# Town Council Agenda

**Wednesday, April 16, 2025, 3:15 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. INTERVIEWS

The Town Council will interview the applicants for the Planning and Economic Development Commission as follows:

3:25 p.m. Billy Deaver

3:40 p.m. Steve Shatkin

2. CALL TO ORDER AND ROLL CALL

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. WORKSHOP

6.1 Joint workshop with the Board of Mammoth Lakes Tourism to discuss strategic focus and funding.

7. COUNCIL PRESENTATIONS

7.1 Recognition of Deputy Airport Manager Sierra Waugh for 10 years of service.

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

9. STAFF PRESENTATIONS

9.1 Discussion of Summer Wildfire Mitigation Work and New CalFire Hazard Severity Zones Map.

10. CONSENT AGENDA

10.1 Approve the minutes of the regular meeting of April 2, 2025.

10.2 Waive the second reading and adopt by title only the Ordinance making the required CEQA and Municipal Code findings, and approving District Zoning Amendment 24-001 to amend the 2021 Amended Phase One Clearwater Specific Plan.

10.3 Waive the second reading and adopt by title only the Ordinance making the required CEQA and Municipal Code findings, and approving the Amended and Restated Snowcreek Development Agreement.

10.4 Award contract for the first phase of engineering design (PS&E) services for the Main Street Multi-Use Path (MUP) to Stantec Consulting Services Inc.

10.5 Extension of Marketing and Operational Support Agreements with the LA Kings Hockey Club, L.P., and JV Ice PV, LLC (ASEC).

10.6 Authorize the Mayor to sign a letter of support from the Town of Mammoth Lakes to the Lahontan Regional Water Quality Control Board for the designation of Hot Creek as an Outstanding National Resource Water (ONRW).

10.7 Accept Check Register 3/27/25 in the amount of $139,504.78. Accept Check Register 4/1/25 in the amount of $403,796.51. Accept Check Register 4/2/25 in the amount of $650,899.97.

## 11. 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.

11.1 Conduct the public hearing and adopt the Resolution ordering the levy and collection of assessments within Assessment District 93-1 (Juniper Ridge).

11.2 Conduct the public hearing and adopt the Resolution ordering the levy and collection of assessments within Assessment District 93-4, Zone 1 (The Bluffs) – Maintenance District No.1.

11.3 Conduct the public hearing and adopt the Resolution ordering the levy and collection of assessments within the special maintenance district Old Mammoth Road Benefit Assessment District No. 2002-1.

11.4 Conduct the public hearing and adopt the Resolution ordering the levy and collection of assessments within the special maintenance district North Village Benefit Assessment District No. 2002-2, Zone 1.

11.5 Conduct the public hearing and adopt the Resolution ordering the levy and collection of assessments within Benefit Assessment District No. 2014-1 (Mammoth View).

## 12. POLICY MATTERS

12.1 Appointment to the Planning and Economic Development Commission.

12.2 Approve McCoy Arts and Cultural Center (MACC) Joint Development and Use Agreement with Kern Community College District (KCCD).

12.3 Approval of Town of Mammoth Lakes and Mono County Whitmore Recreation Area Joint Operations and Maintenance Agreement.

12.4 Initial review of Town planning efforts and introduction of the Parks and Recreation Master Planning process.

## 13. COUNCILMEMBER REPORTS

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

## 14. CLOSED SESSION

14.1 Pursuant to Government Code Section 54957.6 (a), Conference with Labor Negotiators - The Town Council will meet with its representatives, Town Manager Rob Patterson, Community and Economic Development Director Nolan Bobroff, and Human Resources Manager Amanda Pelham with respect to the following employee associations: the Mammoth Lakes Police Officers' Association and the Mammoth Lakes Police Supervisory Association.

15. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

16. ADJOURNMENT

The Town Council will adjourn to a regular meeting to be held on Wednesday, May 7, 2025 at 4:00 p.m.

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Joint Meeting with Mammoth Lakes Tourism Board to discuss Strategic Focus and Funding.

**Council Meeting Date: 4/16/2025**

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

**Recommended Motion:** Information only, no recommended action

**Summary:** Mammoth Lakes Tourism (MLT) is the marketing organization for the Town of Mammoth Lakes. It is critical that both organizations meet often to discuss strategic priorities and key objectives as well as the changing landscape, often providing challenges and opportunities. To accomplish this open communication, both entities meet on a quarterly basis to review opportunities and share thoughts and needs.

As we start into the budget process for FY25-26, both entities are working on their goals for the year and outlining strategies. In February of this year, the Mammoth Lakes Tourism board of directors and staff met with strategic facilitator Matthew Landkamer from Whereabout to discuss the priorities for the organization for the next three years. This full day session reinforced many of the organization's current focal points but added depth and clarity for both the board and staff of MLT. Moving forward the team will tie all planning, budgets, and deliverables back to these strategic objectives.

Mammoth Lakes Tourism
FY 2025-26 Town Deliverables

The FY 2025-26 deliverables reflect MLT's commitment to a community-first approach in representing the Town of Mammoth Lakes to our residents and visitors, and in maintaining our brand awareness in existing and emerging destination markets. Stewardship for residents, community and environment are paramount.

**Purpose:** Mammoth Lakes Tourism invites visitors to align with our community's values through the responsible promotion and stewardship of our mountain destination to bring economic vitality to Mammoth lakes.

**Sustainable Revenue Generation**

The Town of Mammoth Lakes continues to thrive as a tourism-based destination but not without challenges. Mammoth Lakes Tourism will work to maximize revenues for our businesses and the Town while being the leading voice of education, stewardship, and responsible travel. Balancing residents' quality of life, environmental protection and economic prosperity will be the ongoing focus. Considering housing and staffing challenges throughout the town, more people or 100% occupancy is no longer the goal; instead focus will be on enhancing the quality of life for our residents as well as the experience of our visitors while maximizing revenues and increasing need-time occupancy.

**Overarching Organization Deliverables**

A. Mammoth Lakes Tourism will remain nimble and flexible with the ability to shift messaging to best suit the needs of our community at any time based on market challenges and opportunities.
B. Community outreach and resident quality of life will continue to be a major focus including infrastructure enhancements in collaboration with TOML with funding assistance from MLT.
C. Education of our visitors to respect our residents, community and environment will be the focal point of our peak time messaging.
D. Coordinate with local entities to develop a comprehensive Destination Stewardship Plan.
E. Achieve $28m in TOT revenues for FY 2025-26 with 6 months at $2m+ and 5 months at $1m+. (based on apples-to-apples comparison excluding Measure L revenues)
F. Achieve $7.4m in TBID revenues for FY 2025-26 via filling need times, increased length of stay, and visitor spend.
G. Enplanement goals for FY 2025-26 of 4,000 at MMH and 11,000 at BIH

1. **Expand Community Engagement & Collaboration**
    A. Finalize and launch the Community Engagement Plan by July 2025 grounded in insights from Community Sentiment studies, JLLA research, Destination Think Collective findings, and case studies from other resort communities.
        - Continue to create and promote at least 12 (1 x month) in-person outreach events that meet the community in spaces funded by tourism dollars.
        - Continue tracking resident sentiment using current studies as a baseline, with the goal of increasing the residents who believe tourism makes Mammoth Lakes a better place to live from 42% to 46% and increasing awareness of the Real Unreal campaign from 57% to 65%.

    B. Participate in the development and implementation of the Destination Stewardship Plan with completion and adoption by June 30, 2026
    C. Explore implementing a program (like Copenpay in Denmark) for Summer 2026 that recognizes and rewards visitor and resident participation in stewardship-based initiatives.
    D. Launch a community awareness campaign by the end of 2025, to educate residents on how tourism dollars contribute to local improvements and quality of life in Mammoth Lakes.
    E. Collaborate and coordinate with the Town of Mammoth Lakes:
        - Work with TOML to add identified TBID-funded infrastructure projects to TOML's 5-year CIP by January 1, 2026, including but not limited to information kiosks, real-time transit information, and other needs cited by TBID remitters for visitor and resident benefit.
        - Collaborate with TOML on community messaging through resident-facing channels including deploying one "Did You Know" piece on TOT and TBID.
        - Participate in the TOML Parks & Recreation Master Plan Advisory Committee.

2. **Advance Destination Stewardship**
    A. Strengthen multi-agency partnerships and projects with entities like MLR, Mammoth Trails/TOML, and MMSA by collaborating on 1 new stewardship initiative that aligns with the in-market stewardship campaign and supplements Trashy Thursdays, Host Hounds, and the "It's a Mammoth Thing" video series.
    B. Expand website content by adding at least give new pieces focused on stewardship, local history, and culture to deepen community connection and visitor understanding.
    C. Maintain advertising creative ratings above 4.2 (excellent) for visitors inspired to keep Mammoth Lakes beautiful.
    D. Develop (1) new marketing initiative as it relates to the education of Mammoth Lakes history, culture, and/or heritage.

3. **Amplify Marketing & Promotion**
    A. Increase paid website sessions by 5% year over year.

B. Increase paid media air service referrals by 5% year over year.
C. Increase midweek/need period paid media placements by 50% (from 10 to 15).
D. Utilize geo-location data to establish a new year over year benchmark that tracks the number of Northeast-based visitors who were exposed to advertising and ultimately traveled to Mammoth Lakes.
E. Achieve 8K visits to the MLT events landing page during the first year of our paid advertising campaign for special events.
F. Increase social media audience by 5% year over year.
G. Increase website traffic by 5% percent year over year.
H. Grow newsletter database by 5% year over year.
I. Achieve an average open rate of 30% for newsletters both the community and consumer email lists.
J. Vet and coordinate 5-7 high-impact domestic media visits, targeting themes such as year-round travel, family travel, stewardship during non-peak times.
K. Represent MLT at 8-12 international trade and media sales missions / industry conferences to promote Mammoth Lakes as a California year-round destination.
L. Coordinate and host 7-10 high-impact international media placements with focus on Mammoth Lakes as a year-round California destination.

**4. Leverage Partnerships**

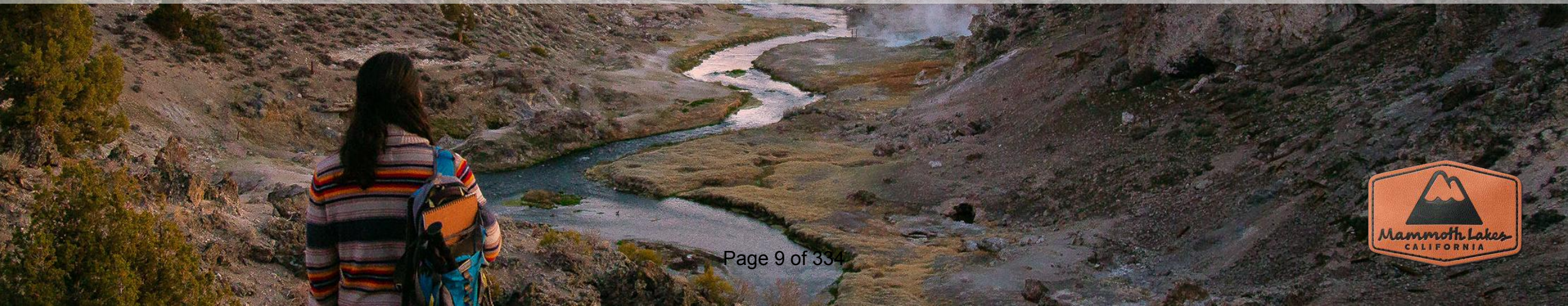
A. Engage with MLCC on initiatives to engage the local business community to increase understanding of TBID from 51% in the resident sentiment survey to 60%.
B. Coordinate on at least two Hispanic Business Association events.
C. Partner on (5) marketing initiatives with local partners with a goal of increasing TBID dollars to restaurants and retailers.
D. Utilizing our partnership with Tourism Economics, develop a communication plan to share critical data with the board and local partners on a quarterly basis.
E. Promote endurance season through hosting 8-10 athletes for Crib visits and collaborating with the Mammoth Track Club to focus on the Spartan Super World Championships and the upcoming 2028 L.A. Olympics.
F. Partner with Visit California on (1) collaborative paid media buy.
G. Re-enter the China market through 1-2 project-based opportunities in partnership with Visit California and The Alterra Mountain Company / MMSA.



# MAMMOTH LAKES TOURISM

## STRATEGY & DELIVERABLES DISCUSSION FY2025-26

MLT BOARD & TOWN COUNCIL JOINT MEETING | APRIL 16, 2025



# MLT STRATEGY 2025-2027

# Mammoth Lakes Tourism Strategic Plan 2025-2027

**PURPOSE**
Mammoth Lakes Tourism invites visitors to align with our community's values–through the responsible promotion and stewardship of our mountain destination–to bring economic vitality to Mammoth Lakes.

**CORE VALUES**
**Commitment**–our passion for Mammoth Lakes drives everything we do

**Stewardship**–we proactively care for our community and our environment

**Innovation**–we identify and implement creative solutions to serve the community

**Collaboration**–we engage our community, stakeholders, and partners to achieve shared goals

**Adaptability**–we are nimble and responsive to unexpected changes

**POSITION**
Mammoth Lakes Tourism is the collaborative, adaptable, and responsive voice of the local tourism industry through:

- Promoting local businesses to regional, national, and international audiences through strategic and innovative marketing and collaboration with Visit California and other partners
- Driving need period visitation to support quality of experience
- Contributing to a vibrant event calendar through funding and marketing support
- Supporting access to Mammoth Lakes through reliable regional air service
- Informing our local community about the value of tourism, and engaging collaboratively to shape the Mammoth Lakes experience
- Fostering respect for the environment, our community, our businesses, and our workforce
- Advocating and providing information to the community and Town leadership supporting needs for infrastructure, beautification, and other improvements
- Driving the visitation that funds our tax base, allowing the Town to enhance resident and visitor experience

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|---|---|---|
| **OBJECTIVE 1:** Expand Community Engagement and Collaboration | **INDICATORS**<br>• Growth in percentage of residents indicating that tourism improves their lives<br>• Growth in resident recognition of stewardship messaging | **STRATEGIES**<br>• Develop our Community Engagement Plan to effectively communicate the value of tourism and listen to our community's priorities<br>• Coordinate communication systems and platforms to amplify core messages<br>• Develop an awareness campaign to educate on use of TOT dollars for community benefit |
| **OBJECTIVE 2:** Advance Destination Stewardship | **INDICATORS**<br>• Final Stewardship Plan adopted by 6/30/2026<br>• Improve ratio of need period visitation to non-need periods<br>• Growth in percentage of visitors stating that MLT's work encourages the preservation of our destination | **STRATEGIES**<br>• Participate in the development and implementation of Destination Stewardship Plan<br>• Elevate and invest in cultural tourism offerings such as history, culture, and heritage<br>• Educate visitors on stewardship to protect our natural and community resources<br>• Continue to develop approaches to influence desired patterns of visitation |
| **OBJECTIVE 3:** Amplify Marketing & Promotion | **INDICATORS**<br>• Growth in overall economic impact from visitation to Mammoth Lakes<br>• Increase ROI on marketing campaigns<br>• Growth in enplanements over 2024 baseline | **STRATEGIES**<br>• Partner with Visit California to promote Mammoth Lakes worldwide as a welcoming destination<br>• Tailor marketing strategies to foster Mammoth Lakes as a 12-month economy and drive overall growth in visitor spend<br>• Emphasize education and stewardship messaging<br>• Collect visitor feedback to evaluate campaign effectiveness |
| **OBJECTIVE 4:** Leverage Partnerships | **INDICATORS**<br>• Growth in community infrastructure influenced by MLT advocacy<br>• Maintain or grow positive sentiment on annual TBID remitter survey over new 2025 baseline<br>• Partner on at least 5 initiatives with local partners annually | **STRATEGIES**<br>• Build stronger relationships through collaboration and coordination with Town of Mammoth Lakes departments and other community-focused organizations<br>• Continue advocacy to Town Council for tourism-supportive policies and infrastructure<br>• Strengthen our collaboration and coordination with the Mammoth Lakes business community |

# PURPOSE

**Mammoth Lakes Tourism invites visitors to align with our community's values – through responsible promotion and stewardship of our mountain destination – to bring economic vitality to Mammoth Lakes**

# CORE VALUES

## *Commitment*

**Our passion for Mammoth Lakes drives everything we do**

## *Stewardship*

**We proactively care for our community and our environment**

## *Innovation*

**We identify and implement creative solutions to serve the community**

## *Collaboration*

**We engage our community and partners to achieve shared goals**

## *Adaptability*

**We are nimble and responsive to unexpected changes**

# POSITION

**Mammoth Lakes Tourism is the collaborative, adaptable, and responsive voice of the local tourism industry through:**

- Promoting local businesses to regional, national, and international audiences through strategic and innovative marketing and collaboration with Visit California and other partners
- Driving need period visitation to support quality of experience
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- Supporting access to Mammoth Lakes through reliable regional air service

# POSITION

**Mammoth Lakes Tourism is the collaborative, adaptable, and responsive voice of the local tourism industry through:**

- Informing our local community about the value of tourism, and engaging collaboratively to shape the Mammoth Lakes experience
- Fostering respect for the environment, our community, our businesses, and our workforce
- Advocating and providing information to the community and Town leadership supporting needs for infrastructure, beautification, and other improvements
- Driving the visitation that funds our tax base, allowing the Town to enhance resident and visitor experience

# OBJECTIVES

**Continue to Drive Responsible Visitation**

1. **Expand Community Engagement and Collaboration**
2. **Advance Destination Stewardship**
3. **Amplify Marketing and Promotion**
4. **Leverage Partnerships**

*OBJECTIVE #1*

# EXPAND COMMUNITY ENGAGEMENT & COLLABORATION

## Indicators

- Growth in percentage of residents indicating that tourism improves their lives
- Growth in resident recognition of stewardship messaging

## Strategies

- Develop Community Engagement Plan to effectively communicate the value of tourism and listen to our community's priorities
- Coordinate communication systems and platforms to amplify core messages
- Develop awareness campaign to educate on use of TOT dollars for community benefit

*OBJECTIVE #2*

# ADVANCE DESTINATION STEWARDSHIP

**Indicators**

- **Destination Stewardship Plan adopted by 6/30/2026**
- **Improve ratio of need period visitation to non-need periods**
- **Growth in percentages of visitors stating that MLT's work encourages the preservation of our destination**

**Strategies**

- **Participate in Destination Stewardship Plan development and implementation**
- **Elevate and invest in cultural tourism offerings such as history, culture and heritage**
- **Educate visitors on stewardship to protect our natural and community resources**
- **Continue to develop approaches to influence desired patterns of visitation**

*OBJECTIVE #3*

# AMPLIFY MARKETING & PROMOTION

## Indicators

- Growth in overall economic impact from visitation to Mammoth Lakes
- Increase return on investment (ROI) on marketing campaigns
- Growth in enplanements over 2024-25 baseline

## Strategies

- Partner with Visit California to promote Mammoth Lakes worldwide as a welcoming destination
- Tailor marketing strategies to foster Mammoth Lakes as a 12-month economy and drive overall growth in visitor spend
- Emphasize education and stewardship messaging
- Collect visitor feedback to evaluate campaign effectiveness

*OBJECTIVE #4*

# LEVERAGE PARTNERSHIPS

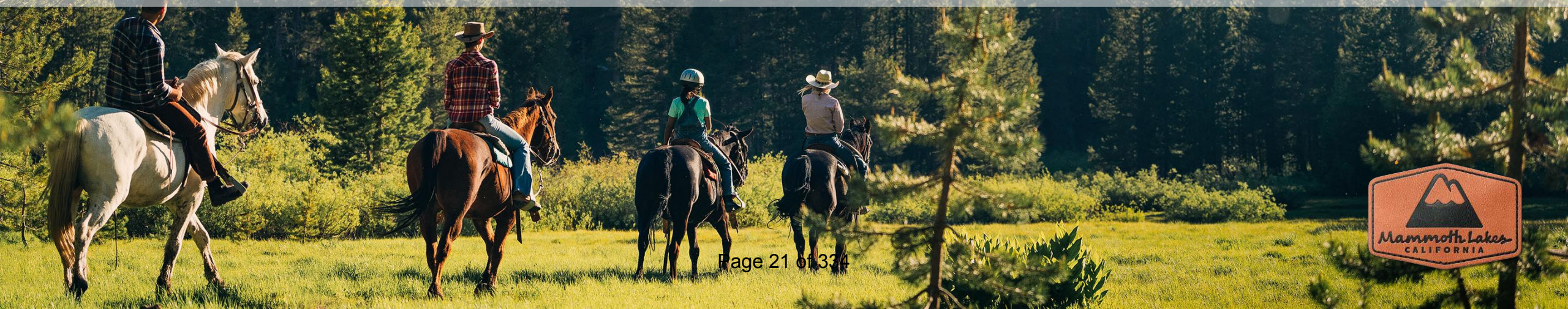
## Indicators

- Growth in community infrastructure influenced by MLT advocacy
- Maintain or grow positive sentiment on annual TBID remitter survey over new 2025-26 baseline
- Partner on at least five initiatives with local partners annually

## Strategies

- Build stronger relationships through collaboration and coordination with TOML departments and other community-focused organizations
- Continue advocacy to Town Council for tourism-supportive policies and infrastructure
- Strengthen our collaboration and coordination with the Mammoth Lakes business community

# QUESTIONS?



# TOWN COUNCIL STAFF REPORT

Title: Discussion of Summer Wildfire Mitigation Work and New CalFire Hazard Severity Zones Map

Meeting Date: April 16, 2025

Prepared by: Lawson Reif, Outdoor Recreation Manager

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## RECOMMENDATION:

This is an informational item only.

## BACKGROUND:

The Town of Mammoth Lakes (TOML), along with our partners at the Mammoth Lakes Fire Protection District (MLFPD), Whitebark Institute (Whitebark), Inyo National Forest (Inyo), and others are working collaboratively to reduce the risk of catastrophic wildfire in and around Mammoth Lakes.

As such, timber management work, mowing, and mastication will be occurring in and around Mammoth Lakes over the next several summers. While we desire to focus on Summer 2025, we do want to paint a larger picture of work occurring moving into future years. Chance Traub, Forest Fire Management Officer with the Inyo, will provide an overview of upcoming projects and help paint a picture of mitigation work, future efforts, funding, challenges, and other pertinent information. The Outdoor Recreation Manager and MLFPD staff will also provide an update of work occurring on non-federal parcels.

Following this discussion will be an examination of the recently released California Fire Severity Hazard Zones Map. The State Fire Marshal is mandated to classify lands within State Responsibility Areas into Fire Hazard Severity Zones (FHSZ). Fire Hazard Severity Zones fall into one of the following classifications:

- Moderate
- High
- Very High

California laws that require Fire Hazard Severity Zones include California Public Resources Code 4201-4204, California Code of Regulations Title 14, Section 1280 and California Government Code 51175-89.

The Fire Hazard Severity Zone (FHSZ) maps are developed using a science-based and field-tested model that assigns a hazard score based on the factors that influence fire likelihood and fire behavior. Many factors are considered such as fire history, existing and potential fuel (natural vegetation), predicted flame length, blowing embers, terrain, and

typical fire weather for the area. There are three levels of hazard in the State Responsibility Areas: moderate, high, and very high.

Fire Hazard Severity Zone maps evaluate "hazard," not "risk". They are like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts. "Hazard" is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts. "Risk" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

Mammoth Fire Protection District staff will discuss specifics related to this map and what it means for the Town of Mammoth Lakes along with next steps.

## FINANCIAL CONSIDERATIONS:

At this time, implementation work will be performed through existing budgets of MLFPD and TOML. Grants will be sought on a consistent basis to further support programming. Related to the FHSZ Map, a brief conversation of impacts (if any) to insurance will be discussed.

## ENVIRONMENTAL CONSIDERATIONS:

All areas proposed for fire mitigation work are either part of the ESCCRP or are contained within the area surveyed for the SHARP project. Inyo staff will inform TOML & MLFPD regarding NEPA considerations as this project moves toward implementation.

## LEGAL CONSIDERATIONS:

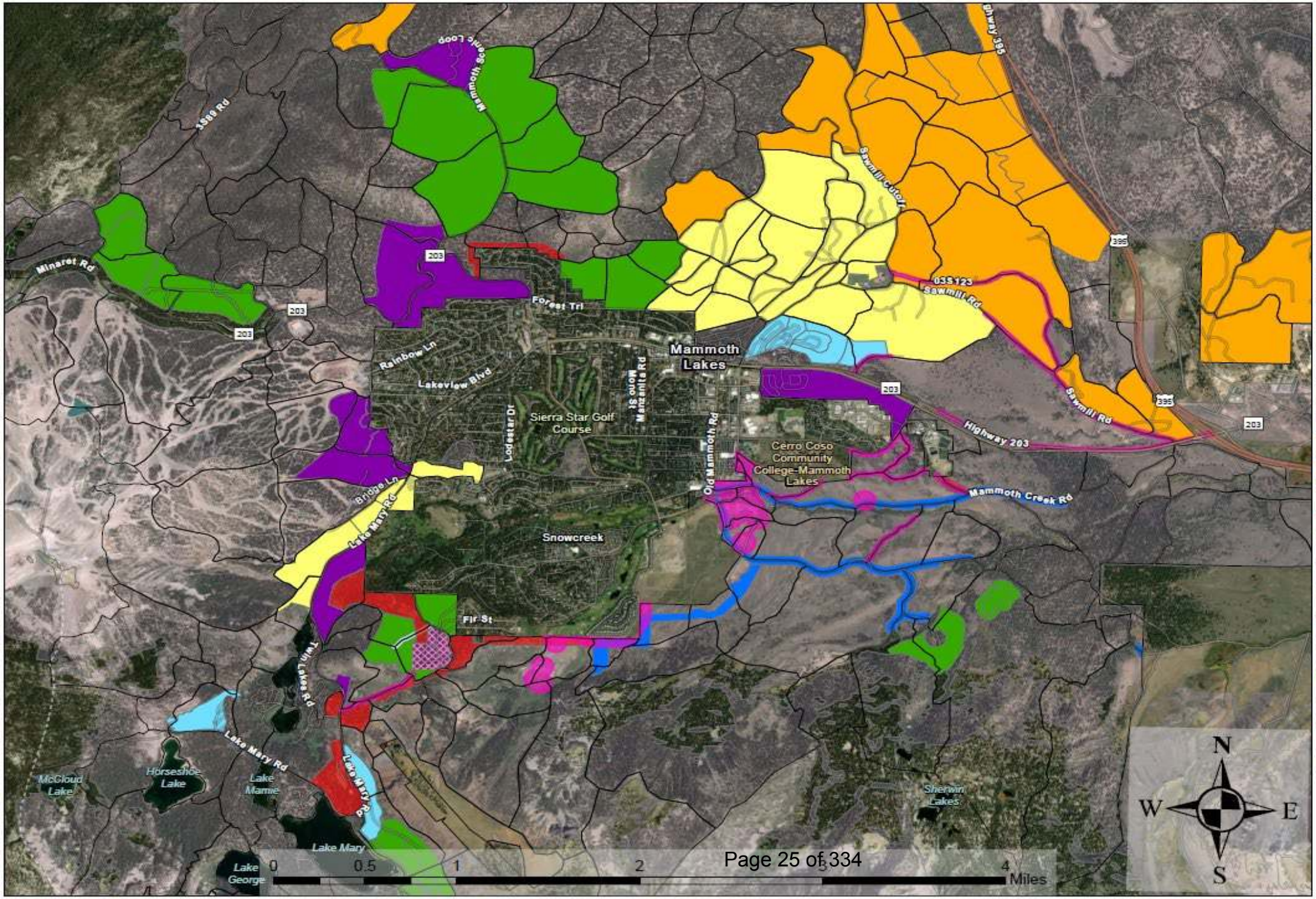
Town and MLFPD staff continue to work with Inyo National Forest personnel on the appropriate mechanisms needed to authorize wildfire prevention work. Council will be kept informed regarding those efforts.

# Discussion of Summer 2025 & Future Fire Mitigation Work

4/16/25

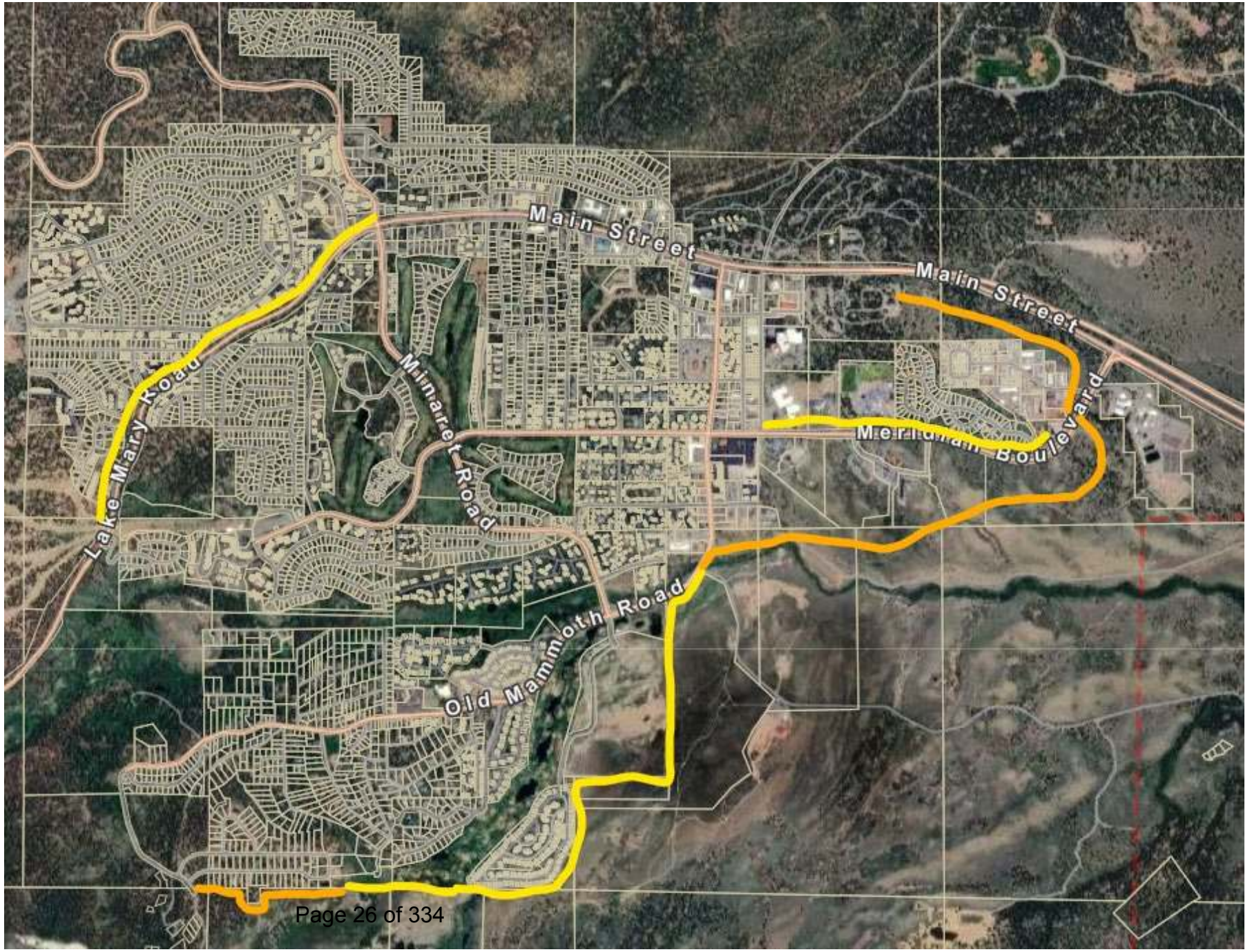
Mammoth Lakes Town Council Meeting




Mammoth Lakes Fuels Reduction - Potential Project Areas
Unit Boundaries
Proposed Mowing
Proposed Units
Mill City Handline
Mill City Avoidance
Mowing In Progress
Treated/In Progress
2025
2026
2027
2028+
Existing NEPA
Mammoth Lakes
Sierra Star Golf Course
Cerro Coso Community College-Mammoth Lakes
Snowcreek
Sherwin Lakes
Lake Mary
Lake George
McCloud Lake
Horseshoe Lake
Lake Mamie
Minaret Rd
Forest Trl
Rainbow Ln
Lakeview Blvd
Lodestar Dr
Manzanita Rd
Old Mammoth Rd
Bridge Ln
Lake Mary Rd
Fir St
Twin Lakes Rd
Sawmill Cutoff
Sawmill Rd
Highway 203
Mammoth Creek Rd
Mammoth Scenic Loop
3S88 Rd
Highway 395
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## NON-FEDERAL PARCELS

- Anchor off established MUPs/Trails (and right-of-way) where it makes sense
- Mow/mitigate fuels ~30’ wide
  - Yellow = Private or Town land
  - Orange = USFS land



# Update for Fire Hazard Severity Zone Maps

4/16/25



# Background

- CALFIRE required by state law to determine ‘hazard severity’ of all state and local areas of the state
- Local Agency required by state law to adopt maps
- Update from original maps (2007) due to updated model
  - Original maps only designated “Very High” zones
  - Update now includes “High” and “Moderate” zones
- Designation can affect:
  - What building/fire codes apply to the parcel
  - Whether inspections are required for real estate disclosures/sales

# Fire Hazard Severity Zone Remap

## How are the Zones determined?

- CAL FIRE used best available science/data to develop and field test the model. Model evaluated probability of area burning and potential fire behavior.

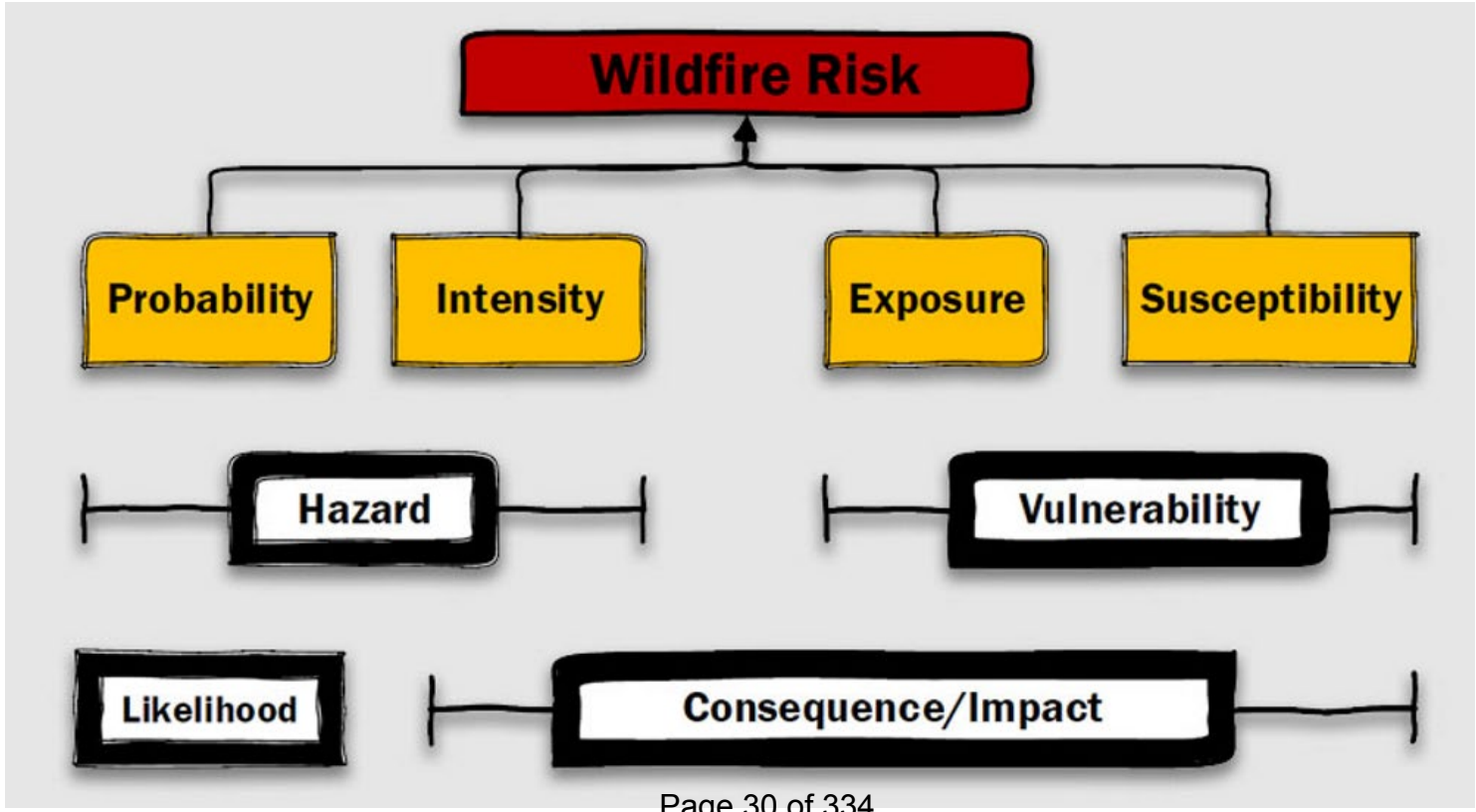
> "probability of fire" + "expected fire behavior" = "hazard"

- Factors: fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain, and weather
  - E.g., where fires/embers would be generated and where weather/topography would carry those embers
  - Key difference for Mammoth:
    - Old model estimated 20mph winds, statewide
    - New model uses 95$^{th}$ percentile local wind history of last 20-30 years



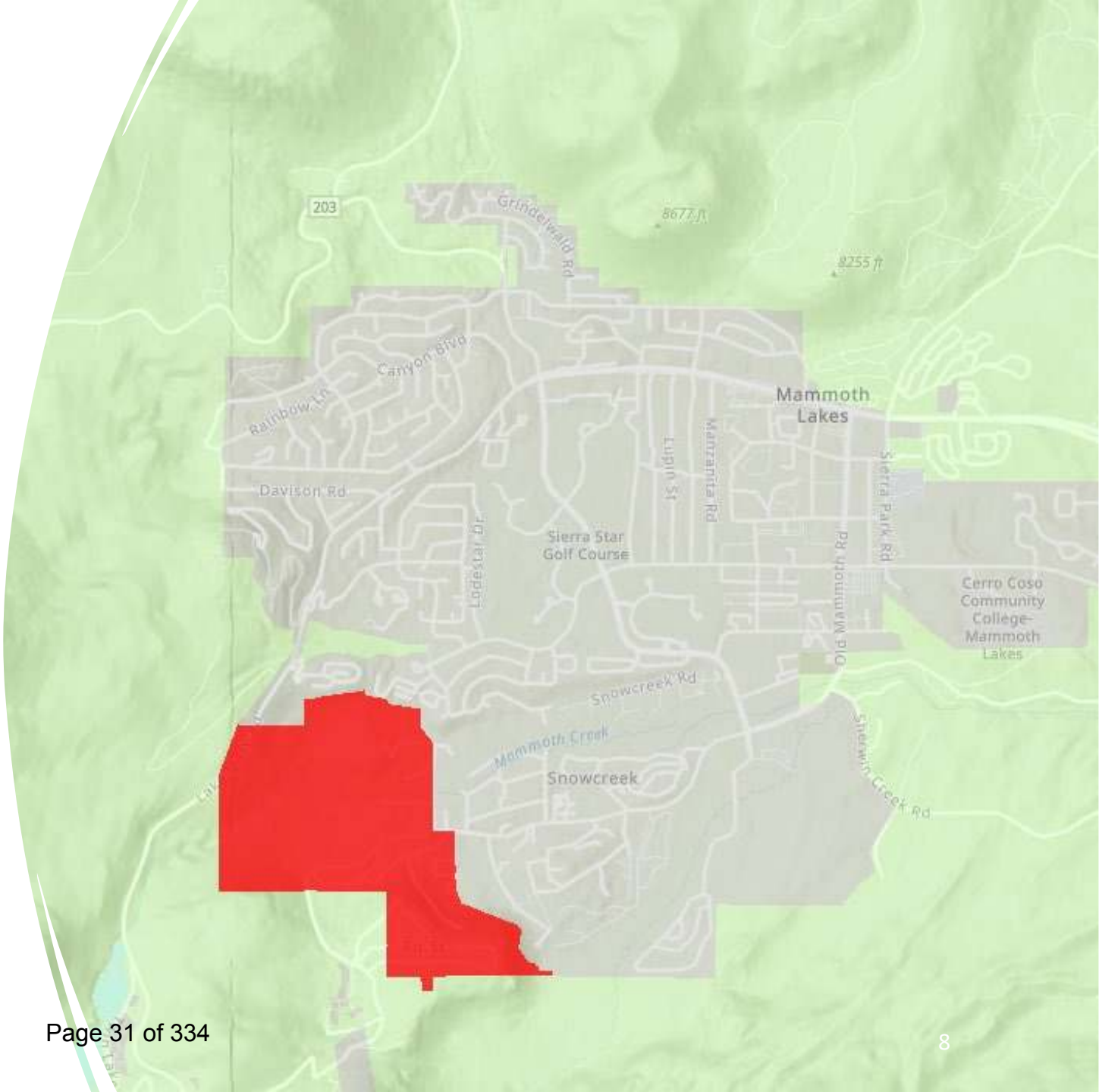
# Hazard vs. Risk

- “Hazard” based on probability of and expected behavior of fire
- “Risk” is potential damage a fire can do, accounting for existing conditions (susceptibility of house to catch fire, defensible space around house, etc.)



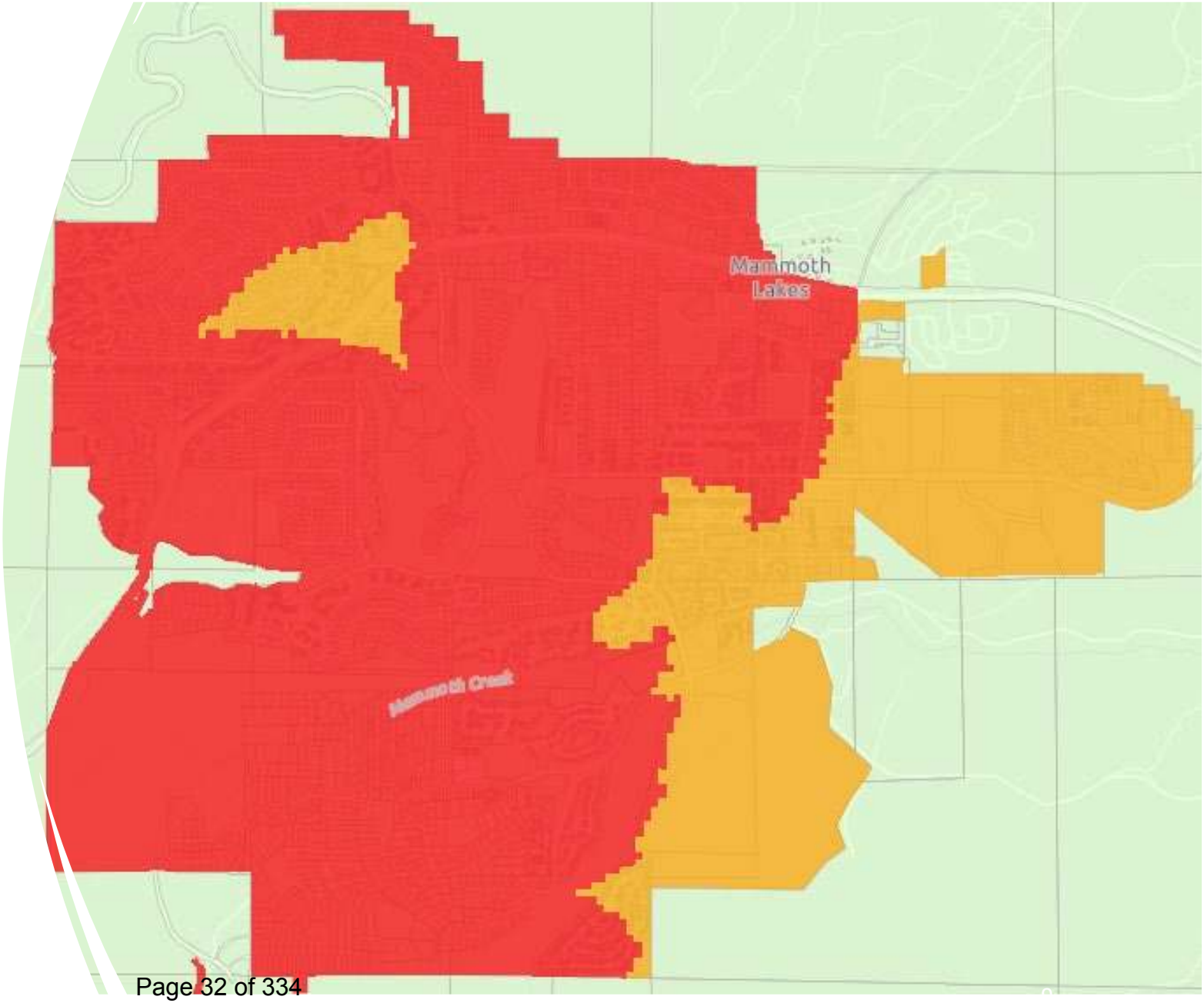
# Original 2007 Map

- “Very High” zone only in Old Mammoth area



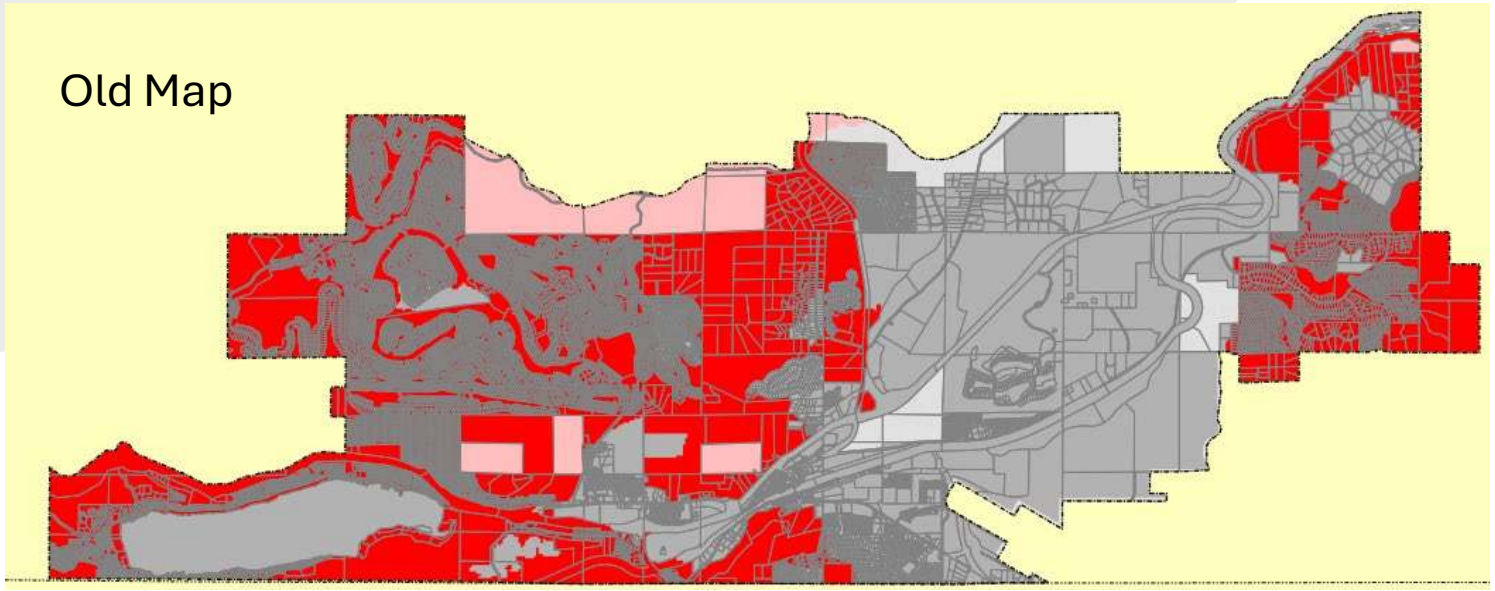
# Updated Map

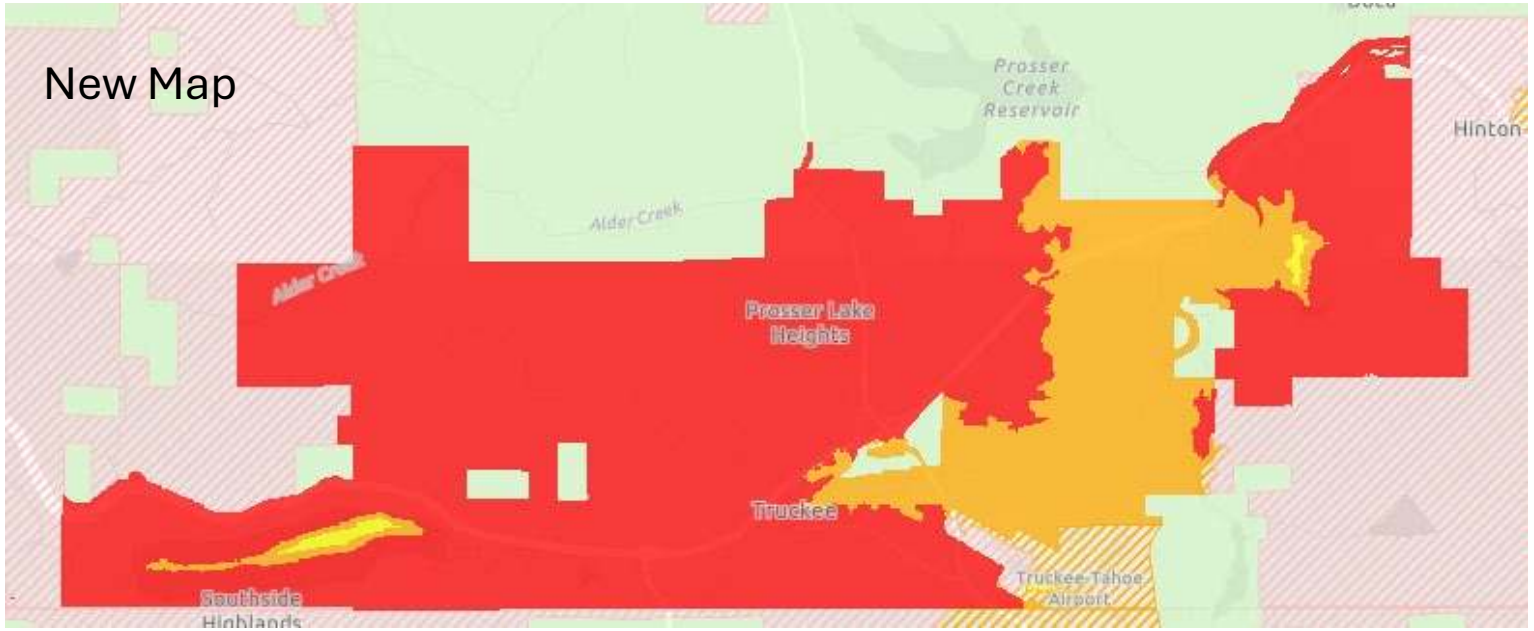
- “Very High” zone (red) now covers vast majority of town
- “High” zone (orange) covers remainder



# Mammoth is not unique:

Truckee had similar changes



# Impacts



## Building Codes/Inspections:

Since 2008, MLFPD fire code has already required new construction throughout town to build to most stringent “WUI” code

- E.g., materials for roofing, siding, decks and defensible space around the structure

Real Estate disclosure law requires defensible space inspection upon sale (Very High & High)

- Will apply to all property sales in town in the future.



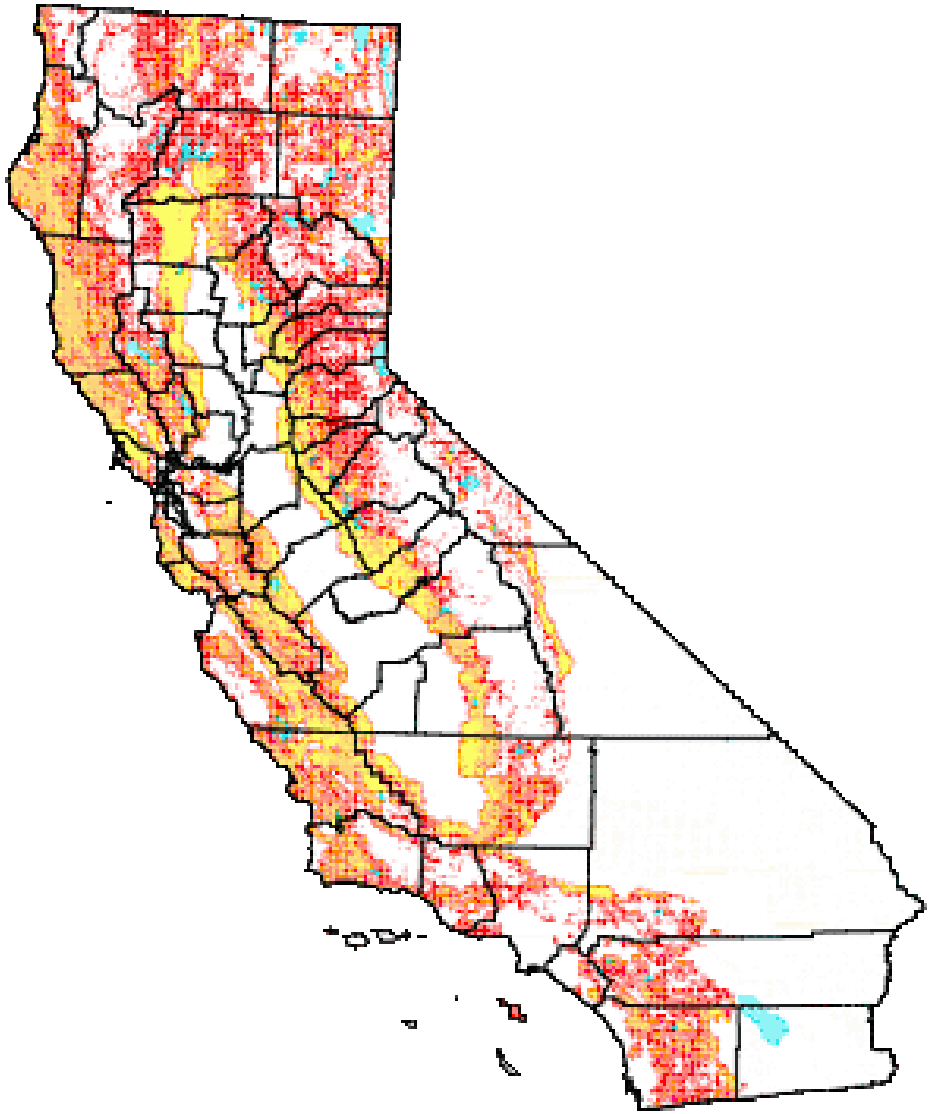

## Insurance:

Companies already model for ‘risk’ (not hazard) and costs to rebuild

Hazard is part of the risk piece but doesn’t reflect anything about the dwelling (e.g., defensible space, home hardening, type of roof, size, etc.)

# What Happens Next?

- New map was released 3/24/25
- Two tasks required for MLFPD:
  - 30 days to get the map out for public notice
  - 120 days to get local ordinance adopted recognizing the map



**Town Council of Mammoth Lakes**

**Minutes of Regular Meeting**

**April 2, 2025, 4:00 p.m.**
**437 Old Mammoth Road, Suite Z, Mammoth Lakes**

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

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## 1. CALL TO ORDER AND ROLL CALL

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

## 2. PLEDGE OF ALLEGIANCE

Kerry Peterson led the flag salute.

## 3. PUBLIC COMMENTS

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

## 4. ADDITIONS TO THE AGENDA

There were no additions to the agenda.

## 5. COUNCIL PRESENTATIONS

### 5.1 Recognition of Greg Eckert for his years of service on the Planning and Economic Development Commission.

Community and Economic Development Director Nolan Bobroff thanked Mr. Eckert for his years of service on the Planning and Economic Development Commission.

**5.2 Proclamation declaring April 2025 as Fair Housing Month.**

PUBLIC COMMENT:

Matthew Lehman, Board of Realtors, spoke in support of the proclamation.

Mayor Bubser read the proposed proclamation.

Moved by Councilmember Bill Sauser
Seconded by Councilmember Brent Truax

Approve the proclamation declaring April 2025 as Fair Housing Month in the Town of Mammoth Lakes.

For (4): Mayor Chris Bubser, Councilmember Bill Sauser, Councilmember Brent Truax, and Councilmember John Wentworth

Absent (1): Mayor Pro Tem Amanda Rice

Carried (4 to 0)

**5.3 Proclamation declaring April 2025 as Child Abuse Prevention Month.**

Mayor Bubser read the proposed proclamation.

PUBLIC COMMENT:

Kevin Lian, Mono County Office of Education, spoke in support of the proclamation.

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

Approve the proclamation declaring April 2025 as Child Abuse Prevention Month.

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

Carried (5 to 0)

### 5.4 Proclamation declaring April 2025 as Sexual Assault Awareness Month.

This item was taken out of order.

Mayor Bubser read the proposed proclamation.

PUBLIC COMMENT:

Kyle Osland, Wild Iris, spoke in support of the proclamation.

Mayor Pro Tem Rice joined the meeting at 4:16 p.m.

Moved by Councilmember Bill Sauser
Seconded by Councilmember Brent Truax

Approve the proclamation declaring April 2025 as Sexual Assault Awareness Month.

For (4): Mayor Chris Bubser, Councilmember Bill Sauser, Councilmember Brent Truax, and Councilmember John Wentworth

Absent (1): Mayor Pro Tem Amanda Rice

Carried (4 to 0)

## 6. PUBLIC PRESENTATIONS

### 6.1 Mammoth Lakes Chamber of Commerce Program Update presented by Brianna Goico, President & CEO of the Mammoth Lakes Chamber of Commerce.

Brianna Goico, Mammoth Lakes Chamber of Commerce President and CEO, and Gina Van Hest, Mammoth Lakes Chamber of Commerce Communications Manager, gave an update regarding current Chamber activities. There was discussion among members of Council and Ms. Goico.

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

Office of Outdoor Recreation Manager Lawson Reif and Mike McCarthy, Mammoth Lakes Fire Protection District, spoke about the Town's wildfire and community resilience efforts. There was discussion among members of Council and staff.

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

## 8. STAFF PRESENTATIONS

### 8.1 2024 Year in Review

Town Manager Rob Patterson outlined the 2024 Year in Review. There was discussion among members of Council and staff.

## 9. CONSENT AGENDA

Councilmember Wentworth requested that Agenda Items 9.3, 9.4, 9.5, and 9.6 be removed from the consent agenda for separate discussion.

Moved by Councilmember Bill Sauser
Seconded by Councilmember Brent Truax

Approve the Consent Agenda.

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

Carried (5 to 0)

### 9.1 Approve the minutes of the regular meeting of March 19, 2025.

### 9.2 Approve the resolution amending the list of Town employees authorized to transfer funds into and out of the Local Agency Investment Fund (LAIF) and the California Asset Management Company (CAMP).

### 9.3 Award Task Order to Kimley-Horn and Associates, Inc. for design of the Minaret-Meridian Roundabout project.

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

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

PUBLIC COMMENT:

Tom Hodges, VP of Development at Mammoth Mountain, said that golf course easements would be needed to construct this project and asked to be included in the discussions.

Moved by Councilmember John Wentworth
Seconded by Mayor Pro Tem Amanda Rice

Authorize the Town Manager to execute an agreement with Kimley-Horn and Associates, Inc. for the design of the Minaret-Meridian Roundabout project and execute amendments to the agreement as necessary to advance project development.

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

Carried (5 to 0)

**9.4 Adopt the resolution approving Measure U (Fund 217) Allocations for fiscal year 2024-25 Special Project and Programming funding as recommended by Mammoth Lakes Recreation.**

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

Executive Director of Mammoth Lakes Recreation Kim Anaclerio outlined the information in the staff report. There was discussion among members of Council and staff.

There was discussion among members of Council and Chris Benchetler, Wind Drift Studios.

Moved by Councilmember John Wentworth
Seconded by Councilmember Bill Sauser

Adopt the Resolution Approving Measure U (Fund 217) Allocations for fiscal year 2024/25 Special Project and Programming funding recommendations.

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

Carried (5 to 0)

**9.5 Approve the use of $350,000 in Measure R Funds for a Prefabricated Climbing Boulder at Mammoth Creek Park West.**

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

Town Manager Rob Patterson, Parks and Recreation Director Stuart Brown, and Mammoth Lakes Recreation Executive Director Kim Anaclerio outlined the information in the staff report. There was discussion among members of Council and staff.

Moved by Councilmember John Wentworth
Seconded by Councilmember Bill Sauser

Approve the use of $350,000 of Measure R funds from the Fiscal Year 2024/25 fund balance to be used by the Public Works Department to purchase and install a prefabricated climbing boulder.

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

Carried (5 to 0)

**9.6 Approve the reallocation of $8,000 in Fiscal Year 2024/25 Measure R Special Project Funding to Community Recreation Center (CRC) Programming Amenities.**

Mammoth Lakes Recreation Executive Director Kim Anaclerio outlined the information in the staff report. There was discussion among members of Council and staff.

Moved by Councilmember Brent Truax
Seconded by Mayor Pro Tem Amanda Rice

Approve the use of $8,000 in previously allocated Fiscal Year 2024-25 Measure R Special Project funds be used for the Parks and Recreation Department to purchase additional programming amenities.

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

Carried (5 to 0)

**9.7 Accept Check Register 3/14/25 in the amount of $167,438.72. Accept Check Register 3/20/25 in the amount of $2,479,624.85.**

## 10. PUBLIC HEARINGS

### 10.1 Public hearing in accordance with the addition of Government Code Section 3502.3 to the Meyers-Milias-Brown Act ("MMBA"), and under Assembly Bill ("AB") 2561, to present on the status of vacancies, recruitment, and retention efforts prior to the adoption of the fiscal year 2025-26 budget.

The Mayor called a recess at 7:32 p.m. and the Council reconvened at 7:36 p.m.

The Mayor opened the public hearing at 7:36 p.m.

Human Resources Manager Amanda Pelham and Human Resources Analyst Allison Floyd outlined the information in the staff report. There was discussion among members of Council and staff.

With no members of the public coming forward to speak, the Mayor closed the public hearing at 8:01 p.m.

### 10.2 Consideration of the Amended and Restated Snowcreek Development Agreement for property located within the Snowcreek VII and VIII project sites within the Snowcreek Master Plan area. The project was previously analyzed pursuant to the California Environmental Quality Act (CEQA) in the certified Snowcreek VIII, Snowcreek Master Plan Update – 2007 Project Final Environmental Impact Report and the Snowcreek VII Mitigated Negative Declaration.

The Mayor called a recess at 6:10 p.m. and the Council reconvened at 6:17 p.m.

This item was taken out of order.

The Chair opened the public hearing at 6:18 p.m.

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

PUBLIC COMMENT:

Tom Hodges, VP of Development at Mammoth Mountain, said that they were the operators of Sierra Star, they operated Snowcreek Golf Course last summer, and that they would continue that relationship into the future.

Greg Newbry outlined his concerns regarding the proposal.

Chuck Lande, applicant, responded to questions from Council discussion.

The Mayor closed the public hearing at 7:19 p.m.

There was discussion among members of Council and staff.

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

Waive the first reading and introduce by title only an ordinance making the required CEQA and Municipal Code findings, and approving the Amended and Restated Snowcreek Development Agreement as recommended by the Planning and Economic Development Commission with the following modifications (modifications shown in *underline italics* for changes and ~~strikethrough~~ for deletions):

**Wildfire Mitigation (Section 2.2.1.7)**

Within 180 days of the Effective Date of this Agreement, Developer and Mammoth Lakes Fire Protection District ("MLFPD") shall enter into an agreement allowing for development of a fire break through the Snowcreek VIII Property that incorporates existing roads and trails into the design, *or in an alternative alignment recommended by the MLFPD, and agreed to by the Developer, and in accordance with best practices for wildfire mitigation. Fuels shall be maintained in a condition that minimizes wildfire risk to the community in accordance with wildfire mitigation best practices. The MLFPD agreement shall give the MLFPD the ability to implement additional wildfire mitigation measures on the Snowcreek VIII Property if it is determined that the fuel conditions within the Snowcreek VIII Property pose a significant wildfire risk to the community.* Developer shall have the final approval of the alignment, and said fire break shall not prohibit or prevent future development of the site in accordance with the Master Plan.

Developer is encouraged to work with the MLFPD and the Town on the future site design of the Snowcreek VIII project to address wildfire risk to the Snowcreek Projects and the community as a whole and incorporate wildfire mitigation features into the site design.

**Golf Course Operations Plan (Section 2.2.1.2)**

Within 180 days of the recordation of this Development Agreement, Developer and Town shall enter into and record an Operations and Maintenance Agreement for the Existing 9-hole Golf Course (hereinafter

the “9-hole Golf Course Operations and Maintenance Plan”), which provides the following minimum provisions and standards: (1) maintenance standards to ensure the safety of the public and the community with regards to wildfire risk, nuisance prevention, and infrastructure improvements; and (2) a commitment to maintaining and operating the Existing 9-hole Golf Course in a comparable manner to the Sierra Star Golf Course located at 2001 Sierra Star Parkway, Mammoth Lakes, CA 93546, including but not limited to the golf course conditions and golf course equipment. *The 9-hole Golf Course Operations and Maintenance Plan shall be reviewed and approved by the Town Council prior to recordation.*

**Unavoidable Delays or Events (Section 11.15)**

In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities (but only as to delays or performance by Developer), enactment of conflicting state or federal laws or regulations (but only if the Party claiming delay complies at all times with the provisions of this Agreement pertaining to such conflicting laws), market forces beyond the Parties’ control that result in the decrease of the median home sales value *within the Resort Zone of the Town* ~~in the Mammoth area~~ by 10 percent or more over one calendar year, as reported through the Mammoth Lakes MLS data, delays caused by the delay or failure by any entity other than the Party claiming such delay to provide financing for or construction of needed public facilities or infrastructure as contemplated or required by this Agreement, delays due to the enforcement of environmental regulations, litigation against this Agreement or any of the Project Approvals, referendum of this Agreement or any of the Project Approvals or similar bases for excused performance (“Unavoidable Delay” or “Unavoidable Event”). Upon the occurrence of an Unavoidable Event, the time for performance shall be extended, for the duration of the Unavoidable Delay.

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

Carried (5 to 0)

## 11. POLICY MATTERS

### 11.1 Approve Mammoth Lakes Chamber of Commerce Agreement – July 2025 – June 2028.

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

Brianna Goico, Mammoth Lakes Chamber of Commerce President & CEO, spoke in support of the proposed agreement. There was discussion among members of Council, Ms. Goico, and staff.

PUBLIC COMMENT:

Alisa Mokler Harper, President of the Board of the Mammoth Lakes Chamber of Commerce, spoke about the value of Ms. Goico and her team. She spoke in support of the proposed contract.

Kerry Peterson, Treasurer of the Mammoth Lakes Chamber of Commerce, spoke in support of the proposed contract.

There was discussion among members of Council.

Moved by Mayor Pro Tem Amanda Rice
Seconded by Councilmember Brent Truax

Approve the contract with the Mammoth Lakes Chamber of Commerce (Chamber) and authorize the Town Manager to execute the agreement for a term of 3 years, commencing July 1, 2025, through June 30, 2028.

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

Carried (5 to 0)

### 11.2 Fiscal Year 2025-26 Budget – General Fund Revenue Projections.

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

## 12. COUNCILMEMBER REPORTS

Councilmember Wentworth attended the Sierra Jobs First Governing Board meeting, the California Natural Resources Agency meeting, and the Wildfire Task Force meeting.

Councilmember Truax attended the Summer Expo held at the CRC.

## 13. CLOSED SESSION

At 8:46 p.m. the Mayor announced that the Council would be entering into closed session for the purposes as stated in the agenda.

**13.1 Pursuant to Government Code Section 54957.6 (a), Conference with Labor Negotiators - Town Council will meet with its representatives, Town Manager Rob Patterson, Community and Economic Development Director Nolan Bobroff, and Human Resources Manager Amanda Pelham, with respect to the following employee associations: the Mammoth Lakes Police Officers' Association and the Mammoth Lakes Police Supervisory Association.**

**13.2 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One case)**

## 14. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

The Council reconvened from closed session at 9:32 p.m. and announced that there was no reportable action taken.

## 15. ADJOURNMENT

The Council adjourned the meeting at 9:32 p.m.

_____
Jamie Gray, Town Clerk

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Waive the second reading and adopt by title only the Ordinance making the required CEQA and Municipal Code findings, and approving District Zoning Amendment 24-001 to amend the 2021 Amended Phase One Clearwater Specific Plan

**Council Meeting Date:** 4/16/2025

**Prepared by:** Kim Cooke, Senior Planner

**Recommended Motion:** Waive the second reading and adopt by title only the Ordinance making the required CEQA and Municipal Code findings, and approving District Zoning Amendment 24-001 to amend the 2021 Amended Phase One Clearwater Specific Plan.

**Summary:** The Town Council considered 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) at a public hearing on March 19, 2025, and voted 4-0 to: (1) waive the first reading and introduce by title only the Ordinance making the required CEQA and Municipal Code findings, and approving District Zoning Amendment 24-001 as recommended by the Planning and Economic Development Commission; and (2) to 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 contingent on the ordinance for the DZA taking effect, with conditions as recommended by the Planning and Economic Development Commission.

If the Town Council approves the ordinance for DZA 24-001, the ordinance will become effective 30 days after the approval date. Once the ordinance is effective, the resolution approving TTM 24-003 and UPA 24-004 will become effective, and the applicant could submit a final map for the approved subdivision.

The subsequent amendment to the Amended Phase One CSP consists of a District Zoning Amendment (DZA) 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.

**ORDINANCE NUMBER 25-03**

**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 voted 4-0 to 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 as recommended by the Planning and Economic Development Commission; 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 16th day of April, 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~~, 20241**

## 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. |

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Waive the second reading and adopt by title only the Ordinance making the required CEQA and Municipal Code findings, and approving the Amended and Restated Snowcreek Development Agreement

**Council Meeting Date:** 4/16/2025

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

**Recommended Motion:** Waive the second reading and adopt by title only the Ordinance making the required CEQA and Municipal Code findings, and approving the Amended and Restated Snowcreek Development Agreement

**Summary:** The Town Council considered the Amended and Restated Snowcreek Development Agreement at a public hearing on April 2, 2025, and voted 5-0 to waive the first reading and introduce by title only the ordinance making the required CEQA and Municipal Code findings, and approving the Amended and Restated Snowcreek Development Agreement with modifications to Sections 2.2.1.2 (Golf Course Operations Plan), 2.2.1.7 (Wildfire Mitigation), and 11.15 (Unavoidable Delays).

If the Town Council approves the ordinance for the Amended and Restated Snowcreek Development Agreement, the ordinance will become effective on the 31st day following the adoption of the ordinance (i.e., May 17, 2025). The adoption of the ordinance approving a development agreement by the Town Council is subject to referendum in compliance with Government Code §65867.5 for a period of 30 days.

The 2010 Snowcreek Development Agreement (SDA) became effective in July 2010 and vests the entitlements granted in the Snowcreek Master Plan Update - 2007 (SMPU) for the Snowcreek VIII development and the entitlements granted under the previous 1981 Snowcreek Master Plan for the Snowcreek VII (Creekhouse) development. The term of the SDA is for 20 years covering the period of July 23, 2010 – July 23, 2030; however, starting in July 2020, the term of the SDA is reduced one day for each day that construction of the hotel and expanded golf course has not commenced. Construction of these elements has not commenced and therefore, the term is currently being reduced and will expire in July 2025.

As a result of the impending expiration of the SDA in July 2025, the Developer is requesting an amendment to the SDA. The requested amendment proposes to: (1) extend the SDA for an additional 20 years through 2045; and (2) to remove the language that shortens the term of the DA if the golf course and hotel are not constructed during a specified term. In exchange for the extension, the Town is asking for: (1) a commitment to operate the existing 9-hole golf course for the life of the extended SDA; (2) the permanent protection of the existing 9-hole golf course area for open space and recreation purposes; (3) the potential for interim recreation uses on the golf course expansion area; (4) a commitment to work with the Fire District on the construction of fire breaks through the Snowcreek VIII site; and (5) all of the 'greater community benefits' identified in the SDA to remain in place. The other proposed amendments are intended to: (1) improve the clarity of what is required under the SDA with regards to affordable housing and fees; and (2) to improve the clarity of the agreement.

**ORDINANCE NUMBER 25-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, APPROVING THE AMENDED AND RESTATED SNOWCREEK DEVELOPMENT AGREEMENT BY AND AMONG THE TOWN OF MAMMOTH LAKES, SNOWCREEK HILLTOP DEVELOPMENT CO, LLC AND SNOWCREEK INVESTMENT COMPANY II, LLC, FOR THE SNOWCREEK VII AND VIII PROJECTS LOCATED ON THE "SNOWCREEK PROPERTIES", AS DEFINED IN THE ATTACHED AMENDED AND RESTATED SNOWCREEK DEVELOPMENT AGREEMENT**

**WHEREAS,** in accordance with Sections 65864 through 65869.5 of the California Government Code ("State Development Agreement Law"), the Town adopted an ordinance to add Chapter 17.104 to the Mammoth Lakes Municipal Code authorizing the use of, and imposing additional requirements on, development agreements; and

**WHEREAS,** under the authority of Ordinance No. 10-08, the Town of Mammoth Lakes, a municipal corporation (the "Town"), Snowcreek Hilltop Development Company, L.P., a California Limited partnership ("SHDC") and Snowcreek Investment Company L.P., a California limited partnership ("SIC") entered into a Development Agreement, dated July 23, 2010, recorded in the Official Records of Mono County on July 13, 2010 as Document No. 2010003240 ("2010 Development Agreement"); and

**WHEREAS,** on December 8, 2016 the owner of the Snowcreek VII project, SHDC, was approved by the Town to transfer 100% of its interest to a new owner, Snowcreek Hilltop Development Co, LLC ("SHDC LLC"), an affiliate of SHDC, and the owner of the Snowcreek VIII project, SIC, was approved by the Town to transfer 100% of its interest to a new owner, Snowcreek Investment Company II, LLC ("SIC II"), an affiliate of SIC; and

**WHEREAS,** the 2010 Development Agreement extends the time permitted to implement the development described in the Final Environmental Impact Report (State Clearinghouse #2006112015) (the "FEIR"), the Mitigated Negative Declaration (State Clearinghouse #2006022011) (the "MND"), and the Project Approvals, as defined in the 2010 Development Agreement (the "Snowcreek Projects"); and

**WHEREAS,** the Snowcreek Projects consist of the Snowcreek VII project which allows for the construction of up to 118 condominium units, multi-use paths, and preservation of open space areas and the Snowcreek VIII project which allows for the construction of up to 790 residential dwelling units, a resort hotel with up to 250 rooms, 150 private residence club units, up to 75,000 square feet of non-residential uses, an

expansion of the existing 9-hole golf course into an 18-hole championship golf course, and various recreational amenities (i.e., multi-use paths, snow play area, and winter trails); and

**WHEREAS**, the real property included in the Snowcreek Projects is legally described on Exhibit A-1 attached hereto and referred to herein as the "Snowcreek VII Property;" and on Exhibit A-2 attached hereto and referred to herein as the "Snowcreek VIII Property" (collectively, sometimes referred to herein as the "Snowcreek Properties"); and

**WHEREAS,** pursuant to authority provided by Section 10.1 of the Development Agreement, Municipal Code section 17.104.080, and Government Code section 65868, the Parties desire to amend the 2010 Development Agreement to further extend the time to implement the Snowcreek Projects; and

**WHEREAS,** Town staff, SHDC LLC and SIC II have prepared an Amended and Restated Snowcreek Development Agreement ("Amended and Restated Development Agreement") for consideration by the Mammoth Lakes Planning and Economic Development Commission and Town Council; and

**WHEREAS,** the Planning and Economic Development Commission held a duly noticed public hearing on February 12, 2025, which was subsequently continued to the regular Commission meeting on March 12, 2025 and was then subsequently continued to a special Commission meeting on March 18, 2025, for the purpose of receiving testimony on, deliberating and making a recommendation to the Town Council regarding the Amended and Restated Development Agreement. The Planning Commission considered all public comments received and all pertinent documents, including the Staff Report dated March 18, 2025, regarding the proposed Amended and Restated Development Agreement, and adopted Resolution PEDC 2025-03 recommending approval of the Amended and Restated Development Agreement by the Town Council; and

**WHEREAS,** on April 2, 2025, the Town Council conducted a duly noticed public hearing on the Amended and Restated Development Agreement, reviewed the staff reports, considered testimony and materials, and received into the record all pertinent documents related to the Amended and Restated Development Agreement.

**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 has reviewed and considered the available information and determined the Amended and Restated

Development Agreement (i) does not propose any substantial changes to the Snowcreek Projects that would require major revisions of the EIR or MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (ii) no substantial changes have occurred with respect to the circumstances under which the Snowcreek Projects are being undertaken which would require major revisions of the FEIR or MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (iii) 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 as complete and the MND was adopted, that shows any of the following:

A. The First Amendment will have one or more significant effects not discussed in the previous EIR and MND;

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 Snowcreek Projects;

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. (California Environmental Quality Act ("CEQA") Guidelines section 15162.)

Further, no changes to the EIR or MND are necessary pursuant to CEQA Guidelines section 15164. The Amended and Restated Development Agreement proposes no physical changes to the Snowcreek Projects and will not have any significant adverse effect on the environment that was not adequately analyzed in the FEIR and MND. The FEIR and MND were prepared and certified/adopted in accordance with the California Environmental Quality Act and the State CEQA Guidelines.

***Section 3.*** Findings for the Amended and Restated Development Agreement**.** The Town Council hereby finds and determines based on the information presented herewith:

A. The Amended and Restated Development Agreement is consistent with the Town's General Plan and each of the goals, policies, general land uses and programs since the amendments will further implement the Snowcreek Master Plan Update, which was approved by Ordinance 09-05, incorporated herein by reference, and was found to be in conformance with both the General Plan and Vision Statement. The amendments will also further implement the Snowcreek VII project, which was approved by Planning Commission Resolution 2006-15,

incorporated herein by reference, and was found to be in conformance with the General Plan and the Snowcreek Master Plan.

B. The Amended and Restated Development Agreement is compatible with the uses authorized in, and the performance and development standards prescribed for, the zone classifications in which the Snowcreek Properties are located because the Snowcreek VII and VIII project were found to be consistent with the Resort and Open Space zoning designations that specify development standards for the project area.

C. The Amended and Restated Development Agreement is in conformity with and will promote public convenience, the general welfare and good land use and development practices because the amendments will further implement and facilitate the development of the Snowcreek Master Plan Update and Snowcreek VIII project, which are consistent with the General Plan, and have been reviewed pursuant to CEQA to reduce potential environmental impacts to the maximum extent feasible.

D. The Amended and Restated Development Agreement will be of greater benefit to the community than development under present zoning because it provides greater assurances that the Snowcreek Master Plan Update (Snowcreek VIII) project will be constructed and completed in accordance with Ordinance 09-05. The Snowcreek VII project was previously completed during the term of the 2010 Development Agreement and all benefits associated with that project have been provided. In addition, the Town will receive additional community benefits through this development as described in Exhibit B of the Amended and Restated SDA.

E. The term or duration of the Amended and Restated Development Agreement has a commensurate relationship to the benefits provided because the proposed 20-year term of the Amended and Restated Development Agreement would allow for the development to be developed in phases over an extended period of time and would provide the Developer with the assurances that they will have a vested right to develop the site during that term. In exchange for those assurances and the 20-year term, the Town would receive the benefits outlined in the Amended and Restated Development Agreement, such as the housing mitigation in excess of what the current Town's Housing Ordinance would otherwise require (i.e., 47 units on-site housing), (b) $10M financial contribution, and (c) additional park land). Furthermore, the Developer could still construct the Snowcreek VIII project as outlined in the Snowcreek Master Plan Update without the agreement, but the Town would not receive any of the Community Benefits outlined in the Amended and Restated Development Agreement.

***Section 4.*** Approval. The Amended and Restated Development Agreement, a copy of which is attached hereto as Exhibit "A," is hereby approved. The Town Manager and Town Attorney are authorized to execute and deliver the Amended and Restated Development Agreement on behalf of the Town.

***Section 5.*** Recording. Pursuant to California Government Code Section 65858.5, the Town Clerk shall record with the County Recorder of the County of Mono a copy of the Amended and Restated Development Agreement within ten (10) days after the Amended and Restated Development Agreement is executed on behalf of the Town, SHDC LLC and SIC II.

***Section 6.*** Modifications to Snowcreek Master Plan. Prior to the effective date of the Amended and Restated Development Agreement, the Director shall make minor corresponding changes to the Snowcreek Master Plan in order to ensure consistency between the Amended and Restated Development Agreement and the Snowcreek Master Plan. Said changes shall be administratively approved as minor amendments to the Snowcreek Master Plan pursuant to Mammoth Municipal Code section 17.116.070.

***Section 7.*** Severability. If any section, subsection, subdivision, paragraph, sentence, clause of 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 8.*** 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 16th day of April, 2025.

_____
Mayor, Chris Bubser

ATTEST:

_____
Town Clerk, Jamie Gray

EXHIBIT “A”

AMENDED AND RESTATED SNOWCREEK DEVELOPMENT AGREEMENT

[See Attached]

This document is recorded for the
benefit of the Town of Mammoth Lakes
and is entitled to be recorded free
of charge in accordance with
Sections 6103 and 27383 of the
Government Code.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Town of Mammoth Lakes
Attn: Town Clerk
P.O. Box 1609
437 Old Mammoth Road, Suite R
Mammoth Lakes, CA 93546

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(Space Above For Recorder' Use)

**AMENDED AND RESTATED**

**DEVELOPMENT AGREEMENT**

**by and among**

**TOWN OF MAMMOTH LAKES, a municipal corporation,**

**SNOWCREEK HILLTOP DEVELOPMENT CO, LLC,**
**a Delaware limited liability company; and**

**SNOWCREEK INVESTMENT COMPANY II, LLC,**
**a Delaware limited liability company**

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**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**
**BY AND AMONG**
**TOWN OF MAMMOTH LAKES, SNOWCREEK HILLTOP DEVELOPMENT CO, LLC**
**and SNOWCREEK INVESTMENT COMPANY II, LLC**

This AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement"), effective as of May 17, 2025 ("Effective Date"), is entered into by and among the TOWN OF MAMMOTH LAKES, a municipal corporation (the "Town"), and SNOWCREEK HILLTOP DEVELOPMENT CO, LLC, a Delaware limited liability company ("SHDC LLC") and SNOWCREEK INVESTMENT COMPANY II, LLC, a Delaware limited liability company ("SIC II") (collectively SHDC LLC and SIC II are sometimes referred to as "Developer" or "Snowcreek") with reference to the following facts and intentions:

R E C I T A L S :

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risk of development, the Legislature of the State of California enacted Government Code Section 65864-65869.5, *et seq.* ("Development Agreement Statute"). The Development Agreement Statute authorizes the Town to enter into a binding development agreement with a developer having a legal or equitable interest in real property, establishing certain development rights in such property.

B. Pursuant to the Development Agreement Statute, the Town has adopted the Development Agreement Ordinance (defined below), which sets forth rules and regulations establishing procedures and requirements for processing and approval of development agreements, including a requirement for such agreements to provide greater community benefit to the community than under present zoning, such as needed facilities, improvements or services. This Agreement has been processed and approved in accordance with the Development Agreement Statute and the Development Agreement Ordinance.

C. SHDC LLC owns the following development project, which is affected by the terms of this Agreement: "Snowcreek VII;" and SIC II owns the following development project which is affected by the terms of this Agreement: "Snowcreek VIII" (collectively, sometimes referred to herein as the Snowcreek Projects).

The real property owned by SHDC LLC that is subject to this Agreement is legally described on Exhibit A-1 attached hereto and referred to herein as the "Snowcreek VII Property;" and the real property owned by SIC II that is subject to this Agreement is legally described on Exhibit A-2 attached hereto and referred to herein as the "Snowcreek VIII Property" (collectively, sometimes referred to herein as the "Snowcreek Properties").

D. Since the adoption of the original Master Plan by Mono County in 1974 and the amendment/update thereto by the County in 1981, as the property has been developed by Developer's predecessor-in-interest, many substantial community benefits have been provided to the community both by Developer's predecessor-in-interest and by Developer. The most significant of those are:

1. Water Rights from Arcularius Land, totaling over 4,500,000 gallons per day. The majority of these rights were conveyed in trust to the Mammoth Community Water District ("MCWD").

2. Mammoth High School land. Approximately twenty-two (22) acres were acquired from United States Forest Service ("USFS") and donated to the Mammoth Unified School District ("MUSD") on November 30, 1983.

3. The Crowley Lake School Site, APN 60-110-14. Twenty (20) acres were acquired from USFS and donated to MUSD.

4. An Elementary School Site. Ten (10) acres were acquired from USFS and donated to MUSD.

5. A Water Treatment Plant site. The Water Treatment Plant site property was sold to MCWD.

6. Fire Station Site. The Fire Station site property was donated to MLFPD.

7. Snowcreek Athletic Club. The Snowcreek Athletic Club was developed as an amenity for residents of the area and the Town as a whole.

8. Golf Course. A 9-hole golf course was built and open to the public.

9. Granted easements to MCWD for Well #4 and Well #6, wells located on private land along with numerous pipeline easements to connect these wells and Well #10. Also granted an easement to the MCWD for Monitoring Well #28M on property acquired in a land exchange with the USFS.

10. As a completely voluntary act of Developer's predecessor-in-interest and without any express or implied encouragement of the Town, two acres of land was provided for the Catholic Church.

11. Road improvements. Constructed Minaret Road offsite (no Snowcreek frontage) between the "bell" parcel and Starwood subdivision. Full road section with drainage improvements constructed for 1,200 feet north of Snowcreek ownership. Constructed additional 1,200 feet of full width improvements between Snowcreek Crest subdivision and Starwood subdivision.

12. Less than maximum density on the site. Snowcreek VI has been designed to have less density in the Project than allowable under the current zoning regulations and Master Plan.

13. Significant landscaping and water features complete with two ponds and a waterfall.

14. Fees, Taxes and Other Positive Fiscal Impact. Snowcreek VI and every prior phase of Snowcreek have generated significant revenues (taxes, including transient

occupancy tax, and fees, including development and art fees) for the Town and other taxing agencies.

15. SIC also has provided funds to subsidize The Snowcreek Athletic Club so that it will remain an amenity for Snowcreek residents and the Town as a whole.

E. Benefits associated with the development of the remaining portion of Snowcreek VII include:

1. Bike path/recreational trail public easement. A bike path has been completed and connects a section of trail linking the Old Mammoth area from the Snowcreek Athletic Club to the intersection of Old Mammoth Road and Minaret Road. A 12' wide public easement has been recorded for recreational trail purposes. Trail maintenance will be paid for through a benefit assessment district. The entire bike path/recreational trail was constructed in connection with the first phase of Snowcreek VII.

2. Public access easement for fishing and hiking along Mammoth Creek. A 40' wide public access and drainage easement has been recorded along Mammoth Creek from the Athletic Club to Minaret Road.

3. The historic Wildasinn Cabin and Pelton Wheel (Knight Wheel) will remain on site and the Cabin has been restored. The Pelton wheel was originally used for mining operations in the area. It was salvaged by Charles F. Wildasinn to supply power to the Wildasinn Hotel, Mammoth's first resort.

4. Open space areas. The Project has open space areas throughout for the enjoyment of owners and visitors to the area.

5. Recycling stations. The Project has recycling stations throughout the site that are serviced on a weekly, or as needed basis, by a recycling service.

6. Fees, Taxes and Other Positive Fiscal Impacts. Snowcreek VII has provided and will continue to provide significant revenues (taxes, including property taxes, sales and use taxes and transit occupancy taxes, and fees, including development impact fees) for the Town and other taxing agencies.

F. Benefits associated with the development of Snowcreek VIII include:

1. Increased Town revenues.

a. Transient Occupancy Tax (TOT). It is estimated that Snowcreek VIII will generate approximately $5.3 Million annually in TOT revenue to the Town.

b. Sales Tax. It is estimated that Snowcreek VIII's residents and visitors will make approximately $45.4 Million in taxable purchases per year in the Town for entertainment, food and retail.

The total combined estimated sales tax revenue generated by the Snowcreek VIII Project is $477,000 per year.

c. Property Tax. At the Town's current property tax rate, it is anticipated that the Snowcreek VIII Project will generate $733,000 in annual property tax revenue. An additional approximate $9.2 million in total annual property tax revenue will be divided among the Mammoth Lakes Fire Protection District, MUSD, County Library, MCWD and MCWD 2, Southern Mono Hospital and the Mono County general fund.

d. Utility User Tax and Franchise Fees. Estimated added utility tax revenue is $66,000. Estimated annual franchise fee revenue is $33,000.

e. Business License Tax. Total business license tax generated by the project is estimated at $9,000.

f. Intragovernmental revenues and administrative service fees. Approximately $2,000 per year will be generated in each category.

2. A world class destination resort hotel complements the Mammoth Mountain Ski Area experience and provides a year-round tourist draw to the Town.

3. A championship level 18-hole golf course (expanding the existing 9-hole golf course) and a practice facility.

4. A Golf Clubhouse.

5. Restaurant(s), bar(s) and lounge(s).

6. Retail opportunities at the Resort Hotel.

7. Conference facilities.

8. A spa/wellness center.

9. A Commercial/Retail Facility in the Project Entry/Gateway area.

10. An Outfitters Cabin located in or near the Resort Hotel for use by residents and visitors alike, that can act as a rental facility and staging area for year-round outdoor activities.

11. Cooperation in the MCWD expansion and possible improvement and distribution of MCWD tertiary water treatment to the extent available, legally permissible and on a schedule and in volumes agreed to by MCWD and Developer.

12. In accordance with Town regulations and the private land use covenant between the Town and Developer, provision of land for ancillary utility use (propane tank storage) to assist in meeting the Town's predicted future energy needs in the event the site currently under consideration by the Town, Turner Gas and the USFS is determined to be unacceptable by those parties.

13. Well planned multi-use paths to facilitate the use of non-automobile forms of transportation and recreation. Careful placement of multi-use paths, sidewalks, and public plazas are included in the Project. These paths are designed to connect the Resort Hotel with the Town, the Outfitters Cabin, Commercial/Retail Facility, the existing Snowcreek Athletic Club, and Equestrian Center.

14. An internal open space corridor.

15. Transit enhancements, including:

a. A shuttle service for hotel guests to Eagle Lodge and the Village/Gondola areas.

b. Shuttle vans for residents to use, provided by the Snowcreek VIII Homeowners Association, going to major visitor stops.

16. Art Fees. The Project will provide public art on-site pursuant to the Snowcreek Master Plan Update and Section 5.5.3 herein.

17. A snow play area.

18. A mini-park.

19. A Great Lawn at the Resort Hotel, providing a large outdoor entertainment area.

20. Winter cross-country Trails on the Golf Course, for cross-country skiing and snow shoeing.

21. Convenient egress for backcountry skiers and snowshoers. The Golf Course and its cross-country trails will act as a legal, convenient portal from the Sherwins for backcountry skiers and snowshoers.

22. A secondary access road serving both Snowcreek V and Snowcreek VIII and solving a longstanding problem affecting both Snowcreek V residents and the Town.

23. An Emergency Vehicle Access road.

G. The Town acknowledges a number of project features in both Snowcreek Projects as conditioned and approved by Town Council go beyond what may legally be imposed on development projects through an entitlement process. Those greater community benefits include but are not limited to:

1. The Additional Financial Contribution.

2. Fiscal benefits that will accrue to the Town and community through the implementation of the Project as intended that would not occur without this Agreement, including transient occupancy taxes.

3. 8.9 acres of park area provided in excess of that required in conjunction with the buildout of Snowcreek VIII.

4. Preservation of Mammoth Creek open space corridor. This was completed on July 19, 2018 upon Developer recording a conservation easement over and donating to the Town the Mammoth Creek Open Space Corridor to permanently protect it, the legal description of which is attached hereto as Exhibit K and incorporated herein by this reference.

5. Championship 18-hole golf course will be designed by a top course architect.

6. Practice facility to be designed by a top course architect.

7. Secondary access for both Snowcreek V and VIII and the Emergency Vehicle Access Road connecting the Snowcreek VIII Project to Sherwin Creek Road is in addition to Mammoth Lakes Fire Protection District ("MLFPD") requirements.

8. Allowing egress of backcountry skiers, snowboarders, snowshoers from the Sherwin Range immediately upon approval of the Project prior to its construction and completion.

9. Programming of public spaces, including but not limited to the Great Lawn and Outfitters' Cabin, to increase visitation to the project and Town.

10. Establishment of public access across certain points of the project to allow public egress to surrounding public lands prior to Project construction and after completion and which would also provide access to an enhanced network of publicly accessible multi-use paths that is connected to the Town's trail system.

11. If needed by the Town, the Developer will provide the property described on Exhibit F attached hereto and incorporated herein by this reference for propane storage tanks.

H. As a result of the complexity, magnitude, and multi-use nature of the Snowcreek Projects, and the substantial financial investment by both parties associated with development of the Snowcreek Projects and the investment both parties plan for the Snowcreek Projects and surrounding geographic areas, the Town and the predecessors to the Developer, Snowcreek Hilltop Development Company, L.P., a California Limited partnership ("SHDC") and Snowcreek Investment Company L.P., a California limited partnership ("SIC") entered into a Development Agreement for the Snowcreek Projects, dated July 23, 2010 ("2010 Development

Agreement"). The Town Council adopted Ordinance No. 10-08 authorizing the execution of and approving the 2010 Development Agreement on June 23, 2010 ("Approving Ordinance – 2010").

Under the 2010 Development Agreement, the Town provided assurances to the predecessors of the Developer that it will have the right to develop, use and operate the Snowcreek Projects during the term of the 2010 Development Agreement, subject to all the terms and conditions set forth therein, and it was determined that by entering into the 2010 Development Agreement, the community will receive greater benefit from the Snowcreek Projects than would have been provided under present zoning, as set forth in Exhibit B to the 2010 Development Agreement. In addition, it was determined that the 2010 Development Agreement will facilitate orderly growth and quality development of the Snowcreek Projects in conformance with the goals and policies of the Town's General Plan and the Snowcreek Master Plan Update.

I. In 2016, the Town approved the assignment of the 2010 Development Agreement to the Snowcreek VII Developer, SHDC LLC, an affiliate of SHDC, and the Snowcreek VIII Developer, SIC II, an affiliate of SIC.

J. Unless otherwise amended, the 2010 Development Agreement will expire on July 23, 2025, since construction of the Resort Hotel and the 18-hole championship golf course has not commenced as required by Section 2.2.1(c)(2) of the 2010 Development Agreement.

K. Since 2010, the Snowcreek VII project has been completed; however, the development of the Snowcreek VIII project was delayed for a variety of reasons. The Parties wish to ensure that certain development regulations contained in the 2010 Development Agreement that are in effect through July 23, 2025, continue to govern the Property. Therefore, the Parties wish to (1) extend the term of the 2010 Development Agreement by an additional 20 years beyond the current date of expiration to July 23, 2045, and (2) modify certain limited terms of the 2010 Development Agreement ("Amended and Restated Development Agreement").

L. Exhibit B of the 2010 Development Agreement sets forth certain public benefits to be provided by the Developer. The Parties desire to ensure the continuation of certain of those public benefits and to add certain additional requirements. Exhibit B of the 2010 Development Agreement remains unchanged and is attached hereto and incorporated herein by this reference

M. This Amended and Restated Development Agreement is intended to be an amendment pursuant to Government Code Section 65868. This Amended and Restated Development Agreement has been considered and approved in the same manner as the 2010 Development Agreement with public hearings pursuant to Government Code Section 65867.

N. The Town Council has evaluated the potential environmental impacts of this Amended and Restated Development Agreement and has determined that any potential impacts have been adequately analyzed in the Final Environmental Impact Report (EIR) for the Snowcreek Master Plan Update 2007, certified by the Town Council on July 8, 2009 by Town Council Resolution No. 09-45, in accordance with the California Environmental Quality Act ("CEQA"). There are no circumstances present that would require a new, subsequent or

supplemental environmental impact report for this Amended and Restated Development Agreement, under the provisions of CEQA.

O. On March 18, 2025, the Town's Planning and Economic Development Commission ("PEDC") held a duly noticed public hearing on this Amended and Restated Development Agreement, made findings and determinations with respect to this Amended and Restated Development Agreement, and recommended to the Town Council that the Town Council approve this Amended and Restated Development Agreement.

P. On April 2, 2025, the Town Council held a duly noticed public hearing on this Amended and Restated Development Agreement and considered the PEDC's recommendations and the testimony and information submitted by Town staff, the Developer, and members of the public. On April 16, 2025, pursuant to Government Code Section 65864 et seq. and the procedures set forth in the Development Agreement Ordinance, the Town Council adopted Ordinance No. 25-__ ("Approving Ordinance – Amendment") approving this Amended and Restated Development Agreement, authorizing its execution, and making the following specific findings pursuant to Section 17.104.040 of the Development Agreement Ordinance:

1. This Amended and Restated Development Agreement is consistent with the goals, policies, general land uses and programs specified in the Town's General Plan.

2. This Amended and Restated Development Agreement and the development plans for the Property are compatible with the uses authorized in, and the performance and development standards prescribed in the Snowcreek Master Plan Update.

3. This Amended and Restated Development Agreement is in conformity with and will promote public convenience, the general welfare and good land use and development practices.

4. This Amended and Restated Development Agreement provides greater benefit to the community than under present zoning, including the Snowcreek Master Plan Update such as needed facilities, improvements or services.

5. The term of this Amended and Restated Development Agreement has a commensurate relationship to the benefits provided.

Q. This Amended and Restated Development Agreement shall be referred to hereinafter as the "Agreement".

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants set forth herein, the Town and Developer agree as follows:

## ARTICLE 1
## DEFINITIONS

For purposes of this Agreement, unless defined in this Article 1, capitalized terms shall have the meanings set forth in the Snowcreek Master Plan Update.

1.1 **"Additional Financial Contribution"** means up to the $10 Million amount Developer has agreed to pay to the Town for purposes beneficial to the community, depending on the number of residential units and Resort Hotel Rooms/Suites actually constructed.

1.2 **"Affordable Housing Mitigation Financial Framework"** means the financial parameters that establish the limit for Developer's affordable housing mitigation obligations.

1.3 **"Amended and Restated Development Agreement**" means that certain development agreement amending and restating the 2010 Development Agreement for the Snowcreek Projects, dated May 17, 2025, approved by Approving Ordinance – Amendment, and recorded in the Official Records of Mono County on [date], 2025 as Document No. _____.

1.4 **"Approving Ordinance - 2010"** means Ordinance No. 10-08 of the Town Council, adopted on June 23, 2010, approving execution of the 2010 Development Agreement.

1.5 "**Approving Ordinance - Amendment**" means Ordinance No. 25-__ of the Town Council, adopted on April 16, 2025, approving execution of this Agreement.

1.6 "**Area of Geographic Nexus**" means the area described as the "Snowcreek District Sphere of Influence" and the "Sherwin Area Recreation Plan" as described in Exhibit J.

1.7 "**Assignment Agreement"** is defined in Section 8.1 and a form is attached as Exhibit G.

1.8 "**Building Permit**" means any building permit including but not limited to permits for grading, excavation, demolition, site preparation, building, superstructure, or any permits required for earth disturbing activities.

1.9 "**Code"** means the Town of Mammoth Lakes Municipal Code, as amended as of the Effective Date.

1.10 **"COLA"** means the cost of living adjustment codified in section 15.16.090 of the Code.

1.11 "**Community Development Director"** means the person so designated by the Town Manager or his designee.

1.12 "**County**" means Mono County, California.

1.13 "**Developer**" means the Party or Parties who sign this Agreement as Developer, and, subject to the restrictions on assignment set forth herein, successor Owners.

1.14 "**2010 Development Agreement**" means that certain Development Agreement for the Snowcreek Projects, dated July 23, 2010, approved by Approving Ordinance – 2010 and recorded in the Official Records of Mono County on July 13, 2010 as Document No. 2010003240.

1.15 "**Development Agreement Ordinance**" means Chapter 17.104 of the Code.

1.16 "**Development Agreement Statute**" means Government Code Section 65864, *et seq.*

1.17 "**Development Impact Fees**" means Development Impact Mitigation Fees as defined in the DIF Resolution, but as applied to the Snowcreek Projects in accordance with this Agreement.

1.18 "**DIF Resolution**" means Resolution 24-41 approved by the Town Council on June 19, 2024.

1.19 "**Effective Date**" means the effective date of the Approving Ordinance – Amendment, which shall mean the thirty-first (31st) day following the adoption of the Approving Ordinance – Amendment by the Town Council.

1.20 "**Existing 9-hole Golf Course**" means a 9-hole golf course located on Lot 16 of TM 09-002, the operation and maintenance of which will be subject to the Golf Course Operations and Maintenance Plan.

1.21 "**Fiscal Year**" means each fiscal year of the Town (July 1 through June 30), beginning with the fiscal year in which the Effective Date of this Agreement occurs.

1.22 "**General Plan**" means the Town of Mammoth Lakes General Plan, approved in 2007, as amended by GPA 2009-01.

1.23 **"Litigation Challenge"** means any court action or proceeding instituted by a third-party or other governmental entity or official challenging the validity of any of the Project Approvals.

1.24 "**Lot**" shall mean any legally subdivided lot or parcel within the Property, from time to time.

1.25 "**Master Developer**" means SNOWCREEK HILLTOP DEVELOPMENT CO, LLC., a Delaware limited liability company, and SNOWCREEK INVESTMENT COMPANY II, LLC, a Delaware limited liability company.

1.26 "**Master Plan**" means the approved development plan pertaining to Snowcreek, approved April 1981, that regulates uses and development standards on all portions of Snowcreek other than Snowcreek VIII.

1.27 "**Mortgagee**" means a mortgagee under any mortgage or a beneficiary under a deed of trust affecting any portion of the Property.

1.28 "**Official Records**" means the official records maintained in the Recorder's Office of Mono County, California.

1.29 "**Operating Memorandum**" is defined in Section 7.1.

1.30 "**Owner**" means each owner of record fee title to all or any portion of the Snowcreek Project, during the time such party holds the requisite ownership interest. As of the Effective Date, each Developer (including Master Developer) is an Owner.

1.31 "**Party**" means, individually, and "**Parties**" means, collectively, the parties to this Agreement, consisting of the Town (and its successors and assigns hereunder) and Developer (including, subject to the restrictions on assignment set forth herein, successor Owners).

1.32 **PEDC**" means the Planning and Economic Development Commission of the Town of Mammoth Lakes

1.33 "**Person**" means any individual or legal entity.

1.34 **"Project Approvals"** is defined in Section 3.2.

1.35 "**Property"** means the property legally described in Exhibits A-1 and A-2.

1.36 "**Public Improvements"** means the public facilities, infrastructure and improvements constructed by Developer in connection with the Snowcreek Projects.

1.37 **"SNOWCREEK HILLTOP DEVELOPMENT CO, LLC Affiliate"** means an entity controlled by, controlling, or under common control with SHDC LLC, Developer herein. For purposes of this definition, "control" means the possession, directly or indirectly, of (a) an ownership in the applicable entity and (b) power to direct or cause the direction of the management and policies of such entity.

1.38 "**SNOWCREEK INVESTMENT COMPANY II, LLC Affiliate"** means an entity controlled by, controlling, or under common control with SIC II, Developer defined herein. For purposes of this definition, "control" means the possession, directly or indirectly, of (a) an ownership in the applicable entity and (b) power to direct or cause the direction of the management and policies of such entity.

1.39 "**Snowcreek Master Plan Update**" or "Master Plan Update" means the Town approved development plan, including Appendix B, Design Guidelines and Appendix C, Landscape Master Plan, governing Snowcreek VIII, submitted in 2007 and approved by the Town Council on August 5, 2009, by Ordinance No. 2009-05, and as may be modified from time to time by Developer in accordance with Town requirements.

1.40 "**Snowcreek Project**" means, individually, and "Snowcreek Projects" means, collectively, the development projects identified in Recital D, which are being developed or are to be developed, on the Snowcreek VII Property or Snowcreek VIII Property as anticipated by the Project Approvals.

1.41 "**Subordination Agreement**" is defined in Section 8.2.1 and a form is attached as Exhibit H.

1.42 "**Subsequent Permits**" is defined in Section 5.1.1.

1.43 "**Term**" means the term of this Agreement, as defined in Section 2.2.

1.44 "**This Agreement**" means this Amended and Restated Development Agreement, which amends and restates the 2010 Development Agreement.

1.45 "**Town Council**" means the Town Council of the Town of Mammoth Lakes, its governing body.

1.46 "**Town Manager**" means the person so designated by the Town pursuant to the Code or his/her designee.

1.47 "**Town Parties**" means the Town and its elected officials, officers, contractors serving as Town officials, agents, and employees.

1.48 "**Unavoidable Delays or Events**" as defined in Section 11.15.

1.49 "**Vested Rules**" are defined in Section 3.1.

## ARTICLE 2
## GENERAL PROVISIONS

2.1 Property Subject to This Development Agreement. This Agreement shall benefit and encumber the Property to be developed as the Snowcreek Projects (collectively the "Properties").

2.2 Term of Agreement. The Term of this Agreement shall continue in full force and effect until July 23, 2045 with one automatic five (5) year extension provided the Existing 9-hole Golf Course is operated and maintained in accordance with Section 2.2.1.1 and Section 2.2.1.2 for the entirety of the Term, unless (i) earlier terminated as provided herein, or (ii) extended as provided in Section 11.15. The Term has been established by the Parties as a reasonable estimate of the time required to develop the Snowcreek Projects and obtain the public benefit of the Snowcreek Projects.

2.2.1 Subject to section 11.15, Developer shall satisfactorily satisfy and complete the following milestones and obligations:

2.2.1.1 *Existing 9-Hole Golf Course Operations.* As a specific inducement to entering into this Agreement and conferring Developer the Term, the Town wishes to ensure the consistent operation and maintenance of the Existing 9-hole Golf Course for the duration of this Agreement. To that end, Developer will operate and maintain for the duration of the Term of the Agreement, the Existing 9-hole Golf Course subject to the following requirements:

(i) Operating Season. Developer shall operate and ensure that the Existing 9-hole Golf Course remains open and accessible to the public every year from Memorial Day through the final day of September (hereinafter the

"Operating Season"). The Operating Season may be reduced and/or changed under the following circumstances:

(A) Developer may, at their election, reduce the Operating Season by opening the Existing 9-hole Golf Course up to three weeks following Memorial Day and closing the Existing 9-hole Golf Course up to three weeks prior to the final day of September.

(B) The Operating Season may be reduced due to floods, snow or ice on the golf course, earthquakes, fires, acts of God, or governmental restrictions imposed or mandated by governmental entities (but only as to closure of businesses such as the Existing 9-hole Golf Course) ("Unexpected Events"). Upon the occurrence of any Unexpected Event, the Operating Season may be reduced for the duration of the Unexpected Event. Additionally, if upon July 1 of any given year, any Unexpected Event, in Developer's judgment, has resulted in the Existing 9-hole Golf Course being in a condition that is unusable for its intended purpose thereby resulting in Developer not being able to open the Existing 9-hole Golf Course until on or after July 1 of any given year, the Developer shall be relieved of its obligation to open the Existing 9-hole Golf Course in said given year.

2.2.1.2 *Operations and Maintenance of Existing 9-Hole Golf Course.* Within 180 days of the recordation of this Development Agreement, Developer and Town shall enter into and record an Operations and Maintenance Agreement for the Existing 9-hole Golf Course (hereinafter the "9-hole Golf Course Operations and Maintenance Plan"), which provides the following minimum provisions and standards: (1) maintenance standards to ensure the safety of the public and the community with regards to wildfire risk, nuisance prevention, and infrastructure improvements; and (2) a commitment to maintaining and operating the Existing 9-hole Golf Course in a comparable manner to the Sierra Star Golf Course located at 2001 Sierra Star Parkway, Mammoth Lakes, CA 93546, including but not limited to the golf course conditions and golf course equipment. The 9-hole Golf Course Operations and Maintenance Plan shall be reviewed and approved by the Town Council prior to recordation.

2.2.1.3 *9-Hole Golf Covenant.* Within 180 days of recordation of this Agreement, Developer shall record a covenant that permanently protects the Existing 9-hole Golf Course area ("9-Hole Golf Covenant"), less the area identified in the Master Plan Update that is intended for residential purposes on Lot(s) 3 and 4 of TM 09-002 and the area intended for road purposes on Lot G in TM 09-002, for recreation and open space purposes. The covenant shall be in a form that is acceptable to the Town.

2.2.1.4 *Backcountry Skier Egress.* Developer has already allowed egress of backcountry skiers, snowboarders and snowshoers from the Sherwin Range prior to the Effective Date of this Agreement and shall continue to allow that egress during the pendency of construction of that portion of the Projects so long as Developer, at its sole election, determines that such egress shall not negatively affect public safety.

2.2.1.5 *Phasing and Performance*. The Vested Rules contemplate the Snowcreek Projects shall be developed in phases. Actual construction, however, will occur in phases and subphases based on what the market will absorb at any given point in time. It is the intention of the parties for each phase or subphase of the Projects to provide all of the facilities, programs (including affordable housing), features, amenities, access and easements described in the Vested Rules as well as payment of all fees at the time set forth in the Vested Rules, related to that phase or subphase. The parties agree to discuss the actual phasing of development and the associated timing for completion of the facilities, programs (including affordable housing), features, amenities, access and easements in connection with the application for each use permit or Subsequent Permit.

2.2.1.6 *Use of Golf Course Expansion Area.* Should Developer wish to allow interim recreation uses by others within the 94-acre golf course expansion area, Parties shall negotiate an agreement in good faith regarding a lease or other property interest from Developer to Town of all, or a portion of, the 94-acre golf course expansion area for recreational uses. Such interim uses shall not prevent or preclude the Expanded Golf Course from being developed.

2.2.1.7 *Wildfire Mitigation.* Within 180 days of the Effective Date of this Agreement, Developer and Mammoth Lakes Fire Protection District ("MLFPD") shall enter into an agreement allowing for development of a fire break through the Snowcreek VIII property that incorporates existing roads and trails into the design, or in an alternative alignment recommended by the MLFPD, and agreed to by the Developer, and in accordance with best practices for wildfire mitigation. Fuels shall be maintained in a condition that minimizes wildfire risk to the community in accordance with wildfire mitigation best practices. The MLFPD agreement shall give the MLFPD the ability to implement additional wildfire mitigation measures on the Snowcreek VIII Property if it is determined that the fuel conditions within the Snowcreek VIII Property pose a significant wildfire risk to the community. Developer shall have the final approval of the alignment, and said fire break shall not prohibit or prevent future development of the site in accordance with the Master Plan.

Developer is encouraged to work with the MLFPD and the Town on the future site design of the Snowcreek VIII project to address wildfire risk to the Snowcreek Projects and the community as a whole and incorporate wildfire mitigation features into the site design.

2.2.2 The Additional Financial Contribution (AFC) shall be calculated and paid in accordance with the following:

a. The AFC shall be divided by the number of residential units and Resort Hotel Rooms/Suites approved by the Town Council to determine a pro rata amount per unit. Assuming all entitled units are constructed, this

results in a pro rata contribution of approximately $10,101 per residential unit and $5,050 per ½ hotel unit.

b. For the residential units, the pro rata contribution shall be paid at the time of the issuance of the first Building Permit for each unit. For Resort Hotel Rooms/Suites (which constitute ½ unit as explained in the Snowcreek Master Plan Update), the pro rata contribution shall be paid prior to the issuance of a Certificate of Occupancy for each unit, room or suite.

c. It is intended the AFC will be utilized for public facilities within the Area of Geographic Nexus.

d. The AFC and the off-site affordable housing in-lieu fee shall be subject to the following:

1. When the average retail sale price of market rate residential and private residence club (PRC) units is greater than $800.00 and less than $1,000.00 per square foot, the AFC and off-site affordable housing in-lieu fee shall be indexed at 50% of the U.S. National CPI.

2. When the average retail sale price of market rate residential and private residence club units is $1,000.00 or greater per square foot, the AFC and off-site affordable housing in-lieu fee shall be indexed at 100% of the U.S. National CPI.

3. Publicly available Project sales price activity shall be reviewed during the Annual Review, pursuant to Section 7.2.

2.2.3 The Affordable Housing Mitigation Financial Framework shall be comprised of the following elements:

2.2.3.1 *Project Summary (excluding commercial)*. The Snowcreek Master Plan Update contemplates 790 residential units ("Residential Units") and 400 Resort Hotel Rooms/Suites and Private Residence Club units ("Hotel Units"), each of which constitute ½ unit as set forth in the Snowcreek Master Plan Update, for a total of 990 units. 990 units (assuming full buildout) less the number of on-site deed restricted units (i.e., 47 units) are the "Market Rate Units" (i.e., 943 units total, 743 of which are Residential Units and 400 of which are 1/2 Hotel Units). Affordable housing mitigation shall not be required for any non-residential or commercial land use on the site including ancillary commercial uses within the Resort Hotel.

2.2.3.2 *Ratio of On-Site to Off-Site Mitigation*. The affordable housing requirement for Snowcreek VIII shall be ten percent (10)%) of the total number of Market Rate Units built, which would result in 94 affordable housing units if all entitled units are built ("Affordable Housing Requirement"). Of the 94 affordable housing units under a full buildout scenario, 74 units are required for the full buildout of the Residential Units and 20 units are

required for the full buildout of the Hotel Units. Developer shall meet the Affordable Housing Requirement as follows:

(i) At least fifty percent (50%) of the Affordable Housing Requirement (i.e., 47 units) will be met through the provision of on-site deed-restricted affordable housing units as described herein ("Required Affordable Units").

(ii) The remaining Affordable Housing Requirement (i.e., 47 units) shall be met through a combination of payment of Affordable Housing In-Lieu Fees ("In-Lieu Fee") to be used for off-site affordable housing and use of the Developer-owned Full Time Equivalent Employee credits ("FTEE Credits") as described herein.

(iii) Assuming full buildout, the value of the Affordable Housing Requirement shall mean the value of the 47 units of Required Affordable Units and the combined value of the In-Lieu Fee and the Developer-owned FTEE Credits , which combined are equal to 47 units ("Total Affordable Housing Cost").

2.2.3.3 *Features of the Required Affordable Units*.

(i) The Required Affordable Units shall be deed restricted for fifty-five (55) years to households earning up to 175-200% of Mono County Area Median Income (AMI). Fifty percent (50%) of the Required Affordable Units shall be sold to families whose income is no greater than 175% of AMI for Mono County and fifty percent (50%) of the Required Affordable Units shall be sold to families whose income is no greater than 200% of AMI for Mono County.

(ii) The Affordable Housing Requirement for the Hotel Units may be satisfied solely through the provision of In-Lieu Fees and use of FTEE credits.

(iii) The Required Affordable Units shall be dispersed throughout the Project in the Residential Planning Area within each phase of residential development and the conditions of approval for each phase of residential development that requires the provision of Required Affordable Units shall specify the number of Required Affordable Units that will be built within said phase.

(iv) Prior to or concurrently with the issuance of building permits for Market Rate Residential Units, Developer shall obtain building permits for a proportionate number of the

Required Affordable Units in accordance with Section 4.1.1 and 4.1.2.1. The Town shall not issue certificates of occupancy for the next phase of Market Rate Residential Units until a proportionate number of Required Affordable Units for the prior phase are under construction. For purposes of this section, "under construction" shall mean Developer has obtained Town Building Inspector sign-off of rough framing.

(v) Prior to the issuance of the first Building Permit for any Required Affordable Unit, Developer shall record a site-specific affordable housing covenant ("Affordable Housing Covenant") affirming the affordability requirements of each Unit. The covenant shall be in a form acceptable to the Town.

(vi) One, two, three and four bedroom affordable units may be built. The average number of bedrooms per Required Affordable Unit shall be equal to two bedrooms.

(vii) Required Affordable Units cannot be rented/leased as a transient rental (as defined in the Mammoth Lakes Municipal Code). Required Affordable Units may be leased long term to income qualifying households in accordance with the terms of each Affordable Housing Covenant.

2.2.3.4 *Features of the In-Lieu Fee Program*

(i) The In-Lieu Fee shall be $85,000 per unit.

(ii) Developer owns 16.5 FTEE Credits. Any In-Lieu Fee shall be reduced by the number of FTEE Credits prior to Developer's obligation to provide any In-Lieu Fees. FTEE Credits shall not be used to reduce the number of Required Affordable Units.

(iii) Developer may elect to provide additional on-site affordable units instead of paying In-Lieu Fees. Should Developer elect to do so, the provision of said units shall be subject to the same conditions and process for Required Affordable Units detailed in sections 2.2.3.3 and 4.1.

(iv) The conditions of approval for each phase of Market Rate Unit development shall specify the amount of In-Lieu Fees and/or FTEE Credits that will be paid, or used, for said phase. Payment of In-Lieu Fees will become due at time of issuance of the first Building Permit for said phase of

development. Use of the FTEE Credits shall be documented in an Assignment of Credits executed by the Town and Developer prior to the issuance of the first Building Permit for said phase of development.

## ARTICLE 3
## APPLICABLE RULES, REGULATIONS AND POLICIES

3.1 Vested Rules. "Vested Rules" mean, collectively, the ordinances, resolutions (including, but not limited to, the DIF Resolution), rules, regulations, requirements, Master Plan at Mammoth (with respect to Snowcreek VII approved in 1981), Snowcreek Master Plan Update 2007 (with respect to Snowcreek VIII approved in 2009), and official policies of the Town in effect as of the Effective Date, whether set forth in the General Plan, the Code or otherwise, which govern the following, to the extent applicable to the Snowcreek Properties and Snowcreek Projects: development agreements; permitted uses; density and building intensity; growth control; zoning designations and regulations; subdivision, improvement, grading, landscaping and signage; design, development, improvement and construction standards and specifications; standards and requirements for public reservations and dedications, public improvements and facilities, transit, parking, open space, employee housing and affordable housing; standards and requirements for processing of Subsequent Permits (as defined in Section 5.1.1); and the Project Approvals described in Section 3.2. The Vested Rules do not include (i) uniform building codes or standards, or changes thereto from time to time or (ii) subject to the proviso clause of section 3.8, any other rule, law or policy adopted by the Town Council, after review at one or more public meetings, that applies generally throughout the Town's jurisdiction, but only if, based on substantial evidence, the Town Council finds failure to apply such rule, law or policy would place the residents of the Town in a condition dangerous to their health and safety. A list of the Vested Rules as of the Effective Date is attached hereto as Exhibit C. A compilation of complete copies of the Vested Rules as of the Effective Date has been prepared by the Town and Developer, and they are contained in a binder with the title "Snowcreek VII & VIII Development Agreement—Vested Rules" on file in the offices of the Town Clerk of the Town and in the Master Developer's office in Mammoth Lakes, California. Various Subsequent Permits, such as tentative subdivision maps, grading permits and use permits, are required in order to implement the development of the Snowcreek Projects under the terms of the Vested Rules. In addition, Subsequent Permits, such as a change in zoning standards, may be desirable due to changes in development products or standards or for other reasons during the Term of this Agreement. This Agreement and the vested right to develop are not intended to preclude changes or additions to the Vested Rules which (i) Town reasonably imposes as a result of Developer's request to make a change or addition to one or more of the Vested Rules or (ii) are mutually acceptable. All Subsequent Permits shall be processed in accordance with the procedures, standards and requirements set forth in the Vested Rules, except to the extent changes to the Vested Rules are proposed by the Subsequent Permit, and the Subsequent Permits shall be incorporated into (and amend or supplement, as appropriate) the Vested Rules upon adoption by the Town and approval by the affected Developer(s). If Developer proposes any amendment or addition to the Vested Rules, then the application therefore shall clearly indicate such request, and, if the application is reasonably approved by the Town, then the Town's action shall clearly state that the Vested Rules have been amended or supplemented. If an amendment or supplement to the Vested Rules is adopted by the Town other than pursuant to an application by a Developer, then it shall amend

or supplement the Vested Rules only if the affected Developer(s) approved the same in writing. Nothing contained herein expressly or impliedly requires the Town to approve or conditionally approve any amendment or addition to the Vested Rules.

3.2 Project Approvals. "Project Approvals" means: (a) the existing Town permits, approvals and entitlements for the Projects set forth below in this Section 3.2; plus (b) any amendments or additions to the Project Approvals and any Subsequent Permits (as defined in Section 5.1.1) which are subsequently issued by the Town and approved by Developer, in accordance with the procedures described in Section 3.1. The Project Approvals are included in the Vested Rules.

3.2.1 Snowcreek VII. The existing Project Approvals approved by the Town for the Snowcreek VII Project, are the following:

3.2.1.1 Master Plan at Mammoth, approved by Mono County.

3.2.1.2 Final Tract Map 36-236A for Phase 1 recorded 7/10/07, Book 10, Page 105.

3.2.1.3 Final Tract Map 36-236B for Phase 2 recorded 10/9/2019, Book 11, Page 15.

3.2.1.4 Final Tract Map 36-236C for Phase 3 recorded 4/8/2021, Book 12, Page 17.

3.2.1.5 Tentative Tract Map 36-236 for Phases 2 and 3 as modified by Resolution PC2009-01 and as further modified by this Agreement with respect to Special Planning Condition of Approval No. 11 in Resolution 2006-15, which shall read as originally approved (new italicized language is hereby deleted).

3.2.1.6 Use Permit 2005-11 approved by Resolution 2006-15, dated 5/24/06, as modified by Resolution PC 2009-01.

3.2.1.7 Grading Permits: Restricted Permit 2006-15 dated 4/24/07, Full Phase I Permit 2006-15 dated (in error) 4/24/07 (signed May 3, 2007); Amendment 01 to Grading Permit 2006-15 allowing dirt stockpiling on Snowcreek VIII property, dated 8/2/07.

3.2.1.8 Building Permits for Buildings 1 - 39.

3.2.1.9 Encroachment Permit 2006-10 dated 9/21/06 for sewer line and water line work.

3.2.1.10 Improvement Permit 2006-20 dated 6/18/06 for water line work.

3.2.1.11 Permit 2007-164041 dated 4/28/08 allowing Rec Building Remodel.

3.2.1.12 Certificates of Occupancy for Buildings 1 – 39.

The permitted uses, the density or intensity of use, the zoning, the maximum height and size of buildings, the provisions for reservation and dedication of land, and the subdivision or use permit improvement requirements for Snowcreek VII are set forth in the existing Project Approvals, as supplemented by Subsequent Permits issued in conformance with the Vested Rules.

3.2.2 Snowcreek VIII. The existing Project Approvals approved by the Town for the Snowcreek VIII Project, are the following:

3.2.2.1 General Plan Amendment to the Urban Growth Boundary.

3.2.2.2 Zone Code Amendment to effectuate the Snowcreek VIII Master Plan Update 2007, approved on August 5, 2009 ("Snowcreek Master Plan Update 2007"). Permitted uses for the Snowcreek VIII portion of the Snowcreek Projects are set forth in the Snowcreek Master Plan Update 2007.

3.2.2.3 Snowcreek VIII Master Plan Update 2007, approved on July 8, 2009 ("Snowcreek Master Plan Update 2007"). Permitted uses for the Snowcreek VIII portion of the Snowcreek Projects are set forth in the Snowcreek Master Plan Update 2007.

3.2.2.4 Conditional Use Permit # 88-19 approved 4/12/1989 for the current 9-hole golf course existing on the Snowcreek VIII Property.

3.2.2.5 Tentative Tract Map 09-002 to allow parcelization of approximately 222 acres within the Snowcreek Master Plan Update Area approved by Resolution on December 9, 2009, and recorded on January 14, 2010.

3.2.2.6 Final Tract Map 09-002 for the parcelization of the approximately 222 acres within the Snowcreek Master Plan Update Area, recorded 8/31/2023, Book 12, Page 22A.

3.2.2.7 CDDD 2009-25 for AP 09-004 dated 1/12/10 approving the temporary restaurant at the Golf Course and extending the use permit on the existing temporary clubhouse.

3.2.2.8 Resolution No. PEDC 2024-11 for Tentative Tract Map 23-002 and Use Permit 23-003 approving the Phase I subdivision for Snowcreek VIII, dated 9/11/2024.

The permitted uses, the density or intensity of use, the zoning, the maximum height and size of buildings, the provisions for reservation and dedication of land, and the subdivision or use permit improvement requirements for the Snowcreek Projects are set forth in the existing Project Approvals, as supplemented by Subsequent Permits issued in conformance with the Vested Rules.

3.3 Vested Right to Develop. During the Term of this Agreement, with regard to the Snowcreek Projects listed in Recital D and the Property legally defined in Exhibit A, Developer

is assured, and the Town agrees, the development rights, obligations, terms and conditions specified in the Project Approvals, the other Vested Rules and this Agreement are fully vested in Developer and may not be changed or modified by the Town, whether by administrative action or legislative action, except as may be expressly permitted by and in accordance with the terms and conditions of this Agreement, or as may be expressly consented to by Developer. Developer shall have the vested right to develop and construct the Snowcreek Projects on the Snowcreek Properties and each portion thereof, in accordance with the Project Approvals, the other Vested Rules and this Agreement.

3.4 No Conflicting Enactments. Except as provided in Section 3.3 of this Agreement, during the Term of this Agreement, the Town shall not, without the prior written consent of Developer, do any of the following:

3.4.1 Apply to the Snowcreek Projects or the Snowcreek Properties, or any portion thereof, any change in the Vested Rules or any new or amended rule, ordinance, resolution, regulation, requirement or official policy which conflicts with or is inconsistent with this Agreement, or which reduces the development rights provided by this Agreement, or which limits or reduces the permitted uses allowed under the Vested Rules, or which prevents, impedes or materially adversely affects development, construction or operation of the Snowcreek Projects or any portion thereof in accordance with the Vested Rules, or which discriminates against Developer or the Snowcreek Projects or any portion thereof, or which applies only to the 2009 Projects or a portion thereof.

3.4.2 Apply to the Snowcreek Projects or the Snowcreek Properties any new rule, ordinance, resolution, regulation, requirement or official policy that requires any additional discretionary review or approval.

3.4.3 Apply to the Snowcreek Projects or the Snowcreek Properties any new or amended rule, ordinance, resolution, regulation, requirement or official policy that materially, adversely affects the timing or phasing of construction or development or that limits the availability of utilities, infrastructure or public services for the Snowcreek Projects or the Snowcreek Properties.

3.5 Term of Project Approvals. To the extent allowed by the Subdivision Map Act, the term of any tentative map approved for any portion of the Property, whether as stated in the existing Project Approvals, or as stated in any subsequent amendment or addition to the Project Approvals, including, but not limited to, any tentative parcel map, tentative tract map, vesting tentative tract map or vesting tentative parcel map, any amendment of any such map, and any subdivision improvement agreement entered into in connection with any of the aforementioned maps, shall be automatically extended for the Term of this Agreement. Similarly, the term of any Project Approvals approved for any portion of the Property, whether now existing or subsequently approved, shall be automatically extended for the Term of this Agreement. In addition, in accordance with Government Code sections 66452.6(b)(1), (2) and (3), the term of any map or other Project Approval shall be extended for a period equal to any period of time during which: (a) a development moratorium exists, including, but not limited to, a water or sewer moratorium or the actions of public agencies (other than the Town) that regulate land use, development or the provision of services to the Property, that prevents, prohibits or delays the

construction of the Projects; or (b) a lawsuit involving any development approvals or permits for the Project is pending. A development moratorium adopted or implemented by the Town shall not apply to the Property, as further described in Section 3.7.

3.6 Initiatives/Referendum. Any law enacted or imposed after the Effective Date by initiative or referendum, or by the Town Council, directly or indirectly, in connection with any proposed initiative or referendum, which law would conflict with the vested rights to develop granted to Developer under this Agreement shall, to the maximum extent permitted by law, not apply to the Snowcreek Projects.

3.7 Moratoria; Growth Control Measures. Developers' rights to develop the Snowcreek Projects on the Snowcreek Properties in conformance with the Vested Rules under this Agreement shall prevail over any growth control measure or development moratorium adopted or implemented by the Town after the Effective Date, whether adopted specifically to prohibit construction of the Snowcreek Projects or any portion thereof, or as an interim measure during the processing of contemplated General Plan, Specific Plan or zoning changes, or as a general growth control management measure.

3.8 Effect of Inconsistent State or Federal Laws. This Agreement may be modified or suspended as may be necessary to comply with State of California or Federal legislation, case law, codes or regulations enacted/issued after the Effective Date, which preempt local jurisdiction and which prevent or preclude compliance with one or more provisions of this Agreement; provided, however, that such modification or suspension shall be made to the minimum extent necessary and only after the Parties have met and conferred in good faith to determine the feasibility of such modification or suspension and to minimize its effect on the rights of the Parties and fulfillment of the purposes and intent of this Agreement. The Parties shall cooperate to process applications for any Town or governmental approvals which may be required as a result of any such modification or suspension of this Agreement.

## ARTICLE 4
## PROJECT PROCESSING AGREEMENTS

4.1 Affordable Housing Requirements.

4.1.1 Developer and Town agree the affordable housing requirements shall not exceed the parameters set forth in Section 2.2.3 of this Agreement. The affordable housing requirements for each phase of development shall be in accordance with this Section and Section 2.2.3 of this Agreement. Developer and Town agree the Total Affordable Housing Cost reasonably implements Town's affordable housing requirements.

4.1.2 The Affordable Housing Requirements for the Residential and Hotel components of the Project shall be provided in the following manner until the Affordable Housing Requirement is satisfied. Affordable Housing Requirement shall only be provided based on the number of units actually built.

4.1.2.1 *Residential Component.* The Affordable Housing Requirement for development of the Market Rate Residential Units shall be ten percent (10%) of the number

of Market Rate Residential Units proposed within each phase. The ten percent (10%) requirement shall be allocated as follows:

(i) The number of Required Affordable Units required within each phase shall be calculated at the rate of 6.33% of the number of Market Rate Residential Units proposed. If the number of Required Affordable Units would result in a fractional number and the fraction or decimal is equal to or greater than 50 percent of a unit, it shall be rounded up to the nearest whole number and when the fraction or decimal is less than 50 percent of a unit, it shall be rounded down to the nearest whole number, provided that in no case shall Developer be required to obtain Building Permits for more than the 47 Required Affordable Units. The Town, in its sole discretion may require Developer to provide more than 6.33% Required Affordable Units in any given phase of development where Developer's overall Required Affordable Unit contribution has dropped below 6.33% due to the rounding down of fractional Required Affordable Units.

(ii) The number of units subject to the provision of In-Lieu Fees within each phase shall be calculated at the rate of 3.67% of the number of Market Rate Residential units proposed. Pursuant to Section 2.2.3.4(ii) of this Agreement, Developer shall not be required to provide payment of In-Lieu Fees until the usage of the FTEE Credits has been exhausted.

4.1.2.2 *Hotel Component.* The Affordable Housing Requirement for development of the Hotel Units shall be ten percent (10%) of the number of Hotel Units proposed within each phase. The ten percent (10%) requirement shall be allocated as follows:

(i) The number of units subject to the provision of In-Lieu Fees shall be calculated at the rate of 5% of the number of Hotel Units proposed since each hotel unit constitutes ½ unit as set forth in the Snowcreek Master Plan Update. Pursuant to Section 2.2.3.4(ii) of this Agreement, Developer shall not be required to provide payment of In-Lieu Fees until the usage of the FTEE Credits has been exhausted.

4.2 Development Schedule; Phasing. The Master Plan Update includes a general phasing plan, a copy of which is attached hereto as Exhibit D. This phasing plan anticipates buildout of the Snowcreek Projects will continue over a substantial period and the timing and phasing of development will be affected by numerous factors, which are not all within the control of Developer, such as market demand, economic conditions, competition and the like.

The Parties acknowledge Developer cannot predict with specificity when or at what rate or in what order the future phases of the Snowcreek Projects shown on Exhibit D will be developed on the Property. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties agreement, it is the parties' intent to cure that deficiency by acknowledging Developer shall have the right to develop the Property at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. This Section 4.2 does not apply to the milestones set forth in Section 2.2.1.

4.3 Snowcreek VII Master Plan. Permitted uses and densities for Snowcreek VII are incorporated in the Master Plan approved in 1981. The General Plan and the Master Plan provide for clustering of densities within the area of the Master Plan, as long as the overall Snowcreek Project density, as approved by the Master Plan, is not exceeded. The Master Plan at Mammoth is part of the Vested Rules.

4.4 Snowcreek VIII Master Plan Update 2007. Permitted uses, densities and development standards, among other things, for the Snowcreek VIII Project are incorporated in the Snowcreek VIII Master Plan Update 2007, as it may be modified from time to time, governing Snowcreek VIII.

## ARTICLE 5
## PROCESSING OF SUBSEQUENT PERMITS AND APPROVALS

5.1 Subsequent Permits.

5.1.1 Defined. "Subsequent Permits" means the land use, development and building approvals that are to be processed for approval by the Town and that are necessary or appropriate in order to develop the Snowcreek Projects in accordance with the Vested Rules, the Project Approvals and this Agreement, including, but not limited to, zone changes, master plans or amendments thereto, any and all permits and/or approvals that are part of development "phases," variances, use permits, development plans, parcel maps, tentative and final subdivision maps, subdivision improvement plans and agreements, design review, site plans, landscape plans, preliminary grading plans, grading plans and permits, building plans and permits, and environmental determinations; provided, that if a Subsequent Permit requires changes to the Snowcreek Master Plan Update , such modification shall be treated as a discretionary permit and Town's review and approval, conditional approval or denial is not restricted by this Agreement. The Subsequent Permits shall include any permits and approvals required to complete the infrastructure and improvements necessary to develop the Property (collectively, the "Improvements"), in accordance with this Agreement and the Vested Rules, including, without limitation, those related to: (a) clearing the Property; (b) preliminary grading or grading of the Property; (c) construction of roads and storm drainage facilities; (d) construction of the golf course, snow play area, trails and bicycle paths, great lawn, open space corridor; (e) importing and stockpiling dirt on the property; and, (f) construction of all commercial and residential structures and all structures and facilities accessory thereto, subject to the limitations set forth in this Agreement. Subsequent Permits may also include, without limitation, the following: grading permits, building permits, sewer and water connection permits, certificates of occupancy, lot line

adjustments, site plans, development plans, land use plans, building plans and specifications, final maps, parcel maps and/or subdivision maps, conditional use permits, variances, architectural control plans, demolition permits, improvement agreements, encroachment permits, tree removal permits and any modifications or amendments to any of the foregoing or any Project Approvals.

5.1.2 The grant of vested rights to Developer pursuant to this Agreement does not waive or remove any requirement to process and obtain Subsequent Permits for the Snowcreek Projects, to the extent required under the Vested Rules and the Project Approvals.

5.1.3 Standard of Review. The Town agrees applications for Subsequent Permits shall be processed in good faith and with reasonable diligence and granted on reasonable terms and conditions, in conformance with this Agreement, the Project Approvals and the Vested Rules. The Town shall have the right to withhold any Subsequent Permit or to conditionally approve the same in order to ensure conformance with the Project Approvals and the Vested Rules set forth in Section 3.1, the vested right to develop set forth in Section 3.3, the requirements of this Agreement, and applicable laws. Except to the extent a conflict is the result of the Town's denial or conditional approval of a Subsequent Permit to ensure conformance with the Project Approvals and the Vested Rules set forth in Section 3.1, in the event any conflict arises between the terms and conditions of a Subsequent Permit and this Agreement, the provisions of this Agreement shall control unless otherwise agreed to in writing by the Town and Developer.

5.2 Timely Processing.

5.2.1 General. Subject to compliance with the Vested Rules and other applicable laws, the Subsequent Permits shall be reviewed, processed and acted upon by the Town in a timely manner, provided that: (a) applications for such approvals are submitted to the Town during the Term of this Agreement; and (b) there is no uncured Event of Default under the terms and conditions of this Agreement with respect to the portion of the Property for which such approval is sought.

5.2.2 Plans and Permits. The Town shall review the application and schedule the application for review by the appropriate authority within the time periods set forth in this Section 5.2.2. The Town shall exercise good faith efforts to process and check all building plans, grading and improvement plans, and other plan submittals and to issue applicable permits and approvals with reasonable diligence, within the time periods set forth on Exhibit I attached to this Agreement and incorporated herein by this reference.

5.3 Term of Approvals. All Subsequent Permits, once granted or issued, shall, like the Project Approvals, continue in full force and effect during the Term, in order to facilitate implementation of Developer's development rights under this Agreement.

5.4 Vesting of Approvals. All Subsequent Permits, once granted or issued, shall become automatically vested under this Agreement, as if granted or issued prior to the adoption of this Agreement, for the duration of the Term of this Agreement.

5.5 Development Fees. Due to the consideration and benefits as described in Exhibit B, the following shall apply to the development fees described below:

5.5.1 Applicable Fees. If a Subsequent Permit requires any significant change to the Snowcreek Master Plan Update, then any additional fees shall be reasonable and meet all applicable nexus and rough proportionality requirements. Notwithstanding Section 3.1 or any other provision of this Agreement and subject to section 5.5.4, all increases in the amount of fees adopted by the Town on a Town-wide basis during the Term shall not apply to Developer and the Snowcreek Projects, with the exception of any automatic fee escalators as of the Effective Date. Fees shall be payable when due; provided, however, that the Town shall reasonably determine, at the time building permits are issued, whether fees then due will be offset by credits that will be available to Developer as a result of subsequent construction; payment of fees that are anticipated to be so offset by credits shall be deferred and a reconciliation of those fees and credits shall be made prior to issuance of such certificates of occupancy. Additionally, if either California State law or the municipal code is modified to defer payment of fees to a time later in the development process than that required on the Effective Date, then Owner or Developer shall be subject to such deferment. In addition, credits to which any portion of the Snowcreek Projects is entitled as a result of construction shall be transferable to any other portion of the Snowcreek Projects and applied to reduce fees payable and not yet paid by Developer in connection with any portion of the Snowcreek Projects. Additionally, if the amount of credits is increased, Owner or Developer shall be subject to the increased credit amount.

5.5.2 DIF Resolution. Developer shall pay Development Impact Fees at the time of building permit issuance in accordance with, and at the rate specified in, the DIF Resolution in effect on the Effective Date. Applicable impact fees include but are not limited to: Police, Vehicle Circulation, Multi-modal Circulation, Storm Drain, General Facilities and Equipment, Parkland and Recreation. The amount of Development Impact Fees shall not be increased as applied to the Snowcreek Projects during the Term, with the exception of any automatic fee escalators, such as Cost of Living Allowance and the periodic Town-wide escalators codified in the Municipal Code as of the Effective Date. The DIF Resolution as applied to the Projects as set forth in this Agreement is included in the Vested Rules; provided, however, if Development Impact Fees applied to all or any other developer or builder of any uses similar to the Project are reduced during the Term, then any future not yet due Development Impact Fees will be at the lower rate. The vesting of the provisions of the DIF Resolution as to the availability and calculation of credits, in particular, is a material inducement to Developer in agreeing to provide the significant community benefits that are a part of these Projects. Development Impact Fees collected by the Town on behalf of another entity shall not be vested.

5.5.3 Public Arts Fund and Fee Program. Public Art meeting the Town's Public Arts Fund and Fee Program will be provided throughout the Snowcreek Projects in accordance with the Snowcreek Master Plan Update. As stated in Section 8.1 of the Snowcreek Master Plan Update, the Town's Municipal Code only applies to the Snowcreek VIII Project where the Master Plan Update is silent. Section 8.1.5 of the Snowcreek Master Plan Update describes the Public Art Program for Snowcreek VIII. Therefore, no fee for participation in the Town's Public Arts Fund and Fee Program shall be due to, required by or paid to the Town. Developer and Town agree to implement Chapter 15.18 of the Municipal Code according to 15.18.070.F and that this Agreement constitutes the alternate provisions of that Chapter. Developer agrees to

implement the goals and intent of Chapter 15.18 through the subsequent review and approvals required by this Agreement. In order to maintain the integrity of the Master Plan and Snowcreek Master Plan Update, and implement the timely Phasing and Performance described in Section 2.2.1 of this Agreement, Public Art will be subject to review and approval by the PEDC in conjunction with each applicable and necessary use permit.

5.5.4 Building Permit and Application Processing Fees. Developer shall pay the Building Permit and Application Processing Fees ("Building Fees") in effect on the Effective Date. The Building Fees shall be subject to the COLA. In the event the Building Fees are reduced during the Term and the reduced fee amount is lower than the vested amount, or in the event that the Building Fees with the inclusion of the COLA increase is higher than the Building Fee amount in effect at that time, then any future not yet due Building Fees will be at the lower rate. Building Fees collected by the Town on behalf of the State or other entity shall not be vested by the DA.

5.6 Other Local, State, Federal Approvals.

5.6.1 General. The Parties contemplate development of the Snowcreek Projects pursuant to this Agreement may be subject to the approval of other governmental agencies. The Parties shall act in good faith and use reasonable effort and diligence to process and obtain such approvals in a manner and on terms and conditions that are consistent with, and implement, the Project Approvals, the Vested Rules and this Agreement. If any revisions or corrections of plans for Project Approvals approved by the Town shall be required by any other governmental agency, then the Parties shall cooperate reasonably and in good faith to develop a mutually acceptable solution.

5.6.2 Waste Discharge Requirements permit, issued by the California Regional Water Quality Control Board, Lahontan Region, may be required for Snowcreek VIII. Developer is currently pursuing this issue and to the extent required shall obtain all the necessary permits. If significant modifications in the Snowcreek Projects are needed to obtain any of those permits, then such modifications shall be processed as a Subsequent Permit in accordance with subsection 5.1.1.

## ARTICLE 6
## PUBLIC IMPROVEMENTS AND SERVICES

6.1 Community Benefits. In return for the vesting of rights granted by this Agreement, the Town Council has required that the community receive certain special benefits. Those benefits are set forth in Exhibit B to this Agreement. The rights and obligations of Developer and the Town under the terms of Exhibit B are incorporated herein as provisions of this Agreement.

6.2 Applicable Requirements. Development of the Snowcreek Projects is subject to payment of Development Impact Fees pursuant to the DIF Resolution in effect as of the Effective Date. Development of the Snowcreek Projects is also subject to payment of the Community & Economic Development Processing Fees ("Planning Fees") in effect on the Effective Date, shown in Exhibit E to this Agreement which is attached hereto and incorporated

herein by this reference. The Planning Fees shall be subject to the COLA. In the event the Planning Fees are reduced during the Term and the reduced fee amount is lower than the vested amount, or in the event that the Planning Fees with the inclusion of the COLA increase is higher than the Planning Fees in effect at that time, then any future not yet due Planning Fees will be at the lower rate.

6.3 Land for Propane Storage Tank Area. The Town has indicated a need and desire for additional propane storage tank areas in the community. This ancillary utility use is permitted by both Town regulations and the private land use covenant between the Town and Developer. At the time of the execution of this Agreement, the Town and Turner Gas were working to find a suitable location for storage of the propane tanks and have tentatively located an appropriate site. In the event such site is not acceptable or available to the Town, then Developer agrees to allow the use of 16,875 square feet of its property as a Propane Storage Tank area, so long as such determination is made before the issuance of a use permit for the Golf Course. The legal description is attached as Exhibit F.

6.4 Bike Trail North of Old Mammoth Road & Recreational Trail Public Easement. During the construction of the first phase of Snowcreek VII, a bike path was completed connecting a section of trail linking the Old Mammoth area from the Athletic Club to the intersection of Old Mammoth Road and Minaret Road. A 12' wide public easement has been issued for recreational trail purposes along the length of the bike path. A Benefit Assessment district shall be created, largely at the expense of the Snowcreek VII homeowners, to maintain this trail both in the winter and the summer.

6.5 Public Access Easement for Fishing and Hiking Along Mammoth Creek. As part of Snowcreek VII, a 40' wide public access and drainage easement was recorded along Mammoth Creek from the Athletic Club to Minaret Road. This easement grants access to the public for fishing and hiking along the Creek.

6.6 Fairway Drive Realignment. Fairway Drive is currently the only non-exclusive public access to Snowcreek V. During construction of Snowcreek VIII, Developer will realign and improve Fairway Drive.

6.7 Secondary Access Road. Developer will create a secondary access to Old Mammoth Road from the Snowcreek Projects that will benefit Snowcreek V and Snowcreek VIII visitors and residents.

6.8 Emergency Vehicle Access Road. Developer will create an Emergency Vehicle Access Road, crossing the golf course that will connect an internal Snowcreek Projects road to Sherwin Creek Road.

6.9 Expanded Golf Course. Potential expanded 18-hole publicly accessible golf course and practice facility. A nine-hole golf course designed by Ted Robinson exists on the north and west portions of the property. An additional nine holes may be constructed on the north, eastern and southern edges of the Snowcreek VIII site, creating a championship 18-hole golf course and encompassing an estimated 155 acres. If constructed, the course will be designed to conserve water and utilize natural vegetation. Re-grading and contouring of the new

portion of the golf course, and possibly portions of the existing course, will create topographic undulations in character with the surrounding landforms fronting the main range.

6.10 Cooperation with MCWD Expansion. The Master Developer is cooperating with MCWD's expansion, and possible improvement and distribution of MCWD's tertiary water treatment to the extent available, legally permissible and on a schedule and in volumes agreed to by MCWD and the Master Developer. MCWD is in the process of establishing a Recycled Water Project that could provide irrigation for portions of the existing Snowcreek nine-hole golf course as well as the expanded additional nine-hole course. If and when this Recycled Water Project becomes active, it could free up a significant amount of potable water currently being used on the golf course, for other Town uses. Snowcreek VIII is working on an agreement with MCWD related to participating in the Recycled Water Project.

6.11 Other Public Dedications and Improvements. The Town shall not require the grant, reservation, or dedication by Developer of any additional land or easements for open space, park and recreational uses or for public rights-of-way or other public purposes, or require the construction or funding of public improvements or facilities, as a condition to development of the Projects, except as permitted under the Vested Rules, the Project Approvals, and this Agreement.

6.12 Local Economic Opportunity. The Developer and the Town acknowledge that it is in the best interest of both parties that the construction and operation of the Snowcreek Projects create economic and job opportunities for local residents and the Town. In order to meet the objectives of this section in a manner consistent with state and federal laws, Developer agrees to use commercially reasonable efforts to take the following steps to encourage economic and job opportunities for qualified local residents:

6.13 Bid Process. Developer will ask its general contractors and major subcontractors to solicit local contractors and subcontractors to participate in the bid process. For example, to further the objectives of this Section as stated above, Developer will ask its general contractors and major subcontractors to coordinate with any local or regional contractors association to solicit bids from qualified local contractors and subcontractors consistent with this subsection. It is the intent of the parties to include qualified local contractors and subcontractors in the bid process but not to limit participation in the process solely to them nor to prohibit others from participating.

6.14 Local Labor. Developer will ask its general contractors and major subcontractors to attempt to identify and hire qualified local labor. Local labor shall include, but is not limited to, in the following order of preference, to the maximum extent legally permissible, persons living in Mammoth Lakes, Mono County, and the northern portion of Inyo County. For example, Developer will ask its general contractors and major subcontractors to attempt to coordinate with any local or regional contractors association to utilize qualified local labor consistent with this subsection. It is the intent of the parties to include qualified local labor in the hiring process but not to limit participation solely to them nor to prohibit others from participating.

6.15 Local Employment Opportunity. Developer will take steps to inform qualified local contractors, laborers and residents of potential job opportunities with the Project.

6.15.1 Purchase of Equipment and Materials. It has been the practice of Developer to purchase materials and equipment locally when such materials and equipment have been competitively priced and it makes economic sense to do so. Developer and Town acknowledge that it would be desirable to strive to purchase equipment and materials locally again when such materials and equipment are competitively priced. Therefore, it is the intent of the parties that, all other factors being equal, such factors including price, availability and other factors to be determined in the sole business judgment of Developer, that Developer will strive to purchase equipment and material locally; provided, however, that this provision shall not be interpreted as a restriction on Developer nor shall it be used to prohibit Developer from constructing and operating the Snowcreek Projects as Developer sees fit in its sole discretion.

## ARTICLE 7
## IMPLEMENTATION

7.1 Operating Memorandum. The Town and Developer may implement or clarify provisions of this Agreement through the execution of one or more operating memorandum approved by the Town and Developer, from time to time during the Term (each, an "Operating Memorandum"). An Operating Memorandum shall be automatically deemed a part of this Agreement, but approval, implementation and/or amendment thereof shall not constitute or require an amendment to this Agreement or require public notice or hearing. In the event a provision in an Operating Memorandum conflicts with this Agreement, this Agreement shall control. The Town Manager or his or her designee, after consultation with the Town Attorney to determine whether an Operating Memorandum is appropriate, is authorized to approve an Operating Memorandum, or amendment thereto, on behalf of the Town, but may request Town Council review and approval of any proposed Operating Memorandum, if he or she deems it necessary or desirable.

7.2 Annual Review.

7.2.1 General. The annual review required by Development Agreement Statute Section 65865.1 shall be conducted as provided in this Section 7.2. As part of that review, each Party shall have a reasonable opportunity to assert matters which such Party believes have not been undertaken or performed in conformance with this Agreement, to explain the basis for such assertion, and to receive from the other Party or Parties a justification for such other Party's or Parties' position with respect to such matter.

7.2.2 Commencement of Review. Prior to October 31, of each full calendar year after the effective date of this Agreement, Developer will initiate the annual review by submitting a written statement to the Town Manager describing, Developer's good faith substantial compliance with the terms and conditions of this Agreement for the prior calendar year. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1.

7.2.3 Determination of Substantial Compliance. Within thirty (30) days after the Town Manager's receipt of Developer's complete submittal [or thirty (30) days after the deadline for such submittal if none is submitted], unless said period is extended by mutual consent of the Town Manager and Developer or as the result of circumstances beyond the reasonable control of the Town, the Town Manager shall: (a) determine whether, for the year under review, Developer is in good faith substantial compliance with the terms and conditions of this Agreement; (b) confirm its determination in writing; (c) deliver a copy to Developer and (d) deliver a written report to the Town Council, which the Town Council, at a regular public meeting within thirty (30) days after delivery, shall receive and file that report and may comment on or request further information or public discussion at a future regular public meeting or closed session, as legally permitted. If the Town Manager's report to the Town Council determines, based upon substantial evidence, Developer is not in good faith substantial compliance with the terms of the Agreement, the Town Manager's written determination shall specify the grounds for such determination in reasonable detail, and Developer shall have thirty (30) days from receipt of such determination of non-compliance to respond in writing. After receipt of Developer's response (or expiration of such 30 day period if no response is delivered), the Town Manager shall determine whether Developer is in good faith substantial compliance and deliver a copy of such determination to Developer and the Town Council. If Developer is determined not to be in good faith substantial compliance, the Town Manager may deliver a Notice of Default to Developer pursuant to Section 9.2. A finding by the Town Manager of good faith substantial compliance with the terms of this Agreement shall conclusively determine said issue up to and including the date of said review, and shall complete the annual review. If the annual review is completed pursuant to the procedures set forth above, the Town Manager shall promptly deliver a report to the Town Council confirming the completion of the annual review.

7.2.4 Appeal to Town Council. If Developer disputes the allegation Developer is not in good-faith substantial compliance and believes the Notice of Default has been issued erroneously, then Developer shall have the right to appeal the determination to the Town Council, and the Town Council shall make such determination after Developer has been permitted an opportunity to be heard orally and in writing at a noticed public hearing before the Town Council. Any appeal must be filed with the Town Manager in writing within fourteen (14) days Developer's receipt of the Notice of Default. The Town shall deliver to Developer a copy of any staff reports that are not exempt from the California Public Records Act and any other related information submitted to the Town Council concerning Developer's performance at least seven (7) calendar days prior to the date of the noticed public meeting. If the Town Council, at that noticed public meeting, or any continued public meeting related to the appeal, determines, based upon substantial evidence, Developer is not in good faith substantial compliance with the terms and conditions of the Agreement, the Town Council may terminate or modify the Agreement, subject to compliance with the provisions in Section 9.3.

7.3 Statement of Compliance. Within thirty (30) days after receipt of a written request from a Party ("requesting Party"), a Party shall execute and deliver to the requesting Party a statement certifying: (a) the Agreement is unmodified and in full force and effect (or identifying any modifications); (b) there are no uncured defaults under the Agreement by the certifying Party or, to the certifying Party's knowledge, by any other Party (or specifying any such defaults); and (c) any other information reasonably requested regarding the status of the Agreement and performance by the Parties. The failure by a Party ("non-responding Party") to

deliver such statement within such 30 day period shall be conclusively deemed to constitute a certification by the non responding Party: (a) this Agreement is in full force and effect; and (b) to the knowledge of the non responding Party, there are no uncured defaults on the part of the requesting Party. Such statement or certification may be relied upon by any purchaser, transferee, lender, title company, governmental agency or other person reasonably requesting such statement.

## ARTICLE 8
## ASSIGNMENTS; MORTGAGEE PROTECTION

8.1 Right to Assign.

8.1.1 Right to Assign. Developer shall have the right to assign or transfer any portion of its interests, rights or obligations ("Rights") under this Agreement and under the Project Approvals and Subsequent Permits to third parties acquiring successor interests in the Snowcreek Projects or Project Site, or any portion thereof, including without limitation purchasers or long-term ground lessees of individual lots, parcels, or facilities located on or within the Project Site. Town cannot unreasonably disapprove of the transfer or assignment, provided that transferee has the experience in the real estate industry and financial capacity that is comparable to or better than transferor to fulfill Developer's obligations under this Agreement.

8.1.2 Assumption of Assigned Obligations and Rights. As a condition to any Assignment under this Agreement, any person or entity accepting such Assignment ("Assignee") shall assume all of the obligations and rights of this Agreement as they pertain to the portion of the Property being transferred to the Assignee. An Assignment and Assumption Agreement, attached as Exhibit F shall be signed by the Assignor and the Assignee.

8.1.3 Release of Developer. Upon the effectiveness of any Assignment and Assumption of Developer's obligations by any Assignee, Developer shall be fully relieved and released of each of its duties and obligations with respect to the portion of the Property transferred to the transferee from and after the date of such transfer, except as to those obligations of Developer under this Agreement that affect more than the portion of the Property being transferred.

8.1.4 Successive Assignment. In the event of any Assignment under the provisions of Article 8, the provisions of this Article 8 shall apply to each successive Assignment and Assignee. Developer's obligations under this Agreement with respect to the portion of the Property transferred which are to be assumed by the Assignee shall be set out in substantially the form of the Assignment and Assumption Agreement, at Exhibit G.

8.1.5 Default. If all or any portion of the Project Site is transferred by Developer ("Transferred Property") to any person or entity (a "Transferee") the Transferee shall succeed to all of Developer's Rights under this Agreement regarding the Transferred Property. Thereafter, a default under this Agreement by Developer regarding that portion of the Project Site other than the Transferred Property (the "Remaining Property") shall not be considered or acted upon by Town as a default by the Transferee regarding the Transferred Property and shall not affect the Transferee's Rights regarding the Transferred Property. Likewise, a default by a

Transferee relating to the Transferred Property shall not be considered or acted upon by Town as a default by Developer regarding the Remaining Property and shall not affect Developer's Rights regarding the Remaining Property.

8.2 Mortgagee Protection.

8.2.1 Right to Mortgage. Developer or Owner may assign, pledge or otherwise encumber its rights and interests under this Agreement for security purposes to a Mortgagee of any Lot(s) without the consent of the Town. Nothing contained in this Agreement shall restrict Developer from encumbering all or any portion of the Property with a Mortgage, deed of trust or other security device (collectively, "Mortgage"); provided, however, that this Agreement shall be superior and senior to the lien of any Mortgage placed upon the Property or any portion thereof after the Effective Date. Prior to recordation of this Agreement, Developer shall obtain a Subordination Agreement in the form of Exhibit H attached hereto, from the holder of any Mortgage in effect as of the Effective Date subordinating the lien of such Mortgage to this Agreement. Notwithstanding the foregoing, no breach of this Agreement shall default, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions of this Agreement shall be binding upon and effective against any Person, including any deed of trust beneficiary or mortgagee, who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise; provided, however, that such transferee shall not be liable for defaults or monetary obligations arising prior to its acquisition of title to the Property or portion thereof.

8.2.2 Notice of Default. If the Town receives written notice from a Mortgagee requesting a copy of any notice of default given to Developer and specifying the address for service thereof, then the Town shall deliver to such Mortgagee, concurrently with the delivery to Developer, any notice given to Developer with respect to any claim by the Town Developer is in default hereunder. If the Town makes a determination of noncompliance hereunder, the Town shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service on Developer. Each Mortgagee shall have the right, but not the obligation, during the same period available to Developer hereunder, to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the Town's notice.

## ARTICLE 9
## DEFAULT; REMEDIES

9.1 Events of Default. Subject to the provisions of Section 11.15 regarding Unavoidable Delays, Section 8.1 regarding assignment and assumption, and Section 8.2 regarding Mortgagee Protection, the failure by any Party to pay any sum or to perform any obligation required under this Agreement, including, but not limited to, the Town's failure to issue Subsequent Permits for the Snowcreek Projects in conformance with this Agreement, and such Party's failure to cure such default within the specified cure period after receipt of a Notice of Default pursuant to Section 9.2 below, shall constitute an "Event of Default" under this Agreement. Failure by Developer to construct or delay in constructing the 2009 Projects or any portion thereof shall not be a default or Event of Default under this Agreement, and Developer shall not be liable to the Town for damages for failure to construct any portion of the Snowcreek Projects, unless such failure or delay constitutes a default under the terms of any Final Map,

building permit or similar approval, in which event the Town may exercise any of its normal remedies for default under such permit or approval.

9.2 Notice of Default and Cure. Any Party claiming a default under this Agreement shall deliver to the defaulting Party a written notice of default ("Notice of Default"). The Notice of Default shall specify the reasons for the allegation of default with reasonable particularity and the manner in which the default can be cured. The defaulting Party shall have the right to cure the default within thirty (30) days after receipt of the Notice of Default; provided, however, that if the nature of the alleged default is such that it cannot be reasonably cured within such thirty-day (30-day) period, the thirty-day (30-day) period shall be extended for the time reasonably required to complete the cure, so long as the defaulting Party commences the cure within the thirty-day period and diligently prosecutes the cure to completion thereafter and such cure is complete within one hundred twenty (120) after the cure is commenced; provided, that if a Party has timely commenced and diligently prosecutes the cure to completion thereafter, then the other party shall reasonably provide one or more extensions up to a total of one hundred twenty (120) days.

9.3 Procedure Upon an Event of Default. After the occurrence of an Event of Default, the other Party may give notice of its intent to terminate this Agreement. Following notice of intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review at a public meeting of the Town Council within thirty (30) days after that notice. Following consideration of the evidence presented in the review before the Town, the Party alleging the default by the other Party may institute legal proceedings or may give written notice of termination of this Agreement to the other Party; provided, however, Developer may only terminate this Agreement with respect to such portion of the Property then owned by Developer, and the Town may only terminate this Agreement with respect to the portion of the Property then owned by the defaulting Developer. Evidence of default may also arise in the course of an annual review of this Agreement pursuant to Section 7.2. If Developer is determined by the Town to be in default pursuant to the procedures for annual review, and after giving effect to Developer's right of appeal of such determination to the Town Council as provided in Section 7.2.4, the Town may give a written Notice of Default pursuant to Section 9.2. If the alleged default is not cured within the cure period set forth in Section 9.2 or within such longer period specified in the Town's Notice of Default, or if Developer waives its right to cure such alleged default in writing, then this Agreement may be terminated by the Town with respect to the portion of the Property then owned by the defaulting Developer.

9.4 Remedies for Non-Defaulting Party.

9.4.1 In the event either Party is in default under the terms of this Agreement, subject to any applicable requirements under Section 9.5 of this Agreement, the other Party may elect to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies as provided in this Agreement; (iii) pursue any judicial remedies available under the law; or (iv) terminate this Agreement.

9.4.2 Unless otherwise provided in this Agreement and subject to applicable requirements under Section 9.5 of this Agreement, either Party, in addition to any other rights or

remedies, may institute legal action to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. However, each Party hereby waives any right to sue or recover monetary damages for any default hereunder, other than the recovery of monetary amounts to which such Party is entitled under express provisions of this Agreement. All remedies available to a Party under this section shall be cumulative and not exclusive of the other, and the exercise of one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.

9.5 Dispute Resolution; Legal Action.

9.5.1 Mediation. Before pursuing any administrative or judicial remedies to resolve any dispute or claim under this Agreement, the Parties hereto shall attempt in good faith to resolve any such dispute through mediation conducted by a mediator, or a panel of mediators of a size appropriate to the scope of the dispute (but not exceeding three (3) in any event), in accordance with the Commercial Mediation Rules of the American Arbitration Association.

9.5.2 Judicial Reference. If mediation is not required under the provisions of this Agreement or mediation has not resolved the dispute and any Party to this Agreement commences a lawsuit relating to a dispute arising under this Agreement, all the issues in such action, whether of fact or law, shall be resolved by judicial reference pursuant to the provisions of California Code of Civil Procedure Sections 638.1 and 641 through 645.1. The Parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the judicial reference proceeding. Developer shall not be required to participate in the judicial reference proceeding unless it is satisfied that all necessary and appropriate parties will participate.

9.5.2.1 The proceeding shall be brought and held in Mono County, unless Parties agree to an alternative venue.

9.5.2.2 The Parties shall use the procedures adopted by JAMS/ENDISPUTE ("JAMS") for judicial reference and selection of a referee (or any other) entity offering judicial reference dispute resolution procedures as may be mutually acceptable to the Parties).

9.5.2.3 The referee must be a retired judge or a licensed attorney with substantial experience in relevant real estate matters.

9.5.2.4 The Parties to the litigation shall agree upon a single referee who shall have the power to try any and all of the issues raised, whether of fact or of law, which may be pertinent to the matters in dispute, and to issue a statement of decision thereon. Any dispute regarding the selection of the referee shall be resolved by JAMS or the entity providing the reference services, or if no entity is involved, by the court in accordance with California Code of Civil Procedure Sections 638 and 640.

9.5.2.5 The referee shall be authorized to provide all remedies available in law or equity appropriate under the circumstances of the controversy, other than punitive damages.

9.5.2.6 The referee may require one or more pre-hearing conferences.

9.5.2.7 The Parties shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

9.5.2.8 A stenographic record of the trial shall be made.

9.5.2.9 The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable.

9.5.2.10 The referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

9.5.2.11 The Parties shall promptly and diligently cooperate with each other and the referee and perform such acts, as may be necessary for an expeditious resolution of the dispute.

9.5.2.12 The costs of such proceeding, including the fees of a referee, shall be borne equally by the Parties to the dispute.

9.5.2.13 The statement of decision of the referee upon all of the issues considered by the referee shall be binding upon the Parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the referee shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action which may be brought by any of the Parties. Except for actions for indemnification, the Parties acknowledge and accept that they are waiving their right to a jury trial.

9.6 Extension of Agreement Term. The Term of this Agreement as set forth in Section 2.2 shall automatically be extended for the period of time in which the Parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as a direct result of such dispute resolution.

9.7 No Cross-Defaults. The rights and obligations of Developer and any successor Owner are separate from the rights and obligations of all other Developers and Owners and may be assigned separately as provided in Section 8.1 and enforced separately. A default by any one or more Developer or successor Owners under this Agreement shall not constitute a default by any other Developer or successor Owner or result in the termination of this Agreement or the vested development rights provided herein as to any other Developer or successor Owner. Master Developer shall have obligations hereunder only to the extent of its obligations as a Developer and Owner.

## ARTICLE 10
## AMENDMENTS; TERMINATION

10.1 Amendments. Except as set forth in Section 3.1, this Agreement may be modified, amended and/or extended only by mutual written consent of the Parties and shall be approved in the same manner as adoption of this Agreement, by ordinance as set forth in the Development Agreement Statute.

10.2 Release. Following the transfer or conveyance of any residential Lot on which is located a Residential Unit for which the Town has issued a final certificate of occupancy, this Agreement shall automatically terminate and cease to be an exception to title with respect to such residential Lot, stacked flat, or condominium unit ownership. Notwithstanding the automatic nature of such termination, within thirty (30) days after receipt of a written request from a developer or the residential owner, the Town shall execute and deliver any recordable documents necessary to evidence such termination. Upon the completion of the obligations set forth in this Agreement related to a residential Lot, stacked flat, or condominium unit ownership, upon the Town's receipt of written request, the Town shall execute and deliver any recordable documents necessary to release such residential Lot, stacked flat, or condominium unit ownership from this Agreement. The foregoing only applies if all conditions of the Project Approvals and requirements of this Agreement applicable to the subject residential Lot, stacked flat, or condominium unit ownership have been satisfactorily completed by Developer.

10.3 Effect of Expiration/Termination. Upon expiration or termination of this Agreement: (a) no Party shall have any further rights or obligation hereunder except for matters which accrued prior to such expiration or termination and matters which specifically survive expiration or termination under the express terms of this Agreement; and (b) the underlying Project Approvals shall remain in full force and effect.

## ARTICLE 11
## MISCELLANEOUS

11.1 Attorney's Fees. If any legal action or mediation or arbitration proceeding is brought by any Party because of a breach of this Agreement or to enforce any provision hereof and against the other party, then the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys' fees and costs. The "prevailing party" shall be that Party receiving substantially the relief sought in the action or proceeding.

11.2 Construction, Interpretation. This Agreement has been reviewed and revised by legal counsel for Developer and the Town, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

11.3 Cooperation; Further Assurances. Each Party: (a) shall deal fairly and in good faith with the other Parties; (b) shall not impede the other Parties' right to receive the benefits of this Agreement; (c) shall cooperate with and provide reasonable assistance to the other Parties in the performance of this Agreement; and (d) shall execute such documents or take such further

actions as may be reasonably necessary to consummate the performance or to carry out the purpose and intent of this Agreement.

11.4 Counterparts. This Agreement, and any documents implementing this Agreement, may be executed in multiple counterpart originals, each of which is deemed to be an original and all of which when taken together shall constitute one and the same instrument.

11.5 Entire Agreement. The Recitals set forth above in this Agreement and the Exhibits attached hereto are incorporated by references into this Agreement as an integrated portion hereof. This Agreement, including all such Recitals and Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof, and all prior or contemporaneous agreements and understandings, whether written or oral, are superseded.

11.6 Governing Law/Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, and the state courts of Mono County shall have jurisdiction.

11.7 Legal Challenges—Defense and Indemnification.

11.7.1 Cooperation in the Event of Legal Challenge. In the event of litigation , the Parties hereby agree to affirmatively cooperate and join in defending against any and all actions brought by any third party or parties in such litigation; provided, however, that both the Town and Developer shall retain their respective rights to control their own defense of the litigation. Except as provided herein, the Town and Developer shall each bear their own respective costs, if any, arising from such defense of litigation.

11.7.2 Defense and Indemnification. Developer shall indemnify, defend, and hold harmless Town Parties from and against any third party claims, demands,, actions, lawsuits or proceedings (collectively the "Claims"), and any related losses, liabilities, damages, liens, obligations, interest, injuries, penalties, fines, judgements, awards, costs and expenses, and attorneys' fee awards, including attorneys' fees awarded under Code of Civil Procedure section 1021.5 assessed or awarded against the Town, arising as a result of the Town's approval of this Agreement or any entitlements or permits pertaining to the Snowcreek Projects, or challenging the validity, applicability, or interpretation of any provision of this Agreement or any entitlements or permits pertaining to the Snowcreek Projects or arising directly as a result of Developer's (or Developer's contractors, subcontractors, agents, or employees) work performed in connection with the development of the Property or the Snowcreek Projects, including without limitation, Claims involving bodily injury, death or property damage. Upon request by Developer, Town shall enter into a joint defense agreement in a form reasonably acceptable to the Town Attorney and Developer to facilitate the sharing of materials and strategies related to the defense of such Litigation Challenge without waiver of attorney client privilege. Any proposed settlement of a Litigation Challenge by a Party shall be subject to the approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, that Developer may settle litigation without consent of the Town if the settlement does not require any changes to any project approvals or action by the Town.

11.7.3 Joint Defense and Costs. In the event any litigation is filed pertaining to the matters contemplated by Section 11.7.2 above, Developer shall select and retain legal counsel ("Counsel") to represent both the Town and Developer with respect to the litigation, and Counsel shall cooperate with Developer and the Town in the course of defending the litigation. Town may, in its sole discretion, elect to be separately represented by the legal counsel of its choice and reasonable costs of such representation shall be paid by Developer. Developer shall reimburse Town, within 45 days following Town's written demand therefor, which may be made from time to time during the course of any litigation, all reasonable costs incurred by Town in connection with the litigation, including Town's reasonable administrative, legal and court costs, and Town Attorney oversight expenses. Developer anticipates choosing as Counsel to provide the Town's and Developer's legal defense in any litigation the law firm of Allen Matkins Leck Gamble Mallory & Natsis LLP, subject to either party's right to change counsel if Counsel does not provide adequate and timely professional services. Developer shall also pay all filing fees, court costs and similar out-of-pocket expenses required for the Town and Developer to defend the litigation. The Town shall cooperate with Counsel's defense of the litigation, and shall make its records (other than documents privileged from disclosure) and personnel available to Counsel as may be reasonably requested by Counsel in connection with the litigation.

11.7.4 Effect on Term. The Term of this Agreement shall be tolled until final court action is taken in any litigation.

11.8 Notices. All notices, demands, correspondence and communications ("Notice") shall be in writing and shall be either personally delivered or sent by certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight courier service (which provides a delivery receipt), at the addresses set forth below. Any such Notice shall be deemed received on the date of personal delivery or on the date of receipt (or refusal to accept delivery) set forth in the certified mail receipt if sent by U.S. mail or in the receipt provided by the overnight courier service if sent by such service.

| | |
|---|---|
| Town: | Town of Mammoth Lakes<br>P.O. Box 1609<br>Mammoth Lakes, CA 93546<br><br>Attn: Rob Patterson, Town Manager |
| with a copy to: | Andrew Morris, Town Attorney<br>P.O. Box 1609<br>Mammoth Lakes, CA 93546 |
| Developer: | Snowcreek Hilltop Development Co, LLC,<br>a Delaware limited liability company;<br>Snowcreek Investment Company II, LLC,<br>a Delaware limited liability company<br>11100 Santa Monica Blvd., Suite 775<br>Los Angeles, CA 90025<br><br>Attn: Charles R. Lande |

with a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP
1901 Avenue of the Stars, Suite 1800
Los Angeles, CA 90067

Attn: Spencer B. Kallick, Esq.

11.9 Private Undertaking. It is expressly understood and agreed by the Parties the development contemplated by this Agreement is a private development, no Party is acting as the agent of any other Party in any respect hereunder, and Developer shall have full power and exclusive control over its properties subject only to the limitations and obligations of Developer under the Vested Rules and this Agreement. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Town and Developer joint venturers or partners.

11.10 Recordation. The Town shall record a Memorandum of this Agreement with the Mono County Recorder within ten (10) days after the Effective Date, pursuant to Development Agreement Statute Section 65868.5. Thereafter, if this Agreement is terminated, modified or amended as provided herein, the Town shall record notice of such action with the Mono County Recorder.

11.11 Section Headings. Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement.

11.12 Severability. If any provision or term of this Agreement, or the application of any provision or term of this Agreement to any particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the Agreement shall be unaffected and shall remain in full force and effect unless enforcement of the Agreement, with such invalidation, would be unreasonable or inequitable under the circumstances or would frustrate the purposes of the Agreement or the rights and obligations of the Parties there under.

11.13 Successors and Assigns; Covenants Running with the Land. Subject to the provisions of Section 8.1 governing assignment and the provisions for release set forth in Sections 8.1 and 10.2, the rights and obligations of Developer under this Agreement shall be binding upon and inure to the benefit of successor Owners of all or any portion of the Property and shall be covenants running with the land.

11.14 Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns, including the Owners. No other Person shall have any right of action based upon any provision of this Agreement.

11.15 Unavoidable Delays or Events. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities (but only as to delays or performance by Developer), enactment of conflicting state or federal laws or regulations (but only if the Party claiming delay complies at all times with the provisions of this Agreement pertaining to such conflicting laws), market forces beyond the Parties' control

that result in the decrease of the median home sales value within the Resort Zone of the Town by 10 percent or more over one calendar year, as reported through the Mammoth Lakes MLS data, delays caused by the delay or failure by any entity other than the Party claiming such delay to provide financing for or construction of needed public facilities or infrastructure as contemplated or required by this Agreement, delays due to the enforcement of environmental regulations, litigation against this Agreement or any of the Project Approvals, referendum of this Agreement or any of the Project Approvals or similar bases for excused performance ("Unavoidable Delay" or "Unavoidable Event"). Upon the occurrence of an Unavoidable Event, the time for performance shall be extended, for the duration of the Unavoidable Delay.

11.16 Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of the Party against whom enforcement of the waiver is sought. No waiver of any right or remedy shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement to be effective as of the Effective Date first set forth above.

TOWN: THE TOWN OF MAMMOTH LAKES,
a municipal corporation

By: _____
Rob Patterson, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Andrew Morris, Town Attorney

Date: _____

**[Signature Page to Development Agreement]**

DEVELOPER:

SNOWCREEK HILLTOP DEVELOPMENT CO, LLC, a Delaware limited liability company

By: LLJ Mammoth Ventures, LLC, its Sole Member

By: Snowcreek Manager, LLC, its Manager

By: _____
Name:
Title:

By: Chadmar Mammoth Venture LLC, its Manager

By: _____
Name: Charles R. Lande, President

SNOWCREEK INVESTMENT COMPANY II, LLC, a Delaware limited liability company

By: LLJ Mammoth Ventures, LLC, its Sole Member

By: Snowcreek Manager, LLC, its Manager

By: _____
Name:
Title:

By: Chadmar Mammoth Venture LLC, its Manager

By: _____
Name: Charles R. Lande, President

State of California )
County of Mono )

On _____, before me, _____,
(insert name and title of the officer)
personally appeared _____,
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

State of California )
County of Mono )

On _____, before me, _____,
(insert name and title of the officer)
personally appeared _____,
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

State of California )
County of Los Angeles )

On _____, before me, _____,
(insert name and title of the officer)
personally appeared _____,
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

State of California )
County of Los Angeles )

On _____, before me, _____,
(insert name and title of the officer)
personally appeared _____,
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

## LIST OF EXHIBITS


A-1 Legal Description for Property of Snowcreek VII

A-2 Legal Description for Property of Snowcreek VIII

B Snowcreek Greater Community Benefits

C Vested Rules

D Phasing Plan

E Schedule of Town Fees effective as of the Date of this Agreement

F Legal Description for Propane Tank Farm Easement

G Form of Assignment Agreement

H Form of Subordination Agreement

I Town of Mammoth Lakes Review Times

J Area of Geographic Nexus

K Legal Description for Mammoth Creek Open Space Corridor

**EXHIBIT A-1**

**LEGAL DESCRIPTION**
**FOR**
**SNOWCREEK VII**

LOT 4 OF TRACT 36-134 IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGES 56-56H OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF PARCEL 1 OF PARCEL MAP 36-133 IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE 7 AND 7A OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

# EXHIBIT A-2

## LEGAL DESCRIPTION
## FOR
## SNOWCREEK VIII

**PARCEL A:**

LOTS 3, 4, 5, 6 AND THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "FAIRWAY DRIVE" AND "MINARET ROAD" AS SHOWN AND DEFINED UPON THE MAP OF TRACT NO. 36-166, IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 10 PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL B:**

LOT LINE ADJUSTMENT PARCEL 2 OF LOT LINE ADJUSTMENT 1999-08 PER CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 897 OF OFFICIAL RECORDS AT PAGE 80 IN THE OFFICE OF THE COUNTY RECORDER OF MONO COUNTY, CALIFORNIA.

EXCEPT THEREFROM THAT PORTION OF SAID LOT LINE ADJUSTMENT PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT LINE ADJUSTMENT PARCEL 2 OF LOT LINE ADJUSTMENT 2001-05 PER CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 2001009429 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT LINE ADJUSTMENT PARCEL 2 SOUTH 13°52'08" WEST 518.96 FEET; THENCE CONTINUING ALONG SAID BOUNDARY LINE SOUTH 02°08'52" WEST 594.15 FEET TO AN ANGLE POINT IN SAID BOUNDARY LINE; THENCE LEAVING SAID BOUNDARY LINE NORTH 03°44'15" EAST 447.64 FEET; THENCE NORTH 12°12'51" EAST 167.91 FEET; THENCE NORTH 09°33'27" EAST 493.62 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT LINE ADJUSTMENT PARCEL 2 OF SAID LOT LINE ADJUSTMENT 1999-08 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT LINE ADJUSTMENT PARCEL 2 OF SAID LOT LINE ADJUSTMENT 2001-05, SAID POINT BEING THE INTERSECTION OF THE SOUTH BOUNDARY LINE OF SAID LOT LINE ADJUSTMENT PARCEL 2 AND THE EAST LINE OF RANCH ROAD AS OFFERED FOR DEDICATION ON TRACT NO. 36-166 PER MAP RECORDED IN BOOK 10 OF TRACT MAPS AT PAGES 21 THROUGH 21D IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 68°34'41" EAST 152.00 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT LINE ADJUSTMENT PARCEL 2; THENCE CONTINUING ALONG SAID BOUNDARY LINE NORTH 29°56'24" EST 342.65 FEET; THENCE CONTINUING ALONG

SAID BOUNDARY LINE NORTH 50°44'12" EAST 22.49 FEET; THENCE LEAVING SAID BOUNDARY LINE SOUTH 13°40'02" WEST 116.14 FEET; THENCE SOUTH 35°44'51" WEST 272.10 FEE; THENCE SOUTH 77°03'19" WEST 147.27 FEET TO THE POINT OF BEGINNING.

SAID LAND IS SHOWN AS LOT LINE ADJUSTMENT PARCEL 2 OF LINE ADJUSTMENT 2003-06 AS PER CERTIFICATE OF COMPLIANCE RECORDED OCTOBER 22, 2003 AS INSTRUMENT NO. 2003011728 OF OFFICIAL RECORDS.

**PARCEL C:**

TRACTS 46 & 47, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 27 EAST, M.D.M., IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

# EXHIBIT B

## SNOWCREEK GREATER COMMUNITY BENEFITS

The Town acknowledges a number of project features in both Snowcreek Projects as conditioned and approved by Town Council go beyond what may legally be imposed on development projects through an entitlement process. Those greater community benefits include but are not limited to:

1. The Additional Financial Contribution.

2. Fiscal benefits that will accrue to the Town and community through the implementation of the Project as intended that would not occur without this Agreement, including transient occupancy taxes.

3. 8.9 acres of park area provided in excess of that required in conjunction with the buildout of Snowcreek VIII.

4. Preservation of Mammoth Creek open space corridor.

5. Championship 18-hole golf course will be designed by a top course architect.

6. Practice facility to be designed by a top course architect.

7. Secondary access for both Snowcreek V and VIII and the Emergency Vehicle Access Road connecting the Snowcreek VIII Project to Sherwin Creek Road is in addition to Mammoth Lakes Fire Protection District ("MLFPD") requirements.

8. Allowing egress of backcountry skiers, snowboarders, snowshoers from the Sherwin Range immediately upon approval of the Project prior to its construction and completion.

9. Programming of public spaces, including but not limited to the Great Lawn and Outfitters' Cabin, to increase visitation to the project and Town.

10. Establishment of public access across certain points of the project to allow public egress to surrounding public lands prior to Project construction and after completion and which would also provide access to an enhanced network of publicly accessible multi-use paths that is connected to the Town's trail system.

11. If needed by the Town, the Developer will provide the property described on Exhibit F attached hereto and incorporated herein by this reference for propane storage tanks.

# EXHIBIT C

## VESTED RULES

[As of the Effective Date]

Project Approvals. "Project Approvals" means: (a) the existing Town permits, approvals and entitlements for the Projects set forth below and in Section 3.2; plus (b) any amendments or additions to the Project Approvals and any Subsequent Permits (as defined in Section 5.1.1) which are subsequently issued by the Town and approved by Developer, in accordance with the procedures described in Section 3.1. The Project Approvals are included in the Vested Rules.

Snowcreek VII. The existing Project Approvals approved by the Town for the Snowcreek VII Project, are the following:

Master Plan at Mammoth, approved by the County of Mammoth Lakes in 1981.

Final Tract Map 36-236A for Phase 1 recorded 7/10/07, Book 10, Page 105.

Final Tract Map 36-236B for Phase 2 recorded 10/9/2019, Book 11, Page 15.

Final Tract Map 36-236C for Phase 3 recorded 4/8/2021, Book 12, Page 17.

Tentative Tract Map 36-236 for Phases 2 and 3 as modified by Resolution PC2009-01 and as further modified by this Agreement with respect to Special Planning Condition of Approval No. 11 in Resolution 2006-15, which shall read as originally approved (new italicized language is hereby deleted).

Use Permit 2005-11 approved by Resolution 2006-15, dated 5/24/06, as modified by Resolution PC 2009-01.

Grading Permits: Restricted Permit 2006-15 dated 4/24/07, Full Phase I Permit 2006-15 dated (in error) 4/24/07 (signed May 3, 2007); Amendment 01 to Grading Permit 2006-15 allowing dirt stockpiling on Snowcreek VIII property, dated 8/2/07.

Building Permits for Building 1-39.

Encroachment Permit 2006-10 dated 9/21/06 for sewer line and water line work.

Improvement Permit 2006-20 dated 6/18/06 for water line work.

Permit 2007-164041 dated 4/28/08 allowing Rec Building Remodel.

Certificates of Occupancy for Building 1 – 39.

The permitted uses, the density or intensity of use, the zoning, the maximum height and size of buildings, the provisions for reservation and dedication of land, and the subdivision or use permit improvement requirements for Snowcreek VII are set forth in the existing Project Approvals, as supplemented by Subsequent Permits issued in conformance with the Vested Rules.

Snowcreek VIII. The existing Project Approvals approved by the Town for the Snowcreek VIII Project, are the following:

General Plan Amendment to the Urban Growth Boundary.

Zone Code Amendment to effectuate the Snowcreek VIII Master Plan Update 2007, approved on August 5, 2009 ("Snowcreek Master Plan Update 2007"). Permitted uses for the Snowcreek VIII portion of the Snowcreek Projects are set forth in the Snowcreek Master Plan Update 2007.

Snowcreek VIII Master Plan Update 2007, approved on July 8, 2009 ("Snowcreek Master Plan Update 2007"). Permitted uses for the Snowcreek VIII portion of the Snowcreek Projects are set forth in the Snowcreek Master Plan Update 2007.

Conditional Use Permit # 88-19 approved 4/12/1989 for the current 9-hole golf course existing on the Snowcreek VIII Property.

Tentative Tract Map 09-002 to allow parcelization of approximately 222 acres within the Snowcreek Master Plan Update Area approved by Resolution on December 9, 2009, and recorded on January 14, 2010.

Final Tract Map 09-002 for the parcelization of the approximately 222 acres within the Snowcreek Master Plan Update Area, recorded 8/31/2023, Book 12, Page 22A.

CDDD 2009-25 for AP 09-004 dated 1/12/10 approving the temporary restaurant at the Golf Course and extending the use permit on the existing temporary clubhouse.

Resolution No. PEDC 2024-11 for Tentative Tract Map 23-002 and Use Permit 23-003 approving the Phase I subdivision for Snowcreek VIII, dated 9/11/2024.

The permitted uses, the density or intensity of use, the zoning, the maximum height and size of buildings, the provisions for reservation and dedication of land, and the subdivision or use permit improvement requirements for the Snowcreek Projects are set forth in the existing Project Approvals, as supplemented by Subsequent Permits issued in conformance with the Vested Rules.

# EXHIBIT D

## PHASING PLAN

Figure 5.7 of Master Plan Update

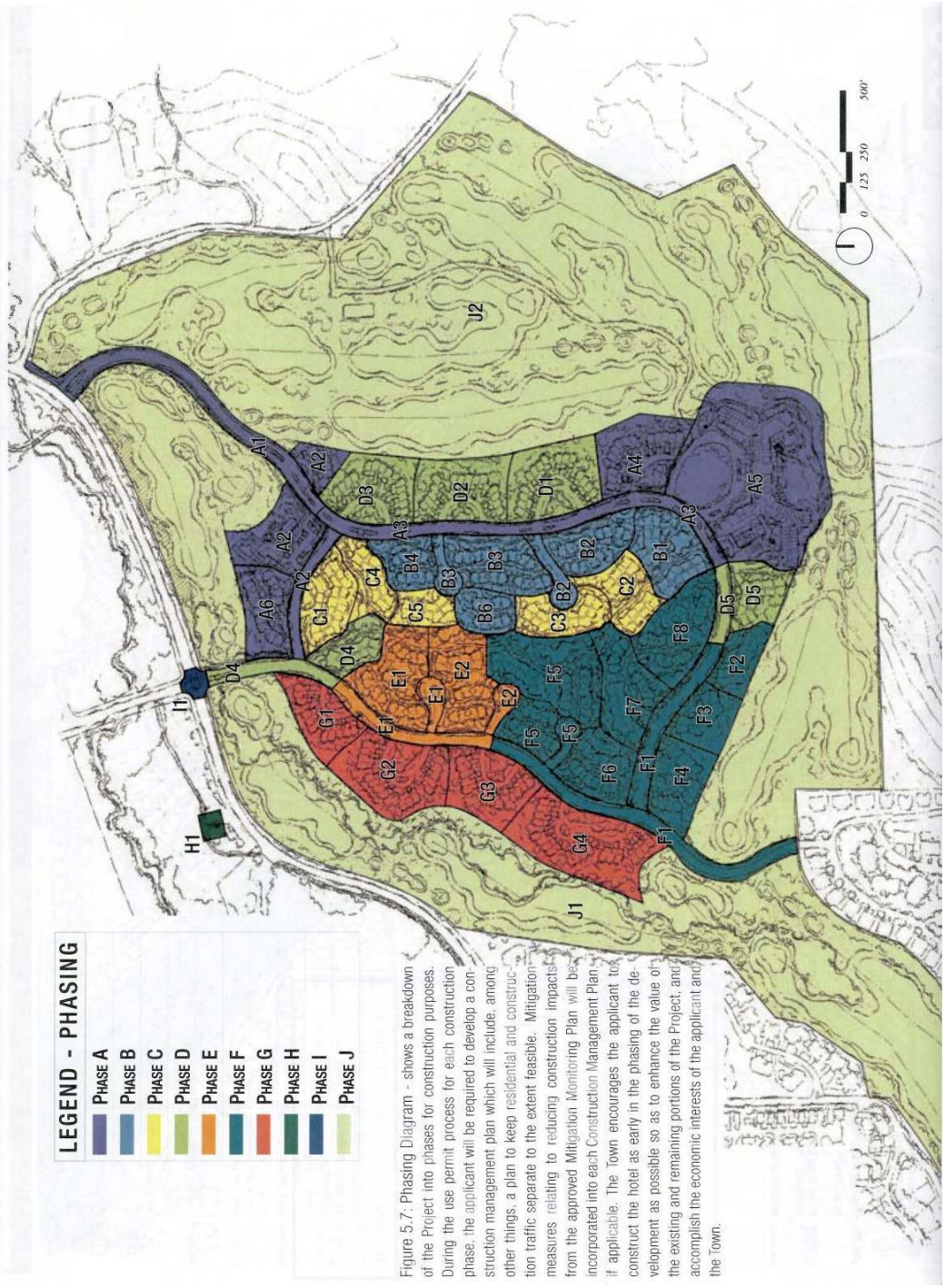



Figure 5.7: Phasing Diagram - shows a breakdown of the Project into phases for construction purposes. During the use permit process for each construction phase, the applicant will be required to develop a construction management plan which will include, among other things, a plan to keep residential and construction traffic separate to the extent feasible. Mitigation measures relating to reducing construction impacts from the approved Mitigation Monitoring Plan will be incorporated into each Construction Management Plan if applicable. The Town encourages the applicant to construct the hotel as early in the phasing of the development as possible so as to enhance the value of the existing and remaining portions of the Project, and accomplish the economic interests of the applicant and the Town.

# EXHIBIT E

## SCHEDULE OF PLANNING FEES
## in effect on the Effective Date of this Agreement

### COMMUNITY & ECONOMIC DEVELOPMENT FEE SCHEDULE FY 24-25

| Permit/Service Title | Fee[1] |
|---|---|
| Adjustment (ADJ) | $1,058 |
| Administrative Permit (AP) | $651 |
| Administrative Permit - Mobile Business (AP) | $476 |
| Administrative Permit - Temporary Outdoor Display and Sales (AP) | $98 |
| Administrative Permit - Permanent Outdoor Display (AP) | $150 |
| Administrative Permit - Two-Unit Project | $1,096 |
| Advisory Design Panel (ADP) | Per Advisory Design Panel Rates |
| Appeal Planning & Economic Development Commission Decision to Town Council | $1,942 |
| Appeal Staff Decision to Planning & Economic Development Commission | $2,310 |
| Certificate of Compliance (COC) | Cost Accounted, $500 Deposit |
| CEQA - Environmental Impact Report (EIR) | Per Consultant's Cost |
| CEQA - Negative Declaration / Initial Study (ND / IS) | Per Consultant's Cost or Cost Accounted, $10,000 Deposit |
| Concept Review (CR) | Cost Accounted, $2,500 Deposit |
| Design Review - Administrative (New Single Family) (ADR) | $1,071 |
| Design Review - Administrative (Not New Single Family) | $582 |
| Design Review - (Repaint Only) (ADR) | $222 |
| Design Review - Major (DR) | Cost Accounted, $2,500 Deposit |
| Design Review - Minor (DR) | $1,407 |
| Development Agreement (DA) | Cost Accounted, $10,000 Deposit |
| District Zoning Amendment - Map Amendment (DZA) | Cost Accounted, $6,000 Deposit |
| Film Permit (FP) | $50 |
| General Plan Amendment (GPA) | Cost Accounted, $10,000 Deposit |
| Landscape Document Package (LDP) | $152 |
| Lot Line Adjustment (LLA) | $1,096 |
| New Construction Fee (Collected at Building Permit) | $.20 sq. ft. of Habitable Space |
| Planning Services Review / Investigation (PSR) | Cost Accounted, $500 Deposit |
| Sign Permit - Master Sign Program (New) (SP) | Cost Accounted, $1,000 Deposit |
| Sign Permit - Master Sign Program (Amendment) (SP) | Cost Accounted, $1,000 Deposit |
| Sign Permit - Permanent Sign (SP) | $334 |
| Sign Permit - Temporary Sign (SP)[2] | $77 |
| Tentative Parcel Map (Includes TPM amendments) (TPM) | Cost Accounted, $6,000 Deposit |
| Tentative Tract Map (Includes TTM amendments) (TTM) | Cost Accounted, $6,000 Deposit |
| Parcel Map - Urban Lot Split | $1,096 |
| Time Extension Request - Major (TER) | $1,053 |
| Time Extension Request - Minor (TER) | $200 |
| Tree Removal Permit (TRP) | $10 |
| Tree Management Plan (TRP) | $100 |
| Use Permit Application (Includes UPA amendments) (UPA) | Cost Accounted, $2,500 Deposit |
| Variance (VAR) | Cost Accounted, $6,000 Deposit |
| Zone Code Amendment - Text Amendment (ZCA) | Cost Accounted, $6,000 Deposit |

[1] Flat fees are applicable when a project does not have a cost accounted component. If any portion of a project is cost accounted, the entire project is billed as a cost accounted project. Only the largest deposit is required for a project with multiple cost accounted

[2] No fees are required for community event signs per Municipal Code §17.48.090.N.2.a.

# EXHIBIT F

## LEGAL DESCRIPTION
## FOR
## PROPANE TANK FARM EASEMENT

That Portion of Tract 47 of Section 2, Township 4 South, Range 27 East, Mount Diablo Base and Meridian, in the Town of Mammoth Lakes, Mono County, State of California, according to the official government plat thereof, described as follows:

> Beginning at that bronze capped monument marking Angle Point 16 of said Tract 47 as set per the Bureau of Land Management dependent resurvey of Tracts 45, 46 and the survey of Tract 47 completed on November 20, 2003; thence along the easterly boundary of said Tract 47 N47º56'38"W 117.00 feet; thence S42º03'22"W 100.00 feet; thence S47º56'38"E 148.94 feet more or less to a point on the easterly boundary of said Tract 47; thence along said boundary N34º42'09"E 14.85 feet to a bronze capped monument marking Angle Point 15 per said survey; thence continuing along said easterly boundary N22º39'06"E 90.41 feet to the point of beginning.

Containing approximately 12,330 square feet, or .283 acres, more or less

**EXHIBIT G**

**ASSIGNMENT AGREEMENT [FORM]**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

_____
_____
_____
_____

Attention: _____

(Space Above For Recorder's Use)

**ASSIGNMENT AGREEMENT**

This ASSIGNMENT AGREEMENT ("Assignment"), effective as of _____, 20__, ("Effective Date"), is executed by _____ ("Assignor"), and _____ ("Assignee"), with reference to the following:

R E C I T A L S :

A. Assignor is a "Developer" or "Owner" under the terms of the Development Agreement by and among The Town of Mammoth Lakes ("Town") and SNOWCREEK HILLTOP DEVELOPMENT CO, LLC, a Delaware limited liability company ("SHDC LLC") and SNOWCREEK INVESTMENT COMPANY II, LLC, a Delaware limited liability company ("SIC II"), effective on _____, 20__ and recorded in the Official Records of Mono County, California, on _____, 20__ as File No. _____.

B. Pursuant to Section 8.1 of the Development Agreement, a Developer or an Owner of property subject to the Development Agreement, has the ability to assign or transfer ("assign") its development rights, duties and obligations under the Development Agreement, with respect to the property conveyed, to the new owner, who shall assume such obligations pursuant to a written assignment agreement and approval by the Town, which approval shall not be unreasonably withheld.

C. Assignor will convey to Assignee, concurrently with the Effective Date of this Assignment, a portion of the real property covered by the Development Agreement, which portion is legally described as:

**[insert legal description of property being conveyed]**

("Conveyed Property").

D. This Assignment is intended to implement Section 8.1 of the Development Agreement and to evidence the assignment of the rights, duties and obligations of Assignor under the Development Agreement related to the Conveyed Property to Assignee.

E. Pursuant to section 8.1 of the Development Agreement, the Assignor obtained approval of the Town for this Assignment to be effective or such approval was granted and is attached hereto as Exhibit 1.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants set forth herein, Assignee and Assignor agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee all of the rights, duties and obligations of Assignor as "Developer" or "Owner" under the Development Agreement, with respect to the Conveyed Property. Assignee hereby accepts such assignment and assumes all of the rights, duties and obligations of the Assignor as "Developer" or "Owner" under the Development Agreement with respect to the Conveyed Property.

2. Release. As of the Effective Date, the Assignor will be released from any duties and obligations assigned pursuant to Section 1 arising on or after the Effective Date.

3. Effective Date. This Assignment shall be effective upon the date of recordation of a grant deed conveying the Conveyed Property from Assignor to Assignee.

4. Notices. Within thirty (30) days after the Effective Date, Assignor shall deliver a copy of this fully executed Assignment to the Town. Notices to the Assignee pursuant to the Development Agreement shall be directed to:

_____
_____
_____
_____
_____

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the Effective Date first set forth above.

"ASSIGNOR"

_____,
a _____

By: _____
Title: _____

By: _____
Title: _____

"ASSIGNEE"

_____,
a _____

By: _____
Title: _____

By: _____
Title: _____

**EXHIBIT H**

**FORM OF SUBORDINATION AGREEMENT**

**CONSENT OF LIEN HOLDER AND SUBORDINATION AGREEMENT [FORM]**

Tax Assessor's Parcel No. _____

Owner: _____

The undersigned is the beneficiary under that certain deed of trust ("Deed of Trust") recorded on _____, 20___ as File No. _____ of the Official Records of Mono County, California, which affects the real property identified above. Such real property is a portion of the property subject to the Development Agreement by and among The Town of Mammoth Lakes and Snowcreek Hilltop Development Co, LLC, a Delaware limited liability company and Snowcreek Investment Company II, LLC, a Delaware limited liability company, recorded in the Official Records of Mono County on _____, 20___ as File No. _____ ("Development Agreement").

The undersigned hereby acknowledges and agrees that the lien of the Deed of Trust shall be junior and subordinate and subject to the Development Agreement.

DATED: _____, 20___.

_____

_____

By:_____

Title:_____

State of California )
County of _____ )

On _____, before me, _____,
(insert name and title of the officer)

personally appeared _____,
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

# EXHIBIT I

## TOWN OF MAMMOTH LAKES REVIEW TIMES

A. Planning Division

1. Completeness Review: 30 calendar days
2. Administrative Permit: 40 working days
3. Use Permit: 50 working days + CEQA
4. Tentative Map: 80 working days (4 months)
5. Lot Line Adjustment: 30 working days
6. Sign Permit: 15 working days
7. Zoning Code/Master Plan Amendment: 100 working days + CEQA

B. CEQA

1. Categorical Exemption: 5 working days
2. Negative Declaration: 30 working days
3. EIR: 180 working days

C. Engineering Division

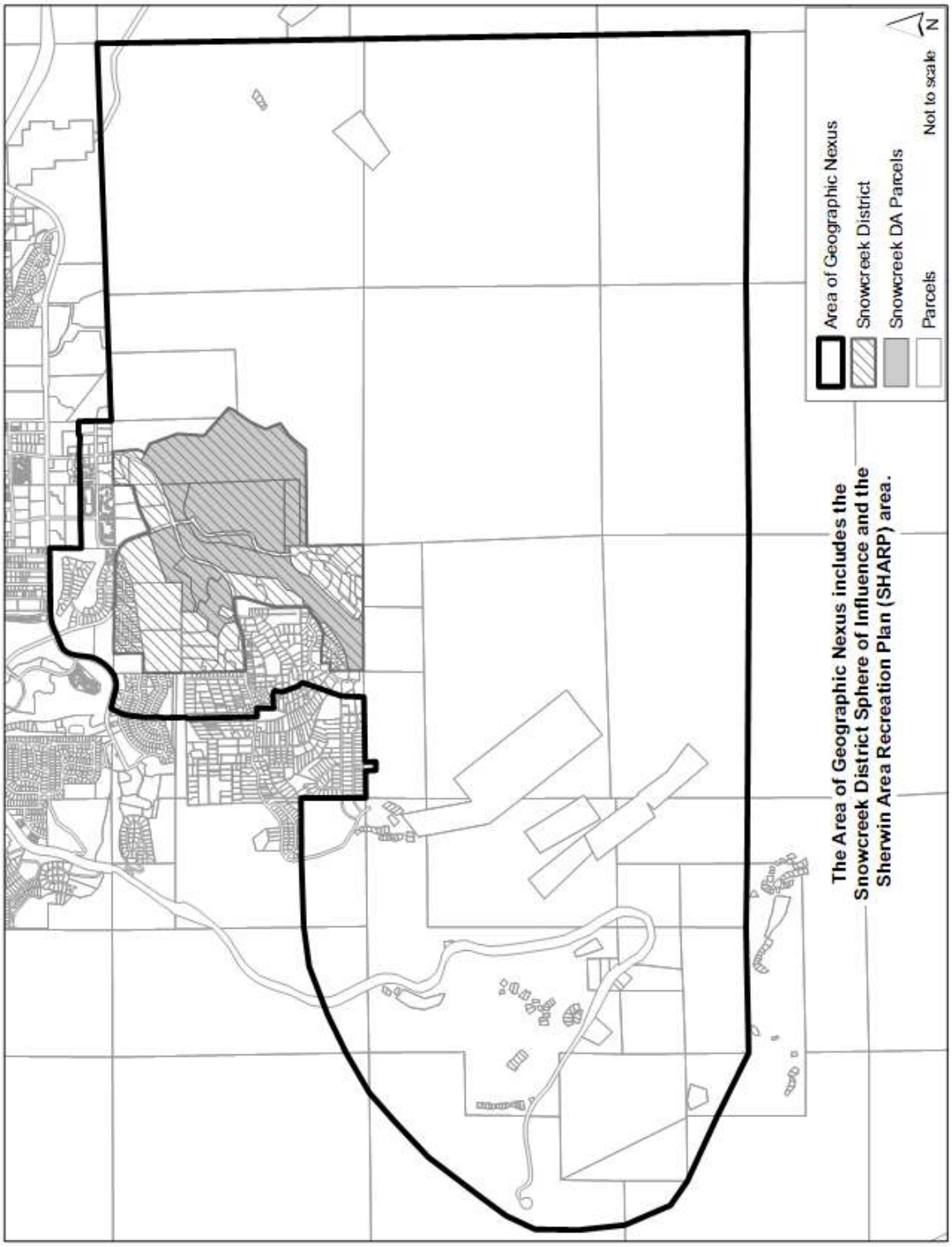
1. Development Review: 20 working days
2. Grading/Improvement Plan Review
    i. 1st Submittal: 20 working days
    ii. 2nd Submittal: 10 working days
    iii. 3rd Submittal: 5 working days

D. Building Division

1. Plan Check
    i. 1st Submittal: 20 total working days
    ii. 2nd Submittal: 10 total working days
2. Inspection: within 24 hours of request (providing all information is given by 7am cut-off time)

**EXHIBIT J**

**AREA OF GEOGRAPHIC NEXUS**



# EXHIBIT K

## LEGAL DESCRIPTION FOR MAMMOTH CREEK OPEN SPACE CORRIDOR

Lot 2 of Tract No. 36-236A in the Town on Mammoth Lakes, Mono County, State of California per map recorded in Book 10 of Tract Maps at Page 105 through 105F on file in the office of the County Recorder of said County.

# TOWN COUNCIL STAFF REPORT

Title: Award contract for the first phase of engineering design (PS&E) services for the Main St Multi-Use Path (MUP) to Stantec Consulting Services Inc.

Meeting Date: April 16, 2025

Prepared by: Amy Callanan, PE, Engineering Manager

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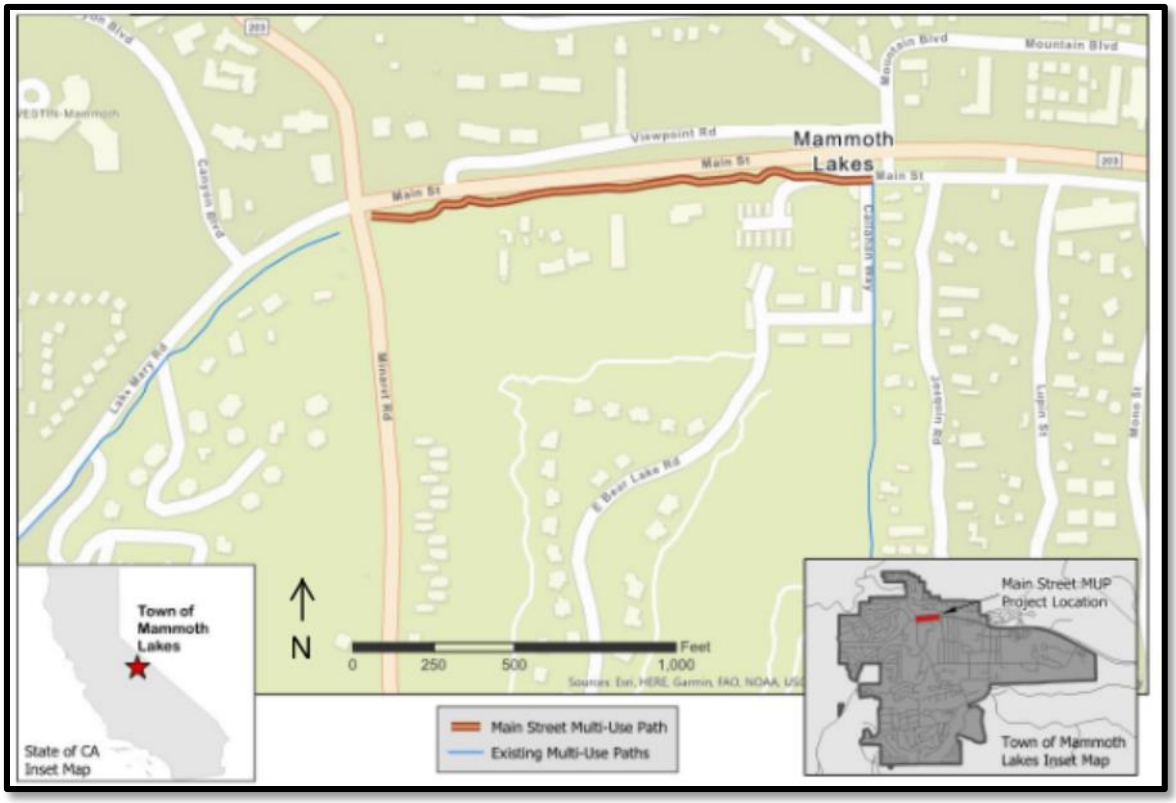
## RECOMMENDATION:

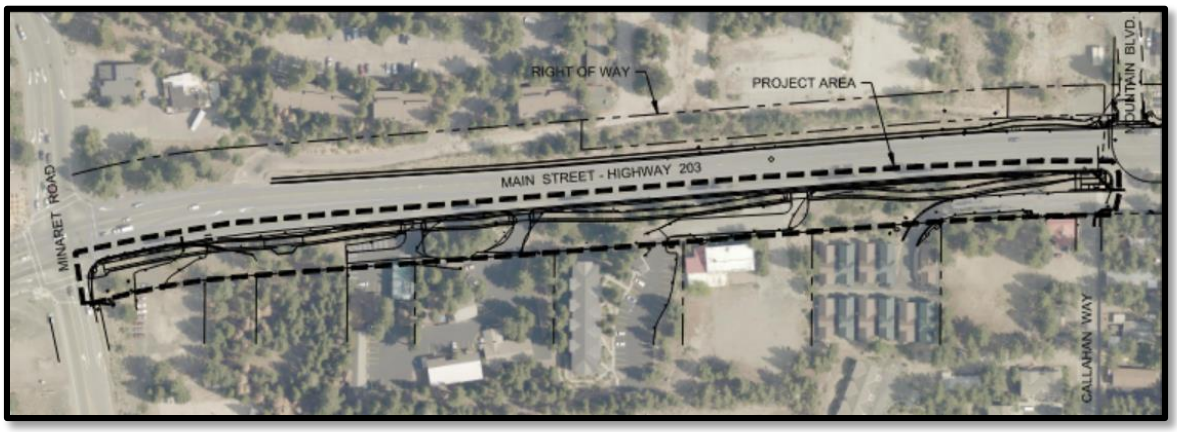
Staff recommend the Town Council authorize the Town Manager to:

- Execute an agreement with Stantec Consulting Services Inc. for the first phase of engineering design (PS&E) services for the Main Street Multi-Use Path (MUP).
- Execute amendments to the contract, within the funding allocation, as necessary to advance project design.

## BACKGROUND:

The Main Street Multi-Use Path (MUP) project involves construction of approximately 1,635-ft MUP for bicycle and pedestrian travel along the south side of State Route 203 (Main Street) between Minaret Road and Callahan Way. The path will provide a key ADA-compliant connection between existing Town Loop MUPs and sidewalks located in the commercial core of Town, the future MUP along Minaret Road and the Lakes Basin Path. The MUP is situated fully within existing Caltrans right-of-way, and also includes retaining walls, safety lighting, drainage improvements, a bus turnout and shelter, and utility relocations. The path is identified as an opportunity for strategic investment in the Mobility Element and would close that MUP gap on Main Street. The project will be developed with complete streets pedestrian infrastructure.




## ANALYSIS:

This first phase of design will include survey, geotechnical investigation, hydrology report, structural alternatives analysis and development of 30% design-level plans and cost estimate. Upon review of the documents, the Town anticipates requesting Stantec provide a proposal for final design services to develop the plans to 100% level, ready for bidding.

Stantec (formerly Cardno) is an engineering consulting firm with significant experience in the design and construction of recreational trails, sidewalks and roads in mountainous areas. The design team prepared the initial Project Study Report (PSR) and performed the

follow-up Project Approval & Environmental Documentation (PA&ED) phase for the project. They also designed and performed construction administration services for the Town's recently constructed Laurel Mountain Road Sidewalk and Rehabilitation project. The contract with Stantec would be executed as a task order under their current on-call contract for civil engineering 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, as required by Government Code section 4525, et seq.

## FINANCIAL CONSIDERATIONS:

The first phase civil engineering design services is currently proposed to consist of a not-to-exceed amount of $124,726, billed at hourly rates by discipline/task for actual work performed, and is currently fully funded as follows:

| **Funding Source** | **Amount** |
|---|---|
| STIP | $ 200,000 |
| **TOTAL** | **$ 200,000** |

Additional funding required to proceed beyond the 30% design level will be identified in the future.

Construction funding or schedule has not been identified at this time.

## ENVIRONMENTAL CONSIDERATIONS:

The project qualifies for a Class 4 categorical exemption from CEQA under Section 15304(h), Minor Alterations to Land, because the project consists of the creation of bicycle lanes on existing rights-of-way and represents a negligible expansion of an existing use. A Notice of Exemption was filed with Mono County on October 11, 2024.

# MAMMOTH LAKES TOWN COUNCIL
# STAFF REPORT

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**Title**: Two-year contract extension of the LA Kings Hockey Club, Corporate Sponsorship Agreement with Mammoth Lakes Tourism, the Facility Branding and Use Agreement between The Los Angeles Kings Hockey Club, the Town of Mammoth Lakes and Mammoth Lakes Recreation, and the Consultant Agreement between the Town of Mammoth Lakes and JV Ice PV, LLC (ASEC).

**Council Meeting Date**: April 16, 2025

**Prepared by:** Rob Patterson, Town Manager
Stuart Brown, Parks and Recreation Director
John Urdi, Executive Director, Mammoth Lakes Tourism

## RECOMMENDATION:

1. Approve the resolution authorizing the allocation of $200,000 from the Tourism Reserve to fund the two-year, LA Kings Hockey Club, L.P. Corporate Sponsorship Agreement Extension with Mammoth Lakes Tourism.
2. Direct the Town Manager to finalize and execute the two-year Facility Branding and Use Agreement Extension between The Los Angeles Kings Hockey Club, L.P., the Town of Mammoth Lakes and Mammoth Lakes Recreation.
3. Direct the Town Manager to finalize and execute the two-year Consultant Agreement extension between JV Ice PV, LLC (ASEC) and the Town of Mammoth Lakes.

## BACKGROUND INFORMATION:

On October 5, 2022, the Town Council received an update on Community Recreation Center (CRC) construction and proposed agreements with the Los Angeles Kings Hockey Club, L.P., and JV Ice PV, LLC. Town Council action was to direct the Town Manager to execute the three-year Facility Branding and Use Agreement with the LA Kings Hockey Club, L.P. which occurred later on October 31, 2022.

The multi-year partnership agreement with the LA Kings, a two-time Stanley Cup winning NHL Hockey Franchise in our core market of Los Angeles represented a game-changing milestone for the community and significant promotion opportunities for Mammoth Lakes Tourism. The breadth of this collaborative partnership has demonstrated that the community can do great things by working together for a common purpose to realize significant community benefit. The partnership has leveraged the power and influence of the LA Kings to energize and infuse a lifelong love of hockey in youth, adults, and the young at heart, and to expand the love of skating and ice sports in our community.

The partnership also brings the largest independent owner/operator of ice rink facilities in the United States to Mammoth Lakes (JV Ice PV, LLC (ASEC). The professional consultant has provided specialized expertise, and technical capabilities from the operation of several rinks in southern California and across the United States. These have included ice-making services, enhanced programming opportunities, vendor discounts and branded year-round programs, events, tournaments, and activities to the region.

Town Council action is required to extend the terms of the current agreements for a two-year term that are outlined below.

**ANALYSIS AND DISCUSSION:**

The Town of Mammoth Lakes, Mammoth Lakes Tourism, and Mammoth Lakes Recreation multi-year partnership agreement with the Los Angeles Kings Hockey Club, L.P., includes the following components:

A. Mammoth Lakes Tourism Corporate Sponsorship Agreement with the LA Kings Hockey Club, L.P., - $100,000/year.
B. Town of Mammoth Lakes Consultant Agreement with JV Ice PV, LLC to support facility operations and programming - $50,000/year.
C. LA Kings Hockey Club, L.P., Facility Branding and Use Agreement with the Town of Mammoth Lakes
    - includes LA Kings $75,000/year donation to Mammoth Lakes Recreation to support Facility Operations.

**A. Mammoth Lakes Tourism Corporate Sponsorship Agreement with the LA Kings**

The three-year Corporate Sponsorship Agreement with the LA Kings commenced on March 1, 2023 and will conclude on the last date of the 2024-2025 NHL regular season. For the term of the agreement, Mammoth Lakes Tourism receives certain sponsorship benefits for a specific number of LA Kings home games at the Crypto.com arena. The value of this Sponsorship Agreement is $100,000 per year and was previously funded by the Tourism Reserve. The parties have the right to mutually agree to extend the Term of this Agreement for an additional two (2) years (i.e., until the last date of the 2026-2027 NHL regular season), in writing, on or before **April 1, 2025.** This deadline was recently extended in writing to **May 1, 2025** by both parties.

**B. Consulting Agreement**

The three-year Consultant Agreement with JV Ice PV, LLC (ASEC) was executed on October 30, 2022 and is scheduled to expire on April 30, 2025, but as per the 2nd Amendment (see below), the term is now scheduled to expire on October 30, 2025. This agreement provides year-round technical and operational consulting services for the facility. JV Ice PV, LLC is an LA Kings Partner experienced in the design, development, construction, management, operation, programming and supervision of ice skating and sports properties similar to the Community Recreation Center. This agreement is directly linked to the "Facility Branding and Use Agreement" between the LA Kings and the Town of Mammoth Lakes. The agreement can be extended for an additional 2 years in writing (on the same terms) for an additional two (2) years (.i.e. until October 30, 2027).

**C. Facility Branding and Use Agreement**

The three-year Facility Branding and Use Agreement with the LA Kings was executed on October 31, 2022. The 2nd Amendment was subsequently executed on October 5, 2023, and extended the term of the agreement to October 30, 2025. The agreement provides certain branding recognition and usage rights at the facility, such as the naming of the ice rink operating within the Community Recreation Center (CRC) as "LA Kings Ice Mammoth Lakes." This also includes branded signage featuring the name of the facility placed at locations at and around the CRC, including one in-ice center ice logo. The agreement also has networking opportunities that allow the Town to connect

with other LA Kings sponsors or business partners and the use of one VIP suite, per season for the term of the agreement.

The 2nd Amendment was agreed to as a result of the record setting snowfall Mammoth Lakes experienced during the winter of 2022/23 that significantly impacted the ability of the contractor to complete construction of the Facility by the original contracted completion date of April 15, 2023 and later amended to November 30, 2023. The Facility officially opened to the public on Friday, November 24, 2023.

In regards to the terms of the agreement, the 2nd Amendment also revised the following key dates:

- The references to April 30, 2025 in Section 7(a) of the Agreement as the expiration date of the Agreement was extended to **October 30, 2025.**
- The reference to April 30, 2027 in Section 7(b) of the Agreement as the end date of the Extension Term was moved to October 30, 2027.
- The reference to March 1, 2025 in Section 7(b) of the Agreement as the notice date for the Extension Term was replaced with September 1, 2025.

**Mammoth Lakes Recreation (MLR) Donation**
In consideration for all rights and benefits described in the Facility Branding and Use Agreement, the LA Kings make an annual donation of $75,000 per year to Mammoth Lakes Recreation for the term of the agreement. The Town of Mammoth Lakes invoices MLR for $75,000 which directly funds the operations of the Community Recreation Center (CRC).

**Agreement Extension Additions**
For the two-year extension, the Town is proposing certain inclusions to the agreement that include additional Hockey Development Camps (Youth + Coed + Women's specific), a 3-day Hockey Camp (Adult Coed + Women's specific), a LA Kings Alumni Weekend, the continuation of the Mammoth Lakes Roundtrip, and an amendment to the rate charged by the Town for use of the ice rink from $240/hr. to $280/hr.

## FINANCIAL CONSIDERATIONS:

Funding for the two-year extension is proposed to be allocated from the Tourism Reserve. The majority of funding for the original three-year Mammoth Lakes Tourism Corporate Sponsorship Agreement with the LA Kings was derived from Town Council Resolution No. 18-13. On March 7, 2018, Town Council authorized funding of $675,000 to Mammoth Lakes Tourism to be used exclusively for supporting a sponsorship agreement with the LA Kings. These funds were derived from Transient Occupancy Tax (TOT) revenues that exceeded the Town's Fiscal Year 2018/19 budget. Funding for the three-year, Consultant Agreement with JV Ice PV, LLC is budgeted annually from the Community Recreation Center (CRC) expenditures (858-436).

## STAFFING CONSIDERATION:

Staff requirements to manage the LA Kings Facility Branding and Use Agreement and the relationship with the consultant JV Ice PV LLC., are incorporated in the annual Parks and Recreation Department financial budget, work program, and planned staff recruitments.

**ENVIRONMENTAL CONSIDERATION:**

On May 17, 2017, the Town Council certified the Final Environmental Impact Report (SCH#2016062009) for the Multi-Use Facility. All work proposed will be consistent with the mitigation and monitoring requirements of this document and no further environmental analysis is required.

**LEGAL CONSIDERATION:**

The Agreements have been reviewed by the Town Attorney; however, the two-year extensions have not been finalized by the respective entities and as such, were not included in this staff report. In lieu of the actual agreements, it was the intention of staff to provide Council with a detailed overview of the content, context, and desired outcomes of the partnership Agreements.

**RECOMMENDATION:**

1. Approve the resolution authorizing the allocation of $200,000 from the Tourism Reserve to fund the two-year, LA Kings Corporate Sponsorship Agreement extension with Mammoth Lakes Tourism.
2. Direct the Town Manager to finalize and execute the two-year Facility Branding and Use Agreement extension between The Los Angeles Kings Hockey Club, the Town of Mammoth Lakes and Mammoth Lakes Recreation.
3. Direct the Town Manager to finalize and execute the two-year Consultant Agreement extension between JV Ice PV, LLC (ASEC) and the Town of Mammoth Lakes.

**ATTACHMENT:**

A. Resolution of the Town Council of Mammoth Lakes, State of California, authorizing the allocation of $200,000 from the fiscal year 2025/26 and fiscal year 2026/27 Tourism Reserve to fund the two-year, LA Kings Corporate Sponsorship Agreement Extension.

**RESOLUTION NO. 25-___**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, ALLOCATING $200,000 FROM THE FISCAL YEAR 2025/26 AND 2026/27 TOURISM RESERVE TO FUND THE TWO-YEAR, LA KINGS HOCKEY CLUB, L.P., CORPORATE SPONSORSHIP AGREEMENT EXTENSION**

WHEREAS, the Town Council adopted Resolution 18-13 committing $600,000 of Tourism Reserves, as well as $ 75,000 in uncommitted General Fund Revenue to Mammoth Lakes Tourism (MLT) to be specifically used as a sponsorship program with the Los Angeles Kings Hockey Club, L.P., that in turn will provide direct promotional opportunities for the Mammoth Lakes area; and

WHEREAS, the multi-year partnership corporate sponsorship agreement with the LA Kings Hockey Club, L.P., a two-time Stanley Cup winning NHL Hockey Franchise in our core market of Los Angeles has represented significant promotion for Mammoth Lakes; and

WHEREAS, the depth and breadth of this collaborative and transformational partnership has demonstrated that the community can do great things by working together for a common purpose to realize significant community benefit; and

WHEREAS, the Town Council anticipates having sufficient funds in the Tourism Reserve to be allocated to Mammoth Lakes Tourism to be used specifically for the two-year extension of the LA Kings Hockey Club, L.P., Corporate Sponsorship Agreement; and

WHEREAS, the Town Council desires to allocate $100,000 from the fiscal year 2025/26 Tourism Reserve and $100,000 from the fiscal year 2026/27 Tourism Reserve to fund the two-year, LA Kings Corporate Sponsorship Agreement extension; and

WHEREAS, the partnership agreement will result in the donation of $150,000 by the LA Kings Hockey Club, L.P., to Mammoth Lakes Recreation (MLR) to support the annual operation of the Community Recreation Center.

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES DOES RESOLVE that the Town Manager is hereby directed to allocate $100,000 from the fiscal year 2025/26 Tourism Reserve and $100,000 from the fiscal year 2026/27 Tourism Reserve to fund the two-year, LA Kings Hockey Club, L.P., Corporate Sponsorship Agreement Extension.

APPROVED AND ADOPTED this 16th day of April, 2025.

_____
CHRIS BUBSER, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title:** Authorize the Mayor to sign a letter of support from the Town of Mammoth Lakes to the Lahontan Regional Water Quality Control Board for the designation of Hot Creek as an Outstanding National Resource Water (ONRW).

**Council Meeting Date: 4/16/2025**

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

**Recommended Motion:** Authorize the Mayor to sign a letter of support designating Hot Creek as an Outstanding National Resource Water (ONRW)

**Summary:**
No Hot Creek Mine is an organization that is dedicated to stopping potential gold mine operations in the Hot Creek Area. In 2021 KORE Mining was granted a permit by the US Forest Service, District 5 to begin exploratory drilling in the area around Hot Creek. This process would include the installation of 14 drilling pads 30x50 feet. This permit and operation was later reversed through legal action. No Hot Creek Mine is now working in collaboration with Trout Unlimited to designate Hot Creek as an Outstanding National Resource Water under the Lahontan Regional Water Quality Control Board. A draft of the letter is attached.

**Town of Mammoth Lakes**
**P.O. Box 1609, Mammoth Lakes, CA, 93546**
**(760) 965-3600**
**www.townofmammothlakes.ca.gov**

April 16, 2025

**Re: Comments on Triennial Review**

To the Lahontan Regional Water Quality Control Board,

The Mammoth Lakes Town Council is supportive of the designation of Hot Creek as an Outstanding National Resource Water (ONRW). Hot Creek is one of the most unique stream systems in California. Its unique geologic and hydrologic properties support a world-class fishery that attracts thousands of visitors each year and sustainable economic opportunities for surrounding communities. It is also home to rare and sensitive species including the Owens Tui Chub. These qualities and benefits depend on the singular chemical and temperature profile of the water in Hot Creek, and ONRW designation would protect these qualities from impacts associated with proposed resource development in the area.

Hot Creek is highly deserving of ONRW designation and attempts to develop gold mining operations within one-third of a mile of Hot Creek over the past few years warrant immediate action on the part of the Lahontan Regional Water Board. Mining operations at any scale near Hot Creek present an existential threat to the outstanding qualities of this stream system. With gold near record prices and a federal administration committed to expediting and eliminating environmental reviews, it's important that we act assertively to better protect the region's most unique and productive aquatic habitats.

The Town of Mammoth Lakes strongly urges the Lahontan Regional Water Quality Control board to incorporate the designation of Hot Creek as an ONRW as a Tier 2 priority or higher in its Triennial Review update to the Basin Workplan to safeguard the many outstanding qualities of this prized trout fishery.

Sincerely,

Chris Bubser
Mayor

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 |
|---|---|---|---|---|---|---|---|---|
| **865 MAJESTIC PINES DR UNIT 224 TRUST** | | | | | | | | |
| 03/27/2025 | 112961 | 03212025 | 19806 | 865 MAJESTIC PINES | 001-000-10760 | BUSINESS TAX OVERP | .00 | 03/25 |
| 03/27/2025 | 112998 | 03212025 | 19806 | 865 MAJESTIC PINES | 001-000-10760 | BUSINESS TAX OVERP | 159.97 | 03/25 |
| Total 865 MAJESTIC PINES DR UNIT 224 TRUST: | | | | | | | 159.97 | |
| **ALEJANDRA GONZALEZ-PACHECO** | | | | | | | | |
| 03/27/2025 | 112962 | 03172025 | 19800 | ALEJANDRA GONZALE | 001-000-10760 | OVERPAYMENT REFU | 207.32 | 03/25 |
| Total ALEJANDRA GONZALEZ-PACHECO: | | | | | | | 207.32 | |
| **ANDREW J. MORRIS,ATTORNEYAT LAW** | | | | | | | | |
| 03/27/2025 | 32720250 | FEB 2025 | 10439 | ANDREW J. MORRIS,A | 100-412-43031 | 02/25-PWE | 8,921.90 | 03/25 |
| Total ANDREW J. MORRIS,ATTORNEYAT LAW: | | | | | | | 8,921.90 | |
| **BEST BEST & KRIEGER** | | | | | | | | |
| 03/27/2025 | 32720250 | 1023293 | 33 | BEST BEST & KRIEGE | 100-415-43031 | 02/25-PERSONNEL | 157.60 | 03/25 |
| Total BEST BEST & KRIEGER: | | | | | | | 157.60 | |
| **BIGWOOD OWNERS' ASSOC.** | | | | | | | | |
| 03/27/2025 | 112963 | APRIL 2025 U | 19470 | BIGWOOD OWNERS' A | 100-464-43404 | 04/25-MAJESTIC PINE | 855.00 | 03/25 |
| Total BIGWOOD OWNERS' ASSOC.: | | | | | | | 855.00 | |
| **BROWN'S SUPPLY, INC.** | | | | | | | | |
| 03/27/2025 | 32720250 | 46774 | 41 | BROWN'S SUPPLY, INC | 910-000-13047 | CERTIFIED TRUCK WE | 15.00 | 03/25 |
| Total BROWN'S SUPPLY, INC.: | | | | | | | 15.00 | |
| **CALIFORNIA BROADBAND CORP** | | | | | | | | |
| 03/27/2025 | 112964 | 20000071097 | 10416 | CALIFORNIA BROADB | 100-418-43404 | MAR 2025 | 2,706.22 | 03/25 |
| Total CALIFORNIA BROADBAND CORP: | | | | | | | 2,706.22 | |
| **CASELLE INC.** | | | | | | | | |
| 03/27/2025 | 112965 | 139556 | 10606 | CASELLE INC. | 100-418-45050 | APR 2025 | 3,983.00 | 03/25 |
| Total CASELLE INC.: | | | | | | | 3,983.00 | |
| **CEPEDA, LUIS** | | | | | | | | |
| 03/27/2025 | 112966 | 03102025 | 6911 | CEPEDA, LUIS | 210-455-43031 | REIMB. FOR DMV CLA | 58.00 | 03/25 |
| Total CEPEDA, LUIS: | | | | | | | 58.00 | |
| **DAVID SCOTT STUDER LIVING TRUST** | | | | | | | | |
| 03/27/2025 | 112967 | 03102025 | 19801 | DAVID SCOTT STUDE | 001-000-10760 | DUPLICATE PAYMENT | 1,050.50 | 03/25 |
| Total DAVID SCOTT STUDER LIVING TRUST: | | | | | | | 1,050.50 | |
| **DIMAS, JESUS** | | | | | | | | |
| 03/27/2025 | 112968 | 03052025 | 18507 | DIMAS, JESUS | 210-452-42030 | MEAL ALLOWANCE | 207.00 | 03/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total DIMAS, JESUS: | | | | | | | 207.00 | |
| **DIY HOME CENTER** | | | | | | | | |
| 03/27/2025 | 112969 | 155506 | 5476 | DIY HOME CENTER | 100-467-42007 | MAINT SUPPLIES | 49.44 | 03/25 |
| Total DIY HOME CENTER: | | | | | | | 49.44 | |
| **DORY JONES** | | | | | | | | |
| 03/27/2025 | 112970 | 031725 | 19803 | DORY JONES | 001-000-10760 | OVERPAYMENT - BUSI | 103.05 | 03/25 |
| Total DORY JONES: | | | | | | | 103.05 | |
| **EASTERN SIERRA PROPANE** | | | | | | | | |
| 03/27/2025 | 112971 | 0725626 | 5323 | EASTERN SIERRA PR | 210-456-43404 | LAKE VIEW ICE MELT | 1,813.40 | 03/25 |
| 03/27/2025 | 112971 | 0115626 | 5323 | EASTERN SIERRA PR | 210-456-43404 | LAKE VIEW ICE MELT | 2,334.41 | 03/25 |
| Total EASTERN SIERRA PROPANE: | | | | | | | 4,147.81 | |
| **EMPIRE SOUTHWEST** | | | | | | | | |
| 03/27/2025 | 112972 | EMPS6791625 | 19724 | EMPIRE SOUTHWEST | 910-000-13003 | PARTS | 89.80 | 03/25 |
| Total EMPIRE SOUTHWEST: | | | | | | | 89.80 | |
| **ENGEL, MARK** | | | | | | | | |
| 03/27/2025 | 112973 | 03172025 | 18977 | ENGEL, MARK | 001-000-10760 | BUSINESS 2025 TAX O | 227.32 | 03/25 |
| Total ENGEL, MARK: | | | | | | | 227.32 | |
| **ESTA** | | | | | | | | |
| 03/27/2025 | 112974 | 250317-01 | 7884 | ESTA | 100-475-43031 | JAN-MAR 2025 UTILITI | 678.56 | 03/25 |
| Total ESTA: | | | | | | | 678.56 | |
| **FEDERAL EXPRESS CORP** | | | | | | | | |
| 03/27/2025 | 112975 | 9-688-26063 | 717 | FEDERAL EXPRESS C | 100-467-43031 | LATE FEES | 5.41 | 03/25 |
| 03/27/2025 | 112975 | 8-791-07103 | 717 | FEDERAL EXPRESS C | 100-420-42005 | SHIPPING CHGS | 72.34 | 03/25 |
| Total FEDERAL EXPRESS CORP: | | | | | | | 77.75 | |
| **FIGUEROA ALVARADO, SALVADOR** | | | | | | | | |
| 03/27/2025 | 112976 | 03052025 | 18759 | FIGUEROA ALVARADO, | 210-452-42030 | MEAL ALLOWANCE | 23.00 | 03/25 |
| Total FIGUEROA ALVARADO, SALVADOR: | | | | | | | 23.00 | |
| **FRONTIER COMMUNICATIONS** | | | | | | | | |
| 03/27/2025 | 112977 | 03.25-3636 | 10869 | FRONTIER COMMUNIC | 100-420-43404 | 03/25-PD | 327.60 | 03/25 |
| Total FRONTIER COMMUNICATIONS: | | | | | | | 327.60 | |
| **GARY DEAN & TRACI RUEBSAMEN** | | | | | | | | |
| 03/27/2025 | 112978 | 03172025 | 19804 | GARY DEAN & TRACI | 001-000-10760 | OVERPAYMENT REFU | 1,994.87 | 03/25 |
| Total GARY DEAN & TRACI RUEBSAMEN: | | | | | | | 1,994.87 | |
| **HIGH COUNTRY LUMBER** | | | | | | | | |
| 03/27/2025 | 112979 | 81260 | 830 | HIGH COUNTRY LUMB | 210-450-45224 | MAINT SUPPLIES | 11.40 | 03/25 |
| 03/27/2025 | 112979 | 81294 | 830 | HIGH COUNTRY LUMB | 210-452-42022 | MAINT SUPPLIES | 15.07 | 03/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total HIGH COUNTRY LUMBER: | | | | | | | 26.47 | |
| **HMC GROUP** | | | | | | | | |
| 03/27/2025 | 32720250 | 178857 | 10804 | HMC GROUP | 300-531-43031 | 02/25-CRC INTERIOR | 4,082.32 | 03/25 |
| 03/27/2025 | 32720250 | 178858 | 10804 | HMC GROUP | 300-531-43031 | 02/25-TML CRC INTERI | 5,625.00 | 03/25 |
| Total HMC GROUP: | | | | | | | 9,707.32 | |
| **HOMETOWN MANUFACTURING INC.** | | | | | | | | |
| 03/27/2025 | 112980 | INV149 | 19426 | HOMETOWN MANUFA | 910-000-20010 | SALES TAX | 1,437.65 | 03/25 |
| Total HOMETOWN MANUFACTURING INC.: | | | | | | | 1,437.65 | |
| **HOSKIN, WESLEY** | | | | | | | | |
| 03/27/2025 | 112826 | 03/09-03/12/25 | 19688 | HOSKIN, WESLEY | 100-420-43150 | PER DIEM | 212.00- | 03/25 |
| Total HOSKIN, WESLEY: | | | | | | | 212.00- | |
| **HYDRAULIC CONTROLS, INC** | | | | | | | | |
| 03/27/2025 | 32720250 | 02857403 | 948 | HYDRAULIC CONTROL | 910-000-13003 | PARTS | 646.56 | 03/25 |
| 03/27/2025 | 32720250 | 02860372 | 948 | HYDRAULIC CONTROL | 910-000-13003 | PARTS | 116.40 | 03/25 |
| Total HYDRAULIC CONTROLS, INC: | | | | | | | 762.96 | |
| **INTERWEST CONSULTING GROUP** | | | | | | | | |
| 03/27/2025 | 32720250 | 832481 | 18150 | INTERWEST CONSULT | 100-442-43031 | SEPTEMBER 2024 LIM | 157.50 | 03/25 |
| 03/27/2025 | 32720250 | 552257 | 18150 | INTERWEST CONSULT | 100-442-43031 | JULY 2024 LIMELIGHT | 1,013.75 | 03/25 |
| 03/27/2025 | 32720250 | 631264 | 18150 | INTERWEST CONSULT | 100-442-43031 | AUGUST 2024 | 2,797.50 | 03/25 |
| 03/27/2025 | 32720250 | 631542 | 18150 | INTERWEST CONSULT | 100-442-43031 | AUGUST 2024 LIMELIG | 2,215.00 | 03/25 |
| 03/27/2025 | 32720250 | 892217 | 18150 | INTERWEST CONSULT | 100-442-43031 | OCTOBER 2024 LIMELI | 1,350.00 | 03/25 |
| 03/27/2025 | 32720250 | 917872 | 18150 | INTERWEST CONSULT | 100-442-43031 | OCTOBER 2024 WOOL | 607.50 | 03/25 |
| 03/27/2025 | 32720250 | 741620 | 18150 | INTERWEST CONSULT | 100-442-43031 | SEPTEMBER 2024 | 4,035.00 | 03/25 |
| Total INTERWEST CONSULTING GROUP: | | | | | | | 12,176.25 | |
| **JIM CHARLON FORD, INC.** | | | | | | | | |
| 03/27/2025 | 112981 | 66563 | 19138 | JIM CHARLON FORD, I | 910-000-13003 | PARTS | 388.46 | 03/25 |
| 03/27/2025 | 112981 | 66695 | 19138 | JIM CHARLON FORD, I | 910-000-13003 | PARTS | 629.28 | 03/25 |
| Total JIM CHARLON FORD, INC.: | | | | | | | 1,017.74 | |
| **KIMBALL-MIDWEST** | | | | | | | | |
| 03/27/2025 | 32720250 | 102714760 | 4812 | KIMBALL-MIDWEST | 910-000-13003 | PARTS | 504.28 | 03/25 |
| 03/27/2025 | 32720250 | 103133611 | 4812 | KIMBALL-MIDWEST | 910-000-13003 | PARTS | 244.70 | 03/25 |
| 03/27/2025 | 32720250 | 103151997 | 4812 | KIMBALL-MIDWEST | 910-000-13003 | PARTS | 73.59 | 03/25 |
| Total KIMBALL-MIDWEST: | | | | | | | 822.57 | |
| **KURNIK PROPERTIES, LLC** | | | | | | | | |
| 03/27/2025 | 112982 | APRIL 2025 | 19406 | KURNIK PROPERTIES, | 210-452-43031 | EQUIPMENT STORAG | 438.00 | 03/25 |
| Total KURNIK PROPERTIES, LLC: | | | | | | | 438.00 | |
| **LAWRENCE & CAMILLE JASMIN** | | | | | | | | |
| 03/27/2025 | 112983 | 03172025 | 19805 | LAWRENCE & CAMILL | 001-000-10760 | BUSINESS TAX OVERP | 83.20 | 03/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total LAWRENCE & CAMILLE JASMIN: | | | | | | | 83.20 | |
| **LINDE GAS & EQUIPMENT INC.** | | | | | | | | |
| 03/27/2025 | 112984 | 47532174 | 19251 | LINDE GAS & EQUIPM | 210-456-43031 | CYLINDER RENTAL | 1,179.86 | 03/25 |
| 03/27/2025 | 112984 | 47677891 | 19251 | LINDE GAS & EQUIPM | 910-000-13003 | PARTS | 384.32 | 03/25 |
| 03/27/2025 | 112984 | 48465308 | 19251 | LINDE GAS & EQUIPM | 910-000-13003 | PARTS | 477.96 | 03/25 |
| Total LINDE GAS & EQUIPMENT INC.: | | | | | | | 2,042.14 | |
| **MALDONADO, FERNANDO** | | | | | | | | |
| 03/27/2025 | 112985 | 03102025' | 7688 | MALDONADO, FERNA | 210-452-42030 | MEAL ALLOWANCE | 23.00 | 03/25 |
| Total MALDONADO, FERNANDO: | | | | | | | 23.00 | |
| **MAMMOTH DISPOSAL, INC.** | | | | | | | | |
| 03/27/2025 | 112986 | 1338193U014 | 94 | MAMMOTH DISPOSAL, | 205-490-42030 | WHITMORE BALLFIEL | 463.88 | 03/25 |
| 03/27/2025 | 112986 | 1338283U014 | 94 | MAMMOTH DISPOSAL, | 205-490-42030 | SHADY REST PARK-TO | 1,698.76 | 03/25 |
| Total MAMMOTH DISPOSAL, INC.: | | | | | | | 2,162.64 | |
| **MAMMOTH LAKES RECREATION** | | | | | | | | |
| 03/27/2025 | 32720250 | 3057 | 10529 | MAMMOTH LAKES RE | 217-513-43031 | MEASURE U SPECIAL | 8,875.07 | 03/25 |
| Total MAMMOTH LAKES RECREATION: | | | | | | | 8,875.07 | |
| **MAMMOTH MOUNTAIN SKI AREA** | | | | | | | | |
| 03/27/2025 | 32720250 | 2201-001743 | 330 | MAMMOTH MOUNTAIN | 210-456-43404 | 12/27/24-01/28/25-SNO | 408.20 | 03/25 |
| Total MAMMOTH MOUNTAIN SKI AREA: | | | | | | | 408.20 | |
| **MARTINEZ, FEDERICO** | | | | | | | | |
| 03/27/2025 | 112987 | 03102025 | 18775 | MARTINEZ, FEDERICO | 210-452-42030 | MEAL ALLOWANCE | 23.00 | 03/25 |
| Total MARTINEZ, FEDERICO: | | | | | | | 23.00 | |
| **MISSION LINEN SUPPLY, INC** | | | | | | | | |
| 03/27/2025 | 112988 | 523476056 | 6482 | MISSION LINEN SUPPL | 210-455-42006 | UNIFORMS | 219.51 | 03/25 |
| Total MISSION LINEN SUPPLY, INC: | | | | | | | 219.51 | |
| **MODEL1 COMMERCIAL VEHICLES, INC.** | | | | | | | | |
| 03/27/2025 | 32720250 | XA113012774: | 19359 | MODEL1 COMMERCIA | 910-000-13003 | PARTS | 923.62 | 03/25 |
| 03/27/2025 | 32720250 | XA116003035: | 19359 | MODEL1 COMMERCIA | 910-000-13003 | PARTS | 1,274.17 | 03/25 |
| 03/27/2025 | 32720250 | XA128026140: | 19359 | MODEL1 COMMERCIA | 910-000-13003 | PARTS | 167.28 | 03/25 |
| 03/27/2025 | 32720250 | XA128026265: | 19359 | MODEL1 COMMERCIA | 910-000-13003 | PARTS | 3,316.39 | 03/25 |
| Total MODEL1 COMMERCIAL VEHICLES, INC.: | | | | | | | 5,681.46 | |
| **MONO COUNTY PUBLIC WORKS DEPT** | | | | | | | | |
| 03/27/2025 | 112989 | 0225 | 3178 | MONO COUNTY PUBLI | 210-452-43031 | SOLID WASTE | 1,164.24 | 03/25 |
| Total MONO COUNTY PUBLIC WORKS DEPT: | | | | | | | 1,164.24 | |
| **OCAMPOS, ISIDRO** | | | | | | | | |
| 03/27/2025 | 112990 | 03102025 | 19263 | OCAMPOS, ISIDRO | 210-452-42030 | MEAL ALLOWANCE | 23.00 | 03/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total OCAMPOS, ISIDRO: | | | | | | | 23.00 | |
| **PETERBILT TRUCK PARTS & EQUIPMENT, LLC** | | | | | | | | |
| 03/27/2025 | 32720251 | X101262217:0 | 8484 | PETERBILT TRUCK PA | 910-000-13003 | PARTS | 798.69 | 03/25 |
| 03/27/2025 | 32720251 | X101262359:0 | 8484 | PETERBILT TRUCK PA | 910-000-13003 | PARTS | 58.53 | 03/25 |
| 03/27/2025 | 32720251 | X101263424:0 | 8484 | PETERBILT TRUCK PA | 910-000-13003 | PARTS | 712.09 | 03/25 |
| 03/27/2025 | 32720251 | X101263424:0 | 8484 | PETERBILT TRUCK PA | 910-000-13003 | PARTS | 1,999.27 | 03/25 |
| Total PETERBILT TRUCK PARTS & EQUIPMENT, LLC: | | | | | | | 3,568.58 | |
| **RICH ENVIRONMENTAL SERVICE STATION SVCS** | | | | | | | | |
| 03/27/2025 | 112991 | 110975 | 10132 | RICH ENVIRONMENTA | 210-456-43031 | FEB 2025 | 150.00 | 03/25 |
| Total RICH ENVIRONMENTAL SERVICE STATION SVCS: | | | | | | | 150.00 | |
| **SILVER STATE INTERNATIONAL TRUCKS** | | | | | | | | |
| 03/27/2025 | 32720251 | X201163398:01 | 35 | SILVER STATE INTERN | 910-000-13003 | PARTS | 36.37 | 03/25 |
| Total SILVER STATE INTERNATIONAL TRUCKS: | | | | | | | 36.37 | |
| **STEVE'S AUTO & TRUCK PARTS** | | | | | | | | |
| 03/27/2025 | 112992 | 135024 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 10.17 | 03/25 |
| 03/27/2025 | 112992 | 135061 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 46.80 | 03/25 |
| 03/27/2025 | 112992 | 135181 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 72.70 | 03/25 |
| 03/27/2025 | 112992 | 135305 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 265.51 | 03/25 |
| 03/27/2025 | 112992 | 135432 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 79.84 | 03/25 |
| 03/27/2025 | 112992 | 135439 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 108.29 | 03/25 |
| 03/27/2025 | 112992 | 135444 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 243.14 | 03/25 |
| 03/27/2025 | 112992 | 135469 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 103.41 | 03/25 |
| 03/27/2025 | 112992 | 135482 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 92.41 | 03/25 |
| 03/27/2025 | 112992 | 135483 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 276.36 | 03/25 |
| 03/27/2025 | 112992 | 135487 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 615.47 | 03/25 |
| 03/27/2025 | 112992 | 135489 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 149.56 | 03/25 |
| 03/27/2025 | 112992 | 135517 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 33.49 | 03/25 |
| 03/27/2025 | 112992 | 135865 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 246.50 | 03/25 |
| 03/27/2025 | 112992 | 135880 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 172.13 | 03/25 |
| 03/27/2025 | 112992 | 135933 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 20.04 | 03/25 |
| 03/27/2025 | 112992 | 135981 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 21.46 | 03/25 |
| 03/27/2025 | 112992 | 135999 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 81.88 | 03/25 |
| 03/27/2025 | 112992 | 136072 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 10.00 | 03/25 |
| 03/27/2025 | 112992 | 136117 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 72.19 | 03/25 |
| 03/27/2025 | 112992 | 136290 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 47.39 | 03/25 |
| 03/27/2025 | 112992 | 136298 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 169.18 | 03/25 |
| 03/27/2025 | 112992 | 136317 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 83.10 | 03/25 |
| 03/27/2025 | 112992 | 136318 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 67.86 | 03/25 |
| 03/27/2025 | 112992 | 136337 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 226.49 | 03/25 |
| 03/27/2025 | 112992 | 136341 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 103.83 | 03/25 |
| 03/27/2025 | 112992 | 136377 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 135.72 | 03/25 |
| 03/27/2025 | 112992 | 136424 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 276.36 | 03/25 |
| 03/27/2025 | 112992 | 136432 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 256.89 | 03/25 |
| 03/27/2025 | 112992 | 136434 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | CREDIT MEMO | 19.40- | 03/25 |
| 03/27/2025 | 112992 | 136454 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 15.00 | 03/25 |
| 03/27/2025 | 112992 | 136538 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 53.14 | 03/25 |
| 03/27/2025 | 112992 | 136542 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 8.91 | 03/25 |
| 03/27/2025 | 112992 | 136712 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 93.75 | 03/25 |
| 03/27/2025 | 112992 | 136714 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 425.25 | 03/25 |
| 03/27/2025 | 112992 | 136738 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 109.71 | 03/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
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| 03/27/2025 | 112992 | 136741 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 96.18 | 03/25 |
| 03/27/2025 | 112992 | 136810 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | CREDIT MEMO | 93.75- | 03/25 |
| 03/27/2025 | 112992 | 136811 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 107.74 | 03/25 |
| 03/27/2025 | 112992 | 136853 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 17.26 | 03/25 |
| 03/27/2025 | 112992 | 136860 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 84.02 | 03/25 |
| 03/27/2025 | 112992 | 136862 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | CREDIT MEMO | 6.84- | 03/25 |
| 03/27/2025 | 112992 | 136863 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 37.91 | 03/25 |
| 03/27/2025 | 112992 | 136884 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 107.74 | 03/25 |
| 03/27/2025 | 112992 | 136966 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 172.91 | 03/25 |
| 03/27/2025 | 112992 | 136978 | 1221 | STEVE'S AUTO & TRU | 910-000-13003 | PARTS | 15.77 | 03/25 |
| Total STEVE'S AUTO & TRUCK PARTS: | | | | | | | 5,313.47 | |
| **THOMAS PETROLEUM, LLC** | | | | | | | | |
| 03/27/2025 | 32720251 | 1175552-IN | 7891 | THOMAS PETROLEUM | 910-000-13001 | GASOLINE | 14,947.47 | 03/25 |
| 03/27/2025 | 32720251 | 1175553-IN | 7891 | THOMAS PETROLEUM | 910-000-13003 | DIESEL | 16,875.25 | 03/25 |
| 03/27/2025 | 32720251 | 1181020-IN | 7891 | THOMAS PETROLEUM | 910-000-13003 | DIESEL | 13,962.95 | 03/25 |
| Total THOMAS PETROLEUM, LLC: | | | | | | | 45,785.67 | |
| **TITUS TOOLS LLC** | | | | | | | | |
| 03/27/2025 | 112993 | 03042530460 | 19153 | TITUS TOOLS LLC | 210-455-46200 | PARTS | 498.88 | 03/25 |
| 03/27/2025 | 112993 | 03042530462 | 19153 | TITUS TOOLS LLC | 210-455-46200 | LITHIUM JUMP START | 235.97 | 03/25 |
| 03/27/2025 | 112993 | 01212529297 | 19153 | TITUS TOOLS LLC | 210-452-46200 | LITHIUM JUMP START | 459.02 | 03/25 |
| Total TITUS TOOLS LLC: | | | | | | | 1,193.87 | |
| **TROY, SHAUN** | | | | | | | | |
| 03/27/2025 | 112994 | 03/29-04/02/25 | 19314 | TROY, SHAUN | 100-415-43150 | PER DIEM - QUICKBAS | 509.00 | 03/25 |
| Total TROY, SHAUN: | | | | | | | 509.00 | |
| **TRUCK VAULT** | | | | | | | | |
| 03/27/2025 | 112995 | 282889 | 19653 | TRUCK VAULT | 910-000-13003 | PARTS | 8,458.19 | 03/25 |
| Total TRUCK VAULT: | | | | | | | 8,458.19 | |
| **WEST, QWINA** | | | | | | | | |
| 03/27/2025 | 112996 | 03052025 | 18760 | WEST, QWINA | 210-452-42030 | MEAL ALLOWANCE | 23.00 | 03/25 |
| Total WEST, QWINA: | | | | | | | 23.00 | |
| **WILLDAN** | | | | | | | | |
| 03/27/2025 | 112997 | 002-34301 | 18417 | WILLDAN | 300-531-43031 | FEB 2025 - MACC | 1,543.50 | 03/25 |
| Total WILLDAN: | | | | | | | 1,543.50 | |
| Grand Totals: | | | | | | | 139,504.78 | |

Signature: JAMIE GRAY Date 3/27/25

Signature: NOLAN BOBROFF Date 3-27-25

Signature: MEGAN CHAPMAN Date 3/27/25

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 |
|---|---|---|---|---|---|---|---|---|
| **US BANK CORPORATE TRUST SVCS** | | | | | | | | |
| 03/31/2025 | 33120250 | 2834866 | 19160 | US BANK CORPORATE | 990-590-49490 | MC23333 INTEREST 10 | .00 | 03/25 |
| 03/31/2025 | 33120250 | 2836832 | 19160 | US BANK CORPORATE | 990-590-49490 | TOML 24/25 CIP INTER | .00 | 03/25 |
| 04/01/2025 | 40120250 | 2834866 | 19160 | US BANK CORPORATE | 854-590-49490 | MC23333 INTEREST 10 | 65,884.00 | 04/25 |
| 04/01/2025 | 40120250 | 2836832 | 19160 | US BANK CORPORATE | 990-590-49490 | TOML 24/25 CIP INTER | 337,912.51 | 04/25 |
| Total US BANK CORPORATE TRUST SVCS: | | | | | | | 403,796.51 | |
| Grand Totals: | | | | | | | 403,796.51 | |

Signature: JAMIE GRAY Date 4/2/25

Signature: NOLAN BOBROFF Date 4-2-2025

Signature: MEGAN CHAPMAN Date 4/3/25

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 |
|---|---|---|---|---|---|---|---|---|
| **A BETTER FIREPLACE** | | | | | | | | |
| 04/02/2025 | 112999 | 15990 | 19346 | A BETTER FIREPLACE | 100-464-43031 | PELLET FULL SERVIC | 292.50 | 04/25 |
| Total A BETTER FIREPLACE: | | | | | | | 292.50 | |
| **ACE HARDWARE** | | | | | | | | |
| 04/02/2025 | 113000 | 430927 | 19807 | ACE HARDWARE | 100-420-42006 | Uniforms | 148.67 | 04/25 |
| Total ACE HARDWARE: | | | | | | | 148.67 | |
| **ALPINE PAINT** | | | | | | | | |
| 04/02/2025 | 40220250 | M0270654 | 5517 | ALPINE PAINT | 210-450-42025 | PAINTING SUPPLIES | 58.96 | 04/25 |
| Total ALPINE PAINT: | | | | | | | 58.96 | |
| **AMERIGAS** | | | | | | | | |
| 04/02/2025 | 113001 | 3175486964/20 | 6982 | AMERIGAS | 100-464-43404 | 03/25-AIRPORT | 150.40 | 04/25 |
| Total AMERIGAS: | | | | | | | 150.40 | |
| **ASCENT ENVIRONMENTAL, INC.** | | | | | | | | |
| 04/02/2025 | 40220250 | 20210079.01-4 | 19114 | ASCENT ENVIRONME | 100-440-43031 | 02/25-SVCS | 4,166.53 | 04/25 |
| Total ASCENT ENVIRONMENTAL, INC.: | | | | | | | 4,166.53 | |
| **AT&T DOJ LINE** | | | | | | | | |
| 04/02/2025 | 113002 | 000023121844 | 18336 | AT&T DOJ LINE | 100-420-43031 | FEBRUARY 2025 | 378.07 | 04/25 |
| Total AT&T DOJ LINE: | | | | | | | 378.07 | |
| **AT&T MOBILITY** | | | | | | | | |
| 04/02/2025 | 113003 | 287311715401 | 8453 | AT&T MOBILITY | 100-420-43404 | 03/25-MIFI PD | 84.98 | 04/25 |
| Total AT&T MOBILITY: | | | | | | | 84.98 | |
| **AXON ENTERPRISES, INC.** | | | | | | | | |
| 04/02/2025 | 113004 | INUS331545 | 18717 | AXON ENTERPRISES, | 100-420-43031 | OFFICER SAFETY PLA | 29,162.95 | 04/25 |
| 04/02/2025 | 113004 | INUS331561 | 18717 | AXON ENTERPRISES, | 100-420-43031 | BWC UNLIMITED/CAM | 4,157.73 | 04/25 |
| Total AXON ENTERPRISES, INC.: | | | | | | | 33,320.68 | |
| **BEST BEST & KRIEGER** | | | | | | | | |
| 04/02/2025 | 40220250 | 1023294 | 33 | BEST BEST & KRIEGE | 100-412-43031 | 02/25-SNOWCREEK VII | 12,540.30 | 04/25 |
| Total BEST BEST & KRIEGER: | | | | | | | 12,540.30 | |
| **BIGWOOD OWNERS' ASSOC.** | | | | | | | | |
| 04/02/2025 | 113005 | APRIL 2025 U | 19470 | BIGWOOD OWNERS' A | 100-464-43404 | 04/25-MAJESTIC PINE | 544.00 | 04/25 |
| Total BIGWOOD OWNERS' ASSOC.: | | | | | | | 544.00 | |
| **BLUEBIRD IMAGING** | | | | | | | | |
| 04/02/2025 | 113006 | 6687 | 8182 | BLUEBIRD IMAGING | 300-531-43031 | BLUEPRINTS | 1,144.31 | 04/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total BLUEBIRD IMAGING: | | | | | | | 1,144.31 | |
| **BPR CONSULTING GROUP** | | | | | | | | |
| 04/02/2025 | 40220250 | 2625 | 19259 | BPR CONSULTING GR | 100-442-43031 | 02/25-SVCS | 10,723.75 | 04/25 |
| Total BPR CONSULTING GROUP: | | | | | | | 10,723.75 | |
| **BRITTON ARCHITECTURE, INC.** | | | | | | | | |
| 04/02/2025 | 113007 | 2084 | 18376 | BRITTON ARCHITECT | 100-440-43030 | ADP MEETING | 400.00 | 04/25 |
| Total BRITTON ARCHITECTURE, INC.: | | | | | | | 400.00 | |
| **BRUCE MACKAY PUMP & WELL SERVICE, INC.** | | | | | | | | |
| 04/02/2025 | 113008 | 82823 | 19002 | BRUCE MACKAY PUM | 220-471-43031 | 03/25-SVCS | 492.50 | 04/25 |
| Total BRUCE MACKAY PUMP & WELL SERVICE, INC.: | | | | | | | 492.50 | |
| **CAMARGO-AGUILOR, SERGIO** | | | | | | | | |
| 04/02/2025 | 113009 | 03172025 | 19466 | CAMARGO-AGUILOR, | 210-452-42030 | MEAL ALLOWANCE | 161.00 | 04/25 |
| Total CAMARGO-AGUILOR, SERGIO: | | | | | | | 161.00 | |
| **CENTRAL VALLEY TOXICOLOGY, INC.** | | | | | | | | |
| 04/02/2025 | 113010 | 339863 | 5913 | CENTRAL VALLEY TOX | 100-420-43031 | DRUG SCREENING | 130.00 | 04/25 |
| Total CENTRAL VALLEY TOXICOLOGY, INC.: | | | | | | | 130.00 | |
| **CEPEDA, LUIS** | | | | | | | | |
| 04/02/2025 | 113011 | 03172025 | 6911 | CEPEDA, LUIS | 210-452-42030 | MEAL ALLOWANCE | 161.00 | 04/25 |
| Total CEPEDA, LUIS: | | | | | | | 161.00 | |
| **CITIZENS BUSINESS BANK** | | | | | | | | |
| 04/02/2025 | 113012 | PROGRESS P | 19738 | CITIZENS BUSINESS B | 300-531-43031 | ESCROW 2816 | 32,361.83 | 04/25 |
| 04/02/2025 | 113012 | PROGRESS P | 19738 | CITIZENS BUSINESS B | 300-531-43031 | ESCROW 2816 | 15,306.68 | 04/25 |
| 04/02/2025 | 113012 | PROGRESS P | 19738 | CITIZENS BUSINESS B | 300-531-43031 | ESCROW 2816 | 12,559.88 | 04/25 |
| Total CITIZENS BUSINESS BANK: | | | | | | | 60,228.39 | |
| **COLANTUONO, HIGHSMITH & WHATLEY, PC** | | | | | | | | |
| 04/02/2025 | 40220250 | 64243 | 18736 | COLANTUONO, HIGHS | 100-480-43031 | 02/25-MAIN ST TAXPAY | 59.00 | 04/25 |
| 04/02/2025 | 40220250 | 64245 | 18736 | COLANTUONO, HIGHS | 100-480-43031 | 02/25-MAIN ST TAXPAY | 59.00 | 04/25 |
| Total COLANTUONO, HIGHSMITH & WHATLEY, PC: | | | | | | | 118.00 | |
| **DIMAS, JESUS** | | | | | | | | |
| 04/02/2025 | 113013 | 03172025 | 18507 | DIMAS, JESUS | 210-452-42030 | MEAL ALLOWANCE | 138.00 | 04/25 |
| Total DIMAS, JESUS: | | | | | | | 138.00 | |
| **DIY HOME CENTER** | | | | | | | | |
| 04/02/2025 | 113014 | 155703 | 5476 | DIY HOME CENTER | 100-438-42007 | MAINT SUPPLIES | 43.57 | 04/25 |
| 04/02/2025 | 113014 | 155716 | 5476 | DIY HOME CENTER | 100-464-43031 | MAINT SUPPLIES | 8.43 | 04/25 |
| 04/02/2025 | 113014 | 155905 | 5476 | DIY HOME CENTER | 100-464-43031 | MAINT SUPPLIES | 8.70 | 04/25 |
| 04/02/2025 | 113014 | 155924 | 5476 | DIY HOME CENTER | 100-438-42007 | MAINT SUPPLIES | 17.10 | 04/25 |
| 04/02/2025 | 113014 | 155966 | 5476 | DIY HOME CENTER | 100-464-43031 | MAINT SUPPLIES | 24.23 | 04/25 |
| 04/02/2025 | 113014 | 155977 | 5476 | DIY HOME CENTER | 210-450-42007 | MAINT SUPPLIES | 31.34 | 04/25 |

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|---|---|---|---|---|---|---|---|---|
| 04/02/2025 | 113014 | 155986 | 5476 | DIY HOME CENTER | 858-436-45080 | MAINT SUPPLIES | 12.85 | 04/25 |
| 04/02/2025 | 113014 | 155987 | 5476 | DIY HOME CENTER | 210-450-42007 | MAINT SUPPLIES | 26.72 | 04/25 |
| 04/02/2025 | 113014 | 155990 | 5476 | DIY HOME CENTER | 210-450-42007 | MAINT SUPPLIES | 9.20 | 04/25 |
| 04/02/2025 | 113014 | 156054 | 5476 | DIY HOME CENTER | 210-450-42007 | MAINT SUPPLIES | 7.75 | 04/25 |
| 04/02/2025 | 113014 | 156197 | 5476 | DIY HOME CENTER | 100-464-43031 | MAINT SUPPLIES | 17.92 | 04/25 |
| 04/02/2025 | 113014 | 156209 | 5476 | DIY HOME CENTER | 220-471-42007 | MAINT SUPPLIES | 35.85 | 04/25 |
| 04/02/2025 | 113014 | 156326 | 5476 | DIY HOME CENTER | 100-464-43031 | MAINT SUPPLIES | 19.87 | 04/25 |
| 04/02/2025 | 113014 | 156483 | 5476 | DIY HOME CENTER | 100-420-42007 | MAINT SUPPLIES | 7.26 | 04/25 |
| 04/02/2025 | 113014 | 156612 | 5476 | DIY HOME CENTER | 220-471-42007 | MAINT SUPPLIES | 87.27 | 04/25 |
| Total DIY HOME CENTER: | | | | | | | 358.06 | |
| **EMANUELS JONES AND ASSOCIATES LLC** | | | | | | | | |
| 04/02/2025 | 40220250 | F25 03 07 | 19350 | EMANUELS JONES AN | 100-416-43031 | MAR 2025 LOBBYING | 3,450.00 | 04/25 |
| Total EMANUELS JONES AND ASSOCIATES LLC: | | | | | | | 3,450.00 | |
| **EMPIRE SOUTHWEST** | | | | | | | | |
| 04/02/2025 | 113015 | EMPS6793764 | 19724 | EMPIRE SOUTHWEST | 910-000-13003 | PARTS | 1,449.13 | 04/25 |
| Total EMPIRE SOUTHWEST: | | | | | | | 1,449.13 | |
| **FEDERAL EXPRESS CORP** | | | | | | | | |
| 04/02/2025 | 113016 | 1293-2195-4 | 717 | FEDERAL EXPRESS C | 100-420-42005 | SHIPPING CHGS | 36.01 | 04/25 |
| Total FEDERAL EXPRESS CORP: | | | | | | | 36.01 | |
| **FIGUEROA ALVARADO, SALVADOR** | | | | | | | | |
| 04/02/2025 | 113017 | 03172025 | 18759 | FIGUEROA ALVARADO, | 210-452-42030 | MEAL ALLOWANCE | 161.00 | 04/25 |
| Total FIGUEROA ALVARADO, SALVADOR: | | | | | | | 161.00 | |
| **FLIGHT LIGHT, INC.** | | | | | | | | |
| 04/02/2025 | 113018 | 0098495-IN | 4572 | FLIGHT LIGHT, INC. | 220-471-42007 | MAINT SUPPLIES | 683.75 | 04/25 |
| 04/02/2025 | 113018 | 0098634-IN | 4572 | FLIGHT LIGHT, INC. | 220-471-42007 | MAINT SUPPLIES | 735.98 | 04/25 |
| Total FLIGHT LIGHT, INC.: | | | | | | | 1,419.73 | |
| **FRONTIER COMMUNICATIONS** | | | | | | | | |
| 04/02/2025 | 113019 | 02/25-7493 | 10869 | FRONTIER COMMUNIC | 100-416-43404 | 02/25-TOWN | 92.36 | 04/25 |
| 04/02/2025 | 113019 | 03/25-0348 | 10869 | FRONTIER COMMUNIC | 100-464-43404 | 03/25-0348 | 293.36 | 04/25 |
| 04/02/2025 | 113019 | 03/25-2490 | 10869 | FRONTIER COMMUNIC | 100-420-43404 | 03/25-PD FAX | 94.29 | 04/25 |
| 04/02/2025 | 113019 | 03/25-2536 | 10869 | FRONTIER COMMUNIC | 100-420-43404 | 03/25-PD | 409.06 | 04/25 |
| Total FRONTIER COMMUNICATIONS: | | | | | | | 889.07 | |
| **GALVAN, JOSE** | | | | | | | | |
| 04/02/2025 | 113020 | 03172025 | 19439 | GALVAN, JOSE | 210-452-42030 | MEAL ALLOWANCE | 115.00 | 04/25 |
| Total GALVAN, JOSE: | | | | | | | 115.00 | |
| **GARNICA, VICTOR** | | | | | | | | |
| 04/02/2025 | 113021 | 03172025 | 18535 | GARNICA, VICTOR | 210-452-42030 | MEAL ALLOWANCE | 161.00 | 04/25 |
| Total GARNICA, VICTOR: | | | | | | | 161.00 | |
| **HALFERTY, DERRICK** | | | | | | | | |
| 04/02/2025 | 113022 | 03172025 | 10324 | HALFERTY, DERRICK | 210-452-42030 | MEAL ALLOWANCE | 115.00 | 04/25 |

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|---|---|---|---|---|---|---|---|---|
| Total HALFERTY, DERRICK: | | | | | | | 115.00 | |
| **HERNANDEZ-LOPEZ, JONATHAN** | | | | | | | | |
| 04/02/2025 | 113023 | 03172025 | 19273 | HERNANDEZ-LOPEZ, J | 210-452-42030 | MEAL ALLOWANCE | 115.00 | 04/25 |
| Total HERNANDEZ-LOPEZ, JONATHAN: | | | | | | | 115.00 | |
| **HERNANDEZ-PEREZ, JONATHAN** | | | | | | | | |
| 04/02/2025 | 113024 | 03172025 | 19274 | HERNANDEZ-PEREZ, J | 210-452-42030 | MEAL ALLOWANCE | 115.00 | 04/25 |
| Total HERNANDEZ-PEREZ, JONATHAN: | | | | | | | 115.00 | |
| **HIGH COUNTRY LUMBER** | | | | | | | | |
| 04/02/2025 | 113025 | 81808 | 830 | HIGH COUNTRY LUMB | 220-471-42007 | MAINT SUPPLIES | 100.55 | 04/25 |
| 04/02/2025 | 113025 | 81997 | 830 | HIGH COUNTRY LUMB | 220-471-42007 | MAINT SUPPLIES | 75.52 | 04/25 |
| 04/02/2025 | 113025 | 82016 | 830 | HIGH COUNTRY LUMB | 858-436-42008 | MAINT SUPPLIES | 236.11 | 04/25 |
| Total HIGH COUNTRY LUMBER: | | | | | | | 412.18 | |
| **HINDERLITER, DE LLAMAS AND ASSOCIATES** | | | | | | | | |
| 04/02/2025 | 113026 | SIN048509 | 4974 | HINDERLITER, DE LLA | 100-418-43031 | AUDIT SERVICES | 655.38 | 04/25 |
| 04/02/2025 | 113026 | SIN048411 | 4974 | HINDERLITER, DE LLA | 100-418-43031 | CONTRACT SERVICES | 1,345.58 | 04/25 |
| Total HINDERLITER, DE LLAMAS AND ASSOCIATES: | | | | | | | 2,000.96 | |
| **HMC GROUP** | | | | | | | | |
| 04/02/2025 | 40220250 | 178859 | 10804 | HMC GROUP | 300-531-43031 | 02/25-TOML NEW CIVI | 23,375.82 | 04/25 |
| Total HMC GROUP: | | | | | | | 23,375.82 | |
| **INTERWEST CONSULTING GROUP** | | | | | | | | |
| 04/02/2025 | 40220250 | 1416158 | 18150 | INTERWEST CONSULT | 100-442-43031 | FEB 2025-PLAN CHEC | 1,241.25 | 04/25 |
| Total INTERWEST CONSULTING GROUP: | | | | | | | 1,241.25 | |
| **JENNINGS, JONATHAN** | | | | | | | | |
| 04/02/2025 | 113027 | 03172025 | 19079 | JENNINGS, JONATHAN | 001-000-10760 | BUSINESS TAX OVERP | 854.24 | 04/25 |
| Total JENNINGS, JONATHAN: | | | | | | | 854.24 | |
| **JPB DESIGNS INC.** | | | | | | | | |
| 04/02/2025 | 113028 | 03182025 | 19678 | JPB DESIGNS INC. | 300-531-43031 | PROGRESS PYMT CHI | 397,215.29 | 04/25 |
| Total JPB DESIGNS INC.: | | | | | | | 397,215.29 | |
| **KATARZYNA EPSTEIN** | | | | | | | | |
| 04/02/2025 | 113029 | 03212025 | 19813 | KATARZYNA EPSTEIN | 001-000-10760 | BUSINESS TAX OVERP | 645.60 | 04/25 |
| Total KATARZYNA EPSTEIN: | | | | | | | 645.60 | |
| **KAYLOR, LARA** | | | | | | | | |
| 04/02/2025 | 113030 | 005 | 19702 | KAYLOR, LARA | 100-413-43031 | JAN/FEB/MAR 2025-SV | 1,880.00 | 04/25 |
| Total KAYLOR, LARA: | | | | | | | 1,880.00 | |
| **KIMBALL-MIDWEST** | | | | | | | | |
| 04/02/2025 | 40220250 | 103157466 | 4812 | KIMBALL-MIDWEST | 910-000-13003 | PARTS | 1,244.51 | 04/25 |

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|---|---|---|---|---|---|---|---|---|
| 04/02/2025 | 40220250 | 103170165 | 4812 | KIMBALL-MIDWEST | 910-000-13003 | PARTS | 1,614.18 | 04/25 |
| Total KIMBALL-MIDWEST: | | | | | | | 2,858.69 | |
| **LEMUS, ARTURO** | | | | | | | | |
| 04/02/2025 | 113031 | 03172025 | 19438 | LEMUS, ARTURO | 210-452-42030 | MEAL ALLOWANCE | 115.00 | 04/25 |
| Total LEMUS, ARTURO: | | | | | | | 115.00 | |
| **LINDE GAS & EQUIPMENT INC.** | | | | | | | | |
| 04/02/2025 | 113032 | 48696281 | 19251 | LINDE GAS & EQUIPM | 210-456-43031 | CYLINDER RENTAL | 1,179.86 | 04/25 |
| Total LINDE GAS & EQUIPMENT INC.: | | | | | | | 1,179.86 | |
| **LWC** | | | | | | | | |
| 04/02/2025 | 113033 | 5020 | 18203 | LWC | 100-440-43031 | MAIN LODGE SPECIFI | 1,757.50 | 04/25 |
| Total LWC: | | | | | | | 1,757.50 | |
| **MALDONADO, FERNANDO** | | | | | | | | |
| 04/02/2025 | 113034 | 03172025 | 7688 | MALDONADO, FERNA | 210-452-42030 | MEAL ALLOWANCE | 115.00 | 04/25 |
| Total MALDONADO, FERNANDO: | | | | | | | 115.00 | |
| **MAMMOTH CONDO RENTALS** | | | | | | | | |
| 04/02/2025 | 113035 | 03192025 | 19814 | MAMMOTH CONDO RE | 001-000-10760 | BUSINESS TAX DUPLI | 1,706.49 | 04/25 |
| Total MAMMOTH CONDO RENTALS: | | | | | | | 1,706.49 | |
| **MAMMOTH DISPOSAL** | | | | | | | | |
| 04/02/2025 | 113036 | 494 | 19454 | MAMMOTH DISPOSAL | 205-490-43404 | 02/25-TRASH SVCS | 53.00 | 04/25 |
| Total MAMMOTH DISPOSAL: | | | | | | | 53.00 | |
| **MAMMOTH SPA CREATIONS** | | | | | | | | |
| 04/02/2025 | 113037 | 140956 | 19143 | MAMMOTH SPA CREA | 100-434-42009 | POOL SUPPLIES | 3,395.97 | 04/25 |
| Total MAMMOTH SPA CREATIONS: | | | | | | | 3,395.97 | |
| **MARTINEZ, FEDERICO** | | | | | | | | |
| 04/02/2025 | 113038 | 03172025 | 18775 | MARTINEZ, FEDERICO | 210-452-42030 | MEAL ALLOWANCE | 161.00 | 04/25 |
| Total MARTINEZ, FEDERICO: | | | | | | | 161.00 | |
| **MCMASTER-CARR SUPPLY COMPANY** | | | | | | | | |
| 04/02/2025 | 113039 | 42116140 | 272 | MCMASTER-CARR SU | 910-000-13003 | WIRE SHELVING | 707.68 | 04/25 |
| Total MCMASTER-CARR SUPPLY COMPANY: | | | | | | | 707.68 | |
| **MISSION LINEN SUPPLY, INC** | | | | | | | | |
| 04/02/2025 | 113040 | 523434423 | 6482 | MISSION LINEN SUPPL | 210-455-42006 | UNIFORM | 205.34 | 04/25 |
| 04/02/2025 | 113040 | 523470827 | 6482 | MISSION LINEN SUPPL | 910-000-13003 | MAINT SUPPLIES | 358.98 | 04/25 |
| Total MISSION LINEN SUPPLY, INC: | | | | | | | 564.32 | |
| **MOUNTAIN SHADOWS HOMEOWNERS' ASSOC** | | | | | | | | |
| 04/02/2025 | 113041 | APR 2025 D8 | 19168 | MOUNTAIN SHADOWS | 100-464-43420 | 04/25-MS17952 | 330.41 | 04/25 |
| 04/02/2025 | 113041 | APR 2025 G1 | 19168 | MOUNTAIN SHADOWS | 100-464-43420 | 04/25-MS17687 | 330.41 | 04/25 |

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|---|---|---|---|---|---|---|---|---|
| Total MOUNTAIN SHADOWS HOMEOWNERS' ASSOC: | | | | | | | 660.82 | |
| **MURPHY, LUCAS** | | | | | | | | |
| 04/02/2025 | 113042 | 03172025 | 19292 | MURPHY, LUCAS | 210-452-42030 | MEAL ALLOWANCE | 92.00 | 04/25 |
| Total MURPHY, LUCAS: | | | | | | | 92.00 | |
| **NCE** | | | | | | | | |
| 04/02/2025 | 113043 | 220172538 | 10411 | NCE | 100-440-43031 | MAR 2025-MAIN LODG | 1,155.00 | 04/25 |
| Total NCE: | | | | | | | 1,155.00 | |
| **OCAMPOS, ISIDRO** | | | | | | | | |
| 04/02/2025 | 113044 | 03172025 | 19263 | OCAMPOS, ISIDRO | 210-452-42030 | MEAL ALLOWANCE | 115.00 | 04/25 |
| Total OCAMPOS, ISIDRO: | | | | | | | 115.00 | |
| **PARS** | | | | | | | | |
| 04/02/2025 | 113045 | 57472 | 6552 | PARS | 100-416-43031 | 01/25-SVCS | 800.00 | 04/25 |
| 04/02/2025 | 113045 | 57556 | 6552 | PARS | 100-416-43031 | 01/25-SVCS | 448.48 | 04/25 |
| Total PARS: | | | | | | | 1,248.48 | |
| **PEDERSON, WILL** | | | | | | | | |
| 04/02/2025 | 113046 | 03172025 | 19764 | PEDERSON, WILL | 210-452-42030 | MEAL ALLOWANCE | 80.00 | 04/25 |
| Total PEDERSON, WILL: | | | | | | | 80.00 | |
| **PENN, CASEY** | | | | | | | | |
| 04/02/2025 | 113047 | 03/23-03/28/25 | 19810 | PENN, CASEY | 220-471-43150 | PER DIEM | 378.00 | 04/25 |
| Total PENN, CASEY: | | | | | | | 378.00 | |
| **PETERBILT TRUCK PARTS & EQUIPMENT, LLC** | | | | | | | | |
| 04/02/2025 | 40220250 | X101263612:0 | 8484 | PETERBILT TRUCK PA | 910-000-13003 | PARTS | 31.23 | 04/25 |
| Total PETERBILT TRUCK PARTS & EQUIPMENT, LLC: | | | | | | | 31.23 | |
| **PRICE PAIGE & CO.** | | | | | | | | |
| 04/02/2025 | 113048 | 35287 | 19277 | PRICE PAIGE & CO. | 100-415-43100 | WIP 06/30/24 AUDITED | 3,125.00 | 04/25 |
| Total PRICE PAIGE & CO.: | | | | | | | 3,125.00 | |
| **SHAFER EQUIPMENT CO. INC.** | | | | | | | | |
| 04/02/2025 | 113049 | 100039279 | 18540 | SHAFER EQUIPMENT | 910-000-13003 | PARTS | 1,160.55 | 04/25 |
| Total SHAFER EQUIPMENT CO. INC.: | | | | | | | 1,160.55 | |
| **SHEET, THE** | | | | | | | | |
| 04/02/2025 | 113050 | 12297 | 6678 | SHEET, THE | 100-413-43130 | FPA COLOR SNOW SA | 746.00 | 04/25 |
| Total SHEET, THE: | | | | | | | 746.00 | |
| **SIERRA BUSINESS PARK OWNERS ASSOC.** | | | | | | | | |
| 04/02/2025 | 113051 | APR 2025 | 18782 | SIERRA BUSINESS PA | 100-464-43420 | 03/25-LOTS 36 & 37 | 1,545.14 | 04/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| Total SIERRA BUSINESS PARK OWNERS ASSOC.: | | | | | | | 1,545.14 | |
| **SIERRA SUNSETS LLC** | | | | | | | | |
| 04/02/2025 | 113052 | 1043 | 19816 | SIERRA SUNSETS LLC | 100-420-43031 | INCINERATION | 4,162.00 | 04/25 |
| Total SIERRA SUNSETS LLC: | | | | | | | 4,162.00 | |
| **STEVE'S AUTO & TRUCK PARTS** | | | | | | | | |
| 04/02/2025 | 113053 | 134432 | 1221 | STEVE'S AUTO & TRU | 220-471-42007 | PARTS | 307.09 | 04/25 |
| 04/02/2025 | 113053 | 138087 | 1221 | STEVE'S AUTO & TRU | 220-471-42007 | PARTS | 17.71 | 04/25 |
| Total STEVE'S AUTO & TRUCK PARTS: | | | | | | | 324.80 | |
| **SYNTECH** | | | | | | | | |
| 04/02/2025 | 113054 | 311116 | 19171 | SYNTECH | 210-455-43031 | FUELMASTER MAINT | 550.00 | 04/25 |
| Total SYNTECH: | | | | | | | 550.00 | |
| **TAPIA, ALEXIS** | | | | | | | | |
| 04/02/2025 | 113055 | 03172025 | 19752 | TAPIA, ALEXIS | 210-452-42030 | MEAL ALLOWANCE | 92.00 | 04/25 |
| Total TAPIA, ALEXIS: | | | | | | | 92.00 | |
| **TAULI ANDERSON DBA TA PRODUCTION LLC** | | | | | | | | |
| 04/02/2025 | 113056 | 2 | 19811 | TAULI ANDERSON DBA | 100-420-43031 | MAMMOTH PD CIV OIS | 3,500.00 | 04/25 |
| Total TAULI ANDERSON DBA TA PRODUCTION LLC: | | | | | | | 3,500.00 | |
| **THOMAS PETROLEUM, LLC** | | | | | | | | |
| 04/02/2025 | 40220251 | 1180590-IN | 7891 | THOMAS PETROLEUM | 910-000-13003 | OIL | 3,469.82 | 04/25 |
| 04/02/2025 | 40220251 | 1188629-IN | 7891 | THOMAS PETROLEUM | 910-000-13001 | DIESEL | 12,186.82 | 04/25 |
| 04/02/2025 | 40220251 | 1192603-IN | 7891 | THOMAS PETROLEUM | 910-000-13001 | DIESEL | 12,368.44 | 04/25 |
| Total THOMAS PETROLEUM, LLC: | | | | | | | 28,025.08 | |
| **TRUIST GOVERNMENTAL FINANCE** | | | | | | | | |
| 04/02/2025 | 113057 | MULTI USE FA | 18381 | TRUIST GOVERNMENT | 990-590-49499 | INTEREST | 19,847.00 | 04/25 |
| Total TRUIST GOVERNMENTAL FINANCE: | | | | | | | 19,847.00 | |
| **VARGAS, ISIDRO** | | | | | | | | |
| 04/02/2025 | 113058 | 03172025 | 19751 | VARGAS, ISIDRO | 210-452-42030 | MEAL ALLOWANCE | 115.00 | 04/25 |
| Total VARGAS, ISIDRO: | | | | | | | 115.00 | |
| **VERIZON** | | | | | | | | |
| 04/02/2025 | 113059 | 6106833454 | 5637 | VERIZON | 100-420-43404 | 02/25-PD | 1,163.56 | 04/25 |
| Total VERIZON: | | | | | | | 1,163.56 | |
| **VERIZON WIRELESS** | | | | | | | | |
| 04/02/2025 | 113060 | 6108135868 | 10652 | VERIZON WIRELESS | 100-416-43404 | 03/25-ADMIN | 1,981.57 | 04/25 |
| Total VERIZON WIRELESS: | | | | | | | 1,981.57 | |
| **WATERDOGS RESTORATION** | | | | | | | | |
| 04/02/2025 | 40220251 | 1661 | 19776 | WATERDOGS RESTOR | 100-420-45060 | CUSTODIAL SVCS (3/9 | 1,755.00 | 04/25 |

| Check Issue Date | Check Nu | Invoice Number | Vendor Nu | Payee | Invoice GL Account | Description | Amount | GL Period |
|---|---|---|---|---|---|---|---|---|
| 04/02/2025 | 40220251 | 1668 | 19776 | WATERDOGS RESTOR | 100-420-45060 | CUSTODIALSVCS (3/16 | 1,800.00 | 04/25 |
| Total WATERDOGS RESTORATION: | | | | | | | 3,555.00 | |
| **WEST, QWINA** | | | | | | | | |
| 04/02/2025 | 113061 | 03172025 | 18760 | WEST, QWINA | 210-452-42030 | MEAL ALLOWANCE | 92.00 | 04/25 |
| Total WEST, QWINA: | | | | | | | 92.00 | |
| **WHITE CAP, L.P.** | | | | | | | | |
| 04/02/2025 | 113062 | 50029834906 | 19191 | WHITE CAP, L.P. | 210-452-46200 | MAINT SUPPLIES | 1,161.37 | 04/25 |
| 04/02/2025 | 113062 | 50030002696 | 19191 | WHITE CAP, L.P. | 210-452-42006 | UNIFORM | 1,152.99 | 04/25 |
| 04/02/2025 | 113062 | 50030010599 | 19191 | WHITE CAP, L.P. | 210-452-42006 | UNIFORM | 386.17 | 04/25 |
| Total WHITE CAP, L.P.: | | | | | | | 2,700.53 | |
| **WILLIAM TATE** | | | | | | | | |
| 04/02/2025 | 113063 | 03212025 | 19812 | WILLIAM TATE | 001-000-10760 | DUPLICATE PAYMENT | 448.32 | 04/25 |
| Total WILLIAM TATE: | | | | | | | 448.32 | |
| Grand Totals: | | | | | | | 650,899.97 | |

Signature: JAMIE GRAY Jamie Gray Date 4/2/25

Signature: NOLAN BOBROFF Date 4-2-2025

Signature: MEGAN CHAPMAN Megan Chapman Date 4/3/25

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

# TOWN COUNCIL STAFF REPORT

Title: Conduct the public hearing and adopt the Resolution ordering the levy and collection of assessments within Assessment District 93-1 (Juniper Ridge)

Meeting Date: April 16, 2025

Prepared by: Pam Smitheman, Assistant Engineer

---

## RECOMMENDATION:

Staff recommend that Town Council conduct the Public Hearing and after receiving the staff report, public testimony, and deliberation adopt the Resolution ordering the levy and collection of assessment within Assessment District 93-1 (Juniper Ridge) for the Fiscal Year 2025/26.

## BACKGROUND:

On March 19, 2025, the Town Council adopted a resolution initiating proceedings for and declaring its intention to levy and collect annual assessments for Assessment District 93-1 (Juniper Ridge) for Fiscal Year 2025/26 in accordance with the Landscaping and Lighting Act of 1972 ("Act"). The resolution of intention called for this public hearing for the purpose of allowing testimony by any interested person(s). These proceedings shall be conducted each year in order to inform property owners of levy assessments against the property within the district.

## ANALYSIS:

The Engineer's Report, which was presented and approved by the Town Council at its March 19, 2025 meeting, indicated that the budget for Fiscal Year 2025/26 needed to assess the maximum budget for annual maintenance based on the remaining fund balance going into Fiscal Year 2025/26. It is proposed that an assessment of $48,000.00 be collected for Fiscal Year 2025/26 as shown in the Engineer's Report.

No protests to the proposed assessments have been received as of April 9, 2025. If the total of any and all protests filed during and before the public hearing does not constitute more than fifty percent (50%) of the area within the assessment district, the Council may adopt the attached Resolution confirming the assessment diagram and the proposed assessments for Fiscal Year 2025/26. Adoption will then constitute the levy of assessments for the new fiscal year.

## FINANCIAL CONSIDERATIONS:

The Engineer's Report as prepared by NBS includes details for all Financial Considerations. In summary, the total district assessment is $48,000.00 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**

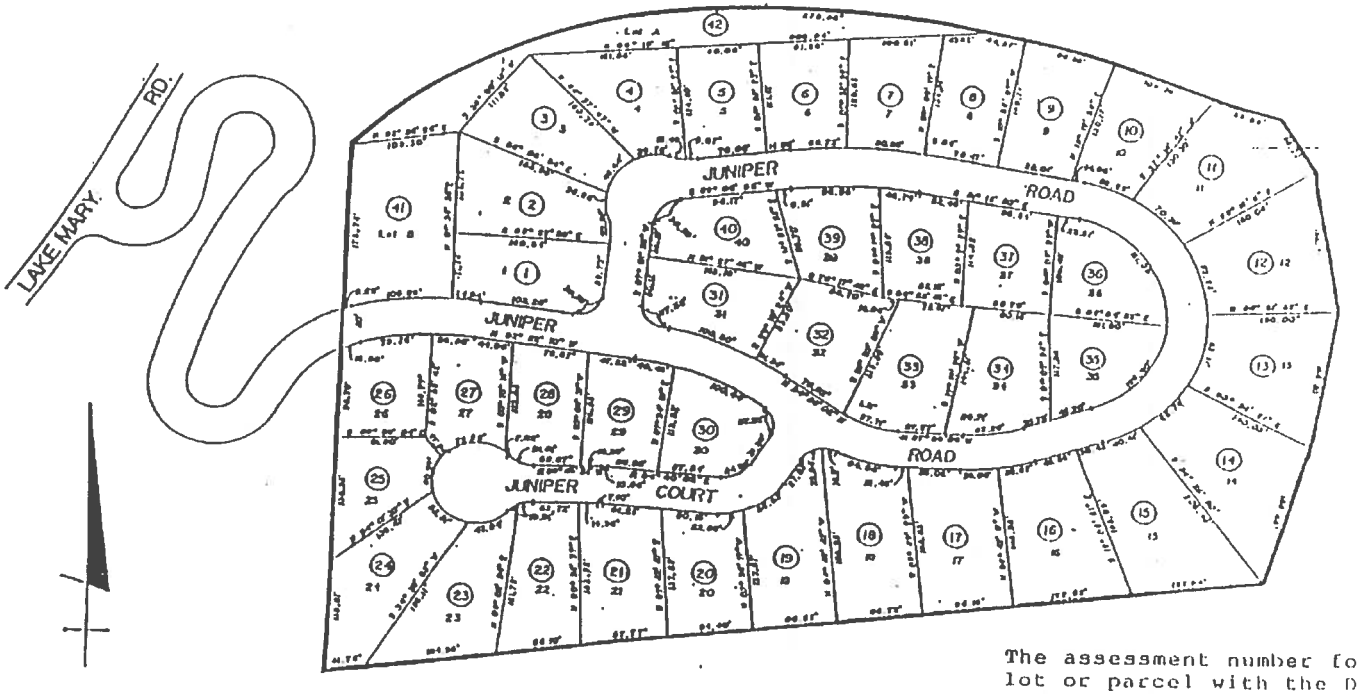
**Assessment Roll** **B**

## 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, CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY 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 has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the Assessment District; and

**WHEREAS**, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

**WHEREAS**, at the time and place specified in the Resolution of Intention the Town conducted such hearing and considered all objections to the assessment.

NOW, THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS:

1. Confirmation of Assessment and Diagram: The Town Council hereby confirms the assessment and the diagram as is described in full detail in the Report on file with the Town Clerk.

2. Levy of Assessment: Pursuant to Section 22631 of the Act, the adoption of this resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

3. Ordering of the Levy: The Town Council hereby orders NBS to prepare and submit the levy of assessments to Mono County for placement on the Fiscal Year 2025/26 secured property tax roll.

**PASSED, APPROVED AND ADOPTED this 16th day of April, 2025.**

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

# TOWN COUNCIL STAFF REPORT

Title: Conduct the public hearing and adopt the Resolution ordering the levy and collection of assessments within Assessment District 93-4, Zone 1 (The Bluffs) – Maintenance District No.1

Meeting Date: April 16, 2025

Prepared by: Pam Smitheman, Assistant Engineer

---

## RECOMMENDATION:

Staff recommend that Town Council conduct the Public Hearing and after receiving the staff report, public testimony, and deliberation adopt the attached Resolution ordering the levy and collection of assessments within the Bluffs Assessment District No 93-4, Zone 1 for the Fiscal Year 2025/26.

## 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 re-evaluated 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 amount and procedural requirements of the Benefit Assessment Act of 1982.

The resolution of intention adopted at the March 19, 2025 Town Council meeting called for this public hearing for the purpose of allowing testimony by any interested person(s). These proceedings shall be conducted each year in order to levy assessments against the properties within the district.

## ANALYSIS:

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.

## 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**

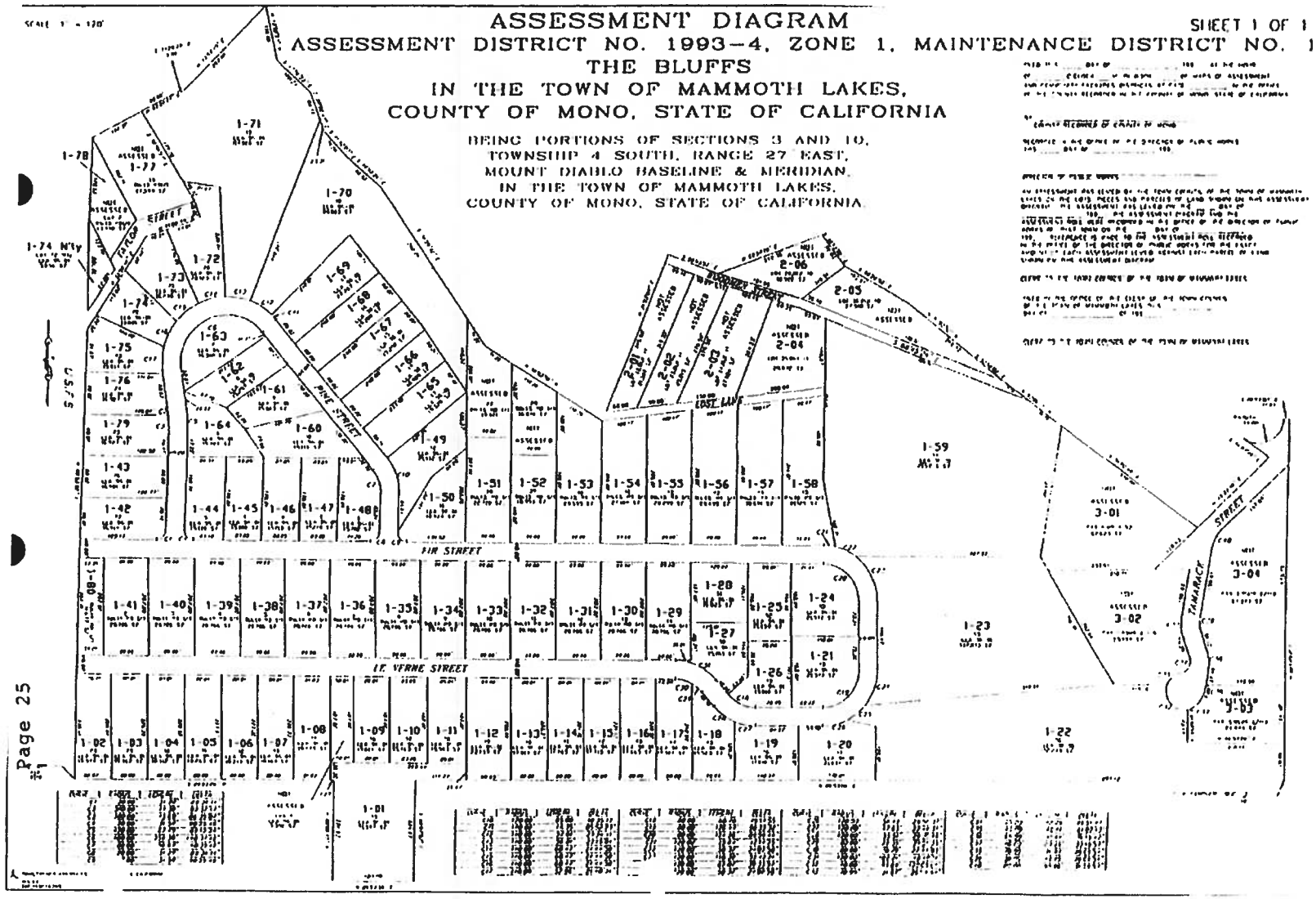
**Assessment Roll** **B**

## 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, ORDERING THE LEVY AND COLLECTION 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) (hereafter referred to as the "Act") did, approve the Annual Report (hereafter referred to as the "Report") as presented or amended which described the assessment against parcels of land within the Assessment District designated as follows: Assessment District 93-4, Zone 1 (The Bluffs) – Maintenance District No. 1 (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, the Report in connection with the proposed levy and collection upon eligible parcels of land within the Maintenance District, was submitted to the Town Clerk and the Town Council, and the Town Council did by previous resolution approve such Report; and

**WHEREAS**, the Town Council desires to levy and collect assessments against parcels of land within the Maintenance District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, to pay the costs and expenses of operating, maintaining, and servicing the improvements within the Maintenance District; and

**WHEREAS**, the assessment rates within the Maintenance District are exempt from the assessment balloting procedures set forth in Proposition 218 because the Maintenance District was formed by consent of the landowners, and the proposed assessments per lot or parcel are not proposed to increase by more than the assessment rates approved by the landowners at the time of formation of the Maintenance District; and

**WHEREAS**, the assessment levies are **not** based upon the assessed value of the property within the Maintenance District but are based upon the special benefit received by the parcels within the Maintenance District from the improvements.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The above recitals are all true and correct.

2. Following notice duly given, the Town Council has held a full and fair Public Hearing regarding its Resolution Approving the Report prepared in connection therewith, the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.

3. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the Town Council, and which has been filed with the Town Clerk, the Town Council hereby finds and determines that:

    (a) The land within the Maintenance District will receive special benefit by the operation, maintenance, and servicing of the improvements which include, but are not limited to roadway improvements, street lighting, streets, sidewalks and driveways, curb and gutter, drainage facilities, and snow management. The improvements also include the construction, maintenance and servicing of appurtenant facilities including, but not limited to, personnel, electrical energy, materials, contracting services, and other items necessary for the satisfactory operation of these services.

    (b) The Maintenance District includes all of the lands receiving such special benefit.

    (c) The net amount to be assessed upon the land within the Maintenance District in accordance with the costs for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefit to be received by each parcel from the improvements and services.

    (d) The Town's Contribution will be applied to offset the cost of improvements for the fiscal year commencing July 1, 2025 and ending June 30, 2026, resulting in $165,900 levy to the parcels in the Maintenance District.

4. The Report and assessment as presented to the Town Council and on file in the office of the Town Clerk are hereby confirmed as filed.

5. The Town Treasurer shall deposit all money representing assessments collected by the County of Mono for the Maintenance District to the credit of a fund for the Maintenance District, and such money shall be expended only for the maintenance, operation and servicing of the authorized improvements.

6. The adoption of this resolution constitutes the Maintenance District levy in the amount of $165,900 for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

7. A certified copy of the levy shall be filed in the office of the Town Clerk and open for public inspection.

**PASSED, APPROVED AND ADOPTED this 16th day of April, 2025.**

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

# TOWN COUNCIL STAFF REPORT

Title: Conduct the public hearing and adopt the Resolution ordering the levy and collection of assessments within the special maintenance district Old Mammoth Road Benefit Assessment District No. 2002-1

Meeting Date: April 16, 2025

Prepared by: Pam Smitheman, Assistant Engineer

---

## RECOMMENDATION:

Staff recommend that Town Council conduct the Public Hearing and after receiving the staff report, public testimony, and deliberation adopt the attached Resolution ordering the levy and collection of assessments within the Old Mammoth Road Benefit Assessment District No. 2002-1 for the Fiscal Year 2025/26.

## BACKGROUND:

On March 19, 2025, the Town Council adopted a resolution initiating proceedings for and declaring its intention to levy and collect annual assessments for Benefit Assessment District 2002-1 (Old Mammoth Road) for Fiscal Year 2025/26 in accordance with the Benefit Assessment Act of 1982, under which the District was formed. The resolution of intention called for this public hearing for the purpose of allowing testimony by any interested person(s). These proceedings are conducted each year in order to levy assessments against the properties within the district.

## 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.

No protests to the proposed assessments have been received as of April 9, 2025. If the total of any and all protests filed during and before the public hearing does not constitute more than fifty percent (50%) of the area within the assessment district, the Council may adopt the attached Resolution confirming the assessment diagram and the proposed assessments for Fiscal Year 2025/26. Adoption will then constitute the levy of assessments for the new fiscal year.

## FINANCIAL CONSIDERATIONS:

The Engineer's Report as prepared by NBS includes details for all Financial Considerations. In summary, the total district assessment is $246,463 for the 2024/25 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
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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

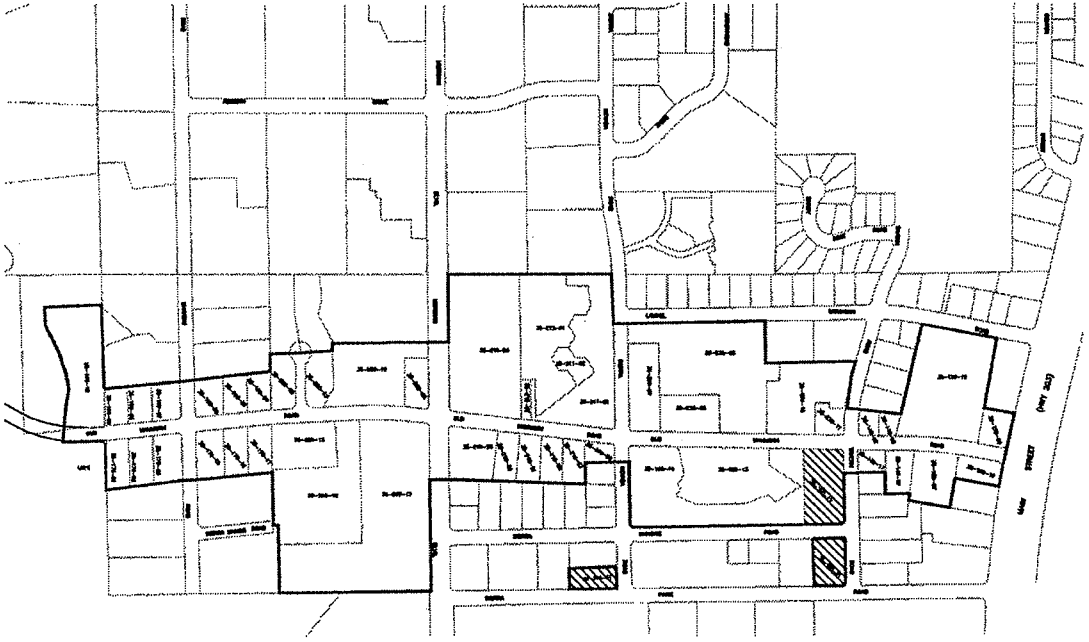
**Assessment Diagram** **A**

**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 |

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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 |

(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) |
|---|---|---|---|
| 035-212-020-000 | 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, ORDERING THE LEVY AND COLLECTION 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, 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) (hereafter referred to as the "Act") did approve the Annual Report (hereafter referred to as the "Report") as presented or amended which described the assessment against parcels of land within the Benefit Assessment District designated as follows: Old Mammoth Road Benefit Assessment District No. 2002-1 (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, the engineer selected by the Town Council has prepared and filed with the Town Clerk, and the Town Clerk has presented to the Town Council the Report in connection with the proposed levy and collection upon eligible parcels of land within the Maintenance District, and the Town Council did by previous resolution approve such Report; and

**WHEREAS**, the Town Council desires to levy and collect assessments against parcels of land within the Maintenance District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, to pay the costs and expenses of operating, maintaining, and servicing the improvements within the Maintenance District; and

**WHEREAS**, the assessment rates within the Maintenance District are exempt from the assessment balloting procedures set forth in Proposition 218 because the Maintenance District was formed by consent of the landowners, and the proposed assessments per lot or parcel are not proposed to increase by more than the assessment rates approved by the landowners at the time of formation of the Maintenance District; and

**WHEREAS**, the assessment levies are **not** based upon the assessed value of the property within the Maintenance District but are based upon the special benefit received by the parcels within the Maintenance District from the improvements.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The above recitals are all true and correct.

2. Following notice duly given, the Town Council has held a full and fair Public Hearing regarding its Resolution Approving the Report prepared in connection therewith, the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.

3. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the Town Council, and which has been filed with the Town Clerk, the Town Council hereby finds and determines that:

    (a) The land within the Maintenance District will receive special benefit by the operation, maintenance, and servicing of the improvements which include, but are not limited to installation, upgrade, construction, or reconstruction of 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 including, but not limited to, personnel, electrical energy, materials, contracting services, and other items necessary for the satisfactory operation of these services.

    (b) The Maintenance District includes all of the lands receiving such special benefit.

    (c) The net amount to be assessed upon the land within the Maintenance District in accordance with the costs for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefit to be received by each parcel from the improvements and services.

    (d) Town Contribution for General Benefit funds will be applied to offset the cost of improvements for the fiscal year commencing July 1, 2025 and ending June 30, 2026, resulting in $211,100 levy to the parcels in the Maintenance District.

4. The Report and assessment as presented to the Town Council and on file in the office of the Town Clerk are hereby confirmed as filed.

5. The Town Treasurer shall deposit all money representing assessments collected by the County of Mono for the Maintenance District to the credit of a fund for the Maintenance District, and such money shall be expended only for the maintenance, operation and servicing of the landscaping and appurtenant facilities.

6. The adoption of this resolution constitutes the Maintenance District levy in the amount of $211,100 for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

7. A certified copy of the levy shall be filed in the office of the Town Clerk and open for public inspection.

**PASSED, APPROVED, AND ADOPTED this 16th day of April, 2025.**

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

# TOWN COUNCIL STAFF REPORT

Title: Conduct the public hearing and adopt the Resolution ordering the levy and collection of assessments within the special maintenance district North Village Benefit Assessment District No. 2002-2, Zone 1

Meeting Date: April 16, 2025

Prepared by: Pam Smitheman, Assistant Engineer

---

## RECOMMENDATION:

Staff recommend Town Council conduct the public hearing and after receiving the staff report, public testimony, and deliberation adopt the attached resolution ordering the levy and collection of assessments within special maintenance district North Village Benefit Assessment District No. 2002-02, Zone 1 for the Fiscal Year 2025/26.

## BACKGROUND:

On March 19, 2025, the Town Council adopted a resolution initiating proceedings for and declaring its intention to levy and collect annual assessments for Benefit Assessment District 2002-2 (North Village District) for Fiscal Year 2025/26 in accordance with the Benefit Assessment Act of 1982, under which the District was formed. The resolution of intention called for this public hearing for the purpose of allowing testimony by any interested person(s). These proceedings are conducted each year in order to levy assessments against the properties within the district.

## 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 large-scale project planned for summer of 2025. Staff recommend that a levy of $155,852.00 be assessed in Fiscal Year 2025/26. The maximum assessment revenue for Fiscal Year 2024/25 is $199,285.34.

## FINANCIAL CONSIDERATIONS:

The Engineer's Report as prepared by NBS includes details for all Financial Considerations. In summary, the total district assessment is $155,852.00 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**

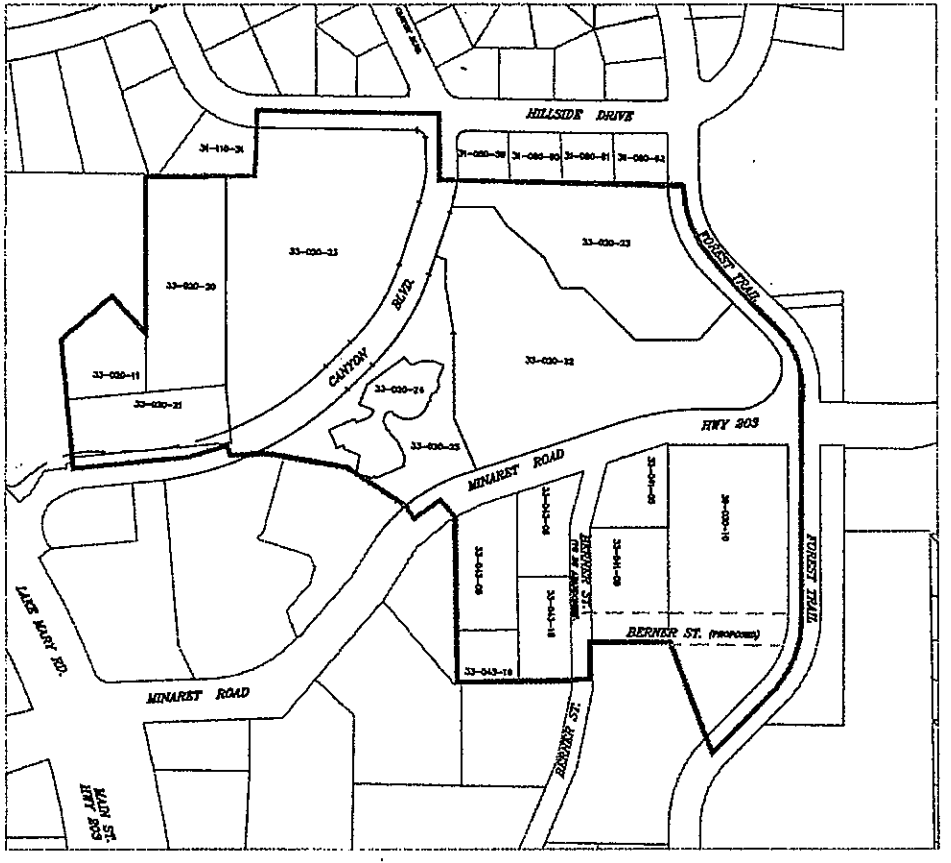
**Assessment Roll** **B**

**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, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE SPECIAL MAINTENANCE DISTRICT NORTH VILLAGE 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) (hereafter referred to as the "Act") did, approve the Annual Report (hereafter referred to as the "Report") as presented or amended which described the assessment against parcels of land within the Benefit Assessment District designated as follows: North Village Benefit Assessment District No. 2002-2, Zone 1 (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, the engineer selected by the Town Council has prepared and filed with the Town Clerk, and the Town Clerk has presented to the Town Council the Report in connection with the proposed levy and collection upon eligible parcels of land within the Maintenance District, and the Town Council did by previous resolution approve such Report; and

**WHEREAS**, the Town Council desires to levy and collect assessments against parcels of land within the Maintenance District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, to pay the costs and expenses of operating, maintaining, and servicing the improvements within the Maintenance District; and

**WHEREAS**, the assessment rates within the Maintenance District are exempt from the assessment balloting procedures set forth in Proposition 218 because the Maintenance District was formed by consent of the landowners, and the proposed assessments per lot or parcel are not proposed to increase by more than the assessment rates approved by the landowners at the time of formation of the Maintenance District; and

**WHEREAS**, the assessment levies are **not** based upon the assessed value of the property within the Maintenance District but are based upon the special benefit received by the parcels within the Maintenance District from the improvements.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The above recitals are all true and correct.

2. Following notice duly given, the Town Council has held a full and fair Public Hearing regarding its Resolution Approving the Report prepared in connection therewith, the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.

3. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the Town Council, and which has been filed with the Town Clerk, the Town Council hereby finds and determines that:

    (a) The land within the Maintenance District will receive special benefit by the operation, maintenance, and servicing of the improvements which include, but are not limited to installation, upgrade, construction, or reconstruction of 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 including, but not limited to, personnel, electrical energy, materials, contracting services, and other items necessary for the satisfactory operation of these services.

    (b) The Maintenance District includes all of the lands receiving such special benefit.

    (c) The net amount to be assessed upon the land within the Maintenance District in accordance with the costs for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefit to be received by each parcel from the improvements and services.

    (d) Town Contribution for General Benefit funds will be applied to offset the cost of improvements for the fiscal year commencing July 1, 2025 and ending June 30, 2026, resulting in $155,852 levy to the parcels in the Maintenance District.

4. The Report and assessment as presented to the Town Council and on file in the office of the Town Clerk are hereby confirmed as filed.

5. The Town Treasurer shall deposit all money representing assessments collected by the County of Mono for the Maintenance District to the credit of a fund for the Maintenance District, and such money shall be expended only for the maintenance, operation and servicing of the landscaping and appurtenant facilities.

6. The adoption of this resolution constitutes the Maintenance District levy in the amount of $155,852 for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

7. A certified copy of the levy shall be filed in the office of the Town Clerk and open for public inspection.

**PASSED, APPROVED, AND ADOPTED this 16th day of April, 2025.**

_____
CHRIS BUBSER, Mayor

ATTEST:

_____
JAMIE GRAY, Town Clerk

# TOWN COUNCIL STAFF REPORT

Title: Conduct the public hearing and adopt the Resolution ordering the levy and collection of assessments within Benefit Assessment District No. 2014-1 (Mammoth View)

Meeting Date: April 16, 2025

Prepared by: Pam Smitheman, Assistant Engineer

---

## RECOMMENDATION:

Staff recommend that Town Council conduct the public hearing and after receiving the staff report, public testimony, and deliberation adopt the attached Resolution ordering the levy and collection of assessments within the Mammoth View Benefit Assessment District No. 2014-1 for the Fiscal Year 2025/26.

## BACKGROUND:

On March 19, 2025, the Town Council adopted a resolution initiating proceedings for and declaring its intention to levy and collect annual assessments for Benefit Assessment District 2014-1 (Mammoth View) for Fiscal Year 2025/26 in accordance with the Benefit Assessment Act of 1982, under which the District was formed. The resolution of intention called for this public hearing for the purpose of allowing testimony by any interested person(s). These proceedings are conducted each year in order to levy assessments against the property within the district.

## 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.

## 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

**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 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**

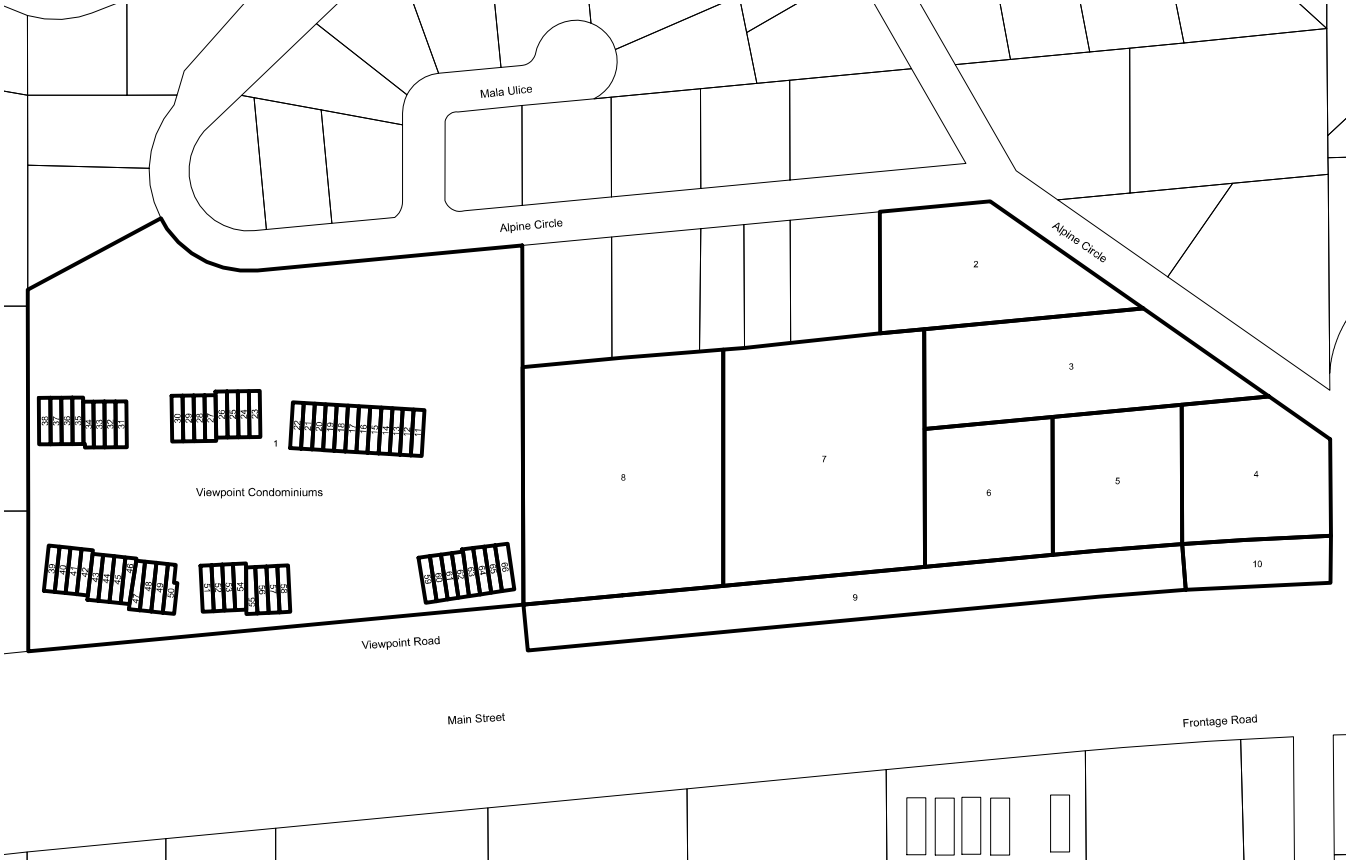
**Assessment Roll** **B**

## 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, ORDERING THE LEVY AND COLLECTION 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) (hereafter referred to as the "Act") did approve the Annual Report (hereafter referred to as the "Report") as presented or amended which described the assessment against parcels of land within the Benefit Assessment District designated as follows: Benefit Assessment District No. 2014-1 (Mammoth View) (hereinafter referred to as the "Maintenance District"); and

**WHEREAS**, the engineer selected by the Town Council has prepared and filed with the Town Clerk, and the Town Clerk has presented to the Town Council the Report in connection with the proposed levy and collection upon eligible parcels of land within the Maintenance District, and the Town Council did by previous resolution approve such Report; and

**WHEREAS**, the Town Council desires to levy and collect assessments against parcels of land within the Maintenance District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, to pay the costs and expenses of operating, maintaining, and servicing the improvements within the Maintenance District; and

**WHEREAS**, the assessment rates within the Maintenance District are exempt from the assessment balloting procedures set forth in Proposition 218 because the Maintenance District was formed by consent of the landowners, and the proposed assessments per lot or parcel are not proposed to increase by more than the assessment rates approved by the landowners at the time of formation of the Maintenance District; and

**WHEREAS**, the assessment levies are **not** based upon the assessed value of the property within the Maintenance District but are based upon the special benefit received by the parcels within the Maintenance District from the improvements.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The above recitals are all true and correct.

2. Following notice duly given, the Town Council has held a full and fair Public Hearing regarding its Resolution Approving the Report prepared in connection therewith, the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.

3. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the Town Council, and which has been filed with the Town Clerk, the Town Council hereby finds and determines that:

    (a) The land within the Maintenance District will receive special benefit by the operation, maintenance, and servicing of the improvements which include, but are not limited to installation, upgrade, construction, or reconstruction of 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 including, but not limited to, personnel, electrical energy, materials, contracting services, and other items necessary for the satisfactory operation of these services.

    (b) The Maintenance District includes all of the lands receiving such special benefit.

    (c) The net amount to be assessed upon the land within the Maintenance District in accordance with the costs for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefit to be received by each parcel from the improvements and services.

    (d) The fiscal year commencing July 1, 2025 and ending June 30, 2026, a $6,000 levy will be applied to the parcels in the Maintenance District.

4. The Report and assessment as presented to the Town Council and on file in the office of the Town Clerk are hereby confirmed as filed.

5. The Town Treasurer shall deposit all money representing assessments collected by the County of Mono for the Maintenance District to the credit of a fund for the Maintenance District, and such money shall be expended only for the maintenance, operation and servicing of the landscaping and appurtenant facilities.

6. The adoption of this resolution constitutes the Maintenance District levy in the amount of $6,000 for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

7. A certified copy of the levy shall be filed in the office of the Town Clerk and open for public inspection.

**PASSED, APPROVED, AND ADOPTED this 16th day of April, 2025.**

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

# Mammoth Lakes Town Council
# Agenda Action Sheet

**Title**: Appointment to the Planning and Economic Development Commission

**Council Meeting Date**: April 16, 2025

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

**Recommended Motion:** Appoint one applicant to serve as a member of the Planning and Economic Development Commission, with the term expiring on July 31, 2026.

**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 wase noticed and published in the local newspaper and posted.

The Town Clerk received applications from two citizens. The applicants are Steve Shatkin and Billy Deaver. The applicants will be interviewed on April 16th. The applications are attached.

The Town's 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.

**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.

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

# TOWN COUNCIL STAFF REPORT

Title: Approve MACC Joint Development and Use Agreement with KCCD

Meeting Date: April 16, 2025

Prepared by: Robert Paterson, Town Manager
Haislip Hayes, PE Public Works Director
Andrew Morris, Town Attorney

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## RECOMMENDATION:

Authorize the Town Manager to finalize and execute a Joint Development and Use Agreement with Kern Community College District for the MACC.

## BACKGROUND:

In August 2024, the Town Council approved the 5-year Capital Improvement Plan (CIP), which included design and construction of the McCoy 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 District (KCCD), and private donors, and is intended to be a year-round venue for performing arts events, including live theater, musical performances, film, 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). The Town has generally come to terms 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. This transition from a privately operated theater to a municipal building has been years in the making. To facilitate this transition, the Town will need to assume agreements made between the MLF and other partners including KCCD.

## ANALYSIS:

The original agreement between MLF and KCCD centered around the KCCD commitment to provide $7.5M in Measure C bond funds to the project. These bond funds were approved in 2000 to provide funding to improve facilities within the Town. KCCD agreed to transfer the funding to the Town in order to meet its commitment to the facility. The Town in turn is working to update the existing agreement between MLF and KCCD to better represent the relationship between the KCCD and the Town. The foundational agreement between MLF and KCCD lays out terms that are generally transferable and acceptable to the Town. The key points of the agreement are as follows:

- The agreement will have a 99-year term
- The Town will construct a 250 seat 7500sf theater
- The Town will pay for the design and development with its own funds. KCCD funds are only for construction

- KCCD will review construction contractor pay applications
- KCCD will provide $7.5 million in Measure C funds
- The Town will pay all future operating and maintenance costs
- The Town will own the facility
- The Town will be responsible for scheduling and programing the facility
- KCCD will be provided free, and priority use where practical. KCCD will request use of the facility at least 60 days prior to use but will not have bumping rights over previously scheduled events. KCCD will execute facility use agreement or similar in accordance with the future programing of the facility.
- KCCD is not permitted to host any classes or educational uses in the facility
- Eastern Sierra Community College (ESCC) will be prominently displayed in the facility as a donor. A portion of the theater will be named in such a way to include ESCC
- The Town and KCCD will develop a separate agreement for use and management of the college parking lot that will support the MACC

In addition to these deal points the agreement will include language related to insurance and indemnification, alterations and repairs, termination, dispute resolution, amendments, assignments, severability and other appropriate legal clauses. KCCD expects to review and approve the draft agreement at its regular meeting in May. At the same meeting KCCD will finalize its bond sales and approve the transfer of funds to the Town of Mammoth Lakes. This agreement represents a decades-long commitment to the community and this facility.

Finalizing and executing this agreement is one step in a long and complicated process to secure the funding and land to complete the MACC. Recently, the Town, its architects and KCCD finalized an understanding with DSA. This confirmation provides the Town with the needed certainty to move forward with the project as designed. In May staff will present the final purchase and sale agreement for consideration, design review at PEDC, bid the project, and hopefully close on the sale. Staff will present a timeline of events and milestones to bring this project to the construction phase.

**FINANCIAL CONSIDERATIONS:**

The current cost of the project is estimated to be $16.8M. This agreement is necessary for the Town to secure the $7.5M in Measure C bond funding. The agreement sets the terms for KCCD's contribution of funding. Without the contribution from KCCD the project would not be feasible.

**JOINT DEVELOPMENT AND USE AGREEMENT**
**FOR MCCOY ARTS AND CULTURAL CENTER**

This JOINT DEVELOPMENT AND USE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2025 ("Effective Date"), between the **TOWN OF MAMMOTH LAKES**, a California municipal corporation whose mailing address is P.O. Box 1609, Mammoth Lakes, California 93546 ("Town"), and the **KERN COMMUNITY COLLEGE DISTRICT**, a political subdivision of the State of California, with its principal place of business located at 2100 Chester Avenue, Bakersfield, CA 93301 ("District") on behalf of its Cerro Coso Community College ("CCCC"), which includes the Eastern Sierra College Center, located at 101 College Parkway, Mammoth Lakes, CA 93546 ("Mammoth Campus") Town and District shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

## R E C I T A L S

This Agreement is based upon the following facts and understandings of the Parties:

A. In November 2000, voters of the District approved a ballot measure known as "Measure C" to authorize the sale of bonds by District to generate funds to expand, improve and renovate facilities in Mammoth Lakes.

B. District has previously entered into a "Joint Development and Use of Facilities Agreement" dated November 30, 2018 ("MLF Agreement") with the Mammoth Lakes Foundation, a nonprofit corporation based in Mammoth Lakes ("MLF").

C. The MLF Agreement contemplated that MLF would construct an "events center facility" on real property owned by MLF located at 100 College Parkway, in Mammoth Lakes, California, consisting of APN 035-010-049-000 ("Property").

D. The MLF Agreement further contemplated that District would contribute $7,500,000 in funds from Measure C to the construction of the events center facility, and would obtain certain rights in return. The MLF Agreement contained further provisions setting forth the rights and obligations of District and MLF, respectively.

E. MLF has concluded that the Mammoth Lakes community is best served by MLF conveying the Property to Town and Town constructing a facility to be known as the McCoy Arts and Cultural Center ("MACC"). A draft site plan for the MACC is attached as Exhibit A.

F. Town and MLF intend to enter into an agreement for the conveyance of the Property to Town, and construction of the MACC by Town, and the provision of certain funds to Town by MLF for the MACC project.

G. Town and District have concluded that their shared goal of ensuring the construction and operation of the MACC can best be accomplished by construction of the MACC

by Town, pursuant to Town's agreement with MLF. Accordingly, Town and District wish to enter into this Agreement to supersede and replace the MLF Agreement.

H. The purpose of this Agreement is to specify the Parties' rights and obligations with respect to the funding, construction, and use of the MACC.

## A G R E E M E N T

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, District and Town agree as follows:

**1. Term.** This Agreement shall be in effect for a period of 99 years from the date of its execution by the Parties, subject to earlier termination as provided herein.

**2. Construction of the MACC.**

A. The MACC shall be designed by a licensed architect retained by Town and acceptable to District. The MACC shall be designed and constructed to meet all applicable building codes. The MACC shall consist of a 250-seat theater, approximately 7,500 square feet in size. Town shall pay for design and development of the MACC with funds derived from any source other than District's contribution as set forth herein.

B. Town intends to commence construction of the MACC in 2025.

C. District shall have the right to review all payment requests from the prime contractor constructing the MACC.

**3. Title to MACC.** Town shall retain title to the Property (following its acquisition from MLF) and to the MACC, subject to the District's right to use the MACC as set forth herein.

**4. Disbursement of Funds by District.** District shall provide to Town $7,500,000 in Measure C funds to support construction of the MACC ("District Contribution"). Town may request disbursement of the District Contribution at any time following the execution of this Agreement. Town's request shall include evidence of Town's right to acquire the Property upon completion of the MACC, and District acknowledges that Town will not own the Property prior to completion of the MACC. District shall promptly disburse the District Contribution following Town's request. District acknowledges that Town will request disbursement of the District Contribution prior to awarding the contract for construction of the MACC, and that Town cannot award the contract prior to having received the District Contribution.

**5. Operating Costs and Maintenance of the MACC.** Town shall be solely responsible for all costs and expenses relating to operation of the MACC, including without limitation water, electricity, gas, sewage, plumbing, heating, building repairs, waste remove, Internet connections, snow removal, security, janitorial, parking lot repair and maintenance, and landscaping

maintenance. Town shall maintain the MACC in compliance with all public health, safety, and building laws and regulations, and shall repair any damage as soon as is practicable.

**6. Operation and Use of the MACC.**

A. Town shall be responsible for the day-to-day operations of the MACC and scheduling its use.

B. Town shall provide District with use of the MACC free of charge, as set forth herein. Provided that District has requested use of the MACC not less than 60 days in advance and no other events or uses are already scheduled for the requested date(s), Town shall reserve the MACC for District's use and allow District to use the MACC. District shall execute Town's standard facility use agreement in connection with each use of the MACC by District. District shall not use the MACC to host classes or for other educational uses.

C. District and Town shall endeavor to develop and enter into a separate agreement for use and management of the Mammoth Campus parking lot for events occurring at the MACC, whether or not such events are affiliated with District.

**7. Insurance and Indemnity.**

A. Each Party shall defend, hold harmless and indemnify the other Party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including without limitation personal injury, death, and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.

B. Except as set forth below, each Party shall obtain, pay for and maintain in effect during the term of this Agreement the following policies of insurance issued by an insurance company rated not less than A-, VI in Best's Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than $1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than $1,000,000 per occurrence; and (3) workers' compensation insurance as required under California law. Each Party's policies shall contain endorsements naming the other Party as an additional insured with respect to this Agreement, and (if such endorsement is available) provide that written notice shall be given to the other Party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each Party shall furnish the other Party with a certificate of insurance containing the endorsements required under this paragraph, and each Party shall have the right to inspect the other Party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, the

Party giving notice shall immediately file with the other Party a certified copy of the required new or renewal policy and certificates for such policy.

C. Nothing in this section concerning minimum insurance requirements shall reduce a Party's liabilities or obligations pursuant to the indemnification provisions of this Agreement.

D. Town shall require any contractor engaged to construct or modify the MACC to furnish District with a separate certificate of insurance and endorsements showing commercial general liability insurance and workers' compensation insurance with minimum coverage in the same amounts required in paragraph B above, naming Town and District as additional insureds. Town shall further require the prime contractor constructing the MACC to obtain builder's risk insurance with a coverage limit not less than the construction cost listed in Town's contract with the prime contractor, naming Town and District as additional insureds.

E. Town may increase the policy limits of all policies of insurance required hereunder in Town's sole discretion.

**8. Damage to MACC.**

A. In the event of damage to the MACC from fire or other insurable loss, Town shall apply all available insurance proceeds to repair or restore the MACC. If repair or restoration is prohibited or infeasible pursuant to existing laws, either Party may terminate this Agreement by providing notice to the other Party.

B. If the cost of restoration or repair exceeds the amount of available insurance proceeds, a Party may give notice to the other Party of its intent to terminate this Agreement within 30 days of determining that the restoration cost will exceed the insurance proceeds. Upon receipt of such notice, the non-noticing Party can elect to pay the difference between the available insurance proceeds and the actual cost of restoration or repair, in which case this Agreement shall not terminate.

**9. Alterations and Additions to MACC.** Town shall not make physical changes to the MACC during the term of this Agreement that preclude or prevent District from exercising its rights hereunder without District's written consent.

**10. Signage and Naming.** Town shall create and maintain a donor wall within the MACC listing significant donors to the construction of the MACC. The donor wall shall list "Eastern Sierra Community College" or such other name or entity as is designated by KCCD, as a major donor to the MACC. A portion of the theater within the MACC shall be named in such a way as to include "Eastern Sierra Community College" or such other name or entity as is designated by KCCD.

**11. Naming Rights and Donor Wall.** Town agrees that upon completion of construction, the MACC shall be named the "McCoy Arts and Cultural Center." The Town and MLF shall also

agree upon the location, design, and content of a "donor wall" within the MACC, which lists the names of individuals and entities that have made (or will make) significant financial contributions to the construction and/or operation of the MACC, including but not limited to the Town, KCCD, MLF, and the Tambour Foundation. MLF shall be solely responsible for the cost of the donor wall, including any information or displays attached thereto. For purposes of this paragraph, "donor wall" refers only to a decorative and informational fixture attached to an interior wall of the MACC, not to the interior wall itself or any other structural component of the MACC.

**12. Termination.** Except as expressly provided herein, a Party may terminate this Agreement prior to its expiration only: (i) upon the mutual written consent of both Parties; (ii) upon the failure of District to provide funding as required by this Agreement; (iii) upon the failure of Town to proceed with or complete construction of the MACC following receipt of the District Contribution. In the event of a termination by District due to Town's failure to proceed with or complete construction, Town shall return any portion of the District Contribution that remains unspent as of the effective date of the termination.

**13. Default and Remedies.** In addition to the rights granted pursuant to section 12 hereinabove, and except as set forth below, either Party may exercise whatever legal and equitable rights may exist for the enforcement of this Agreement, including without limitation initiation of an action to compel specific performance of this Agreement. Notwithstanding the foregoing, neither Party shall be liable for claims for damages, including, without limitation, compensatory damages, special damages, consequential damages (including, without limitation, damages for lost profits, delay, changes in market conditions, etc.) or punitive damages, based upon any breach or default under this Agreement or any other act, error or omission by a Party. The Parties each expressly waive the defense to a specific performance action that a remedy in damages will be adequate.

**14. Notices.** Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by reputable private courier or delivery service, or given by mail or email. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the Party to receive at the following address or at such other address as the Party may from time to time direct in writing:

DISTRICT: KERN COMMUNITY COLLEGE DISTRICT
2100 Chester Avenue
Bakersfield, CA 93301

TOWN: TOWN OF MAMMOTH LAKES
Attn: Town Manager
P.O. Box 1609
Mammoth Lakes, CA 93546

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service, certified or registered,

return receipt requested. Email notices actually received by a Party shall be deemed to be given upon receipt.

**15. Waiver of Breach.** A waiver by either Party of a breach by the other Party of any covenant or condition of this Agreement shall not impair the right of the Party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either Party to insist upon strict performance of any term, covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such term, covenant, condition or right.

**16. Time of the Essence.** Time is of the essence of this Agreement.

**17. Governing Law and Venue.** This Agreement shall be governed in all respects by the laws of the State of California. The venue for any action to interpret or enforce this Agreement shall be the Mono County Superior Court.

**18. Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns.

**19. Severability.** In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction under applicable law, the remaining portions shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to affect the intent of the Parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

**20. Drafting.** The Parties agree that this Agreement is the product of joint draftsmanship and negotiation, and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous, and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting Party. As used in this Agreement, "including" or "such as" means "including without limitation" or "such as without limitation".

**21. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by electronic means) as against the Party signing such counterpart, and all of which together shall constitute one and the same instrument. An electronic or DocuSign signature to this Agreement shall have the same force and effect, for all purposes, as the original signature.

**22. Entire Agreement.** It is understood and agreed that all prior understandings and agreements, whether written or oral, between the Parties are merged into this Agreement, which alone fully and completely expresses their agreement, that neither Party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both Parties.

**23. Effect on MLF Agreement.** District represents that as of the effective date of this Agreement, District has the right to terminate the MLF Agreement pursuant to its terms, such

termination will not breach the MLF Agreement, and that District's execution of this Agreement will not place District in breach of any contractual obligation.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the Effective Date first herein written.

**DISTRICT:**

**KERN COMMUNITY COLLEGE DISTRICT,**
a political subdivision of the State of California

By: _____

Printed Name: _____

Title: _____

**TOWN:**

**TOWN OF MAMMOTH LAKES,**
a California municipal corporation

By: _____

Printed Name: _____

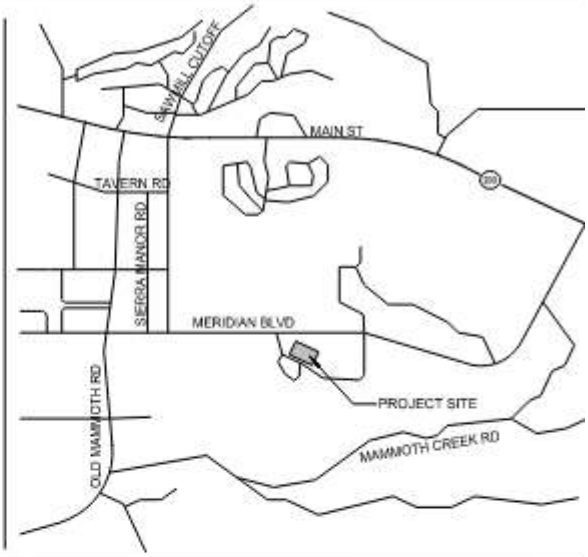
Title: _____

**EXHIBIT A**

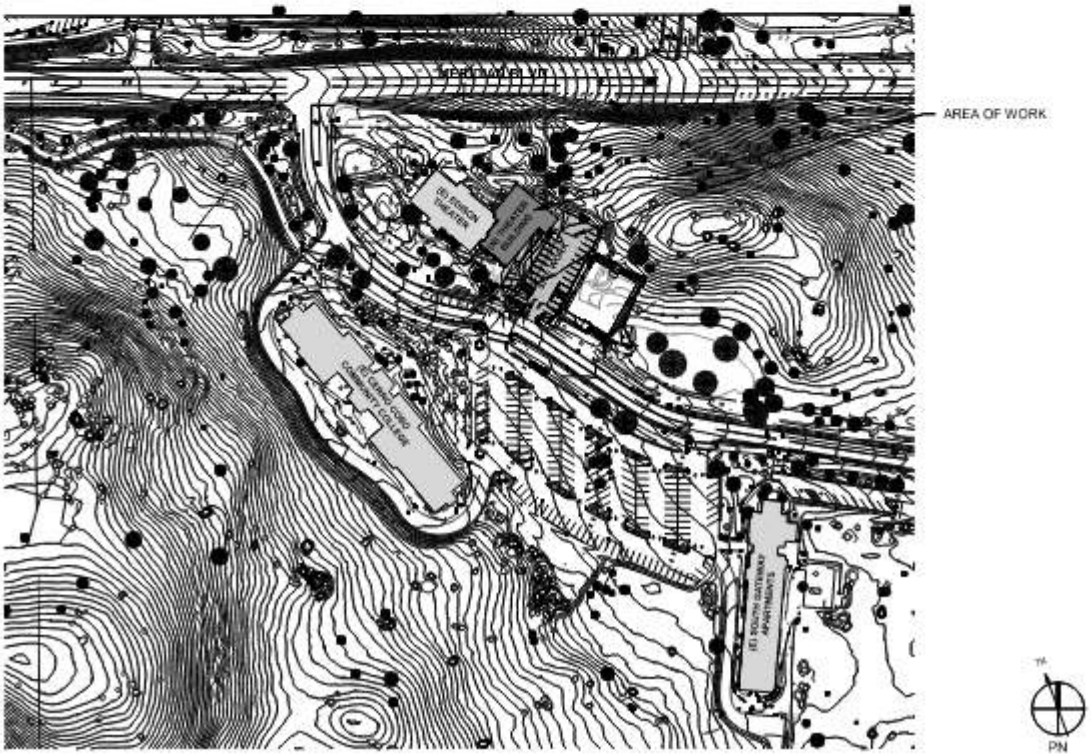
## STATE MAP

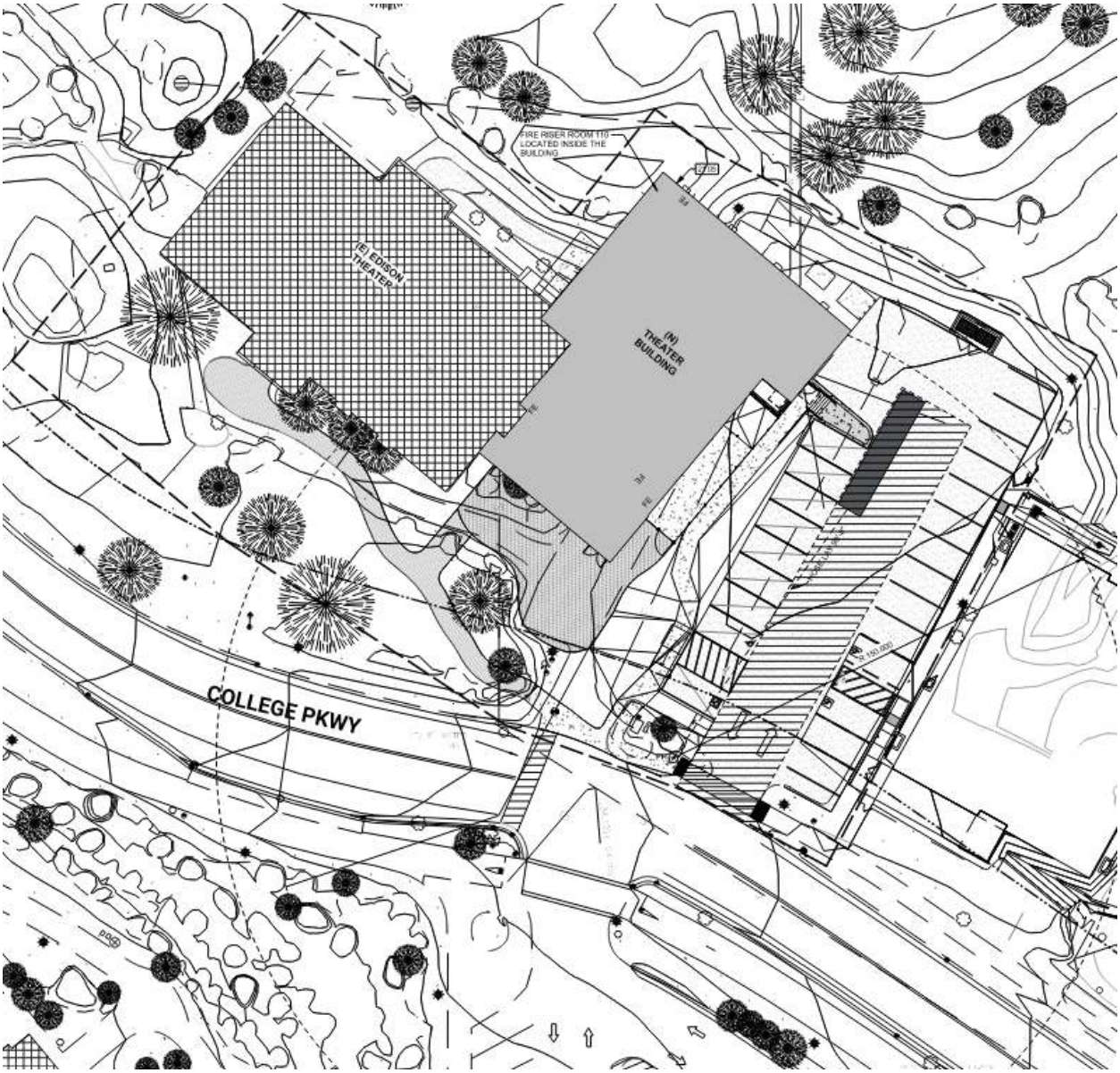



## VICINITY MAP




## OVERALL SITE PLAN




FIRE RISER ROOM 110
LOCATED INSIDE THE
BUILDING
(E) EDISON
THEATER
(N)
THEATER
BUILDING
COLLEGE PKWY

# TOWN COUNCIL STAFF REPORT

Title: Approval of Town of Mammoth Lakes and Mono County Whitmore Recreation Area Joint Operations and Maintenance Agreement

Meeting Date: April 16, 2025

Prepared by: Rob Patterson, Town Manager

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## RECOMMENDATION:

Approve Town of Mammoth Lakes and Mono County Whitmore Recreation Area Joint Operations and Maintenance Agreement ("Agreement"), subject to final legal review and approval by Mono County.

## BACKGROUND:

The Town of Mammoth Lakes and Mono County entered into a Joint Powers Agreement for the management of the Whitmore Animal Control Shelter in May 2000 and amended the agreement in October 2000 to include management of the Whitmore Recreation Facility. The Joint Powers Agreement (JPA) was again amended in 2003 to include additional facilities at Whitmore Park. The governance structure, budgeting and cost sharing provided for in the JPA has not been adhered to for the past several years. The proposed Joint Operations and Maintenance Agreement would replace the current JPA.

Town Staff have been working with the Los Angeles Department of Water and Power (LADWP) to expand the Whitmore area lease. The expanded park site was initially pursued to meet a minimum park size for grants (approx. 50 acres) including a lease of greater than 30 years. The expanded lease area will provide expanded recreational opportunities. LADWP has requested that the Mono County Animal Shelter and the Town recreational facilities be retained in a single lease. LADWP has also requested a copy of a draft operating agreement between the Town and the Mono County to proceed with the lease amendment, which will still take a considerable amount of time to finalize. The proposed Agreement satisfies this request. A draft lease is attached which includes a map showing current leased areas and requested expanded area.

## ANALYSIS:

The current management of the Whitmore Park facilities are provided by the Town. This includes programming, maintenance, and capital improvements. The Town bills the County each year for 50% of the net operating costs of park-related facilities (including Whitmore Pool). The Town fully funds capital improvements with no reimbursement from the County. Over the past couple of years this investment was approximately $595,700. The Town has not participated in the 50/50 cost share for several years for the Animal Shelter, due to lack of billing from the County and a lack of clarity of these components by current staff. As compensation for these unbilled expenses, the Town has agreed to

provide a credit of $300,000 for the County to be used against reimbursement within the first two years. Below is the schedule of maximum reimbursement to be received:

- Fiscal Year 2024/25: $0.00
- Fiscal Year 2025/26: $56,000
- Fiscal Year 2026/27: $178,000
- Each year thereafter: Cap increase of no more than 5% per year over the previous fiscal year reimbursement.

Under the JPA the operating costs and capital projects would go through a joint review process with each agency sharing 50% of the costs based on net operating costs and splitting capital costs based on bids. The County takes the lead on the Animal Control Shelter and the Town takes the lead on the recreation facilities. The County currently funds the operation and maintenance of the Animal Control shelter. The proposed agreement provides no reimbursement from the Town to the County for operation of the Animal Control Shelter.

The proposed Agreement incorporates the current net cost share of 50/50 for recreational facilities; the same as current practice. The agreement sets a maximum on the cost share amount and limits the growth in costs. This was done so the County would not see significant increases resulting from capital investment or changes in programming that could significantly impact cost allocations in any given year. The proposal eliminates the sharing of capital costs. Starting with the new lease, the Town will be charged by LADWP for water usage at Whitmore Park. The Town is proposing to pay this charge vs. putting in meters to determine the amount of water used by the Animal Control Shelter. The proposal reflects current processes and eliminates future uncertainty regarding sharing of capital costs (does not preclude doing a joint project), eliminates unplanned increases in costs and eliminates one of the parties from potentially stopping (or slowing) capital projects due to costs and/or impacts on operating budgets.

The proposed agreement establishes an operating cost share for the County beginning with FY24-25, with a maximum amount of $178,000 for the base year. The County will use their credit to cover the full cost of reimbursement for FY24-25. In the second year, FY25-26, the remaining credit will be exhausted leaving a maximum reimbursement of $56,000. The third year will retain the base $178,000 maximum reimbursement. In subsequent years, the billing amount may not increase more than 5% per year, unless justified and agreed to by the County. This provides a level of certainty and control on growth in the obligation for operating costs.

## OPTIONS ANALYSIS

Option 1: Approve Town of Mammoth Lakes and Mono County Whitmore Recreation Area Joint Operations and Maintenance Agreement ("Agreement"), subject to final legal review and approval by Mono County.

Option 2: Approve the Agreement in concept and request it be brought back to Council for final approval after being presented to Mono County for approval.

Option 3: Do not approve the proposed agreement and provide additional direction to staff to amend the agreement.

Attachment:
Draft Agreement

# Town of Mammoth Lakes and Mono County
# Whitmore Recreation Area Joint Operations and Maintenance Agreement

This Whitmore Recreation Area Joint Operations and Maintenance Agreement ("Agreement") is entered into on _____ ____, 2025 ("Effective Date"), by and between the Town of Mammoth Lakes, a municipal corporation, located at 437 Old Mammoth Road Suite 230, in Mammoth Lakes, California ("the Town"), and Mono County, California, a political subdivision of the State of California ("the County"). The Town and County are also referred to in this Agreement individually as a "Party" or collectively as the "Parties."

## RECITALS

1. The Town and County entered into a Second Amended Joint Powers Agreement (JPA) on April 16, 2003 providing for the management of: (a) Whitmore Animal Control Shelter, parking area, and adjoining area for animal use, operated by the County; and (b) the Whitmore Park facilities operated by the Town, which include a picnic area, restroom/maintenance building, concession stand, baseball field, two softball fields, a nine lane running track, soccer/football turf sports field, large parking lot, irrigation pump room, 25m swimming pool, small wading pool, pool support building (pump room, offices and changing rooms), smaller pump room and small storage building and parking lot ("Park Facilities"). The Whitmore Animal Control Shelter and the Park Facilities collectively comprise the "the Whitmore Facilities" and are located adjacent to Benton Crossing Road (575 Benton Crossing Road) and near its intersection with U.S. Highway 395.

2. The Parties have not operated under the formal terms of the existing Joint Powers Authority (JPA) for at least the previous ten (10) years and wish to enter into this Agreement to supersede the JPA and better reflect the respective obligations of the Parties.

3. The Whitmore Facilities are located on lands owned by the City of Los Angeles and under the control and management of the Los Angeles Department of Water and Power ("LADWP"), which has leased the lands to the Town for public "recreation uses" as per two separate Business Leases. Business Lease No. 1423 is for a term of 30 years and is set to expire on February 28, 2042. LADWP Business Lease No. 1093 incorporates the use of the Whitmore Pool that expired.

4. The Town is pursuing a new, expanded 50-year lease agreement with LADWP for the existing Whitmore Facilities that would incorporate Business Lease No. 1423 and Business Lease No. 1093 into a new master lease. The current site is comprised of approximately 36.99 acres. The expansion area is approximately 75.76 acres for a total of 112.75 acres for existing and future park related facilities including the Mono County Animal Control Shelter. Attachment A includes a map of the existing and proposed lease areas, and the Town agrees to pursue a single lease agreement with LADWP for all uses at the Whitmore Facilities.

5. The Town has continued to invest substantial resources in the maintenance of the Park Facilities and in new and/or replacement of capital improvements to the Whitmore

Facilities to the benefit of the Town and County residents and visitors.

6. The County has continued to invest substantial resources in, and has continued to maintain and operate the Animal Control Shelter to the benefit of the County and Town residents and visitors.

7. The Town and County have continued to share limited net costs for the operation of the Whitmore Facilities.

8. The Town and County desire to continue to provide current and future services, including additional capital investments located on the leased property occupied by the Whitmore Facilities.

9. The parties agree that this Agreement is the appropriate mechanism to continue to provide services to County and Town residents and the broader region in a cost-effective manner, reflective of current operations and regular maintenance and the sharing of the net costs of the Whitmore Facilities as provided for in this Agreement.

10. Each party may continue to individually or in cooperation with each other construct new capital public facilities or infrastructure in accordance with the LADWP lease(s) and to provide for major maintence of facilities.

11. The Parties agree that this new Agreement will govern the capital investments, operations, and management of public services provided through current and future Whitmore Facilities and will replace and supersede the Second Amended Joint Powers Agreement between the Parties.

## TERMS AND CONDITIONS

**Section 1:** **Purpose.** The purpose of this agreement is to enable the parties to effectively operate and maintain current and future facilities located at the Whitmore Facilities and to work together on any mutually acceptable operations, programming and modifications, additions, or improvements and to define separate and shared funding responsibilities.

**Section 2:** **Term.** The term of this Agreement shall commence on the date this Agreement has been executed by both Parties and shall remain in effect for the duration of the land lease(s) with LADWP for the Whitmore Facilities, as it/they may be extended from time to time, unless terminated as provided for herein. For avoidance of doubt, this Agreement shall remain in effect with respect to such portion of the Whitmore Facilities as to which an LADWP lease remains in effect, and shall terminate only as to such portion of the Whitmore Facilities as to which the relevant LADWP lease has expired or been terminated.

**Section 3:** **Termination**. The County may terminate their participation in this Agreement by providing written notice of termination to the Town not less than 90 days in advance of the effective date of termination, provided that the County may not abandon any portion of the Whitmore Facilities without first: (a) either completing the removal of the improvements in the area to be abandoned or the transfer of ownership and responsibility for the operation and

maintenance of such facilities to another public entity with the consent of LADWP in accordance with the terms of the LADWP Lease; and (b) completing any site remediation required by LADWP. The transfer of assets and/or remediation to be completed or secured prior to termination. The Town remains responsible for complying with the LADWP Lease Terms and Conditions.

**Section 4:** **Capital Improvements by the Town.** Upon written consent and approval of the construction plans by LADWP, including any other site alterations and improvements as specified by LADWP, the Town may construct new recreational amenities and improve existing facilities at the Park Facilities, which may include but not be limited to: playing fields, parking, picnic amenities, playgrounds, trails, paved access, shelters, bleachers, support facilities, restrooms, changing rooms, multi-use buildings, storage facilities, fencing, and other related recreational facilities, replacement of current facilities, turf play and multi-purpose areas, lighting, and safety improvements. All work shall be done in accordance with the LADWP lease and applicable federal, state and local laws and regulations.

**Section 5:** **Capital Improvements by the County.** Upon written consent by the Town and approval of the construction in accordance with the LADWP lease(s), the County may construct new facilities at the Animal Control Shelter, provide additions to the Animal Control Shelter, parking, dog play areas, fencing, and other amenities to support Animal Control operations or additional related public facilities for recreational purposes or animal control services. All work shall be done in accordance with the LADWP lease(s) and applicable federal, state, and local laws and regulations.

**Section 6**. **Cooperative Capital Projects and Funding**. The parties may engage in cooperative capital improvement projects in accordance with the LADWP lease(s) to the benefit of the Town and County in providing public services. The Parties may jointly or separately pursue grant funding to assist with facility development. Unless the Parties enter into an agreement to construct a specific project as a cooperatively funded project, the Party initiating a project is responsible for the cost of planning, design, development, and construction of the project.

**Section 7.** **Environmental Review and Compliance with Applicable Law.** The Parties shall conduct environmental review of any activities they respectively undertake, including without limitation construction and operation of facilities, to the extent required by the California Environmental Quality Act ("CEQA") and in compliance with any LADWP lease terms and requirements.

**Section 8.** **Utility Services and Snow Removal.**

A. The Town shall be solely responsible for arranging for and paying for utility service and snow removal service on the leased site to be provided to the Park Facilities and any additional Facilities constructed pursuant to Section 4, and for paying water use fees charged by LADWP.

B. The County shall be solely responsible for arranging for and paying for utility service and snow removal service on the leased site to be provided to the Animal Control Shelter and any additional Facilities constructed pursuant to Section 5, excluding water use fees charged by LADWP.

C. The parties may agree to cooperatively arrange for and pay for snow removal services on a case-by-case basis based on the effective use of the Parties' respective resources.

**Section 9. Operating and Maintenance Shared Expenses**.

A. Annual maintenance and operating expenses (referred to as "operating costs") for the Park Facilities include, but are not limited to salaries, temporary wages, employee benefits and expenses, maintenance and recreation supplies, garage vehicle services, contractual services, memberships and dues, training and education, advertising and legal notices, printing and reproductions, parks, pool, grounds and building maintenance, facility lease, taxes and fees, replacement costs of computer hardware and machinery and equipment. The Town shall make the payments for all maintenance and operating costs and the County shall reimburse the Town for no more than fifty percent (50%) of actual net costs (minus Park Facility revenues) within forty-five (45) days from receipt of the annual invoice from the Town. The base year for allocation of shared costs is Fiscal Year 2022-23 with a maximum amount of $178,000 for the base year. The County shall not be responsible for increases of more than five percent (5%) in any subsequent year without additional justification and written approval by Mono County. The Town will invoice the County annually at the close of the fiscal year for the County's fifty percent (50%) share of annual operating and maintenance costs minus Park Facility revenues as outlined herein.

B. The agreed upon Mono County reimbursable expenses paid to the Town are as follows:
   a. Fiscal Year 2024/25: $0.00
   b. Fiscal Year 2025/26: $56,000
   c. Fiscal Year 2026/27: $178,000
   d. Each year thereafter: Cap increase of no more than 5% per year over the previous fiscal year reimbursement.

C. In lieu of the allocation of costs for public utilities and capital costs for new or enhanced Park Facilities, the County will provide for all the operational and maintenance costs of the Mono County Animal Control Shelter.

**Section 10. Town as Lead Agency and Coordination with Mono County.**

A. As the primary lease holder and operator of the majority of the Whitmore Facilities, the Town will be the lead agency regarding the overall operations and maintenance and future investments and coordination with LADWP. The County will control the Animal Control Shelter operations and any expansion as well be the lead agency for CEQA or other work on the sites depicted in Attachment A that falls under local government authority as the sites are located outside of the Town of Mammoth Lakes.

B. Town shall have the right to operate the Park Facilities and will be the lead agency for management of the Park Facilities and shall operate the Park Facilities for the purposes for which they were constructed, and for reasonably similar recreation purposes. The Town Parks and Recreation Director or designee shall notify the Mono County Public Works Director or designee of any new use or change to an existing use of the Park Facilities.

C. The hours of operation of the Park Facilities and the terms and conditions of their use by the public shall be determined by the Town.

D. Town shall provide regular maintenance and on-going repairs to the Park Facilities in order to keep them in a satisfactory condition for use by the public.

E. Levels of maintenance and staffing will be determined by the Town and the annual operating plan for the Park Facilities shall be presented by to the Mono County Public Works Director or designee for review by May 1st of each year, if so requested by the County. Adjustments to the plan and joint approval shall occur prior to May 31st of each year.

F. The Town Parks and Recreation Director or designee and the Mono County Public Works Director or designee shall meet upon request on an annual basis to discuss the overall operations of the Park Facilities, discuss planned maintenance or proposed improvements to the Park Facilities.

G. The Town Parks and Recreation Director or designee shall provide an annual written Park Facilities report by October 1st of each year to the Mono County Public Works Director or designee, if so, requested by the County. The report shall include reservations for the Park Facilities, uses of the Park Facilities, revenue received from Park Facilities operations and the annual operating costs incurred by the Town maintaining the Park Facilities.

**Section 11. Insurance.** The Town and the County shall each maintain such coverage as they determine is appropriate with respect to their obligations hereunder, which may be provided through participation in a joint powers self-insurance pool. Upon request of either Party, the other Party shall provide evidence of such coverage.

**Section 12. Indemnification.** Neither the Town nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the County shall fully defend, indemnify and save harmless the Town, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the County under or in connection with any work, activity or jurisdiction delegated to the County under this Agreement.

Neither the County nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Town under or in connection with any work, activity or jurisdiction delegated to the Town under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the Town shall fully defend, indemnify and save harmless the County, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted

to be done by the Town under or in connection with any work, authority or jurisdiction delegated to the Town under this Agreement.

**Section 13** **Notice.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice or (ii) if mailed, three (3) business days after the date of posting by the United States post office.

| | |
|---|---|
| To the Town: | Town of Mammoth Lakes<br>P.O. Box 1609<br>Mammoth Lakes, CA 93546<br>Attn: Town Manager |
| To the County | Mono County<br>P.O. Box 511<br>Bridgeport, CA 93517<br>Attn: County Administrative Officer |

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent.

**Section 14.** **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute the same instrument.

**Section 15.** **Captions.** Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

**Section 16.** **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

**Section 17.** **Amendments.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

**Section 18.** **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the Mono County Superior Court.

**Section 19.** **Authority to Execute Agreement.** The County and the Town warrant that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each Party for whom they sign to perform as provided herein.

**Section 20. Incorporation of Recitals and Exhibits.** All of the Recitals and Exhibits to this Agreement are incorporated by reference as though fully set forth in this Agreement.

**Section 21. Entire Agreement.** This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the Town and County as to its subject matter. No subsequent agreement, representation, or promise made by either Party, or by or to any employees, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Parties to be bound thereby.

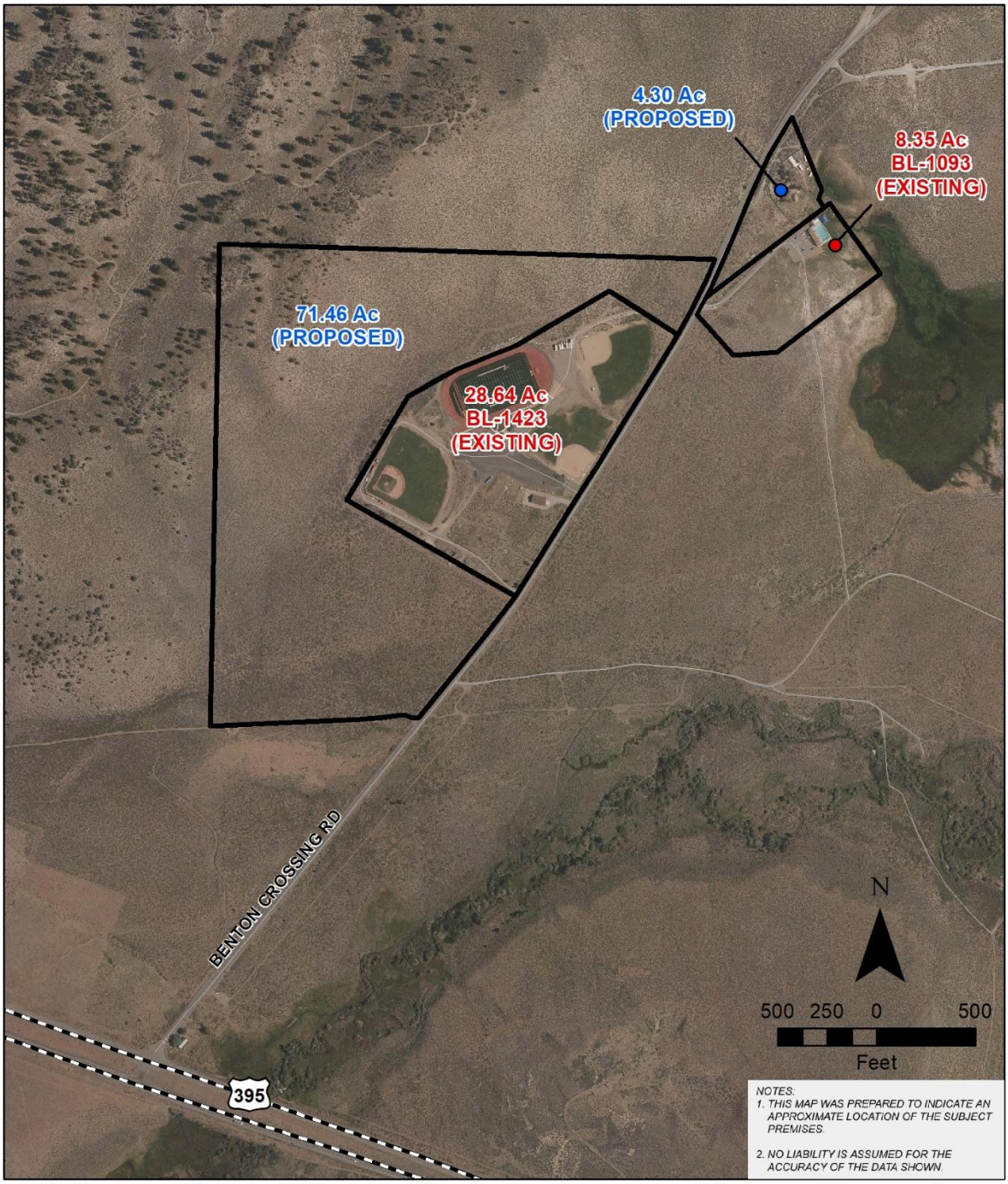
IN WITNESS WHEREOF, the Parties executed this Agreement to be effective on the Effective Date.

| | |
|---|---|
| TOWN<br>Town of Mammoth Lakes, a municipal corporation | COUNTY<br>Mono County, a political subdivision of the State of California |
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: Town Manager | Title: _____ |
| Date:_____ | Date: _____ |

Approved as to Form:

| | |
|---|---|
| _____<br>Andrew Morris<br>Town Attorney | _____<br>Christopher Beck<br>County Counsel |

**EXHIBIT A (Updated by LADWP)**
**Map of Whitmore Recreation Area**




Whitmore Track & Sports Complex Proposed Lease Expansion

| | | |
|---|---|---|
| Existing Business Lease Acreage: | 36.99 Ac | (28.64 Ac + 8.35 Ac) |
| Proposed Expansion: | 75.76 Ac | (71.46 Ac + 4.30 Ac) |
| Proposed Total: | 112.75 Ac | |

2-2024, TGL

# TOWN COUNCIL STAFF REPORT

Title: Initial review of Town planning efforts and introduction of the Parks and Recreation Master Planning process.

Meeting Date: April 16, 2025

Prepared by: Stuart Brown, Parks and Recreation Director
Nolan Bobroff, Community and Economic Development Director
Haislip Hayes, PE Public Works Director

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## RECOMMENDATION:

Discuss the strategy for updating and prioritizing Town-wide plans, direct the Town Manager to publish the Parks and Recreation Master Plan Update (PRMP) Request for Proposal (RFP), and provide direction to form a Brown Act Advisory Committee that will function as the Town Council's advisory body for the development of the Parks and Recreation Master Plan update.

## BACKGROUND:

The Town Council recently adopted strategic priorities to guide the Town through the next year and beyond, which included conducting a comprehensive review and prioritization of all plans and implementation efforts throughout the organization. Staff have begun an initial review of the Town's planning work and catalogued the relevant documents in Attachment A – Planning Matrix.

Several themes began to appear as a result of the comprehensive review.

- There are several standalone planning documents that need to be incorporated into larger guiding documents.
- There are adopted and accepted planning efforts that are either no longer valid, are outdated, or are irrelevant.
- There are independent documents necessary for certain operations.
- A few documents need updates as the identified work plan items have been completed.
- Some documents are required to be updated on a regular basis by law.
- Some plans, despite being old, are still relevant and do not need updating.

In 2007, the Town completed a comprehensive General Plan revision. In the following years, numerous planning efforts in support of the General Plan were completed. While these efforts provided appropriate guidance at the time, this top-down approach to planning ultimately resulted in a somewhat fragmented series of documents. Staff are proposing a bottom-up approach to revising the Town's plans with the General Plan being the last document updated. This will allow the General Plan to better represent the action items, tasks and guidance generated from the supporting documents.

## ANALYSIS:

A comprehensive review of the existing planning work began with a catalog of existing documents. This analysis was organized for review by simply categorizing the types of documents. Each plan was assigned a category and was reviewed for relevance, life cycle, status, and goals for the plan, as well as specifics such as when it was adopted and any legal requirements. This review and cataloging work are ongoing and may change over time as updates to other plans are completed. An additional detailed review of these older plans is necessary to better understand the intent, ideas, and concepts each plan generated, with the understanding that these details will be necessary for incorporation into larger guiding documents. Staff envision a dynamic multi-year process to update the core plans.

To move this effort forward, staff are proposing a framework for updates rather than a rigid schedule. Planning efforts take time to develop and complete. Staff anticipate significant public engagement activities for all the plans. The political landscape is ever changing, and our responsibilities and needs must adapt with policies outside of the control of the Town. This may require us to evaluate plans out of sequence along the way. The proposed framework has four tracks that can occur at the same time. The planning efforts within each track may be dependent on each other but can be independent of other tracks.

- Track 1: **Emergency Operations and Preparedness** Community Wildfire Protection Plan (CWPP), Local Hazard Mitigation Plan (LHMP), Climate Action/Adaptation Plan, Safety)
- Track 2: **Town Infrastructure** begins with land use of Town owned/controlled sites (housing and parks and recreation) which informs connectivity (transit, mobility, trails)
- Track 3: **Economic Development** (Economy, Marketing, Arts, CEDS)
- Track 4: **Regulatory** (Land Use, Community Design, District Character, Resource Management and Conservation, Noise)

Once the tracks are further refined, prioritized and completed, the Town can move forward with the General Plan Update and incorporate these efforts into a comprehensive plan. Additionally, as plans are revised, Staff recommend formally retiring older and superseded plans and incorporating the relevant parts of the plans into the revised documents. This should help to limit confusion in future years as to the validity of older Town plans.

Work on Track 1 is well underway with the Local Hazard Mitigation Plan being developed by a consultant hired by Mono County. The effort is funded fully by grants from CALOES and FEMA. Staff and community partners (i.e., MLFPD, MCWD, USFS) are deeply involved in the development of this plan which is expected to be completed by the end of the year. Work is just starting on the CWPP and Staff is discussing how a Climate Action/Adaptation Plan could be developed.

Regarding Track 2, Staff believe the foundation of a bottom-up approach needs to begin with land use planning that is focused on land that the Town can control. The foundation of this effort will be planning for the limited amount of vacant property the Town has to

work with. These parcels are generally set aside for housing and recreation (OS). Understanding the community's desires for development of these lands will help to inform the needed connectivity. This will be key for developing the next iteration of the Mobility Element which needs to incorporate several existing planning efforts that are directly tied to municipal and private development.

Work on the elements in Tracks 3 and 4 can occur at any point in the revision process. These plans generally stand alone and provide guidance and establish the regulatory framework in the General Plan. Staff are evaluating when this work could occur, but it is not expected to occur in the near term. The larger efforts in Track 2 will take precedence on Staff resources and time.

At this time, staff are recommending the Parks and Recreation Master Plan Update as the first of the Track 2 plans to be initiated and approved. An overview of the parks and recreation master planning efforts is outlined in detail and sequence below.

**Parks and Recreation Master Plan Development**

At the regular meeting of the Parks and Recreation Commission on April 2, 2024, staff presented a summary and update of recommended tasks, programs and proposed recreation amenities as outlined in the Parks and Recreation Master Plan published in 2008 and adopted by Town Council on February 1, 2012. The Plan outlined the vision, goals, and tasks for enhancing parks and recreation for Mammoth Lakes through 2025.

At that time, Town staff recommended the development of a new Parks and Recreation Master Plan that included updated goals and policies, an analysis of the supply, demand and needs for parks and recreation facilities and services within and surrounding the Town of Mammoth Lakes that articulate a clear vision and "roadmap" over the next 10-15 years or longer. The plan would also incorporate conceptual site plans for the Whitmore Recreation Area, Community Center and the Bell-Shaped Parcel.

This recommendation was affirmed by the Commission on March 1, 2025, and since that time, staff have been working to develop a scope of work (Request for Proposals document) based on the Town Council allocation on March 19, 2025 of $300,000 for the implementation of the Parks and Recreation Master Plan and the implementation plan presented below for Town Council consideration.

**Analysis And Discussion:**

The Parks and Recreation Master Plan (PRMP) published in 2008 and adopted in 2012, is reaching the end of its relevancy and community-driven list of identified tasks and recommendations through 2025. Based on several public meetings, previous facility needs assessments (2001), and a comprehensive Parks and Recreation Needs Assessment Survey conducted in 2007, the plan presented six goals, provided specific level of service recommendations, and identified five primary tasks. The tasks were as follows:

A. Maintain and upgrade existing parks and recreation facilities to improve accessibility, usability, and service capacity.

B. Complete construction of recreation-related projects already underway.
C. Expand partnerships with public agencies, private organizations, and businesses to share resources in providing facilities and programs.
D. Design additional park improvements and recreation facilities to meet recreation needs in all seasons
E. Ensure that the Town's parks and recreation facilities will become part of an integrated system that encompasses parks, activity centers, trails, and access to public lands around Mammoth Lakes.

Tremendous progress has been made delivering on the recreational needs and expectations of the community these past 16 years. The majority of these goals and tasks have been completed, with some underway, while others require further analysis, funding and appropriate sites for development. The values expressed in the Parks and Recreation Master Plan continue to be relevant, along with the vision and framework to serve the recreation needs of Mammoth Lakes' residents and visitors. However, the stated goals, level of service recommendations, and primary tasks need to be realigned and reimagined to provide the necessary framework to meet the ever changing and evolving recreation needs and expectations of the community, second homeowners, seasonal workers, and visitors to Mammoth Lakes.

**Implementation Plan**
The Parks and Recreation Master Plan will be a guiding document for future development and redevelopment of the Town's system of parks, facilities, and recreation programs and services over the next 10-15 years or longer. The plan will define goals, tasks and prioritized strategies and program and amenity recommendations based on current and future funding, land use and level of service scenarios and standards.

A comprehensive master plan is expected to take 12-18+ months, depending on the desired outcomes and defined deliverables. There are several phases and tasks required to begin the process to update the Parks and Recreation Master Plan that are outlined below. Prior to the selection of the consultant and finalization of the Parks and Recreation Master Plan outcomes and deliverables, the phases below should be used only as a guide in the process to inform planning efforts.

## *Phase 1 – Preparation Phase (March – May 2025)*

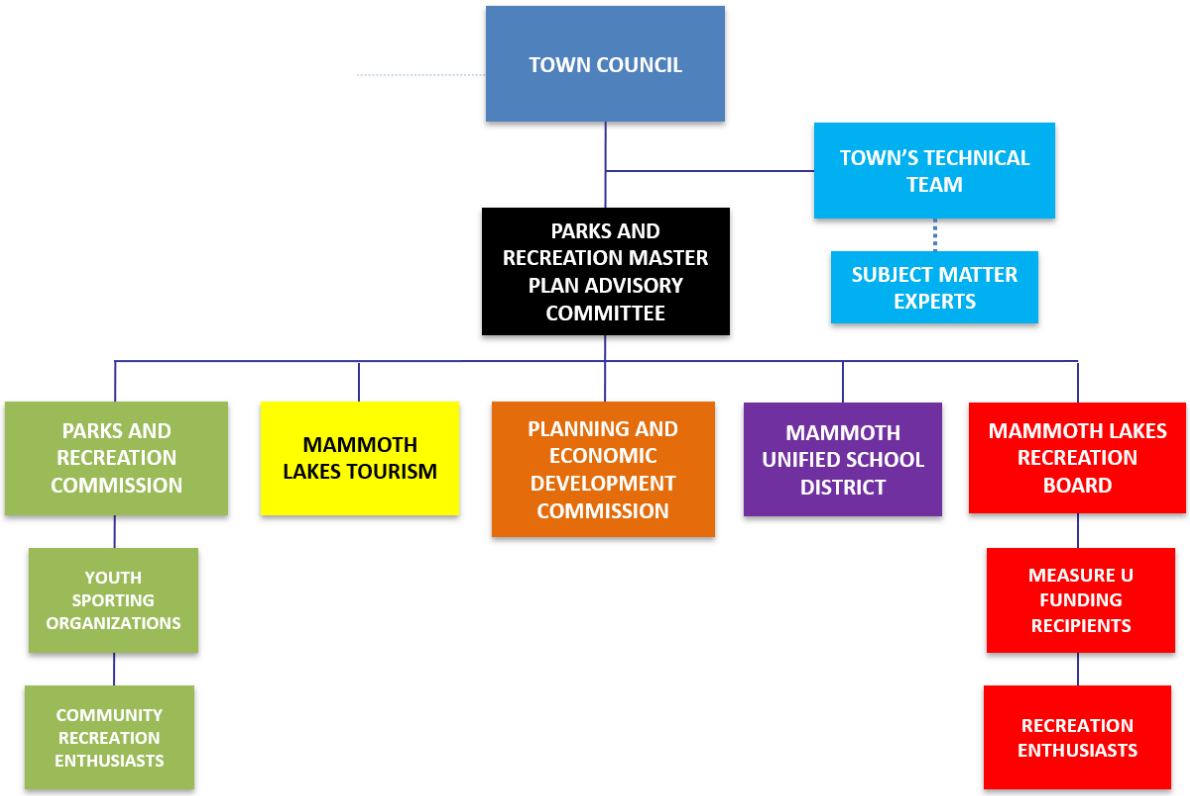
1. Establishment of the Town's Technical Team
    a. Composition: Parks and Recreation Director, Public Works Director and Community and Economic Development Director.
    b. Purpose: Manage the development of the PRMP.
    c. Responsibilities:
        i. Manage the RFP process, including the selection of the consultant.
        ii. Support and staff the PRMP Advisory Committee.
        iii. Provide technical expertise and coordinate the addition of subject matter experts as needed to support the development of the PRMP.
        iv. Provide general oversight, expertise and guidance to the consultant.

v. Support the Parks and Recreation Director as needed in the delivery of the PRMP.

~~2. Mammoth Lakes Recreation (MLR) board (3/18) and Parks and Recreation Commission (4/1) presentation of the DRAFT PRMP Implementation Plan. Includes the proposed timeline, desired outcomes and deliverables, and the proposed formation, composition and purpose of the PRMP Advisory Committee.~~

3. Town Council presentation and approval of the PRMP Implementation Plan (4/16), including the desired outcomes and defined deliverables, and direction to form a Brown Act PRMP Advisory Committee who will function as the Town Council's advisory body for the development of the Parks and Recreation Master Plan.

4. Formation of the PRMP Advisory Committee
    a. The composition of the committee is as follows and its relationship with the Town Council is illustrated below in the organizational chart.
        i. 1 x Town Councilmember + alternate (4/16)
        ii. 1 x Parks and Recreation Commissioner + alternate (6/3)
        iii. 1 x Mammoth Lakes Recreation Board member + alternate (5/13)
        iv. 1 x Planning and Economic Development Commissioner + alternate (5/14)
        v. 1 x Mammoth Unified School District representative + alternate (TBD)
        vi. 1 x Mammoth Lakes Tourism representative + alternate (5/21)
        vii. 3 x Community at Large representatives (application process – selected by Town's Technical Team.




b. Purpose: Town Council Advisory for the development, review and implementation of the PRMP's stated outcomes and deliverables.

c. Responsibilities:
   i. Provide general input, guidance and communicate their affiliated organizations recreation interests to the consultant and the Town's Technical Team.
   ii. Participate in regular (quarterly) progress reports scheduled by the Town's Technical Team. Inform their respective organizations as well as provide consensus input/recommendations from their respective organizations to the consultant.
   iii. As needed, support the consultant and Town's Technical Team in the development of the PRMP development plan (i.e. community engagement tactics, public outreach, venue locations, etc.)

## *Phase 2 – Consultant Appointment (June 2025 – August 2025)*

1. Publication and distribution of the Request for Proposals (RFP) document for the development of the Town of Mammoth Lakes Parks and Recreation Master Plan.

a. RFP published on Thursday, April 24, 2025 with selection in June by the Town's Technical Team.

2. Town Council selection (8/6) of consultant/firm and allocation of additional funding (if necessary) to develop, manage and deliver the new Parks and Recreation Master Plan.

3. Kick off meeting with the consultant and introduction of dedicated Consultant Project Team to the Town's Technical Team, PRMP Advisory Committee and the Town Council. The consultant will present an overview of the process, timeline and how it will develop a clear set of goals, tasks and level of service standards for the community's park system, green space, trails, recreation facilities and program development for the next 10-15 years, if not longer.

## *Phase 3 – Community Engagement, Data Collection and Plan Development (Sept. 2025 – Summer 2026)*

1. Consultant conducts a review of previous documents, an inventory analysis that considers the fair and equitable quantity, distribution, inclusivity, condition, cultural relevancy, connections and proximity of parks, green space, programs, recreation centers and services.

2. Consultant presents the project website and communication channels utilized for community outreach, engagement and information sharing.

3. Consultant presents the community engagement plan, tactics (activities, techniques and formats), strategies and methodology to achieve equitable, inclusive and broad community participation in the PRMP planning process.

4. Consultant presents recommendations for the review of the vision and mission statements, department goals and tasks. Includes a summary of gaps in services and/or amenities identified from extensive public outreach and the needs assessment survey.

5. Consultant presents DRAFT PRMP Master Plan that includes the following elements:

    a. Written goals, (new vision/mission statements if necessary), tasks, and recommended new/redeveloped recreation services and facilities.

    b. Financial action plan that includes an asset management plan addressing planned maintenance and on-going investment for existing and future amenities (including conceptual site plans).

c. Develop conceptual site plans for the following:
    i. Whitmore Recreation Area
    ii. Bell Shaped Parcel
    iii. Community Center Park

d. Summary of existing conditions, inventories and utilization metrics, population demographics and outcome metrics. Includes charts, graphs, maps and other data as needed.

e. Presentation of Level of Service standards for the life of the plan (approx. 15-20 years). Should include year-round residents, second homeowners, and seasonal worker populations.

6. Environmental review (CEQA) of the draft Parks and Recreation Master Plan.

## *Phase 4 – Approval and Public Presentation Phase (Fall 2026)*

1. Town Council approval of a Resolution for a General Plan amendment adopting the Parks and Recreation Master Plan and amending the Parks, Recreation, and Open Space Element of the Town's General Plan.

2. Consultant and/or Town's Technical Team presents the new Parks and Recreation Master Plan to the public, the Parks and Recreation Commission, Mammoth Lakes Recreation Board, Mammoth Lakes Tourism Board, Mammoth Unified School District Board and the Planning and Economic Development Commission.

## *Phase 5 – Implementation Phase (Fall/Winter 2026/27)*

1. Town's Technical Team drafts and presents the phased implementation plan to the PRMP Advisory Committee and Town Council for review and approval.

2. Town's Technical Team and assigned staff begin implementation of the community-driven and validated goals, tasks and plan objectives, including the revision of the Capital Improvement Plan (CIP) as necessary.

| Plan | Category | Date Adopted / Accepted / Completed | Original plan Year | Lifecycle | Required update | Status |
|---|---|---|---|---|---|---|
| | | | | | | |
| Airport Layout Plan(ALP) | Airport | 2/13/2023 | | 5-10 Years | 2030 | |
| Airport Strategic Plan 2025-2030 | Airport | | New | | | Currently being updated |
| Eastern Sierra Air Service Strategic Plan | Airport | Nov. 2017 | | | | |
| Aviation Activity Forecast | Airport | 4/13/2017 | | 10 Years | 2028 | |
| Terminal Area Development Plan (TADP) | Airport | 5/24/2017 | | | | |
| Snow and Ice Control Plan | Airport | 9/1/2016 | | | | |
| Pavement Maintenance Management Plan (PMMP) | Airport | Dec. 2014 | | 5-10 Years | 2024 | Currently being updated |
| Wildlife Hazard Mitigation Plan (WHMP) | Airport | Sept. 2015 | | As changing circumstances merit | | |
| Airport Master Plan (AMP) | Airport | | | 7-10 years or as local aviation conditions change | 2030 | |
| Mono County Airport Land Use Plan (ALUP) | Airport | 1986 | | | | |
| Spill Prevention, Control, and Countermeasure Plan | Airport | Oct. 2009 | Mar. 2002 | | | |
| Industrial Stormwater Pollution Prevention Plan | Airport | Oct. 2009 | Sept. 2006 | | | |
| Airport Certification Manual (ACM) | Airport | 2020 | Dec. 2004 | As changing circumstances merit | 2025 | |
| Airport Emergency Plan (AEP) | Airport | | | As changing circumstances merit | 2025 | |
| Noise Abatement Procedure | Airport | | | | | |
| | | | | | | |
| Community and Economic Development Strategy (CEDS) | Econ | 12/15/2021 | 2009 | 3 years | 2024 | 3 year strategy update in 2024? |
| Destination Resort Community and Economic Development Strategy (DRCEDS) | Econ | Dec, 2021 | | | | |
| | | | | | | |
| General Plan | GP | 8/15/2007 | | | | |
| General Plan Noise Element | GP | 1997 | | | | |
| Climate Adaptation and Resiliency Strategies | GP | 2020 | | | | |
| General Plan Safety Element | GP | 2020 | | | | |
| | | | | | | |
| Air Quality Management Plan (AQMP) 2nd 10-year Maintenance Plan | Hazard | 2023 | 2015 | 10 years | 2035 | |
| Hazard Mitigation Plan | Hazard | 2018 | | | | Currently being updated by Mono Co |
| Community Wildfire Protection Plan | Hazard | 2019 | | | | Currently being updated |
| | | | | | | |
| General Plan Housing Element | Housing | 8/7/2019 | | 8 years | 2027 | |
| Housing Needs Assessment | Housing | Dec, 2017 | 2017 | | | Currently being updated |
| Community Housing Action Plan (CHAP) | Housing | Dec, 2017 | 2017 | | | |
| | | | | | | |
| Neighborhood District Planning | Land Use | Various | | | | |
| Downtown Revitalization Action Plan | Land Use | 12/20/2017 | | | | |
| Master and Speciifc Plans (NVSP, Juniper, CSP, Snowcreek, etc) | Land Use | Various | | | | |
| | | | | | | |
| Mobility Element | Mobility | 12/7/2016 | 2011 | | | |
| Pedestrian Master Plan | Mobility | 4/16/2014 | | | | |
| General Bikeway Plan | Mobility | 4/16/2014 | | | | |
| Sidewalk Master Plan | Mobility | 7/23/2003 | 1997 | | | Replaced by Pedestrian Master Plan |
| Municipal Wayfinding and Community Messaging Master Plan | Mobility | 2012 | | | | |
| Mobility Hub Study | Mobility | 4/2/2022 | | | | |
| Main Street Plan | Mobility | 2014 | | | | |
| Walk Bike Ride - Action Plan | Mobility | 3/1/2017 | | | | |
| Snow Management Policy | Mobility | 3/19/2025 | 1993 | | | |
| Parking District Analysis | Mobility | 7/2/2014 | | | | |
| Parking Study | Mobility | 2005 | 2000 | | | |
| TOML Traffic Model / VMT | Mobility | 12/2/2020 | | | | |
| Townwide Traffic Study | Mobility | 2014 | | | | |
| Traffic Management Plan | Mobility | 2011 | | | | |
| | | | | | | |
| Parks and Recreation Master Plan | Parks | 2/1/2012 | | | | |
| | | | | | | |
| Stormwater Master Plan | Stormwater | 2015 | | | | |
| Stormwater Resource Plan | Stormwater | 2018 | | | | |
| Strom Drain Master Plan | Stormwater | 2005 | 1984 | | | |
| | | | | | | |
| Trail System Master Plan | Trails | 10/19/2011 | 1991 | | | |
| Sherwin Area Recreation Master Plan | Trails | 2009 | | | | |
| | | | | | | |
| Fixed Route Transit Plan | Transit | 2002 | | | | |
| Transit Plan | Transit | 2004 | | | | |
| Short Range Transit Plan | Transit | 2022 | | | | Completed by ESTA |
| | | | | | | |
| ADA Transition Plan | MISC | 2021 | 2014 | Regularly Updated | | |
| 24/25 CIP | Misc | 2024 | | 1 year | 2025 | |
| Town Standards | MISC | 5/7/2014 | | | | |

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.