 1,463.76 | 1,144.74 |
| 033-022-100-000 | Commercial | 5,836.80 | 4,564.68 |
| 033-022-101-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-102-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-103-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-105-000 | Condo 2 | 371.03 | 290.16 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-022-107-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-110-000 | Commercial | 764.56 | 597.92 |
| 033-022-111-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-115-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-117-000 | Condo 3 | 463.79 | 362.70 |
| 033-022-121-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-125-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-129-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-202-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-203-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-204-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-205-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-206-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-207-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-208-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-209-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-210-000 | Condo 3 | 463.79 | 362.70 |
| 033-022-211-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-212-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-214-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-215-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-216-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-217-000 | Condo 3 | 463.79 | 362.70 |
| 033-022-218-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-220-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-221-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-222-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-224-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-225-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-226-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-228-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-229-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-230-000 | Condo 3 | 463.79 | 362.70 |
| 033-022-231-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-302-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-303-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-304-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-305-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-306-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-307-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-308-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-309-000 | Condo 2 | 371.03 | 290.16 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-022-310-000 | Condo 3 | 463.79 | 362.70 |
| 033-022-311-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-312-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-314-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-315-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-316-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-317-000 | Condo 3 | 463.79 | 362.70 |
| 033-022-318-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-320-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-321-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-322-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-324-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-325-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-326-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-328-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-329-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-330-000 | Condo 3 | 463.79 | 362.70 |
| 033-022-331-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-402-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-403-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-404-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-405-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-406-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-407-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-408-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-409-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-410-000 | Condo 3 | 463.79 | 362.70 |
| 033-022-411-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-412-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-414-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-415-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-416-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-417-000 | Condo 3 | 463.79 | 362.70 |
| 033-022-418-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-420-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-421-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-422-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-424-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-425-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-426-000 | Condo 2 | 371.03 | 290.16 |
| 033-022-428-000 | Condo 1 | 278.27 | 217.62 |
| 033-022-429-000 | Condo 2 | 371.03 | 290.16 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-022-430-000 | Condo 3 | 463.79 | 362.70 |
| 033-022-431-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-101-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-102-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-120-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-122-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-123-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-125-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-126-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-127-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-128-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-129-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-202-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-203-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-204-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-205-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-207-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-208-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-209-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-210-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-211-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-214-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-215-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-217-000 | Condo 3 | 463.79 | 362.70 |
| 033-023-218-000 | Condo 3 | 463.79 | 362.70 |
| 033-023-219-000 | Condo 3 | 463.79 | 362.70 |
| 033-023-220-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-221-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-222-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-223-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-225-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-226-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-227-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-228-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-229-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-302-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-303-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-304-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-305-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-307-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-308-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-309-000 | Condo 1 | 278.27 | 217.62 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-023-310-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-311-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-314-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-315-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-317-000 | Condo 3 | 463.79 | 362.70 |
| 033-023-318-000 | Condo 3 | 463.79 | 362.70 |
| 033-023-319-000 | Condo 3 | 463.79 | 362.70 |
| 033-023-320-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-321-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-322-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-323-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-325-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-326-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-327-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-328-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-329-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-402-000 | Condo 3 | 463.79 | 362.70 |
| 033-023-404-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-405-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-407-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-408-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-409-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-410-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-411-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-414-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-415-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-417-000 | Condo 3 | 463.79 | 362.70 |
| 033-023-418-000 | Condo 3 | 463.79 | 362.70 |
| 033-023-419-000 | Condo 3 | 463.79 | 362.70 |
| 033-023-420-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-421-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-422-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-423-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-425-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-426-000 | Condo 2 | 371.03 | 290.16 |
| 033-023-427-000 | Condo 1 | 278.27 | 217.62 |
| 033-023-428-000 | Condo 3 | 463.79 | 362.70 |
| 033-043-005-000 | Commercial | 536.18 | 419.32 |
| 033-391-001-000 | Commercial | 1,694.80 | 1,325.42 |
| 033-391-002-000 | Commercial | 706.80 | 552.74 |
| 033-391-003-000 | Commercial | 180.88 | 141.44 |
| 033-391-201-000 | Condo 2 | 371.03 | 290.16 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-391-202-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-203-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-204-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-205-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-206-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-207-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-208-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-209-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-211-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-213-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-214-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-215-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-216-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-217-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-221-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-223-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-225-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-226-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-227-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-229-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-230-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-301-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-302-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-303-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-304-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-305-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-306-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-307-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-308-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-309-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-311-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-313-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-314-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-315-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-316-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-317-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-318-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-319-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-320-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-321-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-323-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-325-000 | Condo 1 | 278.27 | 217.62 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-391-326-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-327-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-329-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-330-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-401-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-402-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-403-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-404-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-405-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-406-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-407-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-408-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-409-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-411-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-413-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-414-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-415-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-416-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-417-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-418-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-419-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-420-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-421-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-423-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-425-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-426-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-427-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-429-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-430-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-501-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-502-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-503-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-504-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-505-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-506-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-507-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-508-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-509-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-511-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-513-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-514-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-515-000 | Condo 1 | 278.27 | 217.62 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-391-516-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-517-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-518-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-519-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-520-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-521-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-523-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-525-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-526-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-527-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-529-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-530-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-601-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-603-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-604-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-605-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-606-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-607-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-608-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-609-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-611-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-613-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-614-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-615-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-616-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-617-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-618-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-619-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-620-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-621-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-623-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-625-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-626-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-627-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-629-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-703-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-704-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-705-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-706-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-707-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-708-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-709-000 | Condo 1 | 278.27 | 217.62 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-391-711-000 | Condo 2 | 371.03 | 290.16 |
| 033-391-713-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-714-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-715-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-716-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-717-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-718-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-719-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-720-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-721-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-723-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-725-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-726-000 | Condo 1 | 278.27 | 217.62 |
| 033-391-727-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-132-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-136-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-138-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-140-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-142-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-144-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-145-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-146-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-231-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-232-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-233-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-234-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-235-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-236-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-237-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-238-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-240-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-241-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-242-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-244-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-245-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-246-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-331-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-332-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-333-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-334-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-335-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-336-000 | Condo 1 | 278.27 | 217.62 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-392-337-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-338-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-340-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-341-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-342-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-344-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-345-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-346-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-431-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-432-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-433-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-434-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-435-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-436-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-437-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-438-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-440-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-441-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-442-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-444-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-445-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-446-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-531-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-532-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-533-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-534-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-535-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-536-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-537-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-538-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-540-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-541-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-542-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-544-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-545-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-546-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-631-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-632-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-633-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-634-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-635-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-636-000 | Condo 1 | 278.27 | 217.62 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## North Village BAD No. 2002-2 - Zone 1
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Property Land Use Classification | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-392-637-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-638-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-640-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-641-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-642-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-644-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-645-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-731-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-732-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-733-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-734-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-735-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-736-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-737-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-738-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-740-000 | Condo 2 | 371.03 | 290.16 |
| 033-392-741-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-742-000 | Condo 1 | 278.27 | 217.62 |
| 033-392-744-000 | Condo 1 | 278.27 | 217.62 |
| **523 Accounts** | | **$199,285.34** | **$155,849.86** |

Slight variances may occur due to rounding

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## 5.3 Appendix C – Rate and Method of Apportionment

The following pages show the definitions section of the Rate and Method of Apportionment of Special Tax for the Town of Mammoth Lakes Community Facilities District No. 2001-1 (North Village Area).

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
TOWN OF MAMMOTH LAKES
COMMUNITY FACILITIES DISTRICT NO. 2001-1 (NORTH VILLAGE AREA)

**DEFINITIONS**

The terms used herein shall have the following meanings:

**"Acreage" or "Acre"** means that acreage shown on the Assessor's Parcel Map for each Assessor's Parcel. In the event that the Assessor's Parcel Map shows no acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable condominium plan, final map or parcel map.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of the CFD No. 2001-1: the costs of computing the Special Tax Requirement and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Taxes; the costs of remitting the Special Taxes to the fiscal agent or trustee for any Bonds; the costs of the fiscal agent or trustee (including its legal counsel) in the discharge of the duties required of it under any Indenture; the costs of the Town or designee in complying with the disclosure requirements of applicable federal and state securities laws and the California Government Code (including the Act), including public inquiries regarding the Special Taxes, the costs associated with the release of funds from any escrow account (to the extent not paid from other sources); the costs of the Town or designee related to an appeal of the Special Tax and an allocable share of the salaries and an allocable portion of Town overhead costs relating to the foregoing; the costs of the Town or designee related to any rebate calculations for the CFD No. 2001-1; the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in the CFD No. 2001-1; the costs of the Town (including its legal counsel) related to the administration of any letter of credit or other security provided for the payment of Special Taxes or Bonds, any fees or expenses related to any such letters of credit. Administrative Expenses shall also include amounts advanced by the Town for any administrative purposes of the CFD No. 2001-1.

**"Affordable Housing"** means all property deemed as such by reference to the "Housing Policies" in the "Housing Element" section set forth in the North Village Specific Plan.

**"Apartment Property"** means all Taxable Property, exclusive of Condominiums and Hotel Property, for which a final occupancy permit(s) for building(s) containing attached residential units has been issued as of the January 1 preceding the Fiscal Year for which the Special Tax is being levied but not prior to January 1, 2001.

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

**"Association Property"** means any area designated as community association property or condominium association property on a condominium plan recorded in the Office of the County Recorder and/or any property deeded to or owned by The Village at Mammoth Community Association, any other applicable master association, or any condominium owners association.

**"Bonds"** means any bonds or other indebtedness (as defined in the Act), whether in one or more series, secured by the levy of Special Taxes within the CFD No. 2001-1.

**"CFD Administrator"** means an official of the Town, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of Special Taxes.

**"Commercial Units"** mean all Condominiums, exclusive of Conference Space Units, designed for use for general commercial uses and/or property management uses as shown on a condominium plan recorded in the Office of the County Recorder.

**"Common Area"** means any area designated as such on a condominium plan recorded in the Office of the County Recorder, including any common area for the exclusive use of one or more owners.

**"Condominium"** means any element designated as a unit in a condominium plan which was recorded as of the January 1 preceding the Fiscal Year for which the Special Tax is being levied but not prior to January 1, 2001.

**"Conference Space Units"** means any Condominium, exclusive of Residential Units, designed for the primary purpose of providing meeting or conference space.

**"Council"** means the Town Council of the Town of Mammoth Lakes, acting as the legislative body of the CFD No. 2001-1.

**"County"** means the County of Mono, California.

**"Developed Property"** means, collectively, Residential Units, Commercial Units, Hotel Property, Apartment Property, and Other Commercial Property excluding the Residual Parcel.

**"Equivalent Bedroom Unit"** or **"EBU"** means the factor for use in calculating the Special Tax where one EBU is equal to one (1) bedroom or in the case of Commercial Units and Other Commercial Property 450 Square Feet.

**"Exempt Property"** means all property located within the boundaries of the CFD No. 2001-1 which is exempt from the Special Tax pursuant Section E below.

**"Fiscal Year"** means the period starting on each July 1 and ending on the following June 30.

**"Gondola Parcel"** means that Assessor's Parcel for which a building permit for construction of the bottom terminal of a gondola has been issued as of the January 1 preceding the Fiscal Year for which the Special Tax is being levied but not prior to January 1, 2001.

**"Hotel Property"** means all Taxable Property, exclusive of Condominiums and Apartment Property, for which a final occupancy permit(s) for (i) a place of lodging that provides sleeping accommodations and related facilities for travelers or (ii) a vacation or resort club (where ownership/membership interest in such club are evidenced by points, share or other interests that entitle the owners/members to occupy rooms on some periodic basis) has been issued as of the January 1 preceding the Fiscal Year for which the Special Tax is being levied but not prior to January 1, 2001.

**"Indenture"** means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**"Maximum Special Tax"** means the maximum Special Tax, determined in accordance with Section C that can be levied by the Council in any Fiscal Year on any Assessor's Parcel.

**"Other Units"** means all Condominiums not classified as Residential Units or Commercial Units as shown on a condominium plan recorded in the Office of the County Recorder.

**"Other Commercial Property"** means all Taxable Property exclusive of Condominiums, Hotel Property, Apartment Property, and the Gondola Parcel for which a building permit has been issued as of the January 1 preceding the Fiscal Year for which the Special Tax is being levied but not prior to January 1, 2001.

**"Public Property"** means property within the boundaries of the CFD No. 2001-1 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way has been granted to the federal government, the State of California, the County, the Town, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

**"Residential Units"** mean all Condominiums designed for use for residential purposes as shown on a condominium plan recorded in the Office of the County Recorder and all Time Share Units.

**"Residual Parcel"** means Assessor's Parcel 33-041-05. However, if the aforementioned Assessor's Parcel is renumbered, consolidated, and/or then subdivided, the Residual Parcel shall be the subsequent Assessor's Parcel containing more Acreage attributable to 33-041-05 than any other subsequent Assessor's Parcel, or if a condominium plan is recorded on Assessor's Parcel 33-041-05, the Residual Parcel shall be the Commercial Unit with the greatest amount of Square Feet.

**"Special Tax"** means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement.

**"Square Feet"** means for Commercial Units, the square footage as indicated on the recorded condominium plan and for Other Commercial Property, means the total of the gross area of the floor surfaces within the exterior wall of the building, not including space devoted to stairwells, basement storage, required corridors, public restrooms, elevator shafts, light courts, vehicle parking and areas incident thereto, mechanical equipment incidental to the operation of such building, and covered public pedestrian circulation areas, including atriums, lobbies, plazas, patios, decks, arcades and similar areas, except such public circulation areas or portions thereof that are used solely for commercial purposes. The determination of Square Feet shall be made by reference to appropriate records kept by the Community Development Department.

**"Special Tax Requirement"** means (A) that amount with respect to the CFD No. 2001-1 determined by the Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) regularly scheduled debt service for the calendar year which commences in such Fiscal Year on any outstanding Bonds, (3) any amount required to replenish any reserve fund established in connection with Bonds, (4) for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year, (5) the costs of remarketing, credit enhancement and liquidity facility fees (including such fees for instruments that serve as the basis of a reserve fund in lieu of cash related to any such indebtedness), (6) directly for acquisition or construction of facilities eligible to be financed by the CFD No. 2000-1 under the Act; and less (B) available funds as directed under the Indenture.

**"Taxable Property"** means all property located within the boundaries of the CFD No. 2001-1 which is not exempt from the Special Tax pursuant to Section E below.

**"Time Share Unit"** means all Condominiums (i) designated for time share use as shown on a condominium plan recorded in the Office of the County Recorder or (ii) where a Condominium owner receives the right to the recurrent or exclusive use or occupancy of a Condominium annually or on some

other periodic basis, for a period of time that has been or will be allotted from the use or occupancy periods into which the Condominiums have been divided.

**"Town"** means the Town of Mammoth Lakes.

**"Undeveloped Property"** means all Taxable Property not classified as Developed Property or the Gondola Parcel.

**RESOLUTION NO. 25-**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, APPROVING THE ANNUAL REPORT FOR PROCEEDINGS FOR THE LEVY OF ASSESSMENTS WITHIN THE SPECIAL MAINTENANCE DISTRICT NORTH VILLAGE AREA BENEFIT ASSESSMENT DISTRICT NO. 2002-2, ZONE 1 FOR FISCAL YEAR 2025/26

The Town Council of the Town of Mammoth Lakes (the "Town") does resolve as follows:

**WHEREAS,** the Town Council of the Town of Mammoth Lakes (the "Town Council"), California, pursuant to the terms of the Benefit Assessment Act of 1982, Title 5 Division 2, of the California Government Code (commencing with Section 54703), Article XIII D of the Constitution of the State and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (collectively, hereafter referred to as the "Assessment Law") did, by previous resolution, establish the Benefit Assessment District designated as: North Village Area Benefit Assessment District No. 2002-2, Zone 1 (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, the Town has retained NBS for the purpose of assisting with the annual levy of the Maintenance District, and the preparation and filing of an annual report for the levy of assessments for the fiscal year commencing July 1, 2025 and ending June 30, 2026 within such Maintenance District; and

**WHEREAS**, there has now been presented to this Town Council the Fiscal Year 2025/26 Annual Report (the "Report") as required by the Assessment Law; and

**WHEREAS**, this Town Council has now carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in the Report; and

**WHEREAS**, the Town Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with the Assessment Law. All objections to the assessment, if any, will be considered by the Town Council. The Public Hearing will be held on **Wednesday April 16, 2025 at 4:00 pm** or as soon thereafter as is feasible in the Town Council Chambers, Suite Z located at 437 Old Mammoth Road, Mammoth Lakes, CA 93546. The Town Council further orders the Town Clerk to publish notice of this resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The above recitals are all true and correct.

2. The Report as presented consists of the following:

(a) Plans and specifications describing the general nature, location and extent of the improvements to be maintained and of the maintenance work.

(b) An estimate of the cost of maintenance of the improvements for the Maintenance District for Fiscal Year 2025/26.

(c) A diagram of the Maintenance District, showing the area and properties proposed to be assessed.

(d) An annual assessment for Fiscal Year 2025/26 of the estimated costs of the maintenance of those improvements to be maintained during such fiscal year, assessing the net amount upon all assessable lots and/or parcels within the Maintenance District in proportion to the special benefits received; together with a formula pursuant to which such annual assessment may be adjusted annually for inflation pursuant to the Assessment Law without the necessity for additional assessment ballot procedures.

(e) The Town Contribution for General Benefit funds will be applied to offset the cost of improvements for Fiscal Year 2025/26, resulting in $155,852 levy to the parcels in the Maintenance District.

3. The Report, as presented, is hereby approved, and is ordered to be filed in the Office of the Town Clerk of the Town Council as a permanent record and to remain open to public inspection.

4. The Town Clerk of the Town Council shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

**PASSED, APPROVED, AND ADOPTED this 19th day of March, 2025.**

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

# TOWN COUNCIL STAFF REPORT

Title: Adopt Resolution of Intention to Levy and Collect Annual Assessments within Assessment District 2014-1 (Mammoth View) for the Fiscal Year 2025/26, approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025

Meeting Date: March 19, 2025

Prepared by: Pam Smitheman, Assistant Engineer

---

## RECOMMENDATION:

Staff recommends that Town Council adopt the Resolution of Intention to levy and collect annual assessments within Assessment District 2014-1 (Mammoth View) for the Fiscal Year 2025/26, approving the Annual Report, and setting the time and place for the public hearing on April 16, 2025.

## BACKGROUND:

Each year at this time, the assessments against properties within Assessment District 2014-1 (Mammoth View) must be reevaluated to determine whether the annual funding is sufficient for the anticipated costs of public services needed in the upcoming fiscal year. The Improvement Act of 1911, under which the district was formed, requires a Resolution determining the amount be filed each year to determine and levy an annual assessment. This staff report recommends the adoption of a resolution approving the annual report in accordance with the Benefit Assessment Act of 1982 and the Improvement Act of 1911.

## ANALYSIS:

In Fiscal Year 2024/25 there were no maintenance projects done along Viewpoint Road. The Town has considered administration costs, a long-term pavement management program, snow removal, and other maintenance for Viewpoint Road and has determined that due to current fund balances and long-term needs, it is recommended that a levy of $6,000.00 be assessed in Fiscal Year 2025/26. The maximum allowable assessment for 2025/26 is $39,361.78 and the assessment being recommended is $6,000.00 since the existing fund balance has sufficient maintenance funds and only needs additional funds for administrative costs. A public hearing is required under the code sections for which the assessment is governed.

## FINANCIAL CONSIDERATIONS:

The Engineer's Report as prepared by NBS includes details for all Financial Considerations. In summary, the total district assessment is $6,000.00 for the 2025/26 fiscal year.

# TOWN OF MAMMOTH LAKES

*Fiscal Year 2025/26 Engineer's Report For:*

## Benefit Assessment District No. 2014-1 (Mammoth View)

**February 2025**

Prepared by:

NBS
helping communities fund tomorrow

nbsgov.com

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Temecula, CA 92592
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# 1. EXECUTIVE SUMMARY

**WHEREAS**, the Town Council of the Town of Mammoth Lakes (the "Town") previously established the Benefit Assessment District No. 2014-1 (Mammoth View) (the "District") in 2014 pursuant to the Benefit Assessment Act of 1982; and

**WHEREAS**, the Town desires to provide for the levy and collection of District assessments for the Fiscal Year 2025/26; and

**WHEREAS**, the Town has directed NBS to prepare and file an annual report describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements, a diagram showing the area and properties to be assessed, and an estimate of the costs of the maintenance, operations and servicing the improvements, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the following assessment, levied in accordance with the assessment methodology adopted and approved by the Town Council at the time of District formation, is made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

**SUMMARY OF ASSESSMENT**

| Description | Amount |
|---|---|
| Total District Budget | $6,000.00 |
| Less: Town General Benefit Contribution | 0.00 |
| Less: Additional Contribution | 0.00 |
| Plus: Contribution from District Funds | 0.00 |
| **Balance to Assessment** | **$6,000.00** |
| | |
| Total Special Benefit Points | 326.41 |
| | |
| **Fiscal Year 2025/26 Maximum Assessment Rate Per Special Benefit Point** | **$120.59** |
| | |
| **Fiscal Year 2025/26 Actual Assessment Rate Per Special Benefit Point** | **$18.38** |

# 2. PLANS AND SPECIFICATIONS

The District will provide for the ongoing maintenance, servicing, and administration of road, emergency access area, and sidewalk improvements all located within the public right-of-way and dedicated easements or the emergency access area within the boundaries of the District. The Mammoth View project developer and the Town funded and constructed the District improvements to be maintained.

## 2.1 Description of the Boundaries of the District

The District is located within the boundaries of the Town. The District is generally bounded by Main Street on the south, on the northeast by Alpine Circle, on the east by Mountain Boulevard, and on the west near Minaret Road. The District boundaries include the Mammoth View project and the Viewpoint condominiums, as well as the public improvements including Viewpoint Road, the emergency access area, and a portion of the Main Street sidewalks. The District will not provide maintenance and service activities to improvements located outside of the District boundaries.

Section 6 of this Engineer's Report provides an assessment diagram that more fully provides a description of the parcels within the District's boundaries.

## 2.2 Description of District Maintenance Activities

The improvements maintained by the District include Viewpoint Road, the Viewpoint condominium emergency access area located to the north of the Viewpoint condominiums, sidewalks fronting the District along Main Street, Mountain Boulevard, and Alpine Circle, and appurtenant facilities located throughout the District, which are of direct and special benefit to the parcels within the District. The District improvements are located within the street public rights-of-way and dedicated public easements or the emergency access area which are all within the boundaries of the District.

The District maintenance activities may include but are not limited to, all of the following: maintenance of Viewpoint Road and the emergency access area, including the emergency access area traffic control management device (e.g. gate), snow management, including the melting, removal, and hauling, summer sidewalk sweeping, hardscape and landscape maintenance, street lights, monument and directional sign maintenance, banner maintenance, and the upkeep, repair, removal or replacement of all or any part of any improvement. The District services include all necessary service, operations and administration required to keep the District improvements in an operational and satisfactory condition. Services provided include all necessary service, operations and administration required to keep the improvements in an operational and satisfactory condition. The District maintenance and services shall also include material, vehicle, equipment, capital improvements and administrative costs associated with the annual administration and operation of the District.

# 3. ESTIMATED COSTS

## 3.1 District Budget

The estimated costs of maintaining, servicing, and administering of the District improvements as described in Section 2 are outlined below. Each year, as part of the District assessment levy calculation process, the costs and expenses are reviewed, and the annual costs are projected for the following fiscal year.

The Fiscal Year 2025/26 estimated cost budget for maintaining, servicing, and administering the District improvements is shown in the following table:

| Description | Proposed Fiscal Year 2025/26 Costs |
|---|---|
| **Annual Maintenance Costs** | |
| Snow Management | $0.00 |
| Summer Sidewalk Sweeping | 0.00 |
| Landscape Maintenance | 0.00 |
| Street Maintenance | 0.00 |
| **Subtotal Annual Maintenance Costs** | **$0.00** |
| | |
| **Major Maintenance Costs** | |
| Slurry Seal – Accrual | $0.00 |
| Asphalt – Accrual | 0.00 |
| Landscape Improvements | 0.00 |
| **Subtotal Major Maintenance Costs** | **$0.00** |
| | |
| **Administration Costs** | |
| Personnel/Overhead/Consultant | $6,000.00 |
| **Subtotal Administration Costs** | **$6,000.00** |
| | |
| **Total District Budget** | **$6,000.00** |
| | |
| Less: Town General Benefit Contribution | $0.00 |
| Less: Additional Contribution | 0.00 |
| **District Property Owner Participation and Reserves** | **$0.00** |
| | |
| Less: Contribution from District Funds | $0.00 |
| | |
| **Fiscal Year 2025/26 District Assessment** | **$6,000.00** |

## 3.2 Definitions of Budget Items

The following definitions describe the services and costs included in the District budget:

### 3.2.1 MAINTENANCE COSTS

Snow Management: Includes the clearing and hauling of snow from the District improvements and sidewalks snowmelt expenses. The annual snow management budget is based upon a 200-inch snow year.

Summer Sidewalk Sweeping: Includes sweeping of the sidewalk improvements during the summer months.

Landscape Maintenance: Includes the required landscaping maintenance costs necessary for a contractor or Town staff member to maintain landscaped areas and irrigation; including aesthetic treatment and replacement of landscaping, as necessary.

Street Maintenance: Includes the required maintenance costs necessary for a contractor or Town staff to maintain the street improvements of Viewpoint Road and the emergency access area, including the power of streetlights, annual asphalt repair, striping of the road, maintenance of road signs, maintenance of retaining walls, maintenance of guard rails, curb, gutter, sidewalk, and sweeping, as necessary.

Slurry Seal - Accrual: Includes the accrual for costs to provide for periodic asphalt sealing of the street improvements within the District. The asphalt sealing has a finite life expectancy and will need to be completed approximately every six years in the future.

Asphalt - Accrual: Includes the cost to provide for periodic asphalt replacement of the street improvements within the District. The asphalt has a finite life expectancy and will need to be replaced approximately every 15 years in the future.

Fog seal – Accrual: Includes the accrual for costs to provide for periodic fog seal treatment of the asphalt of the street improvements within the District. The asphalt fog seal has a finite life expectancy and will need to be completed approximately every three years. Every six years the asphalt will be slurry sealed, rather than fog sealed.

### 3.2.2 ADMINISTRATION COSTS

Personnel/Overhead/Consultant: This item includes the cost to all particular departments and staff of the Town, and consultants for providing the administration, coordination and management of District services, operations, and incidental expenses related to the District. This item also includes creation of an annual engineer's report, resolutions and placing the assessment amounts onto the Mono County (the "County") tax roll each year, along with responding to any public inquiries.

### 3.2.3 GENERAL BENEFIT

Town Contribution for General Benefit: The Town contributes 2.52% of the direct annual maintenance cost.

Additional Contribution: In addition to the general benefit contribution, the Town is providing additional contributions to the District when funds are provided from the Gas Tax Fund for services provided in the District.

# 4. SPECIAL AND GENERAL BENEFIT

Pursuant to Article XIIID, all parcels that receive a special benefit conferred upon them as a result of the maintenance of the improvements shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the maintenance of the improvements. The Benefit Assessment District Act of 1982, commencing with Section 54703 of the Government Code, permits the establishment of assessment districts by local agencies for the purpose of providing services which benefit individual properties for those services which confer special benefit upon the properties to which the services are being provided.

Section 54711(1) of the Benefit Assessment District Act of 1982 requires that assessments must be levied according to benefit, this Section states:

"*The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service.*"

Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Examples of parcels exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, and public parkways.

Furthermore, Proposition 218 requires that the Town separate the general benefit from special benefit, so that only special benefit may be assessed to properties within the District.

## 4.1 Identification of Benefit

The ongoing maintenance, servicing and operation of the District improvements will provide benefits to both those properties within the District boundaries and to the community as a whole. The snow cleared and year-round maintained improvements will provide an increased level of access for residents, guests, and emergency vehicles, and will also provide a safety benefit to property and people throughout the District. The following benefits will be provided as a result of the District maintenance activities:

Viewpoint Road Access

- The maintenance activities will provide for clear and safe vehicular access to and from those District properties accessed via Viewpoint Road.
- An improved and maintained Viewpoint Road, which meets the Town's standards for maintenance, allows for more efficient and improved access to property by emergency service providers in the event of a fire, medical emergency, or natural disaster.
- Viewpoint Road does not include sidewalks, therefore, a snow cleared and maintained road will provide safe pedestrian passage from properties accessed from Viewpoint Road to sidewalks located along Main Street.
- The snow cleared and maintained Viewpoint Road will minimize the number of vehicular accidents and pedestrian trip and fall occurrences potentially occurring along Viewpoint Road.

Emergency Access Area

- The maintained emergency access area will improve the access and potentially the response times to properties served by this alternative access point by emergency service providers in the event of a fire, medical emergency, or natural disaster.
- Regular maintenance and repairs to the emergency access area will ensure that this access area does not reach a state of deterioration or disrepair so as to be materially detrimental to properties that are serviced by this emergency access point.

Pedestrian Safety

- The maintained sidewalks will provide for clear and safe access to and from District properties, as well as provide for safe pedestrian passage through the District.
- The snow cleared and maintained sidewalk improvements will minimize the number of future trip and fall occurrences potentially occurring on sidewalks within the District.
- Well-maintained sidewalks provide a separation between vehicle and pedestrian as well as property and pedestrian, which provides a safety benefit for both property and pedestrian. The U.S. Department of Transportation Federal Highway Administration (FHWA, n.d.) notes that annually, around 4,500 pedestrians are killed in traffic crashes with motor vehicles in the United States. Pedestrians killed while "walking along the roadway" account for almost 8 percent of those deaths. Providing safe walkways separated from the travel lanes could help to prevent up to 88 percent of these "walking along roadway" crashes (FHWA, n.d.).

As a result of the collective improvements being maintained, the overall livability of the District will increase. Livability encompasses several qualities and characteristics that are unique to a specific area. The Victoria Transport Policy Institute (2011) expands on the concept of livability and the various benefits associated with that designation:

*"The livability of an area increases property desirability and business activity. Livability is largely affected by conditions in the public realm, places where people naturally interact with each other and their community, including streets, parks, transportation terminals and other public facilities. Livability also refers to the environmental and social quality of an area as perceived by employees, customers, and visitors. This includes local environmental conditions, the quality of social interactions, opportunities for recreation and entertainment, aesthetics, and existence of unique cultural and environmental resources."*

## 4.2 Separation of General Benefit

Section 4 of Article XIIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the maintenance activities to be provided by the assessments levied. The improvements to be maintained by the District will be constructed and located within the District boundaries only. There will be no District maintenance activities provided for improvements located outside of the District boundaries.

The maintained improvements will provide benefits to the property within the District, but it is recognized that the ongoing District maintenance activities will also provide a level of benefit to those passing through the District to access property outside of the District. Traffic from property within and outside of the District as well as individuals passing through the District area will be able to utilize the maintained improvements to not only access property located within a close proximity to the District, but also property located outside of the District. Therefore, the general benefit created as a result of the District maintenance activities has been considered.

## 4.3 Quantification of General Benefit

In order for property within the District to be assessed only for that portion of special benefit received from the District maintenance activities, the general benefit provided by the ongoing maintenance of the improvements needs to be quantified. The amount of general benefit that is provided from the District maintenance activities cannot be funded via property owner assessments within the District.

### 4.3.1 VIEWPOINT ROAD ACCESS GENERAL BENEFIT

From a visual inspection of the layout of Viewpoint Road within the District one must conclude that the purpose of Viewpoint Road is exclusively intended for the benefit of accessing property. Viewpoint Road is not a through street and, therefore, does not provide a direct means of traveling from one place to another such that one would reasonably expect a driver to purposefully choose Viewpoint Road as the best route for travel through the Town unless that travelled route began or ended with a parcel accessed from Viewpoint Road. A route beginning or ending with a parcel accessed from Viewpoint Road does not include the "general public" for purposes of determining general benefit. Given the location of Viewpoint Road to Main Street, there are bound to be drivers that will make limited use of Viewpoint Road. Drivers may accidentally turn onto Viewpoint Road in search of a property that is not located off of Viewpoint Road or drivers may potentially use Viewpoint Road to turn off of Main Street with the intent of turning around or going back from where they came. This potential traffic traveling along Viewpoint Road would be considered to be of general benefit. As expressed by the Court in Beutz v. County of Riverside (2010), "... courts of this state have long recognized that virtually all public improvement projects provide general benefits." A conservative estimate of 1.00% is assigned as the general benefit portion of the benefits resulting from the maintenance activities related to Viewpoint Road. Therefore, the general benefit provided by the ongoing maintenance of Viewpoint Road is 1.00% and the special benefit provided by the ongoing maintenance is estimated to be 99.00%.

| | |
|---|---|
| **Viewpoint Road Access General Benefit** | **1.00%** |

### 4.3.2 EMERGENCY ACCESS AREA GENERAL BENEFIT

Based on the intended purpose of the emergency access area within the District one must conclude that the purpose of emergency access area is exclusively intended for the benefit of property accessed via this area. The emergency access area is not a normal route of travel and is intended to be used by emergency vehicles that need to access property in case of an emergency. However, there may be a minimal level of pedestrian traffic that utilizes the emergency access area to pass through the District for recreational purposes or to access property outside of the District. Again, as expressed by the Court in Beutz v. County of Riverside (2010), "... courts of this state have long recognized that virtually all public improvement

projects provide general benefits." A conservative estimate of 1.00% is assigned as the general benefit portion of the benefits resulting from the District maintenance of the emergency access area. Therefore, the general benefit provided by the ongoing maintenance of emergency access area is 1.00% and the special benefit is estimated to be 99.00%.

| | |
|---|---|
| **Emergency Access Area General Benefit** | **1.00%** |

### 4.3.3 PEDESTRIAN SAFETY GENERAL BENEFIT

As a result of the District maintenance activities, there will be a level of general benefit to pedestrians and others who do not reside within the District. There will be pedestrian traffic generated from property outside of the District that will utilize the maintained sidewalks in order to pass through the District and access property located outside of the District boundaries. In addition to accessing property located outside of the District, there will also be a level of pedestrian activity that will utilize the maintained sidewalks for leisure and fitness activities. Pedestrians will incorporate the maintained and safe sidewalks into their leisure and fitness routines, thus making the sidewalks serve as a pass-through portion of their overall route traveled. The benefit provided to property and pedestrians, as a result of the maintained sidewalks serving as a pass-through corridor, needs to be quantified.

According to the U.S. Census Bureau (2010), the Town has a permanent resident population of approximately 8,234. However, the Town attracts a significant number of tourists and according to the Town's Pedestrian Master Plan, adopted April 16, 2014, (TOML, 2014) during peak tourist season the Town's population can increase to as many as 35,000 people. The Town's 2007 General Plan (TOML, 2007) identifies that the non-permanent residential units accommodate 4 persons per unit on average. Based on this average person per unit size for the Town and considering there are 162 residential units within the District, there are approximately 648 people that could reside within the District boundaries at peak tourist season.

| Population Area | Population |
|---|---|
| Peak Tourist Season Town Population | 35,000 |
| Peak Tourist Season District Population [(1)] | 648 |

(1) Based on 162 District residential units multiplied by 4.0 persons per unit.

In order to determine the utilization of the sidewalks within the Town and District, data from the Summary of Travel Trends, 2009 National Household Travel Survey (NHTS) prepared by the U.S. Department of Transportation Federal Highway Administration (FHWA, 2011) was used, including the analysis of the number of person trips by various modes of transportations such as private vehicle, transit, walking or some other means of transportation. According to the Mountain Division data extracted from the 2009 NHTS database, of the annual 29,017 (in millions) total person trips, 2,663 (in millions) or 9.17% of those person trips were made by using walking as their mode of transportation (FHWA, 2011). Applying this percentage, to the populations listed above, the following table provides the number of persons that would utilize walking as the typical mode of transportation during the Town's peak tourist season:

| Population Area | Population | Population w/Walking as Typical Mode of Transportation [1] |
|---|---|---|
| Peak Tourist Season Town Population | 35,000 | 3,212 |
| Peak Tourist Season District Population | 648 | 59 |

(1) Population multiplied by 9.17%.

To further quantify the non-District population that uses walking as the mode of transportation, the District population needs to be excluded from the total population figure of 3,212 identified above. Therefore, the adjusted population, located outside of the District boundaries, that uses walking as the mode of transportation is 3,153 people.

| Population Area | Population | Population w/Walking as Mode of Transportation [1] |
|---|---|---|
| Peak Tourist Season Town Population | 35,000 | 3,212 |
| Less District Boundary Population | (648) | (59) |
| **Non-District Population Totals:** | **34,352** | **3,153** |

(1) Population multiplied by 9.17%.

In order to obtain a better picture of the overall level of general benefit provided by the maintained District sidewalk improvements, the pedestrian traffic that utilizes walking as the mode of transportation that will seek out and use the sidewalks within the District's boundaries, but reside outside of the District, must be considered. The 2009 NHTS further details the purposes of the 2,663 (in millions) reported Mountain Division walking trips. Based on the residential/lodging property types within the District, people outside of the District would utilize the District sidewalks for the following reasons: shopping, dining, errands, walk to school, day care or religious activity, personal/family business, and appointments, social or recreational activities, and other.

The following table details the number of walking trips, based on the 2009 NHTS study, for each of the activities that are the most likely reasons people outside of the District would use the sidewalk improvements within the District:

| Trip Purpose | Number of Walking Trips (in millions) |
|---|---|
| Shopping/Dining/Errands | 529 |
| School/Daycare/Religious activity | 135 |
| Personal/Family Business | 173 |
| Social/Recreational | 709 |
| Do not know/Other | 69 |
| **Total** | **1,615** |

Of the total number of walking trips reported in the 2009 NHTS, 1,615 (in millions) or 60.65% are for purposes that persons outside of the District would utilize the sidewalk improvements within the District. Applying this percentage (60.65%) to the number of people using walking as their mode of transportation

and that reside outside of the District (3,153), but use the sidewalks within the District, there are approximately 1,912 people using the maintained sidewalks to engage in general benefit activity.

| Description | Population |
|---|---|
| Non-District population utilizing walking as the typical mode of transportation | 3,153 |
| % of 2009 NHTS walking trips representing activities outside of the District | 60.65% |
| Non-District population engaging in general benefit activities | 1,912 |

The number of persons engaging in general benefit activities represents 5.57% of the Town's total peak tourist season population, of 34,352 previously identified above, and is therefore considered to be District general benefit.

| | |
|---|---|
| **Sidewalk General Benefit** | **5.57%** |

Therefore, the general benefit provided by the ongoing maintenance of the District sidewalks is 5.57% and the special benefit is estimated to be 94.43%.

### 4.3.4 COLLECTIVE GENERAL BENEFIT

Since the District is comprised of benefits resulting from a blend of maintained improvements (Viewpoint Road, emergency access area, and sidewalks), the activity of both pedestrians and vehicles must be addressed in a collective form rather than independently. Therefore, the arithmetic mean of the general benefit percentages has been used to quantify the overall level of general benefit for the District.

This general benefit result is provided in the table below:

| | |
|---|---|
| Viewpoint Road Access General Benefit | 1.00% |
| Emergency Access Area General Benefit | 1.00% |
| Pedestrian Safety General Benefit | 5.57% |
| **Total District General Benefit** | **2.52%** |

The general benefit, which is the percentage of the total maintenance budget that must be funded through sources other than assessments, is 2.52%. The special benefit then, which is the percentage of the maintenance budget that may be funded by assessments, is 97.48%.

## 4.4 Apportioning of Special Benefit

As outlined above, each of the parcels within the District is deemed to receive special benefit from the ongoing District maintenance activities. Each parcel that has a special benefit conferred upon it as a result of the ongoing District maintenance activities is identified and the proportionate special benefit derived by each identified parcel is determined in relationship to the District maintenance costs.

The District is comprised of two primary developments: Viewpoint condominiums and the Mammoth View project. However, the Mammoth View project can be further allocated into two categories: The Summit

properties and the Basecamp properties. The Summit properties include the 12 condominium units and 28 condominium cabin units that are accessed from Viewpoint Road. The Basecamp properties include the 12 condominium units and the hotel that are accessed from Mountain Boulevard and Alpine Circle.

### 4.4.1 BENEFIT POINTS ASSIGNMENT

**Viewpoint Road Access Benefit Points Assignment:** Viewpoint Road serves as the primary access point for the Viewpoint condominiums and the Summit properties. Vehicles and pedestrians will travel the entire length of the maintained Viewpoint Road to access the Summit properties. To account for the benefit that the Summit properties receive from having the entire length of Viewpoint Road maintained by the District, Summit properties are assigned 1.0 benefit point. However, access to the Viewpoint condominiums only requires vehicles and pedestrians to travel approximately 351 feet of the total 525-foot Viewpoint Road. Since the Viewpoint condominiums utilize approximately 65% of the maintained Viewpoint Road, they are assigned 0.65 benefit points for the benefits received from that portion of the maintained Viewpoint Road used to access their properties. There is no vehicular access from Viewpoint Road to the Basecamp properties. However, pedestrian traffic from the Basecamp properties has been considered. The Mammoth View project is designed, and has pedestrian walkways, for residents and guests to use the various amenities located throughout the entire project. Pedestrians may utilize these walkways to access Viewpoint Road to in order to travel outside of the District via Viewpoint Road. To recognize the potential pedestrian traffic along Viewpoint Road from the Basecamp properties, 0.25 benefit points are assigned to Basecamp properties for the benefit received from the Viewpoint Road maintenance activities. Common areas located throughout the Viewpoint condominiums and Mammoth View project are deemed to receive no benefit from the Viewpoint Road maintenance activities. The following table provides the benefit points assigned to the property location classifications within the District.

| Property Location Classification | Viewpoint Road Access Benefit Point Assignment |
|---|---|
| Summit Properties | 1.00 |
| Basecamp Properties | 0.25 |
| Viewpoint Condominiums | 0.65 |
| District-wide Common Areas | 0.00 |

**Emergency Access Area Benefit Points Assignment:** The emergency access area serves as the secondary emergency access point primarily for the Viewpoint condominiums should residents and emergency vehicles be prevented from accessing the Viewpoint condominiums via Viewpoint Road. A well-maintained and easily accessed emergency corridor will provide a quick and efficient route for emergency vehicles to access the Viewpoint condominium properties. To recognize the benefit from having a year-round maintained emergency access area, Viewpoint condominiums are assigned 1.0 benefit point. While the emergency access area is designed to serve the Viewpoint condominiums it also provides benefit to both the Summit properties and the Basecamp properties. Due to the location of the Summit properties, it would be difficult for large emergency vehicles to access the Summit properties via the emergency access area. However, smaller emergency vehicles could access the Summit properties and provide emergency services, if needed. Further, the Summit properties' residents can utilize the Mammoth View project's walkways to vacate the Summit properties area and relocate over to the Basecamp properties area.

Therefore, to recognize the reduced benefit that the Summit properties receive from the emergency access area compared to the Viewpoint condominiums' benefit received, 0.75 benefit points have been assigned. There is no vehicular access for smaller emergency vehicles to drive to the Basecamp properties from the emergency access area. However, the Basecamp properties are located at a lower elevation than the Summit properties. This lower elevation would allow for fire services to battle fires and provide emergency assistance from the higher Summit properties position. Further, emergency personnel could access the Basecamp properties on foot from the Summit properties area by utilizing the Mammoth View project's walkways. To account for this limited benefit received from the emergency access area, the Basecamp properties are assigned 0.25 benefit points. Common areas located throughout the Viewpoint condominiums and Mammoth View project are deemed to receive no benefit from the emergency access area maintenance activities.

The following table provides the benefit points assigned to the property location classifications within the District.

| Property Location Classification | Emergency Access Area Benefit Point Assignment |
|---|---|
| Summit Properties | 0.75 |
| Basecamp Properties | 0.25 |
| Viewpoint Condominiums | 1.00 |
| District-wide Common Areas | 0.00 |

**Pedestrian Safety Benefit Points Assignment:** The maintained District sidewalks are located along Main Street, Mountain Boulevard, and Alpine Circle. People from the Basecamp properties can quickly and conveniently access the sidewalks from several area locations along Mountain Boulevard and Alpine Circle. To account for the close proximity to the sidewalks and convenience for these properties to access the maintained sidewalks, Basecamp properties are assigned 1.0 benefit point. Access to the sidewalks from the Summit properties requires residents to either travel along Viewpoint Road or first travel the Mammoth View project walkways to access the sidewalks. Since the Summit properties have a greater distance to travel prior to reaching the District sidewalks and have access to the sidewalks via two different points of similar distance, 0.50 benefit points are assigned. Given the location of the District sidewalks and the proximity of those sidewalks from the Viewpoint condominiums, residents will most likely access the sidewalks via Viewpoint Road instead of traveling the additional distance through the Summit properties and Basecamp properties. Therefore, to account for this single access point to the maintained District sidewalks, Viewpoint condominiums are assigned 0.25 benefit points. Common areas located throughout the Viewpoint condominiums and Mammoth View project are deemed to receive no benefit from the sidewalk maintenance activities. The following table provides the benefit points assigned to the property location classifications within the District.

| Property Location Classification | Pedestrian Safety Benefit Point Assignment |
|---|---|
| Summit Properties | 0.50 |
| Basecamp Properties | 1.00 |
| Viewpoint Condominiums | 0.25 |
| District-wide Common Areas | 0.00 |

By adjusting the total benefit points for each property location classification set forth above by parcel factors, a more complete picture of the proportional special benefits received by each parcel within the District is presented.

The following table provides a summary of the special benefit points assigned to each property location classification within the District.

| Property Location Classification | Viewpoint Road Access Benefit Point Assignment | Emergency Access Area Benefit Point Assignment | Pedestrian Safety Benefit Point Assignment | Total Benefit Point Assignment |
|---|---|---|---|---|
| Summit Properties | 1.00 | 0.75 | 0.50 | 2.25 |
| Basecamp Properties | 0.25 | 0.25 | 1.00 | 1.50 |
| Viewpoint Condominiums | 0.65 | 1.00 | 0.25 | 1.90 |
| District-wide Common Areas | 0.00 | 0.00 | 0.00 | 0.00 |

### 4.4.2 PARCEL FACTORS

The Town of Mammoth Lakes Travel Model Final Report (LSC, 2011) identified trip rates for various land use types throughout the Town. Of those land use types, there are three land use types within the District: Residential High-Density (MF) – Visitor, Resort Hotel – Visitor, and Retail/Commercial. The Residential High-Density (MF) – Visitor land use type includes all of the Viewpoint condominiums, the Mammoth View townhouse condominium units, and the Mammoth View condominium cabin units. The Resort Hotel – Visitor land use type includes the 54 rooms within Mammoth View hotel. There was not a specific land use type category for restaurants. For purposes of this analysis, the property designated for restaurant use is considered to be Retail/Commercial. According to the report, the three land use types have the following trips per day assigned.

| Land Use Type | Trips per Day | Per |
|---|---|---|
| Residential High-Density (MF) – Visitor | 11.50 | Unit |
| Resort Hotel – Visitor | 12.00 | Unit |
| Retail/Commercial | 60.20 | 1,000 Square Feet |

Utilizing the Residential High-Density (MF) – Visitor land use type as our base parcel factor of 1.00, the remaining parcel factors can be assigned based upon the approximate proportional relationship to the base parcel factor.

| Land Use Type | Parcel Factor | Per |
|---|---|---|
| Residential High-Density (MF) – Visitor | 1.00 | Unit |
| Resort Hotel – Visitor | 1.00 | Room |
| Retail/Commercial | 5.20 | 1,000 Square Feet |

The average building square footage for the Residential High-Density (MF) – Visitor units is approximately 1,000 square feet. Therefore, there were no additional adjustments needed for the Retail/Commercial land use type obtain a proportional relationship Residential High-Density (MF) – Visitor land use type.

### 4.4.3 TOTAL SPECIAL BENEFIT POINTS CALCULATION

The formula below shows the total special benefit points calculation for each parcel within the District:

Parcel's Total Special Benefit Points = Property Location Classification Total Benefit Point Assignment X Parcel Factor

### 4.4.4 DATA CONSIDERATIONS AND PARCEL CHANGES

The use of the latest Assessor's Secured Roll information has been and shall be used in the future as the basis in determining each parcel's land use and building square footage, unless better data was or is available to the Town. In addition, if any parcel within the District is determined by the Assessment Roll to be an invalid parcel number, the land use and building square footage of the subsequent valid parcel(s) shall serve as the basis in assigning special benefit points.

### 4.4.5 TOTAL SPECIAL BENEFIT POINTS

The total special benefit points for the District at this time are 326.41. The total special benefit points are summarized as follows:

| Property Location Classification | Unit Count [1] | Total Benefit Point Assignment | Parcel Factor [2] | Total Special Benefit Points |
|---|---|---|---|---|
| Summit Properties | 40 | 2.25 | 1.00 | 90.00 |
| Basecamp Properties - Residential | 66 | 1.50 | 1.00 | 99.00 |
| Basecamp Properties - Retail/ Commercial | 3,976 | 1.50 | 5.20 | 31.01 |
| Viewpoint Condominiums | 56 | 1.90 | 1.00 | 106.40 |
| District-wide Common Areas | N/A | 0.00 | 0.00 | 0.00 |
| **Total Special Benefit Points:** | | | | **326.41** |

(1) The Basecamp Properties – Retail/Commercial unit count represents total building square footage.
(2) The Retail/Commercial parcel factor is per 1,000 building square feet.

Section 6 of this Engineer's Report provides a detailed special benefit points breakdown for each parcel in the District.

# 5. METHOD OF ASSESSMENT

## 5.1 Method of Assessment Spread

The method of assessment is based upon a formula that assigns the special benefit to each parcel. The formulas below provide a summary of the annual assessment calculation for each parcel in the District.

| (A) Parcel's Total Special Benefit Points | = | (B) Property Location Classification Total Benefit Point Assignment | X | (C) Parcel Factor |
|---|---|---|---|---|

| (B) Property Location Classification Total Benefit Point Assignment | = | Viewpoint Road Access Benefit Points | + | Emergency Access Area Benefit Points | + | Pedestrian Safety Benefit Points |
|---|---|---|---|---|---|---|

| | | | |
|---|---|---|---|
| (C) Parcel Factor | Residential High-Density (MF) – Visitor | = | 1.00 per Unit |
| | Resort Hotel – Visitor | = | 1.00 per Room |
| | Retail/Commercial | = | 5.20 per 1,000 Square Feet |

| Parcel's Maximum Allowable Assessment [1] | = | Maximum Assessment Rate | x | (A) Parcel's Total Special Benefit Points |
|---|---|---|---|---|

| Parcel's Actual Assessment | = | Actual Assessment Rate | x | (A) Parcel's Total Special Benefit Points |
|---|---|---|---|---|

(1) Subject to a cost-of-living inflator.

## 5.2 Cost of Living Inflator

The original assessment formula states each fiscal year, beginning Fiscal Year 2015/16, the maximum allowable assessment amount may be increased by the lesser of 2.00% or the annual calendar year percentage change in the Consumer Price Index published by the U.S. Bureau of Labor Statistics for all Urban Consumers in the Los Angeles-Riverside-Orange County Area ("CPI"). If for any reason the percentage change is negative the maximum allowable assessment would not be decreased by reason of such negative percentage change and would remain at the amount as computed on the previous fiscal year regardless of any CPI adjustment. If operating costs are such that the maximum assessment amount is not needed, the Town would levy only what is needed for that year. In January 2018, the Bureau of Labor Statistics (BLS) updated their geographic areas for computing CPI. Previously, the Los Angeles-Riverside-Orange County index was made up of Los Angeles, Orange, Riverside, San Bernardino, and Ventura

counties. The BLS split this index into two areas; one that represents Los Angeles and Orange counties (Los Angeles-Long Beach-Anaheim) and another that represents Riverside and San Bernardino counties (Riverside-San Bernardino-Ontario). The Town chose to use the Annual Los Angeles-Long Beach-Anaheim CPI for the calendar year for future calculations.

The annual calendar year percentage change in the CPI applicable to the Fiscal Year 2025/26 assessment is 3.29%. Therefore, the cost-of-living inflator for Fiscal Year 2025/26 is 2.00%.

## 5.3 Assessment Budget

In order to assess the parcels within the District for the special benefits received from the ongoing District maintenance activities, the general and special benefits must be separated. As previously quantified, the general benefit received from the District maintenance activities is 2.52%. Accordingly, 97.48% of the benefits from the District maintenance activities are considered to provide special benefits to the properties within the District and thus could be subject to assessment therein.

### 5.3.1 MAXIMUM ASSESSMENT RATE PER SPECIAL BENEFIT POINT

The initial maximum assessment rate per special benefit point for the District was established in the Fiscal Year 2014/15 with the maximum assessment of $99.15 per Special Benefit Point. After applying the annual cost of living inflator, the maximum assessment rate per special benefit point for Fiscal Year 2025/26 is $120.59.

The following table is a historical representation of the maximum assessment rate:

| Fiscal Year | Maximum Assessment Rate |
|---|---|
| 2015/16 | $100.48 |
| 2016/17 | 101.39 |
| 2017/18 | 103.31 |
| 2018/19 | 105.37 |
| 2019/20 | 107.48 |
| 2020/21 | 109.63 |
| 2021/22 | 111.41 |
| 2022/23 | 113.64 |
| 2023/24 | 115.91 |
| 2024/25 | 118.23 |
| 2025/26 | 120.59 |

### 5.3.2 ACTUAL ASSESSMENT RATE PER SPECIAL BENEFIT POINT

The actual assessment rate per special benefit point is calculated by dividing the total actual cost estimate to be levied in Fiscal Year 2025/26 by the total special benefit points assigned to the parcels in the District. The following formula provides the actual assessment rate per special benefit point calculation:

**Total Actual Cost Estimate to be levied / Total Special Benefit Points =**
**Actual Assessment Rate per Special Benefit Point**

**$6,000.00 / 326.41 = $18.38**

# 6. APPENDICES

**Assessment Diagram** **A**

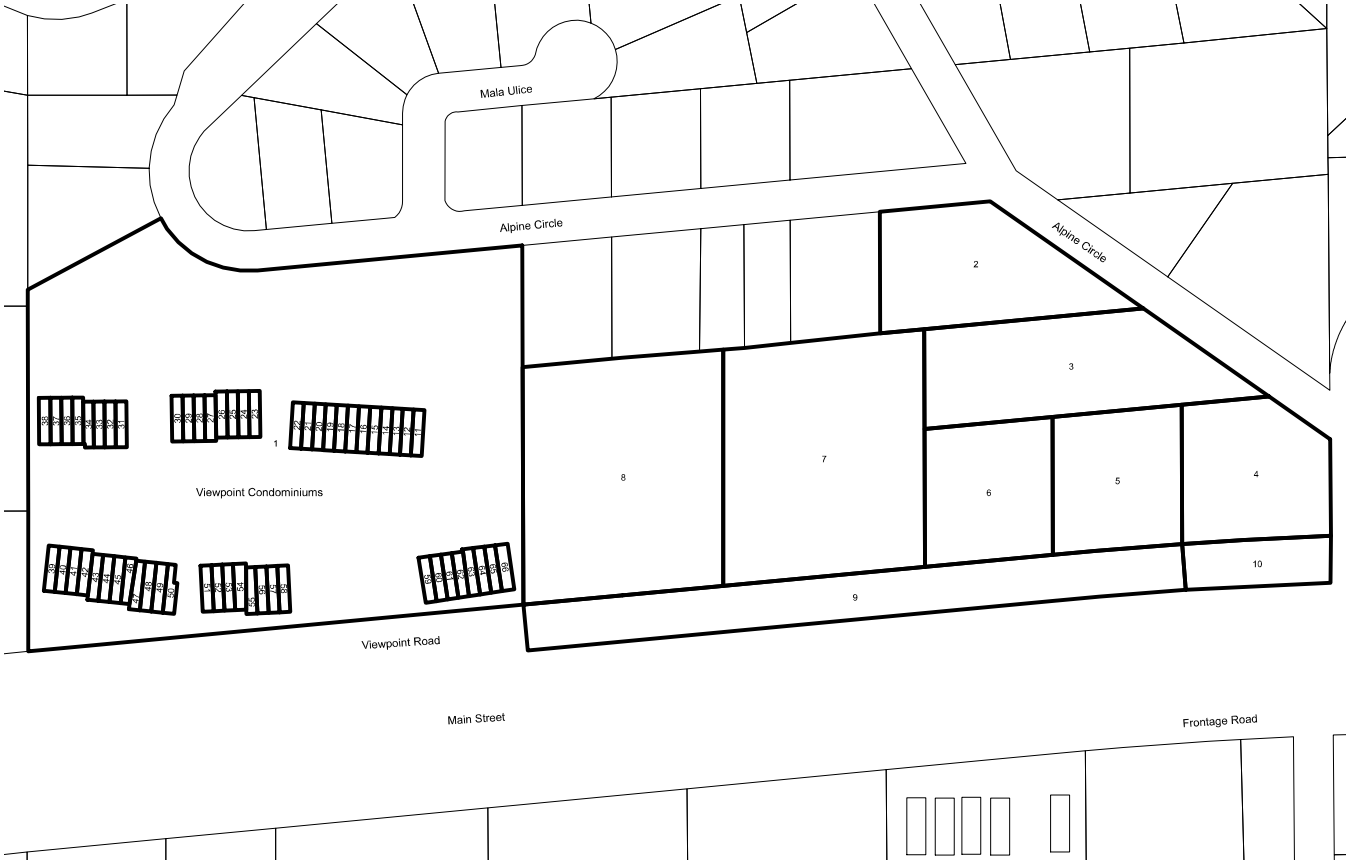
**Assessment Roll** **B**

## 6.1 Appendix A – Assessment Diagram

An Assessment Diagram for the District is shown on the following page. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor, at the time this report was prepared, and are incorporated by reference herein and made part of this report.

# ASSESSMENT DIAGRAM
# TOWN OF MAMMOTH LAKES
# BENEFIT ASSESSMENT DISTRICT NO. 2014-1
# (MAMMOTH VIEW)

**TOWN OF MAMMOTH LAKES**
**COUNTY OF MONO**
**STATE OF CALIFORNIA**







FILED IN THE OFFICE OF THE TOWN CLERK OF THE TOWN OF MAMMOTH LAKES THIS _____ DAY OF _____, 2014.

_____
TOWN CLERK
TOWN OF MAMMOTH LAKES
MONO COUNTY, CALIFORNIA

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE TOWN OF MAMMOTH LAKES THIS _____ DAY OF _____, 2014.

_____
SUPERINTENDENT OF STREETS/
PUBLIC WORKS DIRECTOR
TOWN OF MAMMOTH LAKES
MONO COUNTY, CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE TOWN COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 2014; THE ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE TOWN OF MAMMOTH LAKES ON THE _____ DAY OF _____, 2014. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

_____
TOWN CLERK
TOWN OF MAMMOTH LAKES
MONO COUNTY, CALIFORNIA

FILED THIS _____ DAY OF _____, 2014, AT THE HOUR OF _____ O'CLOCK __M, IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONO, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF MONO, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF MONO, STATE OF CALIFORNIA.

| APN | Assessment ID |
|---|---|
| 033-010-021-000 | 1 |
| 033-082-006-000 | 2 |
| 033-082-007-000 | 3 |
| 033-082-008-000 | 4 |
| 033-082-009-000 | 5 |
| 033-082-010-000 | 6 |
| 033-082-011-000 | 7 |
| 033-082-012-000 | 8 |
| 033-082-013-000 | 9 |
| 033-082-014-000 | 10 |
| 373-001-000-000 | 11 |

| APN | Assessment ID |
|---|---|
| 373-002-000-000 | 12 |
| 373-003-000-000 | 13 |
| 373-004-000-000 | 14 |
| 373-005-000-000 | 15 |
| 373-006-000-000 | 16 |
| 373-007-000-000 | 17 |
| 373-008-000-000 | 18 |
| 373-009-000-000 | 19 |
| 373-010-000-000 | 20 |
| 373-011-000-000 | 21 |
| 373-012-000-000 | 22 |

| APN | Assessment ID |
|---|---|
| 373-013-000-000 | 23 |
| 373-014-000-000 | 24 |
| 373-015-000-000 | 25 |
| 373-016-000-000 | 26 |
| 373-017-000-000 | 27 |
| 373-018-000-000 | 28 |
| 373-019-000-000 | 29 |
| 373-020-000-000 | 30 |
| 373-021-000-000 | 31 |
| 373-022-000-000 | 32 |
| 373-023-000-000 | 33 |

| APN | Assessment ID |
|---|---|
| 373-024-000-000 | 34 |
| 373-025-000-000 | 35 |
| 373-026-000-000 | 36 |
| 373-027-000-000 | 37 |
| 373-028-000-000 | 38 |
| 373-029-000-000 | 39 |
| 373-030-000-000 | 40 |
| 373-031-000-000 | 41 |
| 373-032-000-000 | 42 |
| 373-033-000-000 | 43 |
| 373-034-000-000 | 44 |

| APN | Assessment ID |
|---|---|
| 373-035-000-000 | 45 |
| 373-036-000-000 | 46 |
| 373-037-000-000 | 47 |
| 373-038-000-000 | 48 |
| 373-039-000-000 | 49 |
| 373-040-000-000 | 50 |
| 373-041-000-000 | 51 |
| 373-042-000-000 | 52 |
| 373-043-000-000 | 53 |
| 373-044-000-000 | 54 |
| 373-045-000-000 | 55 |

| APN | Assessment ID |
|---|---|
| 373-046-000-000 | 56 |
| 373-047-000-000 | 57 |
| 373-048-000-000 | 58 |
| 373-049-000-000 | 59 |
| 373-050-000-000 | 60 |
| 373-051-000-000 | 61 |
| 373-052-000-000 | 62 |
| 373-053-000-000 | 63 |
| 373-054-000-000 | 64 |
| 373-055-000-000 | 65 |
| 373-056-000-000 | 66 |

0 0.0075 0.015 0.03 0.045
Miles

**Legend**

N
W E
S

District Parcels
Surrounding Parcels

Prepared by:
NBS

## 6.2 Appendix B – Assessment Roll

The assessment roll is a listing of the assessment apportioned to each lot or parcel, as shown on the last equalized roll of the County Assessor. The following tables summarize the assessments for the District:

| Property Land Use Type | Total Special Benefit Points | FY 2025/26 Maximum Allowable Assessment Rate [1] | Total FY 2025/26 Maximum Assessment |
|---|---|---|---|
| Viewpoint Condominiums | 106.40 | $120.59 | $12,830.78 |
| Summit Properties | 90.00 | 120.59 | 10,853.10 |
| Basecamp Properties | 130.01 | 120.59 | 15,677.91 |
| Common Area | 0.00 | 120.59 | 0.00 |
| **Total [2]** | **326.41** | | **$39,361.79** |

(1) Per Special Benefit Point
(2) Totals may be slightly off due to rounding.

| Property Land Use Type | Total Special Benefit Points | FY 2025/26 Actual Assessment Rate [1] | Total FY 2025/26 Actual Assessment |
|---|---|---|---|
| Viewpoint Condominiums | 106.40 | $18.38 | $1,955.63 |
| Summit Properties | 90.00 | 18.38 | 1,654.20 |
| Basecamp Properties | 130.01 | 18.38 | 2,389.58 |
| Common Area | 0.00 | 18.38 | 0.00 |
| **Total [2]** | **326.41** | | **$5,999.41** |

(1) Per Special Benefit Point
(2) Totals may be slightly off due to rounding.

A listing of assessor's parcels assessed within the District for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the Town Clerk and presented on the following pages. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

# Town of Mammoth Lakes
## BAD No. 2014-1 (Mammoth View)
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Benefit Points | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-082-006-000 | 10.5000 | $1,266.19 | $193.00 |
| 033-082-007-000 | 65.7564 | 7,929.56 | 1,208.70 |
| 033-082-008-000 | 56.0064 | 6,753.81 | 1,029.48 |
| 033-082-010-000 | 4.5000 | 542.65 | 82.70 |
| 033-082-011-000 | 36.0000 | 4,341.24 | 661.74 |
| 033-082-012-000 | 47.2500 | 5,697.87 | 868.52 |
| 033-083-101-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-102-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-103-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-104-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-105-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-106-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-107-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-108-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-109-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-110-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-111-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-112-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-113-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-114-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-115-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-116-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-117-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-118-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-119-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-120-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-121-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-122-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-123-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-124-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-125-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-126-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-127-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-128-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-129-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-130-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-131-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-132-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-133-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-134-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-135-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-136-000 | 1.9000 | 229.12 | 34.92 |

Slight variances may occur due to rounding

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# Town of Mammoth Lakes
## BAD No. 2014-1 (Mammoth View)
## Final Billing Detail Report for Fiscal Year 2025/26

| Assessor's Parcel Number | Benefit Points | FY 2025/26 Max. Assessment | FY 2025/26 Actual Assessment |
|---|---|---|---|
| 033-083-137-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-138-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-139-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-140-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-141-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-142-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-143-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-144-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-145-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-146-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-147-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-148-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-149-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-150-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-151-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-152-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-153-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-154-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-155-000 | 1.9000 | 229.12 | 34.92 |
| 033-083-156-000 | 1.9000 | 229.12 | 34.92 |
| **62 Accounts** | **326.4128** | **$39,362.04** | **$5,999.66** |

Slight variances may occur due to rounding

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**RESOLUTION NO. 25-**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, APPROVING THE ANNUAL REPORT FOR PROCEEDINGS FOR THE LEVY OF ASSESSMENTS WITHIN THE SPECIAL MAINTENANCE DISTRICT BENEFIT ASSESSMENT DISTRICT NO. 2014-1 (MAMMOTH VIEW) FOR FISCAL YEAR 2025/26

The Town Council of the Town of Mammoth Lakes (the "Town") does resolve as follows:

**WHEREAS,** the Town Council of the Town of Mammoth Lakes (the "Town Council"), California, pursuant to the terms of the Benefit Assessment Act of 1982, Title 5 Division 2, of the California Government Code (commencing with Section 54703), Article XIII D of the Constitution of the State and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (collectively, hereafter referred to as the "Assessment Law") did, by previous resolution, establish the Benefit Assessment District designated as: Benefit Assessment District No. 2014-1 (Mammoth View) (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, the Town has retained NBS for the purpose of assisting with the annual levy of the Maintenance District, and the preparation and filing of an annual report for the levy of assessments for the fiscal year commencing July 1, 2025 and ending June 30, 2026 within such Maintenance District; and

**WHEREAS**, there has now been presented to this Town Council the Fiscal Year 2025/26 Annual Report (the "Report") as required by the Assessment Law; and

**WHEREAS**, this Town Council has now carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in the Report; and

**WHEREAS**, the Town Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with the Assessment Law. All objections to the assessment, if any, will be considered by the Town Council. The Public Hearing will be held on **Wednesday, April 16, 2025 at 4:00 pm** or as soon thereafter as is feasible in the Town Council Chambers, Suite Z located at 437 Old Mammoth Road, Mammoth Lakes, CA 93546. The Town Council further orders the Town Clerk to publish notice of this resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The above recitals are all true and correct.

2. The Report as presented consists of the following:

(a) Plans and specifications describing the general nature, location and extent of the improvements to be maintained and of the maintenance work.

(b) An estimate of the cost of maintenance of the improvements for the Maintenance District for Fiscal Year 2025/26.

(c) A diagram of the Maintenance District, showing the area and properties proposed to be assessed.

(d) An annual assessment for Fiscal Year 2025/26 of the estimated costs of the maintenance of those improvements to be maintained during such fiscal year, assessing the net amount upon all assessable lots and/or parcels within the Maintenance District in proportion to the special benefits received; together with a formula pursuant to which such annual assessment may be adjusted annually for inflation pursuant to the Assessment Law without the necessity for additional assessment ballot procedures.

(e) The available Maintenance District funds will be applied to offset the cost of improvements for Fiscal Year 2025/26, resulting in $6,000 levy to the parcels in the Maintenance District.

3. The Report, as presented, is hereby approved, and is ordered to be filed in the Office of the Town Clerk of the Town Council as a permanent record and to remain open to public inspection.

4. The Town Clerk of the Town Council shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

**PASSED, APPROVED, AND ADOPTED this 19th day of March, 2025.**

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

# TOWN COUNCIL STAFF REPORT

Title: Accept the Project Closeout Report for the Dog Park Project.

Meeting Date: March 19, 2025

Prepared by: Matthew Freedman, PE, Associate Civil Engineer
Amy Callanan, PE, Engineering Manager

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## RECOMMENDATION:

Staff recommends Town Council accept the project closeout report for the Dog Park Infrastructure Project.

## BACKGROUND:

Work on the Dog Park project commenced in summer of 2023 when Town of Mammoth Lakes Staff awarded Triad Holmes Associates with a design contract to develop plans for a community dog park, located on the southeast corner of the Mammoth Lakes Foundation's 100 College Parkway parcel. The project included a new pedestrian walkway, a 40-car parking lot, a prefabricated restroom, and installation of approximately 5,000 SF of artificial pet turf, with chain link fencing surrounding the approximately 1-acre dog park area, divided into a section for small dogs and a section for large dogs.

Work on site began in the fall of 2023, with a pause for winter, and was completed in summer of 2024. Difficulties with the awarded prime contractor resulted in the project's finishing touches being completed by Town Public Works and Parks staff. A ribbon-cutting event was held on November 6, 2024.

## FINANCIAL CONSIDERATIONS:

At the time of contract award, the project was fully funded with General Fund contributions of $850,000 and a contribution of $50,000 from a T-Mobile parks grant awarded to the Town, and an allocation from Capital Reserves Fund 980 in the amount of $250,356.53, for a total funding allocation of $1,150,356.53. An additional $11,257.37 will need to be allocated to fully fund and close out this project. The overage is attributed to the purchase of wildlife proof trash containers, leach posts and minor electrical work that were billed to the construction project after the project was substantially complete.

| Current Funding Source | Amount |
|---|---|
| Dog Park – General Fund | $150,000.00 |
| Dog Park – T-Mobile Grant | $50,000.00 |
| MLF Property Parking Lot – General Fund | $400,000.00 |

| | |
|---|---|
| MLF Property Restroom – General Fund | $300,000.00 |
| Capital Reserves Fund 980 | $250,356.53 |
| **Total Funding Allocated** | **$1,150,356.53** |
| Additional Funding Needed | $11,257.37 |
| **Proposed Total Project Funding Allocation** | **$1,161,613.90** |

Staff recommend allocating the additional $11,257.37 needed to fully fund this project from Capital Reserves Fund 980.

## PRE-CONSTRUCTION PHOTOS:





## CONSTRUCTION PHOTOS:











**POST-CONSTRUCTION PHOTOS:**





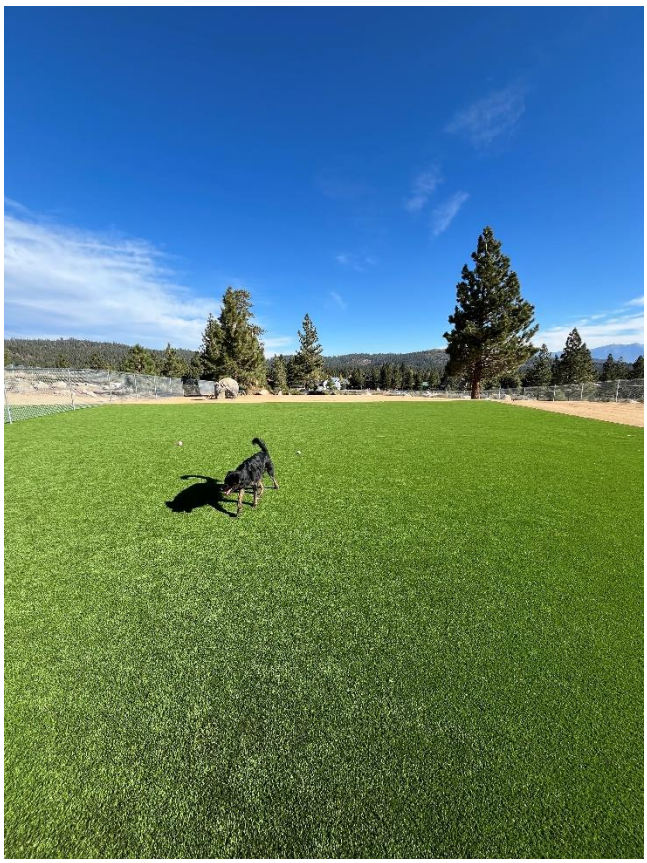












# TOWN COUNCIL STAFF REPORT

Title: Approve Settlement Agreement with Village Lodge Phase 1 HOA.

Meeting Date: March 19, 2025

Prepared by: Andrew Morris, Town Attorney
Haislip Hayes, PE Public Works Director

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## RECOMMENDATION:

Approve Settlement Agreement with Village Lodge Phase 1 HOA.

## BACKGROUND:

During the summer of 2020 the Town contracted with Walker Industries to complete sidewalk improvements along Forest Trail near the Village. During the demolition of the existing sidewalks the contractor struck and severed glycol lines that serve the Village HOA snowmelt system. The lines were located in the public right-of-way (ROW) and were immediately plugged.

## ANALYSIS:

In August of 2021 staff received an invoice from the HOA demanding payment for the repairs. The invoice included over $20,000 in glycol and over $10,000 in labor. Staff documented the line strikes and equipment was on hand to stop the leaks so only a small amount of material was lost. Staff sent a response to the HOA offering to pay significantly more than the amount of glycol lost. The letter offered to pay for 2 barrels of glycol (110 gallons) far more than the few gallons that were lost. Staff did not receive a response to this letter. Furthermore, since the damage occurred in public right-of-way it was determined that the HOA had no rights or permits to have the line on public property. The lines were not marked.

On or about July 20, 2023, the HOA filed a complaint for damages in the Mono County Superior Court, against Contractor alleging one cause of action for Negligent Property Damage. The Town informally agreed to indemnify Contractor concerning the damage caused to the Glycol Line and has the authority to settle this dispute on behalf of Contractor. The attorneys representing the Town and HOA worked out an agreement to bring closure to the dispute. The Town will pay $3,000 for the damage and provide an encroachment permit to the HOA for the glycol lines in the ROW. In turn the HOA will dismiss its complaint against the Contractor.

## FINANCIAL CONSIDERATIONS:

The subject project was closed out years ago. Funds from the settlement will be taken from the General Services Special Operations Fund.

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement") is made and entered into as of March _____, 2025, by and among VILLAGE LODGE PHASE 1 HOMEOWNER'S ASSOCIATION (collectively "HOA") on one side, and ROBERT SCOTT WALKER and WALKER INDUSTRIES (collectively "Contractor") on the other, and third party in interest, the TOWN OF MAMMOTH LAKES ("Town") (HOA, Contractor, and Town are hereinafter at times referred to individually as "Party" and/or "party" and collectively as "Parties" and/or "parties") with respect to the following:

RECITALS

A. In the summer of 2020, the Town hired Contractor to do work on certain sidewalks along Forest Trail in the Town of Mammoth Lakes. The scope of the project included the demolition and replacement of some of the sidewalks that are located on or adjacent to HOA property. The sidewalks on or adjacent to HOA property have buried glycol lines under them as part of their snowmelt system.

B. Contractor jackhammered the sidewalk in front of HOA's property within the Town's right of way, breaking the glycol line, and causing glycol to leak out and air to enter the system. Defendants repaired the broken lines immediately and continued with the project.

C. On or about November 11, 2020, HOA observed that the snowmelt system was not working. Nevada Chiller & Boiler ("NCB") determined that the glycol feed tank for the snowmelt system was empty as a result of Contractor cutting the snowmelt line causing the system to lose its imperative glycol charge.

D. HOA's snowmelt system consists of approximately two (2) miles of underground glycol pipes that intertwine through the entire HOA property and adjacent Town-owned sidewalks within the right of way and keep snow and ice off the pertinent pathways for the safety of the HOA's patrons.

E. Due to the size of this system, it took two of NCB's technicians five days to bleed all the air out of the entire system, and pump in new glycol to refill the system.

F. HOA paid $34,146.70 to NCB to replace the glycol and bleed the air out of the system.

G. On or about July 20, 2023, HOA filed a complaint for damages in the Mono County Superior Court, bearing case number 23UCM64, against Contractor alleging one cause of action for Negligent Property Damage. The Town has not formally intervened in case number 23UCM64; however, the Town informally agreed to indemnify Contractor concerning the damage caused to the Glycol Line and has the authority to settle this dispute on behalf of Contractor.

H. During the discovery phase of the litigation, It was determined that the lines that were severed were located within the Town right of way and that the HOA did not have permission or an easement to have them in this location.

I. All claims, allegations, debts, and demands. without limitation, made by the Parties against each other related to the Property, are hereby referred to as the "Dispute."

J. The Parties have agreed to settle all claims, allegations, debts, and demands without limitation relating to the Dispute on the terms set forth in this Agreement.

NOW, THEREFORE in consideration of the terms, covenants, conditions, and agreements set forth hereinbelow, the Parties hereby agree as follows:

AGREEMENT

1. The Recitals set forth hereinabove are hereby incorporated into this Agreement.

2. The Parties agree to the following:

A. The HOA shall dismiss its complaint with prejudice, which it had filed in the Mono County Superior Court, case number 23UCM64, against Contractor;

B. The Town shall grant to HOA an Encroachment Permit on Town property for the HOA's glycol lines pursuant to the Encroachment Permit, attached as Exhibit A and incorporated by reference, between HOA and the Town. The Encroachment Permit shall be recorded with the Mono County Recorder's Office. The HOA shall prepare exhibits for the encroachment permit identifying the exact locations of lines, manifolds, and all infrastructure used for melting snow from driveway approaches. The Exhibits will be completed to the satisfaction of the Town of Mammoth Lakes Engineering Department. Additionally, the HOA acknowledges that it will be responsible for appropriately marking its infrastructure when 811 dig alert is called for work in the right of way.

C. Upon the earlier of: (i) 14 days from HOA's dismissal of its complaint; or (ii) 14 days following the mutual execution of this Agreement, the Town shall pay to HOA the amount of $3,000.

3. Except as otherwise stated in this Agreement, the Parties shall bear their own attorney's fees and costs incurred in connection with the above-described Dispute.

4. Except for the obligations of the Parties described in this Agreement, the Parties and their agents, assigns, employees, officers, directors, principals, successors and nominees, do hereby remise, release, acquit and forever discharge each other, and their agents, assigns, employees, officers, directors, principals, successors and nominees, and each of them, of and from any and all claims, demands, agreements, contracts, covenants, torts, actions, causes of action, obligations, debts, costs, expenses, accounts, damages, losses and liabilities of whatever kind or nature, past or present, known or unknown, which the Parties now have or may hereafter accrue on account of or by reason of any matter, cause or thing whatsoever related to or arising out of the above-described Dispute. However, this release is not intended to and shall not be construed as a release of the rights, obligations or duties of the Parties arising out of this Agreement.

5. Each party hereto understands that the facts in respect of which this Agreement is made may be other than or different from the facts now believed by each party to be true; each party accepts and assumes the risk that said facts, or any of them, may be different from the facts now believed by each party to be true; and each party hereto agrees that this Agreement and the release given and covenants made hereunder shall be and will remain in effect as fully, completely and legally binding, notwithstanding the discovery or existence of any additional or different facts, or of any claims with respect thereto.

6. The parties acknowledge that they have been advised by each of their counsel and are

familiar with the provisions of California Civil Code Section 1542 which provides as follows:

> **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

The parties hereby expressly waive any and all rights they may have thereunder, as well as under any other statute or common law principle of similar effect, except as to promises, covenants and warranties contained herein which shall survive. The parties understand and acknowledge the significance and consequences of the specific waiver of California Civil Code Section 1542, and hereby assume full responsibility for any injuries, damages, losses or liabilities they may hereafter incur from the above-mentioned dealings and disputes.

7. The parties hereto agree to execute all documents which may be required to facilitate the provisions of this Agreement. Failure to do so shall be considered a material breach of this Agreement.

8. The parties represent and warrant that they have full power to enter into this Agreement, and that the individual, if any, executing this Agreement on behalf of another is fully empowered to bind that person and is fully authorized to enter into this Agreement. The parties represent and warrant that they have not assigned, encumbered or in any manner transferred all or any portion of the claims, causes of action, or other matters released by them herein. The parties acknowledge and agree that the warranties and representations made by them in this paragraph are each an essential and material term of this Agreement, without which the consideration given herein would not have been given by any of them.

9. Confidentiality. HOA acknowledges that this Agreement and most documents held or created by Town pertaining to the Dispute, constitute public records which may be obtained by any person upon request pursuant to the California Public Records Act.

10. Non-Disparagement. Each party agrees and covenants that she/he/it shall not at any time make, publish, or communicate to any person or entity or in any public forum, any defamatory or disparaging remarks, comments, or statements concerning the other party or her/his/its businesses, or any of her/his/its family members, employees, officers, or directors, and its existing and prospective customers, suppliers, investors, and other associated third parties, now or in the future, pertaining to the Dispute or this Agreement, provided that HOA acknowledges that Town cannot restrict the speech or communications of members of the Town Council and that nothing herein shall be deemed to so restrict such speech or communications.

11. The parties acknowledge and represent that, in effecting and executing this Agreement, they have had the opportunity to seek the advice of legal counsel as to their legal rights; that they or the individual executing this Agreement on their behalf, have read all of this Agreement and fully understand its content and effect; and that they have entered into this Agreement freely and voluntarily without duress.

12. The parties acknowledge and agree that this is a compromise settlement of the above-described Dispute, which, upon implementation of the terms hereof, is not in any respect to be

deemed, construed, or treated as an admission or a concession of any liability whatsoever by any party hereto, including any person, firm, partnership, or corporation for any purpose whatsoever.

13. The parties acknowledge and agree that no representation, statement or promise not expressly set forth herein has been made by or on behalf of any of the other parties hereto or by any of their agents, servants, employees, representatives or attorneys, and that no representations, statements or promises that are not expressly set forth herein have been made or relied on by any party hereto.

14. All the covenants, releases, and agreements herein contained in favor of the persons or entities released are made for the express benefit of each and all of said persons or entities, each of whom has the right to enforce such provisions.

15. If any action or motion at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, in addition to any other relief to which the party may be entitled. Unless judgment goes by default, the attorney fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorney's fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of all parties to fully compensate for all attorney's fees paid or incurred in good faith.

16. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective partners, heirs, successors, representatives, and assigns.

17. This Agreement is made and entered into in the State of California and shall be interpreted, applied, and enforced under and pursuant to the laws of the State of California. Venue shall be exclusively in the Mono County Superior Court.

18. The parties have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined necessary. This Agreement is intended to be final and binding between the parties hereto, regardless of any claims of misrepresentations, promises made without the intention of performing them, mistakes of fact or law, or any other circumstances whatsoever, and under no circumstances shall any party be entitled to set aside this Agreement, either in whole or in part. In entering into this Agreement, each party assumes the risk of any misrepresentation, concealment or mistake, whether or not any party should subsequently discover or assert for any reason that any fact relied upon by such party in entering into these releases was untrue, or that any fact was concealed from any party hereto, or that such party's understanding of the facts or the law was incorrect or incomplete.

19. The terms and provisions of this Agreement including the Dispute shall remain confidential. No party may state, reveal, disclose, imply, or infer to the other party or to others that this Dispute and/or Agreement was reached on the basis that any misrepresentation, fraud, false promise, promise made without intention to perform, or any other ground of fraud was made by either party or was considered in reaching the terms of settlement contained in this Agreement. All parties expressly agree to never reveal, disclose, directly or implicitly, any terms of this Agreement to any third party, and any person or entity affiliated with it in any way. If asked about the relationship or dispute between the Parties, the Parties may make the following statement, and only the following statement: "the Parties reached an amicable resolution." The parties agree to not disparage or criticize the other, orally, in writing or impliedly, to the public or any third party, specifically but not limited to


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Steven Seat, and Ted Carlton, related to the Dispute. Breach of this paragraph shall be considered material and to cause the other party irreparable harm.

20. Time is of the essence in each and every provision of this Agreement.

21. This Agreement may be executed in counterparts and electronic signatures, including via DocuSign or Adobe, shall be deemed valid as originals.

22. The parties agree that each party has reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TOWN OF MAMMOTH LAKES

_____
Robert Patterson, Town Manager

Date:_____

CONTRACTOR

_____
Scott Walker

Date: _____

VILLAGE LODGE PHASE 1
HOMEOWNER'S ASSOCIATION

_____
Dr. Marc Kayem, President

Date: _____

APPROVED AS TO FORM

_____
Andrew Morris, Attorney
Town of Mammoth Lakes

_____
Jeremy Ibrahim, Attorney
Village Lodge Phase 1
Homeowner's Association

# TOWN COUNCIL STAFF REPORT

Title: Award Architectural and Consultant Design Services Contract for the Mammoth Arts and Cultural Center to HMC Architects.

Meeting Date: March 19, 2025

Prepared by: Amy Callanan, PE Engineering Manager

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## RECOMMENDATION:

Staff recommends the Town Council authorize the Town Manager to:

- Finalize scope and fee negotiations and execute an agreement with HMC Architects for architectural and consultant design and construction administration services for the Mammoth Arts and Cultural Center.
- Execute amendments to the contract as necessary to advance project development as authorized by the Town Council.

## BACKGROUND:

In August 2024, Town Council approved the 5-year Capital Improvement Plan (CIP), which included design and construction of the Mammoth Arts and Cultural Center (MACC). The MACC project is the result of a partnership between the Mammoth Lakes Foundation, Town of Mammoth Lakes, Cerro Coso/Kern Community College, and private donors, and is intended to be a year-round venue for performing arts events, including live theater, musical performances, films, lectures, conferences, and community activities. The MACC is proposed to be constructed as an addition to the Edison Theater located at 100 College Parkway, on property currently owned by the Mammoth Lakes Foundation (MLF). Initial design has been performed by HMC Architects under contract with MLF. The scope of the MACC project includes the addition of a single-story, approximately 7,482 square-foot, 239-seat performing arts theatre with support spaces, a new trash enclosure, reconfiguration of the existing parking lot, and other site improvements such as walkway connections and landscape/revegetation of the disturbed site.

The Town is currently in negotiations with MLF to purchase the overall 8-acre parcel including the existing theater building, and to take over final design and construction and eventually operation of the MACC. In anticipation of the transition, HMC has provided Town staff with a proposal to continue design and construction administration of the MACC through project completion. Staff anticipates completing design and going out to bid in May and starting construction this fall.



## ANALYSIS:

The contract with HMC would be executed as a task order under their current on-call contract for architectural and consultant services. The on-call contract was executed in September 2024 following a competitive RFQ/RFP process during which many consultants submitted proposals and were selected based on professional qualifications.

## FINANCIAL CONSIDERATIONS:

The architectural and consultant services are currently proposed to include a $589,569 fixed fee, plus reimbursable expenses not to exceed $78,450, for a total not-to-exceed contract amount of $654,519. These services were originally estimated to be approximately $1,182,500. The total project budget is estimated to be approximately $16.8 million.

The project is currently funded as follows:

| **Funding Source** | **Amount** |
|---|---|
| Donations | $ 500,000 |
| General Fund / Measure U | $ 5,800,000 |
| Kern Community College District | $ 7,500,000 |
| Mammoth Lakes Foundation | $ 3,000,000 |
| | |
| **TOTAL** | **$ 16,800,000** |

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 BETTER FIREPLACE** | | | | | | | | |
| 02/12/2025 | 112731 | 23 | 19346 | A BETTER FIREPLACE | 100-440-44500 | WOODSTOVE PROGR | 2,000.00 | 02/25 |
| 02/12/2025 | 112731 | 49 | 19346 | A BETTER FIREPLACE | 100-440-44500 | WOODSTOVE PROGR | 2,000.00 | 02/25 |
| Total A BETTER FIREPLACE: | | | | | | | 4,000.00 | |
| **AMERIGAS** | | | | | | | | |
| 02/12/2025 | 112732 | 3173672516/20 | 6982 | AMERIGAS | 220-471-43404 | 01/25-AIRPORT | 285.46 | 02/25 |
| 02/12/2025 | 112732 | 3173678163/20 | 6982 | AMERIGAS | 100-464-43404 | 01/25 TOWN (T) | 509.04 | 02/25 |
| 02/12/2025 | 112732 | 3173678165/20 | 6982 | AMERIGAS | 100-464-43404 | 01/25 TOWN (T) | 14.32 | 02/25 |
| 02/12/2025 | 112732 | 3173678179/20 | 6982 | AMERIGAS | 100-464-43404 | 01/25-TOWN (R) | 14.32 | 02/25 |
| 02/12/2025 | 112732 | 3173678181/20 | 6982 | AMERIGAS | 100-464-43404 | 01/25-TOWN (S-1) | 14.32 | 02/25 |
| 02/12/2025 | 112732 | 3173678184/20 | 6982 | AMERIGAS | 100-464-43404 | 01/25-TOWN (T-1) | 498.22 | 02/25 |
| 02/12/2025 | 112732 | 3173678186/20 | 6982 | AMERIGAS | 100-464-43404 | 01/25-TOWN (U) | 245.75 | 02/25 |
| 02/12/2025 | 112732 | 3173678189/20 | 6982 | AMERIGAS | 100-464-43404 | 01/25-SUITE Z | 397.06 | 02/25 |
| 02/12/2025 | 112732 | 3173681461/20 | 6982 | AMERIGAS | 100-420-43404 | 01/25-PD | 2,544.04 | 02/25 |
| 02/12/2025 | 112732 | 3173685793/20 | 6982 | AMERIGAS | 210-456-43404 | 01/25-PWM | 4,371.40 | 02/25 |
| 02/12/2025 | 112732 | 3173685795/20 | 6982 | AMERIGAS | 100-475-43404 | 01/25-TRANSIT | 14.32 | 02/25 |
| Total AMERIGAS: | | | | | | | 8,908.25 | |
| **AMG & ASSOCIATES, INC** | | | | | | | | |
| 02/12/2025 | 21225000 | PROGRESS P | 19717 | AMG & ASSOCIATES, I | 300-531-43031 | PROGRESS PYMT 6 CI | 290,826.85 | 02/25 |
| Total AMG & ASSOCIATES, INC: | | | | | | | 290,826.85 | |
| **ANDREW J. MORRIS,ATTORNEYAT LAW** | | | | | | | | |
| 02/12/2025 | 21225001 | JAN 2025 | 10439 | ANDREW J. MORRIS,A | 100-412-43031 | 01/25-PWE | 10,707.50 | 02/25 |
| Total ANDREW J. MORRIS,ATTORNEYAT LAW: | | | | | | | 10,707.50 | |
| **BEST BEST & KRIEGER** | | | | | | | | |
| 02/12/2025 | 21225002 | 1017816A | 33 | BEST BEST & KRIEGE | 100-412-43031 | 12/24-GENERAL | 3,254.20 | 02/25 |
| Total BEST BEST & KRIEGER: | | | | | | | 3,254.20 | |
| **BLUEBIRD IMAGING** | | | | | | | | |
| 02/12/2025 | 112733 | 6603 | 8182 | BLUEBIRD IMAGING | 300-531-43031 | BLUEPRINTS | 64.65 | 02/25 |
| Total BLUEBIRD IMAGING: | | | | | | | 64.65 | |
| **BRANDLEY ENGINEERING, INC.** | | | | | | | | |
| 02/12/2025 | 21225003 | 11338 | 3443 | BRANDLEY ENGINEER | 220-531-43031 | ENGINEERING SERVIC | 900.00 | 02/25 |
| Total BRANDLEY ENGINEERING, INC.: | | | | | | | 900.00 | |
| **CALIFORNIA DEPARTMENT OF FISH & WILDLIFE** | | | | | | | | |
| 02/12/2025 | 112734 | 02032025 | 18413 | CALIFORNIA DEPART | 100-432-44300 | 2025 CA DFW FISH ST | 81.89 | 02/25 |
| Total CALIFORNIA DEPARTMENT OF FISH & WILDLIFE: | | | | | | | 81.89 | |
| **DAYSMART SOFTWARE** | | | | | | | | |
| 02/12/2025 | 112735 | INV01382492 | 19303 | DAYSMART SOFTWAR | 100-432-43031 | JAN 2025 | 1,681.77 | 02/25 |

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| Total DAYSMART SOFTWARE: | | | | | | | 1,681.77 | |
| **DIY HOME CENTER** | | | | | | | | |
| 02/12/2025 | 112736 | 151063 | 5476 | DIY HOME CENTER | 215-511-42007 | MAINT SUPPLIES | 9.68 | 02/25 |
| 02/12/2025 | 112736 | 152677 | 5476 | DIY HOME CENTER | 100-464-43031 | MAINT SUPPLIES | 42.14 | 02/25 |
| 02/12/2025 | 112736 | 152807 | 5476 | DIY HOME CENTER | 100-464-43031 | MAINT SUPPLIES | 25.19 | 02/25 |
| 02/12/2025 | 112736 | 152841 | 5476 | DIY HOME CENTER | 100-420-42007 | MAINT SUPPLIES | 7.75 | 02/25 |
| 02/12/2025 | 112736 | 153045 | 5476 | DIY HOME CENTER | 100-464-43031 | MAINT SUPPLIES | 7.75 | 02/25 |
| Total DIY HOME CENTER: | | | | | | | 92.51 | |
| **EASTERN SIERRA AUDIO BRIAN KNOWLES** | | | | | | | | |
| 02/12/2025 | 112737 | 102 | 7164 | EASTERN SIERRA AU | 858-436-43031 | SERVICE CALL/REPAI | 425.00 | 02/25 |
| Total EASTERN SIERRA AUDIO BRIAN KNOWLES: | | | | | | | 425.00 | |
| **EASTERN SIERRA PEACE OFFICERS ASSOC.** | | | | | | | | |
| 02/12/2025 | 112738 | 01292025 | 10810 | EASTERN SIERRA PEA | 100-420-43110 | 2025 MEMBERSHIP | 180.00 | 02/25 |
| Total EASTERN SIERRA PEACE OFFICERS ASSOC.: | | | | | | | 180.00 | |
| **EMANUELS JONES AND ASSOCIATES LLC** | | | | | | | | |
| 02/12/2025 | 21225004 | F25 02 06 | 19350 | EMANUELS JONES AN | 100-416-43031 | FEB 2025 LOBBYING F | 3,425.00 | 02/25 |
| Total EMANUELS JONES AND ASSOCIATES LLC: | | | | | | | 3,425.00 | |
| **EMBLEM ENTERPRISES, INC.** | | | | | | | | |
| 02/12/2025 | 112739 | 939732 | 4593 | EMBLEM ENTERPRISE | 100-420-42006 | PATCHES | 296.57 | 02/25 |
| Total EMBLEM ENTERPRISES, INC.: | | | | | | | 296.57 | |
| **EMPLOYEE RELATIONS** | | | | | | | | |
| 02/12/2025 | 112740 | 98503 | 10338 | EMPLOYEE RELATION | 100-417-43140 | BACKGROUND CHECK | 76.60 | 02/25 |
| Total EMPLOYEE RELATIONS: | | | | | | | 76.60 | |
| **ESTA** | | | | | | | | |
| 02/12/2025 | 112741 | 250207-01 | 7884 | ESTA | 100-475-43031 | JAN 2025 ROUTE HOU | 69,306.77 | 02/25 |
| Total ESTA: | | | | | | | 69,306.77 | |
| **HANIGAN PRINTING AND PROMOTIONAL PRODUCT** | | | | | | | | |
| 02/12/2025 | 112742 | 1-87678 | 19790 | HANIGAN PRINTING A | 100-420-43120 | CITATION BOOKS | 1,079.21 | 02/25 |
| Total HANIGAN PRINTING AND PROMOTIONAL PRODUCT: | | | | | | | 1,079.21 | |
| **HIGH COUNTRY LUMBER** | | | | | | | | |
| 02/12/2025 | 112743 | 77434 | 830 | HIGH COUNTRY LUMB | 215-511-42007 | MAINT SUPPLIES | 46.32 | 02/25 |
| 02/12/2025 | 112743 | 77724 | 830 | HIGH COUNTRY LUMB | 215-511-42007 | MAINT SUPPLIES | 20.50 | 02/25 |
| 02/12/2025 | 112743 | 77900 | 830 | HIGH COUNTRY LUMB | 215-511-42007 | MAINT SUPPLIES | 93.61 | 02/25 |
| 02/12/2025 | 112743 | 78100 | 830 | HIGH COUNTRY LUMB | 215-511-42007 | MAINT SUPPLIES | 23.68 | 02/25 |
| 02/12/2025 | 112743 | 78814 | 830 | HIGH COUNTRY LUMB | 215-511-42007 | MAINT SUPPLIES | 182.10 | 02/25 |
| 02/12/2025 | 112743 | 79350 | 830 | HIGH COUNTRY LUMB | 100-464-43031 | MAINT SUPPLIES | 16.15 | 02/25 |
| Total HIGH COUNTRY LUMBER: | | | | | | | 382.36 | |

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| **HILTON CREEK HEATING AND COOLING** | | | | | | | | |
| 02/12/2025 | 112744 | 939 | 19478 | HILTON CREEK HEATI | 220-471-43031 | LABOR 2/5/25 | 437.50 | 02/25 |
| Total HILTON CREEK HEATING AND COOLING: | | | | | | | 437.50 | |
| **HOT CREEK AVIATION, LLC** | | | | | | | | |
| 02/12/2025 | 112745 | MARCH 2025 | 6335 | HOT CREEK AVIATION, | 220-471-45010 | HANGAR RENTAL | 7,061.27 | 02/25 |
| Total HOT CREEK AVIATION, LLC: | | | | | | | 7,061.27 | |
| **HOT CREEK AVIATION, LLC CAR RENTAL** | | | | | | | | |
| 02/12/2025 | 112746 | DEC 2024 | 6622 | HOT CREEK AVIATION, | 220-471-43031 | 12/24 CAR RENTAL | 1,397.10 | 02/25 |
| Total HOT CREEK AVIATION, LLC CAR RENTAL: | | | | | | | 1,397.10 | |
| **INTERWEST CONSULTING GROUP** | | | | | | | | |
| 02/12/2025 | 21225005 | 1171693 | 18150 | INTERWEST CONSULT | 100-442-43031 | DECEMBER 2024 WOO | 1,242.50 | 02/25 |
| Total INTERWEST CONSULTING GROUP: | | | | | | | 1,242.50 | |
| **JIM CHARLON FORD, INC.** | | | | | | | | |
| 02/12/2025 | 112747 | 66319 | 19138 | JIM CHARLON FORD, I | 910-000-13003 | PARTS | 421.64 | 02/25 |
| Total JIM CHARLON FORD, INC.: | | | | | | | 421.64 | |
| **LWC** | | | | | | | | |
| 02/12/2025 | 112748 | 4978 | 18203 | LWC | 100-440-43031 | MAIN LODGE SPECIFI | 4,460.00 | 02/25 |
| Total LWC: | | | | | | | 4,460.00 | |
| **MAMMOTH COMMUNITY WATER DISTRICT UTILIT** | | | | | | | | |
| 02/12/2025 | 112749 | 01/25-5700 | 97 | MAMMOTH COMMUNI | 858-436-43404 | 01/25-ICE RINK | 706.50 | 02/25 |
| 02/12/2025 | 112749 | 01/25-6000 | 97 | MAMMOTH COMMUNI | 210-458-43404 | 01/25-HWY LAND | 130.63 | 02/25 |
| 02/12/2025 | 112749 | 01/25-6398 | 97 | MAMMOTH COMMUNI | 100-438-43404 | 01/25-C CTR | 130.11 | 02/25 |
| 02/12/2025 | 112749 | 01/25-6440 | 97 | MAMMOTH COMMUNI | 210-452-43404 | 01/25-PWM | 382.78 | 02/25 |
| 02/12/2025 | 112749 | 01/25-6564 | 97 | MAMMOTH COMMUNI | 100-438-43404 | 01/25-SHADY REST | 179.39 | 02/25 |
| 02/12/2025 | 112749 | 01/25-7514 | 97 | MAMMOTH COMMUNI | 100-464-43404 | 01/25-BIGWOOD 101 | 40.83 | 02/25 |
| 02/12/2025 | 112749 | 01/25-7548 | 97 | MAMMOTH COMMUNI | 100-464-43404 | 01/25-BIGWOOD 91 | 37.28 | 02/25 |
| 02/12/2025 | 112749 | 01/25-7851 | 97 | MAMMOTH COMMUNI | 100-438-43404 | 01/25-SKATE PARK | 211.55 | 02/25 |
| 02/12/2025 | 112749 | 01/25-7884 | 97 | MAMMOTH COMMUNI | 856-450-43031 | 01/25-OMR | 44.93 | 02/25 |
| 02/12/2025 | 112749 | 01/25-7981 | 97 | MAMMOTH COMMUNI | 100-475-43404 | 01/25-TRANSIT | 167.28 | 02/25 |
| 02/12/2025 | 112749 | 01/25-8069 | 97 | MAMMOTH COMMUNI | 100-438-43404 | 01/25-PICKLEBALL CO | 114.51 | 02/25 |
| 02/12/2025 | 112749 | 01/25-8520 | 97 | MAMMOTH COMMUNI | 210-452-43404 | 01/25-HYDRONIC SYS | 30.73 | 02/25 |
| 02/12/2025 | 112749 | 01/25-8577 | 97 | MAMMOTH COMMUNI | 100-438-43404 | 01/25-PARK & RIDE | 24.18 | 02/25 |
| 02/12/2025 | 112749 | 01/25-8657 | 97 | MAMMOTH COMMUNI | 100-420-43404 | 01/25-PD | 208.78 | 02/25 |
| 02/12/2025 | 112749 | 01/25-8765 | 97 | MAMMOTH COMMUNI | 100-464-43404 | 01/25-FOURPLEX | 149.12 | 02/25 |
| 02/12/2025 | 112749 | 01/25-8767 | 97 | MAMMOTH COMMUNI | 100-438-43404 | 01/25-DOG PARK | 30.73 | 02/25 |
| 02/12/2025 | 112749 | 01/25-8776 | 97 | MAMMOTH COMMUNI | 100-438-43404 | 01/25-PARCEL RESTR | 30.73 | 02/25 |
| 02/12/2025 | 112749 | 01/25-8779 | 97 | MAMMOTH COMMUNI | 100-464-43404 | 01/25-DAYCARE | 18.90 | 02/25 |
| 02/12/2025 | 112749 | 01/25-8784 | 97 | MAMMOTH COMMUNI | 300-531-43031 | 01/25-CIVIC CTR | 243.85 | 02/25 |
| Total MAMMOTH COMMUNITY WATER DISTRICT UTILIT: | | | | | | | 2,882.81 | |
| **MAMMOTH DISPOSAL, INC.** | | | | | | | | |
| 02/12/2025 | 112750 | 1333570U014 | 94 | MAMMOTH DISPOSAL, | 205-490-42030 | WHITMORE BALLFIEL | 437.07 | 02/25 |
| 02/12/2025 | 112750 | 1333600U014 | 94 | MAMMOTH DISPOSAL, | 205-490-43404 | PW YARD-TRASH SER | 254.46 | 02/25 |
| 02/12/2025 | 112750 | 1333663U014 | 94 | MAMMOTH DISPOSAL, | 205-490-42030 | SHADY REST PARK-TO | 1,122.75 | 02/25 |
| 02/12/2025 | 112750 | 1333856U014 | 94 | MAMMOTH DISPOSAL, | 205-490-43404 | TRANSIT-TRASH SERV | 639.19 | 02/25 |

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| 02/12/2025 | 112750 | 1334244U014 | 94 | MAMMOTH DISPOSAL, | 205-490-43404 | COMMUNITY CENTER- | 42.11 | 02/25 |
| 02/12/2025 | 112750 | 1334584U014 | 94 | MAMMOTH DISPOSAL, | 205-490-43404 | CRC-TRASH SERVICE | 63.23 | 02/25 |
| 02/12/2025 | 112750 | 1334692U014 | 94 | MAMMOTH DISPOSAL, | 205-490-42030 | CRC-EXTRA PUMP | 1,003.50 | 02/25 |
| Total MAMMOTH DISPOSAL, INC.: | | | | | | | 3,562.31 | |
| **MAMMOTH HOSPITAL** | | | | | | | | |
| 02/12/2025 | 112751 | 210033679 | 7376 | MAMMOTH HOSPITAL | 100-417-43140 | MEDICAL EXAM | 403.20 | 02/25 |
| Total MAMMOTH HOSPITAL: | | | | | | | 403.20 | |
| **MAMMOTH LAKES TRAILS AND PUBLIC ACCESS** | | | | | | | | |
| 02/12/2025 | 21225006 | 054_09-5 | 7566 | MAMMOTH LAKES TR | 215-511-43031 | MLPTA CONTRACT | 25,000.00 | 02/25 |
| Total MAMMOTH LAKES TRAILS AND PUBLIC ACCESS: | | | | | | | 25,000.00 | |
| **MINARET VILLAGE SHOPPING CENTER** | | | | | | | | |
| 02/12/2025 | 21225007 | 2023/24 CAM | 1 | MINARET VILLAGE SH | 100-416-45010 | 2023/24 CAM BILLING/ | 68,248.67 | 02/25 |
| Total MINARET VILLAGE SHOPPING CENTER: | | | | | | | 68,248.67 | |
| **MISSION LINEN SUPPLY, INC** | | | | | | | | |
| 02/12/2025 | 112752 | 523223866 | 6482 | MISSION LINEN SUPPL | 210-455-42006 | UNIFORMS | 246.06 | 02/25 |
| Total MISSION LINEN SUPPLY, INC: | | | | | | | 246.06 | |
| **MONO COUNTY INFORMATION TECHNOLOGY** | | | | | | | | |
| 02/12/2025 | 112753 | IT-TOML MAM | 10069 | MONO COUNTY INFOR | 100-418-48800 | MAMMOTH SAN REPL | 11,090.00 | 02/25 |
| Total MONO COUNTY INFORMATION TECHNOLOGY: | | | | | | | 11,090.00 | |
| **OCAMPOS, ISIDRO** | | | | | | | | |
| 02/12/2025 | 112754 | 02032025 | 19263 | OCAMPOS, ISIDRO | 210-452-42030 | MEAL ALLOWANCE | 115.00 | 02/25 |
| Total OCAMPOS, ISIDRO: | | | | | | | 115.00 | |
| **O'REILLY** | | | | | | | | |
| 02/12/2025 | 112755 | 3091-202087 | 19413 | O'REILLY | 910-000-13003 | PARTS | 94.96 | 02/25 |
| Total O'REILLY: | | | | | | | 94.96 | |
| **PEDERSON, WILL** | | | | | | | | |
| 02/12/2025 | 112756 | 02032025 | 19764 | PEDERSON, WILL | 210-452-42030 | MEAL ALLOWANCE | 40.00 | 02/25 |
| Total PEDERSON, WILL: | | | | | | | 40.00 | |
| **PELHAM, AMANDA** | | | | | | | | |
| 02/12/2025 | 21225008 | 02042025 | 18144 | PELHAM, AMANDA | 100-417-43150 | GRATUITY REIMBURS | 50.00 | 02/25 |
| Total PELHAM, AMANDA: | | | | | | | 50.00 | |
| **PERRY MOTORS, INC.** | | | | | | | | |
| 02/12/2025 | 112757 | 161622 | 499 | PERRY MOTORS, INC. | 910-000-13003 | PARTS | 331.73 | 02/25 |
| Total PERRY MOTORS, INC.: | | | | | | | 331.73 | |
| **PETERBILT TRUCK PARTS & EQUIPMENT, LLC** | | | | | | | | |
| 02/12/2025 | 21225009 | X101257608:0 | 8484 | PETERBILT TRUCK PA | 910-000-13003 | PARTS | 670.38 | 02/25 |

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| Total PETERBILT TRUCK PARTS & EQUIPMENT, LLC: | | | | | | | 670.38 | |
| **PLACEMATE, INC.** | | | | | | | | |
| 02/12/2025 | 21225010 | 1787 | 19701 | PLACEMATE, INC. | 245-445-43035 | 02/25-LEASE TO LOCA | 7,500.00 | 02/25 |
| Total PLACEMATE, INC.: | | | | | | | 7,500.00 | |
| **PLEXUSGLOBAL** | | | | | | | | |
| 02/12/2025 | 112758 | 18224 | 18747 | PLEXUSGLOBAL | 100-417-43140 | MEDICAL EXAM | 384.00 | 02/25 |
| Total PLEXUSGLOBAL: | | | | | | | 384.00 | |
| **SCHULZ, SYDNEY** | | | | | | | | |
| 02/12/2025 | 112759 | 02072025 | 19460 | SCHULZ, SYDNEY | 100-432-43150 | PER DIEM | 248.00 | 02/25 |
| Total SCHULZ, SYDNEY: | | | | | | | 248.00 | |
| **SOLAR TRAFFIC CONTROLS,LLC** | | | | | | | | |
| 02/12/2025 | 112760 | 240109 | 19464 | SOLAR TRAFFIC CONT | 210-450-45224 | LED STOP SIGN | 1,827.02 | 02/25 |
| Total SOLAR TRAFFIC CONTROLS,LLC: | | | | | | | 1,827.02 | |
| **STEVE'S AUTO & TRUCK PARTS** | | | | | | | | |
| 02/12/2025 | 112761 | 133651 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 10.00 | 02/25 |
| 02/12/2025 | 112762 | 133090 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 29.73- | 02/25 |
| 02/12/2025 | 112762 | 133175 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 15.00 | 02/25 |
| 02/12/2025 | 112762 | 133197 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 23.71 | 02/25 |
| 02/12/2025 | 112762 | 133207 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 15.00 | 02/25 |
| 02/12/2025 | 112762 | 133264 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 150.08 | 02/25 |
| 02/12/2025 | 112762 | 133306 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 170.54 | 02/25 |
| 02/12/2025 | 112762 | 133357 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 319.69 | 02/25 |
| 02/12/2025 | 112762 | 133437 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 20.80 | 02/25 |
| 02/12/2025 | 112762 | 133461 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 36.10 | 02/25 |
| 02/12/2025 | 112762 | 133470 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 105.06 | 02/25 |
| 02/12/2025 | 112762 | 133479 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 118.50 | 02/25 |
| 02/12/2025 | 112762 | 133481 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 38.79- | 02/25 |
| 02/12/2025 | 112762 | 647696 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 12.75 | 02/25 |
| 02/12/2025 | 112762 | 133657 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 40.54 | 02/25 |
| Total STEVE'S AUTO & TRUCK PARTS: | | | | | | | 969.25 | |
| **TAPIA, ALEXIS** | | | | | | | | |
| 02/12/2025 | 112763 | 02032025 | 19752 | TAPIA, ALEXIS | 210-452-42030 | MEAL ALLOWANCE | 69.00 | 02/25 |
| Total TAPIA, ALEXIS: | | | | | | | 69.00 | |
| **TRIAD/HOLMES ASSOCIATES** | | | | | | | | |
| 02/12/2025 | 112764 | 1022446 | 336 | TRIAD/HOLMES ASSO | 300-531-43031 | TAVERN ROAD RE-DE | 8,160.00 | 02/25 |
| Total TRIAD/HOLMES ASSOCIATES: | | | | | | | 8,160.00 | |
| Grand Totals: | | | | | | | 542,601.53 | |

Signature: JAMIE GRAY Date 2/12/25

Signature: NOLAN BOBROFF Date 2-12-25

Signature: STEPHANIE TRUJILLO Date 2/27/25

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 |
|---|---|---|---|---|---|---|---|---|
| **ACCESS APARTMENTS AFFORDABLE HOUSING LLC** | | | | | | | | |
| 02/19/2025 | 21925000 | 1017 | 19710 | ACCESS APARTMENT | 245-445-43035 | PAY APP #7 - CDBG | 574,363.00 | 02/25 |
| 02/19/2025 | 21925001 | 1018 | 19710 | ACCESS APARTMENT | 245-445-43035 | PAY APP #7 - TOWN | 39,600.00 | 02/25 |
| Total ACCESS APARTMENTS AFFORDABLE HOUSING LLC: | | | | | | | 613,963.00 | |
| **AMERIGAS** | | | | | | | | |
| 02/19/2025 | 112765 | 3173756773/20 | 6982 | AMERIGAS | 858-436-43404 | 01/25-CRC | 5,335.45 | 02/25 |
| 02/19/2025 | 112765 | 3173836642/20 | 6982 | AMERIGAS | 220-471-43404 | 02/25-AIRPORT | 424.03 | 02/25 |
| 02/19/2025 | 112765 | 3174118896/20 | 6982 | AMERIGAS | 220-471-43404 | 02/25-AIRPORT | 383.77 | 02/25 |
| Total AMERIGAS: | | | | | | | 6,143.25 | |
| **AVIATION INSIGHTS, LLC** | | | | | | | | |
| 02/19/2025 | 21925002 | 22 | 19188 | AVIATION INSIGHTS, L | 220-471-43031 | JAN 2025 (QED Q4-202 | 4,200.00 | 02/25 |
| Total AVIATION INSIGHTS, LLC: | | | | | | | 4,200.00 | |
| **BG MOUNTAIN ENTERPRISES, INC** | | | | | | | | |
| 02/19/2025 | 112766 | 242501069 | 19001 | BG MOUNTAIN ENTER | 210-452-43031 | SNOW REMOVAL (JAN | 1,650.00 | 02/25 |
| Total BG MOUNTAIN ENTERPRISES, INC: | | | | | | | 1,650.00 | |
| **BPR CONSULTING GROUP** | | | | | | | | |
| 02/19/2025 | 21925003 | 2529 | 19259 | BPR CONSULTING GR | 100-442-43031 | 01/25-SVCS | 478.75 | 02/25 |
| Total BPR CONSULTING GROUP: | | | | | | | 478.75 | |
| **BROWN'S SUPPLY, INC.** | | | | | | | | |
| 02/19/2025 | 112767 | 47736 | 41 | BROWN'S SUPPLY, INC | 210-452-42025 | POLY SAND BAGS | 215.33 | 02/25 |
| 02/19/2025 | 112767 | 47743 | 41 | BROWN'S SUPPLY, INC | 210-452-42025 | SAND BAGS | 717.75 | 02/25 |
| Total BROWN'S SUPPLY, INC.: | | | | | | | 933.08 | |
| **CALIFORNIA BUILDING OFFICIALS** | | | | | | | | |
| 02/19/2025 | 112768 | 18431 | 10769 | CALIFORNIA BUILDING | 100-442-43150 | WEBINAR - BAILEY TH | 340.00 | 02/25 |
| Total CALIFORNIA BUILDING OFFICIALS: | | | | | | | 340.00 | |
| **CALIFORNIA CONSULTING, INC.** | | | | | | | | |
| 02/19/2025 | 21925004 | 7073 | 19212 | CALIFORNIA CONSULT | 100-416-43031 | FEB 2025 GRANT WRI | 4,250.00 | 02/25 |
| Total CALIFORNIA CONSULTING, INC.: | | | | | | | 4,250.00 | |
| **CANON FINANCIAL SERVICES, INC** | | | | | | | | |
| 02/19/2025 | 21925005 | 38467297 | 19353 | CANON FINANCIAL SE | 100-416-46010 | FEB 2025 | 2,504.16 | 02/25 |
| Total CANON FINANCIAL SERVICES, INC: | | | | | | | 2,504.16 | |
| **CASELLE INC.** | | | | | | | | |
| 02/19/2025 | 112769 | 138884 | 10606 | CASELLE INC. | 100-418-45050 | MAR 2025 | 3,983.00 | 02/25 |
| Total CASELLE INC.: | | | | | | | 3,983.00 | |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| **COLANTUONO, HIGHSMITH & WHATLEY, PC** | | | | | | | | |
| 02/19/2025 | 21925006 | 63940 | 18736 | COLANTUONO, HIGHS | 100-480-43031 | 01/25-MAIN ST TAXPAY | 280.00 | 02/25 |
| Total COLANTUONO, HIGHSMITH & WHATLEY, PC: | | | | | | | 280.00 | |
| **DIY HOME CENTER** | | | | | | | | |
| 02/19/2025 | 112770 | 152953 | 5476 | DIY HOME CENTER | 100-438-42007 | MAINT SUPPLIES | 13.26 | 02/25 |
| 02/19/2025 | 112770 | 153357 | 5476 | DIY HOME CENTER | 210-456-42007 | MAINT SUPPLIES | 27.11 | 02/25 |
| 02/19/2025 | 112770 | 153368 | 5476 | DIY HOME CENTER | 100-438-42007 | MAINT SUPPLIES | 5.80 | 02/25 |
| 02/19/2025 | 112770 | 153496 | 5476 | DIY HOME CENTER | 210-456-42007 | MAINT SUPPLIES | 28.07 | 02/25 |
| Total DIY HOME CENTER: | | | | | | | 74.24 | |
| **EASTERN SIERRA PROPANE** | | | | | | | | |
| 02/19/2025 | 112771 | 03084 | 5323 | EASTERN SIERRA PR | 210-456-43404 | 01/25-VOO DOO CHUT | 2,967.12 | 02/25 |
| Total EASTERN SIERRA PROPANE: | | | | | | | 2,967.12 | |
| **EMPIRE SOUTHWEST** | | | | | | | | |
| 02/19/2025 | 112772 | EMPS6722871 | 19724 | EMPIRE SOUTHWEST | 910-000-13003 | PARTS | 1,149.76 | 02/25 |
| 02/19/2025 | 112772 | EMPC0955790 | 19724 | EMPIRE SOUTHWEST | 910-000-13003 | CREDIT | 341.38- | 02/25 |
| 02/19/2025 | 112772 | EMWK388900 | 19724 | EMPIRE SOUTHWEST | 910-000-13047 | FIELD LABOR | 2,027.20 | 02/25 |
| 02/19/2025 | 112772 | EMPS6729514 | 19724 | EMPIRE SOUTHWEST | 910-000-13003 | PARTS | 655.42 | 02/25 |
| 02/19/2025 | 112772 | EMPS6731432 | 19724 | EMPIRE SOUTHWEST | 910-000-13003 | PARTS | 296.67 | 02/25 |
| Total EMPIRE SOUTHWEST: | | | | | | | 3,787.67 | |
| **FRONTIER BUILDING PRODUCTS PACIFIC INC.** | | | | | | | | |
| 02/19/2025 | 112773 | 2-11-1098997 | 19736 | FRONTIER BUILDING | 100-464-43031 | REPLACE BUS BARN | 1,930.00 | 02/25 |
| Total FRONTIER BUILDING PRODUCTS PACIFIC INC.: | | | | | | | 1,930.00 | |
| **FRONTIER COMMUNICATIONS** | | | | | | | | |
| 02/19/2025 | 112774 | 01/25-7493 | 10869 | FRONTIER COMMUNIC | 100-416-43404 | 01/25-TOWN | 78.37 | 02/25 |
| 02/19/2025 | 112774 | 02/25-3636 | 10869 | FRONTIER COMMUNIC | 100-420-43404 | 02/25-PD | 315.17 | 02/25 |
| Total FRONTIER COMMUNICATIONS: | | | | | | | 393.54 | |
| **GLADWELL GOVERNMENTAL SVCS, INC.** | | | | | | | | |
| 02/19/2025 | 112775 | 5788 | 19670 | GLADWELL GOVERNM | 100-413-42030 | RECORDS RETENTIO | 650.00 | 02/25 |
| Total GLADWELL GOVERNMENTAL SVCS, INC.: | | | | | | | 650.00 | |
| **GROUP DELTA CONSULTANTS, INC.** | | | | | | | | |
| 02/19/2025 | 112776 | 49612 | 18874 | GROUP DELTA CONSU | 220-471-43031 | DEC 2024 | 3,987.50 | 02/25 |
| Total GROUP DELTA CONSULTANTS, INC.: | | | | | | | 3,987.50 | |
| **HASKINS, RON** | | | | | | | | |
| 02/19/2025 | 112777 | 02/23 - 03/01/2 | 19122 | HASKINS, RON | 100-442-43150 | PER DIEM | 408.00 | 02/25 |
| Total HASKINS, RON: | | | | | | | 408.00 | |
| **HIGH COUNTRY LUMBER** | | | | | | | | |
| 02/19/2025 | 112778 | 79114 | 830 | HIGH COUNTRY LUMB | 220-471-42007 | MAINT SUPPLIES | 34.86 | 02/25 |
| 02/19/2025 | 112778 | 79378 | 830 | HIGH COUNTRY LUMB | 210-452-42022 | MAINT SUPPLIES | 44.71 | 02/25 |
| 02/19/2025 | 112778 | 79488 | 830 | HIGH COUNTRY LUMB | 220-471-42007 | MAINT SUPPLIES | 166.60 | 02/25 |
| 02/19/2025 | 112778 | 79761 | 830 | HIGH COUNTRY LUMB | 220-471-42007 | MAINT SUPPLIES | 48.47 | 02/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| 02/19/2025 | 112778 | 79489 | 830 | HIGH COUNTRY LUMB | 220-471-42007 | MAINT SUPPLIES | 34.47 | 02/25 |
| Total HIGH COUNTRY LUMBER: | | | | | | | 329.11 | |
| **JAMES GOTTFRIED** | | | | | | | | |
| 02/19/2025 | 112779 | 02112025 | 19793 | JAMES GOTTFRIED | 001-000-10760 | OVERPAYMENT REFU | 250.00 | 02/25 |
| Total JAMES GOTTFRIED: | | | | | | | 250.00 | |
| **JPB DESIGNS INC.** | | | | | | | | |
| 02/19/2025 | 112780 | 02072025 | 19678 | JPB DESIGNS INC. | 300-531-43031 | PROGRESS PYMT 3 C | 318,275.23 | 02/25 |
| Total JPB DESIGNS INC.: | | | | | | | 318,275.23 | |
| **KURNIK PROPERTIES, LLC** | | | | | | | | |
| 02/19/2025 | 112781 | MAR 2025 | 19406 | KURNIK PROPERTIES, | 210-452-43031 | EQUIPMENT STORAG | 438.00 | 02/25 |
| Total KURNIK PROPERTIES, LLC: | | | | | | | 438.00 | |
| **MARY VALENTI, PH.D.** | | | | | | | | |
| 02/19/2025 | 112782 | 12182024 | 18547 | MARY VALENTI, PH.D. | 100-420-43031 | PRE-EMPLOYMENT EV | 2,000.00 | 02/25 |
| Total MARY VALENTI, PH.D.: | | | | | | | 2,000.00 | |
| **MINARET VILLAGE SHOPPING CENTER** | | | | | | | | |
| 02/19/2025 | 21925007 | MAR 2025 | 1 | MINARET VILLAGE SH | 100-416-45010 | 03/25-LEASE | 35,006.64 | 02/25 |
| Total MINARET VILLAGE SHOPPING CENTER: | | | | | | | 35,006.64 | |
| **MISSION LINEN SUPPLY, INC** | | | | | | | | |
| 02/19/2025 | 112783 | 523265995 | 6482 | MISSION LINEN SUPPL | 210-455-42006 | UNIFORM | 188.28 | 02/25 |
| Total MISSION LINEN SUPPLY, INC: | | | | | | | 188.28 | |
| **MOLINA JANITORIAL SERVICE** | | | | | | | | |
| 02/19/2025 | 112784 | 7062 | 8617 | MOLINA JANITORIAL S | 220-471-43031 | JAN 2025 | 2,340.00 | 02/25 |
| Total MOLINA JANITORIAL SERVICE: | | | | | | | 2,340.00 | |
| **MONO COUNTY INFORMATION TECHNOLOGY** | | | | | | | | |
| 02/19/2025 | 112785 | IT-TOML-CAD | 10069 | MONO COUNTY INFOR | 100-418-45050 | CADENCE TEAM 4/6/25 | 16,605.00 | 02/25 |
| 02/19/2025 | 112785 | IT-TOML-FOR | 10069 | MONO COUNTY INFOR | 100-418-45050 | FY24-25 FORESITE CY | 12,075.00 | 02/25 |
| Total MONO COUNTY INFORMATION TECHNOLOGY: | | | | | | | 28,680.00 | |
| **MOUNTAIN LAB INC., THE** | | | | | | | | |
| 02/19/2025 | 112786 | 1077 | 19185 | MOUNTAIN LAB INC., T | 220-471-43150 | EMR/BLS CPR COURS | 3,000.00 | 02/25 |
| Total MOUNTAIN LAB INC., THE: | | | | | | | 3,000.00 | |
| **NCE** | | | | | | | | |
| 02/19/2025 | 112787 | 220172537 | 10411 | NCE | 100-440-43031 | JAN 2025 | 1,747.50 | 02/25 |
| Total NCE: | | | | | | | 1,747.50 | |
| **NORTHERN INYO HOSPITAL** | | | | | | | | |
| 02/19/2025 | 112788 | 820007984 | 535 | NORTHERN INYO HOS | 100-420-43031 | MEDICAL EXAM | 396.00 | 02/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total NORTHERN INYO HOSPITAL: | | | | | | | 396.00 | |
| **ODP BUSINESS SOLUTIONS, LLC** | | | | | | | | |
| 02/19/2025 | 112789 | 404515360001 | 19198 | ODP BUSINESS SOLU | 100-420-42002 | OFFICE SUPPLIES | 80.68 | 02/25 |
| Total ODP BUSINESS SOLUTIONS, LLC: | | | | | | | 80.68 | |
| **ONWARD** | | | | | | | | |
| 02/19/2025 | 112790 | 10001961635 | 18118 | ONWARD | 100-418-43404 | FEB 2025 | 518.12 | 02/25 |
| Total ONWARD: | | | | | | | 518.12 | |
| **OPTIMUM BUSINESS** | | | | | | | | |
| 02/19/2025 | 112791 | 07715-101881- | 10002 | OPTIMUM BUSINESS | 100-438-43404 | 01/25-C CTR | 10.78 | 02/25 |
| 02/19/2025 | 112791 | 07715-102041- | 10002 | OPTIMUM BUSINESS | 210-456-43404 | 02/25-PWM | 81.79 | 02/25 |
| 02/19/2025 | 112791 | 07715-653449- | 10002 | OPTIMUM BUSINESS | 100-464-43404 | 02/25-TAVERN A3 | 171.17 | 02/25 |
| Total OPTIMUM BUSINESS: | | | | | | | 263.74 | |
| **PARS** | | | | | | | | |
| 02/19/2025 | 112792 | 57166 | 6552 | PARS | 100-416-43031 | 11/24-SVCS | 452.42 | 02/25 |
| Total PARS: | | | | | | | 452.42 | |
| **PERFECT CLEAN INC.** | | | | | | | | |
| 02/19/2025 | 112793 | 12088 | 19173 | PERFECT CLEAN INC. | 100-464-43031 | CLEANING MOUNTAIN | 470.00 | 02/25 |
| 02/19/2025 | 112793 | 12526 | 19173 | PERFECT CLEAN INC. | 100-464-43031 | CLEANING ST. MORITZ | 120.00 | 02/25 |
| Total PERFECT CLEAN INC.: | | | | | | | 590.00 | |
| **PETERBILT TRUCK PARTS & EQUIPMENT, LLC** | | | | | | | | |
| 02/19/2025 | 21925008 | X101257988:0 | 8484 | PETERBILT TRUCK PA | 910-000-13003 | PARTS | 245.88 | 02/25 |
| Total PETERBILT TRUCK PARTS & EQUIPMENT, LLC: | | | | | | | 245.88 | |
| **PROFORCE LAW ENFORCEMENT** | | | | | | | | |
| 02/19/2025 | 112794 | 567189 | 8015 | PROFORCE LAW ENF | 100-420-42006 | FIREARM, CARRIER, O | 1,196.26 | 02/25 |
| Total PROFORCE LAW ENFORCEMENT: | | | | | | | 1,196.26 | |
| **PYRO SPECTACULARS, INC.** | | | | | | | | |
| 02/19/2025 | 112795 | 02072025 | 5908 | PYRO SPECTACULAR | 100-432-44320 | JULY 4TH DEPOSIT FO | 18,000.00 | 02/25 |
| Total PYRO SPECTACULARS, INC.: | | | | | | | 18,000.00 | |
| **SACRAMENTO VALLEY ASSOC. BUILDING OFFICI** | | | | | | | | |
| 02/19/2025 | 112796 | 2156 | 18386 | SACRAMENTO VALLE | 100-442-43150 | TRAINING-R. HASKINS | 80.00 | 02/25 |
| Total SACRAMENTO VALLEY ASSOC. BUILDING OFFICI: | | | | | | | 80.00 | |
| **SIERRA GEOTECHNICAL SVCS.** | | | | | | | | |
| 02/19/2025 | 112797 | 310371 | 1876 | SIERRA GEOTECHNIC | 100-442-43031 | OCT 2024-FIELD INSP | 2,259.43 | 02/25 |
| 02/19/2025 | 112797 | 310372 | 1876 | SIERRA GEOTECHNIC | 100-442-43031 | NOV 2024-FIELD INSP | 1,780.00 | 02/25 |
| 02/19/2025 | 112797 | 310421 | 1876 | SIERRA GEOTECHNIC | 100-442-43031 | JAN 2025-FIELD INSPE | 4,354.80 | 02/25 |
| 02/19/2025 | 112797 | 310422 | 1876 | SIERRA GEOTECHNIC | 100-442-43031 | DEC 2024-FIELD INSP | 3,671.89 | 02/25 |
| 02/19/2025 | 112797 | 310423 | 1876 | SIERRA GEOTECHNIC | 100-442-43031 | DEC-JAN 2025-FIELD I | 345.00 | 02/25 |
| 02/19/2025 | 112797 | 310424 | 1876 | SIERRA GEOTECHNIC | 100-442-43031 | DEC-JAN 2025-FIELD I | 632.50 | 02/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total SIERRA GEOTECHNICAL SVCS.: | | | | | | | 13,043.62 | |
| **SPINA, DANIEL** | | | | | | | | |
| 02/19/2025 | 112798 | BP24-00495A | 19705 | SPINA, DANIEL | 001-000-10765 | OVERPAYMENT REFU | 90.38 | 02/25 |
| Total SPINA, DANIEL: | | | | | | | 90.38 | |
| **THOMAS PETROLEUM, LLC** | | | | | | | | |
| 02/19/2025 | 21925009 | 1144223-IN | 7891 | THOMAS PETROLEUM | 910-000-13001 | FUEL | 7,534.12 | 02/25 |
| 02/19/2025 | 21925009 | 1144224-IN | 7891 | THOMAS PETROLEUM | 910-000-13001 | DIESEL | 6,328.08 | 02/25 |
| Total THOMAS PETROLEUM, LLC: | | | | | | | 13,862.20 | |
| **TRANSUNION RISK & ALTERNATIVE** | | | | | | | | |
| 02/19/2025 | 112799 | 45851-202412- | 10413 | TRANSUNION RISK & | 100-420-43031 | DEC 2024 - CREDIT CH | 75.00 | 02/25 |
| Total TRANSUNION RISK & ALTERNATIVE: | | | | | | | 75.00 | |
| **TRINITY INTEGRATED SOLUTIONS, INC** | | | | | | | | |
| 02/19/2025 | 112800 | 11596 | 19706 | TRINITY INTEGRATED | 100-418-43031 | APPLICATION DEVELO | 1,890.00 | 02/25 |
| Total TRINITY INTEGRATED SOLUTIONS, INC: | | | | | | | 1,890.00 | |
| **VARGAS, ISIDRO** | | | | | | | | |
| 02/19/2025 | 112801 | 02032025 | 19751 | VARGAS, ISIDRO | 210-452-42030 | MEAL ALLOWANCE | 23.00 | 02/25 |
| Total VARGAS, ISIDRO: | | | | | | | 23.00 | |
| **WATERDOGS RESTORATION** | | | | | | | | |
| 02/19/2025 | 21925010 | 1599 | 19776 | WATERDOGS RESTOR | 100-420-45060 | AREA RUG CLEANING | 2,634.61 | 02/25 |
| 02/19/2025 | 21925010 | 1605 | 19776 | WATERDOGS RESTOR | 858-436-43031 | WATER DAMAGE RES | 1,644.40 | 02/25 |
| 02/19/2025 | 21925010 | 1606 | 19776 | WATERDOGS RESTOR | 215-511-42026 | CUSTODIAL SVCS (2/2 | 1,710.00 | 02/25 |
| Total WATERDOGS RESTORATION: | | | | | | | 5,989.01 | |
| **ZOOM RECREATION INC.** | | | | | | | | |
| 02/19/2025 | 112802 | 2308 | 19792 | ZOOM RECREATION I | 300-531-43031 | EXPEDITED ENGINEE | 1,800.00 | 02/25 |
| Total ZOOM RECREATION INC.: | | | | | | | 1,800.00 | |
| Grand Totals: | | | | | | | 1,103,774.38 | |

Signature: JAMIE GRAY Date 2/19/25

Signature: NOLAN BOBROFF Date 2-19-2025

Signature: STEPHANIE TRUJILLO Date 2/27/25

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 |
|---|---|---|---|---|---|---|---|---|
| **ALEX PRINTING** | | | | | | | | |
| 02/26/2025 | 112810 | 58016 | 2976 | ALEX PRINTING | 100-420-43120 | BUSINESS CARDS - G | 189.44 | 02/25 |
| Total ALEX PRINTING: | | | | | | | 189.44 | |
| **AMAZON CAPITAL SERVICES** | | | | | | | | |
| 02/26/2025 | 22625000 | 1D1T-4JW1-P | 19234 | AMAZON CAPITAL SER | 100-420-42002 | OFFICE SUPPLIES | 210.45 | 02/25 |
| Total AMAZON CAPITAL SERVICES: | | | | | | | 210.45 | |
| **AMERIGAS** | | | | | | | | |
| 02/26/2025 | 112811 | 3173765273/20 | 6982 | AMERIGAS | 220-471-43404 | 01/25-AIRPORT | 14.32 | 02/25 |
| 02/26/2025 | 112811 | 3174394009/20 | 6982 | AMERIGAS | 220-471-43404 | 02/25-AIRPORT | 1,071.70 | 02/25 |
| Total AMERIGAS: | | | | | | | 1,086.02 | |
| **AT&T DOJ LINE** | | | | | | | | |
| 02/26/2025 | 112812 | 000022979342 | 18336 | AT&T DOJ LINE | 100-420-43031 | JANUARY 2025 | 927.48 | 02/25 |
| Total AT&T DOJ LINE: | | | | | | | 927.48 | |
| **BEST BEST & KRIEGER** | | | | | | | | |
| 02/26/2025 | 22625001 | 1019358 | 33 | BEST BEST & KRIEGE | 100-412-43031 | 01/25-GENERAL | 69.08 | 02/25 |
| Total BEST BEST & KRIEGER: | | | | | | | 69.08 | |
| **BIGWOOD OWNERS' ASSOC.** | | | | | | | | |
| 02/26/2025 | 112813 | DEC 2024 - UN | 19470 | BIGWOOD OWNERS' A | 100-464-43404 | 12/24 MAJESTIC PINE | 956.73 | 02/25 |
| 02/26/2025 | 112813 | DEC 2024 UNI | 19470 | BIGWOOD OWNERS' A | 100-464-43404 | 12/24-MAJESTIC PINE | 1,049.66 | 02/25 |
| 02/26/2025 | 112813 | MAR 2025 UNI | 19470 | BIGWOOD OWNERS' A | 100-464-43404 | 03/25-MAJESTIC PINE | 544.00 | 02/25 |
| 02/26/2025 | 112813 | MAR 2025 UNI | 19470 | BIGWOOD OWNERS' A | 100-464-43404 | 03/25-MAJESTIC PINE | 855.00 | 02/25 |
| Total BIGWOOD OWNERS' ASSOC.: | | | | | | | 3,405.39 | |
| **BRANDLEY ENGINEERING, INC.** | | | | | | | | |
| 02/26/2025 | 22625002 | 11372 | 3443 | BRANDLEY ENGINEER | 220-531-43031 | 01/25-ENGINEERING S | 8,435.98 | 02/25 |
| Total BRANDLEY ENGINEERING, INC.: | | | | | | | 8,435.98 | |
| **CALIFORNIA BROADBAND CORP** | | | | | | | | |
| 02/26/2025 | 112814 | 20000069251 | 10416 | CALIFORNIA BROADB | 100-418-43404 | FEB 2025 | 2,706.22 | 02/25 |
| Total CALIFORNIA BROADBAND CORP: | | | | | | | 2,706.22 | |
| **CROCKETT-STOLTZFUS** | | | | | | | | |
| 02/26/2025 | 112815 | JAN-MAR 2025 | 5615 | CROCKETT-STOLTZFU | 100-420-43031 | STORAGE #26 | 660.00 | 02/25 |
| Total CROCKETT-STOLTZFUS: | | | | | | | 660.00 | |
| **DEAN'S PLUMBING & HEATING, INC.** | | | | | | | | |
| 02/26/2025 | 112816 | 57981 | 2410 | DEAN'S PLUMBING & | 210-456-43031 | REPLACE WATER HEA | 2,589.57 | 02/25 |
| Total DEAN'S PLUMBING & HEATING, INC.: | | | | | | | 2,589.57 | |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| **EASTERN SIERRA PROPANE** | | | | | | | | |
| 02/26/2025 | 112817 | 0725342 | 5323 | EASTERN SIERRA PR | 210-456-43404 | LAKE VIEW ICE MELT | 2,620.47 | 02/25 |
| 02/26/2025 | 112817 | 0725435 | 5323 | EASTERN SIERRA PR | 210-456-43404 | LAKE VIEW ICE MELT | 2,177.66 | 02/25 |
| Total EASTERN SIERRA PROPANE: | | | | | | | 4,798.13 | |
| **FEDERAL EXPRESS CORP** | | | | | | | | |
| 02/26/2025 | 112818 | 8-763-99781 | 717 | FEDERAL EXPRESS C | 100-420-42005 | SHIPPING CHGS | 36.09 | 02/25 |
| Total FEDERAL EXPRESS CORP: | | | | | | | 36.09 | |
| **FELKEL CONSTRUCTION INC.** | | | | | | | | |
| 02/26/2025 | 22625003 | 2025-15 | 18990 | FELKEL CONSTRUCTI | 215-511-42026 | SNOW SHOVELING (1/ | 10,408.33 | 02/25 |
| Total FELKEL CONSTRUCTION INC.: | | | | | | | 10,408.33 | |
| **GALLS, LLC** | | | | | | | | |
| 02/26/2025 | 112819 | 024552686 | 10276 | GALLS, LLC | 100-420-42006 | UNIFORM | 160.15 | 02/25 |
| 02/26/2025 | 112819 | 024946006CR | 10276 | GALLS, LLC | 100-420-42006 | CREDIT MEMO-UNIFO | 86.19- | 02/25 |
| Total GALLS, LLC: | | | | | | | 73.96 | |
| **GALVAN, JOSE** | | | | | | | | |
| 02/26/2025 | 112820 | 02202025 | 19439 | GALVAN, JOSE | 210-452-42030 | MEAL ALLOWANCE | 138.00 | 02/25 |
| Total GALVAN, JOSE: | | | | | | | 138.00 | |
| **GONZALES, ROBERT** | | | | | | | | |
| 02/26/2025 | 112821 | 02202025 | 19308 | GONZALES, ROBERT | 210-452-42030 | MEAL ALLOWANCE | 20.00 | 02/25 |
| Total GONZALES, ROBERT: | | | | | | | 20.00 | |
| **HALFERTY, DERRICK** | | | | | | | | |
| 02/26/2025 | 112822 | 02202025 | 10324 | HALFERTY, DERRICK | 210-452-42030 | MEAL ALLOWANCE | 138.00 | 02/25 |
| Total HALFERTY, DERRICK: | | | | | | | 138.00 | |
| **HASKINS, RON** | | | | | | | | |
| 02/20/2025 | 112777 | 02/23 - 03/01/2 | 19122 | HASKINS, RON | 100-442-43150 | PER DIEM | 408.00- | 02/25 |
| Total HASKINS, RON: | | | | | | | 408.00- | |
| **HERNANDEZ-LOPEZ, JONATHAN** | | | | | | | | |
| 02/26/2025 | 112823 | 02202025 | 19273 | HERNANDEZ-LOPEZ, J | 210-452-42030 | MEAL ALLOWANCE | 138.00 | 02/25 |
| Total HERNANDEZ-LOPEZ, JONATHAN: | | | | | | | 138.00 | |
| **HERNANDEZ-PEREZ, JONATHAN** | | | | | | | | |
| 02/26/2025 | 112824 | 02202025 | 19274 | HERNANDEZ-PEREZ, J | 210-452-42030 | MEAL ALLOWANCE | 138.00 | 02/25 |
| Total HERNANDEZ-PEREZ, JONATHAN: | | | | | | | 138.00 | |
| **HIGH COUNTRY LUMBER** | | | | | | | | |
| 02/26/2025 | 112825 | 80125 | 830 | HIGH COUNTRY LUMB | 210-452-42025 | MAINT SUPPLIES | 37.22 | 02/25 |
| 02/26/2025 | 112825 | 80213 | 830 | HIGH COUNTRY LUMB | 210-452-42025 | MAINT SUPPLIES | 21.54 | 02/25 |
| 02/26/2025 | 112825 | 80219 | 830 | HIGH COUNTRY LUMB | 100-464-43031 | MAINT SUPPLIES | 51.89 | 02/25 |
| 02/26/2025 | 112825 | 080141 | 830 | HIGH COUNTRY LUMB | 100-464-43031 | MAINT SUPPLIES | 199.33 | 02/25 |
| 02/26/2025 | 112825 | 080143 | 830 | HIGH COUNTRY LUMB | 100-464-43031 | RETURN-MAINT SUPP | 6.45- | 02/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total HIGH COUNTRY LUMBER: | | | | | | | 303.53 | |
| **HOSKIN, WESLEY** | | | | | | | | |
| 02/26/2025 | 112826 | 03/09-03/12/25 | 19688 | HOSKIN, WESLEY | 100-420-43150 | PER DIEM | 212.00 | 02/25 |
| Total HOSKIN, WESLEY: | | | | | | | 212.00 | |
| **JOHNSON CONTROLS FIRE PROTECTION** | | | | | | | | |
| 02/26/2025 | 112827 | 24557586 | 18436 | JOHNSON CONTROLS | 100-464-43031 | 01/03/25-02/28/26 ALA | 527.00 | 02/25 |
| Total JOHNSON CONTROLS FIRE PROTECTION: | | | | | | | 527.00 | |
| **LEMUS, ARTURO** | | | | | | | | |
| 02/26/2025 | 112828 | 02202025 | 19438 | LEMUS, ARTURO | 210-452-42030 | MEAL ALLOWANCE | 138.00 | 02/25 |
| Total LEMUS, ARTURO: | | | | | | | 138.00 | |
| **LEMUS, BRIAN** | | | | | | | | |
| 02/26/2025 | 112829 | 02202025 | 19130 | LEMUS, BRIAN | 210-452-42030 | MEAL ALLOWANCE | 161.00 | 02/25 |
| Total LEMUS, BRIAN: | | | | | | | 161.00 | |
| **LEXIPOL, LLC** | | | | | | | | |
| 02/26/2025 | 112830 | INVCOR11244 | 19412 | LEXIPOL, LLC | 100-420-43031 | LAW ENFORCEMENT | 3,199.00 | 02/25 |
| Total LEXIPOL, LLC: | | | | | | | 3,199.00 | |
| **MALDONADO, FERNANDO** | | | | | | | | |
| 02/26/2025 | 112831 | 02202025 | 7688 | MALDONADO, FERNA | 210-452-42030 | MEAL ALLOWANCE | 207.00 | 02/25 |
| Total MALDONADO, FERNANDO: | | | | | | | 207.00 | |
| **MAMMOTH COMMUNITY WATER DISTRICT** | | | | | | | | |
| 02/26/2025 | 112832 | 03600 | 308 | MAMMOTH COMMUNI | 100-434-43031 | 02/25-LAB SVCS WHIT | 44.00 | 02/25 |
| Total MAMMOTH COMMUNITY WATER DISTRICT: | | | | | | | 44.00 | |
| **MAMMOTH HOSPITAL** | | | | | | | | |
| 02/26/2025 | 112833 | 210033188 | 7376 | MAMMOTH HOSPITAL | 100-417-43140 | MEDICAL EXAM | 127.40 | 02/25 |
| 02/26/2025 | 112833 | 210033291 | 7376 | MAMMOTH HOSPITAL | 100-420-43031 | MEDICAL EXAM | 725.20 | 02/25 |
| 02/26/2025 | 112833 | 210033487 | 7376 | MAMMOTH HOSPITAL | 100-420-43031 | MEDICAL EXAM | 931.00 | 02/25 |
| Total MAMMOTH HOSPITAL: | | | | | | | 1,783.60 | |
| **MAMMOTH LAKES RECREATION** | | | | | | | | |
| 02/26/2025 | 22625004 | 3055 | 10529 | MAMMOTH LAKES RE | 217-513-43031 | MEASURE U SPECIAL | 8,452.44 | 02/25 |
| Total MAMMOTH LAKES RECREATION: | | | | | | | 8,452.44 | |
| **MAMMOTH LOCK AND KEY** | | | | | | | | |
| 02/26/2025 | 22625005 | 52042 | 7888 | MAMMOTH LOCK AND | 215-511-42026 | MASTER PIN LOCKS - | 182.35 | 02/25 |
| Total MAMMOTH LOCK AND KEY: | | | | | | | 182.35 | |
| **MARTINEZ, FEDERICO** | | | | | | | | |
| 02/26/2025 | 112834 | 02202025 | 18775 | MARTINEZ, FEDERICO | 210-452-42030 | MEAL ALLOWANCE | 184.00 | 02/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total MARTINEZ, FEDERICO: | | | | | | | 184.00 | |
| **MAVERICK DATA SYSTEMS** | | | | | | | | |
| 02/26/2025 | 112835 | 376 | 19795 | MAVERICK DATA SYST | 100-420-43031 | WARRANT BUILDER-P | 1,250.00 | 02/25 |
| Total MAVERICK DATA SYSTEMS: | | | | | | | 1,250.00 | |
| **MISSION LINEN SUPPLY, INC** | | | | | | | | |
| 02/24/2025 | 112704 | 522976865 | 6482 | MISSION LINEN SUPPL | 858-436-42007 | MAINT SUPPLIES | 597.22- | 02/25 |
| 02/24/2025 | 112704 | 523132551 | 6482 | MISSION LINEN SUPPL | 210-452-42007 | MAINT SUPPLIES | 285.95- | 02/25 |
| 02/24/2025 | 112704 | 523132552 | 6482 | MISSION LINEN SUPPL | 910-000-13003 | UNIFORMS | 96.52- | 02/25 |
| 02/24/2025 | 112704 | 523170029 | 6482 | MISSION LINEN SUPPL | 858-436-42007 | MAINT SUPPLIES | 373.96- | 02/25 |
| 02/24/2025 | 112704 | 523181587 | 6482 | MISSION LINEN SUPPL | 210-455-42006 | UNIFORMS | 180.41- | 02/25 |
| 02/26/2025 | 112836 | 522976865 | 6482 | MISSION LINEN SUPPL | 858-436-42007 | MAINT SUPPLIES | 597.22 | 02/25 |
| 02/26/2025 | 112836 | 523132551 | 6482 | MISSION LINEN SUPPL | 210-452-42007 | MAINT SUPPLIES | 285.95 | 02/25 |
| 02/26/2025 | 112836 | 523132552 | 6482 | MISSION LINEN SUPPL | 910-000-13003 | UNIFORMS | 96.52 | 02/25 |
| 02/26/2025 | 112836 | 523170029 | 6482 | MISSION LINEN SUPPL | 858-436-42007 | MAINT SUPPLIES | 373.96 | 02/25 |
| 02/26/2025 | 112836 | 523181587 | 6482 | MISSION LINEN SUPPL | 210-455-42006 | UNIFORMS | 180.41 | 02/25 |
| 02/26/2025 | 112836 | 523364052 | 6482 | MISSION LINEN SUPPL | 100-438-42007 | MAINT SUPPLIES | 47.14 | 02/25 |
| Total MISSION LINEN SUPPLY, INC: | | | | | | | 47.14 | |
| **MURPHY, LUCAS** | | | | | | | | |
| 02/26/2025 | 112837 | 02202025 | 19292 | MURPHY, LUCAS | 210-452-42030 | MEAL ALLOWANCE | 161.00 | 02/25 |
| Total MURPHY, LUCAS: | | | | | | | 161.00 | |
| **OCAMPOS, ISIDRO** | | | | | | | | |
| 02/26/2025 | 112838 | 02202025 | 19263 | OCAMPOS, ISIDRO | 210-452-42030 | MEAL ALLOWANCE | 161.00 | 02/25 |
| Total OCAMPOS, ISIDRO: | | | | | | | 161.00 | |
| **PARS** | | | | | | | | |
| 02/26/2025 | 112839 | 57276 | 6552 | PARS | 100-416-43031 | 12/24-SVCS | 800.00 | 02/25 |
| 02/26/2025 | 112839 | 57360 | 6552 | PARS | 100-416-43031 | 12/24-SVCS | 454.09 | 02/25 |
| Total PARS: | | | | | | | 1,254.09 | |
| **PEDERSON, WILL** | | | | | | | | |
| 02/26/2025 | 112840 | 02202025 | 19764 | PEDERSON, WILL | 210-452-42030 | MEAL ALLOWANCE | 120.00 | 02/25 |
| Total PEDERSON, WILL: | | | | | | | 120.00 | |
| **PELHAM, AMANDA** | | | | | | | | |
| 02/26/2025 | 22625006 | 02202025 | 18144 | PELHAM, AMANDA | 100-417-42030 | HR MAKEUP EMPLOY | 77.51 | 02/25 |
| Total PELHAM, AMANDA: | | | | | | | 77.51 | |
| **SMITHEMAN, PAMELA** | | | | | | | | |
| 02/26/2025 | 112841 | 02182025 | 19662 | SMITHEMAN, PAMELA | 100-000-20020 | AMERICAN FIDELITY O | 45.34 | 02/25 |
| Total SMITHEMAN, PAMELA: | | | | | | | 45.34 | |
| **SPIESS CONSTRUCTION CO., INC.** | | | | | | | | |
| 02/26/2025 | 112715 | PROGRESS P | 2906 | SPIESS CONSTRUCTI | 300-531-43031 | SHARP TRAILHEAD | 627,844.55- | 02/25 |
| 02/26/2025 | 112842 | PROGRESS P | 2906 | SPIESS CONSTRUCTI | 300-531-43031 | SHARP TRAILHEAD | 627,844.55 | 02/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total SPIESS CONSTRUCTION CO., INC.: | | | | | | | .00 | |
| **TANAKA, RYAN** | | | | | | | | |
| 02/26/2025 | 22625007 | 3/2-3/7/25 | 19149 | TANAKA, RYAN | 100-420-43150 | PER DIEM | 324.00 | 02/25 |
| Total TANAKA, RYAN: | | | | | | | 324.00 | |
| **TAPIA, ALEXIS** | | | | | | | | |
| 02/26/2025 | 112843 | 02202025 | 19752 | TAPIA, ALEXIS | 210-452-42030 | MEAL ALLOWANCE | 184.00 | 02/25 |
| Total TAPIA, ALEXIS: | | | | | | | 184.00 | |
| **VARGAS, ISIDRO** | | | | | | | | |
| 02/26/2025 | 112844 | 02202025 | 19751 | VARGAS, ISIDRO | 210-452-42030 | MEAL ALLOWANCE | 161.00 | 02/25 |
| Total VARGAS, ISIDRO: | | | | | | | 161.00 | |
| **VERIZON** | | | | | | | | |
| 02/26/2025 | 112845 | 6104381288 | 5637 | VERIZON | 100-420-43404 | 01/25-PD | 1,175.76 | 02/25 |
| 02/26/2025 | 112845 | 6105216885 | 5637 | VERIZON | 100-438-43404 | 01/25-PARKS | 114.03 | 02/25 |
| Total VERIZON: | | | | | | | 1,289.79 | |
| **WATERDOGS RESTORATION** | | | | | | | | |
| 02/26/2025 | 22625008 | 1620 | 19776 | WATERDOGS RESTOR | 215-511-42026 | CUSTODIAL SVCS (2/9 | 1,710.00 | 02/25 |
| Total WATERDOGS RESTORATION: | | | | | | | 1,710.00 | |
| **XEROX CORPORATION** | | | | | | | | |
| 02/26/2025 | 112846 | 022951596 | 234 | XEROX CORPORATIO | 100-416-46010 | JAN 2025 | 227.46 | 02/25 |
| 02/26/2025 | 112846 | 022951597 | 234 | XEROX CORPORATIO | 100-416-46010 | JAN 2025 | 191.06 | 02/25 |
| Total XEROX CORPORATION: | | | | | | | 418.52 | |
| Grand Totals: | | | | | | | 58,357.45 | |

Signature: JAMIE GRAY Date 2/26/25

Signature: NOLAN BOBROFF Date 2-26-25

Signature: STEPHANIE TRUJILLO Date 2/27/25

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 BETTER FIREPLACE** | | | | | | | | |
| 03/06/2025 | 112856 | 36 | 19346 | A BETTER FIREPLACE | 100-440-44500 | WOODSTOVE PROGR | 2,000.00 | 03/25 |
| Total A BETTER FIREPLACE: | | | | | | | 2,000.00 | |
| **ALEX PRINTING** | | | | | | | | |
| 03/06/2025 | 112857 | 57855 | 2976 | ALEX PRINTING | 100-416-42002 | BUSINESS CARDS - C | 87.00 | 03/25 |
| 03/06/2025 | 112857 | 57929 | 2976 | ALEX PRINTING | 100-416-42002 | BUSINESS CARDS - D | 87.00 | 03/25 |
| 03/06/2025 | 112857 | 57960 | 2976 | ALEX PRINTING | 100-416-42002 | ENVELOPES | 1,104.90 | 03/25 |
| Total ALEX PRINTING: | | | | | | | 1,278.90 | |
| **AMERIGAS** | | | | | | | | |
| 03/06/2025 | 112858 | 3174687061/20 | 6982 | AMERIGAS | 100-464-43404 | 02/25-TAVERN RD #A3 | 47.51 | 03/25 |
| 03/06/2025 | 112858 | 3174733769/20 | 6982 | AMERIGAS | 210-456-43404 | 02/25-PWM | 4,942.78 | 03/25 |
| 03/06/2025 | 112858 | 3174733773/20 | 6982 | AMERIGAS | 100-475-43404 | 02/25-TRANSIT | 14.32 | 03/25 |
| Total AMERIGAS: | | | | | | | 5,004.61 | |
| **ARROW LIFT OF CALIFORNIA** | | | | | | | | |
| 03/06/2025 | 30625020 | P-SI20943 | 19760 | ARROW LIFT OF CALIF | 300-531-43031 | CRC | 1,875.00 | 03/25 |
| Total ARROW LIFT OF CALIFORNIA: | | | | | | | 1,875.00 | |
| **ASCENT ENVIRONMENTAL, INC.** | | | | | | | | |
| 03/06/2025 | 30625021 | 20210079.01-4 | 19114 | ASCENT ENVIRONME | 100-440-43031 | 01/25-SVCS | 11,494.74 | 03/25 |
| Total ASCENT ENVIRONMENTAL, INC.: | | | | | | | 11,494.74 | |
| **AT&T MOBILITY** | | | | | | | | |
| 03/06/2025 | 112859 | 287292079320 | 8453 | AT&T MOBILITY | 100-416-43404 | 02/25-REC | 40.74 | 03/25 |
| 03/06/2025 | 112859 | 287311715401 | 8453 | AT&T MOBILITY | 100-420-43404 | 02/25-MIFI PD | 83.75 | 03/25 |
| Total AT&T MOBILITY: | | | | | | | 124.49 | |
| **BISHOP AUTOMOTIVE CENTER** | | | | | | | | |
| 03/06/2025 | 30625022 | 1-GS76033 | 18309 | BISHOP AUTOMOTIVE | 910-000-13003 | PARTS | 3,517.70 | 03/25 |
| Total BISHOP AUTOMOTIVE CENTER: | | | | | | | 3,517.70 | |
| **BORG EQUIPMENT & SUPPLY CO.** | | | | | | | | |
| 03/06/2025 | 30625023 | 24-0933676-00 | 18780 | BORG EQUIPMENT & | 910-000-13003 | PARTS | 68.70 | 03/25 |
| Total BORG EQUIPMENT & SUPPLY CO.: | | | | | | | 68.70 | |
| **BROWN'S SUPPLY, INC.** | | | | | | | | |
| 03/06/2025 | 30625024 | 46767 | 41 | BROWN'S SUPPLY, INC | 910-000-13047 | CERTIFIED TRUCK WE | 15.00 | 03/25 |
| 03/06/2025 | 30625024 | 47224 | 41 | BROWN'S SUPPLY, INC | 910-000-13047 | CERTIFIED TRUCK WE | 15.00 | 03/25 |
| 03/06/2025 | 30625024 | 47662 | 41 | BROWN'S SUPPLY, INC | 300-531-43031 | MAINT SUPPLIES | 730.80 | 03/25 |
| 03/06/2025 | 30625024 | 47663 | 41 | BROWN'S SUPPLY, INC | 300-531-43031 | MAINT SUPPLIES | 548.10 | 03/25 |
| 03/06/2025 | 30625024 | 47665 | 41 | BROWN'S SUPPLY, INC | 300-531-43031 | MAINT SUPPLIES | 548.10 | 03/25 |
| 03/06/2025 | 30625024 | 47668 | 41 | BROWN'S SUPPLY, INC | 300-531-43031 | MAINT SUPPLIES | 548.10 | 03/25 |
| 03/06/2025 | 30625024 | 47669 | 41 | BROWN'S SUPPLY, INC | 300-531-43031 | MAINT SUPPLIES | 182.70 | 03/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total BROWN'S SUPPLY, INC.: | | | | | | | 2,587.80 | |
| **BY MONNEY, INC. DBA PRINT FELLOWS** | | | | | | | | |
| 03/06/2025 | 112860 | 2770 | 19780 | BY MONNEY, INC. DBA | 858-436-43120 | 01/25-WALL VINYL, PE | 684.88 | 03/25 |
| Total BY MONNEY, INC. DBA PRINT FELLOWS: | | | | | | | 684.88 | |
| **CAMARGO-AGUILOR, SERGIO** | | | | | | | | |
| 03/06/2025 | 112861 | 02172025 | 19466 | CAMARGO-AGUILOR, | 210-452-42030 | MEAL ALLOWANCE | 207.00 | 03/25 |
| Total CAMARGO-AGUILOR, SERGIO: | | | | | | | 207.00 | |
| **CANON FINANCIAL SERVICES, INC** | | | | | | | | |
| 03/06/2025 | 30625025 | 38848331 | 19353 | CANON FINANCIAL SE | 100-416-46010 | MAR 2025 | 329.28 | 03/25 |
| Total CANON FINANCIAL SERVICES, INC: | | | | | | | 329.28 | |
| **CASABIAN, DANIEL** | | | | | | | | |
| 03/06/2025 | 30625026 | 3/8-3/13/25 | 6171 | CASABIAN, DANIEL | 100-420-43150 | PER DIEM | 289.00 | 03/25 |
| Total CASABIAN, DANIEL: | | | | | | | 289.00 | |
| **CEPEDA, LUIS** | | | | | | | | |
| 03/06/2025 | 112862 | 02172025 | 6911 | CEPEDA, LUIS | 210-452-42030 | MEAL ALLOWANCE | 161.00 | 03/25 |
| Total CEPEDA, LUIS: | | | | | | | 161.00 | |
| **CHUCK VILLAR CONSTRUCTION INC.** | | | | | | | | |
| 03/06/2025 | 30625027 | 29013 | 7277 | CHUCK VILLAR CONS | 853-452-43031 | SNOW REMOVAL BLU | 10,930.10 | 03/25 |
| 03/06/2025 | 30625027 | 29014 | 7277 | CHUCK VILLAR CONS | 210-452-43031 | SNOW REMOVAL CIVI | 4,227.66 | 03/25 |
| 03/06/2025 | 30625027 | 29015 | 7277 | CHUCK VILLAR CONS | 100-452-43031 | SNOW REMOVAL COM | 6,180.52 | 03/25 |
| 03/06/2025 | 30625027 | 29016 | 7277 | CHUCK VILLAR CONS | 100-452-43031 | SNOW REMOVAL FIRE | 1,345.27 | 03/25 |
| 03/06/2025 | 30625027 | 29017 | 7277 | CHUCK VILLAR CONS | 100-452-43031 | SNOW REMOVAL HILL | 4,363.75 | 03/25 |
| 03/06/2025 | 30625027 | 29018 | 7277 | CHUCK VILLAR CONS | 850-452-43031 | SNOW REMOVAL JUNI | 8,351.23 | 03/25 |
| 03/06/2025 | 30625027 | 29019 | 7277 | CHUCK VILLAR CONS | 100-420-43031 | SNOW REMOVAL PD | 3,578.81 | 03/25 |
| 03/06/2025 | 30625027 | 29020 | 7277 | CHUCK VILLAR CONS | 210-452-43031 | SNOW REMOVAL SDY | 7,708.41 | 03/25 |
| 03/06/2025 | 30625027 | 29021 | 7277 | CHUCK VILLAR CONS | 210-452-43031 | SNOW REMOVAL SHE | 10,146.49 | 03/25 |
| 03/06/2025 | 30625027 | 29022 | 7277 | CHUCK VILLAR CONS | 100-452-43031 | SNOW REMOVAL TAVE | 5,986.91 | 03/25 |
| 03/06/2025 | 30625027 | 29023 | 7277 | CHUCK VILLAR CONS | 210-452-43031 | SNOW REMOVAL FRO | 34,720.78 | 03/25 |
| Total CHUCK VILLAR CONSTRUCTION INC.: | | | | | | | 97,539.93 | |
| **COMPUMERIC ENGINEERING INC** | | | | | | | | |
| 03/06/2025 | 112863 | 0000012537 | 19794 | COMPUMERIC ENGIN | 300-531-43031 | TRASH/RECYCLING C | 5,368.76 | 03/25 |
| Total COMPUMERIC ENGINEERING INC: | | | | | | | 5,368.76 | |
| **DEAN'S PLUMBING & HEATING, INC.** | | | | | | | | |
| 03/06/2025 | 112864 | 58413 | 2410 | DEAN'S PLUMBING & | 100-464-43031 | ESTA BLDG HEATER C | 726.09 | 03/25 |
| Total DEAN'S PLUMBING & HEATING, INC.: | | | | | | | 726.09 | |
| **DEPT OF JUSTICE** | | | | | | | | |
| 03/06/2025 | 112865 | 793257 | 1775 | DEPT OF JUSTICE | 100-417-43140 | FINGERPRINTING | 320.00 | 03/25 |
| 03/06/2025 | 112865 | 780642 | 1775 | DEPT OF JUSTICE | 100-417-43140 | FINGERPRINTING | 64.00 | 03/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total DEPT OF JUSTICE: | | | | | | | 384.00 | |
| **DESIGNS UNLIMITED SCREEN PRINTS** | | | | | | | | |
| 03/06/2025 | 112866 | 28828 | 63 | DESIGNS UNLIMITED | 210-452-42006 | EMBROIDERY | 1,443.85 | 03/25 |
| 03/06/2025 | 112866 | 919572 | 63 | DESIGNS UNLIMITED | 220-471-42006 | EMBROIDERY | 15.00 | 03/25 |
| Total DESIGNS UNLIMITED SCREEN PRINTS: | | | | | | | 1,458.85 | |
| **DIMAS, JESUS** | | | | | | | | |
| 03/06/2025 | 112867 | 02172025 | 18507 | DIMAS, JESUS | 210-452-42030 | MEAL ALLOWANCE | 207.00 | 03/25 |
| Total DIMAS, JESUS: | | | | | | | 207.00 | |
| **EL SOL DE LA SIERRA** | | | | | | | | |
| 03/06/2025 | 30625028 | 00003758 | 7831 | EL SOL DE LA SIERRA | 100-413-43130 | 01/25-DYK | 209.16 | 03/25 |
| Total EL SOL DE LA SIERRA: | | | | | | | 209.16 | |
| **ELBERT DISTRIBUTING** | | | | | | | | |
| 03/06/2025 | 30625029 | PI0058104 | 19208 | ELBERT DISTRIBUTIN | 910-000-13003 | PARTS | 72.67 | 03/25 |
| Total ELBERT DISTRIBUTING: | | | | | | | 72.67 | |
| **EMPIRE SOUTHWEST** | | | | | | | | |
| 03/06/2025 | 112868 | EMPS6733424 | 19724 | EMPIRE SOUTHWEST | 910-000-13003 | PARTS | 414.72 | 03/25 |
| 03/06/2025 | 112868 | EMPS6738002 | 19724 | EMPIRE SOUTHWEST | 910-000-13003 | PARTS | 254.53 | 03/25 |
| 03/06/2025 | 112868 | EMPS6751609 | 19724 | EMPIRE SOUTHWEST | 910-000-13003 | PARTS | 719.30 | 03/25 |
| 03/06/2025 | 112868 | EMPS6753705 | 19724 | EMPIRE SOUTHWEST | 910-000-13003 | PARTS | 1,985.14 | 03/25 |
| 03/06/2025 | 112868 | EMPS6754110 | 19724 | EMPIRE SOUTHWEST | 210-455-43110 | PARTS | 808.13 | 03/25 |
| Total EMPIRE SOUTHWEST: | | | | | | | 4,181.82 | |
| **FELKEL CONSTRUCTION INC.** | | | | | | | | |
| 03/06/2025 | 30625030 | 2025-17 | 18990 | FELKEL CONSTRUCTI | 856-452-43031 | SNOW SHOVELING (2/ | 20,812.51 | 03/25 |
| Total FELKEL CONSTRUCTION INC.: | | | | | | | 20,812.51 | |
| **FIGUEROA ALVARADO, SALVADOR** | | | | | | | | |
| 03/06/2025 | 112869 | 02172025 | 18759 | FIGUEROA ALVARADO, | 210-452-42030 | MEAL ALLOWANCE | 207.00 | 03/25 |
| Total FIGUEROA ALVARADO, SALVADOR: | | | | | | | 207.00 | |
| **FRANK VEDRES LIVING TRUST** | | | | | | | | |
| 03/04/2025 | 112584 | BT 6096A | 19360 | FRANK VEDRES LIVIN | 001-000-10760 | MAY 2023 OVERPYMT | 2,676.32- | 03/25 |
| Total FRANK VEDRES LIVING TRUST: | | | | | | | 2,676.32- | |
| **FRONTIER COMMUNICATIONS** | | | | | | | | |
| 03/06/2025 | 112870 | 02/25-2490 | 10869 | FRONTIER COMMUNIC | 100-420-43404 | 02/25-PD FAX | 94.29 | 03/25 |
| 03/06/2025 | 112870 | 02/25-2536 | 10869 | FRONTIER COMMUNIC | 100-420-43404 | 02/25-PD | 409.06 | 03/25 |
| Total FRONTIER COMMUNICATIONS: | | | | | | | 503.35 | |
| **GARNICA, VICTOR** | | | | | | | | |
| 03/06/2025 | 112871 | 02172025 | 18535 | GARNICA, VICTOR | 210-452-42030 | MEAL ALLOWANCE | 207.00 | 03/25 |

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|---|---|---|---|---|---|---|---|---|
| Total GARNICA, VICTOR: | | | | | | | 207.00 | |
| **HIGH COUNTRY LUMBER** | | | | | | | | |
| 03/06/2025 | 112872 | 79819 | 830 | HIGH COUNTRY LUMB | 215-511-42007 | MAINT SUPPLIES | 38.59 | 03/25 |
| 03/06/2025 | 112872 | 80100 | 830 | HIGH COUNTRY LUMB | 220-471-42007 | MAINT SUPPLIES | 40.49 | 03/25 |
| 03/06/2025 | 112872 | 80414 | 830 | HIGH COUNTRY LUMB | 100-464-43031 | MAINT SUPPLIES | 32.08 | 03/25 |
| 03/06/2025 | 112872 | 80444 | 830 | HIGH COUNTRY LUMB | 100-464-42007 | MAINT SUPPLIES | 43.80 | 03/25 |
| 03/06/2025 | 112872 | 80603 | 830 | HIGH COUNTRY LUMB | 910-000-13003 | MAINT SUPPLIES | 28.00 | 03/25 |
| 03/06/2025 | 112872 | 79150 | 830 | HIGH COUNTRY LUMB | 215-511-42007 | MAINT SUPPLIES | 3.22 | 03/25 |
| 03/06/2025 | 112872 | 79152 | 830 | HIGH COUNTRY LUMB | 215-511-42007 | SUPPLIES | 17.86 | 03/25 |
| Total HIGH COUNTRY LUMBER: | | | | | | | 204.04 | |
| **HMC GROUP** | | | | | | | | |
| 03/06/2025 | 30625031 | 178228 | 10804 | HMC GROUP | 300-531-43031 | 01/25-CRC INTERIOR | 4,082.32 | 03/25 |
| 03/06/2025 | 30625031 | 178332 | 10804 | HMC GROUP | 300-531-43031 | 01/25-TOML NEW CIVI | 23,375.81 | 03/25 |
| Total HMC GROUP: | | | | | | | 27,458.13 | |
| **HOMETOWN MANUFACTURING INC.** | | | | | | | | |
| 03/06/2025 | 112873 | INV20 | 19426 | HOMETOWN MANUFA | 910-000-13003 | FLOW PUMP | 393.81 | 03/25 |
| Total HOMETOWN MANUFACTURING INC.: | | | | | | | 393.81 | |
| **HOT CREEK AVIATION, LLC** | | | | | | | | |
| 03/06/2025 | 112874 | APRIL 2025 | 6335 | HOT CREEK AVIATION, | 220-471-45010 | HANGAR RENTAL | 7,061.27 | 03/25 |
| Total HOT CREEK AVIATION, LLC: | | | | | | | 7,061.27 | |
| **HYDRAULIC CONTROLS, INC** | | | | | | | | |
| 03/06/2025 | 30625032 | 02855852 | 948 | HYDRAULIC CONTROL | 910-000-13003 | OMRX MOTOR | 1,783.01 | 03/25 |
| Total HYDRAULIC CONTROLS, INC: | | | | | | | 1,783.01 | |
| **INTERWEST CONSULTING GROUP** | | | | | | | | |
| 03/06/2025 | 30625033 | 1284867 | 18150 | INTERWEST CONSULT | 100-442-43031 | JAN 2025-PLAN CHEC | 715.00 | 03/25 |
| Total INTERWEST CONSULTING GROUP: | | | | | | | 715.00 | |
| **JIM CHARLON FORD, INC.** | | | | | | | | |
| 03/06/2025 | 112875 | 66494 | 19138 | JIM CHARLON FORD, I | 910-000-13003 | PARTS | 118.34 | 03/25 |
| 03/06/2025 | 112875 | 66521 | 19138 | JIM CHARLON FORD, I | 910-000-13003 | PARTS | 634.69 | 03/25 |
| Total JIM CHARLON FORD, INC.: | | | | | | | 753.03 | |
| **KIMBALL-MIDWEST** | | | | | | | | |
| 03/06/2025 | 30625034 | 103060744 | 4812 | KIMBALL-MIDWEST | 910-000-13003 | PARTS | 776.48 | 03/25 |
| 03/06/2025 | 30625034 | 103061568 | 4812 | KIMBALL-MIDWEST | 910-000-13003 | PARTS | 2,820.52 | 03/25 |
| 03/06/2025 | 30625034 | 103092882 | 4812 | KIMBALL-MIDWEST | 910-000-13003 | PARTS | 755.63 | 03/25 |
| 03/06/2025 | 30625034 | 103093853 | 4812 | KIMBALL-MIDWEST | 910-000-13003 | PARTS | 25.83 | 03/25 |
| Total KIMBALL-MIDWEST: | | | | | | | 4,378.46 | |
| **LINDE GAS & EQUIPMENT INC.** | | | | | | | | |
| 03/06/2025 | 112876 | 48100841 | 19251 | LINDE GAS & EQUIPM | 910-000-13003 | PARTS | 221.07 | 03/25 |
| 03/06/2025 | 112876 | 48134482 | 19251 | LINDE GAS & EQUIPM | 210-456-43031 | CYLINDER RENTAL | 1,179.86 | 03/25 |
| 03/06/2025 | 112876 | 48253477 | 19251 | LINDE GAS & EQUIPM | 210-454-46200 | PLASMA CUTTER | 4,207.54 | 03/25 |

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|---|---|---|---|---|---|---|---|---|
| Total LINDE GAS & EQUIPMENT INC.: | | | | | | | 5,608.47 | |
| **LWC** | | | | | | | | |
| 03/06/2025 | 112877 | 4989 | 18203 | LWC | 100-440-43031 | MAIN LODGE SPECIFI | 3,883.75 | 03/25 |
| Total LWC: | | | | | | | 3,883.75 | |
| **MAMMOTH DISPOSAL, INC.** | | | | | | | | |
| 03/06/2025 | 112878 | 1321011U014 | 94 | MAMMOTH DISPOSAL, | 205-490-43031 | 11/24-SDY RST PARK R | 2,428.43 | 03/25 |
| Total MAMMOTH DISPOSAL, INC.: | | | | | | | 2,428.43 | |
| **MAMMOTH LAKES CREATIVE** | | | | | | | | |
| 03/06/2025 | 30625035 | 1519 | 18437 | MAMMOTH LAKES CR | 858-436-43031 | 01/25-MEASURE R SIG | 803.75 | 03/25 |
| Total MAMMOTH LAKES CREATIVE: | | | | | | | 803.75 | |
| **MAMMOTH SPA CREATIONS** | | | | | | | | |
| 03/06/2025 | 112879 | 140432 | 19143 | MAMMOTH SPA CREA | 100-436-42007 | POOL SUPPLIES | 49.55 | 03/25 |
| Total MAMMOTH SPA CREATIONS: | | | | | | | 49.55 | |
| **MISSION LINEN SUPPLY, INC** | | | | | | | | |
| 03/06/2025 | 112880 | 523308600 | 6482 | MISSION LINEN SUPPL | 210-455-42006 | UNIFORM | 204.04 | 03/25 |
| 03/06/2025 | 112880 | 523348184 | 6482 | MISSION LINEN SUPPL | 210-455-42006 | UNIFORM | 205.34 | 03/25 |
| 03/06/2025 | 112880 | 523391676 | 6482 | MISSION LINEN SUPPL | 210-455-42006 | UNIFORM | 224.24 | 03/25 |
| Total MISSION LINEN SUPPLY, INC: | | | | | | | 633.62 | |
| **MONO COUNTY PUBLIC WORKS DEPT** | | | | | | | | |
| 03/06/2025 | 112881 | 0125 | 3178 | MONO COUNTY PUBLI | 100-464-43031 | SOLID WASTE | 606.26 | 03/25 |
| Total MONO COUNTY PUBLIC WORKS DEPT: | | | | | | | 606.26 | |
| **NBS GOVERNMENT FINANCE GROUP** | | | | | | | | |
| 03/06/2025 | 30625036 | 202502-1060 | 5991 | NBS GOVERNMENT FI | 858-436-43031 | SVCS CFD 2004-1-RE | 439.32 | 03/25 |
| 03/06/2025 | 30625036 | 202502-1178 | 5991 | NBS GOVERNMENT FI | 862-450-43031 | CONSULTING SVCS-C | 1,384.95 | 03/25 |
| Total NBS GOVERNMENT FINANCE GROUP: | | | | | | | 1,824.27 | |
| **O'REILLY** | | | | | | | | |
| 03/06/2025 | 112882 | 3091-203175 | 19413 | O'REILLY | 910-000-13003 | PARTS | 194.49 | 03/25 |
| 03/06/2025 | 112882 | 3091-204882 | 19413 | O'REILLY | 910-000-13003 | PARTS | 345.89 | 03/25 |
| 03/06/2025 | 112882 | 3091-204891 | 19413 | O'REILLY | 910-000-13003 | PARTS | 84.42 | 03/25 |
| 03/06/2025 | 112882 | 3091-204898 | 19413 | O'REILLY | 910-000-13003 | PARTS | 90.53 | 03/25 |
| 03/06/2025 | 112882 | 3091-205181 | 19413 | O'REILLY | 910-000-13003 | PARTS | 84.42 | 03/25 |
| Total O'REILLY: | | | | | | | 799.75 | |
| **PATTERSON, ROBERT** | | | | | | | | |
| 03/06/2025 | 112883 | 02/04-02/07/25 | 18067 | PATTERSON, ROBERT | 100-413-43150 | PER DIEM | 177.00 | 03/25 |
| Total PATTERSON, ROBERT: | | | | | | | 177.00 | |
| **PETERBILT TRUCK PARTS & EQUIPMENT, LLC** | | | | | | | | |
| 03/06/2025 | 30625037 | V101001279 | 8484 | PETERBILT TRUCK PA | 915-570-48100 | UPFIT FOR FLOW TRU | 127,425.00 | 03/25 |

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|---|---|---|---|---|---|---|---|---|
| Total PETERBILT TRUCK PARTS & EQUIPMENT, LLC: | | | | | | | 127,425.00 | |
| **PETTY CASH** | | | | | | | | |
| 03/06/2025 | 112884 | 03042025 | 351 | PETTY CASH | 100-000-10020 | CRC PETTY CASH | 500.00 | 03/25 |
| Total PETTY CASH: | | | | | | | 500.00 | |
| **PRICE PAIGE & CO.** | | | | | | | | |
| 03/06/2025 | 112885 | 35056 | 19277 | PRICE PAIGE & CO. | 100-415-43100 | WIP 06/30/24 AUDITED | 3,855.00 | 03/25 |
| Total PRICE PAIGE & CO.: | | | | | | | 3,855.00 | |
| **QUILL CORPORATION** | | | | | | | | |
| 03/06/2025 | 30625038 | 42941613 | 2090 | QUILL CORPORATION | 100-416-42002 | OFFICE SUPPLIES | 7.32 | 03/25 |
| 03/06/2025 | 30625038 | 42942624 | 2090 | QUILL CORPORATION | 100-416-42002 | OFFICE SUPPLIES | 423.78 | 03/25 |
| Total QUILL CORPORATION: | | | | | | | 431.10 | |
| **RADARSIGN LLC** | | | | | | | | |
| 03/06/2025 | 112886 | INV2387 | 19791 | RADARSIGN LLC | 210-450-45224 | REFRESH FEES | 1,295.00 | 03/25 |
| Total RADARSIGN LLC: | | | | | | | 1,295.00 | |
| **RICH ENVIRONMENTAL SERVICE STATION SVCS** | | | | | | | | |
| 03/06/2025 | 112887 | 110764 | 10132 | RICH ENVIRONMENTA | 210-456-43031 | JAN 2025 | 150.00 | 03/25 |
| Total RICH ENVIRONMENTAL SERVICE STATION SVCS: | | | | | | | 150.00 | |
| **RIVERSIDE COUNTY SHERIFF'S DEPARTMENT** | | | | | | | | |
| 03/06/2025 | 112888 | BCTC0083700 | 19758 | RIVERSIDE COUNTY S | 100-420-43150 | LODGING-BASIC ACA | 6,188.00 | 03/25 |
| 03/06/2025 | 112888 | BCTC0083701 | 19758 | RIVERSIDE COUNTY S | 100-420-43150 | BASIC ACADEMY CLA | 412.00 | 03/25 |
| 03/06/2025 | 112888 | BCTC0083702 | 19758 | RIVERSIDE COUNTY S | 100-420-43150 | LODGING-BASIC ACA | 6,188.00 | 03/25 |
| 03/06/2025 | 112888 | BCTC0083703 | 19758 | RIVERSIDE COUNTY S | 100-420-43150 | BASIC ACADEMY CLA | 412.00 | 03/25 |
| 03/06/2025 | 112888 | BCTC0083708 | 19758 | RIVERSIDE COUNTY S | 100-420-43150 | BASIC ACADEMY CLA | 412.00 | 03/25 |
| 03/06/2025 | 112888 | BCTC0083713 | 19758 | RIVERSIDE COUNTY S | 100-420-43150 | LODGING-BASIC ACA | 6,188.00 | 03/25 |
| Total RIVERSIDE COUNTY SHERIFF'S DEPARTMENT: | | | | | | | 19,800.00 | |
| **SCOTT REILLY DBA AFFION PUBLIC LLC** | | | | | | | | |
| 03/06/2025 | 112889 | 1860 | 19796 | SCOTT REILLY DBA AF | 100-417-43031 | HR CONSULTING | 28,000.00 | 03/25 |
| Total SCOTT REILLY DBA AFFION PUBLIC LLC: | | | | | | | 28,000.00 | |
| **SHAFER EQUIPMENT CO. INC.** | | | | | | | | |
| 03/06/2025 | 112890 | 10039508 | 18540 | SHAFER EQUIPMENT | 910-000-13003 | PARTS | 6,725.98 | 03/25 |
| Total SHAFER EQUIPMENT CO. INC.: | | | | | | | 6,725.98 | |
| **SHEET, THE** | | | | | | | | |
| 03/06/2025 | 112891 | 12267 | 6678 | SHEET, THE | 100-413-43130 | 01/25-DYK | 468.00 | 03/25 |
| 03/06/2025 | 112891 | 12291 | 6678 | SHEET, THE | 100-414-43130 | #2025-0012 NOTICE O | 64.00 | 03/25 |
| 03/06/2025 | 112891 | 12293 | 6678 | SHEET, THE | 100-414-43130 | #2025-0014 NOTICE O | 40.00 | 03/25 |
| Total SHEET, THE: | | | | | | | 572.00 | |
| **SIERRA GEOTECHNICAL SVCS.** | | | | | | | | |
| 03/06/2025 | 112892 | 310437 | 1876 | SIERRA GEOTECHNIC | 210-450-43031 | SNOW STORAGE PIT | 450.00 | 03/25 |

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|---|---|---|---|---|---|---|---|---|
| Total SIERRA GEOTECHNICAL SVCS.: | | | | | | | 450.00 | |
| **STEVE'S AUTO & TRUCK PARTS** | | | | | | | | |
| 03/06/2025 | 112893 | 133965 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 70.53 | 03/25 |
| 03/06/2025 | 112893 | 134045 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 27.13 | 03/25 |
| 03/06/2025 | 112893 | 134057 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 265.01 | 03/25 |
| 03/06/2025 | 112893 | 134089 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 108.29 | 03/25 |
| 03/06/2025 | 112893 | 134092 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 100.94 | 03/25 |
| 03/06/2025 | 112893 | 134100 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 103.40 | 03/25 |
| 03/06/2025 | 112893 | 134101 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 302.17 | 03/25 |
| 03/06/2025 | 112893 | 134102 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 492.86 | 03/25 |
| 03/06/2025 | 112893 | 134382 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 126.84 | 03/25 |
| 03/06/2025 | 112893 | 134447 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 181.87 | 03/25 |
| 03/06/2025 | 112893 | 134449 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 119.80 | 03/25 |
| 03/06/2025 | 112893 | 134454 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | CREDIT INVOICE | 19.40- | 03/25 |
| 03/06/2025 | 112893 | 134544 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 119.80 | 03/25 |
| 03/06/2025 | 112893 | 134656 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 24.78 | 03/25 |
| 03/06/2025 | 112893 | 134662 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 15.00 | 03/25 |
| 03/06/2025 | 112893 | 134730 | 1221 | STEVE'S AUTO & TRU | 100-460-43031 | PARTS | 130.82 | 03/25 |
| 03/06/2025 | 112893 | 134737 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 70.15 | 03/25 |
| 03/06/2025 | 112893 | 134738 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 598.91 | 03/25 |
| 03/06/2025 | 112893 | 134739 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 322.05 | 03/25 |
| 03/06/2025 | 112893 | 134740 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 328.87 | 03/25 |
| 03/06/2025 | 112893 | 134758 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 31.59 | 03/25 |
| 03/06/2025 | 112893 | 134759 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | CREDIT INVOICE | 87.28- | 03/25 |
| 03/06/2025 | 112893 | 134789 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 172.91 | 03/25 |
| 03/06/2025 | 112893 | 134795 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 71.17 | 03/25 |
| 03/06/2025 | 112893 | 134840 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 10.53 | 03/25 |
| 03/06/2025 | 112893 | 134841 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 10.53 | 03/25 |
| 03/06/2025 | 112893 | 134842 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 35.55 | 03/25 |
| 03/06/2025 | 112893 | 134843 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 17.12 | 03/25 |
| 03/06/2025 | 112893 | 134855 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 57.09 | 03/25 |
| 03/06/2025 | 112893 | 134928 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 54.63 | 03/25 |
| 03/06/2025 | 112893 | 134929 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 52.68 | 03/25 |
| 03/06/2025 | 112893 | 134930 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 52.68 | 03/25 |
| 03/06/2025 | 112893 | 135025 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 61.01 | 03/25 |
| 03/06/2025 | 112893 | 135182 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 149.40 | 03/25 |
| 03/06/2025 | 112893 | 135294 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 20.77 | 03/25 |
| 03/06/2025 | 112893 | 135874 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 81.78 | 03/25 |
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| **THOMAS PETROLEUM, LLC** | | | | | | | | |
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| 03/06/2025 | 30625039 | M040179-N | 7891 | THOMAS PETROLEUM | 910-000-13003 | EXHAUST FLUID | 1,400.75 | 03/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
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| Total THOMAS PETROLEUM, LLC: | | | | | | | 65,182.27 | |
| **TITUS TOOLS LLC** | | | | | | | | |
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| **U.S. ICE RINK ASSOC** | | | | | | | | |
| 03/06/2025 | 112895 | 5305 | 19455 | U.S. ICE RINK ASSOC | 858-436-43110 | MEMBERSHIP 02/01/25 | 350.00 | 03/25 |
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| 03/06/2025 | 112897 | 002-33564 | 18417 | WILLDAN | 100-442-43031 | BUILDING & SAFETY P | 10,437.00 | 03/25 |
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| Grand Totals: | | | | | | | 491,724.35 | |

Signature: JAMIE GRAY Jamie Gray Date 3/6/25

Signature: NOLAN BOBROFF Date 3-6-25

Signature: STEPHANIE TRUJILLO Stephanie Trujillo Date 3/7/25

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

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Consider approval of District Zoning Amendment 24-001, Use Permit 24004, and Tentative Tract Map 24-003 for a subsequent amendment to the Amended Phase One Clearwater Specific Plan (CSP) located at 164 Old Mammoth Road to modify the permitted uses for the Amended Phase One CSP by adding Condominium Hotel uses subject to a use permit and subdivision map approval. The application includes a Tentative Tract Map for the subdivision of twenty (20) units within the five four-plex structures ("Villas") into condominium hotel units that may be sold individually. The project was previously analyzed pursuant to the California Environmental Quality Act (CEQA) in the 2021 Addendum to the Clearwater Specific Plan Environmental Impact Report.

**Council Meeting Date:** 3/19/2025

**Prepared by:** Kim Cooke, Senior Planner

**Recommended Motion:** Waive the first reading and introduce by title only an ordinance making the required CEQA and Municipal Code findings, and approving District Zoning Amendment 24-001; and adopt the resolution making the required CEQA, Subdivision Map Act, and Municipal Code findings, and approving Tentative Tract Map 24-003 and Use Permit 24-004, with conditions are recommended by the Planning and Economic Development Commission.

**Summary:** The proposed project consists of a subsequent amendment to the Amended Phase One Clearwater Specific Plan (CSP) to: (1) add condominium hotel uses to the permitted land use table subject to use permit and subdivision map approval, and (2) remove language prohibiting condominium hotel uses in the Amended Phase One CSP project. The application includes a use permit for the proposed condominium hotel use and a tentative tract map for the subdivision of the 20 units within the five (5) four-plex structures ("Villas") into condominium hotel units that may be sold individually. No additional development on the site is currently proposed.

# TOWN COUNCIL STAFF REPORT

Subject: Consider approval of District Zoning Amendment 24-001, Use Permit 24-004, and Tentative Tract Map 24-003 for a subsequent amendment to the Amended Phase One Clearwater Specific Plan (CSP) located at 164 Old Mammoth Road to modify the permitted uses for the Amended Phase One CSP by adding Condominium Hotel uses subject to a use permit and subdivision map approval. The application includes a Tentative Tract Map for the subdivision of twenty (20) units within the five four-plex structures ("Villas") into condominium hotel units that may be sold individually. The project was previously analyzed pursuant to the California Environmental Quality Act (CEQA) in the 2021 Addendum to the Clearwater Specific Plan Environmental Impact Report.

Meeting Date: March 19, 2025

Written by: Kim Cooke, Senior Planner

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## RECOMMENDATION:

Waive the first reading and introduce by title only an ordinance making the required CEQA and Municipal Code findings, and approving District Zoning Amendment 24-001; and adopt the attached resolution making the required CEQA, Subdivision Map Act, and Municipal Code findings, and approving Tentative Tract Map 24-003 and Use Permit 24-004, with conditions are recommended by the Planning and Economic Development Commission (Commission), or as modified by the Town Council.

## PROJECT SUMMARY

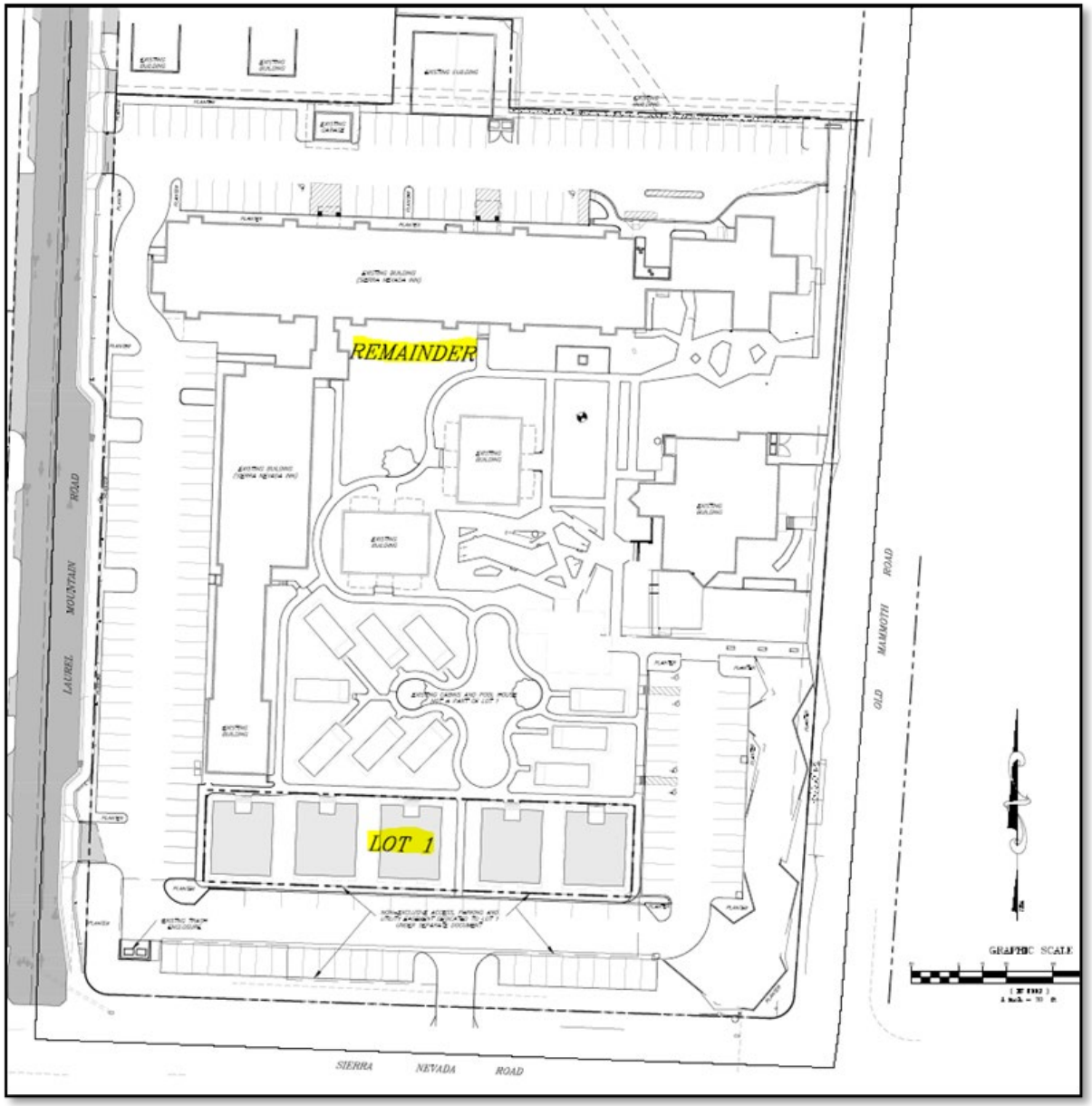
The proposed subsequent amendment to the Amended Phase One CSP consists of a District Zoning Amendment (DZA) request to modify the permitted uses for the Amended Phase One CSP by adding 'condominium hotel uses subject to a use permit and subdivision map approval.' The proposed amendment includes a definition for condominium hotel uses, adds development and operating standards applicable to condominium hotel uses, and removes language that previously excluded condominium hotel uses from the Amended Phase One CSP development project. Additional minor text revisions are included to provide greater clarity to the reader.

The purpose of the proposed amendment to the Amended Phase One CSP is to allow the current property owner to subdivide the 20 units within five (5) existing fourplex structures ("Villas") into 20 condominium hotel units that may be sold individually. A Use Permit application and a Tentative Tract Map application are included with this entitlement application package as required pursuant to the proposed subsequent amendment to the Amended Phase One CSP. The applicant's intent is also to preserve the regulatory framework established by the CSP which would allow a future redevelopment project

consistent with the CSP's long-term vision and goals. No additional development on the site is currently proposed.

**Figure 1** (below) depicts the proposed lot configuration provided by the applicant for the creation of a separate "condominium owners' association" lot (Lot 1) for the proposed condominium hotel component of the site, plus a remainder "resort owner" lot, with required easements noted for shared access, parking, snow storage, trash enclosure, utilities, and other shared facilities. The final easement language and configuration will be completed through a Reciprocal Easement Agreement (REA) which is subject to review and approval by Town staff prior to Final Map Approval.

**Figure 1: Proposed Subdivision Configuration**



## BACKGROUND:

The Clearwater Specific Plan (CSP) was adopted by the Town Council in January 2009, for the development of a new, pedestrian-oriented, mixed-use, resort destination development located in the North Old Mammoth Road District of the Town. Adoption of the CSP included approval of the Final Clearwater Specific Plan Environmental Impact Report (CSP EIR) (SCH# 2006062154).

In March 2010, in compliance with the CSP, the PEDC approved a vesting tentative tract map, use permit, and design review for a mixed-use project called "Old Mammoth Place." The Old Mammoth Place entitlements included up to 340 residential units with up to 488 lodging rooms, eight on-site workforce housing units, multiple outdoor public events plazas, approximately 20,000 square feet of commercial/retail space, approximately 17,000 square feet of restaurant space, 9,500 square feet of conference space, a 4,500 square-foot spa and wellness center, an ice rink, a pool, and an underground parking garage covering the entire site. As a part of the Old Mammoth Place project, the Town approved DZA 09-002 in April 2010, to clarify how building height is to be measured when a building sits atop a parking garage and DZA 10-002 in June 2010, to provide clarification on how fees would be charged for the entitled project.

Over the period of approximately six years following the Old Mammoth Place project approval, the applicant asserts that financing was not available to construct the project and market conditions were not conducive to the sale of condominium hotel rooms. In August 2016, as an effort to improve the economic viability and marketability of the project, the owner obtained approval of amendments to the CSP (DZA 15-002) and the Old Mammoth Place entitlements, which included a 10-foot increase in building height, an increase in net residential square footage, and the elimination of an on-site workforce housing requirement. At that time, a CEQA addendum to the CSP EIR (Old Mammoth Place CUP Addendum [SCH# 2006062154]) was prepared. The Addendum concluded that the proposed modifications were consistent with what was analyzed as part of the CSP EIR. This Addendum was approved in 2016.

In September 2021, a new application was submitted to amend the CSP to establish interim development standards to serve as zoning for Phase One of the CSP. The interim development standards accommodated a less intensive expansion and upgrade of the existing hotel, restaurant, and public spaces than envisioned by the CSP/ Old Mammoth Place entitlements, while still allowing for future development consistent with the CSP's long-term vision and goals. The Town Council approved DZA 21-001 in December 2021.

The Planning and Economic Development Commission approved a Major Design Review (DR 21-005) application in February 2022, for a project consisting of interior and exterior improvements to the existing 149-unit hotel and Rafters restaurant, the construction of 30 new resort cabin units, including five (5) four-plex “Villa” structures, an expanded event/meeting space, and added amenities for both guests and the community. The project also included 7 on-site affordable housing units located within an existing spa building, a Parking Management Plan to allow for a 15% reduction in required parking (186 parking spaces proposed) and the incorporation of a valet program, and a range of regularly scheduled events managed by the Events Management Plan. Construction of the approved project began in April 2022 and is nearing completion with several final requirements and

site improvements that are outstanding. These outstanding items include completion of landscape installation, parking lot resurfacing and restriping, installation of signage, all of which will be bonded for to ensure completion prior to issuance of a Certificate of Occupancy and prior to a second reading for the Ordinance approving DZA 24-001.

### *Current Application*

The current application was submitted to the Town on June 3, 2024.

### *SB 18 Tribal Consultation*

Senate Bill 18 (SB 18) law requires local governments to initiate consultation with California Native American Tribes when a project creates or amends general or specific plans and/or undertakes development projects that trigger the California Environmental Quality Act (CEQA). Since this application includes an amendment to a Specific Plan, the SB 18 tribal consultation process was followed. Letters inviting tribal consultation and project review were sent to tribes included on the Native American Contact List provided by the Native American Heritage Commission on August 30, 2024. The required 90-day period for Native American Tribes to request consultation ended on November 29, 2024. Staff did not receive any requests for consultation during the 90-day period, thereby concluding the SB 18 tribal consultation process.

### *Planning and Economic Development Commission Public Hearings*

On December 11, 2024, the PEDC held a public hearing to consider the Outbound Hotel "Villas" project application. The public hearing concluded with a 2-1 vote of the commission in favor of application approval. However, it was determined that the 2-1 vote was not sufficient to move the application forward to the Town Council for consideration, so another noticed public hearing with the PEDC was scheduled to reach a decision on the application.

A noticed public hearing with the PEDC was held on February 12, 2025, to reconsider the Outbound "Villas" project application. The public hearing concluded in a 3-1 vote of the Commission, to recommend approval of the project to the Town Council. PEDC Resolution No. 2025-02 is included as **Attachment 5**.

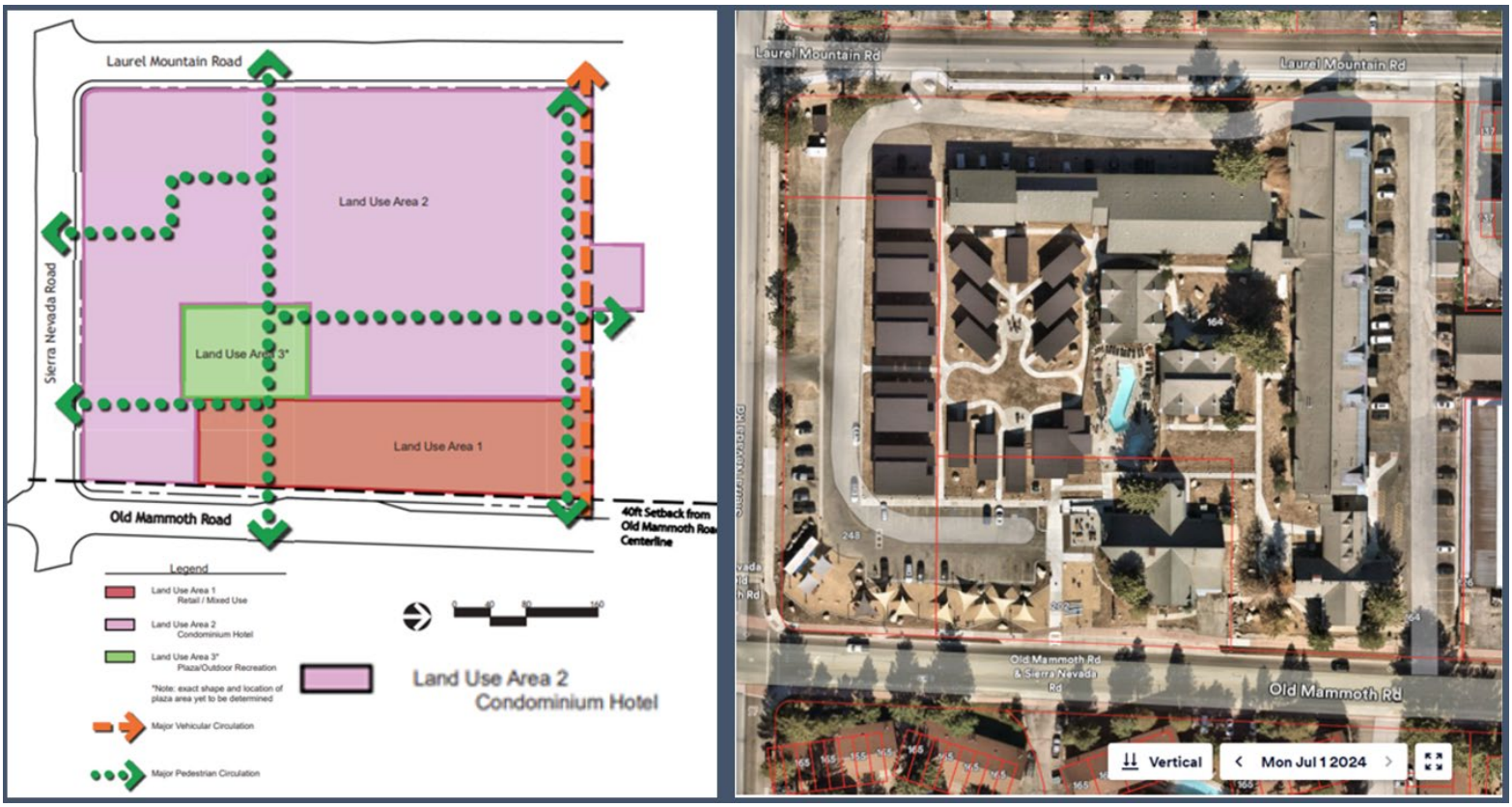
## ANALYSIS/DISCUSSION:

### *Site Zoning*

The property is zoned Clearwater Specific Plan (CSP) and is subject to the Amended Phase One Clearwater Specific Plan, as adopted in December 2021. The 2021 Amended Phase One CSP document specifies that the standards therein shall only apply to the Amended Phase One project, and any future redevelopment of the site following completion of the Amended Phase One project shall be subject to the standards found in the 2016 Clearwater Specific Plan regulatory document. Since the District Zoning Amendment (DZA 24-001) application is only applicable to the Amended Phase One CSP document, staff considered the location of the proposed condominium hotel use in the context of the 2016 CSP document as well, to ensure consistency with the land use designations that will apply to the property in the future.

There are three land use designations identified in the 2016 Clearwater Specific Plan which are depicted in **Figure 2** below. The proposed Outbound "Villas" subdivision for condominium hotel purposes is located within Land Use Area 2, designated for condominium hotel uses, and described as, "A building or combination of buildings that function as a hotel with privately held condominium hotel units or traditional hotel units."

**Figure 2: CSP Conceptual Land Use Diagram and Aerial View of Project Site**




### *Permits and Findings Required*

The Outbound "Villas" project application includes three permits:

1. District Zoning Amendment (DZA) 24-001 – The amendment proposes to modify the permitted uses for the Amended Phase One CSP by adding condominium hotel uses subject to a use permit and subdivision map approval.
2. Tentative Tract Map (TTM) 24-003 – would allow a common interest subdivision for condominium hotel units that can be sold individually.
3. Use Permit (UPA) 24-004 – is required to ensure the proposed condominium-hotel operation is subject to the same operating standards and includes site amenities that would be required of other condominium hotel development within the CSP zoning designation, as well as ensure the proposed condominium hotel use will be occupied and operated as a transient rental (lodging) use.

The required findings for these permits include, but are not limited to, the following:

1. Project is consistent with the General Plan.
2. Project is internally consistent with the Amended Phase One CSP.
3. Project is in compliance with CEQA.
4. Project will not be detrimental to the public interest, health, safety, convenience, or welfare of the town.
5. Project site is physically suitable for the proposed development.

The attached ordinance and resolution include the required findings for approval which describe how the project complies with all applicable requirements (Attachment(s) 1, and 2).

***Consistency with the Clearwater Specific Plan***

The proposed subsequent amendment to the Amended Phase One Clearwater Specific Plan upholds the overall intent and goals of the original CSP and the Amended Phase One CSP. Condominium hotel uses are permitted within the CSP and, therefore, the conversion of the "Villas" to condominium hotel units will comply with the permitted uses in the CSP, as well as with the conceptual land use diagram of the CSP.

***General Plan Consistency***

The site is located within the Clearwater Specific Plan (CSP) land use designation of the 2007 General Plan. The intent of the CSP designation is to provide "for a pedestrian-oriented, mixed-use district for residents and visitors within the North Old Mammoth Road area. Permitted uses include hotel, condominium-hotel, workforce housing, street front retail along Old Mammoth Road, and a large public plaza intended for use as an event venue."

***Public Comments***

Two written public comments were provided in writing prior to the PEDC public hearings. One public comment letter was received on December 10, 2024. Staff contacted the commentor and offered to meet to discuss issues raised in the comment letter. Staff met with the commentor on Tuesday, December 17th and discussed the various concerns regarding the application and staff provided clarification on certain items including parking, setbacks, and the fact that a Development Agreement (DA) does not exist for the property.

A second written public comment was received on February 9, 2025, which expressed concern regarding increases in vehicular traffic on Old Mammoth Road and recommended limiting site access for the project to Laurel Mountain Road. The commentor also expressed concern regarding property maintenance due to separate ownership of the condominium hotel units and the Outbound Hotel.

The PEDC reviewed and considered these Public Comments prior to making its decision on the application. The two written public comment letters are included as **Attachment 7**.

## OPTIONS ANALYSIS

Option 1: Waive the first reading and introduce by title only an ordinance making the required CEQA and Municipal Code findings and approving District Zoning Amendment 24-001 and adopt the attached resolution making the required CEQA, Subdivision Map Act, and Municipal Code findings, and approving Tentative Tract Map 24-003, and Use Permit 24-004, with conditions as recommended by the Planning and Economic Development Commission.

Option 2: Waive the first reading and introduce by title only an ordinance making the required CEQA and Municipal Code findings, and approving District Zoning Amendment 24-001 and adopt the attached resolution making the required CEQA, Subdivision Map Act, and Municipal Code findings, and approving Tentative Tract Map 24-003, and Use Permit 24-004, with conditions as recommended by the Planning and Economic Development Commission, as modified by the Town Council.

Option 3: Deny District Zoning Amendment 24-001, Tentative Tract Map 24-003, and Use Permit 24-004.

Option 1 would allow the Ordinance, approving DZA 24-001, to proceed to a second reading by the Council and would become effective 30 days after the second reading. Once the ordinance is effective, the resolution approving TTM 24-003 and UPA 24-004 would become effective, and the applicant could submit a final map for the subdivision.

As with Option 1, Option 2 would allow the Ordinance, approving DZA 24-001, to proceed to a second reading by the Council, but the Council's approval would be for a modified proposal. The modifications could be revisions to DZA 24-001 and/or revisions to the conditions of approval.

Option 3 would deny the project. The Council would need to make findings for denial.

## FINANCIAL CONSIDERATIONS:

The applicant is paying for the staff time for the processing of this application.

## ENVIRONMENTAL CONSIDERATIONS:

Staff determined that the Outbound Hotel "Villas" Project is consistent with the scope of development contemplated for the Amended Phase One CSP project as analyzed in the October 2021 Addendum to the Clearwater Specific Plan EIR, which concluded that the proposed project modifications are minor technical changes that do not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The applicable mitigation measures from the 2021 Addendum remain applicable and are included as conditions of approval for the project. The 2021 CEQA Addendum is included as **Attachment 4**.

## LEGAL CONSIDERATIONS:

The Town Attorney has reviewed this staff report and there are no legal considerations to address herein.

**Attachments:**

Attachment 1: Ordinance approving District Zoning Amendment 15-002

Exhibit A: Revisions to the Amended Phase One Clearwater Specific Plan

Attachment 2: Resolution making the required CEQA, Subdivision Map Act, and Municipal Code findings, and approving Tentative Tract Map 24-003, and Use Permit 24-004

Exhibit A: Findings for Approval

Exhibit B: Conditions of Approval

Attachment 3: Tentative Tract Map Sheets 1 and 2

Attachment 4: 2021 CEQA Addendum to the Clearwater Specific Plan EIR

Attachment 5: PEDC Resolution 2025-02

Attachment 6: Application Narrative

Attachment 7: Public Comments

**ORDINANCE NUMBER 25-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, APPROVING DISTRICT ZONING AMENDMENT 24-001 FOR THE OUTBOUND HOTEL "VILLAS" PROJECT TO AMEND THE 2021 AMENDED PHASE ONE CLEARWATER SPECIFIC PLAN DOCUMENT**

**WHEREAS**, a request for consideration of a district zoning amendment was filed by Matthew Merring for the property owner, WH SN Mammoth, LLC, to amend the 2021 Amended Phase One Clearwater Specific Plan document to allow the Outbound Hotel "Villas" project, in accordance with Sections 17.112 (Specific Plans) of the Town of Mammoth Lakes Municipal Code, for property located within the Clearwater Specific Plan zoning designation at 164 Old Mammoth Road; and

**WHEREAS,** a noticed public hearing was opened on November 13, 2024, at which time the public hearing was continued to the regularly scheduled December 11, 2024, PEDC meeting; and

**WHEREAS,** the Planning and Economic Development Commission conducted the continued public hearing on December 11, 2024, at which time all those desiring to be heard were heard and the hearing concluded with a 2-1 vote of the Commission. It was determined that the 2-1 vote was a "no action vote" and a new public hearing on the item would be required to reach a decision on the application; and

**WHEREAS**, the Planning and Economic Development Commission conducted a duly noticed public hearing on the application request on February 12, 2025, at which time all those desiring to be heard were heard; and

**WHEREAS**, following the receipt of all oral and written testimony, the Planning and Economic Development Commission closed the public hearing on February 12, 2025, and adopted Resolution No. PEDC 2025-02 recommending to the Town Council approval of the Outbound Hotel "Villas" Project, including District Zoning Amendment 24-001; and

**WHEREAS**, on March 19, 2025, the Town Council conducted a duly noticed public hearing at which time all those desiring to be heard were heard, and Council considered testimony and materials in the staff report and accompanying documents and exhibits; and

**WHEREAS**, following receipt of all oral and written testimony, the Town Council closed the public hearing on March 19, 2025; and

**WHEREAS,** all legal prerequisites for the adoption of this Ordinance have occurred.

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

***Section 1***. Recitals. The above recitals are all true and correct.

***Section 2.*** Environmental Review. The Town Council makes the following findings and takes the following actions pursuant to the requirements of the California Environmental Quality Act (CEQA):

CEQA Findings – CEQA Guidelines Section §15162:

The Town Council considered the 2021 Addendum to the Clearwater Specific Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2006062154) together with the Clearwater Specific Plan EIR, pursuant to the CEQA Guidelines Section 15162, and finds that on the basis of the whole record, there is no substantial evidence that the proposed Outbound Hotel "Villas" project will result in any new significant effects or a substantial increase in the severity of previously identified significant effects.

**a.** The Town Council finds that there are no substantial changes to the project from what was analyzed in the Addendum to the Clearwater Specific Plan EIR that will require revisions to the 2021 Addendum, and therefore, no new significant environmental effects or a substantial increase in the severity of previously identified significant effects will occur.

**b.** There are no substantial changes with respect to the circumstances under which the project is being undertaken that will require major revisions to the adopted 2021 Addendum to the Clearwater Specific Plan EIR because the Outbound Hotel "Villas" project involves the subdivision of the twenty units within the five existing four-plex structures for condominium hotel purposes, in a location that the Clearwater Specific Plan identifies for siting condominium hotel uses. Therefore, the 2021 Addendum is adequate because it demonstrates that the environmental analysis and impacts identified in the Clearwater Specific Plan EIR remain substantively unchanged by the proposed district zoning amendment, tentative tract map, and use permit, and supports the finding that the project does not result in any new environmental effects and does not exceed the level of impacts identified in the EIR.

**c.** There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified and at the time that the 2021 EIR Addendum was adopted, to show that:

(1) The project will have one or more significant effects not previously discussed in the EIR since, as described in the 2021 Addendum to the Clearwater Specific Plan EIR, no changes have occurred with respect to the intensity of the development that was previously analyzed, and all potential environmental effects were found to be adequately analyzed in the 2021 Addendum to the Clearwater Specific Plan EIR;

(2) Significant effects previously examined will be substantially more severe than shown in the previous EIR. The Amended Phase One to the Clearwater Specific Plan would not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. No new

information has become available and no substantial changes to the circumstances (under which the project is being undertaken) since the certification of the Final EIR and the 2021 Addendum has occurred.

(3) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative. There are no new mitigation measures required and no new alternatives available that would substantially reduce the environmental effects beyond those previously described in the certified Final EIR and the 2021 Addendum to the Clearwater Specific Plan EIR.

(4) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR and would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. There are no new mitigation measures required and no new alternatives available that would substantially reduce the environmental effects beyond those previously described in the certified Final EIR and the 2021 Addendum to the Clearwater Specific Plan EIR.

Therefore, none of the criteria in CEQA Guidelines §15162 calling for preparation of subsequent environmental review has occurred. The Outbound Hotel "Villas" Project is consistent with the scope of development contemplated for the Amended Phase One CSP project as analyzed in the October 2021 Addendum to the Clearwater Specific Plan EIR, which supports the conclusion that the proposed project modifications are minor technical changes that do not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The applicable mitigation measures from the 2021 Addendum remain applicable and are included as conditions of approval for the project.

**d.** The Town Council finds that the proposed Outbound Hotel "Villas" Project will not result in a safety hazard or noise problem for persons using the Mammoth Yosemite Airport or for persons residing or working in the Project area because the Project site is located approximately seven miles from the Mammoth Yosemite Airport.

**e.** A program for reporting on or monitoring the required mitigation measures has been adopted.

**f.** All applicable mitigation measures shall be conditions of Project approval.

CEQA Action: The Town Council directs staff to file a Notice of Determination.

***Section 3.*** Findings. The Town Council HEREBY FINDS AND DETERMINES based on the information presented herewith:

## FINDINGS FOR DISTRICT ZONING AMENDMENT

(Municipal Code Section 17.112.060)

**a. The specific plan is consistent with all applicable sections of the General Plan and Title 17 and is consistent with other adopted goals and policies of the Town.**

The proposed subsequent amendment to the Amended Phase One Clearwater Specific Plan (CSP) is consistent with the General Plan and other adopted goals and policies of the Town because the amendment will result in a project that continues to meet the intent, goals, and objectives of the 2007 General Plan, and the Clearwater Specific Plan. The amendment proposes to modify the permitted uses for the Amended Phase One CSP by adding condominium hotel uses subject to a use permit and subdivision map approval. The proposed amendment includes a definition for condominium hotel uses, adds development and operating standards applicable to condominium hotel uses, and removes language that excludes condominium hotel uses from the Amended Phase One CSP development project.

The purpose of the proposed amendment to the Amended Phase One CSP is to allow the current property owner to subdivide five existing fourplex structures referred to as the "Villas" into 20 condominium hotel units. The proposed amendment is consistent with the allowable land uses identified in Section 5.2.1, Land Use Designations, of the CSP, which states, "Land Use Area 2: Residential: A building or combination of buildings that function as a hotel with privately held condominium hotel units or traditional hotel units."

The proposed amendment does not increase the allowable density or intensity of development subject to the Amended Phase One CSP, and importantly, the amendment also maintains the existing allowances of the CSP for future redevelopment, thereby ensuring that any goals not met by the current development can be met when the site redevelops in the future.

Finally, the proposed subsequent amendment to the Amended Phase One CSP maintains consistency with the intent of the General Plan's Clearwater Specific Plan land use designation, which is to provide "for a pedestrian-oriented, mixed-use district for residents and visitors within the North Old Mammoth Road area. Permitted uses include hotel, condominium-hotel, workforce housing, street front retail along Old Mammoth Road, and a large public plaza intended for use as an event venue. The base density is forty (40) hotel rooms per acre with the potential for up to eighty (80) hotel rooms per acre. Pursuant to the Clearwater Specific Plan, significant community benefits are required to be provided. Workforce housing and commercial uses are exempt from density calculations."

**b. That the specific plan is consistent with any applicable airport land use plan as required by Government Code Section 65302.3; and**

The amendment is consistent with Mammoth Yosemite Airport land use plan because the project is located approximately seven miles from the Mammoth Yosemite Airport and due to the nature and scope of the project, no impact on air traffic patterns are

anticipated. Additionally, there are no applicable airport land use plans that have an impact on the Clearwater Specific Plan zoning district.

**c. That the specific plan is in compliance with the provisions of the California Environmental Quality Act (CEQA).**

Pursuant to CEQA Guidelines Section §15162, no subsequent environmental review is required because there is no substantial evidence that the proposed District Zoning Amendment, Tentative Tract Map, and Use Permit application for the Outbound Hotel "Villas" project would result in any new significant effects or a substantial increase in the severity of previously identified significant effects. The Outbound Hotel "Villas" project is consistent with the scope of development contemplated for the Amended Phase One Clearwater Specific Plan development project analyzed in the October 2021 Addendum to the Clearwater Specific Plan EIR. Therefore, with the incorporation of applicable mitigation measures from the 2021 EIR Addendum, the Specific Plan Amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).

**d.** The amendment has been processed in accordance with Municipal Code Section 17.112.070.C (Specific Plans – Amendments) and Government Code 65453.

***Section 4.*** Approval. Based on the findings contained in this Ordinance and all other evidence in the record of proceedings in this matter, the Town Council hereby approves District Zoning Amendment 24-001, amending the Amended Phase One Clearwater Specific Plan to read as shown in attached Exhibit "A," which is incorporated herein by this reference.

***Section 5.*** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, then such decision shall not affect the validity of the remaining sections or portions of this Ordinance or part thereof. The Town Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that any one or more sections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

***Section 6.*** Effective Date. The Mayor shall sign and the Town Clerk shall certify passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty days after its final passage.

***ADOPTED, SIGNED*** and ***APPROVED*** this 19th day of March, 2025.

_____
CHRIS BUBSER, Mayor

ATTEST: _____
JAMIE GRAY, Town Clerk

Exhibit "A"

# DZA 241-001: Subsequent Amendment to the Amended Phase One of the Clearwater Specific Plan

**December 11 ~~October 20~~, 2024~~1~~**

## I. Background.

In January 2009, the Town Council adopted the Clearwater Specific Plan ("CSP") (District Zoning Amendment [DZA] 06-003). In March 2010, in compliance with CSP, the Planning and Economic Development Commission approved a vesting tentative tract map, conditional use permit, and design review for a mixed-use project called "Old Mammoth Place." The Old Mammoth Place entitlements include up to 340 residential units with up to 488 lodging rooms, eight on-site workforce housing units, multiple outdoor public events plazas, approximately 20,000 square feet of commercial/retail space, approximately 17,000 square feet of restaurant space, 9,500 square feet of conference space, a 4,500 square-foot spa and wellness center, an ice rink, a pool, and an underground parking garage covering the entire site. As a part of the Old Mammoth Place project, the Town approved DZA 09-002 in April 2010 to clarify how building height is to be measured when a building sits atop a parking garage and DZA 10-002 in June 2010 to provide clarification on how fees would be charged for the entitled project.

Throughout the first six years after the approval of Old Mammoth Place, there proved to be no financing available to construct the project and no market for the sale of condominium hotel rooms. In August 2016, in order to improve the economic viability and marketability of the project, the owner obtained approval of amendments to the CSP (DZA 15-002) and the Old Mammoth Place entitlements, which included a 10-foot increase in building height, an increase in net residential square footage, and the elimination of an on-site workforce housing requirement.

Nonetheless, 12 years after ~~since~~ the adoption of the CSP, there ~~is~~ was still no indication that a project on the scale of Old Mammoth Place ~~can~~ could be financed and developed in the near term. Meanwhile, the current hotel and amenities fall short of meeting the vision and goals of the General Plan and the CSP, and ~~do~~ did not meet the needs and standards of Mammoth's target visitors and families. The site includes the original hotel and restaurant buildings, large paved parking areas, a concrete miniature golf course, and limited vegetation.

Therefore, in December 2021, the Town Council approved DZA 21-001, which revised the Clearwater Specific Plan (CSP) to establish development standards for an Amended Phase One Project. The approved development standards applicable to the amended phase 1 accommodate a less intensive expansion and upgrade of the hotel, restaurant, and public spaces than originally envisioned by the CSP/Old Mammoth Place entitlements, while still allowing for the future development of the Old Mammoth Place project consistent with the CSP's long-term vision and goals.

The current District Zoning Amendment application (DZA 24-001) requests a subsequent amendment to the Amended Phase One CSP to allow a new condominium hotel component of

the Phase One CSP project. The application includes a proposed subdivision of twenty (20) hotel units located within five fourplex "Villa" structures for condominium hotel purposes. The proposed subdivision of the Villas for condominium hotel purposes would not have a material impact on hotel operations because use of the Villas will be restricted to transient occupancy. Transient occupancy restrictions mean and include: (i) owner stays shall be limited to 30-days maximum per stay, without limitation on the number of stays per year; and (ii) each condominium hotel unit shall be made available for rental by the general public when the unit is not owner occupied; provided such restrictions are severable in the event of a judicial determination that a restriction is unenforceable, void or unconstitutional. In addition to the transient occupancy restrictions set forth in Town Zoning, the condominium hotel units (Villas) shall be maintained for transient occupancy use and language shall be included in the governing CC&Rs of the Villas to ensure that the Villas' primary use remains lodging.

## II. The Goal of this Subsequent Amendment to the Amended Phase One CSP (DZA 241-001).

The goal of this subsequent Amendment is to ~~establish ***interim*** development standards~~ expand the allowable land uses in the Amended Phase One CSP to include condominium hotel uses that are subject to use permit and subdivision map approval, establish development standards for those condominium hotel uses, and reaffirm project requirements for the site that will: (1) accommodate the ~~interim~~ reduced Phase One development of a ~~less tall and less dense~~ smaller scale expansion and upgrade of the hotel, restaurant, and public spaces than is envisioned by the CSP and Old Mammoth Place Project (the "Amended Phase One of the CSP"); (2) enhance and expand upon the available assortment of lodging, food and beverage, and event/meeting space options on the site; (3) provide a new and vibrant outdoor venue and park for community activities and events; (4) animate and activate the Old Mammoth Road streetscape; and (5) allow for and accommodate the future development of the Old Mammoth Place project consistent with the CSP's long-term vision and goals, if and when market conditions allow.

## III. Amended Phase One of the CSP Project Description.

The goal of the Amended Phase One of the CSP is to transform the site into a fully upgraded, full-service family-oriented lodging establishment ~~hotel~~ and public events venue that will serve to increase lodging ~~hotel~~ occupancies and revitalize the Old Mammoth Road streetscape. The ~~proposed~~ redevelopment of the site ~~would be~~ is the first major renovation of a hospitality project in Mammoth in decades, and would make significant strides toward achieving the Town's vision and goals for the Old Mammoth Road corridor~~,~~ as set forth in the General Plan and the CSP. To that end, the owner ~~will seek~~ has obtained the Town's approval to:

- Upgrade and enhance all of the hotel's entryways, lobby areas, public spaces, and accommodations;
- Upgrade and increase the capacity of the event and meeting space at the Rafters Restaurant and Lounge and in the current lobby;
- Upgrade the pool and add hot tubs;
- Create multiple landscaped social and amenity areas to include a gazebo, a volleyball court, lawn games, fire pits, and hammocks;

- Add ~~30~~ 10 family-friendly resort cabins and 20 units within five (5) fourplex structures ("Villas") to the site's ~~and~~ hotel inventory;
- Provide on-site workforce housing for a minimum of five hotel employees;
- Demolish the Jimmy's Taverna and Red Lantern building;
- Demolish the miniature golf course;
- Expand the Rafters deck;
- Create a landscaped food and beverage garden and food truck venue south along Old Mammoth Road from the Rafters deck to a new public park;
- Create a new public park and events pavilion at the corner of Old Mammoth Road and Sierra Nevada Road to accommodate community festivals and events; and
- Provide new public restaurants to support the public's use of the new food and beverage garden and public park.
- Pursuant to DZA 24-001, condominium hotel uses may be permitted subject to use permit and subdivision map approval.

## IV. The Town's Vision and Goals for the Site.

The Town's vision and goals for the site are encompassed in the following quotes from the CSP:

> "These guidelines and standards provide a framework for development of a cohesive, mixed-use, pedestrian-oriented … hotel opportunity that will significantly contribute to the revitalization of the Old Mammoth Road corridor."
>
> "The hotel will provide a contemporary and enjoyable place to stay for Mammoth visitors, central to the multitude of recreational opportunities available in and around the Town of Mammoth Lakes."
>
> "The overall goal of the Specific Plan is to create an attractive, hotel opportunity that shall serve to revitalize the economy of the core of the North Old Mammoth Road District area."
>
> "A project shall provide additional transient occupancy options to the Town of Mammoth Lakes" and shall "contribute to the overall revitalization of the Old Mammoth Road corridor."
>
> "To support the needs of the Town of Mammoth Lakes as a premier destination resort community … a project shall provide additional 'hot beds' and additional transient occupancy options to the Town."

The ~~proposed~~ subsequent amendment to the Amended Phase One of the CSP will ~~include~~ permit ~~30 the addition of~~ 10 single-story resort cabins that will provide additional hot beds and amenities, ~~without any condominium component.~~ as well as 20 Villa units located within five four-plex structures along the southern portion of the site which may be subdivided for condominium hotel purposes subject to use permit approval and stipulation that the units are restricted to transient occupancy use.

The resort cabins and Villa units are designed for families, ~~will~~ add to the lodging options offered within the community, and have the capacity to increase TOT generation though higher occupancies and average daily rates. The expansion of indoor and outdoor event and meeting space, the creation of a food and beverage garden, and the development of a public park and events pavilion ~~will~~ provide benefits to the community and animate the Old Mammoth Road streetscape.

**V. Development Standards.**

The following development standards ~~will~~ apply to the Amended Phase One of the CSP:

| DEVELOPMENT STANDARD | Proposed |
|---|---|
| Total Project Site Size: | 6.09 acres |
| Number of existing hotel rooms: | 149 rooms |
| Number of ~~additional~~ new resort cabins ~~rooms~~: | ~~3~~10 rooms |
| Number of new Villa units (these units may be subdivided for condominium hotel purposes subject to use permit and subdivision map approval): | 20 units |
| Maximum Building Height – Cabins and Villas: | 35 feet |
| Restaurant square feet: | 10,000 square feet |
| Event space square feet: | 2,000 square feet |
| Minimum Building Separation | 5 feet |
| Setbacks - Old Mammoth Road Frontage | 5 feet |
| Setbacks – Sierra Nevada | 10 feet |
| Setbacks – Laurel Mountain | 3 feet |
| Maximum Lot Coverage | 70% |
| Total parking spaces: | Parking shall meet the requirements set forth in the 2016 Clearwater Specific Plan unless a Parking Reduction is approved pursuant to MC Section 17.44.040 |
| Minimum Snow Storage | 53,300 square feet |
| Minimum Open Space/ Landscaped Area | 73,000 square feet |

## VI. Proposed Modifications to CSP Standards.

The following table describes the requested modifications to the 2016 CSP requirements to accommodate the ~~proposed~~ Amended Phase One of the CSP. These standards shall only apply to the Amended Phase One project, and any future redevelopment of the site following completion of the Amended Phase One project shall be subject the standards found in the 2016 Amendment to the Clearwater Specific Plan.

| Section | Title | Proposed Changes to the Clearwater Specific Plan |
|---|---|---|
| 1.0 | Introduction | None. |
| 2.0 | Existing Setting and Conditions | None. |
| 3.0 | Project Description of the Specific Plan | • The Project Description for the Amended Phase One of the CSP is included under Section III above. The project description for the Old Mammoth Place project as detailed in the 2016 CSP Amendment shall not apply to the Amended Phase One project. |
| 3.1 | Conceptual Plan | • The Conceptual Plan for the Amended Phase One of the CSP is for illustrative purposes only and does not constitute a formal approval of any site or building design. Final site and architectural plans must be approved through the Design Review process. |
| 3.2 | Design Objectives | • The Amended Phase One of the CSP shall not require:<br>○ the construction of any commercial retail space along Old Mammoth Road;<br>○ improvement of the transit stop or construction of a bus shelter on Old Mammoth Road;<br>○ regular shuttle service to MMSA, the airport, the golf courses, and Vons (shuttle service shall be on-demand); or<br>○ on-site changing rooms and lockers for employees of the resort who choose to walk or bike to work. |
| 3.3 | Sustainability Guidelines | • Improvements constructed for the Amended Phase One of the CSP shall not require LEED certification. |
| 3.4 | Operations | • Although the Amended Phase One of the CSP shall contain event space and meeting space, it need not include conference space.<br>• For the purposes of this Amended Phase One CSP document, the term "condominium hotel" shall be defined as any building or portion thereof containing guest rooms used, designed, or intended to be used, let or rented for |

| | | |
|---|---|---|
| | | periods of no more than thirty days at a time either by transient occupants or the individual owner(s) of a unit or units within the project; and that is also an estate in real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interior space in the building on the real property.<br>• The Amended Phase One of the CSP ~~shall not include any "condominium hotel" units, any units that "will be sold fully furnished with standardized furniture, fixtures and equipment at the time of initial sale," any "homeowner association," or any "space for a rental management operation."~~ may include condominium hotel uses subject to use permit and subdivision map approval.<br>• A maximum of twenty (20) "condominium hotel" units may be approved under the Amended Phase One CSP.<br>• All condominium hotel units shall include the following services and amenities:<br>○ a. Central front desk, lobby, and telephone connections to all hotel rooms with staff available 24-hours a day;<br>○ b. Check-in spaces for arriving vehicles;<br>○ c. Amenities supportive of lodging uses (e.g., concierge/guest services on site; conference/meeting space, with food and beverage support, flexible room configuration, industry-standard audiovisual, telecom, and conferencing infrastructure; food and beverage operations in the form of restaurant or room service; ski and luggage storage; and recreation facilities such as spas, swimming pools, or fitness room facility open to all hotel users);<br>○ d. Standardized furniture, fixtures, and equipment in all rooms;<br>○ e. Centralized management and standards for guest reservations, daily housekeeping service, and maintenance services, for all units;<br>○ f. Space for a rental management operation;<br>○ g. Management by a qualified entity with at least five years' experience in the hotel management business, including a "flag" hotel or company with equivalent experience; and<br>○ h. Inclusion of hotel amenities in common areas through condominium covenants, conditions, and restrictions (CC&Rs). |
| 3.5.1 | Traffic Mitigation | • No offsite traffic improvements shall be required. |

| | | |
|---|---|---|
| 3.5.2 | Site Access | • The Amended Phase One of the CSP may be accessed from Sierra Nevada Road even though it will not include underground parking. |
| 3.5.3 | Transit Improvements | • No transit improvements shall be required. |
| 3.5.4 | Street Improvements | • The Amended Phase One of the CSP shall include curb, gutter, and sidewalk improvements along Laurel Mountain Road.<br>• The east-west vehicular connector:<br>o need not have a 40-foot right-of-way offered for dedication to the Town for use as a public road;<br>o need not be named;<br>o need not be improved with curb and gutter; and<br>o need not contain sidewalks or heat tracing.<br>• The north-south pedestrian connector in the Amended Phase One of the CSP will provide access from Sierra Nevada Road to the hotel pool complex, but will not connect to the northern property boundary. |
| 3.5.5 | Storm Drainage | • The project will meet Town drainage standards and requirements. |
| 3.5.6 | Sewer and Water | • The project will meet all applicable Mammoth Community Water District standards and requirements as determined through the construction permit process. |
| 3.5.7 | Dry Utilities | • Undergrounding of on-site overhead utilities serving the site shall not be required. |
| 3.5.8 | Phasing | • The Amended Phase One of the CSP shall be constructed in one phase, as determined by the owner after consultation with the Town. |
| 3.5.9 | Public Facilities | • The food and beverage garden along Old Mammoth Road need not be hardscaped. |
| 3.6 | Community Benefits | • The community benefits required by the CSP will not be provided as part of Amended Phase One but may be required upon future redevelopment of the site. |
| 4.1 | Consistency with the 2007 General Plan | None. |
| 4.2 | Consistency with the NOMR District Study | None. |
| 4.3 | Consistency with the Municipal Code | None. |

| | | |
|---|---|---|
| 5.1 | Land Use Objectives, Policies, and Standards | • No underground parking is required.<br>• No residential units (other than workforce housing) are required.<br>• The north-south pedestrian connector need not connect to the northern property boundary. |
| 5.2 | Development Standards | • See the Development Standards Table for Details. |
| 5.2.1 | Land Use Designations | • The location and description of the uses shall not apply to the Amended Phase One of the CSP. |
| 5.2.2 | Permitted Uses | • Condominium hotel uses may be permitted subject to use permit and subdivision map approval.<br>• ~~Permitted uses for h~~ Hotel operations may include the construction or placement of ~~3~~10 resort cabins and 20 units within 5 four-plex ("Villas") structures that are affixed to foundations. |
| 5.2.3 | Density | None. |
| 5.2.4 | Site Coverage | None. |
| 5.2.5 | Building Separation | None. |
| 5.2.6 | Building Height | • The maximum building height for resort cabins and Villa structures shall be 35 feet. |
| 5.2.7 | Setbacks | • Setbacks for buildings and vehicles are set forth in the Development Standards table above. |
| 5.2.8 | Parking | • Parking shall meet the requirements set forth in the 2016 Clearwater Specific Plan unless a Parking Reduction is approved pursuant to MC Section 17.44.040. Underground parking shall not be required. |
| 5.2.9 | Snow Storage and Removal | None. |
| 5.2.10 | Signage | None. |
| 5.2.11 | Lighting | None. |
| 5.2.12 | Public Art | • No specific requirements for public art |
| 5.2.13 | Additional Standards and Requirements | None. |
| 6.0 | Design Guidelines | • Final design of the cabins, Villas, and site amenities will be determined through the Design Review process. |
| 7.0 | Housing | • The Amended Phase One of the CSP shall provide on-site workforce housing for a minimum of five hotel employees and shall otherwise comply with the Town's Housing |

| | | |
|---|---|---|
| | | Ordinance. No parking shall be required for on-site workforce housing units. |
| 8.1 | Recreation | None. |
| 8.2 | Conservation and Open Space | None. |
| 8.3 | Noise | None. |
| 8.4 | Safety | None. |
| 9.1 | Maintenance | • The hotel owner/operator shall maintain the hotel property and improvements. |
| 9.2 | Construction and Drainage | • No off-site drainage systems shall be required. |
| 9.3 | Site Utilities | • The project will meet all applicable utility requirements as determined during the construction permit process. |
| 10.0 | Administrative Procedures | • Use Permit and Design Review approval shall be required prior to construction of the Amended Phase One project. |

Recording Requested by and
When Recorded Mail To:

Town of Mammoth Lakes
Town Clerk
P.O. Box 1609
Mammoth Lakes, CA 93546

Recordation fee exempt per Government Code §27383
Space Above for Recorder's Use

**RESOLUTION NO. 2025-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA APPROVING TENTATIVE TRACT MAP 24-003 AND USE PERMIT 24-004 TO ALLOW THE SUBDIVISION OF TWENTY UNITS WITHIN FIVE FOURPLEX STUCTURES ("VILLAS" UNITS) INTO TWENTY CONDOMINIUM HOTEL UNITS LOCATED AT 164 OLD MAMMOTH ROAD, CONSISTENT WITH DISTRICT ZONING AMENDMENT 24-001**

**(APNs: 035-230-012-000)**

WHEREAS, a request for consideration of a tentative tract map and use permit review was filed by Matthew Mering for the property owner, WH SN Mammoth, LLC, to allow the Outbound Hotel "Villas" project, in accordance with Section 17.68 (Use Permits) and 17.88 (Design Review) of the Town of Mammoth Lakes Municipal Code and Section 10.0 of the Clearwater Specific Plan, for property located within the Clearwater Specific Plan Zoning District at 164, 202, and 248 Old Mammoth Road; and

WHEREAS, a noticed public hearing with the Planning and Economic Development Commission was opened on November 13, 2024, at which time the public hearing was continued to the regularly scheduled December 11, 2024, PEDC meeting; and

WHEREAS, the Planning and Economic Development Commission conducted the continued public hearing on December 11, 2024, at which time all those desiring to be heard were heard and the hearing concluded with a 2-1 vote of the Commission. It was determined that the 2-1 vote was a "no action vote" so a new public hearing would be required to reach a decision on the application; and

WHEREAS, the Planning and Economic Development Commission conducted a duly noticed public hearing for the application request on February 12, 2025, at which time all those desiring to be heard were heard; and

WHEREAS, following the receipt of all oral and written testimony, the Planning and Economic Development Commission closed the public hearing on February 12, 2025, and adopted Resolution No. PEDC 2025-02 recommending approval of District Zoning

Amendment 2024-001, Tentative Tract Map 24-003, and Use Permit 24-004, for the Outbound Hotek "Villas" Project to the Town Council, with conditions; and

WHEREAS, the Town Council conducted a duly noticed public hearing on the application request on March 19, 2025, at which time all those desiring to be heard were heard; and

WHEREAS, the Town Council considered, without limitation:

1. The staff report dated March 19, 2025, with all attachments and exhibits,

2. The 2007 General Plan, 2021 Amended Clearwater Specific Plan, State Subdivision Map Act, Municipal Code, and associated Land Use Maps,

3. Oral evidence submitted at the hearing,

4. Written evidence submitted at the hearing,

5. Project plans consisting of:
    a. Tentative Tract Map 24-003, Sheets 1 – 2, dated December, 2023

6. The 2021 Addendum to the Clearwater Specific Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2006062154), incorporated herein by reference,

7. Amendments to the Clearwater Specific Plan, consisting of the complete text of the Amended Phase One Clearwater Specific Plan with changes as indicated in redline/strikeout format, dated December 2024, incorporated herein by reference,

8. Council Ordinance 25-XX approving District Zoning Amendment 24-001 for the Subsequent Amendment to the Amended Phase One Clearwater Specific Plan and making findings in support thereof, incorporated herein by reference.

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

1. That the Town Council finds the above recitations are true and correct.

2. The Town Council incorporates by reference all exhibits and attachments cited in this Resolution.

3. Pursuant to the requirements of the Town of Mammoth Lakes Municipal Code, the Town Council makes the findings contained in Exhibit "A" attached hereto.

4. The Town Council approves Tentative Tract Map 24-003 and Use Permit 24-004, subject to the conditions attached hereto as Exhibit "B".

5. Pursuant to the requirements of the California Environmental Quality Act (CEQA), the Town Council directs staff to file a Notice of Determination.

6. The documents and other materials that constitute the record of proceedings upon which the Town Council's decision is based are located in the Town Offices of the Town of Mammoth Lakes, at 437 Old Mammoth Road, Suite 230, Mammoth Lakes, California 93546 and Jamie Gray, Town Clerk, is hereby designated as the custodian of these records.

APPROVED AND ADOPTED THIS 19th day of March 2025

_____
CHRIS BUSBER, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

I, Matthew Merring, am the designated representative for the property owner and I do hereby attest that I have read, and agree to, the conditions of approval stipulated within this Resolution.

_____

Matthew Merring, Authorized Signatory Date
WH SN Mammoth L.L.C.
(Notary Required)

| **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** |
| --- |
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document. |
| State of California<br>County of<br><br>On _____, before me, _____, Notary Public, personally appeared<br><br>who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.<br><br>I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.<br><br>**WITNESS my hand and official seal.**<br><br>_____<br>Notary Public Signature Seal |

**EXHIBIT "A"**
**Resolution No. 2025-**
**Case No. TTM 24-003, UPA 24-004**

## FINDINGS

### FINDINGS FOR USE PERMIT
(Municipal Code Section 17.68.050)

**a. The proposed use is consistent with all applicable sections of the General Plan and Title 17 and is consistent with any applicable Specific Plan;**

The 2007 *Town of Mammoth Lakes General Plan* land use map designates the entire project site Clearwater Specific Plan (CSP). The CSP land use designation allows hotel, condominium-hotel, workforce housing, street front retail along Old Mammoth Road, and plaza areas for gathering/events. The Outbound Hotel "Villas" Project proposes to subdivide five existing fourplex ("Villas") structures into twenty condominium hotel units. The location of the Villa structures is situated in Land Use Area 2 of the CSP, which allows condominium hotel uses subject to use permit and subdivision map approval. Therefore, the proposed conversion of twenty hotel units into twenty condominium hotel units is consistent with the CSP General Plan land use designation.

The CSP sets forth the land use development standards for this site rather than Title 17 (Zoning Code). The proposed subdivision of the five (5) existing fourplex structures into twenty (20) condominium hotel units is consistent with the CSP land use designation which allows hotel, condominium hotel, retail, restaurant uses as well as amenities to enhance the visitor experience and support long-term visitation.

**b. The proposed use and the conditions under which it would be operated or maintained will not be detrimental to the public health and safety nor materially injurious to properties or improvements in the vicinity; and**

The proposed use and the conditions under which it would be operated will not be detrimental to the public health or safety nor materially injurious to properties or improvements in the vicinity because the Clearwater Specific Plan EIR (SCH# 2006062154) and the 2021 Addendum analyzed potential impacts of the proposed use related to aesthetics, air quality, noise, hazards and hazardous materials, traffic, and other issues. The analyses prepared for each potential impact category concluded that the proposed project would not have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly, following conformance with the existing regulatory framework and mitigation measures.

**c. The Commission shall make such other findings as deemed necessary to support approval or denial of the proposed use.**

The Outbound Hotel "Villas" Project includes a Tentative Tract Map for the proposed subdivision of the existing twenty hotel units for condominium hotel purposes. The subsequent amendment to the Amended Phase One CSP includes the addition of a

definition for condominium hotel uses as well as operating standards that are consistent with the Municipal Code and the CSP operating standards. These clarifications to the Amended Phase One CSP will ensure that the condominium hotel units continue to be operated and used as transient rentals, thereby providing an alternative lodging option that promotes a mix of uses in a pedestrian-scaled environment at a scale and form appropriate to the neighborhood context and adjacent residential uses and forms.

## SUBDIVISION MAP ACT FINDINGS

(State Map Act Section 66474)

**a. The proposed map is consistent with applicable general and specific plans.**

The proposed map is consistent with applicable 2007 General Plan, and with the subsequent amendment to the Amended Phase One Clearwater Specific Plan (CSP) because the proposed subdivision of the five existing fourplex structures into twenty condominium hotel units that may be sold individually is a permitted use within Land Use area 2 of the Clear Water Specific Plan and is consistent with intended uses described in the General Plan Land Use designation for the CSP. The General Plan land use description for the CSP states that the designation is intended to create a visitor-oriented entertainment, retail, and lodging district with uses including hotels, and similar visitor accommodations along with supporting restaurants, retail and services.

**b. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.**

No additional development on the site is currently proposed. However, the existing design and improvements of the subdivision are consistent with the applicable General Plan and Clear Water Specific Plan because the CSP establishes minimum parcel size for the creation of new parcels within the CSP and allows for alternative parcel sizes to be established for condominium uses in accordance with the proposed development, and subject to the approval of a subdivision map and use permit.

**c. The site is physically suitable for the type of development.**

The site is physically suitable for the type of development proposed because construction of the Amended Phase One CSP project is almost complete, and the five “Villa” structures already exist and are currently operated as traditional hotel units. The existing surface parking area located on the south side of the “Villas” can accommodate the twenty-one (21) parking spaces required to be dedicated for use by the twenty (20) proposed condominium hotel units.

The project site consists of approximately 6.1 acres and the proposed subdivision boundaries are situated so as to comply with the development standards of the CSP and the Municipal Code including minimum lot size, street access, snow storage, parking, utilities, and trash enclosure access. Additionally, since the subject “Villa” structures already exist and the site is an in-fill development, all utilities and access roadways have been improved and/or extended to service the Project area.

**d. The site is physically suitable for the proposed density of development.**

The site is physically suitable for the proposed density of development because construction of the Amended Phase One CSP project is almost complete, and the proposed subdivision is only applicable to the five existing fourplex structures which are proposed to be converted from traditional hotel units to condominium hotel units.

**e. The design of the subdivision or the proposed improvements are not likely to cause substantial environment damage or substantially and avoidably injure fish or wildlife or their habitat.**

The design of the subdivision is not likely to cause substantial environmental damage or substantially injure fish or wildlife because the project is not located within an environmentally sensitive area and because the CEQA Addendum that was prepared for the Amended Phase One CSP project supports the conclusion that the proposed project would not cause substantial environmental damage or substantially injure fish or wildlife.

**f. The design of the subdivision and types of improvements is not likely to cause serious health problems.**

The design of the subdivision is not likely to cause serious public health problems because a CEQA Addendum was prepared for the scope of the Amended Phase One CSP development project, and identified applicable mitigation measures from the certified Clearwater Specific Plan Environmental Impact Report EIR (SCH# 2006062154) which have been included as conditions of approval to ensure health-related impacts are reduced to a less than significant level. No evidence has been submitted during the planning review process to indicate that the Project would cause any serious public health problems. All necessary public services are currently provided, or can be extended to, the site for those individuals occupying and using the proposed condominium hotel facilities.

**g. The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.**

The design of the subdivision will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision because all easements are shown on the tentative tract map and/or are required through the conditions of approval for the project. The proposed parcel configuration for the condominium hotel use can be accessed from Sierra Nevada Road and Laurel Mountain Road, which provides adequate street alignment and width to serve the project.

**EXHIBIT "B"**
**Resolution No. 2025-**
**Case No. TTM 24-003 and UPA 24-004**

## CONDITIONS OF APPROVAL

### STANDARD PLANNING DIVISION CONDITIONS

1. This approval authorizes the following:

   a. The subsequent amendment to the 2021 Amended Phase One CSP document to modify the permitted uses for the Amended Phase One CSP by adding condominium hotel uses subject to a use permit and subdivision approval. The proposed amendment includes a definition for condominium hotel uses, adds development and operating standards applicable to condominium hotel uses, and removes language that excludes condominium hotel uses within the Amended Phase One CSP development.

   b. Approval to subdivide the existing 20 units within the five (5) existing fourplex structures referred to as the "Villas" units into 20 condominium hotel units that may be sold individually.

   This approval is not effective until Ordinance 25-__, adopting District Zoning Amendment 24-001, is effective.

2. The approved tentative tract map includes: Tentative Tract Map Plan Sheets 1-2, dated received by the Town on October 21, 2024. Drafts of the Reciprocal Easement Agreement (REA) and Exhibit A (Parking and Snow Storage), Exhibit C (Private Roadways and Paths of Travel) and Exhibit E (Shared Utilities Plan) were dated received by the Town on November 27, 2024. Prior to final map approval and recordation, the final REA and associated exhibits shall be reviewed and approved to the satisfaction of the Engineering Manager and Public Works Director.

3. This permit and all rights hereunder shall automatically terminate unless the Final Map is approved within two years after the issuance of this permit, or an extension of time has been granted in accordance with Municipal Code §17.60.060.B.

4. All new improvements constructed on the site shall be in compliance with all Town of Mammoth Lakes, County of Mono, Mammoth Community Water District, the Mammoth Lakes Fire Protection District, the CRWQCB Lahontan District, Great Basin Air Pollution Control District, OSHA, State of California and United States of America laws, statutes, ordinances, regulations, directives, orders, and the like applicable thereto and in force at the time thereof. Any violation of the above may constitute grounds for revocation under Chapter 17.128 of the Mammoth Lakes Municipal Code.

5. This resolution of approval, as conditioned herein, shall be recorded for the subject

property by the Mono County Recorder's Office to commence the approved use on the property or the issuance of any building permits for new or remodeled structures.

6. The site shall be maintained in a neat, clean and orderly manner. All improvements shall be maintained in a condition of good repair and appearance. Outdoor storage of equipment and other materials, except for firewood, is prohibited. Non-operating vehicles, equipment and materials inappropriate to the site and its use shall not be stored within outdoor areas on the site.

7. Storage of construction materials and equipment off-site shall not be permitted without a permit issued by the Community and Economic Development Department of the Town. Any public or private property altered, damaged or destroyed by site preparation, grading, construction or use shall be restored to its pre-existing condition by the permittee.

8. All uses are subject to review by the Building Official of the Town of Mammoth Lakes and must conform to occupancy ratings of the structures to obtain occupancy.

9. Town staff shall have the right to enter the subject property to verify compliance with these conditions. The holder of any permit associated with this project shall make the premises available to Town staff during regular business hours and shall, upon request make records and documents available to Town staff as necessary to evidence compliance with the terms and conditions of the permit.

10. Prior to the issuance of a certificate of occupancy, the applicant shall pay all applicable fees as prescribed by ordinance and/or resolution and pay any fees due on the project processing account.

11. Where compliance with the conditions of approval or applicant-initiated changes to the plans require additional staff review, that review time shall be billed at the Town's established billing rates. Prior to the issuance of a building or grading permit, the applicant shall pay all outstanding costs for the processing of this application.

12. This action may be appealed to the Town Council within fifteen (15) calendar days from the date of Planning and Economic Development Commission approval in accordance with Municipal Code Chapter 17.104.

13. Pursuant to Government Code Section 66474.9 the subdivider shall defend, with counsel selected by the Town, indemnify, and hold harmless the Town and its agents, officers, and employees from any claim, action, or proceeding against the Town and its agents, officers, or employees to attack, set aside, void, or annul, an approval of the Town, advisory agency, appeal board, or legislative body concerning this approval, which action is brought within the time period provided for in Government Code Section 66499.37. The Town shall promptly notify the subdivider of any claim, action, or proceeding and shall cooperate fully in the defense.

14. All exterior lighting shall comply with Chapter 17.36.030 of the Town of Mammoth Lakes Municipal Code, Exterior Lighting. Exterior light fixtures having a total of over 400 lumens of output shall be equipped with shields that extend below the horizontal plane of the light source to direct the light downward onto the structure or surrounding grounds. Accent lighting is permitted as described in Municipal Code Section 17.36.030.F.6. This shall be verified prior to issuance of a certificate of occupancy.

15. New or changed improvements, exterior illumination, elevations, designs, materials, or colors shall conform to the adopted Design Guidelines of the Town of Mammoth Lakes and will require review and approval from the Town of Mammoth Lakes Community and Economic Development Department or Planning and Economic Development Commission pursuant to Municipal Code Chapter 17.88.

16. All conditions of approval shall be printed verbatim on all of the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical, and plumbing) and shall be referenced in the index.

17. The project shall meet the requirements of Municipal Code Chapter 17.40 (Water Efficient Landscape Regulations). All landscape plantings shall be maintained in a healthy and growing condition at all times (as applicable for the season) and individual plants shall be replaced if they become diseased or die. Landscaping and irrigation systems within the public right-of-way within or adjacent to the project area shall be maintained by the property owner, with the exception of benefit assessment district areas.

18. Developers of residential properties shall include a disclosure statement indicating that Mammoth Lakes is an area of habitat for Mountain Lions, which indicates potential risk, particularly to small children and pets. (General Plan Mitigation Measure 4.3-1)

**SPECIAL PLANNING DIVISION CONDITIONS**

19. The Mitigation Monitoring and Reporting Program (MMRP) established by the Clearwater Specific Plan Final EIR and 2016 Addendum (SCH No. 2006062154) shall be adhered to in the implementation and operation of the proposed use and is incorporated herein by reference.

20. Any future changes to the CC&Rs for the Outbound "Villas" condominium hotel units which relates to a Town condition of approval for the Subdivision Map, may not be amended without the prior written consent of the Town Community and Economic Development Director and Public Works Director. Inclusion of this condition in the final CC&Rs shall be verified by the Town prior to recordation of the final map and CC&Rs.

21. The required trash enclosure shall be maintained in good condition and dumpsters shall be stored within the trash enclosure. Adequate space for recyclable materials

shall be provided within the enclosure. All trash enclosures, and receptacles shall be animal resistant.

22. No snow shall shed or be deposited onto adjacent properties or Town right-of-way. This shall include snow that is removed from any portion of the property, including, but not limited to, the structure, driveway, and/or common areas. All interim snow storage areas shall be on the subject property. The property owner shall be subject to fines pursuant to Municipal Code §12.16.030 (*Snow Removal – Violation/Penalty*) if found to be in violation of this condition.

23. A key box shall be provided with an individual master key that provides access to each unit.

**ENGINEERING DIVISION CONDITIONS**

**STANDARD CONDITIONS / GENERAL REQUIREMENTS:**

24. A final map, consistent with the tentative map and the conditions herein, shall be recorded with the County Recorder of Mono County prior to the expiration of the approved tentative map. The final map shall conform to the Subdivision Map Act and the Subdivision Ordinance for the Town of Mammoth Lakes. The tentative map shall expire 24 months after the approval date. Failure to submit to the Town a complete application for approval and recording of the final map prior to the tentative map expiration will nullify all approvals, except as such time limitation may be extended by law or by the Planning and Economic Development Commission in accordance with the Subdivision Map Act.

25. Nothing in the approval of this project shall be construed to allow for the deviation, adjustment, variance or non-conformance of any Municipal Code or ordinance, or of any local, State, or federal standard, policy, regulation or law, unless specifically provided for herein.

**THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO APPROVAL BY STAFF OF THE FINAL MAP:**

26. The final map shall conform to the requirements of Town of Mammoth Lakes Ordinance 84-10 and all amendments thereto.

27. As required by the Town's Subdivision Ordinance Section 17.20.160 and the most recent Town Council Resolution adopting a Schedule of Fees, the applicant shall pay a fee for each unit, parcel or lot, including lettered lots and parcels and common area lots or parcels created, to the Community and Economic Development Department for long range planning reimbursement prior to approval by staff of the final map.

28. Final map application submittal to the Town shall include a copy of the current grant deed, a preliminary title report dated within the past 30 days, copies of all exceptions, easements, restrictions and encumbrances listed in the preliminary title

report, a copy of each record map for the subject property shown within the tentative map boundary, and a copy of each and every adjacent map, deed or other document as necessary that establish, or were used for the survey of, and for the retracement of the subdivision boundary.

29. All easements and dedications as shown on the tentative map shall be granted on the final map or recorded by separate document prior to or concurrent with recordation of the final map. Easements shown on the tentative map to be granted or dedicated shall indicate the beneficiary of the easement(s). Easements shown on the tentative map to the benefit of an agency other than the Town or to other parties shall be shown on the final map as "Easements Reserved". The owner's statement on the final map shall reserve said easements unto themselves, their heirs and assigns.

30. Easements, dedications and other documents that are required to be recorded by separate document prior to or concurrent with the recordation of the final map shall be in a form and with content acceptable to the Town's Engineering Manager and Public Works Director and shall be submitted to the Town for review and approval. Upon Town approval, the original fully executed, notarized documents shall be submitted to the Town prior to approval of the final map.

31. The CC&Rs and Reciprocal Easement Agreement (REA) shall contain provisions granting rights of access and parking, as necessary, to the owners, tenants, and their guests, of the condominium units.

32. Existing CC&Rs, if any, encumbering the property shall be amended as necessary for the proposed development of this project.

33. Applicant shall submit a request for unit, building and street addressing to the Public Works Department. Approval of the addressing shall be completed prior to approval of the final map by staff.

34. Applicant shall provide evidence to the Town that all property taxes have been pre-paid to the Mono County Tax Collector or their payment has been secured by the filing of a surety bond or other cash-equivalent security acceptable to the County prior to approval of the final map by staff.

35. Applicant shall submit to the Town a subdivision guarantee, issued within 30 days prior to approval of the final map by staff.

36. Applicant shall install monumentation of the subdivision in accordance with the Subdivision Ordinance of the Town, Ordinance 84-10. Upon approval of the Town Surveyor and Public Works Department, a form of security listed in Government Code Section 66499(a) shall be posted with the Town in a form acceptable to the Town Surveyor for any deferred final monumentation for the final map. The estimated amount of the surety shall be prepared by the licensed land surveyor preparing the final map and shall be approved by the Town Surveyor. The estimates shall be at prevailing wage rates and shall include 20% for construction

contingencies and 20% for administrative costs.

37. The final condominium plans for the project shall be submitted to the Town for review for conformance with the approved development plan, tentative map, CC&Rs and REA. The condominium plans shall conform to the conditions of approval with respect to ownership of required appurtenant use areas. Recordation of the condominium plans shall not occur prior to Town approval of the condominium plans.

38. Within 30 days after approval of and prior to recording of the final map by the Planning and Economic Development Commission, the applicant shall submit to the Town an electronic file of the final map with coordinate system and format as may be approved by the Public Works Director.

**SPECIAL ENGINEERING CONDITIONS**

39. The Reciprocal Easement Agreement (REA) is required to grant condominium owners rights to public street access, 21 parking spaces, snow removal and storage, utilities, and trash enclosure, and shall be written to the satisfaction of, and approved by, the Town's Engineering Manager and Public Works Director prior to final map approval by staff. The REA shall include a provision that any future changes to the REA shall be approved by the Town, and that the parties to the REA may not oppose changes required by the Town.

40. The Property's 30-room contribution to the Town's Transit and Transportation Fee Community Facility District (Transit CFD 2013-03) shall be split such that each of the 20 condominium units is responsible for 1 share, and the resort is responsible for the remaining 10 shares.

41. The Property's contribution to the Town's Old Mammoth Road Benefit Assessment District (OMR BAD 2002-01) shall be split on a per-room basis such that each of the 20 condominium units is responsible for 1 room's share and the resort is responsible for the remaining 159 rooms' shares.

42. The Property's contribution to the Town's Maintenance Community Facility District (Maint CFD 2023-1) shall be split on a per-room basis such that each of the 20 condominium units is responsible for 1 room's share and the resort is responsible for the remaining 159 rooms' shares.

**SPECIAL DISTRICT CONDITIONS - MCWD**

43. The domestic water supply for the 20 condominium hotel units shall be privately sub-metered, per Senate Bill 7, (SB7), to the satisfaction of the Mammoth Community Water District (MCWD). Installation of the submeters shall be in accordance with manufacturers' specifications, comply with the California Plumbing Code, and is subject to testing by MCWD and approvals. A separate Connection Permit from MCWD is required. The submeters shall be capable of being accessed and read by the homeowners, tenants of the dwelling unit, and read

by the newly developed Old Mammoth Road Residences Owners' Association without entering the dwelling unit. It is the property owner's responsibility to operate and maintain these submeters and reporting requirements. Meters shall be re-inspected and recalibrated within the time limits specified in law and/or regulations.

# ATTACHMENT 3

# Tentative Tract Map Plan Sheets

Full size 24"x36" plans available at the Town offices for review

# OUTBOUND MAMMOTH
## TENTATIVE TRACT MAP
## WN SN MAMMOTH, LLC.

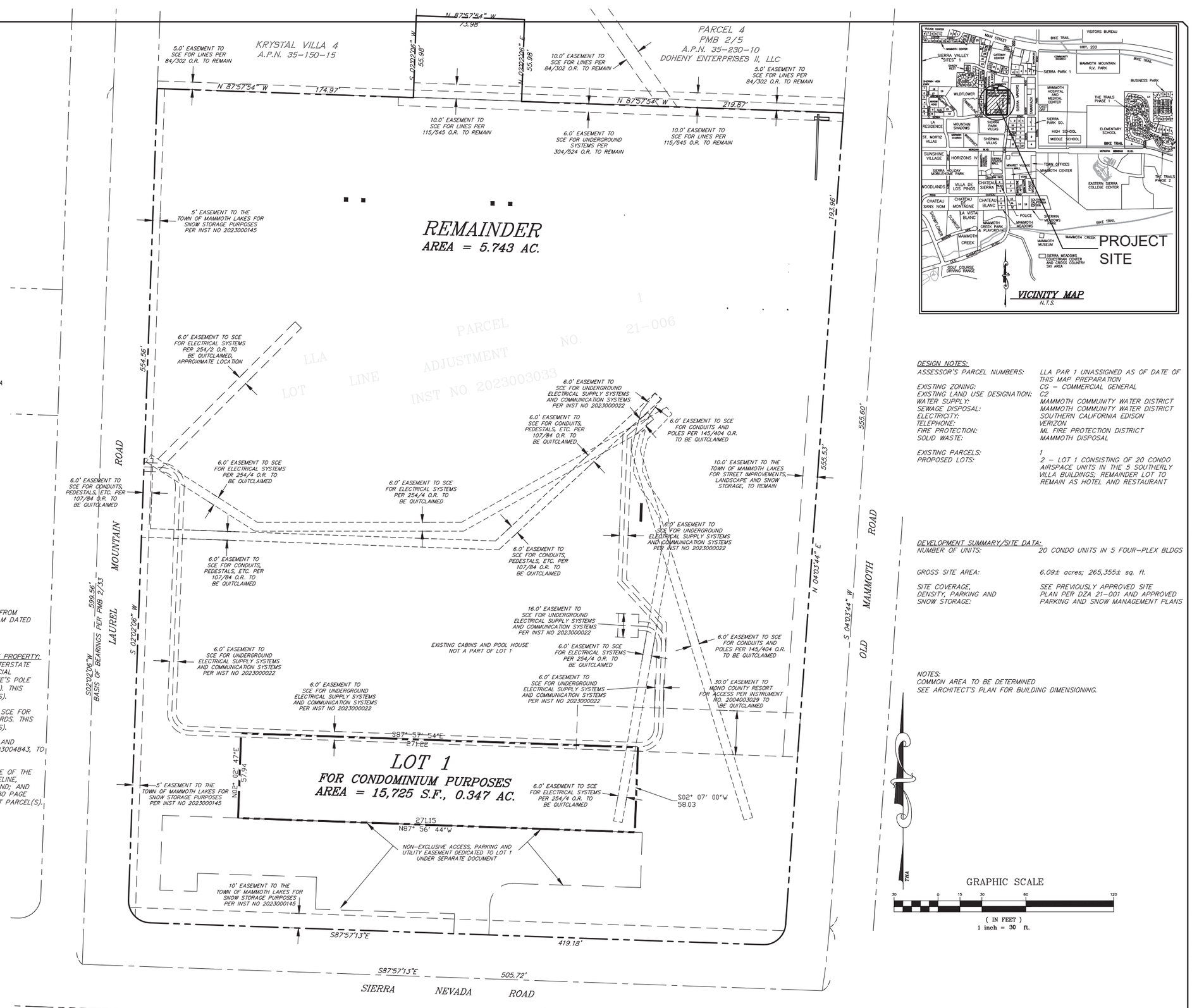
INDEX TO SHEETS


SHEET 1 TENTATIVE TRACT MAP
SHEET 2 VILLAS UNIT SITE LAYOUT


RECORD OWNER(S):
WH SN MAMMOTH, LLC
437 OLD MAMMOTH RD
MAMMOTH LAKES, CA 93546


PREPARED BY:
TRIAD/ HOLMES ASSOCIATES
P.O. BOX 1570
MAMMOTH LAKES, CA 93546
(760)934-7588 PHONE
(760)934-5619 FAX


LEGAL DESCRIPTION(S):
LOT LINE ADJUSTMENT PARCEL 1 OF LOT LINE ADJUSTMENT NO. 21-006 RECORDED IN INST. NO. 2023003033 OF DOCUMENTS IN THE OFFICE OF THE COUNTY RECORDER OF MONO COUNTY, ALSO BEING MORE PARTICULARLY DESCRIBED AS PARCEL 1, PARCEL 2, AND PARCEL 3 AS SHOWN ON THE MAP ENTITLED "PARCEL MAP 36-47" AND RECORDED IN BOOK 2, PAGE 5 AND 5A OF PARCEL MAPS IN THE OFFICE OF SAID COUNTY.







DESIGN NOTES:

| | |
|---|---|
| ASSESSOR'S PARCEL NUMBERS: | LLA PAR 1 UNASSIGNED AS OF DATE OF THIS MAP PREPARATION |
| EXISTING ZONING: | CG – COMMERCIAL GENERAL |
| EXISTING LAND USE DESIGNATION: | C2 |
| WATER SUPPLY: | MAMMOTH COMMUNITY WATER DISTRICT |
| SEWAGE DISPOSAL: | MAMMOTH COMMUNITY WATER DISTRICT |
| ELECTRICITY: | SOUTHERN CALIFORNIA EDISON |
| TELEPHONE: | VERIZON |
| FIRE PROTECTION: | ML FIRE PROTECTION DISTRICT |
| SOLID WASTE: | MAMMOTH DISPOSAL |
| EXISTING PARCELS: | 1 |
| PROPOSED LOTS: | 2 – LOT 1 CONSISTING OF 20 CONDO AIRSPACE UNITS IN THE 5 SOUTHERLY VILLA BUILDINGS; REMAINDER LOT TO REMAIN AS HOTEL AND RESTAURANT |

DEVELOPMENT SUMMARY/SITE DATA:

| | |
|---|---|
| NUMBER OF UNITS: | 20 CONDO UNITS IN 5 FOUR-PLEX BLDGS |
| GROSS SITE AREA: | 6.09± acres; 265,355± sq. ft. |
| SITE COVERAGE, DENSITY, PARKING AND SNOW STORAGE: | SEE PREVIOUSLY APPROVED SITE PLAN PER DZA 21-001 AND APPROVED PARKING AND SNOW MANAGEMENT PLANS |

NOTES:
COMMON AREA TO BE DETERMINED
SEE ARCHITECT'S PLAN FOR BUILDING DIMENSIONING.

EASEMENT NOTES:
EASEMENTS ARE FROM THE PRELIMINARY TITLE REPORT FROM INYO-MONO TITLE CO., COMMITMENT NO. IMT-00016108-M DATED DECEMBER 15, 2023..

THE FOLLOWING MAY AFFECT A PORTION OR ALL OF THE PROPERTY:
NOT LOCATABLE: 10' WIDE EASEMENT TO CALIFORNIA INTERSTATE TELEPHONE COMPANY PER BOOK 79, PAGE 391 OF OFFICIAL RECORDS. EASEMENT IS 5 FEET EITHER SIDE OF GRANTEE'S POLE LINE FACILITIES "AS THEY NOW EXIST" (MARCH 10, 1966). THIS EASEMENT MAY OR MAY NOT AFFECT SUBJECT PARCEL(S).

NOT LOCATABLE: EASEMENTS, 20' AND 4' IN WIDTH, TO SCE FOR POLE LINES, PER BOOK 79 PAGE 417 OF OFFICIAL RECORDS. THIS EASEMENT MAY OR MAY NOT AFFECT SUBJECT PARCEL(S).

BLANKET EASEMENT ON APN 35-230-05 FOR PARKING AND ACCESS TO APN 35-230-06, PER INSTRUMENT NO. 2003004843, TO BE QUITCLAIMED.

NOT LOCATABLE: 10' WIDE EASEMENT, 5' ON EITHER SIDE OF THE CENTER LINE OF SHADY REST WATER TRANSMISSION PIPELINE, LOCATED IN PLACE, OVER, UNDER AND ACROSS SAID LAND; AND ANY VESTED AND ACCRUED WATER RIGHTS, PER BOOK 80 PAGE 219. THIS EASEMENT MAY OR MAY NOT AFFECT SUBJECT PARCEL(S).

BASIS OF BEARINGS:
BASIS OF BEARINGS IS THE CENTER LINE OF LAUREL MOUNTAIN ROAD S02°02'06"W PER PMB 2/33.

GRAPHIC SCALE
30 0 15 30 60 120
( IN FEET )
1 inch = 30 ft.


triad/holmes assoc
civil engineering
land surveying
MAMMOTH LAKES
BISHOP
REDWOOD CITY

PREPARED & SUBMITTED BY:
LICENSED LAND SURVEYOR
ANDREW K. HOLMES
No. 4428
STATE OF CALIFORNIA
DATE:



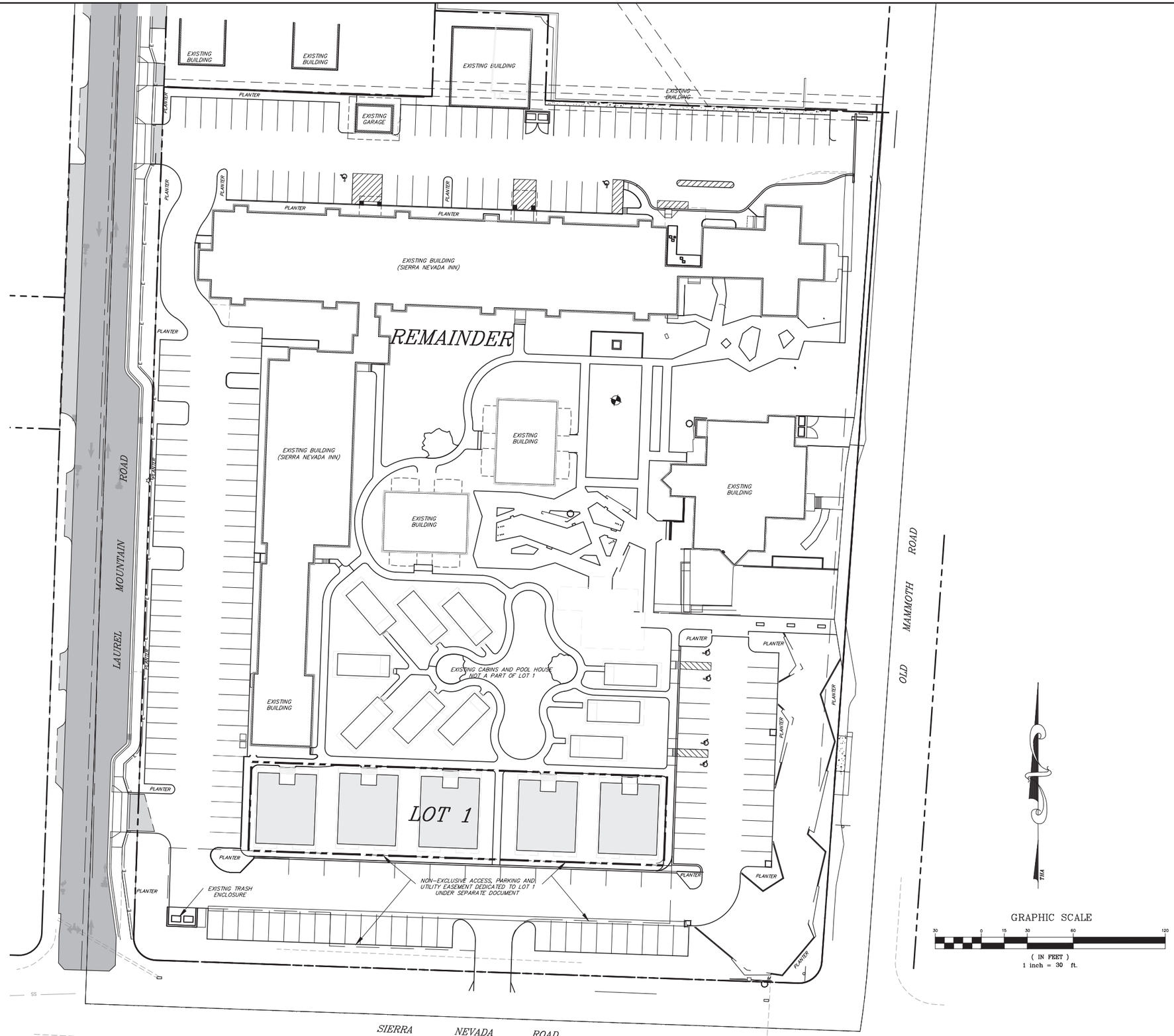
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| REVISIONS: | BY: |
|---|---|
| | |

OUTBOUND MAMMOTH
TENTATIVE TRACT MAP NO.
TOWN OF MAMMOTH LAKES, MONO COUNTY, STATE OF CALIFORNIA

| | |
|---|---|
| DATE | 12/27/2023 |
| SCALE | |
| DRAWN | TP/GP |
| JOB NO. | 2740.3 |
| DWG | 1 |
| SHEET | 1 OF 2 |

Z:\01 Mammoth\2740-3 SW waterton\CAD\TM\2740-3 -ttm.dwg Oct 16,2024 - 11:54am tpiotz





tha
triad/holmes assoc
civil engineering
land surveying
MAMMOTH LAKES
BISHOP
REDWOOD CITY


PREPARED & SUBMITTED BY:

LICENSED LAND SURVEYOR
ANDREW K. HOLMES
No. 4428
STATE OF CALIFORNIA

DATE:


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| REVISIONS: | BY: |
|---|---|
| | |

# OUTBOUND MAMMOTH

## TENTATIVE TRACT MAP NO.

TOWN OF MAMMOTH LAKES, MONO COUNTY, STATE OF CALIFORNIA

DATE 12/27/2023
SCALE
DRAWN TP/GP
JOB NO. 2740.3
DWG 2
SHEET 2 OF 2

# ATTACHMENT 4

# 2021Addendum to the Clearwater Specific Plan EIR

OCTOBER 2021

# Sierra Nevada Resort Amendment

## ADDENDUM TO THE CLEARWATER SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

SUBMITTED BY
MICHAEL BAKER INTERNATIONAL

Michael Baker
INTERNATIONAL

This document is designed for double-sided printing to conserve natural resources.

**ADDENDUM TO THE CLEARWATER SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT**

# Sierra Nevada Resort Amendment

October 2021

**Lead Agency:**

**Town of Mammoth Lakes**
437 Old Mammoth Road, Suite 230
Mammoth Lakes, California 93546
**Contact: Mr. Chandler Van Schaack, AICP**
**Senior Planner**
Phone: (760) 965-3637
Email: cvanchaack@townofmammothlakes.ca.gov

This document is designed for double-sided printing to conserve natural resources.

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A – VMT Assessment

# 1.0 INTRODUCTION

The proposed project is located within an area covered by *The Clearwater Specific Plan* (Specific Plan). The Specific Plan was adopted by the Town of Mammoth Lakes (Town) on January 21, 2009, for the development of a new, pedestrian oriented, mixed-use, resort destination development (herein referenced as the "Specific Plan Development Scenario") located in the North Old Mammoth Road District of the Town. The Town, as the Lead Agency under the California Environmental Quality Act (CEQA), determined that an Environmental Impact Report (EIR) was required for the Specific Plan prior to adoption.

Following approval of the Specific Plan and Specific Plan EIR, a Conditional Use Permit (CUP) was approved by the Town for the project site on March 10, 2010 (2009 Old Mammoth Place CUP). As part of this process, the Town's Community and Economic Development Department prepared a CEQA Conformance Analysis to confirm if the proposed CUP was consistent with what was analyzed as part of the Specific Plan Final EIR. The 2009 Old Mammoth Place CUP included Use Permit Application (UPA) 09-003 and Vesting Tentative Tract Map (VTTM) 09-003.

In 2016, the Applicant requested approval of modifications to the 2009 Old Mammoth Place CUP (the 2016 Old Mammoth Place CUP Amendment). At that time, a CEQA addendum to the Clearwater Specific Plan (2016 Addendum) was prepared to confirm if the proposed modifications were consistent with what was analyzed as part of the Specific Plan Final EIR. The Old Mammoth Place CUP Addendum was approved in 2016.

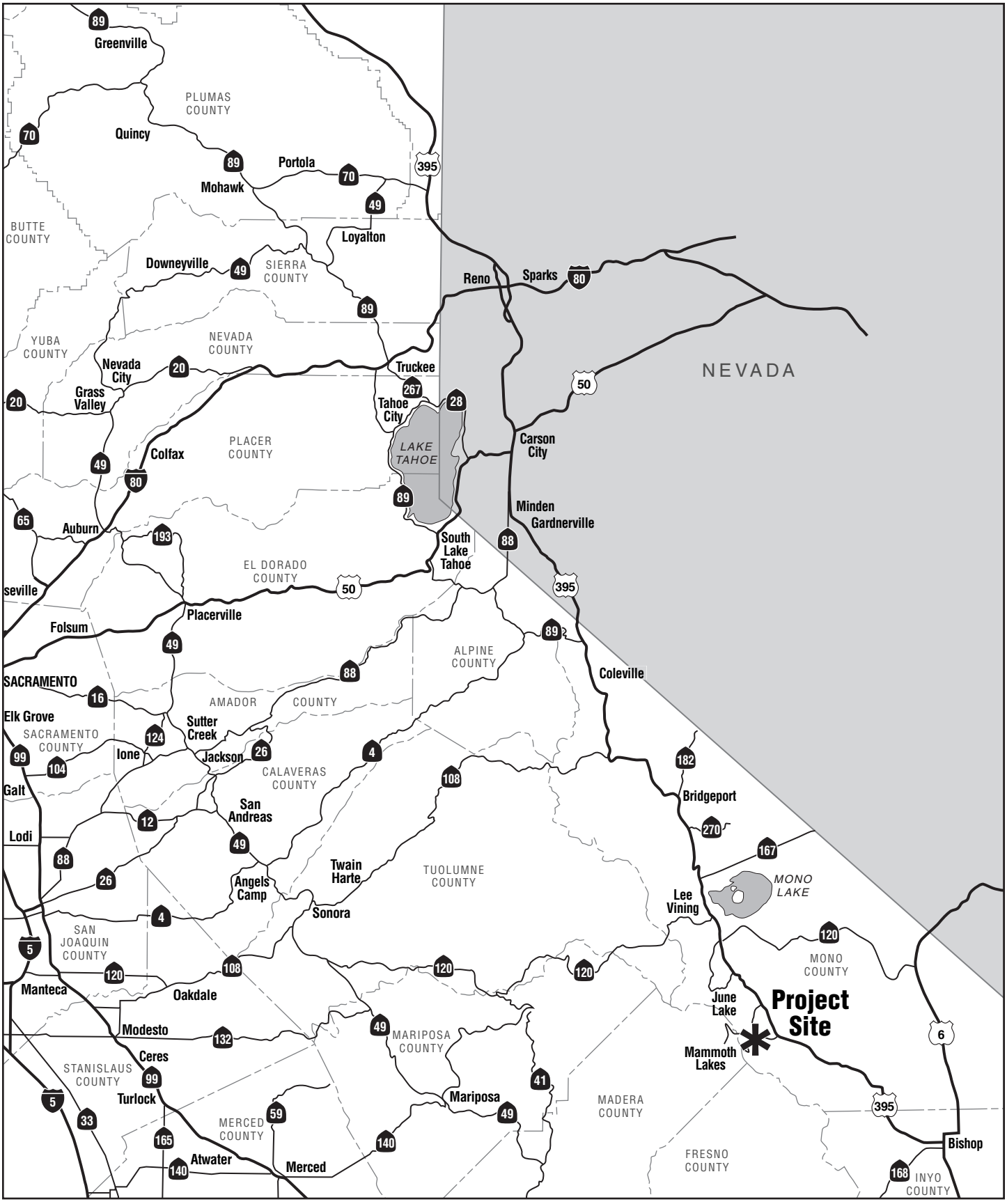
Since that time, development of the project site, as anticipated in the Specific Plan and the 2016 Old Mammoth Place CUP Amendment, has not occurred. At this time, the Applicant is requesting appropriate entitlements to allow for an interim development ("Amended Phase One") to be constructed at the project site, while preserving the existing Specific Plan allowances for the potential future development per the approved 2016 Old Mammoth Place CUP Amendment. These changes for implementation of an Amended Phase One (referenced as the proposed Sierra Nevada Resort Amendment, or project) are the subject of this 2021 Addendum to The Clearwater Specific Plan EIR.

## 1.1 PROJECT LOCATION AND EXISTING CONDITIONS

The Town of Mammoth Lakes is located in the eastern portion of the Sierra Nevada Range, within southwestern Mono County, California; refer to Exhibit 1-1, *Regional Vicinity*. Regional access to the town is provided via U.S. Highway 395, which is approximately three miles east. Mammoth Lakes is served primarily by State Route 203, which acts as a connector to U.S. 395.

The approximate 6.1-acre site is located to the west of Old Mammoth Road and is surrounded on the remaining three sides by Sierra Nevada Road to the south, Laurel Mountain Road to the west, and the Mammoth Mall and Krystal Villa East condominiums to the north; refer to Exhibit 1-2, *Site Vicinity*. The Specific Plan area consists of three parcels (Accessor Parcel Numbers [APN] 35-230-05, 35-230-06, and 35-230-07).

The site is currently developed with commercial uses, which include the Sierra Nevada Resort and Spa and Frosty's Miniature Golf (both located at 202 Old Mammoth Road), Rafters Restaurant and Lounge (164 Old Mammoth Road), and a second restaurant building occupied by Red Lantern downstairs and Jimmy's Taverna upstairs (248 Old Mammoth Road).




NOT TO SCALE

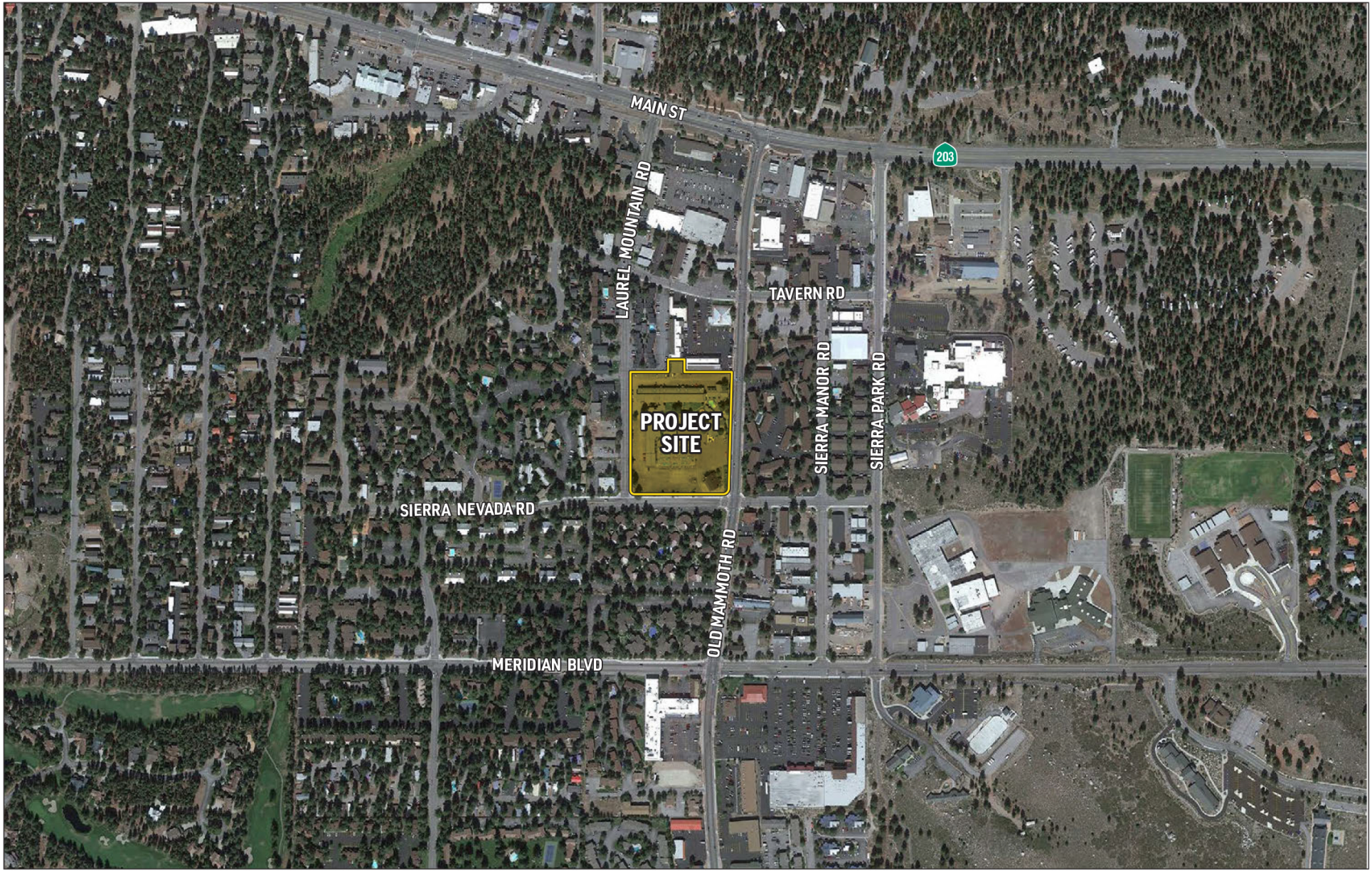
Michael Baker INTERNATIONAL

09/2021 JN186150

SIERRA NEVADA RESORT AMENDMENT
2021 ADDENDUM TO THE CLEARWATER SPECIFIC PLAN
ENVIRONMENTAL IMPACT REPORT

# Regional Vicinity

**Exhibit 1-1**




Source: Google Earth Pro, September 2021

NOT TO SCALE

Michael Baker INTERNATIONAL

09/2021 JN186150

SIERRA NEVADA RESORT AMENDMENT
2021 ADDENDUM TO THE CLEARWATER SPECIFIC PLAN
ENVIRONMENTAL IMPACT REPORT

# Site Vicinity

**Exhibit 1-2**

The Sierra Nevada Resort and Spa is an L-shaped building situated at the north and west sides of the project site. Two detached buildings owned and used by the hotel are located north of Frosty's Miniature Golf, which occupies the center portion of the site. Rafters Restaurant and Lounge is located at the central east side of the site. The two-story wooden restaurant building occupied by Red Lantern (currently closed) and Jimmy's Taverna (currently operating) is located at the southeastern corner of the site. Existing vegetation includes approximately 33 trees and ornamental landscaping around the perimeters of the site and buildings. The remainder of the site consists of a surface parking lot serving the hotel and restaurants.

To the east of the project site, across Old Mammoth Road, is the Sierra Manor condominium project (zoning designation of Old Mammoth Road [OMR]). To the south, across Sierra Nevada Road, is the Sierra Park Villas condominiums (zoning designation of Residential Multi-Family [RMF-2]). Across Laurel Mountain Road to the west is the Laurel Mountain Professional Center, L'Abri residential condos, an unnamed apartment building, and the Sierra Park Apartments (zoning designation of OMR). To the north of the site, are the Krystal Villa East condominiums (zoning designation of OMR) and the Mammoth Mall (zoning designation of Downtown [D]), which houses business offices and retail establishments.

## 1.2 PREVIOUS ENVIRONMENTAL DOCUMENTS

**Clearwater Specific Plan and EIR**

The Clearwater Specific Plan was adopted by the Town on January 21, 2009, for the development of a new, pedestrian oriented, mixed-use resort destination development located in the North Old Mammoth Road District of the town. The Town, as the Lead Agency under the CEQA, determined that an EIR was required for the Specific Plan prior to adoption. The EIR was prepared in conformance with CEQA (California Public Resources Code [PRC] Section 21000 et seq.); CEQA Guidelines (California Code of Regulations [CCR], Title 14, Section 15000 et seq.); and the rules, regulations, and procedures for implementation of CEQA, as adopted by the Town. The purpose of the EIR was to review the existing conditions, analyze potential environmental impacts, and identify feasible mitigation measures to reduce potentially significant effects of the Specific Plan.

The Draft Environmental Impact Report (Draft EIR) for the Specific Plan was distributed to responsible and trustee agencies, interested groups, and organizations. The Draft EIR (SCH# 2006062154) was made available for public review and comment for a period of 45 days. The public review period for the Draft EIR established by the CEQA Guidelines commenced on December 15, 2006 and ended January 29, 2007. A public scoping meeting for the Draft EIR was held on January 24, 2007, at the Town Council Chambers, in order to gather information on concerns and issues that the general public may have regarding the Specific Plan and Draft EIR.

The Draft EIR focused primarily on changes in the environment that would result from the Specific Plan. The Draft EIR identified potential impacts that would result from the construction and operation of the Specific Plan and provided measures to mitigate potential significant impacts. Those impacts that cannot be mitigated to less than significant levels were also identified.

After publication of the Draft EIR, the project Applicant submitted minor modifications to the project, which were reflected in the Final EIR for the Specific Plan (Specific Plan Final EIR). The project modifications proposed considered a 308-unit (480 room) condominium hotel with 18,000 square feet of retail and restaurant commercial uses and 11,900 square feet of recreation uses and ranged

in height from 35-65 feet. The condominium hotel also included 32 dwelling units for workforce housing and 8,000 square feet for conference space; refer to Exhibit 1-3, *Approved 2008 EIR CUP*.

Specific Plan Final EIR Section 2.0, *Revisions to Information Presented in the Draft EIR*, documented these project changes prior to certification of the Specific Plan Final EIR. Per this analysis, these revisions did not change the conclusions presented in the December 2006 Draft EIR. The revised Specific Plan Final EIR development scenario was determined to not create any new significant impacts or create the need for additional mitigation. On January 7, 2009, the Town Council adopted the *Final Clearwater Specific Plan* and certified the Specific Plan Final EIR.

**2009 Old Mammoth Place CUP and CEQA Conformance Review**

Following approval of the *Final Clearwater Specific Plan* and Specific Plan Final EIR, a CUP was approved by the Town on March 10, 2010 (2009 Old Mammoth Place CUP). The 2009 Old Mammoth Place CUP included a 332-unit (488 room) condominium hotel with 36,964 square feet of retail and restaurant commercial uses and 75,425 square feet of recreation uses. The condominium hotel also included 8 dwelling units for workforce housing and 9,582 square feet for conference space; refer to Exhibit 1-4, *Approved 2009 Old Mammoth Place CUP*, which illustrates the proposed development scenario under the 2009 Old Mammoth Place CUP. Prior to approval of the 2009 Old Mammoth Place CUP, the Town underwent a CEQA Conformance Review in February 2010, in order to verify if the proposed CUP was consistent with the analysis presented in the Specific Plan Final EIR, or if additional CEQA Clearance Documentation was necessary.

The 2009 Old Mammoth Place CUP proposed only minor differences compared to the project described in the Specific Plan Final EIR. Further, the proposed amendment to the Specific Plan included minor administrative changes to clarify definitions presented in the Specific Plan. As such, the CEQA Conformance Review determined that the 2009 Old Mammoth Place CUP would result in similar impacts to land use and relevant planning, aesthetics/light and glare, traffic and circulation, air quality, noise, utilities service systems, as well as long-term implications. Mitigation measures recommended within the CEQA Conformance Review are the same as those presented in the Final EIR. Based on the findings presented in the CEQA Conformance Review, it was concluded that the 2009 Old Mammoth Place CUP project would not result in substantial changes compared to the development scenario analyzed in the Specific Plan Final EIR.

**2016 Old Mammoth Place CUP Amendment and Addendum to the Clearwater Specific Plan**

In 2016, the Applicant requested approval of modifications to the approved CUP (2016 Old Mammoth Place CUP Amendment), which required discretionary action by the Town; Exhibit 1-5, *Approved 2016 Old Mammoth Place CUP Amendment*. Discretionary action included approval of a CEQA addendum to the Specific Plan Final EIR to confirm if the proposed modifications were consistent with what was analyzed as part of the EIR. Proposed changes included amendments to the Specific Plan to increase the allowed building heights and removal of on-site workforce housing. The 2016 Old Mammoth Place CUP Amendment and CEQA Addendum were approved in 2016.




Source: The Landau Partnership; June 20, 2008.

NOT TO SCALE

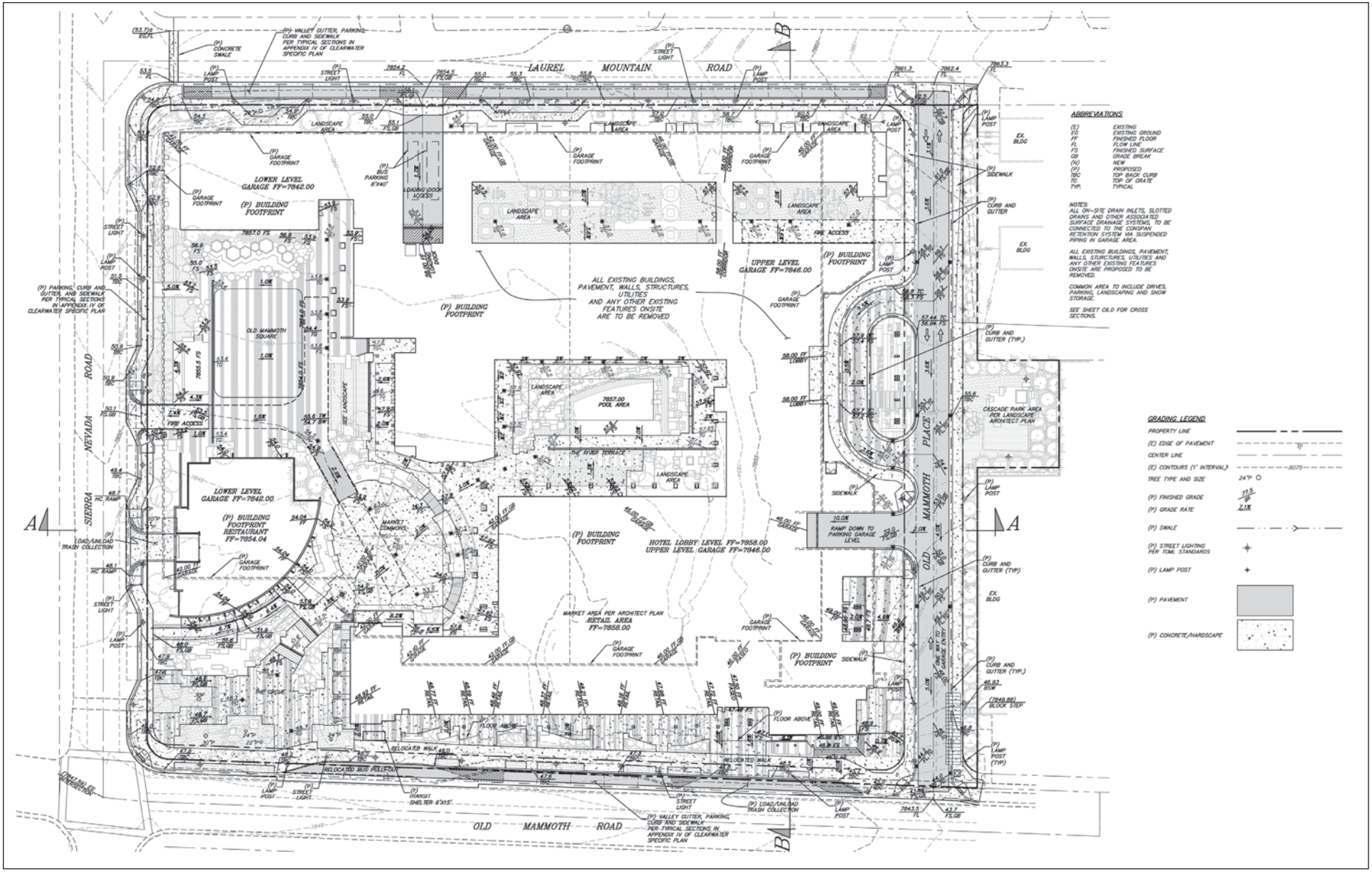
Michael Baker INTERNATIONAL

09/2021 JN186150

SIERRA NEVADA RESORT AMENDMENT
2021 ADDENDUM TO THE CLEARWATER SPECIFIC PLAN
ENVIRONMENTAL IMPACT REPORT

# Approved 2008 EIR CUP

**Exhibit 1-3**




Source: Triad/Holmes Associates, February 2, 2010.

NOT TO SCALE

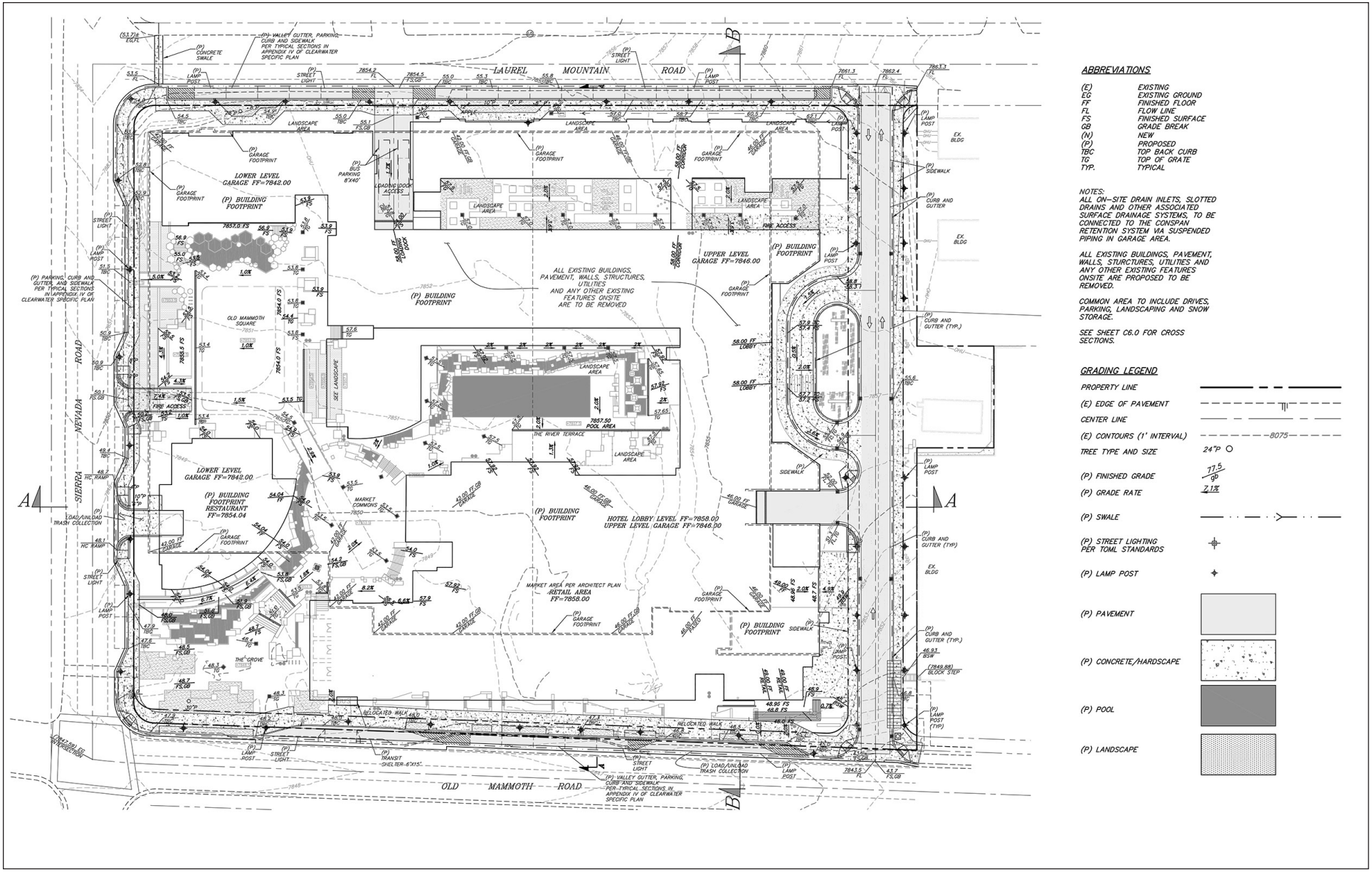
Michael Baker INTERNATIONAL

10/2021 JN186150

SIERRA NEVADA RESORT AMENDMENT
2021 ADDENDUM TO THE CLEARWATER SPECIFIC PLAN
ENVIRONMENTAL IMPACT REPORT

# Approved 2009 Old Mammoth Place CUP

**Exhibit 1-4**




Source: Triad/Holmes Associates, February 2, 2010.

NOT TO SCALE

Michael Baker INTERNATIONAL

10/2021 JN186150

SIERRA NEVADA RESORT AMENDMENT
2021 ADDENDUM TO THE CLEARWATER SPECIFIC PLAN
ENVIRONMENTAL IMPACT REPORT

# Approved 2016 Old Mammoth Place CUP Amendment

**Exhibit 1-5**

Since that time, development of the project site, as anticipated in the Specific Plan and the 2016 Old Mammoth Place CUP Amendment, has not occurred. At this time, the Applicant is requesting appropriate entitlements to allow for an interim development to be constructed at the project site, while preserving the existing Specific Plan allowances for the potential future development per the approved 2016 Old Mammoth Place CUP Amendment (the proposed Sierra Nevada Resort Amendment, or project). The Town has determined that an addendum to the Specific Plan Final EIR is required to allow for development of the Sierra Nevada Resort Amendment.

For the purpose of the analysis presented in this 2021 Addendum to the Clearwater Specific Plan, the proposed project modifications are compared to the 2016 Old Mammoth Place CUP Amendment development scenario.

# 2.0 DESCRIPTION OF PROJECT MODIFICATIONS

## 2.1 ADDENDUM'S PURPOSE AND NEED

When an EIR has been certified or a negative declaration adopted for a project, no subsequent or supplemental environmental review documentation shall be required unless one or more of the following events occurs:

1) Substantial changes are proposed in the project, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2) Substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

    A. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

    B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

    C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

    D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant

effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

When none of the above events has occurred, yet minor technical changes or additions to the previously adopted EIR or negative declaration are necessary, an addendum may be prepared (State CEQA Guidelines Section 15164[b]).

As discussed below, none of the conditions described in State CEQA Guidelines Section 15162 calling for preparation of subsequent environmental review has occurred. This Addendum supports the conclusion that the proposed project modifications are minor technical changes that do not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In addition, as discussed below, the proposed project modifications would not result in any new or substantially increased significant environmental impacts, new mitigation measures, or new alternatives that would substantially reduce significant impacts. As a result, an addendum is an appropriate CEQA document for analysis and consideration of the proposed project modifications.

Circulation of an addendum for public review is not necessary (State CEQA Guidelines Section 15164, subdivision (c)); however, the addendum must be considered in conjunction with the adopted Specific Plan Final EIR and 2016 Addendum by the decision-making body (State CEQA Guidelines Section 15164, subdivision (d)).

## 2.2 LOCATION OF PROJECT MODIFICATIONS

The proposed project modifications would apply to the same 6.1-acre project site identified and described in the Specific Plan Final EIR and 2016 Addendum. The project site is comprised of three parcels located at 164, 202, and 248 Old Mammoth Road, at the northwest corner of Old Mammoth Road and Sierra Nevada Road, in Mammoth Lakes, California.

## 2.3 COMPONENTS OF PROJECT MODIFICATIONS

The Applicant proposes to amend the Specific Plan in order to allow for the interim development (Amended Phase One) of 30 hotel cabins in the southern portion of the project site. Other improvements would include upgrades to the interior and exterior areas of the existing Sierra Nevada Resort and Spa and Rafters Restaurant and Lounge.

The new interim development scenario would include the following components:

- Demolition of the existing restaurant building at the southeast corner of the site and the construction of up to 30 new hotel lodging cabins, to be rented out by the existing hotel. The cabins would be “tiny home-style” cabins, up to 35 feet in height, situated in the central and southern portions of the project site. Specifically, single cabins would be up to 25 feet in height, and duplex, triplex, and four-plex cabins would be up to 35 feet in height.

- Interior and exterior hotel amenity improvements would be constructed. Interior improvements would be made to the existing on-site Sierra Nevada Resort and Spa and Rafters Restaurant and Lounge. Exterior improvements would include a public open space/event area at the southeast corner of the site, relocation of the existing pool to the central portion of the project site, upgrades to amenity areas (including expanded outdoor seating and lawn game areas). Outdoor amenities may include casual gathering spaces

with fixed and/or flexible seating, a terraced lawn, hammocks, firepits, gazebo, volleyball court, cornhole, bocce ball, private pool, and spa amenities, etc. Exterior improvements would also include the creation of a public food garden corridor (dining area) along Old Mammoth Road, which could accommodate one or more food trucks on-site.

- The proposed modifications would eliminate the southernmost driveway along Old Mammoth Road; and relocate the existing driveway along Sierra Nevada Road from its current location to the center of the site. Additionally, it is acknowledged that proposed sidewalk improvements along Laurel Mountain Road allowed per the existing Specific Plan would be required to be constructed as part of this Amended Phase One.

Proposed landscaping would include the preservation of existing trees wherever possible, as well as the planting of new canopy, evergreen, and flowering trees throughout the site. Understory planting would include a mix of native grasses, perennials, and shrubs that would complement the native ecology of the region.

- Create a new public park and, potentially, an events pavilion at the corner of Old Mammoth Road and Sierra Nevada Road to accommodate community festivals and events; and

- The project would also restripe the existing 225-space surface parking lot to accommodate 182 parking spaces total.

- Appropriate utility connections would be installed, connecting the new cabins to water, sewer, electrical, gas, and telecommunications.

It is acknowledged that this analysis assumes that the Amended Phase One development and associated utilities would be demolished prior to developing the full development scenario outlined as part of the 2016 Old Mammoth Place CUP Amendment.

# 3.0 ENVIRONMENTAL ASSESSMENT

As discussed in Section 1.2, *Previous Environmental Documents*, for the purposes of this analysis, the proposed project modifications are compared to the certified Final EIR development scenario and/or the certified 2016 Old Mammoth Place CUP Amendment development scenario. Potential environmental impacts resulting from the proposed project, as compared to the development scenario presented in the certified Final EIR and Addendum for the Specific Plan, are presented below for each environmental topic area considered in the certified Final EIR. Implementation of the proposed project would not require any new mitigation measures compared to those recommended in the Final EIR and/or Addendum. Mitigation measures recommended within this analysis are the same as those presented in the Final EIR and only include those applicable to the proposed project modifications.

## 3.1 LAND USE

The Final EIR determined that potential impacts to land use and relevant planning would be significant and unavoidable due to conflict with policies in the *1987 Town of Mammoth Lakes General Plan* related to the obstruction of existing views and exceedance of maximum site coverage. The 2016 Addendum concluded that the requested modifications to the project would not result in substantial changes compared to the development scenario analyzed in the Final EIR.

The project site is designated Clearwater Specific Plan (CSP) under the *Town of Mammoth Lakes General Plan* (General Plan) and zoned Clearwater Specific Plan under the Town's Zoning Map. The revised project proposes an interim development of 30 hotel cabins in the southern portion of the project site and several other site improvements and amenities (Amended Phase One). This analysis assumes that all development associated with Amended Phase One would be demolished prior to developing the full development scenario outlined in the 2016 Old Mammoth Place CUP Amendment. As such, the revised project would require a Specific Plan Amendment to allow the proposed Amended Phase One.

The proposed Specific Plan Amendment includes development standards specific to the Amended Phase One development scenario. As such, Amended Phase One would be required to comply with the proposed standards, including land use type (i.e., hotel cabins), building height, restaurant and event space square footage, minimum setbacks, minimum building separation distance, parking space requirements, minimum snow storage area, and minimum open space/landscaping. Although Amended Phase One would allow for an interim development not previously analyzed in the Final EIR or 2016 Addendum, the revised project would be consistent with the Town's vision and goals for the project site as detailed in the Specific Plan. Specifically, the Amended Phase One would contribute towards creating a pedestrian-oriented mixed-use corridor along Old Mammoth Road, providing a blend of hotel, restaurant/event space, and a venue for a variety of community activities and events (i.e., the proposed public park, food and beverage garden, and food truck venue). The 30 additional hotel cabins would provide places to stay for Town visitors and the site improvements and amenities would revitalize the site's existing character and enhance the Town's overall character as a destination resort community. The Specific Plan would also be amended in various sections to allow the Amended Phase One development scenario. Thus, upon adoption by the Town, the project would be consistent with the Specific Plan, as amended.

Overall, the revised project would not result in any additional land use impacts that were not previously considered and addressed in the Final EIR and 2016 Addendum.

**Mitigation Program**

No mitigation measures were found to be feasible in the Final EIR or 2016 Addendum for this topic area, and no new measures are feasible.

## 3.2 AESTHETICS/LIGHT AND GLARE

The certified Final EIR determined that despite the implementation of recommended mitigation measures, the previously analyzed project would result in significant and unavoidable construction impacts as the surrounding residential areas would be exposed to the visually related impacts of construction activities. Additionally, long-term visual/aesthetic impacts due to increased building heights, removed mature vegetation, increased hardscape features, and view obstruction would remain significant and unavoidable following implementation of recommended mitigation measures. Further, the 2016 Addendum concluded that the 2016 Old Mammoth Place CUP Amendment would be similar to those identified in the Final EIR. Similar to the Final EIR, shade/shadow impacts would remain significant and unavoidable. Construction of the project would involve demolition, site preparation, construction, and phasing similar to what was identified in the Final EIR. Thus, short-term construction impacts would not be increased, compared to that analyzed in the Final EIR. The Final EIR Mitigation Measures AES-1 through AES-15 would still be applicable to the 2016 Old Mammoth Place CUP Amendment.

Development of the Amended Phase One would include demolition of the existing restaurant located at the southeast corner of the site and the construction of 30 hotel cabins. The cabins would be "tiny home-style" cabins, up to 35 feet in height, situated in the central and southern portions of the project site. Specifically, single cabins would be up to 25 feet in height, and duplex, triplex, and four-plex cabins would be up to 35 feet in height. Interior and exterior improvements to hotel amenities are also proposed for the existing Sierra Nevada Resort and Spa and Rafters Restaurant and Lounge. Additionally, construction of an outdoor food garden (dining area) along Old Mammoth Road is proposed, which could accommodate one or more food trucks on-site. The Amended Phase One would create a new public park and, potentially, an events pavilion at the corner of Old Mammoth Road and Sierra Nevada Road to accommodate community festivals and events as well.

The Amended Phase One would appear similar in character to the existing on-site hotel and surrounding community. Proposed cabins would range from 25 to 35 feet in height, similar to existing structures in the area. The 2016 CUP Amendment considered on-site building heights ranging from 35 to 65 feet in height. As such, the Amended Phase One development (up to 35 feet in height) would not result in increased resultant view blockage to the surrounding mountains and hillsides, compared to that analyzed in the certified Final EIR and 2016 Addendum. Resultant shadow patterns would be similar in character to the existing surrounding community. Construction of the project would involve demolition, site preparation, and construction similar to the extent of what was identified in the certified Final EIR and 2016 Addendum. The Amended Phase One development would also include interior and exterior lighting for security, parking, signage, landscaping, street lighting, and interior lighting of the proposed structures, although to a lesser extent than the full development considered as part of the Specific Plan. Implementation of the Final EIR certified Mitigation Measures AES-13 and AES-14 (as amended in the 2016 Addendum) would still be required in order to reduce light and glare impacts. As such, the intensity of operational lighting impacts would be reduced compared to that analyzed in the certified Final EIR and 2016 Addendum.

Overall, the proposed project would result in fewer aesthetic/light and glare impacts, compared to that considered in the certified Final EIR and 2016 Addendum. Notwithstanding, the Amended Phase One would still be required to comply with the certified Mitigation Measures AES-1 through AES-14. With implementation of certified mitigation, the Amended Phase One would not result in any new or potentially adverse aesthetics/light and glare impacts not previously considered and addressed.

**Mitigation Program**

The Final EIR Mitigation Program, as amended by the 2016 Addendum, includes measures to reduce significant and unavoidable impacts associated with the previously approved project to the extent feasible. The following measures from the certified Final EIR and 2016 Addendum would also be applicable to the proposed project. Any modifications to the original measures are shown in strikethrough for deleted text and new, inserted text is underlined.

*Applicable Mitigation Measures*

AES-1 Construction equipment staging areas shall use appropriate screening (i.e., temporary fencing with opaque material) to buffer views of construction equipment and material, when feasible. Staging locations shall be indicated on Final Development Plans and Grading Plans. *Old Mammoth Place Addendum, 2016.*

AES-2 A grading plan shall be submitted concurrently with the development plans and shall be approved through the design review process by the Planning & Economic Development Commission. All grading and earthwork activities must be conducted in accordance with an approved construction grading plan and grading permit issued by the Mammoth Lakes Public Works Department. All grading plans must meet Lahontan Regional Water Quality Control Board standards for interim and permanent erosion control measures. *Old Mammoth Place Addendum, 2016.*

AES-3 The applicant shall prepare and submit a construction hauling plan to be reviewed and approved by the Community & Economic Development Department prior to issuance of grading permit. The plan shall ensure that construction haul routes do not affect sensitive uses in the project vicinity.

AES-4 All construction-related lighting shall be located and aimed away from adjacent residential areas and consist of the minimal wattage necessary to provide safety at the construction site. A construction safety lighting plan shall be submitted to the Community & Economic Development Department for review concurrent with grading permit application. *Old Mammoth Place Addendum, 2016.*

AES-5 The overall color scheme shall be determined by the Town's Design Guidelines and Town of Mammoth Lakes Advisory Design Panel, subject to approval by the ~~Town of Mammoth Lakes~~ Planning & Economic Development Commission. The color of exterior materials, whether applied or innate, shall reflect the appearance of the natural surroundings and not seem synthetic or man-made. Accent colors shall integrate with the overall color scheme and form of the building. *Old Mammoth Place Addendum, 2016.*

AES-6 All signs shall be in accordance with the general provisions, prohibitions, exemptions, and special purposes delineated in Chapter ~~17.40~~17.48 of the Town's Municipal Code, the Clearwater Specific Plan, and the Clearwater Landscape Design Guidelines as established and adopted hereafter by the ~~Town~~ Planning & Economic Development Commission. *Old Mammoth Place Addendum, 2016.*

AES-7 Landscape design shall be consistent with ~~TOML~~ Municipal Code Chapter ~~17.20.040~~17.40, California Model Water Efficiency Landscape Ordinance (CA MWELO), property development standards, and the Clearwater Specific Plan Landscape Design Guidelines. The landscape shall enhance the character of the on-site development and shall be compatible with, and complementary to, the natural environment in Mammoth Lakes and the surrounding region. *Old Mammoth Place Addendum, 2016.*

AES-8 Flat roofs shall be designed to carry snow accumulations of a minimum of 161 pounds per square feet, and have a minimum slope of 3/12 for adequate drainage. A roof pitch of less than 3/12 is subject to the approval of the Building Official. Roofs shall be designed to not shed ice and snow onto adjacent properties, walkways, plaza, driveways, and decks. *Old Mammoth Place Addendum, 2016 [modified for clarification].*

AES-9 Roof appurtenances shall be integral parts of the architecture of the structure. Non-functional roof ornamentation shall be avoided. Mechanical, electrical and roof access equipment, vents, and antennas shall be integrated into the roof design to avoid visual

impact on other properties. Skylights, solar collectors and clerestories shall be designed as masses at angles relating to the primary roof, and building architecture, not applied forms. Exposed chimney flues shall not be permitted. *Old Mammoth Place Addendum, 2016.*

AES-10 All appurtenances (i.e., meters and electrical equipment, etc.) shall be integrated into the project design to avoid visual impact from pedestrians and other properties. These appurtenances shall be screened or placed in areas that are not highly visible, where possible. *Old Mammoth Place Addendum, 2016.*

AES-11 Fencing and outdoor enclosures shall be compatible in material, color, and design to adjacent structures, and the neighborhood and regional character. Fences and enclosures shall be designed to withstand heavy snowfall conditions and snow removal operations. Fences, walls, and enclosures shall be no higher than necessary to perform the intended function. Landscape features, fences, and walls in dedicated snow slope areas shall be designed to accommodate snow storage and removal activities. *Old Mammoth Place Addendum, 2016.*

AES-12 All outdoor furnishings shall complement adjacent building character and scale, and shall be appropriate to the project theme, allow for snow removal operations, and accessibility requirements. ~~The tree~~Tree grates shall be used in areas of high pedestrian activity and traffic. They shall be constructed of cast iron, metal, or concrete. *Old Mammoth Place Addendum, 2016.*

AES-13 The applicant shall prepare and submit an outdoor lighting plan pursuant to the Town's Lighting Ordinance (~~Chapter~~ Section 17.34.~~060~~030, Exterior Lighting~~Outdoor Lighting Plans~~, of the Municipal Code) to the Community & Economic Development Director that includes a footcandle map illustrating the amount of light from the project site at adjacent light sensitive receptors. *Old Mammoth Place Addendum, 2016.*

AES-14 Landscape lighting should be designed as an integral part of the project. Lighting levels shall respond to the type, intensity, and location of use. Safety and security for pedestrians and vehicular movements must be anticipated. Lighting fixture locations shall not interfere or impair snow storage or snow removal operations. Light fixtures shall have cut-off shields to prevent light spill and glare into adjacent areas. *Old Mammoth Place Addendum, 2016.*

## 3.3 TRAFFIC AND CIRCULATION

The certified Final EIR determined that after implementation of recommended mitigation measures, the previously analyzed project would result in less than significant impacts with the implementation of the recommended mitigation measures. Further, the 2016 Addendum found that the Old Mammoth Place CUP Amendment would not result in any new, different, or potentially adverse traffic and circulation impacts not previously considered and addressed.

The Amended Phase One would result in the construction of 30 new hotel cabins and the removal of one on-site restaurant building (Jimmy's Taverna and Red Lantern in the southeast corner). This change in land uses would result in a net decrease in daily trips (approximately 487 fewer daily trips) compared to existing condition. As such, the Amended Phase One would result in fewer traffic impacts, compared to that analyzed for full buildout of the Specific Plan; refer to Appendix A, *VMT Assessment*.

*Transportation Policy Consistency Analysis*

The certified Final EIR acknowledged that the Town intends to make improvements of its existing pedestrian facility systems by increasing the connectivity and safety of existing bikeway, trail, and sidewalk networks per the Sidewalk Master Plan. Additionally, the Town of Mammoth Lakes Trail System Master Plan (MLTSMP) provides non-motorized facilities as alternate forms of transportation, including pedestrians, bicyclist, and cross country skiers. The Amended Phase One would initiate construction of a pedestrian walkway along Laurel Mountain Road, which was considered as part of the full buildout of the Specific Plan, in order to increase the pedestrian connectivity to the project site and surrounding area. The new pedestrian walkway would result in a near-term improvement, which would align with Town's goals pursuant to the Sidewalk Master Plan and MLTSMP. As such, the addition of the new pedestrian walkway would not create any new impacts, not considered as part of the certified Final EIR, regarding pedestrian access.

Implementation of the proposed Amended Phase One would not result in any changes/modifications to the existing bicycle or transit system. Less than significant impacts would result in this regard.

*Design Safety Hazard Analysis*

The Amended Phase One would alter the existing project site access, compared to that considered in the certified Final EIR. Project modifications would eliminate one of the two existing vehicular access driveways along Old Mammoth Road (the southernmost driveway) and move the vehicular access driveway along Sierra Nevada Road (from its current easterly location) to the center of the site. This change in access driveways would not create a design hazard for vehicles or pedestrians and would alleviate ingress/egress to the reconfigured hotel facility. Less than significant impacts would result in this regard.

*Vehicle Miles Traveled (VMT) Screening Analysis*

The certified Final EIR established 106,600 VMT as the threshold for projects within the Town. The 2016 Addendum determined that long-term operational impacts regarding VMT would result in approximately 6,270 daily trips and would be consistent with anticipated growth in the area. As such, the previously analyzed project would not exceed the Town's VMT limits.

The certified Final EIR and 2016 Addendum did not specifically address VMT (pursuant to Senate Bill [SB] 743), as it was not required in the CEQA Guidelines at the time of certification. As such, a VMT Assessment for the Amended Phase One was prepared to analyze potentially significant transportation impacts based on VMT. The purpose of the VMT Assessment is to determine if the Amended Phase One meets the Town's recently adopted *SB743 Implementation Guidelines* (Implementation Guidelines) screening thresholds for land use projects.

The VMT Assessment (provided as Appendix A, *VMT Assessment*) found that the Amended Phase One would meet two of the Town's Screening Criteria for land use projects (Map-Based Screening and Redevelopment Projects). According to these Screening Criteria, the development projects would have less than significant VMT impacts if: 1) a project is located within an area of development allowed by the screening map and would result in an average VMT below the allowed county average maximum value; or 2) would reduce daily VMT compared to existing conditions.

The proposed Amended Phase One is anticipated to result in a net decrease of 8,979 vehicle miles travelled (VMT) per day, based on the project's total VMT of 2,797 and the existing restaurant's total VMT of 11,776 (proposed to be removed). The proposed Amended Phase One would also be located within an area of development allowed by the Town's screening map. As the project site is situated in an area of allowed development and would have net decrease in VMT (which would be below the allowed county average maximum value), the project meets the Town's Map-Based Screening criteria. Additionally, the proposed Amended Phase One would reduce daily VMT compared to existing conditions, meeting the Town's Redevelopment Projects criteria as well.

As such, the Amended Phase One would be exempt from further VMT assessment and would result in a less than significant impact with regard to VMT. The Amended Phase One would not conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b). Less than significant impacts would result in this regard.

*Conclusion*

The Amended Phase One would result in substantially less development intensity than that considered for full buildout of the Specific Plan. This interim development would result in fewer daily trips, compared to the existing condition and buildout of the Specific Plan. As such, the certified Mitigation Measures would not apply to the Amended Phase One and impacts pertaining to transportation would be less than significant. The Amended Phase One would not result in any new or potentially adverse traffic and circulation impacts not previously considered and addressed.

**Mitigation Program**

The Final EIR Mitigation Program, as amended by the 2016 Addendum, includes measures to avoid potential adverse impacts associated with the previously approved project to maintain less than significant levels. However, the certified Mitigation Measures would not apply to the Amended Phase One.

## 3.4 AIR QUALITY

Air Quality

The certified Final EIR determined upon implementation of recommended mitigation measures, development of the Specific Plan would not result in significant air quality impacts during project construction and operation in regard to project consistency with the *Town of Mammoth Lakes Air Quality Management Plan* (AQMP) or result in significant cumulative air quality impacts along with implementation of other development in the project area. Further, the 2016 Addendum concluded that the air quality impacts resulting from the 2016 Old Mammoth Place CUP Amendment would be similar to those identified for the Specific Plan in the certified Final EIR.

For the proposed Amended Phase One, long-term operational impacts would be consistent with the anticipated growth within the project area, given this use is consistent with the existing land use conditions. The Amended Phase One is anticipated to generate approximately 152 daily trips, which is substantially lower than the number of trips forecast for buildout of the Specific Plan. Further, the proposed Amended Phase One is anticipated to result in a net decrease of 8,979 VMT per day, based on the project's total VMT of 2,797 and the existing restaurant's total VMT of 11,776 (proposed to be removed). Consequently, operational air quality impacts related to

vehicle mileage would be substantially less than what was anticipated for buildout of the Specific Plan. In conclusion, the Amended Phase One would result in substantially fewer operational air quality emissions than those considered for full buildout of the Specific Plan.

During project construction, the Amended Phase One would involve demolition of an existing restaurant at the southeast corner of the site, site preparation, and construction of 30 new cabins. The Amended Phase One would involve operating the new lodging cabins, available for rental through the existing on-site hotel facility. It is acknowledged that both project construction and operation would be significantly smaller in magnitude than what was assumed for full buildout of the Specific Plan. As a result, temporary construction-related air quality impacts resulting from the Amended Phase One would be substantially lower than those identified in the certified Final EIR and 2016 Addendum. Further, the certified Mitigation Measures AQ-1 through AQ-5 would still apply to the Amended Phase One. With implementation of certified mitigation, the Amended Phase One would not result in any new or potentially adverse air quality impacts not previously considered and addressed.

Greenhouse Gas Emissions

The Final EIR for the Specific Plan was certified in 2009, and the 2016 Old Mammoth Place CUP Amendment and associated Addendum were approved in 2016. The 2016 Addendum was prepared to confirm if the proposed modifications were consistent with what was analyzed as part of the certified Final EIR. Section 3.4, *Air Quality*, of the 2016 Addendum concluded that the certified Final EIR already contained mitigation measures to address sources of greenhouse gas (GHG) emissions; certified Mitigation Measures AQ-1 through AQ-5. In addition, the 2016 Old Mammoth Place CUP Amendment was conditioned to achieve a Leadership in Energy and Environmental Design (LEED) Silver or equivalent certification as well as incorporate numerous water and energy efficiency programs during project construction and operation. As such, the 2016 Addendum concluded that GHG emissions resulting from the 2016 Old Mammoth Place CUP Amendment would be reduced with the mitigation measures from the certified Final EIR and the LEED Silver (or equivalent) certification requirements, and there is no evidence that further mitigation is necessary to further demonstrate compliance with the State mandated GHG reduction targets.

During project construction, the proposed Amended Phase One would involve demolition of an existing restaurant at the southeast corner of the site, site preparation, and construction of 30 new cabins. These new lodging cabins would be available for rental through the existing on-site hotel facility. It is acknowledged that both project construction and operation would be significantly smaller in magnitude than that considered for full buildout of the Specific Plan.

Based on the magnitude of the proposed Amended Phase One (as compared to full buildout of the Specific Plan) and implementation of the certified mitigation measures that address sources of GHG emissions, GHG emissions associated with development of the Amended Phase One would be minimized and no further mitigation would be necessary to further demonstrate compliance with State mandated GHG reduction targets. With implementation of certified mitigation, the Amended Phase One would not result in any new or potentially adverse GHG emissions impacts not previously considered and addressed.

**Mitigation Program**

The Final EIR Mitigation Monitoring and Reporting Program includes measures to reduce potential impacts associated with the previously approved project to less than significant levels.

Subsequently, the 2016 Addendum provided minor, editorial modifications to application measures for the 2016 Old Mammoth Place CUP Amendment. The following measures from the certified Final EIR and/or the 2016 Addendum would be applicable to the proposed Amended Phase One. Any modifications to the original measures are shown in strikethrough for deleted text and underlined for new, inserted text.

*Applicable Mitigation Measures*

AQ-1 Prior to approval of the project plans and specifications, the Public Works Director, or his designee, shall confirm that the plans and specifications stipulate that, in compliance with ~~GBUPACD~~ Great Basin Unified Air Pollution Control District (GBUAPCD) Rule 401, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventive measures, as specified in the ~~GBUPACD~~ GBUAPCD Rules and Regulations. In addition, ~~GBUPACD~~ GBUAPCD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures would reduce short-term fugitive dust impacts on nearby sensitive receptors:

- All active portions of the construction site shall be watered to prevent excessive amounts of dust;
- On-site vehicles' speed shall be limited to 15 miles per hour (mph);
- All on-site roads shall be paved as soon as feasible or watered periodically or chemically stabilized;
- All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust; watering, with complete coverage, shall occur at least twice daily, preferably in the late morning and after work is done for the day;
- If dust is visibly generated that travels beyond the site boundaries, clearing, grading, earth moving or excavation activities that are generating dust shall cease during periods of high winds (i.e., greater than 25 mph averaged over one hour) or during Stage 1 or Stage 2 episodes; and
- All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.

*Old Mammoth Place Addendum, 2016.*

AQ-2 Under GBUAPCD Rule 200-A and 200B, the project applicant shall apply for a Permit to Construct prior to construction, which provides an orderly procedure for the review of new and modified sources of air pollution. *Old Mammoth Place Addendum, 2016.*

AQ-3 Under GBUAPCD Rule 216-A (New Source Review Requirement for Determining Impact on Air Quality Secondary Sources), the project applicant shall complete the necessary permitting approvals prior to commencement of construction activities. *Old Mammoth Place Addendum, 2016.*

AQ-4 Prior to demolition activities, the applicant shall demonstrate to the GBUAPCD that the project is consistent with the Toxic Substance Control Act (TSCA), (15 U.S.C. Section 2601 et. seq.) Title 2 - Asbestos Hazard Emergency Response for handling asbestos. *Old Mammoth Place Addendum, 2016.*

AQ-5 Prior to approval of building plans, the applicant shall provide confirmation, to the satisfaction of the ~~Town of Mammoth Lakes~~ Town's Community and Economic Development Department, that wood fired stoves or appliances would not be used on-site. *Old Mammoth Place Addendum, 2016.*

## 3.5 NOISE

The certified Final EIR determined that after implementation of recommended mitigation measures, development of the Specific Plan would result in significant and unavoidable construction noise and cumulative construction noise impacts. The certified Final EIR concluded that implementation of Mitigation Measures N-1 through N-3 would significantly reduce noise impacts during project construction and operation. Despite implementation of the abovementioned mitigation measures, construction-related noise impacts and cumulative construction noise impacts were determined to remain significant and unavoidable due to the proximity of sensitive receptors to the project site. As such, a Statement of Overriding Considerations was adopted by the Town Council when the Final EIR was certified. Subsequently, the 2016 Addendum was prepared to confirm if the proposed modifications of the 2016 Old Mammoth Place CUP Amendment were consistent with what was analyzed as part of the certified Final EIR. Section 3.5, *Noise*, of the 2016 Addendum acknowledged that despite implementation of the Mitigation Measures N-1 through N-3, construction-related noise impacts and cumulative construction noise impacts resulting from the 2016 Old Mammoth Place CUP Amendment were determined to remain significant and unavoidable due to the proximity of sensitive receptors to the project site. As such, the 2016 Addendum concluded that construction-related noise impacts and cumulative construction noise impacts from the 2016 Old Mammoth Place CUP Amendment would remain significant and unavoidable.

The Amended Phase One would involve demolition of an existing restaurant at the southeast corner of the site, site preparation, and construction of 30 new cabins. It is acknowledged that both project construction and operation would be significantly less in magnitude than full development of the Specific Plan. Similar to the Specific Plan and the 2016 Old Mammoth Place CUP Amendment (which proposed outdoor recreation uses at the pedestrian plaza/outdoor recreation areas), the proposed Amended Phase One would include outdoor recreational uses (although to a lesser extent), including activities at the proposed public open space/event area at the southeast corner of the site, relocated pool, outdoor food garden (dining area) along Old Mammoth Road, and other amenity areas (including expanded outdoor seating and lawn game areas). Outdoor activities potentially generating excessive noise (i.e., music and performances) would be subject to a Use Permit, which would regulate the hours of performances and amplification of equipment.

Implementation of the certified Mitigation Measures N-1 through N-3 would significantly reduce noise impacts during construction and operation of the Amended Phase One. With implementation of certified mitigation, the proposed Amended Phase One would not result in any new, different, or potentially adverse construction-related noise impacts and cumulative construction noise impacts not previously considered and addressed.

**Mitigation Program**

The Final EIR Mitigation Program, as amended by the 2016 Addendum, includes measures to reduce significant and unavoidable impacts associated with the previously approved project to the extent feasible. The following measures from the certified Final EIR and 2016 Addendum would also be applicable to the proposed project. Any modifications to the original measures are shown in strikethrough for deleted text and new, inserted text is underlined.

*Applicable Mitigation Measures*

N-1 Prior to Grading Permit issuance, the project shall demonstrate, to the satisfaction of the ~~Town of Mammoth Lakes~~ Town's Community & Economic Development Department that the project complies with the following:

- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers;
- Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible;
- During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers;
- During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors;
- Operate earthmoving equipment on the construction site as far away from vibration sensitive sites as possible; and
- Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow for surrounding owners and residents to contact the job superintendent. If the Town or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party.

*Old Mammoth Place Addendum, 2016.*

N-2 The proposed project shall be required to adhere to ~~Chapter 8.80.090~~Section 8.16.090 (Prohibited Acts) of the *Municipal Code,* which prohibits loading activities between the hours of 10:00 p.m. and 7:00 a.m. *Old Mammoth Place Addendum, 2016.*

N-3 Mechanical equipment shall be placed as far as practicable from sensitive receptors. Additionally, the following shall be considered prior to HVAC installation: proper selection and sizing of equipment, installation of equipment with proper acoustical shielding, and incorporating the use of parapets into the building design. *Old Mammoth Place Addendum, 2016.*

# 3.6 UTILITIES AND SERVICE SYSTEMS

The certified Final EIR determined that development of the Specific Plan would create increased demand on utilities and service systems serving the project area; however, impacts would be less than significant. Further, the 2016 Addendum found that the Old Mammoth Place CUP Amendment would involve similar development and demand for public services and utilities to that identified in the certified Final EIR.

The proposed Amended Phase One would result in a substantially reduced development, compared to that considered for full development of the Specific Plan. The proposed project would construct 30 hotel cabins. Project modifications would increase demand for public services and utilities compared to existing conditions, but would be less than those considered for the previously analyzed project. The proposed Amended Phase One would increase utility demands as follows:

- Electrical amperage to the property would increase an additional 2055 amps per day.
- Propane delivery to the site would increase by 440 gallons per day.
- Water to the site would increase by 220 gallons per day
- Sewerage from the site would increase 320 gallons per day

The Amended Phase One proposes the installation of new on-site utility connections to serve the new cabins, including water, sewer, electrical, gas, and telecommunications. Electrical, gas (propane), water, and sewer utilities would all see an increase regarding on-site demand. Based on the certified Final EIR, there are no deficiencies in the water delivery system serving the project site. Additionally, the certified Final EIR concluded that there are sufficient existing facilities for water supply and wastewater treatment. Dry utilities would be available to serve the project site upon approval of all necessary permits from the Town and other agencies. As a result, the proposed Amended Phase One's demand for public services and utilities is anticipated to be substantially less than that identified in the certified Final EIR and 2016 Addendum. The proposed Amended Phase One would not result in any new, different or potentially adverse public services and utilities impacts not previously considered and addressed in the certified Final EIR and 2016 Addendum. Furthermore, the proposed project's utilities and service systems would only be temporary, as they would be demolished, and reconstructed appropriately to service construction of full buildout of the Specific Plan.

**Mitigation Program**

The Final EIR Mitigation Program, as amended by the 2016 Addendum, includes measures to reduce potential impacts associated with the previously approved project to less than significant levels. The following measures from the certified Final EIR and 2016 Addendum would also be applicable to the proposed project. Any modifications to the original measures are shown in strikethrough for deleted text and new, inserted text is underlined.

*Applicable Mitigation Measures*

USS-1 The Applicant shall provide lateral sewer lines to the ~~centerlines~~sewer main of the nearest adjacent roadways. The lateral sewer lines shall be constructed in accordance with Town and ~~MCWD~~ Mammoth Community Water District (MCWD) standards and

specifications, to the satisfaction of the Town of Mammoth Lakes. *Old Mammoth Place Addendum, 2016 [modified for clarification].*

## 3.7 ENERGY

The Final EIR for the Specific Plan was certified in 2009, and the 2016 Addendum for the 2016 Old Mammoth Place CUP Amendment was approved in 2016. Although not addressed in a standalone section in the EIR, energy considerations were analyzed in Section 6.1, *Irreversible Environmental Changes That Would Be Involved In The Proposed Action Should It Be Implemented*.

The implementation of project design features and mitigation measures related to energy efficiency have also typically been incorporated into a project's air quality and greenhouse gas analyses. As such, the certified Final EIR contained mitigation measures to address energy consumption, despite energy consumption reduction has not been specifically stated as reasoning for implementing these mitigation measures. These mitigation measures include mitigation of traffic and air quality impacts of the proposed development under the Specific Plan.

Both construction and operation of Amended Phase One would be substantially less in magnitude compared to full buildout of the Specific Plan. Based on the magnitude of the Amended Phase One and implementation of the certified mitigation measures that address energy consumption, the Amended Phase One would not result in any new or potentially adverse energy impacts not previously considered and addressed.

**Mitigation Program**

The Final EIR Mitigation Program, as amended by the 2016 Addendum, includes measures to reduce potential impacts associated with the previously approved project to less than significant levels. The following measures from the certified Final EIR and 2016 Addendum would also be applicable to the proposed project. Any modifications to the original measures are shown in strikethrough for deleted text and new, inserted text is underlined.

*Applicable Mitigation Measures*

Refer to Mitigation Measures AQ-1 through AQ-5 above.

## 3.8 WILDFIRE

The certified Final EIR determined that the Town and surrounding area have been rated as having a very high fire potential. Further, the certified Final EIR determined the previously analyzed project would be subject to review by the Mammoth Lakes Fire Protection District (MLFPD) to ensure fire regulations are met. MLFPD review would include ensuring adequate clearance of flammable vegetation around individual structures to prevent the spread of fire between wildlands and structures. As such, compliance with applicable provisions and fire codes pertaining to fire control would result in less than significant impacts.

According to the California Department of Forestry and Fire Protection *Mono County Fire Hazard Severity Zones in LRA Map*, the project site is not located within a State Responsibility Area (SRA)

nor is classified as a very high fire hazard severity zone.[1] However, it is acknowledged that the site is situated within a Low fire hazard severity zone. The proposed Amended Phase One would not result in an adverse effect which could impede emergency evacuation routes serving the Town. Further, project modifications would be subject to review by MLFPD to ensure the project complies with fire requirements and emergency vehicle access. The Amended Phase One would also be subject to payment fees that are currently imposed by the Town and used to fund the required fire suppression equipment. Wildfire impacts resulting from the Amended Phase One would be less than those identified in the certified Final EIR and 2016 Addendum. Compliance with fire requirements, emergency vehicle access, and payment of required fees would reduce potential impacts associated with the Amended Phase One to less than significant levels. As such, impacts regarding wildfire would be less than significant.

**Mitigation Program**

The certified Final EIR and 2016 Addendum determined that potential wildfire impacts associated with the previously approved project were less than significant. As such, no certified mitigation measures apply for wildfire impacts and impacts in this regard would be less than significant.

# 4.0 DETERMINATION/ADDENDUM CONCLUSION

As detailed in the analysis presented above, this Addendum supports the conclusion that the proposed addition of the Amended Phase One to the Specific Plan would not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. No new information has become available and no substantial changes to the circumstances (under which the project was being undertaken) since the certification of the Final EIR and the 2016 Addendum has occurred. There are no new measures required and no new alternatives available that would substantially reduce the environmental effects beyond those previously described in the certified Final EIR and the 2016 Addendum.

# 5.0 ADDENDUM PREPARATION SOURCES/REFERENCES

*California Environmental Quality Act,* 1970, as amended, Public Resources Code Sections 21000-21189.

California Department of Forestry and Fire Protection, *Mono County Fire Hazard Severity Zones in LRA Map*, https://osfm.fire.ca.gov/media/6724/fhszl06_1_map26.pdf, September 21, 2007, accessed on October 15, 2021.

Google Earth Maps, http://maps.google.com, accessed October 2021.

Michael Baker International, *Old Mammoth Place, Addendum to the Clearwater Specific Plan, Environmental Impact Report*, June 1, 2016.

RBF Consulting, *Final Clearwater Specific Plan Environmental Impact Report*, SCH No. 2006062154, adopted July 2008.

1 California Department of Forestry and Fire Protection, *Mono County Fire Hazard Severity Zones in LRA Map*, https://osfm.fire.ca.gov/media/6724/fhszl06_1_map26.pdf, September 21, 2007, accessed on October 15, 2021.

RBF Consulting, *Old Mammoth Place, California Environmental Quality Act Conformance Review*, February 2010.

Town of Mammoth Lakes, *Town of Mammoth Lakes Municipal Code.*

Town of Mammoth Lakes, *Town of Mammoth Lakes General Plan 2007*, dated May 2007.

Town of Mammoth Lakes, *General Plan Update Final Program Environmental Impact Report*, SCH No. 2003042155, dated May 2007.

Town of Mammoth Lakes, *The Clearwater Specific Plan*, revised April 21, 2010 (DZA 09-001 and DZA 10-002).

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# APPENDIX A
# VMT Assessment

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Michael Baker INTERNATIONAL

*We Make a Difference*

# TECHNICAL MEMORANDUM

**To:** Amy Callanan, Town of Mammoth Lakes

**From:** Robert Davis, Michael Baker International
Dawn Wilson, Michael Baker International

**CC:** Kristen Bogue, Michael Baker International

**Date:** October 20, 2021

**Subject:** Sierra Nevada Resort Amendment VMT Assessment

## *Introduction*

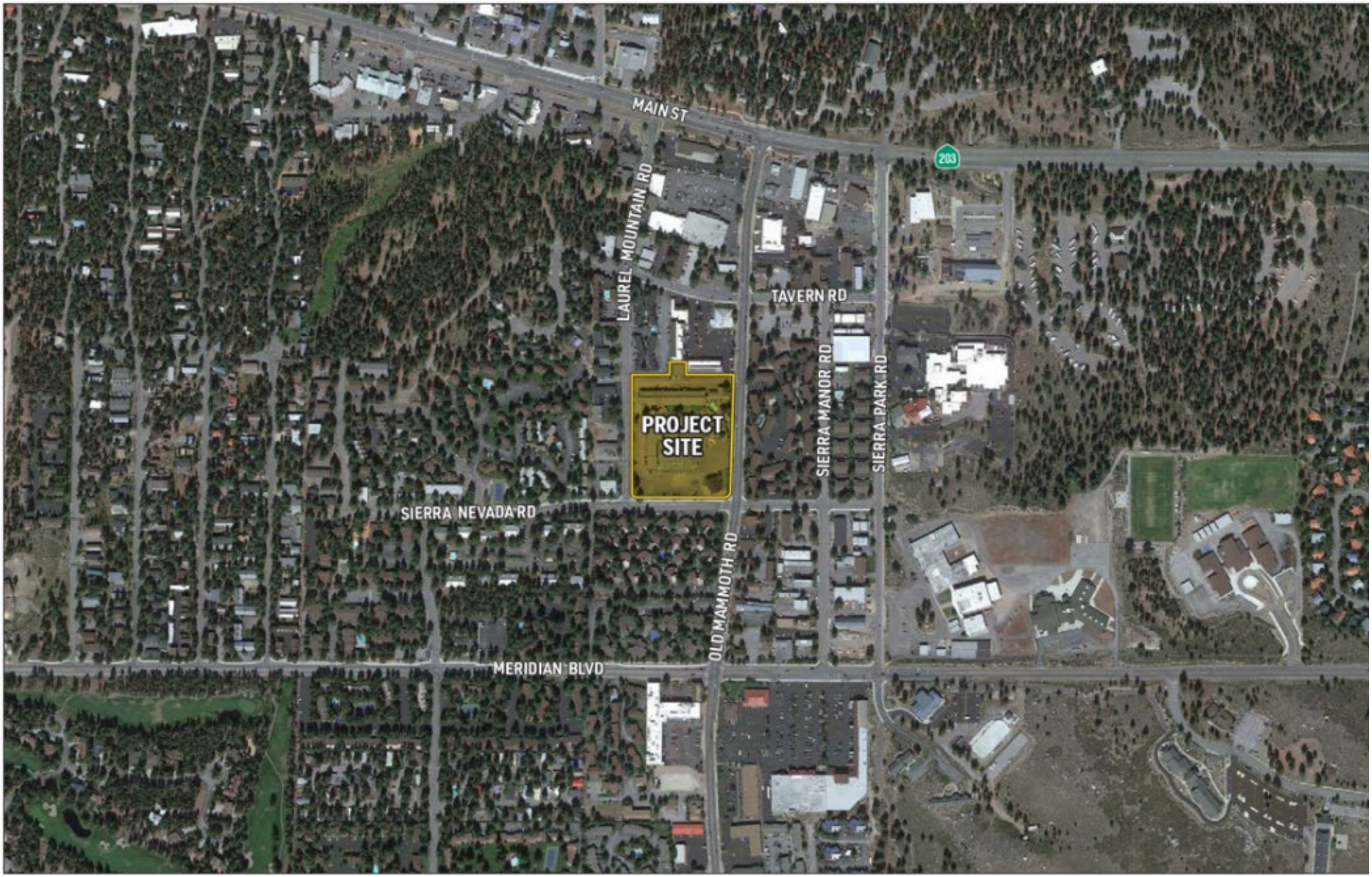
The purpose of this memorandum is to document the VMT assessment for the proposed Sierra Nevada Resort Amendment (Project) located in the Town of Mammoth Lakes, California. This memorandum has been prepared to support the Transportation component of the California Environmental Quality Act (CEQA) process. **Table 1** provides key project information. **Exhibit 1** shows the location of the project.

**Table 1: Project Information**

| Item | Description |
|---|---|
| Project Title | Sierra Nevada Resort Amendment |
| Project Location | 248 Old Mammoth Road - Situated on the northwest corner of the intersection of Old Mammoth Road and Sierra Nevada Road (Town of Mammoth Lakes, Mono County, CA) |
| Existing Use | Restaurant building occupied by Red Lantern downstairs and Jimmy's Taverna upstairs. Total existing restaurant floor area is approximately 5,700 square feet. |
| Proposed Use | 30 Hotel Room Units (Cabins) |
| Area | 6.1 acres |

The existing restaurant building would be replaced by the proposed 30 hotel units.

**Exhibit 1: Project Site Vicinity**




Source: Google Earth Pro, September 2021

## *Analysis Guidelines*

Per the direction of Town staff, the Town of Mammoth Lakes *SB743 Implementation Guidelines* November 24, 2020 was utilized as the primary resource in the development of this analysis. *Resolution 20-94* of the Town Council was adopted on December 2, 2020 and establishes the "Vehicle Miles Traveled Thresholds of Significance for Purposes of Analyzing Transportation Impacts under the California Environmental Quality Act."

## *Project Trip Generation Analysis*

The number of Project site trips was estimated using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual* (10th Edition). **Table 2** shows the ITE trip generation rates used for this analysis and **Table 3** shows the estimated trips generated by the Project and by the existing restaurant use that will be replaced (redeveloped) by the Project.

**Table 2: Trip Generation Rates**

| Land Use | ITE Code | Daily Trip Rate | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|
| | | | Rate | In | Out | Rate | In | Out |
| High-Turnover (Sit-Down) Restaurant | 932 | 112.18 / KSF (1) | 9.94 | 55% | 45% | 9.77 | 62% | 38% |
| All Suites Hotel | 311 | 4.46 / Room | 0.34 | 53% | 47% | 0.36 | 48% | 52% |

*Notes:*
*1) KSF = Thousand Square Feet*

**Table 3: Estimated Project Trips and Existing Restaurant Trips**

| Land Use | ITE Code | Intensity | | Daily Trips | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Trips | In | Out | Trips | In | Out |
| Existing: High-Turnover (Sit- | 932 | 5.7 | KSF(1) | 639 | 57 | 31 | 26 | 56 | 35 | 21 |
| Proposed: All Suites Hotel | 311 | 30 | Rooms | 134 | 10 | 5 | 5 | 11 | 5 | 6 |
| **Net Difference (Proposed – Existing) (2)** | | | | **-505** | **-47** | **-26** | **-21** | **-45** | **-30** | **-15** |

*Notes:*
*1) KSF = Thousand Square Feet*
*2) Values may vary slightly due to rounding.*

## *Screening Criteria*

Land use projects that meet the screening thresholds identified in **Table 4** are assumed to result in a less than significant transportation impact under CEQA and do not require a detailed quantitative VMT assessment. **The project meets two of the Screening Criteria for land use projects which would allow a determination of a less than significant impact on VMT, thus a detailed project-specific VMT assessment is not required.** Criteria for both the Map-Based Screening and the Redevelopment Project categories are met by the proposed Project.

**Table 4: Screening Criteria for Land Use Projects Presumed to Cause a Less Than Significant Impact**

| Project Type | Town Recommended Screening Criteria | Project Evaluation | Result |
|---|---|---|---|
| Small Projects | Project generation is less than 110 trips per day per the ITE Manual or other acceptable source determined by Town of Mammoth Lakes. Unless: It is inconsistent with the General Plan as determined by the Town of Mammoth Lakes. | Project is anticipated to generate approximately 134 daily trips, which exceeds the Small Project trip generation threshold. | Does Not Meet Criteria |
| Local Serving Retail | No single store on-site exceeds 50,000 square feet; and Project is local-serving as determined by the Town of Mammoth Lakes. Unless: The nature of the service is regionally focused as determined by the Town of Mammoth Lakes. | Not applicable since Project is not retail development. | Does Not Meet Criteria |
| Affordable Housing | A high percentage of affordable housing is provided as determined by the Town of Mammoth Lakes. Unless: The percentage of affordable housing is determined by the Town of Mammoth Lakes to not be high in relation to the residential element of a project. | Not applicable since Project does not contain affordable housing development. | Does Not Meet Criteria |
| Local Essential Service | Building is less than 50,000 square feet: and Land Use is:<br>• Day care center; or<br>• Public K-12 School; or<br>• Police or Fire facility; or<br>• Medical/Dental office building; or<br>• Government offices (in-person services such as post office, library, and utilities)<br><br>Unless: The nature of the service is regionally focused as determined by the Town of Mammoth Lakes. | Not applicable since Project is not retail or essential services development. | Does Not Meet Criteria |
| Map-Based Screening | Area of development is under threshold as shown on screening map as allowed by the Town of Mammoth Lakes. Note that screening maps for residential and employment based VMT projects are provided in Appendix B of the Town of Mammoth Lakes SB 743 Implementation Guidelines. Unless: The project represents significant growth as to substantially change regional travel patterns as determined by the Town of Mammoth Lakes. | Project is located Hex ID 588 and this zone is designated as "green" in the Appendix B Screening Maps and having a non-residential average VMT that is 15% or more below the Mono County Average. | **Meets Criteria** |
| Redevelopment Projects | Project replaces an existing VMT-generating land use and does not result in a net overall increase in VMT Unless: The project replaces an existing VMT-generating land use and results in a net overall increase in VMT. | The existing restaurant use has a daily VMT of 11,776. The proposed hotel units would have a daily VMT of 2,466 which represents a net reduction in VMT. | **Meets Criteria** |

## *Redevelopment Project VMT Assessment*

The VMT Screening Tool results are shown in **Table 6** and screenshots of the screening tool results are attached to this memo. The Project is estimated to generate a daily total (Production-Attraction, PA) of 134 trips. The average trip length for the Project is 18.4 miles. The resulting Total VMT is 2,466 (134 trips x 18.4 miles per trip). A comparison of the average trip length for the Project (18.4 miles) to the Mono County average trip length (27.4) shows an average trip length that is 32.8% lower than the County's average trip length.

A comparison of the Project total VMT (2,466) to the existing restaurant use total VMT (11,776) shows that the Project is anticipated to result in a net decrease of 9,310 VMT per day. Therefore, **the project is determined to have less than significant impact.**

**Table 5: VMT Summary**

| Category | Project Comparison | | |
|---|---|---|---|
| | Mono County | Existing Restaurant | Project |
| Daily Trips | N.A. | 640 | 134 |
| Average Trip Length (miles) | 27.4 | 18.4 | 18.4 |
| Total VMT | N.A. | 11,776 | 2,466 |

## *Mitigation Measures*

Since the project is projected to result in a less than significant impact, mitigation measures are not required.

## *Conclusions*

The Project VMT assessment for the Sierra Nevada Resort Amendment located in the Town of Mammoth Lakes shows that the Project meets two of the Town Screening Criteria and is therefore determined to have a less than significant impact. While a detailed VMT assessment is not required, an evaluation of the Project condition was conducted to demonstrate that redevelopment of the site results in a reduction in trips generated and a greater that 15% reduction in average trip length. As such, the Project results in a net reduction in VMT compared to the existing use. Based on this assessment, **the project is determined to have a less than significant impact and no mitigation is required.**

## VMT Calculator Output

# VMT CALCULATOR

Kimley»Horn  Mammoth Lakes CALIFORNIA

Version 1.1 Build Date 11_05_20

### PROJECT INFORMATION

| | |
|---|---|
| Project Name | Sierra Nevada Resort Amendment |
| Address | 248 Old Mammoth Road |
| HEX ID | 588 |
| Project Context/Setting | Suburban Center |

### LAND USE INFORMATION

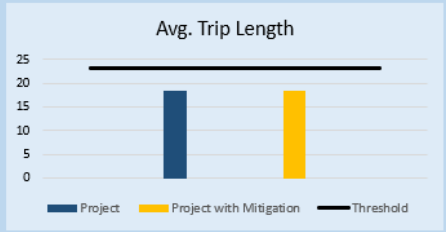
| | |
|---|---|
| VMT Land Use Type | Non_Residential |
| ITE Trip Gen Land Use | 311 \| All Suites Hotel |
| Room(s) | 30 |
| Mixed-Use Adjustment | 0% |

### PRESUMPTIONS OF LESS THAN SIGNIFICANT IMPACT

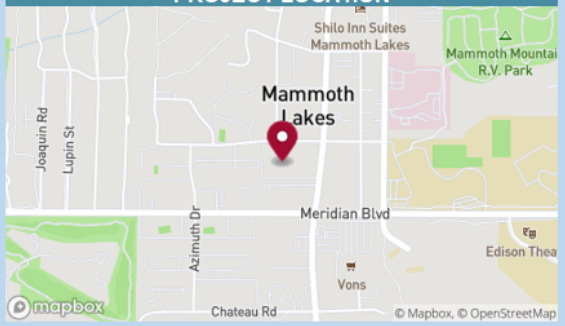
- ☐ Affordable Housing
- ☐ Within a 1/2 mile of Major Transit Stop
- ☐ Local Retail (<50,000 Sq Ft)
- ☐ Less than 110 Trips per Day

### VMT OUTPUT

| | PROJECT |
|---|---|
| Avg. Trip Length | 18.4 |
| Daily Trips | 134 |
| Average (Avg. Trip Length) | 27.4 |
| hreshold (15% below Average) | 23.3 |
| Significant Impact? | No |




### PROJECT LOCATION




Map shows TAZ centroid location

SEARCH LOCATION  RESET

# VMT CALCULATOR

Kimley»Horn  Mammoth Lakes CALIFORNIA

Version 1.1 Build Date 11_05_20

### PROJECT INFORMATION

| | |
|---|---|
| Project Name | Sierra Nevada Resort Amendment |
| Address | 248 Old Mammoth Road |
| HEX ID | 588 |
| Project Context/Setting | Suburban Center |

### LAND USE INFORMATION

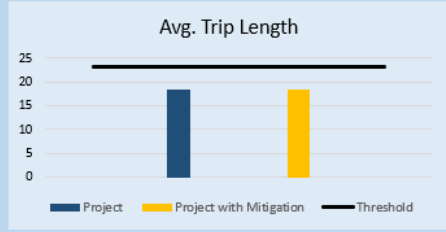
| | |
|---|---|
| VMT Land Use Type | Non_Residential |
| ITE Trip Gen Land Use | 932 \| High-Turnover (Sit-Down) Restaurant |
| 1,000 Sq Ft | 5.7 |
| Mixed-Use Adjustment | 0% |

### PRESUMPTIONS OF LESS THAN SIGNIFICANT IMPACT

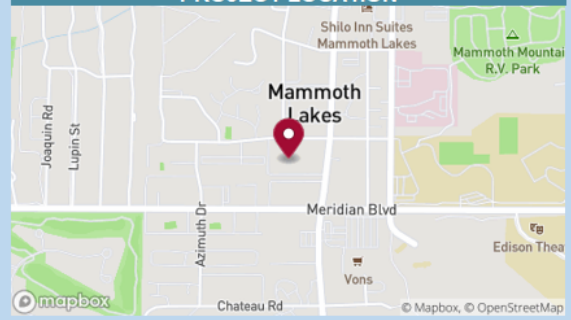
- ☐ Affordable Housing
- ☐ Within a 1/2 mile of Major Transit Stop
- ☐ Local Retail (<50,000 Sq Ft)
- ☐ Less than 110 Trips per Day

### VMT OUTPUT

| | PROJECT |
|---|---|
| Avg. Trip Length | 18.4 |
| Daily Trips | 640 |
| Average (Avg. Trip Length) | 27.4 |
| hreshold (15% below Average) | 23.3 |
| Significant Impact? | No |




### PROJECT LOCATION




Map shows TAZ centroid location

SEARCH LOCATION  RESET

# Attachment 5

## PEDC Resolution No. 2025-02

Recording Requested by and )
When Recorded Mail To: )
)
Town of Mammoth Lakes )
Community & Economic Development Department )
P.O. Box 1609 )
Mammoth Lakes, CA 93546 )

Recordation fee exempt per Government Code §27383
Space Above for Recorder's Use

# RESOLUTION NO. PEDC 2025-02

# A RESOLUTION OF THE MAMMOTH LAKES PLANNING AND ECONOMIC DEVELOPMENT COMMISSION RECOMMENDING TO THE TOWN COUNCIL APPROVAL OF DISTRICT ZONING AMENDMENT 24-001, TENTATIVE TRACT MAP 24-003, AND USE PERMIT 24-004, FOR A SUBSEQUENT AMENDMENT TO THE AMENDED PHASE ONE CLEARWATER SPECIFIC PLAN DOCUMENT TO ALLOW THE SUBDIVISION OF THE TWENTY UNITS WITHIN THE FIVE FOURPLEX STUCTURES ("VILLAS" UNITS) INTO TWENTY CONDOMINIUM HOTEL UNITS LOCATED AT 164 OLD MAMMOTH ROAD

## (APN: 035-230-012-000)

**WHEREAS**, a request for consideration of a District Zoning Amendment, Tentative Tract Map, and Use Permit was filed by Matthew Mering on behalf of the property owner, WH SN Mammoth, L.L.C., for a subsequent amendment to the Amended Phase One Clearwater Specific Plan (CSP) to add condominium hotel uses to the permitted land use table subject to use permit and subdivision map approval and remove language prohibiting condominium hotel uses in the Amended Phase One project. The application also includes a Tentative Tract Map for the subdivision of the twenty units within the five (5) four-plex structures ("Villas" units) into twenty condominium hotel units that may be sold individually. The applications were submitted in accordance with Chapter 17.112 (Specific Plans), of the Town of Mammoth Lakes Municipal Code, and Section 10.0 of the Clearwater Specific Plan, for property located within the Clearwater Specific Plan Zoning District at 164 Old Mammoth Road; and

**WHEREAS**, the noticed public hearing was opened on November 13, 2024, at which time the public hearing was continued to the regularly scheduled December 11, 2024, PEDC meeting; and

**WHEREAS**, the Planning and Economic Development Commission conducted the continued public hearing on December 11, 2024, at which time all those desiring to be heard were heard and the hearing concluded with a 2-1 vote of the Commission. It was determined that the vote was a "no action vote" and a new public hearing on the item would be required to reach a decision on the application; and

**WHEREAS**, the Planning and Economic Development Commission conducted a noticed public hearing on February 12, 2025, at which time all those desiring to be heard were heard; and

**WHEREAS**, the Planning and Economic Development Commission considered, without limitation:

1. The staff report to the Planning and Economic Development Commission with attachments;
2. The 2007 General Plan, the Clearwater Specific Plan, the Amended Phase One Clearwater Specific Plan, and the Municipal Code;
3. Oral and written evidence submitted at the hearing;
4. District Zoning Amendment (DZA) 24-001, Tentative Tract Map (TTM) 24-003, and Use Permit (UPA) 24-004 applications received by the Town of Mammoth Lakes on July 15, 2024;
5. The Amended Phase One Clearwater Specific Plan document with proposed revisions shown as ~~strikeout~~ (removed) or underlined (added) text, dated December 11, 2024, and attached hereto as Exhibit B; and
6. The 2021 Addendum to the Clearwater Specific Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2006062154).

**NOW THEREFORE, THE PLANNING AND ECONOMIC DEVELOPMENT COMMISSION OF THE TOWN OF MAMMOTH LAKES DOES RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:**

## SECTION 1. FINDINGS.

### 1. CEQA.

**CEQA Guidelines Section 15162**

The Planning and Economic Development Commission considered the 2021 Addendum to the Clearwater Specific Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2006062154) together with the Clearwater Specific Plan EIR, pursuant to the CEQA Guidelines Section 15162, and finds that on the basis of the whole record, there is no substantial evidence that the proposed Outbound Hotel "Villas" project will result in any new significant effects or a substantial increase in the severity of previously identified significant effects.

**a.** The Planning and Economic Development Commission finds that there are no substantial changes to the project from what was analyzed in the Addendum to the Clearwater Specific Plan EIR that will require revisions to the Addendum, and therefore, no new significant environmental effects or a substantial increase in the severity of previously identified significant effects will occur.

**b.** There are no substantial changes with respect to the circumstances under which the project is being undertaken that will require major revisions to the adopted 2021 Addendum to the Clearwater Specific Plan EIR because the Outbound Hotel "Villas" project involves the subdivision of the twenty units within the five existing four-plex structures for condominium hotel purposes, in a location that the Clearwater Specific Plan identifies for siting condominium hotel uses.

Therefore, the 2021 Addendum is adequate because it demonstrates that the environmental analysis and impacts identified in the Clearwater Specific Plan EIR remain substantively unchanged by the proposed district zoning amendment, tentative tract map, and use permit, and supports the finding that the project does not result in any new environmental effects and does not exceed the level of impacts identified in the EIR.

**c.** There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified and at the time that the 2021 EIR Addendum was adopted, to show that:

(1) The project will have one or more significant effects not previously discussed in the EIR since, as described in the 2021 Addendum to the Clearwater Specific Plan EIR, no changes have occurred with respect to the intensity of the development that was previously analyzed, and all potential environmental effects were found to be adequately analyzed in the 2021 Addendum to the Clearwater Specific Plan EIR;

(2) Significant effects previously examined will be substantially more severe than shown in the previous EIR. The Amended Phase One to the Clearwater Specific Plan would not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. No new information has become available and no substantial changes to the circumstances (under which the project is being undertaken) since the certification of the Final EIR and the 2016 Addendum has occurred.

(3) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative. There are no new mitigation measures required and no new alternatives available that would substantially reduce the environmental effects beyond those previously described in the certified Final EIR and the 2016 Addendum to the Clearwater Specific Plan EIR.

(4) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR and would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. There are no new mitigation measures required and no new alternatives available that would substantially reduce the environmental effects beyond those previously described in the certified Final EIR and the 2016 Addendum to the Clearwater Specific Plan EIR.

Therefore, none of the criteria in CEQA Guidelines §15162 calling for preparation of subsequent environmental review has occurred. The Outbound Hotel "Villas" Project is consistent with the scope of development contemplated for the Amended Phase One CSP project as analyzed in the October 2021 Addendum to the Clearwater Specific Plan EIR, which supports

the conclusion that the proposed project modifications are minor technical changes that do not result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The applicable mitigation measures from the 2021 Addendum remain applicable and are included as conditions of approval for the project.

**d.** The Planning and Economic Development Commission finds that the proposed Outbound Hotel "Villas" Project will not result in a safety hazard or noise problem for persons using the Mammoth Yosemite Airport or for persons residing or working in the Project area because the Project site is located approximately seven miles from the Mammoth Yosemite Airport.

**e.** A program for reporting on or monitoring the required mitigation measures has been adopted.

**f.** All applicable mitigation measures shall be conditions of Project approval.

**2. FINDINGS FOR SPECIFIC PLAN AMENDMENT**
(Municipal Code §17.112.060)

**a. The specific plan is consistent with all applicable sections of the General Plan and Title 17 and is consistent with other adopted goals and policies of the Town.**

The proposed subsequent amendment to the Amended Phase One Clearwater Specific Plan (CSP) is consistent with the General Plan and other adopted goals and policies of the Town because the amendment will result in a project that continues to meet the intent, goals, and objectives of the 2007 General Plan, and the Clearwater Specific Plan. The amendment proposes to modify the permitted uses for the Amended Phase One CSP by adding condominium hotel uses subject to a use permit and subdivision map approval. The proposed amendment includes a definition for condominium hotel uses, adds development and operating standards applicable to condominium hotel uses, and removes language that excludes condominium hotel uses from the Amended Phase One CSP development project.

The purpose of the proposed amendment to the Amended Phase One CSP is to allow the current property owner to subdivide five existing fourplex structures referred to as the "Villas" into 20 condominium hotel units. The proposed amendment is consistent with the allowable land uses identified in Section 5.2.1, Land Use Designations, of the CSP, which states, "Land Use Area 2: Residential: A building or combination of buildings that function as a hotel with privately held condominium hotel units or traditional hotel units."

The proposed amendment does not increase the allowable density or intensity of development subject to the Amended Phase One CSP, and importantly, the amendment also maintains the existing allowances of the CSP for future redevelopment, thereby ensuring that any goals not met by the current development can be met when the site redevelops in the future.

Finally, the proposed subsequent amendment to the Amended Phase One CSP maintains consistency with the intent of the General Plan's Clearwater Specific Plan land use designation, which is to provide "for a pedestrian-oriented, mixed-use district for residents and visitors within the North Old Mammoth Road area. Permitted uses include hotel, condominium-hotel, workforce housing, street front retail along Old Mammoth Road, and a large public plaza intended for use as an event venue. The base density is forty (40) hotel rooms per acre with the potential for up to eighty (80) hotel rooms per acre. Pursuant to the Clearwater Specific Plan, significant community benefits are required to be provided. Workforce housing and commercial uses are exempt from density calculations."

**b. That the specific plan is consistent with any applicable airport land use plan as required by Government Code Section 65302.3; and**

Not applicable, as there are no applicable airport land use plans that have an impact on the Clearwater Specific Plan.

**c. That the specific plan is in compliance with the provisions of the California Environmental Quality Act (CEQA).**

Pursuant to CEQA Guidelines Section §15162, no subsequent environmental review is required because there is no substantial evidence that the proposed District Zoning Amendment, Tentative Tract Map, and Use Permit application for the Outbound Hotel "Villas" project would result in any new significant effects or a substantial increase in the severity of previously identified significant effects. The Outbound Hotel "Villas" project is consistent with the scope of development contemplated for the Amended Phase One Clearwater Specific Plan development project analyzed in the October 2021 Addendum to the Clearwater Specific Plan EIR. Therefore, with the incorporation of applicable mitigation measures from the 2021 EIR Addendum, the Specific Plan Amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).

**3. FINDINGS FOR USE PERMIT (**Municipal Code Section 17.68.050)

**a. The proposed use is consistent with all applicable sections of the General Plan and Title 17 and is consistent with any applicable Specific Plan;**

The 2007 *Town of Mammoth Lakes General Plan* land use map designates the entire project site Clearwater Specific Plan (CSP). The CSP land use designation allows hotel, condominium-hotel, workforce housing, street front retail along Old Mammoth Road, and plaza areas for gathering/events. The Outbound Hotel "Villas" Project proposes to subdivide five existing fourplex ("Villas") structures into twenty condominium hotel units. The location of the Villa structures is situated in Land Use Area 2 of the CSP, which allows condominium hotel uses subject to use permit and subdivision map approval. Therefore, the proposed conversion of twenty hotel units into twenty

condominium hotel units is consistent with the CSP General Plan land use designation.

The CSP sets forth the land use development standards for this site rather than Title 17 (Zoning Code). The proposed subdivision of the five (5) existing fourplex structures into twenty (20) condominium hotel units is consistent with the CSP land use designation which allows hotel, condominium hotel, retail, restaurant uses as well as amenities to enhance the visitor experience and support long-term visitation.

**b. The proposed use and the conditions under which it would be operated or maintained will not be detrimental to the public health and safety nor materially injurious to properties or improvements in the vicinity; and**

The proposed use and the conditions under which it would be operated will not be detrimental to the public health or safety nor materially injurious to properties or improvements in the vicinity because the Clearwater Specific Plan EIR (SC# 2006062154) and the 2021 Addendum analyzed potential impacts of the proposed use related to aesthetics, air quality, noise, hazards and hazardous materials, traffic, and other issues. The analyses prepared for each potential impact category concluded that the proposed project would not have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly, following conformance with the existing regulatory framework and mitigation measures.

**c. The Commission shall make such other findings as deemed necessary to support approval or denial of the proposed use.**

The Outbound Hotel "Villas" Project includes a Tentative Tract Map for the proposed subdivision of the existing twenty hotel units for condominium hotel purposes. The subsequent amendment to the Amended Phase One CSP includes the addition of a definition for condominium hotel uses as well as operating standards that are consistent with the Municipal Code and the CSP operating standards. These clarifications to the Amended Phase One CSP will ensure that the condominium hotel units continue to be operated and used as transient rentals, thereby providing an alternative lodging option that promotes a mix of uses in a pedestrian-scaled environment at a scale and form appropriate to the neighborhood context and adjacent residential uses and forms.

**4. SUBDIVISION MAP ACT FINDINGS.** (State Map Act §66474)

**a. The proposed map is consistent with applicable general and specific plans.**

The proposed map is consistent with applicable 2007 General Plan, and with the subsequent amendment to the Amended Phase One Clearwater Specific Plan (CSP) because the proposed subdivision of the five existing fourplex structures into twenty condominium hotel units that may be sold individually is a permitted use within Land Use area 2 of the Clear Water Specific Plan and is consistent with intended uses described in the General Plan Land Use

designation for the CSP. The General Plan land use description for the CSP states that the designation is intended to create a visitor-oriented entertainment, retail, and lodging district with uses including hotels, and similar visitor accommodations along with supporting restaurants, retail and services.

**b. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.**

No additional development on the site is currently proposed. However, the existing design and improvements of the subdivision are consistent with the applicable General Plan and Clear Water Specific Plan because the CSP establishes minimum parcel size for the creation of new parcels within the CSP and allows for alternative parcel sizes to be established for condominium uses in accordance with the proposed development, and subject to the approval of a subdivision map and use permit.

**c. The site is physically suitable for the type of development.**

The site is physically suitable for the type of development proposed because construction of the Amended Phase One CSP project is almost complete, and the five "Villa" structures already exist and are currently operated as traditional hotel units. The existing surface parking area located on the south side of the "Villas" can accommodate the twenty-one (21) parking spaces required to be dedicated for use by the twenty (20) proposed condominium hotel units.

The project site consists of approximately 6.1 acres and the proposed subdivision boundaries are situated so as to comply with the development standards of the CSP and the Municipal Code including minimum lot size, street access, snow storage, parking, utilities, and trash enclosure access. Additionally, since the subject "Villa" structures already exist and the site is an in-fill development, all utilities and access roadways have been improved and/or extended to service the Project area.

**d. The site is physically suitable for the proposed density of development.**

The site is physically suitable for the proposed density of development because construction of the Amended Phase One CSP project is almost complete, and the proposed subdivision is only applicable to the five existing fourplex structures which are proposed to be converted from traditional hotel units to condominium hotel units.

**e. The design of the subdivision or the proposed improvements are not likely to cause substantial environment damage or substantially and avoidably injure fish or wildlife or their habitat.**

The design of the subdivision is not likely to cause substantial environmental damage or substantially injure fish or wildlife because the project is not located within an environmentally sensitive area and because the CEQA Addendum that was prepared for the Amended Phase One CSP project supports the

conclusion that the proposed project would not cause substantial environmental damage or substantially injure fish or wildlife.

**f. The design of the subdivision and types of improvements is not likely to cause serious health problems.**

The design of the subdivision is not likely to cause serious public health problems because a CEQA Addendum was prepared for the scope of the Amended Phase One CSP development project, and identified applicable mitigation measures from the certified Clearwater Specific Plan Environmental Impact Report EIR (SCH# 2006062154) which have been included as conditions of approval to ensure health-related impacts are reduced to a less than significant level. No evidence has been submitted during the planning review process to indicate that the Project would cause any serious public health problems. All necessary public services are currently provided, or can be extended to, the site for those individuals occupying and using the proposed condominium hotel facilities.

**g. The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.**

The design of the subdivision will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision because all easements are shown on the tentative tract map and/or are required through the conditions of approval for the project. The proposed parcel configuration for the condominium hotel use can be accessed from Sierra Nevada Road and Laurel Mountain Road, which provides adequate street alignment and width to serve the project.

**SECTION 2. PLANNING AND ECONOMIC DEVELOPMENT COMMISSION ACTIONS.** The Planning and Economic Development Commission hereby takes the following actions:

1. Recommends to the Town Council adoption of the required CEQA and Municipal Code findings; and
2. Recommends to the Town Council approval of District Zoning Amendment (DZA) 24-001, Tentative Tract Map (TTM) 24-003, and Use Permit (UPA) 24-004.

**PASSED AND ADOPTED** this 12th day of February 2025, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

| | |
|---|---|
| Nolan Bobroff,<br>Community and Economic<br>Development Director | Michael Vanderhurst,<br>Chair of the Mammoth Lakes Planning<br>and Economic Development<br>Commission |

**NOTE:** This action is subject to Chapter 17.104 of the Municipal Code, which specifies time limits for legal challenges.

**EXHIBIT "A"**
**Resolution No. PEDC 2024-13**
**Case No. DZA 24-001, UPA 24-004, TTM 24-003**

## CONDITIONS OF APPROVAL

### PLANNING DIVISION CONDITIONS

### STANDARD PLANNING CONDITIONS

1. This approval authorizes the following:
   a. The subsequent amendment to the Amended Phase One CSP to modify the permitted uses for the Amended Phase One CSP by adding condominium hotel uses subject to a use permit and subdivision approval. The proposed amendment includes a definition for condominium hotel uses, adds development and operating standards applicable to condominium hotel uses, and removes language that excludes condominium hotel uses within the Amended Phase One CSP development.
   b. Approval to subdivide the existing 20 units within the five (5) existing fourplex structures referred to as the "Villas" units into 20 condominium hotel units that may be sold individually.
2. The approved tentative tract map includes: Tentative Tract Map Plan Sheets 1-2, dated received by the Town on October 21, 2024. Drafts of the Reciprocal Easement Agreement (REA) and Exhibit A (Parking and Snow Storage), Exhibit C (Private Roadways and Paths of Travel) and Exhibit E (Shared Utilities Plan) were dated received by the Town on November 27, 2024. Prior to final map approval and recordation, the final REA and associated exhibits shall be reviewed and approved to the satisfaction of the Engineering Manager and Public Works Director.
3. This permit and all rights hereunder shall automatically terminate unless the Final Map is approved within two years after the issuance of this permit, or an extension of time has been granted in accordance with Municipal Code §17.60.060.B.
4. All new improvements constructed on the site shall be in compliance with all Town of Mammoth Lakes, County of Mono, Mammoth Community Water District, the Mammoth Lakes Fire Protection District, the CRWQCB Lahontan District, Great Basin Air Pollution Control District, OSHA, State of California and United States of America laws, statutes, ordinances, regulations, directives, orders, and the like applicable thereto and in force at the time thereof. Any violation of the above may constitute grounds for revocation under Chapter 17.128 of the Mammoth Lakes Municipal Code.
5. This resolution of approval, as conditioned herein, shall be recorded for the subject property by the Mono County Recorder's Office to commence the approved use on the property or the issuance of any building permits for new or remodeled structures.
6. The site shall be maintained in a neat, clean and orderly manner. All improvements shall be maintained in a condition of good repair and appearance. Outdoor storage

of equipment and other materials, except for firewood, is prohibited. Non-operating vehicles, equipment and materials inappropriate to the site and its use shall not be stored within outdoor areas on the site.

7. Storage of construction materials and equipment off-site shall not be permitted without a permit issued by the Community and Economic Development Department of the Town. Any public or private property altered, damaged or destroyed by site preparation, grading, construction or use shall be restored to its pre-existing condition by the permittee.
8. All uses are subject to review by the Building Official of the Town of Mammoth Lakes and must conform to occupancy ratings of the structures to obtain occupancy.
9. Town staff shall have the right to enter the subject property to verify compliance with these conditions. The holder of any permit associated with this project shall make the premises available to Town staff during regular business hours and shall, upon request make records and documents available to Town staff as necessary to evidence compliance with the terms and conditions of the permit.
10. Prior to the issuance of a certificate of occupancy, the applicant shall pay all applicable fees as prescribed by ordinance and/or resolution and pay any fees due on the project processing account.
11. Where compliance with the conditions of approval or applicant-initiated changes to the plans require additional staff review, that review time shall be billed at the Town's established billing rates. Prior to the issuance of a building or grading permit, the applicant shall pay all outstanding costs for the processing of this application.
12. This action may be appealed to the Town Council within fifteen (15) calendar days from the date of Planning and Economic Development Commission approval in accordance with Municipal Code Chapter 17.104.
13. Pursuant to Government Code Section 66474.9 the subdivider shall defend, with counsel selected by the Town, indemnify, and hold harmless the Town and its agents, officers, and employees from any claim, action, or proceeding against the Town and its agents, officers, or employees to attack, set aside, void, or annul, an approval of the Town, advisory agency, appeal board, or legislative body concerning this approval, which action is brought within the time period provided for in Government Code Section 66499.37. The Town shall promptly notify the subdivider of any claim, action, or proceeding and shall cooperate fully in the defense.
14. All exterior lighting shall comply with Chapter 17.36.030 of the Town of Mammoth Lakes Municipal Code, Exterior Lighting. Exterior light fixtures having a total of over 400 lumens of output shall be equipped with shields that extend below the horizontal plane of the light source to direct the light downward onto the structure or surrounding grounds. Accent lighting is permitted as described in Municipal Code Section 17.36.030.F.6. This shall be verified prior to issuance of a certificate of occupancy.

15. New or changed improvements, exterior illumination, elevations, designs, materials, or colors shall conform to the adopted Design Guidelines of the Town of Mammoth Lakes and will require review and approval from the Town of Mammoth Lakes Community and Economic Development Department or Planning and Economic Development Commission pursuant to Municipal Code Chapter 17.88.
16. All conditions of approval shall be printed verbatim on all of the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical, and plumbing) and shall be referenced in the index.
17. The project shall meet the requirements of Municipal Code Chapter 17.40 (Water Efficient Landscape Regulations). All landscape plantings shall be maintained in a healthy and growing condition at all times (as applicable for the season) and individual plants shall be replaced if they become diseased or die. Landscaping and irrigation systems within the public right-of-way within or adjacent to the project area shall be maintained by the property owner, with the exception of benefit assessment district areas.
18. Developers of residential properties shall include a disclosure statement indicating that Mammoth Lakes is an area of habitat for Mountain Lions, which indicates potential risk, particularly to small children and pets. (General Plan Mitigation Measure 4.3-1)

**SPECIAL PLANNING CONDITIONS**

19. The Mitigation Monitoring and Reporting Program (MMRP) established by the Clearwater Specific Plan Final EIR and 2016 Addendum (SCH No. 2006062154) shall be adhered to in the implementation and operation of the proposed use and is incorporated herein by reference.
20. Any future changes to the CC&Rs for the Outbound "Villas" condominium hotel units which relates to a Town condition of approval for the Subdivision Map, may not be amended without the prior written consent of the Town Community and Economic Development Director and Public Works Director. Inclusion of this condition in the final CC&Rs shall be verified by the Town prior to recordation of the final map and CC&Rs.
21. The required trash enclosure shall be maintained in good condition and dumpsters shall be stored within the trash enclosure. Adequate space for recyclable materials shall be provided within the enclosure. All trash enclosures, and receptacles shall be animal resistant.
22. No snow shall shed or be deposited onto adjacent properties or Town right-of-way. This shall include snow that is removed from any portion of the property, including, but not limited to, the structure, driveway, and/or common areas. All interim snow storage areas shall be on the subject property. The property owner shall be subject to fines pursuant to Municipal Code §12.16.030 (*Snow Removal – Violation/Penalty*) if found to be in violation of this condition.
23. A key box shall be provided with an individual master key that provides access

to each unit.

**ENGINEERING DIVISION CONDITIONS**

**STANDARD CONDITIONS / GENERAL REQUIREMENTS:**

24. A final map, consistent with the tentative map and the conditions herein, shall be recorded with the County Recorder of Mono County prior to the expiration of the approved tentative map. The final map shall conform to the Subdivision Map Act and the Subdivision Ordinance for the Town of Mammoth Lakes. The tentative map shall expire 24 months after the approval date. Failure to submit to the Town a complete application for approval and recording of the final map prior to the tentative map expiration will nullify all approvals, except as such time limitation may be extended by law or by the Planning and Economic Development Commission in accordance with the Subdivision Map Act.
25. Nothing in the approval of this project shall be construed to allow for the deviation, adjustment, variance or non-conformance of any Municipal Code or ordinance, or of any local, State, or federal standard, policy, regulation or law, unless specifically provided for herein.

**THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO APPROVAL BY STAFF OF THE FINAL MAP:**

26. The final map shall conform to the requirements of Town of Mammoth Lakes Ordinance 84-10 and all amendments thereto.
27. As required by the Town's Subdivision Ordinance Section 17.20.160 and the most recent Town Council Resolution adopting a Schedule of Fees, the applicant shall pay a fee for each unit, parcel or lot, including lettered lots and parcels and common area lots or parcels created, to the Community and Economic Development Department for long range planning reimbursement prior to approval by staff of the final map.
28. Final map application submittal to the Town shall include a copy of the current grant deed, a preliminary title report dated within the past 30 days, copies of all exceptions, easements, restrictions and encumbrances listed in the preliminary title report, a copy of each record map for the subject property shown within the tentative map boundary, and a copy of each and every adjacent map, deed or other document as necessary that establish, or were used for the survey of, and for the retracement of the subdivision boundary.
29. All easements and dedications as shown on the tentative map shall be granted on the final map or recorded by separate document prior to or concurrent with recordation of the final map. Easements shown on the tentative map to be granted or dedicated shall indicate the beneficiary of the easement(s). Easements shown on the tentative map to the benefit of an agency other than the Town or to other parties shall be shown on the final map as "Easements Reserved". The owner's statement on the final map shall reserve said easements unto themselves, their heirs and assigns.
30. Easements, dedications and other documents that are required to be recorded by

separate document prior to or concurrent with the recordation of the final map shall be in a form and with content acceptable to the Town's Engineering Manager and Public Works Director, and shall be submitted to the Town for review and approval. Upon Town approval, the original fully executed, notarized documents shall be submitted to the Town prior to approval of the final map.

31. The CC&Rs and Reciprocal Easement Agreement (REA) shall contain provisions granting rights of access and parking, as necessary, to the owners, tenants, and their guests, of the condominium units.
32. Existing CC&Rs, if any, encumbering the property shall be amended as necessary for the proposed development of this project.
33. Applicant shall submit a request for unit, building and street addressing to the Public Works Department. Approval of the addressing shall be completed prior to approval of the final map by staff.
34. Applicant shall provide evidence to the Town that all property taxes have been pre-paid to the Mono County Tax Collector or their payment has been secured by the filing of a surety bond or other cash-equivalent security acceptable to the County prior to approval of the final map by staff.
35. Applicant shall submit to the Town a subdivision guarantee, issued within 30 days prior to approval of the final map by staff.
36. Applicant shall install monumentation of the subdivision in accordance with the Subdivision Ordinance of the Town, Ordinance 84-10. Upon approval of the Town Surveyor and Public Works Department, a form of security listed in Government Code Section 66499(a) shall be posted with the Town in a form acceptable to the Town Surveyor for any deferred final monumentation for the final map. The estimated amount of the surety shall be prepared by the licensed land surveyor preparing the final map and shall be approved by the Town Surveyor. The estimates shall be at prevailing wage rates and shall include 20% for construction contingencies and 20% for administrative costs.
37. The final condominium plans for the project shall be submitted to the Town for review for conformance with the approved development plan, tentative map, CC&Rs and REA. The condominium plans shall conform to the conditions of approval with respect to ownership of required appurtenant use areas. Recordation of the condominium plans shall not occur prior to Town approval of the condominium plans.
38. Within 30 days after approval of and prior to recording of the final map by the Planning and Economic Development Commission, the applicant shall submit to the Town an electronic file of the final map with coordinate system and format as may be approved by the Public Works Director.

**SPECIAL ENGINEERING CONDITIONS**

39. The Reciprocal Easement Agreement (REA) is required to grant condominium owners rights to public street access, 21 parking spaces, snow removal and storage, utilities, and trash enclosure, and shall be written to the satisfaction of, and approved by, the Town's Engineering Manager and Public Works Director prior to final map

approval by staff. The REA shall include a provision that any future changes to the REA shall be approved by the Town, and that the parties to the REA may not oppose changes required by the Town.

40. The Property's 30-room contribution to the Town's Transit and Transportation Fee Community Facility District (Transit CFD 2013-03) shall be split such that each of the 20 condominium units is responsible for 1 share, and the resort is responsible for the remaining 10 shares.
41. The Property's contribution to the Town's Old Mammoth Road Benefit Assessment District (OMR BAD 2002-01) shall be split on a per-room basis such that each of the 20 condominium units is responsible for 1 room's share and the resort is responsible for the remaining 159 rooms' shares.
42. The Property's contribution to the Town's Maintenance Community Facility District (Maint CFD 2023-1) shall be split on a per-room basis such that each of the 20 condominium units is responsible for 1 room's share and the resort is responsible for the remaining 159 rooms' shares.

**SPECIAL DISTRICT CONDITIONS - MCWD**

43. The domestic water supply for the 20 condominium hotel units shall be privately sub-metered, per Senate Bill 7, (SB7), to the satisfaction of the Mammoth Community Water District (MCWD). Installation of the submeters shall be in accordance with manufacturers' specifications, comply with the California Plumbing Code, and is subject to testing by MCWD and approvals. A separate Connection Permit from MCWD is required. The submeters shall be capable of being accessed and read by the homeowners, tenants of the dwelling unit, and read by the newly developed Old Mammoth Road Residences Owners' Association without entering the dwelling unit. It is the property owner's responsibility to operate and maintain these submeters and reporting requirements. Meters shall be re-inspected and recalibrated within the time limits specified in law and/or regulations.

# EXHIBIT "B"
# Resolution No. PEDC 2025-02
# Case No. DZA 24-001, UPA 24-004, TTM 24-003

## DZA 24~~1~~-001: Subsequent Amendment to the Amended Phase One of the Clearwater Specific Plan

**December 11 ~~October 20~~, 2024~~1~~**

**I. Background.**

In January 2009, the Town Council adopted the Clearwater Specific Plan ("CSP") (District Zoning Amendment [DZA] 06-003). In March 2010, in compliance with CSP, the Planning and Economic Development Commission approved a vesting tentative tract map, conditional use permit, and design review for a mixed-use project called "Old Mammoth Place." The Old Mammoth Place entitlements include up to 340 residential units with up to 488 lodging rooms, eight on-site workforce housing units, multiple outdoor public events plazas, approximately 20,000 square feet of commercial/retail space, approximately 17,000 square feet of restaurant space, 9,500 square feet of conference space, a 4,500 square-foot spa and wellness center, an ice rink, a pool, and an underground parking garage covering the entire site. As a part of the Old Mammoth Place project, the Town approved DZA 09-002 in April 2010 to clarify how building height is to be measured when a building sits atop a parking garage and DZA 10-002 in June 2010 to provide clarification on how fees would be charged for the entitled project.

Throughout the first six years after the approval of Old Mammoth Place, there proved to be no financing available to construct the project and no market for the sale of condominium hotel rooms. In August 2016, in order to improve the economic viability and marketability of the project, the owner obtained approval of amendments to the CSP (DZA 15-002) and the Old Mammoth Place entitlements, which included a 10-foot increase in building height, an increase in net residential square footage, and the elimination of an on-site workforce housing requirement.

Nonetheless, 12 years after ~~since~~ the adoption of the CSP, there ~~is~~ was still no indication that a project on the scale of Old Mammoth Place ~~can~~ could be financed and developed in the near term. Meanwhile, the current hotel and amenities fall short of meeting the vision and goals of the General Plan and the CSP, and ~~do~~ did not meet the needs and standards of Mammoth's target visitors and families. The site includes the original hotel and restaurant buildings, large paved parking areas, a concrete miniature golf course, and limited vegetation.

Therefore, in December 2021, the Town Council approved DZA 21-001, which revised the Clearwater Specific Plan (CSP) to establish development standards for an Amended Phase One Project. The approved development standards applicable to the amended phase 1 accommodate a less intensive expansion and upgrade of the hotel, restaurant, and public spaces than originally envisioned by the CSP/Old Mammoth Place entitlements, while still

allowing for the future development of the Old Mammoth Place project consistent with the CSP's long-term vision and goals.

The current District Zoning Amendment application (DZA 24-001) requests a subsequent amendment to the Amended Phase One CSP to allow a new condominium hotel component of the Phase One CSP project. The application includes a proposed subdivision of twenty (20) hotel units located within five fourplex "Villa" structures for condominium hotel purposes. The proposed subdivision of the Villas for condominium hotel purposes would not have a material impact on hotel operations because use of the Villas will be restricted to transient occupancy. Transient occupancy restrictions mean and include: (i) owner stays shall be limited to 30-days maximum per stay, without limitation on the number of stays per year; and (ii) each condominium hotel unit shall be made available for rental by the general public when the unit is not owner occupied; provided such restrictions are severable in the event of a judicial determination that a restriction is unenforceable, void or unconstitutional. In addition to the transient occupancy restrictions set forth in Town Zoning, the condominium hotel units (Villas) shall be maintained for transient occupancy use and language shall be included in the governing CC&Rs of the Villas to ensure that the Villas' primary use remains lodging.

**II. The Goal of this Subsequent Amendment to the Amended Phase One CSP (DZA 241-001).**

The goal of this subsequent Amendment is to ~~establish ***interim*** development standards~~ expand the allowable land uses in the Amended Phase One CSP to include condominium hotel uses that are subject to use permit and subdivision map approval, establish development standards for those condominium hotel uses, and reaffirm project requirements for the site that will: (1) accommodate the ~~interim~~ reduced Phase One development of a ~~less tall and less dense~~ smaller scale expansion and upgrade of the hotel, restaurant, and public spaces than is envisioned by the CSP and Old Mammoth Place Project (the "Amended Phase One of the CSP"); (2) enhance and expand upon the available assortment of lodging, food and beverage, and event/meeting space options on the site; (3) provide a new and vibrant outdoor venue and park for community activities and events; (4) animate and activate the Old Mammoth Road streetscape; and (5) allow for and accommodate the future development of the Old Mammoth Place project consistent with the CSP's long-term vision and goals, if and when market conditions allow.

**III. Amended Phase One of the CSP Project Description.**

The goal of the Amended Phase One of the CSP is to transform the site into a fully upgraded, full-service family-oriented lodging establishment ~~hotel~~ and public events venue that will serve to increase lodging ~~hotel~~ occupancies and revitalize the Old Mammoth Road streetscape. The ~~proposed~~ redevelopment of the site ~~would be~~ is the first major renovation of a hospitality project in Mammoth in decades, and would make significant strides toward achieving the Town's vision and goals for the Old Mammoth Road corridor~~,~~ as set forth in the General Plan and the CSP. To that end, the owner ~~will seek~~ has obtained the Town's approval to:

- Upgrade and enhance all of the hotel's entryways, lobby areas, public spaces, and accommodations;

- Upgrade and increase the capacity of the event and meeting space at the Rafters Restaurant and Lounge and in the current lobby;
- Upgrade the pool and add hot tubs;
- Create multiple landscaped social and amenity areas to include a gazebo, a volleyball court, lawn games, fire pits, and hammocks;
- Add ~~30~~ 10 family-friendly resort cabins and 20 units within five (5) fourplex structures ("Villas") to the site's ~~and~~ hotel inventory;
- Provide on-site workforce housing for a minimum of five hotel employees;
- Demolish the Jimmy's Taverna and Red Lantern building;
- Demolish the miniature golf course;
- Expand the Rafters deck;
- Create a landscaped food and beverage garden and food truck venue south along Old Mammoth Road from the Rafters deck to a new public park;
- Create a new public park and events pavilion at the corner of Old Mammoth Road and Sierra Nevada Road to accommodate community festivals and events; and
- Provide new public restaurants to support the public's use of the new food and beverage garden and public park.
- Pursuant to DZA 24-001, condominium hotel uses may be permitted subject to use permit and subdivision map approval.

**IV. The Town's Vision and Goals for the Site.**

The Town's vision and goals for the site are encompassed in the following quotes from the CSP:

> "These guidelines and standards provide a framework for development of a cohesive, mixed-use, pedestrian-oriented … hotel opportunity that will significantly contribute to the revitalization of the Old Mammoth Road corridor."
>
> "The hotel will provide a contemporary and enjoyable place to stay for Mammoth visitors, central to the multitude of recreational opportunities available in and around the Town of Mammoth Lakes."
>
> "The overall goal of the Specific Plan is to create an attractive, hotel opportunity that shall serve to revitalize the economy of the core of the North Old Mammoth Road District area."

> "A project shall provide additional transient occupancy options to the Town of Mammoth Lakes" and shall "contribute to the overall revitalization of the Old Mammoth Road corridor."
>
> "To support the needs of the Town of Mammoth Lakes as a premier destination resort community … a project shall provide additional 'hot beds' and additional transient occupancy options to the Town."

The ~~proposed~~ subsequent amendment to the Amended Phase One of the CSP will ~~include~~ permit ~~30 the addition of~~ 10 single-story resort cabins that will provide additional hot beds and amenities, ~~without any condominium component.~~ as well as 20 Villa units located within five four-plex structures along the southern portion of the site which may be subdivided for condominium hotel purposes subject to use permit approval and stipulation that the units are restricted to transient occupancy use.

The resort cabins and Villa units are designed for families, ~~will~~ add to the lodging options offered within the community, and have the capacity to increase TOT generation though higher occupancies and average daily rates. The expansion of indoor and outdoor event and meeting space, the creation of a food and beverage garden, and the development of a public park and events pavilion ~~will~~ provide benefits to the community and animate the Old Mammoth Road streetscape.

**V. Development Standards.**

The following development standards ~~will~~ apply to the Amended Phase One of the CSP:

| DEVELOPMENT STANDARD | Proposed |
|---|---|
| Total Project Site Size: | 6.09 acres |
| Number of existing hotel rooms: | 149 rooms |
| Number of ~~additional~~ new resort cabins ~~rooms~~: | ~~3~~10 rooms |
| Number of new Villa units (these units may be subdivided for condominium hotel purposes subject to use permit and subdivision map approval): | 20 units |
| Maximum Building Height – Cabins and Villas: | 35 feet |
| Restaurant square feet: | 10,000 square feet |
| Event space square feet: | 2,000 square feet |
| Minimum Building Separation | 5 feet |
| Setbacks - Old Mammoth Road Frontage | 5 feet |
| Setbacks – Sierra Nevada | 10 feet |
| Setbacks – Laurel Mountain | 3 feet |

| | |
|---|---|
| Maximum Lot Coverage | 70% |
| Total parking spaces: | Parking shall meet the requirements set forth in the 2016 Clearwater Specific Plan unless a Parking Reduction is approved pursuant to MC Section 17.44.040 |
| Minimum Snow Storage | 53,300 square feet |
| Minimum Open Space/ Landscaped Area | 73,000 square feet |

**VI. Proposed Modifications to CSP Standards.**

The following table describes the requested modifications to the 2016 CSP requirements to accommodate the ~~proposed~~ Amended Phase One of the CSP. These standards shall only apply to the Amended Phase One project, and any future redevelopment of the site following completion of the Amended Phase One project shall be subject the standards found in the 2016 Amendment to the Clearwater Specific Plan.

| Section | Title | Proposed Changes to the Clearwater Specific Plan |
|---|---|---|
| 1.0 | Introduction | None. |
| 2.0 | Existing Setting and Conditions | None. |
| 3.0 | Project Description of the Specific Plan | • The Project Description for the Amended Phase One of the CSP is included under Section III above. The project description for the Old Mammoth Place project as detailed in the 2016 CSP Amendment shall not apply to the Amended Phase One project. |
| 3.1 | Conceptual Plan | • The Conceptual Plan for the Amended Phase One of the CSP is for illustrative purposes only and does not constitute a formal approval of any site or building design. Final site and architectural plans must be approved through the Design Review process. |
| 3.2 | Design Objectives | • The Amended Phase One of the CSP shall not require:<br>○ the construction of any commercial retail space along Old Mammoth Road;<br>○ improvement of the transit stop or construction of a bus shelter on Old Mammoth Road;<br>○ regular shuttle service to MMSA, the airport, the golf courses, and Vons (shuttle service shall be on-demand); or |

| | | |
|---|---|---|
| | | ○ on-site changing rooms and lockers for employees of the resort who choose to walk or bike to work. |
| 3.3 | Sustainability Guidelines | • Improvements constructed for the Amended Phase One of the CSP shall not require LEED certification. |
| 3.4 | Operations | • Although the Amended Phase One of the CSP shall contain event space and meeting space, it need not include conference space.<br>• For the purposes of this Amended Phase One CSP document, the term "condominium hotel" shall be defined as any building or portion thereof containing guest rooms used, designed, or intended to be used, let or rented for periods of no more than thirty days at a time either by transient occupants or the individual owner(s) of a unit or units within the project; and that is also an estate in real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interior space in the building on the real property.<br>• The Amended Phase One of the CSP ~~shall not include any "condominium hotel" units, any units that "will be sold fully furnished with standardized furniture, fixtures and equipment at the time of initial sale," any "homeowner association," or any "space for a rental management operation."~~ may include condominium hotel uses subject to use permit and subdivision map approval.<br>• A maximum of twenty (20) "condominium hotel" units may be approved under the Amended Phase One CSP.<br>• All condominium hotel units shall include the following services and amenities:<br>○ a. Central front desk, lobby, and telephone connections to all hotel rooms with staff available 24-hours a day;<br>○ b. Check-in spaces for arriving vehicles;<br>○ c. Amenities supportive of lodging uses (e.g., concierge/guest services on site; conference/meeting space, with food and |

| | | |
|---|---|---|
| | | beverage support, flexible room configuration, industry-standard audiovisual, telecom, and conferencing infrastructure; food and beverage operations in the form of restaurant or room service; ski and luggage storage; and recreation facilities such as spas, swimming pools, or fitness room facility open to all hotel users);<br>○ d. Standardized furniture, fixtures, and equipment in all rooms;<br>○ e. Centralized management and standards for guest reservations, daily housekeeping service, and maintenance services, for all units;<br>○ f. Space for a rental management operation;<br>○ g. Management by a qualified entity with at least five years' experience in the hotel management business, including a "flag" hotel or company with equivalent experience; and<br>○ h. Inclusion of hotel amenities in common areas through condominium covenants, conditions, and restrictions (CC&Rs). |
| 3.5.1 | Traffic Mitigation | • No offsite traffic improvements shall be required. |
| 3.5.2 | Site Access | • The Amended Phase One of the CSP may be accessed from Sierra Nevada Road even though it will not include underground parking. |
| 3.5.3 | Transit Improvements | • No transit improvements shall be required. |
| 3.5.4 | Street Improvements | • The Amended Phase One of the CSP shall include curb, gutter, and sidewalk improvements along Laurel Mountain Road.<br>• The east-west vehicular connector:<br>○ need not have a 40-foot right-of-way offered for dedication to the Town for use as a public road;<br>○ need not be named;<br>○ need not be improved with curb and gutter; and<br>○ need not contain sidewalks or heat tracing.<br>• The north-south pedestrian connector in the Amended Phase One of the CSP will provide access from Sierra Nevada Road to the hotel pool complex, |

| | | |
|---|---|---|
| | | but will not connect to the northern property boundary. |
| 3.5.5 | Storm Drainage | • The project will meet Town drainage standards and requirements. |
| 3.5.6 | Sewer and Water | • The project will meet all applicable Mammoth Community Water District standards and requirements as determined through the construction permit process. |
| 3.5.7 | Dry Utilities | • Undergrounding of on-site overhead utilities serving the site shall not be required. |
| 3.5.8 | Phasing | • The Amended Phase One of the CSP shall be constructed in one phase, as determined by the owner after consultation with the Town. |
| 3.5.9 | Public Facilities | • The food and beverage garden along Old Mammoth Road need not be hardscaped. |
| 3.6 | Community Benefits | • The community benefits required by the CSP will not be provided as part of Amended Phase One but may be required upon future redevelopment of the site. |
| 4.1 | Consistency with the 2007 General Plan | None. |
| 4.2 | Consistency with the NOMR District Study | None. |
| 4.3 | Consistency with the Municipal Code | None. |
| 5.1 | Land Use Objectives, Policies, and Standards | • No underground parking is required.<br>• No residential units (other than workforce housing) are required.<br>• The north-south pedestrian connector need not connect to the northern property boundary. |
| 5.2 | Development Standards | • See the Development Standards Table for Details. |
| 5.2.1 | Land Use Designations | • The location and description of the uses shall not apply to the Amended Phase One of the CSP. |
| 5.2.2 | Permitted Uses | • Condominium hotel uses may be permitted subject to use permit and subdivision map approval.<br>• ~~Permitted uses for h~~ Hotel operations may include the construction or placement of ~~3~~10 resort cabins |

| | | |
|---|---|---|
| | | and 20 units within 5 four-plex ("Villas") structures that are affixed to foundations. |
| 5.2.3 | Density | None. |
| 5.2.4 | Site Coverage | None. |
| 5.2.5 | Building Separation | None. |
| 5.2.6 | Building Height | • The maximum building height for resort cabins and Villa structures shall be 35 feet. |
| 5.2.7 | Setbacks | • Setbacks for buildings and vehicles are set forth in the Development Standards table above. |
| 5.2.8 | Parking | • Parking shall meet the requirements set forth in the 2016 Clearwater Specific Plan unless a Parking Reduction is approved pursuant to MC Section 17.44.040. Underground parking shall not be required. |
| 5.2.9 | Snow Storage and Removal | None. |
| 5.2.10 | Signage | None. |
| 5.2.11 | Lighting | None. |
| 5.2.12 | Public Art | • No specific requirements for public art |
| 5.2.13 | Additional Standards and Requirements | None. |
| 6.0 | Design Guidelines | • Final design of the cabins, Villas, and site amenities will be determined through the Design Review process. |
| 7.0 | Housing | • The Amended Phase One of the CSP shall provide on-site workforce housing for a minimum of five hotel employees and shall otherwise comply with the Town's Housing Ordinance. No parking shall be required for on-site workforce housing units. |
| 8.1 | Recreation | None. |
| 8.2 | Conservation and Open Space | None. |
| 8.3 | Noise | None. |
| 8.4 | Safety | None. |
| 9.1 | Maintenance | • The hotel owner/operator shall maintain the hotel property and improvements. |

| | | |
|---|---|---|
| 9.2 | Construction and Drainage | • No off-site drainage systems shall be required. |
| 9.3 | Site Utilities | • The project will meet all applicable utility requirements as determined during the construction permit process. |
| 10.0 | Administrative Procedures | • Use Permit and Design Review approval shall be required prior to construction of the Amended Phase One project. |

# ATTACHMENT 6

# Application Narrative

# PROJECT NARRATIVE

## Background

In 1967, the Sierra Nevada Lodge opened on Old Mammoth Road, where it operated largely unchanged for more than 40 years. In 2008, a new owner set out to develop a mixed-use resort on the site, consistent with the vision and goals of the General Plan. In 2009, the owner applied for, and the Town Council approved, the Clearwater Specific Plan ("CSP") to accommodate the owner's development plan for the proposed resort. The owner then applied for, and the Planning and Economic Development Commission approved, a conditional use permit ("CUP") for a mixed-use resort called "Old Mammoth Place." The approved project included 340 condo-hotel units, 488 lodging rooms, eight on-site workforce housing units, three outdoor public events plazas, 20,000 square feet of retail space, 17,000 square feet of restaurant space, 9,500 square feet of conference space, a 4,500 square-foot spa and wellness center, an ice rink, a pool and hot tubs, and an underground parking garage to accommodate 488 vehicles.

During the seven-year period following the approval of Old Mammoth Place, the owner failed to secure financing for the proposed project. Therefore, in August 2016, the owner sought to bolster the project's economic viability by securing amendments to the CSP and CUP. These amendments included increasing the building height to 80 feet, significantly expanding the residential square footage, increasing underground parking capacity to 610 spaces, and removing the on-site workforce housing requirement.

Despite these efforts, financing for Old Mammoth Place remained unattainable throughout the next five years. Therefore, the owner pivoted his focus to refreshing the existing hotel rooms and renovating the restaurants and public spaces at Sierra Nevada Lodge. Consequently, the vision and goals for the site, as outlined in the General Plan, remained unfulfilled, and Old Mammoth Road continued to struggle to meet the needs and expectations of visitors and locals alike.

## Waterton's Redevelopment of the Site

In 2021, WH SN Mammoth LLC ("Waterton") purchased the site and set out to expand, renovate, and rebrand the Sierra Nevada Lodge in a manner that could be financed. Waterton then applied for and obtained an amendment to the CSP ("Phase One Addendum") to accommodate a less dense and lower-scale expansion and renovation of the site, while leaving open the possibility that Old Mammoth Place could still be developed if it ever became financially feasible. Waterton then obtained Design Review approval and a Conditional Use Permit for the renovations, and made substantial investments to expand and upgrade the hotel, restaurant, and public spaces, and to create a dynamic outdoor food and entertainment venue along the Old Mammoth Road. Specifically, Waterton:

- Updated and enhanced all of the hotel's entryways, lobby areas, public spaces, and accommodations;
- Added twenty family-friendly Villa units and ten cabin units to the hotel inventory;
- Created a new restaurant and bar called "Bar Sierra" with an expanded outdoor seating deck;
- Created a food and beverage garden and events venue along Old Mammoth Road, which is served by Bar Sierra and a food truck stationed at the corner of Old Mammoth Road and Sierra Nevada Road.
- Upgraded and increased the capacity of the event and meeting space at the site;
- Created a new wine bar in the hotel lobby;
- Installed a new and enlarged pool and hot tub;
- Created multiple landscaped social and amenity areas;
- Provided on-site workforce housing for a minimum of five hotel employees; and
- Constructed a new sidewalk along Laurel Mountain Road, for the full length of the site, which supports the Town's Safe Routes to Schools Initiative.

Waterton's redevelopment of the site was the first major expansion and renovation of a hospitality project in Mammoth in decades. It transformed the site into a contemporary, full-service family resort, and made significant strides toward achieving the General Plan's goals for the Old Mammoth Road ("OMR") District, including increased hotel occupancies and a revitalized streetscape.

**The Villas**

Waterton's redevelopment of the site included the construction of five four-plex buildings that contain 20 family-oriented lodging units called the "Villas." Throughout the entitlement and redevelopment process, Waterton intended to own and operate the entire site as a traditional hotel. However, the quality and configuration of the Villas soon led to a number of unsolicited requests from hotel guests for Waterton to convert the Villas into condominium-hotel units.

The sale of the units would present guests a unique opportunity to invest in the OMR District, thereby contributing to its enhancement and sustainability. The sale of units would also bolster the long-term stability and viability of the resort, creating a mutually beneficial arrangement for both new unit owners and the local community. Moreover, more than two-thirds of the site would still remain available for redevelopment if the property owner were to pursue a scaled-down version of Old Mammoth Place if it were to become financially feasible.

The proposed subdivision of the Villas for condominium hotel purposes would not have a material impact on hotel operations because use of the Villas will be restricted to transient occupancy. Transient occupancy restrictions mean and include: (i) owner and guest stays will be limited to 30-days maximum per stay, without limitation on number of stays per year; and (ii) each Villa will remain available for rental by the general public when the Residence is not owner or guest occupied; (iii) such restrictions are severable in the event of a determination that a

restriction is found unenforceable, void or unconstitutional and subject to Town procedures whereby an owner can seek a waiver of transient occupancy restrictions due to hardship, change of circumstances, or other material grounds. In addition to the transient occupancy restrictions set forth in Town zoning, the Town's restrictions on transient occupancy will be included the governing CCRs of the Villas to ensure that the Villas' primary use remains transient occupancy.

**Waterton's Entitlement Applications**

Waterton's goals are to establish "condominium hotel" units as a permitted use for the Villas, as currently permitted under the CSP, and to allow each of the Villas to be marketed for sale. To accomplish those goals, Waterton requests the Town to: (i) amend the Phase One Addendum to allow the Villas to be used and sold as condominiums; and (ii) approve a Tentative Tract Map to document the conversion of the Villas to condominiums.

**Conformance to the General Plan**

The Town's General Plan identifies three core principles applicable to the OMR District: (1) create walkable communities; (2) maintain mountain town character; and (3) provide economic viability. Waterton's redevelopment of the site conforms to each of these principles through the creation of a vibrant, walkable site that maintains the character of Mammoth Lakes while laying a solid foundation for sustained economic viability.

**Compliance with the CSP**

The Municipal Code states that the OMR District "is intended to encourage a mix and intensity of uses in a pedestrian-scaled environment at a scale and form that is appropriate to its neighborhood context and adjacent residential uses and forms." The CSP is consistent with the General Plan. Residential condominiums are permitted uses within the CSP and, therefore, the conversion of the Villas to condominiums will comply with the permitted uses in the CSP.

The CSP and Phase One Addendum provide development standards for the site, including allowable density and building height. The CSP allows density of up to 340 condominiums and 488 guestrooms. The Phase One Addendum allows building heights up to 35 feet. The 20 Villas do not exceed 35 in height and, therefore, the Villas comply with the allowable density and development standards in the CSP and Phase One Addendum.

**Public Benefits**

Waterton's redevelopment efforts have attracted both locals and visitors to the upgraded hotel facilities, leading to increased activity for local businesses and playing a key role in the revitalization of the OMR District. Moreover, the project has actively fostered community engagement and inclusivity by providing spaces for social gatherings, cultural events, and recreational activities. The site is emerging to be a downtown hub for both residents and visitors, promoting social interaction and economic vitality throughout the year. Prompted in part by

Waterton's investment in the project, neighboring properties are now pursuing enhancement and redevelopment, contributing to the overall appeal and sustainability of the OMR District, and aligning closely with the vision and goals outlined in the General Plan.

**Compliance Agreement**

Waterton acknowledges the Compliance Agreement dated January 9, 2024, and affirms its commitment to address and resolve all items outlined within that agreement by January 9, 2025. The Outbound Hotel property is currently operating with a Temporary Certificate of Occupancy (TCO) due to outstanding conditions of approval and Building Division requirements that must be fulfilled prior to the issuance of a permanent Certificate of Occupancy by the Town.

As required by Municipal Code Section 17.08.020 – Requirements for Development and New Land Uses, all previous Town approvals and agreements must be adhered to before any alterations to land use can occur. Consequently, Waterton shall address and resolve all action items identified in the Compliance Agreement, including the conditions of approval imposed by PEDC Resolution #2022-03.

# ATTACHMENT 7

# PUBLIC COMMENT LETTERS

| | |
|---|---|
| **From:** | Nolan Bobroff |
| **To:** | Kimberly Cooke |
| **Subject:** | Fw: district zoning amendment 24-001 |
| **Date:** | Wednesday, December 11, 2024 8:43:41 AM |

—

Nolan Bobroff
CED Director
Town of Mammoth Lakes
(760) 965-3631

**From:** Michael Vanderhurst <MVanderhurst@VisitMammoth.com>
**Sent:** Wednesday, December 11, 2024 8:02:58 AM
**To:** Nolan Bobroff <nbobroff@townofmammothlakes.ca.gov>
**Subject:** FW: district zoning amendment 24-001

**[EXTERNAL EMAIL]**

Just making sure you got this

**Michael Vanderhurst**
**Vice President, Global Tourism**
**Mammoth Lakes Tourism**
+1-760-709-6384 Cell/WhatsApp
2520 Main Street (POB 48) | Mammoth Lakes, CA 93546

www.VisitMammoth.com




Plan your vacation at VisitMammoth.com

**From:** tom <tom@kittredge.net>
**Sent:** Tuesday, December 10, 2024 9:08 PM
**To:** Michael Vanderhurst <MVanderhurst@VisitMammoth.com>; dvereuck@townofmammothlakes.ca.gov; cfleming@townofmammothlakes.ca.gov; eckertinmmth@verizon.net; lgrand@townofmammothlakes.ca.gov
**Cc:** kcooke@townofmammtohlakes.ca.gov
**Subject:** district zoning amendment 24-001

To all:

This concerns the request of Clearwater Specific Plan, Zoning Amendment (DZA) 24-001, Tentative Tract Map (TTM) 24-003 and Use Permit (UPA) 24-004 for the Outbound Hotel Villas Project. These are not Hotel Villas, these are market rate condo's that should not be carved out of the DA.

To start off with a summary of my thoughts that this is a typical money grab by a developer that is asking for forgiveness instead of preparing up front for permission in the development of these 20 units and the amendments, tract map and use permit described above.

I will highlight my concerns for your consideration and I am sorry that I can not attend this meeting in person. I will attempt to keep this as brief as possible.

To begin please look at the ariel map provided in your packet and you will see some of the issues such as set back on the north side of these units that would have never been approved if requested to build as such. This map also shows the difficulty in the egress through this property to access the other units that are rentals and commercial food service plus the special events that have already been scheduled on this property on the old mammoth rd. side. All of this would have had issues with planning had it been proposed in this manner.

Technical merits for discussion:

SB7 – have these units meet the Required Plumbing Code that a standalone condo project would have to comply with?

Are the proper Water Bill Metering and sub meters in place

Has this complied with a private unit development?

Snow Management Plan – has this been established and that land been taken away from the Outbound Hotel as snow storage. These properties next to each other can only share so much in this re configuration of land use. Has this been presented?

Set backs on the North side of this property to other rental units seem much closer that required and will this set a new precedent for other developers?

Has there been a White paper to the Dept of Real Estate, along with a new sub div. map?

How will this affect the Clearwater DA. We have seen issues with other DA agreements in town when there is no time limit and changes are brought to the planning commission. In this original DA a carved out build of 20 units was never on the table.

How will an HOA of a 20-unit complex share in egress, costs of repairs, snow removal and storage.

Were there not supposed to be covering on the H-VAC units that face south and at best are un sightly?

The Tavern Rd. access was planned by the town for access to the entire property, can this condo complex now gate the access to other parts of this property closing off the old

mammoth parking and access to the restaurant and food truck located on old mammoth? If the property line is drawn to exclude this parking, then it cannot be allowed for the balance of the property.

Finally, I am reminded that these units were going to be developed as temporary units while the new owner of the property and DA were going to figure out highest and best use.

Don't let the town be hood winked by this proposal, this is a DA that was to stay whole and not get divided into small pieces that will create a big problem while a developer leaves with pile of profit from asking for forgiveness instead of permission.

Please deny this request and at least address some of these issues along with the future rules of this existing DA with the Clearwater Specific Plan.

Thank you
Tom Cage
Concerned Citizen

I have no property ownership within 1000 feet, on old mammoth and no business interest with any businesses that are connected with this project or affected by this project.

**From:** Garry Oye
**To:** Kimberly Cooke
**Subject:** Outbound Hotel Villas Project
**Date:** Sunday, February 9, 2025 10:45:17 AM

You don't often get email from garry.oye@gmail.com. Learn why this is important

**[EXTERNAL EMAIL]**

Proposal: subdivide 5 four-plexes into 20 condominium hotel units that may be sold individually.

Currently the operation, upkeep & maintenance rests with one owner. Much easier to ensure compliance. When you create 20 ownerships, it will become much more difficult to ensure compliance.

Old Mammoth Lakes Road is a gateway and the scenic integrity should be maintained. Strict occupancy & use requirements must go along with this transfer of ownership. How will the 20 units be managed to maintain the current look & feel of the development.
One person buys a unit, then rents the unit, and the requirements drift away.

Also concerned about added traffic to Old Mammoth Rd. The addition of Grocery Outlet driveways has really made that end of Old Mammoth Rd. congested & dangerous. Access & parking should be ONLY on Laurel Mountain Road.

Garry Oye
Owner: Sierra Manors Condo, 165 Old Mammoth Rd.

*Garry Oye*
Bishop, California

# TOWN COUNCIL STAFF REPORT

Title: Staff Adjustments – Mid Year review FY24-25

Meeting Date: March 19, 2025

Prepared by: Rob Patterson, Town Manager

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## RECOMMENDATION:

Receive presentation on suggested updates to Town staffing and provided consensus to staff on recommendations.

## BACKGROUND:

The FY24-25 budget reflected minor adjustments to staffing to improve the delivery of core services. These updates have been successfully implemented as the year has progressed. To address evolving needs and respond to developments, staff are recommending several mid-year staffing adjustments to streamline work plans and provide needed capacity. In some instances, the proposed adjustments are in response to pending retirement plans, in others there is a need to step into a space where challenges with our federal partners staffing may impact our recreation economy. The recommendations below are more about investing in specific areas to build upon existing capacity rather than permanent addition of staff. The net change in staff is two additional positions, that will be needed for the calendar year 2025, and these positions are expected to complete their assignments by December 2025. The rest of the adjustments are to existing staff members, additional assignments, and to augment service delivery.

## ANALYSIS:

Over the past few years, strategic steps have been taken in the growth of Town core services, providing additional resources in areas that will provide the greatest benefit to the community. Below is a summary of each recommended position change or addition for FY24-25.

**Public Works – Fleet Organization**

The Town's Fleet Superintendent, Lon Adams, is planning to retire in December 2025, after 25 years of service to the Town. His retirement will represent a loss of significant professional and institutional knowledge for our organization. In response to this loss, the leadership team has devised a plan that will set up the fleet team for a successful transition to new leadership, while providing opportunities for mentorship and knowledge transfer. The first element of this plan is to establish a new management structure for the department. In FY23-24, the Town updated the management structure in Public Works and Parks Maintenance developing a Maintenance Superintendent position. This position had a shared responsibility for both Parks and Roads and partnership with fleet, with the expectation it would be responsible for both elements in the future. With Lon's pending

retirement, a significant amount of his responsibilities would be transferred to a Fleet Manager position initially under the Public Works Director but ultimately under the Maintenance Superintendent. This Fleet Manager position is expected to be filled with a promotion of an existing staff member. This will open up a Mechanic position with the Town, that will need to be filled through a normal recruitment process. The Town currently has two Mechanic Trainee positions with a desire to convert one of those positions to a Mechanic position. This allows for increased responsibility within the department. The Fleet Manager would immediately assume responsibility for day-to-day operations of the fleet team.

These adjustments would provide the fleet team with full implementation of the operational structure expected beyond Lon's retirement, in approximately 9 months. For the remainder of his time with our organization, Lon will be tasked with providing hands-on mentorship for the rest of the team. The goal is for individual development and a transfer of institutional knowledge. This is an exciting opportunity for Lon and a fitting way to acknowledge his contribution to the team, leaving a legacy for his efforts. The net cost of this plan is approximately $150,000 for the one year of implementation. The bulk of this cost is the duplication of leadership roles on the fleet team, with smaller amounts based on elevation of the Mechanic Trainee to Mechanic. The Town has existing salary savings to address this adjustment for the remainder of FY24-25 and a long-term adjustment will be made in the budget plans for FY25-26.

**Office of Outdoor Recreation – Organizational Updates**

Since the inception of the Office of Outdoor Recreation in 2022 as an evolution of the Trails Manager position in place previously, the duties, responsibilities, and expectations of this department have grown. Staff are taking on more implementation, on-the-ground efforts with expanded trail development, and grooming programs. The original intent of the department included relationship development, interagency coordination, and project management efforts. The bulk of the achievements thus far have been in the management of the trails system and the Outdoor Recreation Manager needs more time available to achieve those larger elements of his position. To achieve success on both fronts, the leadership team has a plan to provide opportunities to existing staff by elevating the Outdoor Recreation Coordinator position to Trails Program Manager, addressing contract and program management. The existing Trails Program Manager position would be converted to Trails Implementation Manager. The two positions would work in conjunction on the work programs of the Mammoth Lakes Trails System but would provide specialized focus in those assigned areas. The Trails Implementation Manager position would be focused on construction, vegetation management and wildfire mitigation, and administration of maintenance and grooming crews. The Trails Program Manager would focus on the management of all contractors, updates to planning documents, stewardship, host programs and community events. These adjustments can be implemented without additional staff, and only a minor increase in the staff cost.

**Administration – Administrative Coordinator**
The administrative team (Town Manager's Office, Town Clerk, Human Resources) has been working on a plan to create additional capacity for project management. In 2019, the Town created an Assistant Clerk position to help with the various clerk duties associated with NGOs and public meetings. Since that creation, the job has evolved into general administrative support and more duties are being placed on the position. At the same time, duties of the Assistant to the Town Manager have grown in recent years with full-time assignments requiring almost all available time for this important position. There is a strong need to augment project management capacity within the Administrative Department, to accelerate work plans that usually fall within the Town Manager area of focus. To create this capacity, the leadership team devised a plan where some duties within the department can be redistributed to existing staff, with an elevation of duties, responsibility and pay. The creation of the Administrative Coordinator position would replace the Assistant Clerk position, utilizing the existing staff. This will shift some additional responsibilities back onto the Town Clerk position to support this overall plan. This adjustment will result in no additional staff and a slight increase in staff costs for both Administration and Town Clerk.

**Office of Outdoor Recreation – Temporary Maintenance Worker I**
The impact on the U.S. Forest Service's (USFS) ability to deliver their core work programs is significantly impacted by the new administration's reduction in workforce efforts. The Town works closely with the USFS in coordination of effort and will need to provide additional support to limit potential impacts to our visitors' experience. The Town has been working closely with our USFS partners to develop a plan where the Town will hire a position with the intent of completing work programs similar to a Recreation Technition position within the USFS. This position would be responsible for restroom cleaning and trash removal and will have a direct influence on visitor experience. The USFS does have one full-time position that will focus on areas outside of Town, with this proposed position focused within our area of influence. This is a summer seasonal position and will be filled in the May timeframe to be prepared for a successful summer season. There is a possibility that these positions may need to be filled in future years, but our focus is only for summer 2025 at this time.

## FINANCIAL CONSIDERATIONS:
There are adequate salary savings in FY24-25 to accommodate these recommended changes without allocation of additional funds. As staff develops the budget for FY25-26, these roles will be incorporated at the new rates.

# TOWN COUNCIL STAFF REPORT

Title: Presentation on budget performance through the second quarter FY24-25 and approval of Budget Amendments.

Meeting Date: March 19, 2025

Prepared by: Rob Patterson, Town Manager

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## RECOMMENDATION:

Receive the second quarter Fiscal Year 24-25 Budget Report and adopt the proposed resolution amending the Fiscal Year 24-25 budget as recommended in Attachment A – Budget Adjustments.

## BACKGROUND:

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

## ANALYSIS/DISCUSSION:

The budget process for FY24-25 was a continued strategic growth for key revenue elements like Transient Occupancy Tax (TOT), property tax, sales tax, and other elements tied to visitation. The Town came off a near record year for TOT collection, representing solid visitation numbers with slightly elevated lodging rates. The TOT collected is a factor of both visitation and the nightly rates charged. Operators were reporting a shift in strategy with the declined consumer activity, with a true shoulder period between summer and winter. Post election and a nice winter start seemed to carry the holiday season in spite of average winter snowfall results. Key winter storms, during high visitation time like President's weekend seem to be delivering results. Outlook for the remainder of winter is good with late season storms expected in March that should deliver great results for the remainder of the year.

**Transient Occupancy Tax**

The primary revenue driver for the General Fund is Transient Occupancy Tax (TOT). The lighter winter for early 2024, provided for normal seasonal change through winter, spring and summer. We did set a record for TOT revenue in August but the remaining months before winter showed a slight decline from the previous year. The uncertainty of a federal election seemed to produce a general malaise in consumer activity. The winter season did kick off with a later November winter storm that kicked the holiday

season into high gear producing great results for December and January. To date, our TOT collection is $603,374 or 4.1% ahead of last year with an estimate of $5M in unallocated TOT revenue year to date. The chart below shows how the adopted budget of $18.5M was distributed across each month, using a three-year average performance per month. Staff distribute the budgeted revenue to easily assess the current year performance in a volatile revenue stream. The distribution of budgeted TOT revenue is as follows:

**Transient Occupancy Tax**

**Revenue Budget Distribution**

| Month | Budget Distribution | | Actual | Variance | Estimate |
|---|---|---|---|---|---|
| July | 9.2% | $ 1,704,000 | $ 2,274,839 | $ 570,839 | |
| August | 7.6% | $ 1,412,000 | $ 1,960,670 | $ 548,670 | |
| September | 3.8% | $ 694,000 | $ 1,290,607 | $ 596,607 | |
| October | 3.4% | $ 623,000 | $ 1,014,988 | $ 391,988 | |
| November | 5.1% | $ 941,000 | $ 919,486 | $ (21,514) | |
| December | 12.0% | $ 2,225,000 | $ 3,773,571 | $ 1,548,571 | |
| January | 13.7% | $ 2,540,000 | $ 4,231,498 | $ 1,691,498 | |
| February | 14.5% | $ 2,674,000 | | | $ 4,000,000 |
| March | 12.2% | $ 2,259,000 | | | $ 3,500,000 |
| April | 8.5% | $ 1,573,000 | | | $ 1,900,000 |
| May | 4.2% | $ 773,000 | | | $ 900,000 |
| June | 5.8% | $ 1,082,000 | | | $ 1,300,000 |
| | | $ 18,500,000 | $ 15,465,660 | $ 5,326,660 | $ 11,600,000 |
| | | | Remaining Budget | $ 8,361,000 | |
| | | | Total TOT - Actual and Estimated | | $ 27,065,660 |
| | | | Estimated variance to Budget | | $ 8,565,660 |
| | | | **Quarter 2 Recommend TOT Increase** | | **$ 5,000,000** |

Note: Shading denotes a record for that month.

The budget of $18.5M did represent a measured growth in this revenue item, with enough return to normal visitation without closures or other pandemic effects. As stated earlier, staff did expect to exceed this budget during the fiscal year. One important element of our conservative budgeting is the willingness to make adjustments throughout the year, realizing the additional revenue and putting it to work on special projects within the Town. Staff are using the estimate above to recommend $5.0M in additional TOT revenue for the second quarter review. Staff believes there will be additional TOT revenue, estimated at $4.0 – $5.0M for budget review in the remainder of FY24-25.

The recommended increase to Transient Occupancy Tax revenue will result in additional contributions to reserve accounts for Tourism, Housing, and Transit based on Council direction and political commitments. Based on the second quarter recommendation of $5.0M, the following adjustments will be made to reserve accounts, rounded to the nearest $100.

| Reserve Components | | Amount |
|---|---|---|
| Tourism Reserve - 2.35 Points or 18.0769% of TOT | $ | 903,800 |
| Transit Reserve - .85 Points or 6.5385% of TOT | $ | 326,900 |
| Housing Reserve - .85 Points or 6.5385% of TOT | $ | 326,900 |
| | $ | 1,557,600 |

The second quarter budget presentation usually has very few adjustments to revenue outside of TOT in stronger years. This year is no different and we have only one other revenue increase to address. With continued strong interest rates, our interest revenue has exceeded budget so far this year. With some of the construction projects, we have reduced the amount on deposit, but we continue to see interest rates in the 4.5% range. We do expect the interest to produce almost $1.0M on an annual basis and we are recommending $500,000 additional revenue in the second quarter. In addition to these revenue increases, we do have a reduction in expected revenue as reimbursement from Mono County is not expected to produce for the next two years. In our contract renewal with Mono County, it was brought to our attention that the County had not billed us for our cost of operations for the animal shelter. The estimate on these unbilled portions was almost $925,000 across 20 years. Staff have presented a compromise where the Town will forgo the $175,000 annual fee to the County for the next two years as consideration for this billing discrepancy. As we had budgeted that amount in revenue for FY24-25, staff are reducing this expectation for the fiscal year and for FY25-26. In total, staff are recommending a net increase in budgeted revenue of $5,325,000 for the 2nd quarter FY24-25. The political commitments outlined above will be removed from this increased revenue leaving $3,767,400 for expenses and staff recommendations.

## General Fund

| Item | | Amount | Notes |
|---|---|---|---|
| **Revenue** | | | |
| Transient Occupancy Tax | $ | 5,000,000 | Approximately 60% of annual of expected adjustment FY24-25, Q3, Q4 still remaining |
| Interest | $ | 500,000 | CAMP and LAIF performance against limited budget expectations |
| Whitmore Pool Reimbursement | $ | (175,000) | County agreement |
| | $ | 5,325,000 | |
| **Political Commitments** | | | |
| Tourism Reserve- 2.35 Points or 18.0769% of TOT | $ | 903,800 | Based on $5M additional TOT realized above |
| Transit Reserve - .85 Points or 6.5385% of TOT | $ | 326,900 | |
| Housing Reserve - .85 Points or 6.5385% of TOT | $ | 326,900 | |
| | $ | 1,557,600 | |
| Funds Available for allocation | $ | 3,767,400 | |

**General Fund - Expenditures**

The second quarter's update is early enough in the year, so that there are very few expenditure items that have exceeded their expected budgets, usually due to some extenuating circumstance or unanticipated needs. This year there are a number of projects and new programs that have produced additional expenditures in FY24-25 . Staff have done a review of all General Fund expenditures to date and have the following recommended updates:

**General Fund - Expenditure**

Through January 31, 2025

| Item | Current Budget | Requested Change | Amended Budget | |
|---|---|---|---|---|
| Town Clerk - Codification | $ 5,000 | $ 9,000 | $ 14,000 | Code updates |
| Human Resources - Contractual Services | $ - | $ 15,000 | $ 15,000 | Neogov Platform |
| Human Resources - Recruiting | $ 20,000 | $ 20,000 | $ 40,000 | Finance Director Recruitment |
| Information Technology - Contract Services | $ 8,000 | $ 110,000 | $ 118,000 | Quickbase programs and CRIS Radio System install |
| Police - Overtime | $ 150,000 | $ 160,000 | $ 310,000 | Shift Change and other factors |
| Police - Contract Services | $ 104,000 | $ 25,000 | $ 129,000 | Incident Management costs |
| Police - Garage Vehicle Service | $ 45,000 | $ 65,000 | $ 110,000 | Vehicle Upfit |
| Police - Firearms | $ 15,000 | $ 25,000 | $ 40,000 | Patrol Rifle replacement $20k |
| Arts & Culture - Maintenance Supplies | $ 5,000 | $ (5,000) | $ - | Facility not open |
| Arts & Culture - Contractual Services | $ 5,000 | $ 20,000 | $ 25,000 | Funding for Endowment Administration |
| Arts & Culture - Membership, dues, subscriptions | $ 3,000 | $ (3,000) | $ - | Facility not open |
| Arts & Culture - Training & Meetings | $ 2,000 | $ (2,000) | $ - | Facility not open |
| Arts & Culture - Machinery & Equipment Non Cap | $ 40,000 | $ (40,000) | $ - | Facility not open |
| Facilities Maintenace - Contractual Services | $ 42,000 | $ 48,000 | $ 90,000 | Program enhancements - year 1 |
| Facilities Maintenance - Public Utilities | $ 55,000 | $ 60,000 | $ 115,000 | Switch for Generator at Town Offices |
| Total Expenditure Adjustments | | $ 507,000 | | |

The expenditure updates listed above have unique circumstances for each item. In most cases, they were not known at the point in time when the budget was created. Key items to note include the Information Technology contract services that cover development of the software programs like Certified Properties and our building permit application process. The Police Department overtime is driven by shift change and coverage needs while members were on temp disability or injury leave. The Arts and Culture budget anticipated the Town taking ownership of the Mammoth Lakes Foundation property and operating the Edison Theater for part of the year. The one area where we do have charges is the management of the endowment including advertising and marketing efforts. The facility maintenance position is in year one and costs of activities are still in development as the year progresses. In total the additional expense of these elements is $507,000 and covering these additional expenses will reduce available funds to $3,260,400.

## Staff Recommendations

| Staff Recommendations | | | |
|---|---|---|---|
| Fund 245 - Housing Now! - Programs | $ | 1,000,000 | Parcel Phase III |
| Capital Project - CRC - Phase II Enhancement | $ | 530,400 | Interior structures, visitor and staff accommodations and contingency |
| Capital Project - 2025 Roads Work | $ | 500,000 | Continue Roads and MUP rehabilitation work for summer 2025 |
| Master Planning Efforts | $ | 300,000 | Parks & Recreation in 2025 |
| Capital Project - CRC - Phase II Close Out | $ | 280,000 | Current Project |
| Capital Project - Round-a-bout design Minaret & Meridian | $ | 220,000 | Project roughly $392k with STIP at $180K |
| Wildfire - MLFPD work crews | $ | 200,000 | MLFPD - Fuels mitigation work for summer 2025, 4 seasonal positions |
| Whitebark Support for Finance Director | $ | 150,000 | Joint with Mono County, was awarded in FY23-24 but not expended until current fiscal year |
| Wildfire - Parcel Level work | $ | 50,000 | Misc Expenses and Software investments. |
| Capital Project - Whitmore Park Ball Field #3 | $ | 30,000 | Rehabilitation |
| Total Staff Recommendations | $ | 3,260,400 | |
| Undesignated General Fund Balance | $ | - | |

**Housing Now! Parcel Phase III - $1,000,000**

The Parcel Phase III is the home ownership phase of the project. The plan is for the development of approximately 42 units of a mix of two- or three-bedroom units that would be for sale to local workforce employees with income in the 150% - 200% of Area Median Income (AMI). These units are similar to those produced for small site development, like 60 Joaquin. The target sales price is $550,000 - $600,000 with a required subsidy of $150,000 - $200,000 per unit. The Town has previously set aside $7.0M for the subsidy portion of this plan. This additional funding would assist in infrastructure costs for this phase. Staff are also recommending $250,000 from Housing Reserve to fund the design elements necessary to deliver appropriate units, both sale price, quality of life, and fit for community expectations.

**Capital Projects – CRC Phase II close out and enhancement work – $280,000 and $530,400**

Phase II construction is underway and progressing slowly and methodically. A majority of the items have been completed, with many on-going, while others have been impacted by poor workmanship from the previous contractor or delayed due to unforeseen circumstances. Completed items include the mechanical enclosure roofing, parking lot lights, facility-wide flooring, exterior pergola, upper locker room decking and access improvements for elevated viewing, bleacher purchase and installation and sound mitigation for the chiller. On-going work items include the installation of the modular staff offices & furniture (DIRTT & PIVOT Contract), scheduled to be installed this spring when the facility closes for the winter. Office work also includes electrical, HVAC and fire sprinkler connections to the offices, including the installation of the office T-bar ceilings. The stairs for the bleachers and ADA lift are in production and once on-site, will be installed. During this period of time, there have been several items that required a change in scope, such as the concession area, pergola sign lettering, safety netting and

enhanced plexiglass player/scorer table screens, and the use of laminated glass for the railing to name a few. As such, an existing funding gap of $280,000 remains to complete Phase II construction.

Town staff are also requesting several facility enhancements identified from Phase II that will significantly improve the operations, aesthetics and efficiency of the Community Recreation Center (CRC) for year-round use. These items are listed in detail below with a funding estimate of $510,000.

| CRC WORK ITEMS | ESTIMATE |
|---|---|
| **PHASE II PROJECT CLOSE-OUT:** | $280,000 |
| **PHASE II ENHANCEMENTS:** | $510,000 + Contingency $20,400 |
| | |
| **GUEST SERVICE/RENTAL COUNTER** | $150,000 |
| **FACILITY SOUND ENHANCEMENT** | $42,000 |
| **MAMMOTH RECZONE EXTERIOR SIGN** | $10,000 |
| **SEASONAL RINK CONVERSION/CURLING SHEET** | $75,000 |
| **WEST WALL SCREEN** | $61,000 |
| **STAFF OFFICE AIR CONDITIONING** | $20,000 |
| **HMC ARCITECT ADDITIONAL DESIGN SERVICES** | $152,000 |
| | |

**GUEST SERVICE/RENTAL COUNTER**

The proposed guest service/rental counter in the north lobby is a scaled down version of the original design that incorporated office space for staff, a rentals area and a dedicated concession area for food and beverage sales. The original design was removed from Phase I to bring the project within budget based on the funds allocated by the Town Council for the construction of the facility. This proposed version is similar in design to the original version and integrates with the soon to be installed DIRTT office area located adjacent to the counter area and better serves and enhances the needs of staff, while providing greater public space and a heightened guest experience versus the original design.

The counter area includes custom designed case work, movable shelves, several drawers and durable counter tops that will incorporate point of sale systems, ADA access and a flip shelf for access. Toe kick heaters for staff will be installed (max. winter temperature inside the facility is 45 degrees) and a prominent overhead store front will enhance the guest experience with elevated signage, creating improved wayfinding and an improved sense of arrival for the public. HMC estimated the cost at $152,000, based on the actual cost of work currently being undertaken by the contractor.

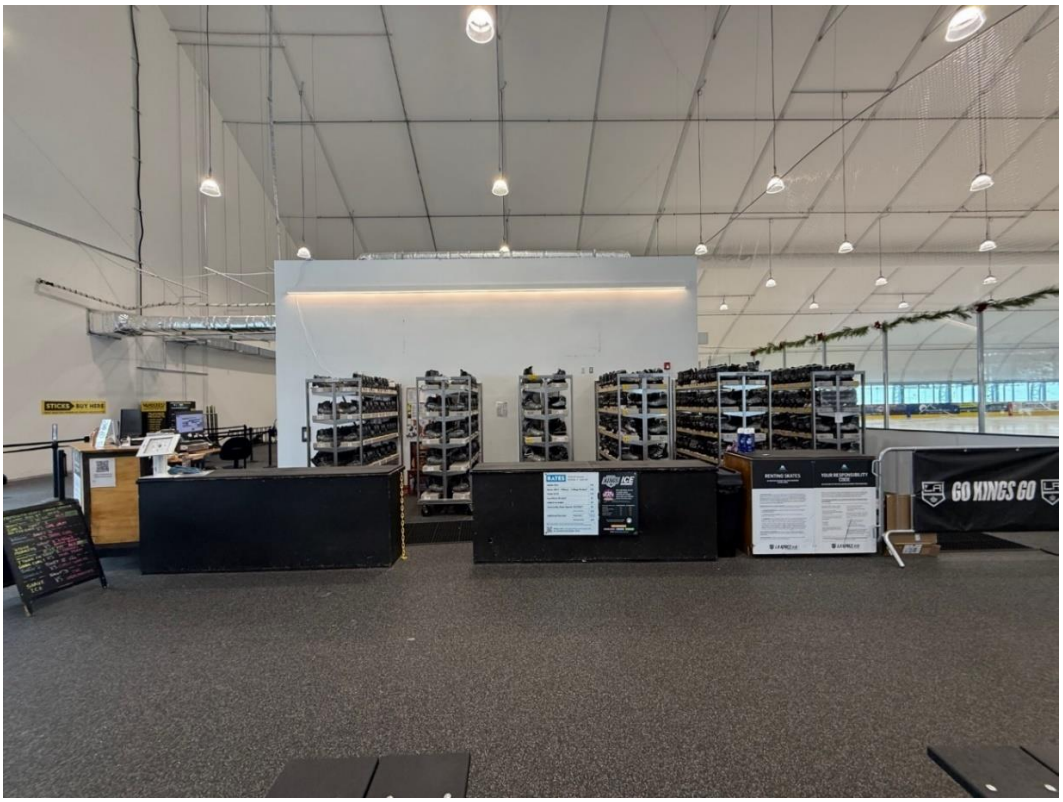
**Original Phase I Design Renderings**



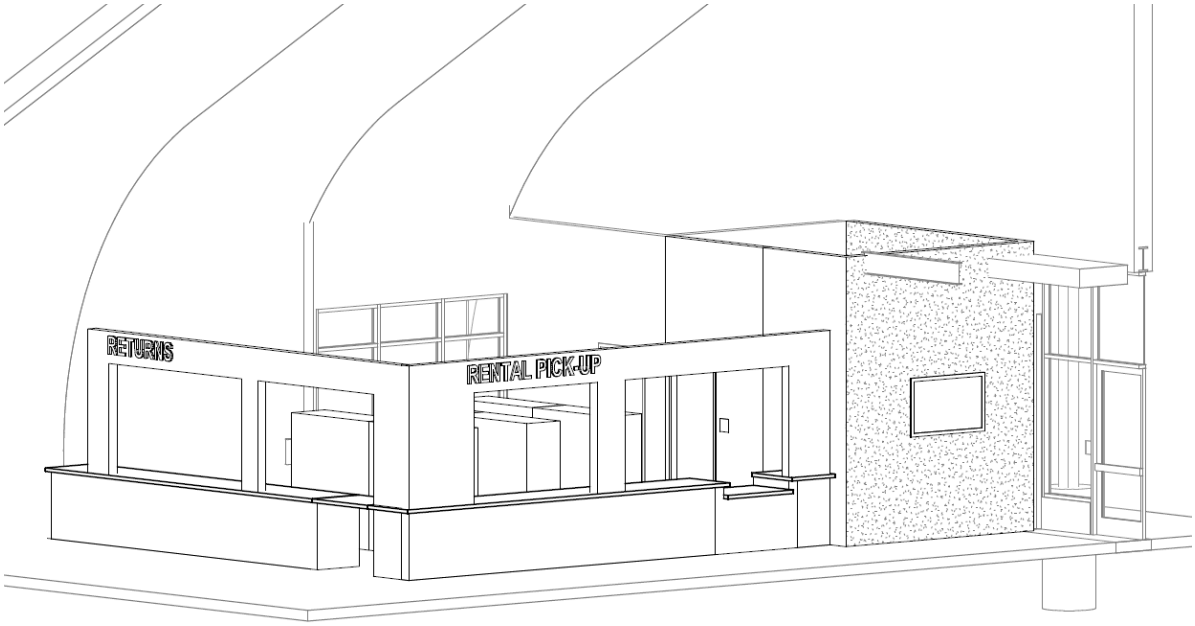


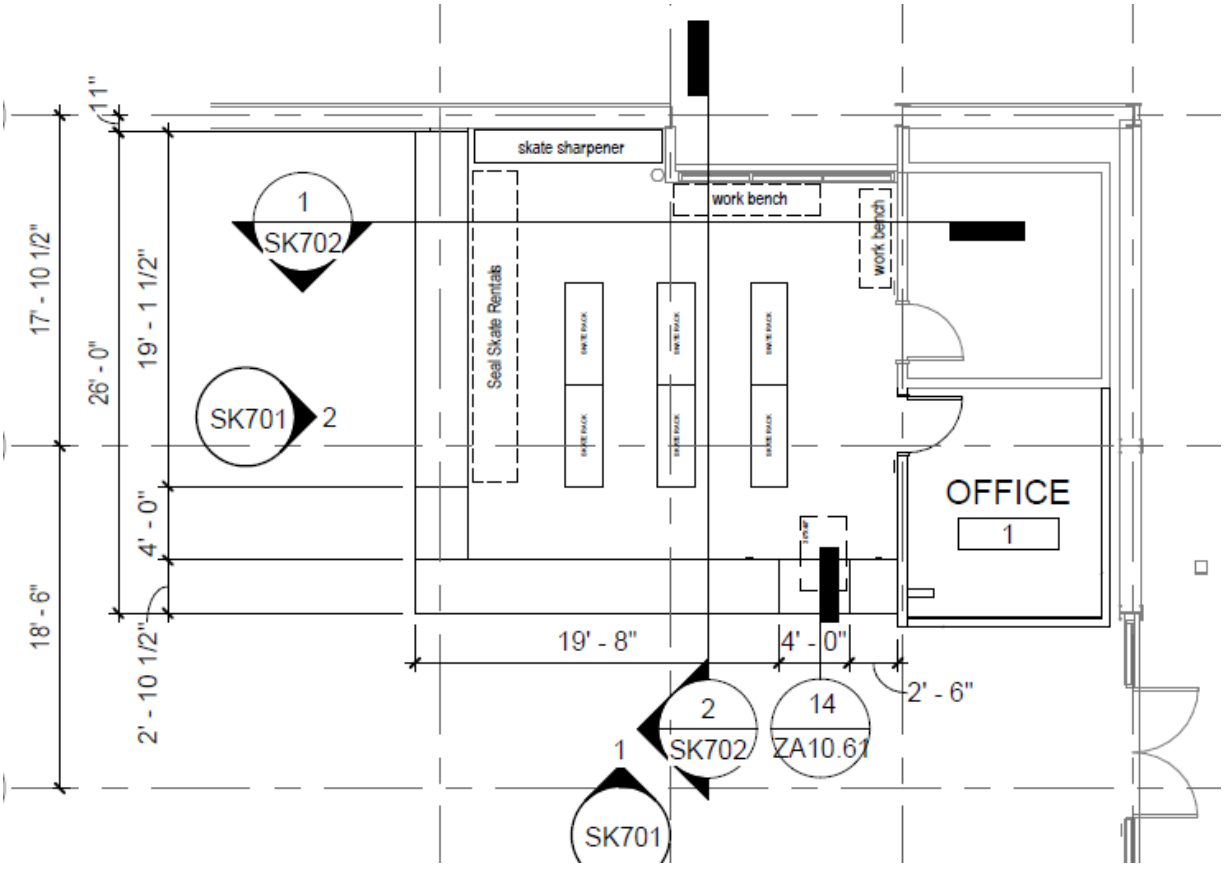
**Existing “Temporary” Layout**



**Proposed New Front Counter Design**



## FACILITY SOUND ENHANCEMENT

After operating for the past 18 months, it is apparent that the specified and budgeted sound system does not meet the needs of the facility or expectations of our many users. The sound system is barely adequate for the rink area and is severely limited by the glass and dasher boards that surround the rink and restricts the amplification of quality sound into and throughout the north and south lobby areas. As a short-term fix, the Town borrowed subwoofers and additional speakers placing them above the locker rooms, but with the installation of the new bleachers, this area is no longer available or suitable for these speakers.

This past month, the Town solicited assistance from an audio engineer from Daktronics and Brian Knowles from Eastern Sierra Audio who evaluated the facility and recommended equipment that will both augment the existing system and enhance high speech intelligibility and quality music reproduction throughout the facility. The enhancements will also enable control of the speakers in the rink/reczone area with a separate control for the speakers in the north and south lobby areas. The estimated cost for equipment and installation is $42,000.

**Daktronics Custom Indoor Sound System**

- Two (2) Dual 15" Subwoofers
- Two (2) JBL – J' Shaped Column Loudspeaker Speakers
- Two (2) JBL – Low Frequency Extension for JBL Speaker
- One (1) JBL 2 Channel Mixer
- Audio Cabling, On-Site Installation Supervision & Commissioning, Engineering, Shipping to Site, and One (1) Year Parts and Labor Service

## MAMMOTH RECZONE SIGN

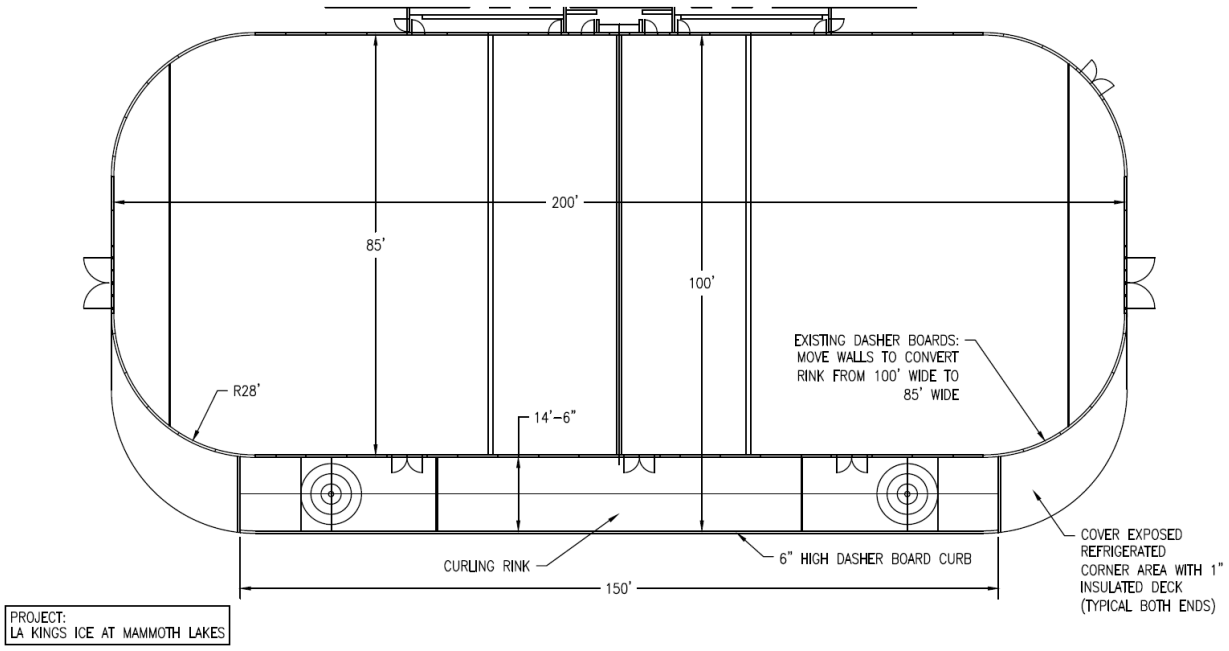
Staff are recommending an exterior facility sign for the Mammoth RecZone be placed at the entrance to the facility to complement the new larger LA Kings sign. Design work is underway with an estimate of $10,000 to construct the sign. Staff will install the sign and place solar lights for illumination at night. Placement of Mammoth RecZone Sign is illustrated below:



## OLYMPIC-NHL RINK CONVERSION / DEDICATED CURLING SHEET

The purpose of the conversion of the ice rink in winter from Olympic size (100'x200') to a smaller NHL size (85'x 200') is to maximize the use of our one sheet of ice and increase programming opportunities for all user groups. In our second year of operations, we are experiencing a significant increase and growth in all ice sport categories. This includes public skating, youth and adult ice hockey, skate lessons, ice rentals and curling.

A layout of the rink conversion is illustrated below.




Most ice rinks in their third season would look to build another ice sheet but we don't have this option. We can, however, accommodate increasing demand for ice time by converting one large sheet of ice into two sheets of ice. The smaller ice sheet (15'x150') would create a dedicated curling sheet allowing for the significant growth of curling in Mammoth Lakes. Currently, due to competing demands for ice time, league curling can only be programmed on Sunday night with drop-in curling scheduled on Monday at lunchtime, with Community Curling nights scheduled once every month on Wednesday evening. The dedicated curling sheet would be programmed and available for use during the CRC's operating hours, simultaneously with other uses programmed on the skating sheet, greatly adding to the growth and interest in curling. For example, we could significantly increase the leagues from 13 teams to up to 20 teams based on a dedicated curling sheet. There is also interest in starting a Mammoth Lakes Curling Club, which would greatly benefit the community, as programming, leagues, lessons and tournaments would be facilitated by the club, with support from the Town.

The NHL regulation rink, similar in size to the old outdoor ice rink, would still be able to accommodate public skate, and lessons, but would significantly enhance the hockey experience for all ages as the majority of USA Hockey games, including the Olympics, are now played on NHL sized rinks. In addition, the LA Kings have expressed interest in utilizing the facility for pre-season training in September which would require an NHL rink.

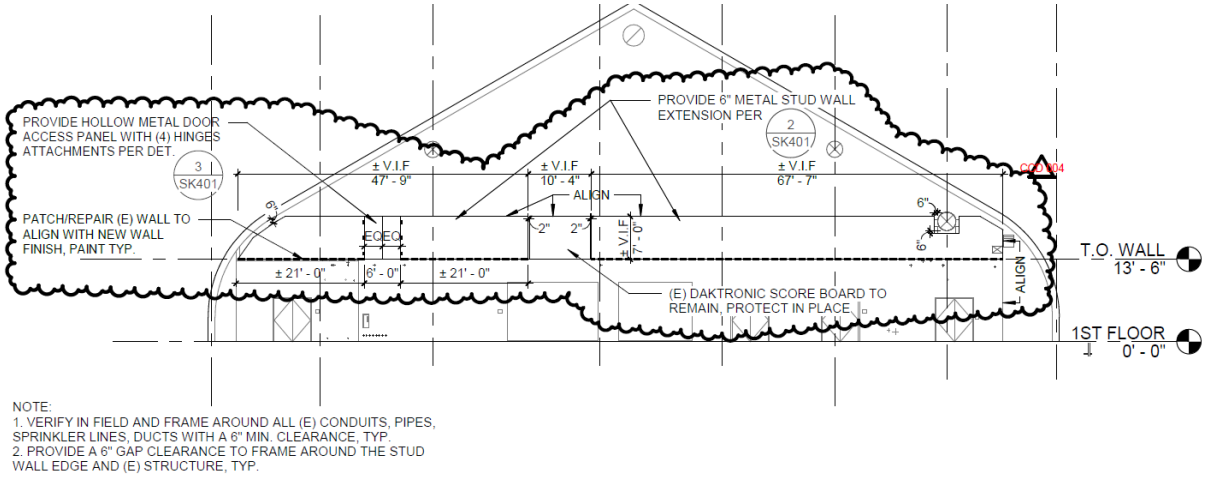
The one-time cost for the rink conversion material is $52,000, with a one-time labor cost of $23,000 to convert the rink from Olympic size to NHL size. Town Staff will manage the conversion of the rink back to an Olympic size in summer for the installation of the Sport Court and convert the rink back to NHL in September for winter operations.

## WEST WALL SCREEN

This project satisfies several concerns and needs of the facility. The first is to maximize the available "second floor" storage space above the west end Zamboni, storage, mechanical and electrical rooms by installing a 7-foot-high wall screen to block the guests' view of the mechanical equipment. The addition of an access door provides the opportunity to store seasonal equipment on this large 20' x 120' elevated space.

The second benefit is the ability to hang Mammoth Lakes Youth Hockey and Bishop High School hockey tournament banners on the wall showcasing the success and growth of our local teams.

Finally, the large scoreboard will be integrated into the west wall screen providing a higher quality and more visually appealing aesthetic for the facility and thousands of users. The funding estimate from the contractor is $61,000.



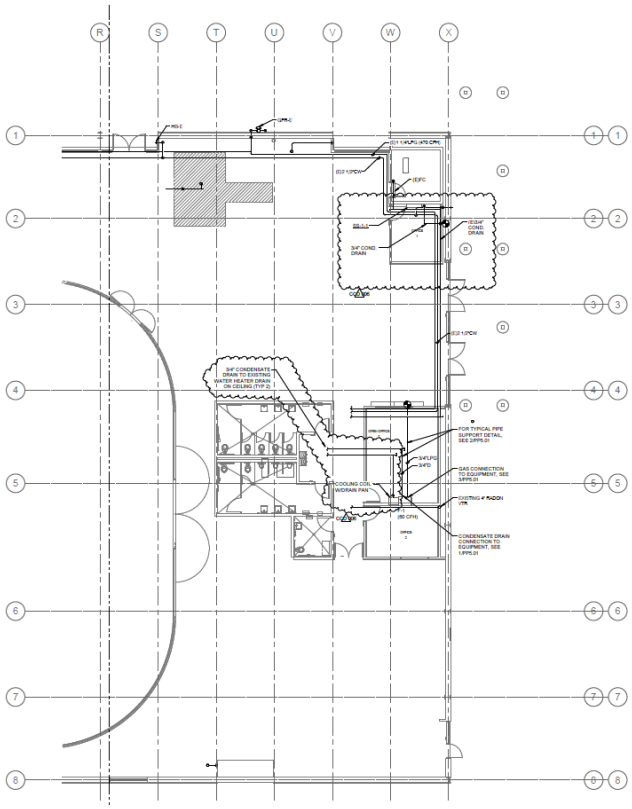

NOTE:
1. VERIFY IN FIELD AND FRAME AROUND ALL (E) CONDUITS, PIPES, SPRINKLER LINES, DUCTS WITH A 6" MIN. CLEARANCE, TYP.
2. PROVIDE A 6" GAP CLEARANCE TO FRAME AROUND THE STUD WALL EDGE AND (E) STRUCTURE, TYP.

**West Wall Elevation - Parapet Wall Extension** **1** 1/16" = 1'-0"



## STAFF OFFICE AIR CONDITIONING

The existing design and installation of the DIRTT offices for staff in the facility were specified with heating, but without air conditioning. Staff are correcting this oversight and are requesting funding in the amount of $20,000 to install split A/C systems in the smaller operations office (adjacent to the Data room) and for the larger Parks and Recreation Department counter and supervisor/manager office space (adjacent to the lobby restrooms).



## HMC ARCHITECT ADDITIONAL DESIGN SERVICES

The current agreement with HMC Architects covers previously authorized scope of work and needs to be updated to include design and construction administration support services for the additional scope items contemplated in this staff report. Staff are recommending a $152,000 set aside for architectural design services.

**Capital Project – Roads and MUP Rehabilitation - $500,000**

Project includes a variety of asphalt rehabilitation on roads and multi-use paths throughout Mammoth Lakes, including but not limited to pulverizing existing AC pavement, recompacting base, placing new hot mix asphalt, and milling asphalt. The bulk of this project was completed in 2024 except for numerous alternatives. Funding was not available last year to exercise those alternatives. This year staff has included these efforts with other asphalt projects across Town. In total staff will include almost $4.0 million in work, with primary funding provided by Gas Tax Road reimbursements. This $500,000 contribution from the General Fund will round out the funding gap for the overall project. Staff will provide a presentation on the planned projects at the 3/19 Town Council meeting. More details on the overall project included in discussion below on Fund 210 – Gas Tax.

**Planning Efforts – Parks & Recreation Master Plan - $300,000**

Several of the Town's master planning projects have fulfilled original plan designs and are in need of refresh over the next several years. The Parks & Recreation Department is most poised to begin this effort in FY25-26. Much work has been completed in developing an evolution of the current plan for future needs. During this work effort, staff will identify planning and engagement strategies that will be used on all future master planning update projects. This planning effort and the resultant master planning document will take approximately 18 months to accomplish.

**Capital Project – Round-about design for Minaret & Meridian - $220,000**

Staff have been working on a solution for the intersection of Minaret and Meridian that will increase traffic flow while addressing the unique challenges of the area. The traffic lights are currently on recall with a flashing 4-way stop intended to handle the lighter traffic times. A round-about has been used to great success in our sister city of Truckee. These funds will combine with STIP funds of $180,000 to fulfill the estimated projects cost of $392,000. The construction of the roundabout will be a part of larger grant funding anticipated in coming years.

**Wildfire Mitigation – MLFPD Summer Work Crews - $200,000**

The Mammoth Lakes Fire Protection District (MLFPD) has hired summer seasonal work crews for a number of years. These teams work to support clearing projects in various areas around Town and in the urban interface with the forest. MLFPD is also engaged with the Town, Whitebark Institute, Mammoth Community Water District, and Mammoth Disposal in a project focusing on wildfire mitigation. Part of the output of this project is developing executable plans for homeowners and neighborhood groups. Part of the support for these efforts is an enhancement to the seasonal work force. MLFPD has planned to hire 8 seasonal workers, and the Town funds will provide 4 additional staff for this effort.

**Wildfire Mitigation – Support for Whitebark Finance Director - $150,000**
In FY23-24 the Town Council allocated $150,000 as a grant to Whitebark Institute for the purpose of hiring a Financial Director. This amount covers the 3-year period and has matching funds from Mono County. While these funds were allocated in FY23-24, they were not expended until our current fiscal year. The previous allocation was not carried over and therefore reverted to General Fund, fund balance. This allocation will re-allocate the funding to cover the expenditure incurred this year.

**Wildfire Mitigation – Parcel Level Hardening - $50,000**
The efforts of the wildfire taskforce described above will require some software subscriptions and other support functions for successful implementation. The allocation of $50,000 should cover these expenses, including community meetings and events. The program is intended to make a significant headway in preparation for higher risk of mid-summer. In addition to immediate mitigation efforts, the team hopes to build a scalable and duplicatable program into other areas of the Eastern Sierra.

**Capital Project – Whitmore Park Ballfield #3 - $30,000**
Last year the Town completed a successful and large rehabilitation of ballfield #2, fixing grade issues, installing new DG and infield mix to level the ball field with new chain link fencing to maximize the programing of this field for multiple user groups. This new project on ball field #3 (High School baseball field) is significantly smaller in scale and includes installing new high-quality infield mix and removing turf to level the infield and outfield transition. Staff will be performing all work associated with this project. In addition to the ballfield rehabilitation work, funds include the purchase and installation of one (1) Outdoor Bottle Filler/Filling Station on the existing snack shack and four (4) extra heavy-duty rectangular 8-foot picnic tables to enhance the picnic area located at the south end of the Whitmore Track and Sports Field.

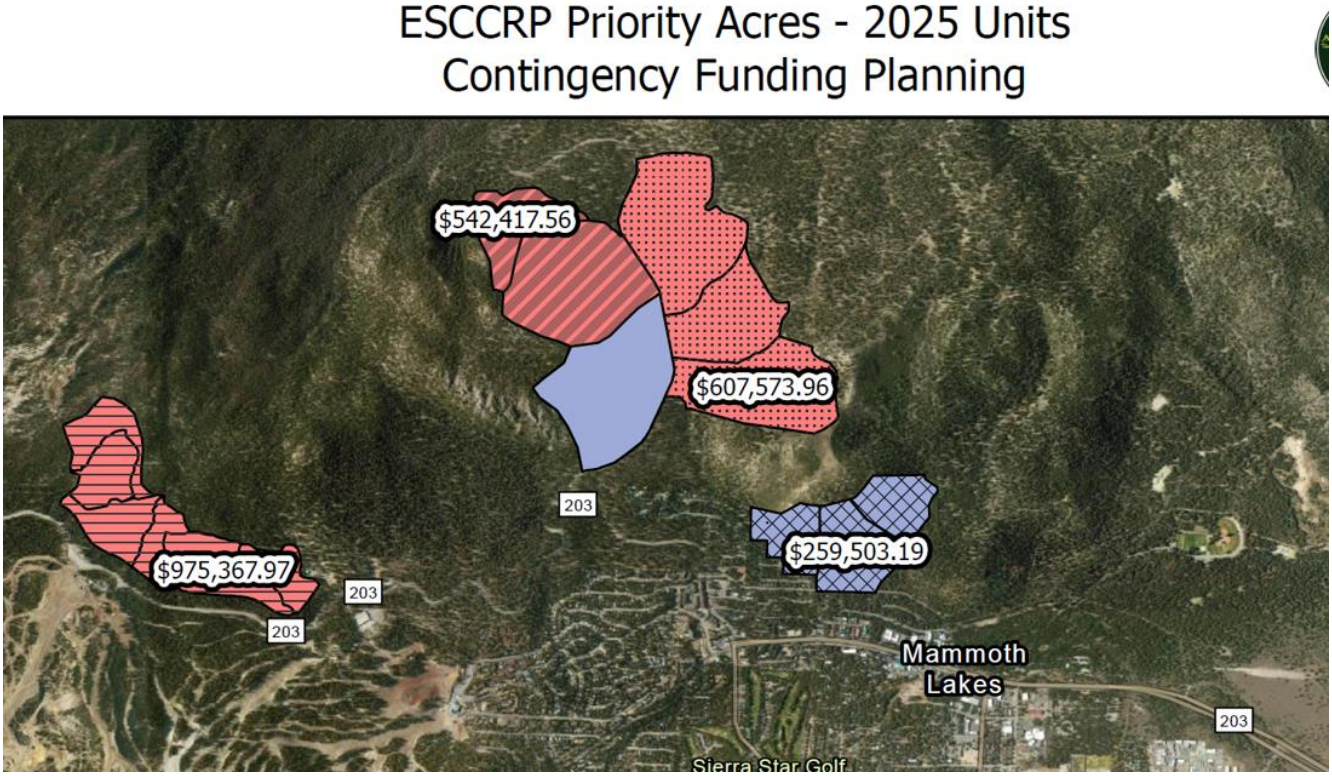
**Tourism Reserve**
The tourism reserve was established to provide funding for tourism expenditures and is based on the normal allocation of TOT for tourism which is 2.35 points or 18.08% of TOT collected. This is considered a political commitment established by the Town Council to ensure tourism-related activities, and more recently housing activities, have a stable funding source. With the passing of Measure L and the Town Council dedicating 100% of all funds collected from the measure to Housing, staff is adjusting recommendations for these Tourism based funds. The distribution from the unallocated TOT was $903,800 for the second quarter. Staff is recommending $610,000 be allocated to wildfire mitigation and $255,000 for commercial air service.

**Tourism Reserve**

| Item | | Amount | Notes |
|---|---|---|---|
| **Revenue** | | | |
| Allocated Reserve Elements - 2nd Qtr. | $ | 903,800 | |
| | $ | 903,800 | |
| **Staff Recommendations** | | | |
| Wildfire Mitigation - Whitebark | $ | 610,000 | Specific Parcel work near Knolls - Allocated Federal funds frozen |
| Air Subsidy - Commercial (BIH) Service MOU | $ | 255,000 | Town Contribution to Winter ($200k)and extension of Summer ($55k) |
| Remaining Reserves from 2nd quarter allocation | $ | 38,800 | |

**Wildfire Mitigation – Whitebark ESCCRP - $610,000**

It is recognized that wildfire poses a significant threat to the investments the Town is making in our housing stock. The main effort in wildfire protection, the ESCCRP has been successful in treating acres around Town. In preparation for another successful season of treatments, Whitebark identified specific treatment areas, worked with vendors on a bidding process and received favorable bids to accomplish the work. Everyone is ready to go but Federal funding is currently frozen. With uncertain funding, these bids cannot be awarded, a season of work is in jeopardy and lack of execution may cause damage to relations with service providers. One of the treatment areas, adjacent to the Knolls neighborhood, listed as $607,573.96 on the chart below, is of particular interest to the Town, creating a nexus for Town funding.



Staff will work with Whitebark on an agreement for application of these funds as well as facilitate conversations with other partners to address funding issues with other sections.

**Air Subsidy – Commercial Service BIH (United) - $255,000**

Staff have been working for a few years with the Eastern Sierra Air Alliance in the development of air service. The focus for the Town has been to assist in funding a recovery of charter air service into Mammoth Yosemite Airport. In partnership with Mammoth Lakes Tourism (MLT) and Inyo County, staff will bring forward a memorandum of understanding on commercial air service at the 4/2/2025 Town Council meeting. Two areas of participation identified by local agencies are the contribution of $200,000 for winter air service and $55,000 for extension of summer air service through 10/5/2025. Similar contributions are proposed from Inyo County in these areas with the bulk of funding coming from MLT.

**Destination Management Plan - $200,000**

In September 2024 the Town Council voted to award $200,000 from the Tourism reserve to develop a Destination Management Plan. This project will leverage the work conducted as part of the Visit California State Tourism Master Plan, while connecting to unique circumstances for the Town of Mammoth Lakes. The end result will be a 5-year plan for the development of amenities to support visitation as well as marketing focus. The stipulation on the award of those funds was to gain commitment from other agencies, including Federal partners, on participation in this plan. With significant reduction in capacity of the Forest Service and the need to move forward with this plan, staff are asking for the stipulation to be removed from the allocated funding, allowing us to move forward on our own. As the funds are currently allocated for this purpose, the funds are not requested from the current allocation.

**Housing Reserve**

The housing reserve was established to provide funding for housing expenditures and is based on the normal allocation of TOT for housing which is .85 points or 6.54% of TOT collected. This is considered a political commitment established by the Town Council to ensure housing activities have a stable funding source. The allocation from the excess TOT was $326,900 for the second quarter. Staff has recommended $250,000 be allocated to Housing Now! programs, specifically for Parcel Phase III design.

**Housing Reserves**

| Item | | Amount | Notes |
|---|---|---|---|
| **Revenue** | | | |
| Allocated Reserve Elements - 2nd Qtr. | $ | 326,900 | Commitment to housing |
| | $ | 326,900 | |
| **Staff Recommendations** | | | |
| Fund 245 - Housing Now! - Programs | $ | 250,000 | Parcel Phase III - Design |
| Remaining Reserves from 2nd quarter allocation | $ | 76,900 | |

**Other Funds**

Staff have reviewed all funds in preparation for this Town Council update. In all other funds, there are no adjustments that require attention at this time.

## OPTIONS ANALYSIS

**Option 1:** Receive the second quarter Fiscal Year 24-25 Budget Report and adopt the proposed resolution amending the Fiscal Year 24-25 budget as recommended in Attachment A – Budget Adjustments.

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

# *FY24-25 Budget Presentation*

*Second Quarter Update*

**Rob Patterson**

Town Manager

March 19, 2025

Mammoth Lakes™
CALIFORNIA

# Transient Occupancy Tax

## Transient Occupancy Tax

**Revenue Budget Distribution**

| Month | Budget Distribution | | Actual | Variance | Estimate |
|---|---|---|---|---|---|
| July | 9.2% | $ 1,704,000 | $ 2,274,839 | $ 570,839 | |
| August | 7.6% | $ 1,412,000 | $ 1,960,670 | $ 548,670 | |
| September | 3.8% | $ 694,000 | $ 1,290,607 | $ 596,607 | |
| October | 3.4% | $ 623,000 | $ 1,014,988 | $ 391,988 | |
| November | 5.1% | $ 941,000 | $ 919,486 | $ (21,514) | |
| December | 12.0% | $ 2,225,000 | $ 3,773,571 | $ 1,548,571 | |
| January | 13.7% | $ 2,540,000 | $ 4,231,498 | $ 1,691,498 | |
| February | 14.5% | $ 2,674,000 | | | $ 4,000,000 |
| March | 12.2% | $ 2,259,000 | | | $ 3,500,000 |
| April | 8.5% | $ 1,573,000 | | | $ 1,900,000 |
| May | 4.2% | $ 773,000 | | | $ 900,000 |
| June | 5.8% | $ 1,082,000 | | | $ 1,300,000 |
| | | $ 18,500,000 | $ 15,465,660 | $ 5,326,660 | $ 11,600,000 |
| | | | Remaining Budget | $ 8,361,000 | |
| | | | Total TOT - Actual and Estimated | | $ 27,065,660 |
| | | | Estimated variance to Budget | | $ 8,565,660 |
| | | | **Quarter 2 Recommend TOT Increase** | | **$ 5,000,000** |

Note: Shading denotes a record for that month.



Mammoth Lakes CALIFORNIA

# General Fund Revenue

## Transient Occupancy Tax

Through January 31, 2025

| Item | | Amount |
|---|---|---|
| Adopted Budget FY24-25 | $ | 18,500,000 |
| Budget Adjustment - Quarter 1 | $ | - |
| Modified Budget | $ | 18,500,000 |
| Actual Through January 31, 2025 | $ | 15,465,660 |
| Recommended Budget Increase 2nd Qtr. FY24-25 | $ | 5,000,000 |
| Total Amended TOT Budget | $ | 23,500,000 |
| Estimated revenue for February - June 2025 | | $11.5 - 12.0M |

| Reserve Components | | Amount |
|---|---|---|
| Tourism Reserve - 2.35 Points or 18.0769% of TOT | $ | 903,800 |
| Transit Reserve - .85 Points or 6.5385% of TOT | $ | 326,900 |
| Housing Reserve - .85 Points or 6.5385% of TOT | $ | 326,900 |
| | $ | 1,557,600 |



Mammoth Lakes CALIFORNIA

# General Fund Revenue

## Other Revenue

Through January 31, 2025

| Item | Current Budget | Requested Change | Amended Budget |
|---|---|---|---|
| Interest | $ 100,000 | $ 500,000 | $ 600,000 |
| Whitmore Pool Reimbursement | $ 175,000 | $ (175,000) | $ - |
| Total Other Revenue adjustments | | $ 325,000 | |

## Summary General Fund Revenues

| Item | Amount |
|---|---|
| Transient Occupancy Tax | $ 5,000,000 |
| Other Revenue | $ 325,000 |
| General Fund Adjustments - Revenue | $ 5,325,000 |



Mammoth Lakes CALIFORNIA

# General Fund Expenditures

## General Fund - Expenditure

Through January 31, 2025

| Item | Current Budget | Requested Change | Amended Budget | |
|---|---|---|---|---|
| Town Clerk - Codification | $ 5,000 | $ 9,000 | $ 14,000 | Code updates |
| Human Resources - Contractual Services | $ - | $ 15,000 | $ 15,000 | Neogov Platform |
| Human Resources - Recruiting | $ 20,000 | $ 20,000 | $ 40,000 | Finance Director Recruitment |
| Information Technology - Contract Services | $ 8,000 | $ 110,000 | $ 118,000 | Quickbase programs and CRIS Radio System install |
| Police - Overtime | $ 150,000 | $ 160,000 | $ 310,000 | Shift Change and other factors |
| Police - Contract Services | $ 104,000 | $ 25,000 | $ 129,000 | Incident Management costs |
| Police - Garage Vehicle Service | $ 45,000 | $ 65,000 | $ 110,000 | Vehicle Upfit |
| Police - Firearms | $ 15,000 | $ 25,000 | $ 40,000 | Patrol Rifle replacement $20k |
| Arts & Culture - Maintenance Supplies | $ 5,000 | $ (5,000) | $ - | Facility not open |
| Arts & Culture - Contractual Services | $ 5,000 | $ 20,000 | $ 25,000 | Funding for Endowment Administration |
| Arts & Culture - Membership, dues, subscriptions | $ 3,000 | $ (3,000) | $ - | Facility not open |
| Arts & Culture - Training & Meetings | $ 2,000 | $ (2,000) | $ - | Facility not open |
| Arts & Culture - Machinery & Equipment Non Cap | $ 40,000 | $ (40,000) | $ - | Facility not open |
| Facilities Maintenace - Contractual Services | $ 42,000 | $ 48,000 | $ 90,000 | Program enhancements - year 1 |
| Facilities Maintenance - Public Utilities | $ 55,000 | $ 60,000 | $ 115,000 | Switch for Generator at Town Offices |
| Total Expenditure Adjustments | | $ 507,000 | | |



Mammoth Lakes CALIFORNIA

# General Fund Summary

| Item | | Amount | Notes |
|---|---|---|---|
| **Revenue** | | | |
| Transient Occupancy Tax | $ | 5,000,000 | Approximately 60% of annual of expected adjustment FY24-25, Q3, Q4 still remaining |
| Interest | $ | 500,000 | CAMP and LAIF performance against limited budget expectations |
| Whitmore Pool Reimbursement | $ | (175,000) | County agreement |
| | $ | 5,325,000 | |
| **Political Commitments** | | | |
| Tourism Reserve- 2.35 Points or 18.0769% of TOT | $ | 903,800 | Based on $5M additional TOT realized above |
| Transit Reserve - .85 Points or 6.5385% of TOT | $ | 326,900 | |
| Housing Reserve - .85 Points or 6.5385% of TOT | $ | 326,900 | |
| | $ | 1,557,600 | |
| Funds Available for allocation | $ | 3,767,400 | |
| **Expenditure Adjustments by Department** | | | |
| Town Clerk | $ | 9,000 | Details on Expenditure Tab |
| Human Resources | $ | 35,000 | |
| Information Technology | $ | 110,000 | |
| Police Departement | $ | 275,000 | |
| Arts & Culture | $ | (30,000) | |
| Facilities Maintenance | $ | 108,000 | |
| Total Expenditures | $ | 507,000 | |
| Funds Available after Expenses | $ | 3,260,400 | |



Mammoth Lakes CALIFORNIA

# Staff Recommendations

| Staff Recommendations | | | |
|---|---|---|---|
| Fund 245 - Housing Now! - Programs | $ | 1,000,000 | Parcel Phase III |
| Capital Project - CRC - Phase II Enhancement | $ | 530,400 | Interior structures, visitor and staff accommodations and contingency |
| Capital Project - 2025 Roads Work | $ | 500,000 | Continue Roads and MUP rehabilitation work for summer 2025 |
| Master Planning Efforts | $ | 300,000 | Parks & Recreation in 2025 |
| Capital Project - CRC - Phase II Close Out | $ | 280,000 | Current Project |
| Capital Project - Round-a-bout design Minaret & Meridian | $ | 220,000 | Project roughly $392k with STIP at $180K |
| Wildfire - MLFPD work crews | $ | 200,000 | MLFPD - Fuels mitigation work for summer 2025, 4 seasonal positions |
| Whitebark Support for Finance Director | $ | 150,000 | Joint with Mono County, was awarded in FY23-24 but not expended until current fiscal year |
| Wildfire - Parcel Level work | $ | 50,000 | Misc Expenses and Software investments. |
| Capital Project - Whitmore Park Ball Field #3 | $ | 30,000 | Rehabilitation |
| Total Staff Recommendations | $ | 3,260,400 | |
| Undesignated General Fund Balance | $ | - | |



Mammoth Lakes CALIFORNIA

# Gas Tax Summary

## Fund 210 - Gas Tax

| Item | Amount | Notes |
|---|---|---|
| **Revenue** | | |
| Snow Removal Reimbursement | $ 1,440,000 | Two factors, higher expenses in prior year, funds witheld from FY22-23 based on potential FEMA reimbursement |
| | $ 1,440,000 | |
| Funds Available for allocation | $ 1,440,000 | |
| **Expenditure Adjustments by Department** | | |
| Street Maintenance | $ 50,000 | Overtime and Public Utilities |
| Transfer Out | $ 123,000 | Assessment District allocation of received funds for Snow Removal Reimbursement |
| Total Expenditures | $ 173,000 | |
| Funds Available after Expenses | $ 1,267,000 | |



Mammoth Lakes CALIFORNIA

# Staff Recommendations

| Staff Recommendations | | | |
|---|---|---|---|
| Capital Project - Complete MUP Reconstruction | $ | 1,500,000 | The planned projects were alternates for the 2024 program but not funded at that time. |
| Capital Project - Slurry and Fog Seals | $ | 1,000,000 | Cycle to slurry every road in Town every 5 years. Prolong ashpault life. Town wide paint striping a part of this contract |
| Capital Project - Parking Lots at parks | $ | 500,000 | Project work would complete Shady Rest and possibly Whitmore parking lots. |
| Capital Projects - Road work - targeted relacement | $ | 500,000 | Larger repair to sections of roads and intersections townwide |
| Capital Project - Town Yard asphalt rehab | $ | 250,000 | This effort will complete 20% of the yard and will need funding across multiple years to complete. |
| Total Staff Recommendations | $ | 3,750,000 | |
| Change in Fund Balance | $ | (2,483,000) | |
| **Other sources of funding for these projects** | | | |
| Fund 210 Available Fund Balance | $ | 2,425,424 | |
| Road Rehab Budget FY24-25 | $ | 580,000 | |
| Contribution from General Fund | $ | 500,000 | |
| Remaining Fund Balance | $ | 1,022,424 | Target minimum of $1M in reserve |



Mammoth Lakes CALIFORNIA

# Housing & Tourism Reserve

## Tourism Reserve

| Item | | Amount | Notes |
|---|---|---|---|
| **Revenue** | | | |
| Allocated Reserve Elements - 2nd Qtr. | $ | 903,800 | |
| | $ | 903,800 | |
| **Staff Recommendations** | | | |
| Wildfire Mitigation - Whitebark | $ | 610,000 | Specific Parcel work near Knolls - Allocated Federal funds frozen |
| Air Subsidy - Commercial (BIH) Service MOU | $ | 255,000 | Town Contribution to Winter ($200k)and extension of Summer ($55k) |
| Remaining Reserves from 2nd quarter allocation | $ | 38,800 | |

## Housing Reserves

| Item | | Amount | Notes |
|---|---|---|---|
| **Revenue** | | | |
| Allocated Reserve Elements - 2nd Qtr. | $ | 326,900 | Commitment to housing |
| | $ | 326,900 | |
| **Staff Recommendations** | | | |
| Fund 245 - Housing Now! - Programs | $ | 250,000 | Parcel Phase III - Design |
| Remaining Reserves from 2nd quarter allocation | $ | 76,900 | |

| Housing Now funding sources breakdown | | | |
|---|---|---|---|
| General Fund | $ | 1,000,000 | Parcel Phase III - Construction |
| Housing Reserve | $ | 250,000 | Parcel Phase III - Design |
| | $ | 1,250,000 | |



Mammoth Lakes CALIFORNIA

Attachment A

# BUDGET TRANSFER

**Date of Request: 3/19/2025**

**Requested By:** Rob Patterson
**Department:** Finance

| | Account Name | Fund-Dept-Account | Activity | CR Revenue Increase | DR Revenue Decrease | DR Expense Increase | CR Expense Decrease |
|---|---|---|---|---|---|---|---|
| 1 | Transient Occupancy Tax | 100-000-30604 | | (5,000,000) | | | |
| 2 | Whitmore Pool Reimbursement | 100-000-31672 | | | 175,000 | | |
| 3 | Interest | 100-000-37002 | | (500,000) | | | |
| 4 | Town Clerk - Codification | 100-414-44600 | | | | 9,000 | |
| 5 | Human Resources - Contractual Services | 100-417-43031 | | | | 15,000 | |
| 6 | Human Resources - Recruiting | 100-417-43140 | | | | 20,000 | |
| 7 | Information Technology - Contract Services | 100-418-43031 | | | | 110,000 | |
| 8 | Police - Overtime | 100-420-40113 | | | | 160,000 | |
| 9 | Police - Contract Services | 100-420-43031 | | | | 25,000 | |
| 10 | Police - Garage Vehicle Service | 100-420-43060 | | | | 65,000 | |
| 11 | Police - Firearms | 100-420-46450 | | | | 25,000 | |
| 12 | Arts & Culture - Maintenance Supplies | 100-436-42007 | | | | | (5,000) |
| 13 | Arts & Culture - Contractual Services | 100-436-43031 | | | | 20,000 | |
| 14 | Arts & Culture - Membership, dues, subscriptions | 100-436-43110 | | | | | (3,000) |
| 15 | Arts & Culture - Training & Meetings | 100-436-43150 | | | | | (2,000) |
| 16 | Arts & Culture - Machinery & Equipment Non Cap | 100-436-46200 | | | | | (40,000) |
| 17 | Facilities Maintenace - Contractual Services | 100-464-43031 | | | | 48,000 | |
| 18 | Facilities Maintenance - Public Utilities | 100-464-43404 | | | | 60,000 | |
| 19 | Staff Recommendations - General Fund | 100-599-49999 | | | | 2,560,400 | |
| 20 | Fund 245 - Housing Now! - Parcel Phase III | 245-000-39999 | | (1,000,000) | | | |
| 21 | Capital Project - CRC - Phase II Enhancement | 300-000-39999 | 43619 | (530,400) | | | |
| 22 | Capital Project - 2025 Roads Work | 300-000-39999 | | (500,000) | | | |
| 23 | Capital Project - CRC - Phase II Close Out | 300-000-39999 | 43619 | (280,000) | | | |
| 24 | Capital Project - Round-a-bout design Minaret & Meridian | 300-000-39999 | | (220,000) | | | |
| 25 | Capital Project - CRC - Whitmore Park Ball Field #3 | 300-000-39999 | | (30,000) | | | |
| 26 | Master Planning Efforts | 100-432-43031 | | | | 300,000 | |
| 27 | Wildfire - MLFPD work crews | 100-413-43031 | | | | 200,000 | |
| 28 | Whitebark Support for Finance Director | 100-413-43031 | | | | 150,000 | |
| 29 | Wildfire - Parcel Level work | 100-413-43031 | | | | 50,000 | |
| 30 | Wildfire Mitigation - Whitebark | 100-480-43031 | | | | 610,000 | |
| 31 | Air Subsidy - Commercial (BIH) Service MOU | 100-480-43031 | | | | 255,000 | |
| 32 | Fund 245 - Housing Now! - Parcel Phase III - Design | 100-445-49999 | | | | 250,000 | |
| 33 | Fund 245 - Housing Now! - Parcel Phase III - Design | 245-000-39999 | 83176 | (250,000) | | | |
| 34 | Snow Removal Reimbursement | 210-000-35412 | | (1,440,000) | | | |
| 35 | Street Maintenance - Overtime Wages | 210-450-40113 | | | | 35,000 | |
| 36 | Street Maintenance - Public Utilities | 210-450-43404 | | | | 15,000 | |
| 37 | Transfer Out - Assessment Districts | 210-599-49999 | | | | 123,877 | |
| 38 | Assessment District Snow Removal | 850-000-39999 | | (32,240) | | | |
| 39 | Assessment District Snow Removal | 853-000-39999 | | (33,767) | | | |
| 40 | Assessment District Snow Removal | 857-000-39999 | | (35,839) | | | |

| | Account Name | Fund-Dept-Account | Activity | CR Revenue Increase | DR Revenue Decrease | DR Expense Increase | CR Expense Decrease |
|---|---|---|---|---|---|---|---|
| 41 | Assessment District Snow Removal | 856-000-39999 | | (22,031) | | | |
| 42 | Capital Project - Complete MUP Reconstruction | 300-000-39999 | | (1,500,000) | | | |
| 43 | Capital Project - Slurry and Fog Seals | 300-000-39999 | | (1,000,000) | | | |
| 44 | Capital Project - Parking Lots at parks | 300-000-39999 | | (500,000) | | | |
| 45 | Capital Projects - Road work - targeted relacement | 300-000-39999 | | (500,000) | | | |
| 46 | Capital Project - Town Yard asphalt rehab | 300-000-39999 | | (250,000) | | | |
| 47 | Staff Recommendations - Gas Tax | 210-599-49999 | | | | 3,750,000 | |
| | | | | | | | |

**Political Commitments (Not Captured Above)**

| | | |
|---|---|---|
| **Remaining Tourism Revenue** | $ | 38,800.00 |
| **Remaining Housing Revenue** | $ | 76,900.00 |
| **Transit Reserve** | $ | 326,900.00 |

**Reason for Transfer:**

**Reason Budget Available:**

Increase in Revenue sources

**Funding Source**

**Department Head Signature:**

**Town Manager or Administrative Services/Finance Director Signature:**

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

**Reviewed By:**

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

**RESOLUTION NO. 25-**

RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,
ACCEPTING THE MID-YEAR UPDATE AND AMENDING THE
FISCAL YEAR2024-25 BUDGET

WHEREAS, the Town Council has adopted a Fiscal Year 2024-25 Budget; and

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

WHEREAS, the Town Council received an update from the Town Manager at the March 19th Town Council meeting regarding the financial performance though January 31, 2025; and

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

NOW, THEREFORE, BE IT RESOLVED that the Town Manager is hereby directed to make the following modifications to the FY2024-25 budget, as provided for in Attachment A.

APPROVED AND ADOPTED THIS 19th day of March 2025.

_____
CHRIS BUBSER, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Annual evaluation of the Town Manager and consideration of merit pay adjustment

**Council Meeting Date: 3/19/2025**

**Prepared by:** Rob Patterson, Town Manager

**Recommended Motion:** The evaluation and any merit pay adjustment for the Town Manager is a matter of Town Council Policy**.** The merit adjustment recommended is 5%, resulting in an annual wage of $219,558.

**Summary:** Each year the Town Council conducts a formal evaluation of the Town Manager. This evaluation is conducted pursuant to the Town Manager's employment agreement as follows:

Section 3.3.4 Merit Increase. Employee shall be eligible for a merit increase of not more than 5% based on an annual performance evaluation conducted by the Town Council. Notwithstanding the foregoing, Employee's salary will not exceed the adopted salary range for the Town Manager as it may be amended from time to time.

The current salary range for the Town Manager is $197,130 to $236,556. The Manager's current salary is $209,103. The Town Council may consider a 0 – 5% merit pay adjustment. A 5% merit would place the salary slightly above the mid-point of the salary range at $219,558. Any merit adjustment would be effective March 1, 2025, as provided in section 3.3.1. A copy of the Town Manager's employment agreement is provided for review and to be amended to reflect any change in base salary.

A-2233

# TOWN OF MAMMOTH LAKES
# EMPLOYMENT AGREEMENT
# FOR
# NON-REPRESENTED EMPLOYEE
# ROBERT PATTERSON
# TOWN MANAGER

## 1. PARTIES AND DATE.

This Employment Agreement ("Agreement") is made and entered into this 7th day of February 2024, by and between the Town of Mammoth Lakes, a municipal corporation ("Town") and Robert Patterson, an individual ("Employee"), in order to provide in writing the terms and conditions of employment for Town Manager services. Town and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties". The employment agreement in effect between Town and Employee immediately prior to the effective date of this Agreement (as set forth in Section 3.2.1) is hereby superseded as of the effective date, provided that the intention of Town and Employee is that Employee's employment shall continue uninterrupted.

## 2. RECITALS.

### 2.1 Employment of Town Manager

Town desires to employ the services of Employee as Town Manager for the Town of Mammoth Lakes and Employee desires to accept employment as Town Manager under the terms and conditions set forth herein.

## 3. TERMS.

### 3.1 Duties

3.1.1 Designated Duties. Town hereby agrees to employ Employee as Town Manager of Town to perform the functions and duties in accordance with applicable state law, the Town's Municipal Code (including, but not limited to Chapter 2.08), as well as the approved Town job description for the position. Employee shall also perform other legally permissible and proper duties and functions as the Town Council shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the Town Council pursuant to the terms and limitations of this Agreement and will be under the day-to-day supervision and direction of the Town Council.

3.1.3 Town Council Meetings. Employee shall attend all Town Council meetings, unless excused by Mayor or directed otherwise by Council.

3.1.4 Moonlighting. Employee will focus his professional time, ability, and attention on Town business during the term of this Agreement. To the extent consistent with applicable law,

Employee shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the Town Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the Town's needs and interests, for educational, charitable, community, and professional activities shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.1.5 Town Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the Town, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the Town Council, be used by Employee for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law. The terms of this Section 3.1.5 shall survive termination or expiration of this Agreement.

### 3.2 Term; Termination; Severance Pay

3.2.1 Term. This Agreement shall be effective on March 1, 2024 and continue until June 30, 2026 unless terminated or extended by the Town Council as provided herein ("Term"). In the event that Town wishes to extend the term of this agreement Town shall notify Employee prior to the expiration of this Term and Town and Employee shall thereafter negotiate in good faith concerning any extension of the term and conditions of employment, provided that Town's decision to extend the term shall be made in the Town Council's sole discretion and that a decision not to extend the term shall not be deemed a termination without cause.

3.2.2 Termination. The Parties understand and agree that the employment relationship created by this Agreement is "at-will" and that the Employee shall serve at the will and pleasure of the Town Council. The Employee may be terminated at any time for cause, with no advance notice. For purposes of this Agreement, a termination for cause shall be any termination for any cause set forth in California Government Code section 19572. In addition, the Town Council may terminate Employee without cause pursuant to section 3.2.5. This Agreement may also be terminated upon mutual agreement in writing, executed by both Parties.

3.2.3 Voluntary Termination. Employee may voluntarily terminate his employment, by resignation or retirement, at any time during the term of this Agreement, subject to at least thirty (30) days' written notice to the Town Council, unless the Town Council and Employee agree

otherwise. In such case, Town shall have no further obligation to provide payments and benefits, including severance benefits, upon the effective date of termination of employment, other than payment of accrued comprehensive leave.

3.2.4. Death. In the event the Employee dies while employed by the Town, his beneficiaries or those entitled to his estate shall be paid any earned salary and accrued comprehensive leave at the Employee's pay rate on the date of death.

3.2.5 Termination Without Cause. In addition to the other means of terminating this Agreement set forth herein, the Town Council may terminate Employee at any time without cause. In such event, Employee shall be entitled to receive a severance payment equal to twelve (12) weeks of his salary and shall upon termination be entitled to compensation for accrued comprehensive leave. Nothing in any statute, ordinance, or rule shall prevent, limit or otherwise interfere with the right of the Town Council to terminate, without right of appeal or grievance, the employment of the Employee at any time during the Initial Term or any extension of this Agreement, as provided herein. Accordingly, Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his employment.

**3.3 Salary**

3.3.1 Base Salary. The Town shall compensate Employee at the weekly rate of $3,961.78 for all work on and after March 1, 2024 during the term of this Agreement. This base salary shall be payable bi-weekly at the same time as other employees of the Town are paid.

3.3.2 Salary Range Adjustments. Pursuant to Resolution No. 23-53, adopted by the Town Council on June 21, 2023, which increased salary ranges for Town employees in at-will, non-represented positions for the FY2023-24, FY2024-25, and FY2025-26 years, the following adjustments shall be made to Employee's salary range for the term of this Agreement. The adjustments shall be effective at the beginning of the first full pay period in July.

| | |
|---|---|
| July, 2024 | 3% |
| July, 2025 | 3% |

3.3.3 Salary Adjustments. The following adjustments shall be made to Employee's base rate of pay for the term of this Agreement. These base pay adjustments are exclusive to earned merit increases outlined elsewhere in the agreement. The adjustments shall be effective at the beginning of the first full pay period in July.

| | |
|---|---|
| July, 2024 | 1.5% |
| July, 2025 | 3% |

3.3.4 Merit Increase. Employee shall be eligible for a merit increase of not more than 5% based on an annual performance evaluation conducted by the Town Council. Notwithstanding the foregoing, Employee's salary will not exceed the adopted salary range for the Town Manager as it may be amended from time to time.

3.3.5 Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq*. of the California Government Code, as they may be amended or renumbered.

3.3.6 Deferred Compensation. Town will contribute to a Town Section 457(b) deferred compensation plan for the benefit of Employee. The Town shall contribute into Employee's Section 457(b) plan an amount equal to the amount contributed by Employee, not to exceed one hundred dollars ($100) 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 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.

3.3.7 Bonus Program. Employee shall be eligible for an annual contingent payment based upon Transient Occupancy Tax (TOT) revenues received during the previous fiscal year to allow them to share in the success of the Town, on the conditions set forth herein. The revenue sharing payment shall not exceed four thousand dollars ($4,000), is subject to applicable taxes and withholdings, and shall not be subject to retirement contributions by Employee or Town. The amount, if any, will be based on eight percent (8%) of the TOT revenues that are greater than the amount budgeted to be received and retained by Town (i.e. amount does not include TOT allocated to Tourism, Housing, and Transit). The revenue sharing payment shall be calculated based on the total fiscal year end Town's share of TOT revenues above the original fiscal year TOT budget and shall be divided by the number of all eligible employees to determine the amount per employee, using the same calculation applied to all eligible employees.

To be eligible for this contingent revenue sharing payment, Employee must be (a) employed with Town for some part of the fiscal year on which the calculation is based; and (b) employed with Town on the date the payment is made. Employee is not eligible for this payment, and has no right to it, unless both criteria are satisfied. Payments shall be deposited with the first regular payroll in August following the close of the fiscal year upon which the calculation is based.

## 3.4 Retirement

3.4.1 Retirement Program. Employee is a "PEPRA" Miscellaneous member of the California Public Employees Retirement System (PERS). The Employee will be covered under the Town's PEPRA Miscellaneous two percent (2%) at age sixty-two (62) formula and covered in all respects by the Town's contract with PERS, including any amendments thereto that apply retrospectively and/or affect current employees. As required by the Public Employees' Pension Reform Act (PEPRA), members hired on or after January 1, 2013 (PEPRA members) are subject to possible increases or decreases to their contribution rate based on the results of annual actuarial valuations. Employee shall pay the entire PEPRA member contribution to CalPERS. Town will pay the required employer contribution to CalPERS and will pay the employer share of Medicare taxes. Employee will receive the Level 4 1959 Survivor Benefit with CalPERS, and two percent (2%) retirement Cost of Living Adjustment (COLA). Town will withhold the employee share of Medicare taxes from Employee's taxable wages.

### 3.5 Leaves

3.5.1 Comprehensive Leave Accruals. Employee may accrue comprehensive leave based upon length of continuous service as determined by his anniversary date of employment with Town according to the following schedule:

| | |
|---|---|
| Five-year anniversary: | 20.67 hours/month |
| Ten-year anniversary: | 22.67 hours/month |

Comprehensive leave will not be accrued in excess of eight hundred fifty (850) hours and no more than 850 hours may be carried forward to the following fiscal year.

3.5.2 Elective Payout. Employee may request a payout of comprehensive leave of up to a total of two hundred (200) hours per fiscal year, once during the second quarter of the calendar year and again during the fourth quarter of the calendar year. Employee's request for a payout must retain an accrued comprehensive leave balance of not less than one hundred and twelve (112) hours after the payout. Payouts will be made at Employee's then-current regular rate of pay. Employee may elect to take a payout as cash or may elect to deposit a payout through payroll into an eligible 457(b) plan, pursuant to applicable state and federal laws. The requests must be made at least five (5) months in advance of the payment and can only apply to leave that will accrue between the date of the request and the payout date. Each December and June the Human Resources Department will notify Employee of the opportunity to request a payout of comprehensive leave for the following June or December. Requests need to be filed on the forms provided by the Human Resources Department and submitted within the timelines provided on the submission forms.

3.5.3. Administrative Leave. Employee will receive eighty-eight (88) hours of administrative leave per fiscal year. Unused administrative leave will expire at the end of each fiscal will not be carried forward to the next fiscal year or paid out.

3.5.4 Other Leaves. Other leaves will be provided and managed as required by law or Town policy (FMLA, CFRA, Jury Duty, Catastrophic Leave etc.). Employee will integrate the use of comprehensive and administrative leaves for salary purposes as required by law or Town policy but may leave a maximum of eighty (80) hours in comprehensive leave in Employee's leave bank.

### 3.6 Insurance

3.6.1 Workers Compensation; Disability Insurance. Town shall provide Employee with State Disability Insurance ("SDI"). Under the California Unemployment Insurance Code, "disability" includes any illness or injury, either physical or mental, including pregnancy, childbirth, or related medical condition that prevents a member from doing their regular or customary work. Employee contributions shall be made via payroll on a pre-tax basis. Employee will pay the amount charged by the State of California for SDI. If Employee is eligible to receive SDI he must utilize paid leave on a prorated basis to supplement SDI payments, in accordance with SDI rules and Town policy. All benefits, including leave accrual, health insurance, and

retirement, shall be reduced proportionally to the reduction in paid leave hours utilized in accordance with state and federal laws and Town policy.

Employee is covered by the Town's Workers Compensation insurance program. Whenever Employee is absent due to an illness or injury arising out of and in the course of employment, Employee shall receive full compensation, less any Worker's Compensation insurance benefits received, during the first fifteen (15) working days of such absence without deduction from accrued comprehensive leave. Thereafter, if Employee is still properly absent from duty, he may receive, from accrued comprehensive leave, if any, an amount equal to the difference between the amount Employee receives as Worker's Compensation insurance benefits and the amount of his regular compensation until Employee returns to work or accrued leave is exhausted. If comprehensive leave is exhausted, Employee will be compensated at the statutory rate under the current Worker's Compensation regulations by the Town's Worker's Compensation Insurance carrier. All benefits, including leave accrual, health insurance, and retirement, shall be reduced proportionally to the reduction in work hours in accordance with state and federal laws and Town policy; exceptions to the proration may be considered by the Town Council.

3.6.2 Life Insurance. While employed by the Town, Employee will be provided with a term life insurance policy in the amount of $50,000 until the age of seventy (70); upon reaching age seventy (70), the benefit e shall be reduced to $25,000. Dependents of Employee shall receive a term life insurance policy in the amount of $5,000.

3.6.3 Health Insurance. Employee and his dependents shall be eligible for coverage under the Town's health plan, subject to the plan's terms and conditions. Health insurance is provided through a Section 125 flexible benefit account. Employee may participate in other programs offered by the Town by other vendors.

a The Town will contract with CalPERS for a health insurance plan for the period of this Agreement. The town will also maintain a flexible benefit program (Section 125 Plan).

b The Town shall contribute the PEMCHA minimum amount required by CalPERS per month per employee as the "employer contribution" to the cost of the premium for the health program should the employee elect to participate in the plan.

c The Town will provide a monthly contribution to the employee in an amount equal to the cost of coverage under the PERS Platinum health insurance plan based upon Employee's dependent status definition under the PERS health benefit program as "employee", "employee +1", or "employee +2" for Employee's flexible spending (cafeteria) account. This amount is inclusive of the "employer contribution" for the CalPERS health program premium.

3.6.4 Vision and Dental Health Reimbursement Arrangement (HRA) Plan

Employee may participate in the Health Reimbursement Arrangement Plan (HRA) as established by the Town to reimburse Employee for vision and dental expenses as defined by IRS Publication 502 and the Town's Vision and Dental Policy. Employee shall be eligible for

reimbursement up to a maximum of $1,500 for Employee and $800 for each eligible dependent (as defined by HRA guidelines specified in IRS Publication 969) per fiscal year. These amounts may be combined for the use of either Employee or any of his/her dependents. When two regular, full-time Town employees are considered to be eligible dependents of one another, they shall not be covered by each other, and their dependent children may only be covered by one parent. Up to 80% of the unused portion of the total benefit may be "rolled over" from one fiscal year to the next, for a total of not more than three fiscal years. For purposes of identifying the unused portion, receipts for the previous year must be submitted within 60 days of the beginning of the fiscal year. Employee must be in regular, full-time status with the Town at the time the vision/dental services were performed to be eligible for reimbursement.

The current fiscal year benefit amount will be used to pay all reimbursement requests. Once the current fiscal year benefit amount is exhausted, rollover benefit amounts from previous years will be used to fund the reimbursement requests. "Rollover Year 1" benefit will be accessed first for reimbursement requests. Then, "Rollover Year 2" benefit amount will be accessed for reimbursement requests. Finally, if current fiscal year and Rollover Years 1 and 2 benefits have been exhausted, "Rollover Year 3" will be accessed for reimbursement requests. Any amount remaining in "Rollover Year 3" 60 days after the close of a fiscal year will no longer be available to fund reimbursement requests. Employee may elect to not participate in the HRA reimbursement program by notifying Human Resources with a written request to opt out of the plan. Eligibility for reimbursement ends on the last paid day of employment for expenses incurred prior to permanent separation from service. Employee must submit a request to Human Resources in writing prior to permanent separation to be eligible for reimbursement of dental or vision services received prior to their permanent separation. Exceptions to the reimbursement requirements stated in this section are subject to HRA guidelines and Town Council approval.

### 3.7 Other Terms

3.7.1 Automobile and Transportation. Town shall provide Employee with an automobile for his use on Town business and for occasional de minimis personal purposes, in lieu of providing any vehicle allowance. Town shall be responsible for the costs of operation, repair, maintenance, and liability, property damage and comprehensive insurance for the vehicle. All other travel expenses for which Employee seeks reimbursement will be provided pursuant to Town policies. As a condition of operating an assigned vehicle, Employee's driving record shall be monitored, through Town's existing Employer Pull Notice (EPN) Program, and any deficiencies shall be reported to Town Council for consideration.

3.7.2 Discussion of Amendments. In the event that Town amends the Management Employees Association Memorandum of Understanding to alter the retirement, leave, and/or insurance benefits provided to management employees, Town may request that Employee consider amendments to this Agreement to harmonize it with the revised benefits provided to management employees.

3.7.3 Telephone; Computer. Town will provide a cell phone, capable of receiving and sending email and accessing the Internet. A laptop computer and other related devices for Employee to assist in working hours outside of the Town offices.

3.7.4 Holidays. Employee will be compensated for recognized municipal holidays. A list of recognized paid municipal holidays shall be established and published by the Human Resources Department in the form of a memorandum to all full-time, regular employees.

3.7.5 Participation in Town Employee Programs. Employee may participate in Town Employee Assistance Program, and Anniversary Awards, or similar benefits provided to all employees, on the same terms as other employees and to the extent that such programs exist.

3.7.6 Work Schedule. The normal work schedule for Employee is from 8:00 a.m. to 5:00 p.m., Monday through Friday. Additional work hours are anticipated for meetings, workload, events and other work-related requirements. Employee shall receive no extra compensation for hours worked in excess of the normal schedule.

3.7.7 Professional Memberships & Meetings; Other Expenses. Town shall pay for Employee's professional membership in the League of California Cities and International City / County Management Association (ICMA). Town shall pay for Employee to attend the annual League of California Cities and ICMA conference. Town will pay for such other professional memberships and conference attendance subject to budgetary limits. Town recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee and shall reimburse Employee for reasonable expenses which are authorized by the Town budget and submitted in accordance with Town policies.

3.7.8 Indemnification. Town shall defend, hold harmless and indemnify Employee against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Employee's employment to the extent required by Government Code Sections 825 and 995.

### 3.8 Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

| | |
|---|---|
| Town | Town of Mammoth Lakes<br>P.O. Box 1609<br>Mammoth Lakes, CA 93546<br>ATTN: Mayor |
| Employee: | Robert Patterson<br>4330 Crowley Lake Dr<br>Crowley Lake, CA 93546 |

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### 3.9 General Provisions

3.9.1 Entire Agreement. The text herein shall constitute the entire agreement between the Parties.

3.9.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.9.3 Bonding. If applicable, the Town shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his duties as Town Manager.

3.9.4 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties. The Town Council may from time to time fix other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Town's Municipal Code, or other applicable law.

3.9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.9.6 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him without the prior written consent of the Town Council. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Town Council, be null and void and may be considered a material breach of this Agreement.

3.9.7 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Mono County, California.

3.9.8 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.9.9 Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover such amount as the court may award as reasonable attorneys' fees and costs.

3.9.10 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

**[signatures on following page]**

**IN WITNESS WHEREOF,** the Town of Mammoth Lakes has caused this Employment Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Town Clerk, and Employee has signed and executed this Employment Agreement effective on the day and year first above written.

**TOWN OF MAMMOTH LAKES**

By: _____
Bill Sauser
Mayor

ATTEST:

_____
Jamie Gray
Town Clerk

Approved as to Form by _____
Andrew Morris
Town Attorney

**EMPLOYEE**

By: _____
Robert Patterson

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Consider resolutions and a letter opposing local forest health, wildfire mitigation, and social and economic impacts that will result from federal funding cuts.

**Council Meeting Date:** 3/19/2025

**Prepared by:** Rob Patterson, Town Manager

**Recommended Motion:** 1. Adopt a resolution opposing federal funding and staffing cuts that will have negative local impacts to forest health and wildfire mitigation. 2. Adopt a resolution opposing federal funding cuts that will have negative local economic and social impacts. 3. Direct staff to draft a letter expressing the Town's opposition to federal staffing and funding cuts.

**Summary:** The Town of Mammoth Lakes is dependent on successful management of federal lands that surround our Town and provide amenities that draw visitors to our area. Federal funding cuts and required reductions in workforce have hampered the ability of the USFS to deliver even basic needs. The Town has been forced to hire additional staff to ensure the visitor experience on our surrounding federal lands is not diminished.

In addition to recreational impacts, wildfire is an ever-present threat to the health of the forest. Local initiatives like Whitebark's ESCCRP (Eastern Sierra Climate and Communities Resilience Project) mitigation efforts have been dependent on grant funding for fuels reduction activities. Currently there are grants that have been awarded to these efforts but are frozen by federal actions.

The Town of Truckee is leading a region-wide effort to get all agencies affected by these actions to express their concerns and provide a united voice on these issues. The Town is currently in review of these resolutions to ensure they demonstrate this alignment while specifically addressing concerns for the Town of Mammoth Lakes. Staff will have the proposed resolutions available before the Town Council meeting.

In addition to the resolutions, staff will draft a letter of support for these efforts, which will be added to documents from other agencies that will be delivered directly to Congressman Kiley's office.

**RESOLUTION 2025-X**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, OPPOSING FEDERAL FUNDING AND STAFFING CUTS AND THE SUBSEQUENT LOCAL IMPACTS TO FOREST HEALTH AND WILDFIRE MITIGATION ON OUR PUBLIC LANDS**

**WHEREAS,** the Town of Mammoth Lakes is a rural community of 7,187 residents located in the Eastern Sierra of California; and is surrounded on all sides by Federal Lands; and

**WHEREAS,** wildfires in California have grown in size, duration, and destructiveness because increasing impacts of periods of extreme rain and extreme droughts have caused accumulation of fuels in our forests, the majority of which are owned and managed by the federal government. Several of the most costly fires have occurred in areas that, like Mono County's population centers, are located in the wildland urban interface; and

**WHEREAS,** proactively maintaining the health of our National Forests through fuel reduction projects is essential to mitigate the risk of catastrophic fire in our adjacent communities; and

**WHEREAS,** recent actions to reduce federal staffing levels will have a catastrophic impact on our federally owned public lands and adjacent communities. An estimated 10% or more of staff positions on the Inyo National Forest have been eliminated and contracts between the US Forest Service and third-party contractors to complete fire mitigation projects have also been cancelled or paused, significantly reducing fire mitigation efforts on US Forest Service lands. These layoffs and frozen positions include emergency response teams and wildfire mitigation—both of which are vital to keeping people safe on our public lands and in our adjacent communities; and

**WHEREAS,** communities and partners throughout Mono County & the Eastern Sierra including the Town of Mammoth Lakes, Mammoth Lakes Fire Protection District, Whitebark Institute, Eastern Sierra Council of Governments, Mono County, and others have prioritized the planning and implementation of wildfire mitigation projects over the last four years. Collectively, this group has secured more than $38 million in funds to advance the Eastern Sierra Climate & Communities Resilience Project (ESCCRP). This includes investments in project development, planning, implementation of forest resilience projects, and biomass utilization. In 2024, Inyo National Forest signed the record of decision for the EA allowing for forest health and restoration work on approximately 43,000 acres of Forest lands around the Town of Mammoth Lakes. To date, more than 2,800 acres have been treated under existing plans with an additional 1,100 acres of work planned in 2025. Federal reductions in force and funding freezes have directly resulted in:

- Roughly 17 million dollars in federal funding is paused/frozen related directly to ESCCRP work.

- Concerns related to the ability to implement this work. Implementation contracts have been sent out to bid and contractors have been secured, but current funding pauses/freezes prevent contractor payments and as such, implementation work.

- The potential inability to complete this essential work for both the purposes of forest health and fire mitigation which threatens the long-term viability of communities such as the Town of Mammoth Lakes; and

**WHEREAS,** the Town of Mammoth Lakes has approached these investments as a partnership, recognizing that local fuel reduction efforts and fuel reduction on adjacent federal lands work in tandem to protect both our communities and public lands. Without continued, broad landscape-scale mitigation on federal lands, our local investments will not provide effective mitigation; and

**WHEREAS,** A reduction in funding for public lands will result in:

- Fewer personnel to monitor for wildfires.
- Fewer personnel trained and ready to respond to wildfires.
- Fewer personnel to ensure campground fires are appropriately extinguished.
- Fewer personnel to gather the on-the-ground data that informs wildfire modeling.
- Fewer personnel to mount a prompt response to a wildfire that breaks out.
- Fewer resources to complete fuels reduction projects on public lands; and

**WHEREAS,** FEMA review and approval of Hazard Mitigation Plans has been paused due to federal staffing cuts, indefinitely delaying the approval status of Mono County and the Town of Mammoth Lakes' Joint Local Hazard Mitigation Plan, which is currently being updated. Until FEMA completes its review and approval, our local jurisdictions are not eligible to use previously awarded grant funding or to apply for any federal hazard mitigation grant programs.

**NOW THEREFORE BE IT RESOLVED** the Town Council of the Town of Mammoth Lakes opposes the federal funding and staffing cuts to the United States Forest Service and Bureau of Land Management, which will result in significant, catastrophic impacts to local forest health and wildfire mitigation.

APPROVED AND ADOPTED this 19th day of March 2025.

_____
CHRIS BUBSER, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

**RESOLUTION 2025-X**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, OPPOSING THE FEDERAL FUNDING CUTS AND SUBSEQUENT LOCAL SOCIAL AND ECONOMIC IMPACTS**

**WHEREAS,** the Town of Mammoth Lakes is a community of 7,187 residents located in rural Mono County, California; and

**WHEREAS,** recreation on our public lands is the backbone of the Town of Mammoth Lakes' tourism and recreation-based economy, which contributes to the $1.2 trillion outdoor recreation economy. Federal staffing cuts on surrounding public lands will lead to fewer maintained trails, unmaintained trash and restroom facilities, campground closures, and a diminished visitor experience. Anticipated impacts including a loss in visitation, reduced economic support of local businesses, increased risk of unsupported camping within US Forest Service lands with no regulation or controls around campfires, heightening risk of wildland fires, increases in illegal parking, wildland degradation, closure of public restroom facilities, and increased trash, impacts related to public safety, litter and human waste pollution; and

**WHEREAS,** uncertainty around US Forest Service and Bureau of Land Management funding cuts, staffing reductions and contract delays provides no opportunity for our region and community to plan ahead to ensure appropriate messaging regarding campsite closures, restroom closures, education regarding campfire safety and lack of available trash disposal facilities; and

**WHEREAS,** uncertainty around US Forest Service and Bureau of Land Management funding cuts, staffing reductions, and contract delays creates undue financial and economic strain on local governments as they attempt to ensure restrooms are cleaned, campgrounds are opened, trails maintained, visitors centers remain open and other essential services are occurring at appropriate frequencies. Regardless of federal staffing, millions of visitors will still be coming to the Mammoth Lakes area and adjacent federal lands; and

**WHEREAS,** the economy of the Town of Mammoth Lakes is dependent on recreation, and the completion of recreation projects is dependent on US Forest Service and Bureau of Land Management staff completing environmental analysis (National Environmental Policy Act – NEPA) related to these projects. Staffing and budget cuts are further shrinking the ability for these agencies to complete NEPA work, affecting the financial viability of the Town of Mammoth Lakes recreation-based economy; and

**WHEREAS,** Mammoth Lakes is located along US Highway 395, a thoroughfare that is essential to transportation, commerce, and evacuation in the event of wildfires or other catastrophic events. Two essential local routes provide the only direct access to the Town from Highway 395 (CA Highway 203 and Mammoth Scenic Loop), along with serving as the only emergency exits. Federal funding for capital improvements, maintenance and transit are crucial to safe operation, reduced traffic congestion, mobility, and emergency access on these highways; and

**WHEREAS,** towns and cities, including the Town of Mammoth Lakes, rely on a variety of federal funding sources and partnerships with federal agencies. Delays in payment processing and freezing of federal funding are creating significant uncertainty for our Town operations. Examples of local impacts include the following:

- Potential freezes to transit funds stand to reduce our ability to maintain local bus service, reduce congestion, provide for safe evacuations, and replace fleet vehicles.

- FEMA reimbursement delays and potential changes to FEMA staffing and/or fund availability could threaten disaster recovery.

- Freezes in federal funding related to the Eastern Sierra Climate and Communities Resilience Project (ESCCRP), a forest health project that is absolutely essential to the long-term wildfire resilience of the Town of Mammoth Lakes. This project will also have large economic impacts on local businesses through job creation, contracts, and other means to complete this vital work.

- The pauses in funding and reductions in force are creating uncertainty for many local projects, including local trails initiatives and other regional projects in Mono County that would serve as a recreational asset to the region, driving tourism and business to our communities; and

**WHEREAS,** the availability and affordability of housing is a significant challenge in our region and the Mammoth Lakes community has prioritized building and acquiring affordable, quality housing for members of the local workforce, that are the backbone of our tourist-driven economic engine. Reductions in force and funding freezes, along with tariffs, will significantly hamper efforts to complete projects along with increasing the cost to build critical infrastructure and housing; and

**WHEREAS,** Mammoth Lakes community-based organizations and social services rely on federal fund sources; federal funding cuts, freezes, and budgetary uncertainty pose potential local impacts to the continuation of critical community services.

**NOW THEREFORE BE IT RESOLVED** that the Town Council of the Town of Mammoth Lakes opposes the significant, catastrophic impacts to our community and local economy that will result from federal funding cuts to local programs.

APPROVED AND ADOPTED this 19th day of March 2025.

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CHRIS BUBSER, Mayor

ATTEST:

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JAMIE GRAY, Town Clerk

Agenda Item _____

File No. _____

**AGENDA BILL**

Subject: Councilmember Reports
Initiated by: Jamie Gray

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**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) – Rice, Truax, and Bubser as alternate
Airport Land Use Commission – Rice, Truax, and Bubser as the alternate
Mono County Collaborative Planning Team (CPT) – Senior Planner Kim Cooke and Bubser and Truax as alternates

**Intergovernmental Relations:**
Town and County Liaison Committee – Bubser, Rice, and Town Manager and Sauser 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 – Bubser and the Town Manager as the alternate
California Joint Powers Insurance Authority Board – Truax and Assistant to the Town Manager as alternate

**Transportation:**
Local Transportation Commission (LTC) – Bubser, Sauser, and Truax; Town Manager as alternate
Eastern Sierra Transit Authority (ESTA) Board – Bubser and Sauser

**Local Issues:**
Mammoth Lakes Tourism (MLT) Board – Wentworth
Mammoth Lakes Recreation (MLR) Board – Truax
Eastern Sierra Community Housing 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.