



Town Council Agenda

Wednesday, March 6, 2024, 4:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Town Council:

Mayor Bill Sauser, Mayor Pro Tem Chris Bubser, Councilmember Sarah Rea,
Councilmember Amanda Rice, 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/j/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

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

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS

The Public Comment portion of the agenda provides the public with an opportunity to address the Town Council on matters not otherwise listed on the agenda. Under California law the Town Council is prohibited from generally discussing or taking action on items not included in the agenda; however, the Town Council may briefly respond to comments or questions from members of the public. Therefore, the Town Council will listen to all public comment, but will not generally discuss the matter or take action on it. Requests for service from the Town may also be made at the Town offices during regular business hours. Members of the public desiring to speak on a matter appearing on the agenda should ask the Mayor for the opportunity to be heard when the item comes up for Council consideration.

4. ADDITIONS TO THE AGENDA

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

5. INTRODUCTIONS

5.1 Introduce and swear in new Mammoth Lakes Police Department Sergeant Wes Hoskin.

6. WORKSHOP

6.1 Joint workshop with the Parks and Recreation Commission.

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

7.1 Did you Know? Styrofoam Ban.

7.2 March 2024 Public Works Engineering CIP Update.

7.3 March 2024 Office of Outdoor Recreation Update.

8. CONSENT AGENDA

8.1 Approve the minutes of the regular meeting of February 21, 2024.

8.2 Authorize the Town Manager to execute an Agreement with Ms. Luna Tello (Contractor) for the operation of a Food Truck at the Community Recreation Center, subject to final legal review and approval by the Contractor.

8.3 Award contract for the S.H.A.R.P. Trailhead Facilities Project to Spiess Construction Co., Inc.

8.4 Accept Check Register 2/22/24 in the amount of \$661,292.92. Accept Check Register 2/28/24 in the amount of \$212,616.98.

9. POLICY MATTERS

9.1 Waive the reading and introduce by title only the ordinance amending Municipal Code Chapter 3.12 – Transient Occupancy Tax and 5.40 Transient Rental of Residential Units.

9.2 Waive the reading and introduce by title only the ordinance to terminate the moratorium on the issuance of Short-Term Rental Certificates.

9.3 Appointment of Town Council Representative to the Mono County Local Transportation Commission.

10. COUNCILMEMBER REPORTS

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

11. CLOSED SESSION

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

12. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

13. ADJOURNMENT

The Town Council will adjourn to a regular meeting to be held on Wednesday, March 20, 2024 at 4:00 p.m.

Mammoth Lakes Town Council Agenda Action Sheet

Title: Town Council & Parks and Recreation Commission Joint Workshop

Council Meeting Date: 3/6/2024

Prepared by: Stuart Brown, Parks and Recreation Director

Recommended Motion: Participate in a joint workshop with the Parks and Recreation Commission.

Summary: The Parks and Recreation Commission last met with the Town Council on May 19, 2021. The purpose of these joint workshops is to review the alignment of Town Council strategies with those of the Parks and Recreation Department.

Discussion items also include any projects, items, or activities that the advisory body is currently working on or has been directed by Town Council to complete, such as the development of the programming for the new Community Recreation Center (CRC).

On February 6, 2024, the Parks and Recreation Commission finalized the agenda that includes Strategic Priorities identified in the 2024 Parks and Recreation Department 2024 Strategic Priorities and Key Objectives Statement along with the most relevant, impactful, and actionable topics specific to community recreation.



**Town Council & Parks and Recreation Commission
Joint Workshop Agenda
March 6, 2024**

1. Introductions and review of agenda

2. Present and discuss the Parks and Recreation Department 2024 Strategic Priorities and Key Objectives Statement

a. Maintain and Enhance the Town's Recreation Infrastructure

- i. Complete Phase 2 "Interior Improvements" of the Community Recreation Center (CRC): (1) *LA Kings Ice at Mammoth Lakes*, (2) *Mammoth RecZone*.
- ii. Lead and/or support efforts to provide multi-purpose, year-round, indoor and outdoor recreation amenities in Mammoth Lakes. CIP projects include:
 - Community Dog Park
 - Park at the Parcel
 - MACC/Edison Theatre and Outdoor Amphitheater
 - Community Bike Park/Pump track
 - Mammoth Creek Park West area, incorporating a natural bouldering area.
- iii. Enhance recreation infrastructure to improve user safety, improve operations, and overall guest experience:
 - Deferred Maintenance/Park Improvement Program

b. Deliver High-Quality, Innovative and Affordable Recreation Programming

- i. Determine plan to revise, amend or develop a new Parks and Recreation Master Plan/Trail System Master Plan that includes updated goals and policies, including an analysis of the supply, demand and needs for park and recreation facilities and services within and surrounding the Town of Mammoth Lakes.

3. Coordination with Mammoth Lakes Recreation

- a. Community Projects/Programming
 - i. Opportunities for shared advocacy
 - ii. Opportunities for community engagement
 - iii. Youth Sports Funding – shared funding timeline
- b. Discussion on the role that MLR can play in supporting the mission and strategic priorities and key objectives of the Parks and Recreation Department and the advancement of community recreation.

4. Other discussion items

5. Wrap-up

PARKS AND RECREATION: An Essential Component of Our Community!

The fundamental purpose of the Parks and Recreation Department is to deliver residents and visitors with high-quality recreation facilities and diverse programming that promotes excitement, individual expression, exploration, pleasure, challenge and accomplishment for an improved quality of life.

Vision: *"To be the best alpine recreation community in the country."*

Mission: *"To provide multi-purpose, year-round, indoor and outdoor recreation opportunities accessible to all residents and visitors."*

Tag Line: *All Recreation – All the Time!*

Strategic Initiatives (pillars):

1. **Excellence:** We are committed to continually improve the delivery of our community programs and facilities by holding each other accountable to the high standards of excellence our departmental culture expects and demands.
2. **Teamwork:** We value our employees and the power of a team culture aligned with a single vision and unifying purpose by communicating, connecting, collaborating, committing and celebrating with each other to achieve extraordinary results.
3. **Sustainability:** We help to protect and preserve our natural, developed and finite resources by implementing sustainable best practices in our programs, parks, pools, fields and facilities.
4. **Health, Safety and Social Equity:** We build stronger, healthier and happier communities by promoting health, wellness and physical activity and work to ensure our parks, programs, and facilities are safe and inclusive for all people.

Parks and Recreation Department 2024 Strategic Priorities and Key Objectives

Strategic Priority: *Maintain and Enhance the Town's Recreation Infrastructure*

- Complete Phase 2 "Interior Improvements" of the Community Recreation Center (CRC): (1) *LA Kings Ice at Mammoth Lakes*, (2) *Mammoth RecZone*.
- Lead and/or support efforts to provide multi-purpose, year-round, indoor and outdoor recreation amenities in Mammoth Lakes. CIP projects include: (1) Community Dog Park, (2) Park at the Parcel, (3) MACC/Edison Theatre and Outdoor Amphitheater, (4) Bike Park/pump track, and (5) Mammoth Creek Park West area, incorporating a natural bouldering area.
- Enhance recreation infrastructure to improve user safety, improve operations, and overall guest experience: (1) Maintenance Best and NEXT practices, (2) Deferred Maintenance/Park Improvement Program, (3) Amenities Enhancement Program.

Strategic Priority: *Deliver High-Quality, Innovative and Affordable Recreation Programming*

- Determine plan to revise, amend or develop new Parks and Recreation Master Plan/Trail System Master Plan that includes updated goals and policies, including an analysis of the supply, demand and needs for park and recreation facilities and services within and surrounding the Town of Mammoth Lakes.
- Develop and deliver Core Program Areas aligned with the resource capacity and capabilities of the Department: (1) Youth/Teen camps and programs, (2) CRC programs, (3) Adult activities, (4) Facility operations/maintenance, and (5) Community events.
- Provide enhanced recreation programming by partnering with local organizations, fund local non-profit youth sporting groups (YSF), hire skilled instructors, or contract with recreation entities.

Strategic Priority: *Strengthen Organizational Systems, Structures and Operations*

- Continually improve the delivery of Core Program Areas by, (a) constantly measuring performance, (b) utilize evidence-based data, and (c) maximize the efficiency of internal operational procedures.
- Implement a Communication Plan that effectively and in a cost-effective manner, disseminates inclusive information and encourages participation in the Core Program Areas: (1) NEW Parks and Recreation Department website, (2) Recreation This Week, (3) social media, (4) Brochures, bilingual flyers, and print ads.

Strategic Priority: *Build Capacity, Teamwork and Recruit & Retain the Best*

- Build capacity by aligning positions, assigned responsibilities and desired outcomes with professional, prepared, and passionate people: (1) Workforce Development, and (2) Professional Development.
- Build a high-performing Team by integrating the 5 C's into daily operations to achieve extraordinary results: (1) Communicate, (2) Connect, (3) Collaborate, (4) Commit, and (5) Celebrate!
- Strategically recruit, retain and recognize our employees: (1) Recruitment Plan, (2) Recognition Plan.

Mammoth Lakes Town Council Agenda Action Sheet

Title: Did you Know? Styrofoam Ban

Council Meeting Date: 3/6/2024

Prepared by: Pam Kobylarz, Assistant to the Town Manager

Recommended Motion: This is an informational item only.

Summary: Each month the Town publishes a “Did you Know?” piece that highlights aspects of the Town’s programs and services that the public may not be familiar with. February’s piece focused on the Town’s Styrofoam takeout contain ban that went into effect on January 1. It was published in The Sheet, the Mammoth Times, and el Sol on the weekend of February 16, as well as being posted on the Town’s social media and website.



Mammoth Lakes
CALIFORNIA

DID YOU KNOW?



→ Did you know the Town now prohibits Styrofoam takeout foodware containers?

- Effective January 1, 2024, the Town of Mammoth Lakes prohibits takeout foodware containers made from expanded polystyrene (EPS) – commonly known as Styrofoam – pursuant to Municipal Code 8.15.020-8.15.030.
- Banned items include EPS foodware items used for containing, serving, or consuming prepared food, including cups, bowls, plates, trays, cartons, and boxes. These items are usually labeled as plastic #6.
- The ban applies to all food service providers including any restaurant, grocery store, convenience store, cafeteria, farmers market vendor, mobile food vendor, or catering operation that provides or sells prepared food or beverages on or off its premises within the Town. It also applies to hotels, motels, and bed and breakfasts that provide prepared food, regardless of whether the prepared food is complementary or available for purchase by the consumer and special event operators that require approval of a special event permit from the Town or anyone leasing a Town facility for an event.
- If you believe that complying with the EPS ban would create an undue hardship or practical difficulty for your business, you may apply for an exemption of up to one year by emailing the Town Manager's Office at pkobylarz@townofmammothlakes.ca.gov, explaining the reason(s) for your request. Any hardship exemption granted will expire on or before December 31, 2024.
- For questions, please contact Kendra Knight, Mammoth Disposal Sustainability Coordinator, at 760-934-2201.

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¿SABÍAS QUE?

→ ¿Sabía que la ciudad ahora prohíbe los envases de comida para llevar de espuma de poliestireno?

- A partir del 1 de enero de 2024, la ciudad de Mammoth Lakes prohíbe los contenedores de comida para llevar hechos de poliestireno expandido (EPS), comúnmente conocido como espuma de poliestireno, de conformidad con el Código Municipal 8.15.020-8.15.030.
- Los artículos prohibidos incluyen artículos alimentarios de EPS utilizados para contener, servir o consumir alimentos preparados, incluidos vasos, tazones, platos, bandejas, cartones y cajas. Estos artículos suelen estar etiquetados como plástico n.º 6.
- La prohibición se aplica a todos los proveedores de servicios de alimentos, incluidos cualquier restaurante, tienda de comestibles, tienda de conveniencia, cafetería, vendedor de mercado de agricultores, vendedor ambulante de alimentos u operación de catering que proporcione o venda alimentos o bebidas preparadas dentro o fuera de sus instalaciones dentro de la ciudad. También se aplica a hoteles, moteles y bed and breakfast que ofrecen alimentos preparados, independientemente de si los alimentos preparados son complementarios o están disponibles para la compra por parte del consumidor y operadores de eventos especiales que requieren la aprobación de un permiso para eventos especiales del Pueblo o de cualquier persona que alquile una instalación municipal para un evento.
- Si cree que cumplir con la prohibición de EPS crearía una carga excesiva o una dificultad práctica para su negocio, puede solicitar una exención de hasta un año enviando un correo electrónico a la Oficina del Administrador Municipal a pkobylarz@townofmammothlakes.ca.gov, explicando el motivo(s) de su solicitud. Cualquier exención por dificultades económicas otorgada expirará el 31 de diciembre de 2024 o antes.
- Si tiene preguntas, comuníquese con Kendra Knight, Coordinadora de Sostenibilidad de Mammoth Disposal, al 760-934-2201.

Mammoth Lakes Town Council Agenda Action Sheet

Title: March 2024 Public Works Engineering CIP Update

Council Meeting Date: 3/6/2024

Prepared by: Amy Callanan, Engineering Manager

Recommended Motion: None

Summary: The March 2024 CIP update includes most of the Town's active and planned construction projects. Some continuing projects are under winter suspension, some new projects have gone out to bid, and several new projects are being planned for construction this summer.

Capital Project Update

March 6, 2024 Update
(Created February 28, 2024)

***** Text shown in bold has changed from the previous update *****

Project	Notes	Budget
CRC	The CRC continues to be open and available to the public, however the contractor has many miscellaneous punchlist items to complete.	~\$15M
CRC - Mobility Hub	All site work is complete except for installation of parking lot lighting to be installed by TOML staff in the spring.	\$1.75M
CRC - Interior TI Work	Plans for interior work have been submitted for building permit, to be bid for construction later this fall or winter. Scope items include bleachers, stairs and ADA lift, rubber flooring, office space, east patio railing, and front entry “canopy” .	\$1.05M
The Parcel Phase 1	Exterior work on both buildings is substantially complete. Building B interior is nearly complete and additional work is focusing on cleanup and punchlist items. Much work continues inside Building A, with interior utility work on the first floor common area and childcare space. Both buildings now have permanent power, and commissioning of building systems (e.g. fire alarms, elevators etc) is ongoing. Completion of the childcare area may be delayed due to availability/lead times of electrical equipment. Upcoming work scheduled for this spring includes the Center St sidewalk, additional MUPs, streetlights, bus shelters, landscaping and the public playground and park.	~\$5.6M (infrastructure)
The Parcel Phase 2	Tree removal is complete. Funding for Phase 2.2 (four 3-story “tuck-under” buildings along Inyo St and Tavern Rd) has been approved. Applications for building and grading permits have been submitted and are being reviewed by staff. Funding for Phase 2.1 (one 4-story “podium” building in NE corner of site) is pending. The contractor expects to break ground this summer.	
Chaparral Extension (The Parcel)	The project is currently in winter suspension. Work will resume on underground dry utilities (electrical and telecom), sidewalks and multi-use paths in the spring.	\$1.8M
60 Joaquin	The project is currently in winter suspension. The contractor expects to finish work on the foundations once snow melts in May, and set the modular building units in site in late-May/early-June.	\$2.42M
Laurel Mountain Rd Rehab & Sidewalk	The 25-ft light poles at the intersections have been installed, and all work is now complete.	\$3.5M
Fuel Island	The fuel island is currently in service, however, the previously completed work does not meet Town specifications and will be removed and replaced in the spring (by June 15) at the contractor’s cost.	\$466K
Main Street Landscaping Phase 1	Staff continues to discuss the project with potential contractors and we hope to have additional info soon.	\$250K
OMR Beautification Phase 1	Staff continues to discuss the project with potential contractors and we hope to have additional info soon.	\$500K
Town Civic Center	The project was approved by the Advisory Design Panel (ADP), and will be brought to PEDC for Design Review approval in April. Meanwhile, the design team is working on construction drawings and specifications adequate for permit submittal and bidding. The Town continues to await results of a \$10 million grant application for construction of the EOC/Community Resiliency Center component of the project.	~\$20M + (TBD)

	Staff anticipates awarding a construction contract in mid-June. Construction on site – including grading, utilities, and building foundations - could begin as early as July 2024.	
Childcare Center (Core & Shell only)	Two bids were received, with the low bid falling within budget. Staff anticipates awarding a contract in April, pending ongoing discussions with the property owner (Mammoth Lakes Foundation) regarding the adjacent project (MACC). Construction on site could begin in early spring, with re-location of the portable units occurring in late July after the end of the school year. This project currently consists of providing a core and shell building only. The details of childcare facility operation are in progress.	\$1.65M
Dog Park	The project is currently in winter suspension. Construction of concrete curb, asphalt, and fencing will occur along with installation of the restroom and artificial turf in the spring.	\$1.1M
SHARP Trailhead Infrastructure	Two bids were received, with the low bid falling within budget. Staff intends to award a contract at the March 6 Town Council meeting. Construction on site is expected to start this spring, weather permitting.	\$1M
2024 Road & MUP Rehab	Staff is developing plans for the rehabilitation of several road and MUP segments throughout Town. Proposed treatment methods include full removal and replacement of existing failing asphalt as well as fog seals to preserve the life of pavement on many arterial and collector roads. The Town's \$1M grant application was unfortunately not successful. We anticipate releasing the project for bid in mid-March and awarding a contract in early May, with work beginning in June or July. Due to the large scope of work, the project may extend into 2026.	~\$4M
Mammoth Creek Park West (CRC)	Staff is developing plans for rehabilitation and augmentation of Mammoth Creek Park adjacent to the CRC. Scope includes installation of a picnic/performance pavilion, bouldering structure, playground wood chips, asphalt path, irrigation and grass, artificial turf, and fence repair. We expect to bid the project in early March , with the goal of completing all work prior to the Town's 40 th Anniversary celebration on Labor Day.	~\$500K (TBD)
Mammoth Arts & Cultural Center (MACC)	The design team is conducting minor re-design of the project site and connection to the existing building (the theater space is intended to remain largely the same) in order to reduce the estimated construction cost. The project will likely be brought to PEDC for Design Review approval in April , with bidding and permit submittal also occurring in April at approximately the same time as the Town Civic Center. Staff anticipates awarding a contract in mid-June and beginning construction in July.	~\$15M + (TBD)
Town Facility Painting	Staff is developing plans for exterior and interior painting of several Town facilities, with the intent of going out to bid in March and awarding a contract by May 15. Work is expected to occur this summer.	TBD
Town Fencing Repairs	Staff is developing plans for fencing repairs at a variety of Town locations, with the intent of going out to bid in March and awarding a contract by May 15. Work is expected to occur this summer.	TBD

Mammoth Lakes Town Council Agenda Action Sheet

Title: March 2024 Office of Outdoor Recreation Update

Council Meeting Date: 3/6/2024

Prepared by: Lawson Reif, Outdoor Recreation Manager

Recommended Motion: NONE

Summary:

Attached is the March 2024 Office of Outdoor Recreation (OOR) Projects update. The document highlights many (but not all) of the ongoing projects within the OOR. The OOR will be providing once a month written updates in this manner to keep the Council and public informed of the work undertaken by the Office of Outdoor Recreation.

Office of Outdoor Recreation Update

March 2024 Update
Created February 27th, 2024

PROJECT	NOTES	BUDGET/OTHER INFO
SHARP Trails	Draft Archeological report to be submitted by STANTEC in mid-March. Communication continues between STANTEC and Inyo N.F. Heritage Staff.	SNC Grant Budget: \$953,414.00
SHARP Trailhead	Have received competitive bids for trailhead construction. Selection and project logistics will be determined soon. Construction will begin in Summer 2024 (ideally mid-July).	SNC Grant Budget: \$510,596.68
Forest Service Snow Storage Location	Forest leadership relayed that the snow pit site is contaminated, and that further study and potential remediation is needed prior to the USFS considering allowing future snow storage at this site. OOR and other TOML departments are working collaboratively on alternative snow storage sites.	Costs for monitoring plan & clean-up currently unknown.
Lakes Basin Gate	In collaboration with MLT & MLR, developed a Lakes Basin Winter Parking Video to assist locals and visitors with navigating this crowded location. In conjunction with this video, deployed more signage to the area.	https://www.visitmammoth.com/blogs/how-to-visit-the-mammoth-lakes-basin-in-winter/
Shady Rest Park	Deployed new signage and associated maps to better delineate trailer turnaround and proper parking locations.	See the post on the Mammoth Lakes Trail System Facebook or Instagram.
Stewardship	2024 stewardship days established: June 1 st , July 27 th , & September 21 st , 2024.	https://lnt.org/our-work/protecting-parks/spotlights/

	<p>Leave No Trace Spotlight: In partnership with MLR, Mammoth Lakes was chosen from a nationwide process to host a 3-day on-the-ground event to build momentum around local stewardship efforts.</p>	https://lnt.org/event/leave-no-trace-spotlight-mammoth-lakes/
Summer Recreation Map	Development and dissemination of new summer recreation map in collaboration with our contractor.	Will be ready for Summer 2024. Total Cost TBD.
Grants	<p>We are still waiting for word on our \$1.5 million dollar RTP Grant which will be utilized to re-pave/widen MUPs.</p> <p>Similarly waiting on \$15,000.00 CalFire grant to fund 3 new interpretive signs along the recently logged Mammoth Creek Parcel.</p>	<p>RTP Request: \$1.5 Million</p> <p>CalFire Request: \$28,000.00</p>
Interpretation	<p>In partnership with the Whitebark Institute, developing 3 new interpretive signs to be placed on the MUPs immediately adjacent to the recently thinned Mammoth Creek Parcel. Signs will focus on Forest Health, Identification, and Bark Beetles.</p> <p>In collaboration with MLR, developing 5 new interpretive signs for the Sherwins Trailhead. MLR & OOR staff recently attended the Intra-Tribe Summit in Bishop to seek input on content related to Native American history.</p>	Seeking CalFire Grant to Fund Mammoth Creek parcel signs and utilization of SNC Implementation Grant for Sherwins Trailhead.
Off Highway Vehicle Grants USFS & BLM Public Comment	The USFS and BLM are seeking public comment on their OHV grants for the upcoming field season. The OOR will be engaging council and other bodies as the May 6 th deadline approaches.	https://www.fs.usda.gov/alerts/inyo/alerts-notices/?aid=86087

Winter Grooming	<p>OOR is performing regular grooming on the Sherwin and Shady Rest Trails while also providing support to the USFS as needed. In late-January, the OOR groomed the Obsidian Trails north of TOML at our Forest partners requests.</p> <p>Expanded grooming proposal will be analyzed as part of the OSV subpart C process and will be listed as an alternative in the upcoming EIS.</p>	<p>Live updates on grooming status can be found at www.mammothtrails.org</p>
Hiring	<p>OOR is currently seeking qualified Trail Crew & Trail Hosts. Help us spread the word!</p>	<p>Trail Host position to be flown soon. Trail Crew Announcement can be found here: https://www.townofmammothlakes.ca.gov/767/Employment-Opportunities</p>
Sign Replacement	<p>Replacement of 58 broken Mammoth Lakes Trail System Signs, many of which were destroyed in the winter of 2022/2023. Sign Graphics are being finalized and ordering will occur March 2024.</p>	<p>Cost estimate will be provided in following updates along with costs covered under FEMA Emergency Dollars.</p>



Town Council of Mammoth Lakes

Minutes of Regular Meeting

February 21, 2024, 4:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

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

1. CALL TO ORDER AND ROLL CALL

The Mayor called the meeting to order at 4:04 p.m. in the Council Chamber, 437 Old Mammoth Road, Suite Z, Mammoth Lakes.

2. PLEDGE OF ALLEGIANCE

Town Manager Daniel C. Holler led the flag salute.

3. PUBLIC COMMENTS

There were no public comments given at this time.

4. ADDITIONS TO THE AGENDA

Town Manager Daniel C. Holler announced that Agenda Item 5.1 would be continued to March 6th and Agenda Item 7.1 would be moved to later in the meeting.

5. INTRODUCTIONS

5.1 Introduce and swear in new Mammoth Lakes Police Department Sergeant Wes Hoskin.

This item was continued to March 6, 2024.

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

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

Deputy Airport Manager Sierra Shultz gave an update regarding current Airport activities.

6.1 Receive Mammoth Main Base Redevelopment Project (“Evolving Main”) Update (Mammoth Mountain Main Lodge Area).

Jen Murillo, Lisa Wise Consulting, gave an update regarding the Mammoth Main Base Redevelopment Project. There was discussion among members of Council and staff.

6.2 Receive the monthly Parcel Affordable Housing Project Construction Update.

Town Attorney Andrew Morris noted that if the Council was going to provide direction, then Mayor Sauser would need to be recused, but if the Council was just receiving an update, then Mayor Sauser could stay present for this agenda item.

Community and Economic Development Director Nolan Bobroff and Engineering Manager Amy Callanan outlined the information in the staff report.

Shellan Rodriguez, SMR Development representing the Pacific Companies, and Jennie Reed, Buckingham Property Management, gave an update regarding The Parcel. There was discussion among members of Council, Ms. Reed, and Ms. Rodriguez.

6.3 Update on Certified Properties Municipal Code updates to Section 3 and 5.

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

7. COUNCIL PRESENTATIONS

7.1 Recognition of retiring Town Manager Daniel C. Holler.

This item was taken out of order.

The Mayor called a recess at 5:38 p.m. and the Council reconvened at 5:51 p.m.

Members of the Council and Administrative Services/Finance Director Rob Patterson thanked Mr. Holler for his years of service.

PUBLIC COMMENT:

Lynda Salcido thanked Mr. Holler for his service.

Cleland Hoff thanked Mr. Holler for his service.

8. STAFF PRESENTATIONS

8.1 Review and provide comments on the proposed Amendment to the 2010 Snowcreek Development Agreement.

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

Chuck Lande, applicant, offered to answer questions. There was discussion among members of Council and Mr. Lande.

PUBLIC COMMENT:

Mary Smith, Snowcreek VI, asked questions regarding the operation of the golf course and the terms of the development agreement if the owner changed. Mr. Bobroff and Town Attorney Andrew Morris responded.

The husband of Ms. Smith agreed with the Mayor's comments about "trying to get it right." He outlined his concerns about the operation of the golf course.

Tom Daniels asked about the process going forward. Mr. Bobroff responded.

9. CONSENT AGENDA

Moved by Councilmember John Wentworth
Seconded by Mayor Pro Tem Chris Bubser

Approve the Consent Agenda.

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

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

- 9.1 **Approve the minutes of the regular meeting of February 7, 2024.**
- 9.2 **Approve the minutes of the special meeting of February 15, 2024.**
- 9.3 **Approve the Solid Waste Parcel Fee Agreement with Mono County for Fiscal Years 2024-2025 through 2028-2029 to allow the levy and collection by Mono County of Solid Waste Parcel Fees in the Town of Mammoth Lakes, subject to review and approval by Mono County.**
- 9.4 **Approve the 2024 Youth Sports Funding allocations as recommended by the Parks and Recreation Commission.**
- 9.5 **Accept Check Register 2/7/24 in the amount of \$457,030.52. Accept Check Register 2/14/24 in the amount of \$1,417,017.08. Accept Check Register 2/15/24 in the amount of \$100,900.00.**

10. **PUBLIC HEARINGS**

- 10.1 **Hold a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the "CMFA") for The Sawyer Apartment Affordable Housing Project.**

Due to his ownership of property within 500 feet of The Parcel, Mayor Sauser recused himself and left the meeting at 6:10 p.m. Due to her rental of property within 700 feet of The Parcel, Councilmember Rea recused herself and left the meeting at 6:10 p.m.

The Mayor Pro Tem opened the public hearing at 6:11 p.m.

Community and Economic Development Director Nolan Bobroff outlined the information in the staff report.

With no members of the public coming forward to speak, the Mayor Pro Tem closed the public hearing at 6:15 p.m.

Moved by Councilmember Amanda Rice
Seconded by Councilmember John Wentworth

Adopt the resolution approving the issuance of the Bonds by the CMFA for the benefit of Mammoth Lakes Pacific Associates, a California Limited Partnership (the “Borrower”), a partnership of which Pacific West Communities, Inc. (the “Developer”) or a related person to the Developer is the general partner, to provide for the financing of The Sawyer Apartment Affordable Housing Project.

For (3): Mayor Pro Tem Chris Bubser, Councilmember Amanda Rice, and Councilmember John Wentworth

Absent (2): Mayor Bill Sauser, and Councilmember Sarah Rea

Carried (3 to 0)

10.2 Hold a public hearing under the Tax and Equity Fiscal Responsibility Act (“TEFRA”) in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the “CMFA”) for The Parcel Phase 2.2 Apartment Affordable Housing Project.

The Mayor Pro Tem opened the public hearing at 6:16 p.m.

Community and Economic Development Director Nolan Bobroff outlined the information in the staff report.

With no members of the public coming forward to speak, the Mayor Pro Tem closed the public hearing at 6:17 p.m.

Moved by Councilmember Amanda Rice
Seconded by Councilmember John Wentworth

Adopt the resolution approving the issuance of the Bonds by the CMFA for the benefit of Mammoth Lakes Pacific Associates, a California Limited Partnership (the “Borrower”), a partnership of which Pacific West Communities, Inc. (the “Developer”) or a related person to the Developer is the general partner, to provide for the financing of The Parcel Phase 2.2 Apartment Affordable Housing Project.

For (3): Mayor Pro Tem Chris Bubser, Councilmember Amanda Rice, and Councilmember John Wentworth

Absent (2): Mayor Bill Sauser, and Councilmember Sarah Rea

Carried (3 to 0)

11. POLICY MATTERS

11.1 Proposed Funding Support for Mammoth Lakes Mosquito Abatement District.

Mayor Sauser and Councilmember Rea re-joined the meeting at 6:19 p.m.

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

PUBLIC COMMENT:

Lorinda Beatty, Secretary of the Mosquito Abatement District Board, thanked the Council for their consideration.

Moved by Councilmember John Wentworth
Seconded by Councilmember Amanda Rice

Direct staff to prepare a formal funding agreement with the Mammoth Lakes Mosquito Abatement District (District).

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

Carried (5 to 0)

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

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

Moved by Councilmember John Wentworth
Seconded by Mayor Pro Tem Chris Bubser

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.

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

Carried (5 to 0)

11.3 Adoption of a Resolution approving the form and authorizing execution of certain lease financing documents in connection with the offering and sale of certificates of participation relating thereto to finance the cost of construction and equipping a new town facility and the cost of acquiring certain land and improvements and authorizing and directing certain actions with respect thereto.

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

Marty Johnson, JNA Consulting Group, gave a presentation regarding capital funding.

Dennis McGuire, Piper Sandler & Co., introduced himself to the Council.

There was discussion among members of Council.

Moved by Mayor Pro Tem Chris Bubser

Seconded by Councilmember John Wentworth

Adopt the Resolution approving the form and authorizing execution of certain lease financing documents in connection with the offering and sale of certificates of participation relating thereto to finance the cost of construction and equipping a new town facility and the cost of acquiring certain land and improvements and authorizing and directing certain actions with respect thereto.

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

Carried (5 to 0)

12. COUNCILMEMBER REPORTS

There were no reports given at this time.

13. ADJOURNMENT

The Council adjourned the meeting at 7:06 p.m.

14. MAMMOTH LAKES MUNICIPAL SERVICE CORPORATION

A meeting of the Mammoth Lakes Municipal Service Corporation commenced after the regular Town Council meeting of February 21, 2024.

Jamie Gray, Town Clerk

Mammoth Lakes Town Council Agenda Action Sheet

Title: Authorize the Town Manager to execute an Agreement with Ms. Luna Tello (Contractor) for the operation of a Food Truck at the Community Recreation Center, subject to final legal review and approval by the Contractor.

Council Meeting Date: 3/6/2024

Prepared by: Stuart Brown, Parks and Recreation Director

Recommended Motion: Authorize the Town Manager to execute an Agreement with Ms. Luna Tello (Contractor) for the operation of a Food Truck at the Community Recreation Center, subject to final legal review and approval by the Contractor.

Summary: The Town of Mammoth Lakes is seeking a concessionaire to provide food and beverage service for the public at the Community Recreation Center (CRC) located at Mammoth Creek Park (686 Old Mammoth Road). The successful concessionaire is expected to provide hot and cold food and beverage service as an independent contractor during specified time-periods for year-round Parks and Recreation Department and third-party programmed activities, leagues, tournaments, and special events. The successful concessionaire must own/lease and maintain all equipment and facilities used in food and beverage operations in good and sanitary condition.

On December 18, 2023, the Town issued a Request for Proposals (RFP) from all persons or entities interested in entering into a contract with the Town of Mammoth Lakes for providing food and beverage service as an independent Contractor. One proposal was received by the RFP deadline of January 12, 2024, from Ms. Luna Tello to operate a Food Truck selling popular Argentinian food.

The Town used a committee familiar with the RFP to evaluate the proposal. The committee met with the applicant, evaluated the proposal and after consultation with the applicant and the owner of the Food Truck (Convict Lake Resort) are recommending the Town enter into an initial one-year agreement with Ms. Luna Tello to operate a food truck on the outside deck of the CRC.

The Agreement is attached to this staff report that outlines the proposed food and beverage service, timeframe for delivering those services, the term of the agreement, pricing and commission, food and beverage items sold to the public, Food Truck operations and permitting and exclusivity language.

Staff is recommending Town Council authorize the Town Manager to execute an Agreement with Ms. Luna Tello (Contractor) for the operation of a Food Truck at the Community Recreation Center, subject to final legal review and approval by the Contractor.

Operating Plan

Nueve Reinas is a company that provides popular Argentinian food. Nueve Reinas' staff is already in place and living locally in Mammoth Lakes with the necessary legal paperwork to start work immediately. Food preparation processes have been well thought out and planned for smooth operation by opening day. Operations will be conducted from a food truck with all the necessary appliances (oven, fryer, blender, fridge, freezer, toaster and coffee maker). All operations will be performed in compliance with all applicable sanitation requirements.

The winter operating times will be, at a minimum, Thursday through Sunday during non-holiday periods and 7 days a week during holiday periods and special event days. Specified hours of food and beverage service are 12:00 PM to 9:30 PM on Thursday and Friday and 9:00 AM to 9:30 PM on Saturday and Sunday (non-holiday period). Holiday period operating hours are planned from 12:00 PM to 9:30 PM each day. Summer operating hours are planned for Monday to Friday and will be operating from 5 PM to 9:30 PM (excluding the 4th of July) and Saturday and Sunday from 12:00 PM to 9:30 PM. The schedule is weather permitting and always in consideration of scheduled activities by the Town and visitation at the facility.

This operation is anticipated to be executed with approximately two to three employees, all of whom will obtain the California Food Handlers' Certificate. The Nueve Reinas manager and owner shall have the obligation to complete the food allergy awareness certificate as well as the food manager certification. These courses will be paid for by the company as part of the employee training process. All the required permits shall be obtained upon or prior to approval of the project including, but not limited to, an issued tax identification number, city and county business licenses, food handler and health permits, food safety certification, mobile food facility permits, and workers' compensation insurance.

Food and Beverages To Be Sold

Nueve Reinas will provide an extensive but simple Argentinian menu with the most popular to-go food options typical of Argentinian cuisine. These include, but are not limited to: empanadas, sandwiches de miga (crustless sandwich), chipa (cheese bread), and a sweet dessert, flan con dulce de leche y/o crema (bread-pudding similar to the famous creme brulee with dulce de leche and sweet cream).

Empanadas: distinct empanada fillings, i.e. chicken, beef, tuna, vegetable, corn, ham and cheese, bacon egg and cheese, wrapped in a delicious flaky, buttery pastry wrap. These can be fried or baked depending on the customers' preference. Ordering bulk frozen, prepared empanadas to bake at home will also be an option, i.e. pre-cooked frozen empanadas to take home at a lower price. Each flavor of empanada is unique, the beef empanada filling contains

cooked beef, beef broth, onion, garlic, pork fat, hard boiled egg, green onion, spices, salt and pepper. The tuna empanada filling contains canned cooked tuna, onion, garlic, green onion, cream cheese, spices and salt. The chicken empanada filling contains: cooked chicken, chicken broth, onion, garlic, red bell pepper, green onion, pork fat, leek, spices, salt and pepper. The vegetable empanada filling contains: cooked spinach, onion, corn flour, water, mozzarella cheese, salt and spices. The corn empanada filling contains: cooked corn, onion, red bell pepper, corn flour, water, spices and salt. The ham and cheese empanada filling contains: ham and cheese. The bacon, egg and cheese empanada filling contains: cooked bacon, hard boiled egg and mozzarella cheese. The pastry wrap is made out of wheat flour, water, salt or a greasier option with pork fat or vegetable oil. We prepare our corn and vegetable empanadas with a pastry made of vegetable oil - a great option for vegans and vegetarians. These will be made from scratch and be pre-cooked, ready to either fry, bake or sell frozen at the food truck located at the ice rink. The food truck will be outfitted with a fryer, a freezer and an oven ready to deliver an excellent variety of to-go finger foods or sit down plates. Empanadas are the perfect street food - the size of the empanada is around 5 inches which makes it perfect to grab and go without leaving a mess. They are delicious, affordable, filling and a perfect satisfying to-go option.

Sandwiches de miga are also an amazing to-go option and very easy to eat. They are served cold with a variety of flavors and options. The most popular are ham and cheese, egg, and ham and pineapple, but there are infinite filling possibilities. They are made with crustless bread and typically accompanied with butter or mayonnaise. The sandwich de miga is often served cold, but is also great when toasted. We will have a toaster in place ready for those who prefer it warm and crunchy.

Another finger food option we offer is the **chipa**, a cheese and cassava flour round pastry, to be served warm or cold - an excellent snack option to accompany a coffee or tea in the afternoon.

Refreshments offered will include coffee, tea, and homemade hot chocolate of real cacao with a touch of cayenne pepper to add extra warmth on those cold winter days. Real fruit smoothies will also be provided, with a variety of milks for those with special preferences.

For those with a sweet tooth, **flan with dulce de leche o crema**, a traditional Argentinian dessert made with eggs and milk, will be offered.

Experience and Qualifications

The Nueve Reinas' company manager has worked in the food and beverage industry for over 10 years with experience in several countries including Panama, Argentina, and the United States.

She is well-versed in a variety of cooking techniques, provides excellent customer service and is experienced in the administrative aspects of the business. She is fluent in both English and Spanish which helps facilitate clear communication with Spanish-speaking kitchen staff.

Resources

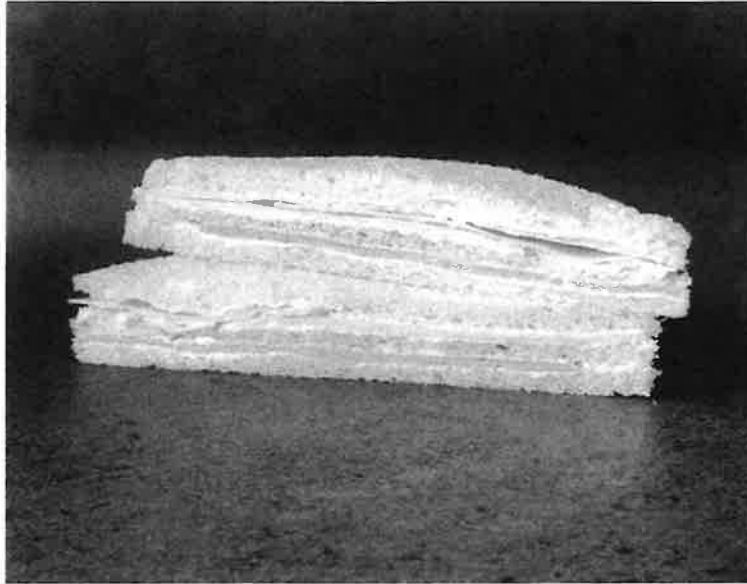
Nueve Reinas will operate out of a medium-sized food truck with a backup generator staged for use while electricity may be unavailable. The food cart will be provided with a conventional oven, a fryer, an electric toaster, a blender and a fridge and freezer.

The commission paid to the town will be 7% of the gross sales paid monthly.

Exemplary Photos
Empanadas Argentinas



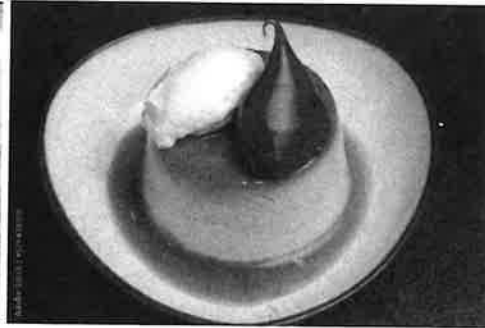
Sandwich de miga



Chipa



Flan with dulce de leche and cream



Logo



EMPANADAS ARTESANALES

Contacts:

Luna Tello : (608) 359-1462
@ Lun. - @hotmail.com

Santiago Mosler : (715) 282-3520
@ santiago.mosler26@gmail.com



**Town of Mammoth Lakes
Parks and Recreation Department**

P.O. Box 1609
Mammoth Lakes, CA, 93546
Ph: (760) 965-3696
Fax: (760) 934-7493

March 6, 2024

Ms. Luna Tello
340 Chaparral Road
P.O. Box 244
Mammoth Lakes, CA 93546

RE: LETTER AGREEMENT WITH THE TOWN OF MAMMOTH LAKES AND MS. LUNA TELLO FOR THE OPERATION OF A FOOD TRUCK AT THE COMMUNITY RECREATION CENTER.

Dear Luna,

PARTIES: This letter shall be our agreement (“Letter Agreement”) regarding the operation of a Food Truck located on the deck of the Community Recreation Center (CRC) located at 686 Old Mammoth Road to be provided by Ms. Luna Tello, with her principal place of business at 340 Chaparral Road, Mammoth Lakes, CA 93546 (“Contractor”) as an independent contractor to the Town of Mammoth Lakes (“Town”). Contractor is retained as an independent contractor and is not an employee of the Town.

SERVICES; SCHEDULE OF PERFORMANCE: Ms. Luna Tello will provide the following services for the Town:

A. Food and Beverage Service

The Contractor shall operate a Food Truck at her expense, suitable to operate outside on the deck of the Community Recreation Center (CRC) located at 686 Old Mammoth Road. The Contractor shall be responsible for the operation, upkeep, maintenance and repair of all equipment and furnishings within the food truck and operate the food truck in accordance with all state and local laws and regulations. Food service is to be provided as specified by the Town during the facility’s scheduled operating days and times and other agreed upon times by the Town and Contractor. At minimum, the Contractor will operate the food truck during the following periods of time:

Winter:

- Early October to late-April: Thursday - Sunday during non-holiday periods and 7-days a week during recognized holiday periods¹ and multi-day tournaments and special events and programs that require food and beverage service. Times may vary pending scheduled activities by the Town and visitation at the facility.

- Specified hours of food and beverage service are as follows:

¹ Holiday periods include: Martin Luther King and Presidents Holiday weekends, Thanksgiving, and the Christmas/New Years Holiday periods.

- Non-holiday: 12:00pm – 8:00pm on Thursday, Friday, Saturday and Sunday.
- Holiday periods: 12:00pm – 8:00pm each day.

Summer:

- Late-May to mid-September: Monday through Sunday (excluding July 4). Times may vary pending scheduled activities by the Town and visitation at the facility.
 - Specified hours of food and beverage service are as follows:
 - Monday – Friday: 5:00pm - 8:00pm.
 - Saturday and Sunday: 12:00pm – 8:00pm.

Contractor and Town shall meet periodically throughout the year to discuss and schedule food and beverage service for the public. Contractor shall operate at a minimum for the hours described above, but nothing in this Agreement shall preclude the Contractor operating outside of the timeframes specified above.

B. Term

The Term of this Agreement shall begin on Thursday, March 7, 2024 and shall continue until April 30, 2025. Upon mutual agreement of the parties, this Agreement may be extended for an additional three-year (3) term. The Town will endeavor to notify the Contractor of its interest or non-interest in extending this Agreement at least ninety (90) days prior to the expiration of the Term.

C. Pricing and Commission

The food and beverage menu and prices must be displayed on easily readable and weather-resistant menu boards. The Contractor will pay the Town a commission fee as stated under the Compensation section of this Agreement. The Contractor will be responsible for providing the weather-resistant menu boards with prior Town approval of the design.

D. Food and Beverage Items to be Sold to the Public

A variety of hot and cold food and beverage items shall be available for sale to the public and must be approved by the Town prior to the commencement of food and beverage services at the CRC. The menu selection should include a variety of healthy options. Beer and wine may be served to patrons with the proper license during days and times specified and approved by the Town, such as special events and adult activities.

E. Food Truck Operations and Permitting

- 1) The Contractor is required to have, provide and maintain the following items for the duration of this Agreement:
 - Submit and pay for a Business Tax Certificate Application with the Town of Mammoth Lakes.
 - Submit and pay for a Town of Mammoth Lakes Mobile Vendor Administrative Permit.
 - Register a business name (DBA) with Mono County.
 - A written lease agreement with the owner of the Food Truck.
 - Procure, maintain and improve all equipment at its own expense required to operate the Food Truck efficiently.
 - Procure, at its own expense, all necessary occupational, business or other licenses and permits of any kind and shall pay all taxes and fees arising from the operation of said concessions.
 - All insurance required by the owner of the Food Truck.
 - Provide a point-of-sale system.

- Maintain an active Mono County Environmental Health Certificate and permit for operating the kitchen.
 - Schedule an annual inspection of the Ansul (fire suppression) system, including the fire extinguishers.
 - Allow a representative of the Town access to the Food Truck at all times, without notice, for any purpose, inspection or otherwise.
 - Contractor shall have no right to sell or assign or subcontract any portion of the Agreement without prior written consent from the Town of Mammoth Lakes.
 - Contractor will be responsible for the behavior of all employees while on the premises of the Community Recreation Center (CRC). Any employee acting in a manner determined to be detrimental, abusive or offensive may be required to leave the premises.
 - Contractor will be responsible for keeping the premises around the Food Truck free of any hazards and litter.
 - Contractor will be responsible for the removal of snow from the top of the Food Truck and within four feet surrounding the truck.
 - Contractor is required to provide a portable generator for Food Truck operations until such time that the Town can provide a 50-amp, 240 volt connection.
 - Contractor is responsible for depositing garbage and recyclable materials in the appropriate bins.
 - Contractor is permitted to provide additional seating and shade for its patrons upon approval by the Town. Maintenance and security of additional seating and shade structures shall be the Contractor's responsibility.
- 2) The Town will provide the following items for the duration of this Agreement:
- Pay for all utilities as needed for food truck operations.
 - Provide a drain for the grey water and access to fresh water.
 - Provide trash and recycling receptacles and disposal service.
 - Provide outdoor seating for visitors to Mammoth Creek Park and the Community Recreation Center (CRC) on the outside deck that will be available for patrons of the Food Truck. No assigned seating or reservations of the public seating area are permitted by the Contractor.
 - Provide snow removal services beyond four feet from the Food Truck.
 - Provide adequate space within the CRC for equipment such as a freezer and/or refrigerator.
 - Provide adequate space within the CRC for the Contractor to sell beverages and/or grab and go items for a limited time period. The Contractor is required to notify the Town of their intent to utilize indoor space at least 7-days in advance of indoor operations.

F. Exclusivity

During the term of this Agreement, the Contractor shall have the exclusive privilege to operate a Food Truck outside on the deck of the Community Recreation Center (CRC), except for occasional circumstances specified by the Town. These include special events, tournaments, sales by non-profit organizations and other scheduled activities when additional food and beverage services are required and/or those days and times when the Contractor is not operating the Food Truck.

INSURANCE: Contractor shall provide proof of commercial general liability and automobile insurance to the Town in the following amounts and with policies, endorsements and conditions acceptable to the Town. Commercial General Liability Insurance which affords coverage at least as broad

as Insurance Services Office “occurrence” form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers’ compensation coverage for such employees, which meets all requirements of state law. The General Liability and Automobile Liability policies shall include or be endorsed (amended) to state that: (1) the Town, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor’s scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor’s insurance and shall not be called upon to contribute with it in any way. If Contractor maintains higher limits than the minimums shown above, Town requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Town.

COMPENSATION: Contractor will pay the Town a commission fee of 7% of gross sales during the contracted period. The fee is to be paid on the 15th day of each month and must be accompanied by documentation showing the calculation of the Contractors sales and the payment to the Town. The Contractor must pay all taxes of any kind related to the sale of concessions.

TERMINATION: The Town may terminate this Letter Agreement at any time with or without cause with 30 days’ notice to the Contractor. The Contractor may terminate this Letter Agreement only upon 30 calendar days’ written notice to the Town only in the event of Town’s failure to perform in accordance with the terms of this Letter Agreement through no fault of the Contractor.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor in connection with the performance of the Contractor’s Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Contractor’s obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS: Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance the Services, including all Cal/OSHA requirements. As provided for in the indemnity obligations of this Agreement, Contractor shall indemnify Town against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the publication of Town’s advertisements, including all Cal/OSHA requirements. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of

undocumented aliens including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor shall maintain records of its compliance, including its verification of each employee, and shall make them available to Town or its representatives for inspection and copy at any time during normal business hours. Town shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements. By its signature hereunder, Contractor certifies that it is aware of the provisions of §3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor agrees to comply with such provisions before publishing Town's advertisements. Finally, Contractor represents that it is an equal opportunity employer and shall not discriminate against any sub-consultant, employee, or applicant for employment in violation of state or federal law.

GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE; ATTORNEY'S FEES:

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in Mono County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Town. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the Town. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorney's fees, as determined by the court.

ASSIGNMENT; AMENDMENT: This Agreement may not be modified or altered except in writing signed by both parties. This Agreement may not be modified or altered except in writing signed by both parties. There are no intended third party beneficiaries of any right or obligation of the Parties.

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

If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below. An original, executed copy is enclosed for your records.

TOWN OF MAMMOTH LAKES

Approved by:

Attest:

Rob Patterson
Town Manager

Jamie Gray
Town Clerk

CONTRACTOR

Reviewed and Accepted by Ms. Luna Tello

Owner

Date

TOWN COUNCIL STAFF REPORT

Title: Award contract for the S.H.A.R.P. Trailhead Facilities Project to Spiess Construction Co., Inc.

Meeting Date: March 6, 2024

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

RECOMMENDATION:

Staff recommends Town Council:

- Approve the Plans and Specifications.
- Award the base bid contract to the lowest responsive bidder, Spiess Construction Co., Inc. in the amount of \$1,015,303.00.
- Authorize the Public Works Director to execute the construction contract and accept the project upon completion.
- Authorize the Public Works Director to review and approve minor revisions to complete the project, up to an additional 10% of the award amount.
- Approve the allocation of approximately \$82,603.00 in additional committed Town Measure R funds.
- Approve the allocation of approximately \$101,530.30 in additional Future Capital funds.

BACKGROUND:

In late 2023, Town of Mammoth Lakes Staff awarded Triad Holmes & Associates, Inc. with a design contract for the S.H.A.R.P. Trailhead Facilities Project to address the existing condition of the Parking lot, lack of amenities, and need for better signage.

The project rehabilitates approximately 40,000 SF of existing asphalt pavement parking lot off of Sherwin Creek Road and constructs a new vault toilet and other amenities along the south side of the parking lot. This rehabilitation addresses deficiencies and deterioration of the existing asphalt parking lot, and existing drainage. The project also adjusts existing parking lot geometry and striping to formally delineate parking for vehicles and trailers.

On February 3, 2024, the Town advertised the S.H.A.R.P. Trailhead Facilities project, which included the removal of existing parking lot pavement, installation of new asphalt, concrete sidewalk, curb and gutter, ADA facilities, dual vault toilet, drainage infrastructure, interpretive signs, wayfinding sign, bike rack, trash receptacles, and bear box.

ANALYSIS:

Staff solicited bids for the construction of the project beginning February 3, 2024. Bids were publicly opened on February 22, 2024, at 3:00 PM. Two (2) bids were received with pricing as follows:

Spiess Construction Co, Inc. Base Bid: \$1,015,303.00

JPB Designs, Inc. Base Bid: \$1,152,750.00

A bid review was completed, and no irregularities were identified.

FINANCIAL CONSIDERATIONS:

The project is currently partially funded by a grant from Sierra Nevada Conservancy's Vibrant Recreation and Tourism Directed Grant Program. Grant funds have been allocated to the project for construction in the amount of \$932,700. The funds were allocated by the Sierra Nevada Conservancy on December 9, 2022. An additional \$184,133.30 will need to be allocated for a total budget amount of \$1,116,833.30 which includes an additional 10% contingency beyond the bid amount.

Current Funding Source	Amount
Sierra Nevada Conservancy Grant	\$932,700.00
Total Funding Allocated	\$932,700
Additional Funding Needed	\$184,133.30

Staff recommends allocating the following funding sources to cover the additional \$163,419.30 needed to fully fund the project:

Additional Funding Source	Amount
Measure R	\$82,603.00
TOML Future Capital Fund 990	\$101,530.30
Total Additional Allocation	\$184,133.30

Staff recommends that the project utilizes Measure R funds set aside for trail construction to fully fund the construction contract bid amount.

Staff recommends that the project utilize Future Capital funds for the 10% contingency of this project.

ENVIRONMENTAL CONSIDERATIONS:

The Trail System Master Plan CEQA notice of determination (NOD) was posted on October 24, 2011. The CEQA review of the S.H.A.R.P. Trailhead Facilities project is included within the Environmental Impact Report (EIR) for the Trail System Master Plan which was completed on September 1, 2011. The final EIR led to the determination that this project will not have a significant impact on the environment and no mitigation

reporting or monitoring plan is required. No further CEQA analysis is required for this project.



	0	0%	0.05
Appropriate discovery & visits	0	0%	0.05
Corruption (info, support)	0	0%	0.40
Adaptation, work or institutional ones	0	0%	0.67
Total Ave	43,503 #		\$10

Market Quantity	1 hr	0.003 hr
Penetration Rate	0.0 hr/hr	0.000 hr/hr

STRUCTURED GRADED EARTHEN SWALE PER DETAIL, SHEET 4.

STRUCTURE BONE MAINTENANCE STATION PER T.O.M.L. SPECIFICATION
STRUCTURE BEAR-RESISTANT FOOD STORAGE BOX PER T.O.M.L. SPECIFICATION

STRUCT 6" CONCRETE CLAMP TRANSITION PER DETAIL, SHEET 4
STRUCT RPP-RAP OUTLET PROTECTION PER DETAIL, SHEET 4.

MADE YELLOW PARKING STRIPES PER DIMENSIONS SHOWN
Y 4" WIDE YELLOW PARKING STRIPES PER DIMENSIONS SHOWN

STRUCT POOL DRAINAGE SWALE PER DETAIL, SHEET 4.
STRUCT TYPE 2 WATINGS SIGN PER T.O.M.L. STD PLAN 60

DISCUSSION NOTES

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MECHANISM

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A diagram of a rectangular box. The top horizontal edge is labeled "10'" and the right vertical edge is labeled "5".



Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
A BETTER FIREPLACE								
02/22/2024	110311	02/08/24	19346	A BETTER FIREPLACE	100-440-44500	WOODSTOVE PROGR	10,000.00	02/24
Total A BETTER FIREPLACE:							10,000.00	
ALTAFER, BILL								
02/22/2024	110312	NON RESIDEN	10742	ALTAFER, BILL	100-000-31620	NEW CCW APPLICATI	243.00	02/24
Total ALTAFER, BILL:							243.00	
AMAZON CAPITAL SERVICES								
02/22/2024	110313	13YD-6K7M-4	19234	AMAZON CAPITAL SER	100-420-42002	OFFICE SUPPLIES	246.75	02/24
Total AMAZON CAPITAL SERVICES:							246.75	
AMERIGAS								
02/22/2024	110314	3160327941/20	6982	AMERIGAS	100-464-43404	01/24-MERIDIAN CT I10	40.24	02/24
02/22/2024	110314	3160310728/20	6982	AMERIGAS	100-420-43404	01/24-PD	1,925.16	02/24
02/22/2024	110314	3160314618/20	6982	AMERIGAS	100-464-43404	01/24-TAVERN RD A3	160.46	02/24
02/22/2024	110314	3160314620/20	6982	AMERIGAS	100-475-43404	01/24-TRANSIT	27.87	02/24
02/22/2024	110314	3160314622/20	6982	AMERIGAS	210-452-43404	01/24-PWM	6,205.96	02/24
02/22/2024	110314	3160483548/20	6982	AMERIGAS	220-471-43404	01/24-HANGAR	16.93	02/24
02/22/2024	110314	3160587111/20	6982	AMERIGAS	220-471-43404	02/24-NEW TERMINAL	704.60	02/24
Total AMERIGAS:							9,081.22	
ASCENT ENVIRONMENTAL, INC.								
02/22/2024	22224100	20210079.01-2	19114	ASCENT ENVIRONME	100-440-43031	DEC 2023	15,145.75	02/24
02/22/2024	22224100	20210079.01-2	19114	ASCENT ENVIRONME	100-440-43031	JAN 2024	12,233.40	02/24
Total ASCENT ENVIRONMENTAL, INC.:							27,379.15	
BELL, MARK								
02/22/2024	110315	02/26-03/01/24	19113	BELL, MARK	100-432-43150	PER DIEM	277.00	02/24
Total BELL, MARK:							277.00	
BESSENBACHER, KEVIN								
02/22/2024	110349	02/24-03/01/24	19379	BESSENBACHER, KEV	100-442-43150	PER DIEM	318.00	02/24
Total BESSENBACHER, KEVIN:							318.00	
BEST BEST & KRIEGER								
02/22/2024	22224101	987224	33	BEST BEST & KRIEGER	100-440-43031	JAN 2024	394.00	02/24
02/22/2024	22224101	987225	33	BEST BEST & KRIEGER	100-412-43031	01/24-PWE	7,639.20	02/24
Total BEST BEST & KRIEGER:							8,033.20	
BG MOUNTAIN ENTERPRISES, INC								
02/22/2024	110316	924008	19001	BG MOUNTAIN ENTER	858-436-43031	SNOW REMOVAL	7,800.00	02/24
Total BG MOUNTAIN ENTERPRISES, INC:							7,800.00	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
BISHOP AUTOMOTIVE CENTER								
02/22/2024	22224102	1-69700	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	4,995.23	02/24
Total BISHOP AUTOMOTIVE CENTER:							4,995.23	
BORG EQUIPMENT & SUPPLY CO.								
02/22/2024	22224103	24-0911394-00	18780	BORG EQUIPMENT &	910-000-13003	PARTS	42.60	02/24
Total BORG EQUIPMENT & SUPPLY CO.:							42.60	
BRITTON ARCHITECTURE, INC.								
02/22/2024	110317	1915	18376	BRITTON ARCHITECT	300-531-43031	ADVISORY DESIGN PA	225.00	02/24
02/22/2024	110317	1928	18376	BRITTON ARCHITECT	100-000-31624	ADP MEETING	325.00	02/24
Total BRITTON ARCHITECTURE, INC.:							550.00	
BUCKINGHAM, RICHARD								
02/22/2024	110318	BP22-00061	19473	BUCKINGHAM, RICHARD	001-000-10765	PROJECT CANCELED	27,317.60	02/24
Total BUCKINGHAM, RICHARD:							27,317.60	
CAL FIRE								
02/22/2024	110319	1562653	18941	CAL FIRE	215-511-43031	DEC 2023	227.08	02/24
Total CAL FIRE:							227.08	
CALIFORNIA DEPT. OF TAX & FEE ADMIN.								
02/22/2024	110320	OCT-DEC 2023	144	CALIFORNIA DEPT. OF	910-000-13001	DGMT 57-425410	327.71	02/24
Total CALIFORNIA DEPT. OF TAX & FEE ADMIN.:							327.71	
CASHMAN EQUIPMENT CO.								
02/22/2024	110321	INPS3966180	49	CASHMAN EQUIPMENT	910-000-13003	PARTS	686.78	02/24
02/22/2024	110321	INPS3966181	49	CASHMAN EQUIPMENT	910-000-13003	PARTS	166.31	02/24
02/22/2024	110321	INPS3966182	49	CASHMAN EQUIPMENT	910-000-13003	PARTS	45.84	02/24
02/22/2024	110321	INPS3967863	49	CASHMAN EQUIPMENT	910-000-13003	PARTS	40.90	02/24
02/22/2024	110321	INPS3968753	49	CASHMAN EQUIPMENT	910-000-13003	PARTS	69.43	02/24
Total CASHMAN EQUIPMENT CO.:							1,009.26	
CHUCK VILLAR CONSTRUCTION INC.								
02/22/2024	22224104	27824	7277	CHUCK VILLAR CONS	210-452-43031	01/24-FRONTAGE RD	11,959.60	02/24
02/22/2024	22224104	27830	7277	CHUCK VILLAR CONS	210-450-43031	SNOW STORAGE PIT	200,000.00	02/24
Total CHUCK VILLAR CONSTRUCTION INC.:							211,959.60	
COLANTUONO, HIGHSMITH & WHATLEY, PC								
02/22/2024	22224105	59031	18736	COLANTUONO, HIGHSMITH	100-412-43031	JAN 2024-MAIN ST AS	2,693.00	02/24
02/22/2024	22224105	59044	18736	COLANTUONO, HIGHSMITH	100-412-43031	JAN 2024-MAIN ST AS	1,717.00	02/24
Total COLANTUONO, HIGHSMITH & WHATLEY, PC:							4,410.00	
DEPT OF JUSTICE								
02/22/2024	110322	712123	1775	DEPT OF JUSTICE	100-417-43140	JAN 2024-FINGERPRINT	160.00	02/24
Total DEPT OF JUSTICE:							160.00	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
DIY HOME CENTER								
02/22/2024	110323	112987A	5476	DIY HOME CENTER	210-456-42007	MAINT SUPPLIES	19.38	02/24
02/22/2024	110323	123262	5476	DIY HOME CENTER	100-464-45100	MAINT SUPPLIES	13.53	02/24
02/22/2024	110323	123397	5476	DIY HOME CENTER	100-464-43031	GARBAGE DISPOSAL	145.45	02/24
02/22/2024	110323	123562	5476	DIY HOME CENTER	220-471-42007	MAINT SUPPLIES	20.42	02/24
02/22/2024	110323	123573	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	523.65	02/24
02/22/2024	110323	123597	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	75.59	02/24
02/22/2024	110323	123615	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	14.54	02/24
02/22/2024	110323	123616	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	5.32	02/24
02/22/2024	110323	123620	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	40.69	02/24
02/22/2024	110323	123626	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	22.28	02/24
Total DIY HOME CENTER:							880.85	
EASTERN SIERRA PEACE OFFICERS ASSOC.								
02/22/2024	110324	02/06/24	10810	EASTERN SIERRA PEA	100-420-43110	MEMBERSHIP	175.00	02/24
Total EASTERN SIERRA PEACE OFFICERS ASSOC.:							175.00	
EDDY'S AUTO & BOAT UPHOLSTERY								
02/22/2024	110325	11089	3667	EDDY'S AUTO & BOAT	910-000-13047	RECOVER TRUCK SEA	701.25	02/24
Total EDDY'S AUTO & BOAT UPHOLSTERY:							701.25	
ENTENMANN-ROVIN COMPANY								
02/22/2024	110326	0179140-IN	423	ENTENMANN-ROVIN C	100-420-42006	UNIFORM-BADGE	288.76	02/24
Total ENTENMANN-ROVIN COMPANY:							288.76	
ESTA								
02/22/2024	110327	240206-03	7884	ESTA	100-475-43031	Jan 2024-ROUTE HOU	67,019.12	02/24
Total ESTA:							67,019.12	
FEDERAL EXPRESS CORP								
02/22/2024	110328	8-389-16074	717	FEDERAL EXPRESS C	100-416-42005	SHIPPING CHGS	27.15	02/24
Total FEDERAL EXPRESS CORP:							27.15	
FELKEL CONSTRUCTION INC.								
02/22/2024	22224106	2024-39	18990	FELKEL CONSTRUCTI	100-452-43031	SNOW SHOVELING 11/	427.50	02/24
02/22/2024	22224106	2024-40	18990	FELKEL CONSTRUCTI	210-452-43031	SNOW SHOVELING 01/	4,241.25	02/24
02/22/2024	22224106	2024-41	18990	FELKEL CONSTRUCTI	210-452-43031	SNOW SHOVELING 01/	1,648.75	02/24
02/22/2024	22224106	2024-42	18990	FELKEL CONSTRUCTI	210-452-43031	SNOW SHOVELING RE	4,797.50	02/24
Total FELKEL CONSTRUCTION INC.:							11,115.00	
FRONTIER COMMUNICATIONS								
02/22/2024	110329	01/24-3636	10869	FRONTIER COMMUNIC	100-420-43404	01/24-PD	266.65	02/24
Total FRONTIER COMMUNICATIONS:							266.65	
GRANITE DATA SOLUTIONS								
02/22/2024	110330	IN91402-1	18359	GRANITE DATA SOLUT	100-418-48800	MONITOR/HARDWARE	2,646.01	02/24
Total GRANITE DATA SOLUTIONS:							2,646.01	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
HIGH COUNTRY LUMBER								
02/22/2024	110331	45069	830	HIGH COUNTRY LUMB	100-464-43031	MAINT SUPPLIES	19.38	02/24
02/22/2024	110331	45110	830	HIGH COUNTRY LUMB	220-471-42007	MAINT SUPPLIES	53.85	02/24
02/22/2024	110331	45167	830	HIGH COUNTRY LUMB	220-471-42007	MAINT SUPPLIES	31.14	02/24
Total HIGH COUNTRY LUMBER:							104.37	
HMC ARCHITECTS								
02/22/2024	22224107	172532	10804	HMC ARCHITECTS	300-531-43031	JAN 2024-CIVIC CENT	91,996.28	02/24
Total HMC ARCHITECTS:							91,996.28	
KIMBALL-MIDWEST								
02/22/2024	110332	101910864	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	107.19	02/24
Total KIMBALL-MIDWEST:							107.19	
MAMMOTH LAKES CREATIVE								
02/22/2024	22224108	1409	18437	MAMMOTH LAKES CR	858-436-43031	01/24-DESIGNS SVCS	1,500.00	02/24
Total MAMMOTH LAKES CREATIVE:							1,500.00	
MAMMOTH LOCK AND KEY								
02/22/2024	22224109	52036-2024	7888	MAMMOTH LOCK AND	910-000-13047	VEHICLE 0220 KEYS	120.00	02/24
Total MAMMOTH LOCK AND KEY:							120.00	
MARY VALENTI, PH.D.								
02/22/2024	110333	WESLEY HOS	18547	MARY VALENTI, PH.D.	100-420-43031	PRE-EMPLOMENT EVA	500.00	02/24
Total MARY VALENTI, PH.D.:							500.00	
MISSION LINEN SUPPLY, INC								
02/22/2024	110334	520988720	6482	MISSION LINEN SUPPL	100-420-42007	MAINT SUPPLIES	218.30	02/24
02/22/2024	110334	520990480	6482	MISSION LINEN SUPPL	100-420-42007	MAINT SUPPLIES	159.15	02/24
Total MISSION LINEN SUPPLY, INC:							377.45	
MODEL1 COMMERCIAL VEHICLES, INC.								
02/22/2024	110335	XA107004322:	19359	MODEL1 COMMERCIA	910-000-13003	PARTS	545.33	02/24
02/22/2024	110335	XA113011574:	19359	MODEL1 COMMERCIA	910-000-13003	PARTS	923.61	02/24
02/22/2024	110335	XA128017759:	19359	MODEL1 COMMERCIA	910-000-13003	PARTS	1,483.35	02/24
Total MODEL1 COMMERCIAL VEHICLES, INC.:							2,952.29	
NBS GOVERNMENT FINANCE GROUP								
02/22/2024	22224110	202402-1147	5991	NBS GOVERNMENT FI	862-450-43031	TRANSIT CFD 2023-1 A	2,000.00	02/24
Total NBS GOVERNMENT FINANCE GROUP:							2,000.00	
PREMIUM PARKING SERVICES, LLC								
02/22/2024	110336	PSI002858	19474	PREMIUM PARKING S	210-452-43031	PRIVATE SNOW STOR	30,000.00	02/24
Total PREMIUM PARKING SERVICES, LLC:							30,000.00	
SAWTOOTH INDUSTRIAL LLC								
02/22/2024	110337	178	19391	SAWTOOTH INDUSTRI	910-000-13003	PARTS	4,146.00	02/24
02/22/2024	110337	189	19391	SAWTOOTH INDUSTRI	910-000-13003	PARTS	173.26	02/24

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02/22/2024	110337	59	19391	SAWTOOTH INDUSTRI	910-000-13003	PARTS	2,848.02	02/24
Total SAWTOOTH INDUSTRIAL LLC:							7,167.28	
SCHULZ, SYDNEY								
02/22/2024	110338	02/26-03/01/23	19460	SCHULZ, SYDNEY	100-432-43150	PER DIEM	277.00	02/24
Total SCHULZ, SYDNEY:							277.00	
SHAFER EQUIPMENT CO. INC.								
02/22/2024	110339	10034045	18540	SHAFER EQUIPMENT	910-000-13003	PARTS	54.80	02/24
Total SHAFER EQUIPMENT CO. INC.:							54.80	
SILVER STATE INTERNATIONAL TRUCKS								
02/22/2024	22224111	X201135059:01	35	SILVER STATE INTERN	910-000-13003	PARTS	62.50	02/24
Total SILVER STATE INTERNATIONAL TRUCKS:							62.50	
SPENCER FAMILY TRUST								
02/22/2024	110340	BT 9961	19469	SPENCER FAMILY TRU	001-000-10760	BT OVERPYMT	4,575.51	02/24
Total SPENCER FAMILY TRUST:							4,575.51	
SPIESS CONSTRUCTION CO., INC.								
02/22/2024	110341	PROGRESS P	2906	SPIESS CONSTRUCTI	300-531-43031	PROGRESS PYMT NO.	62,795.00	02/24
Total SPIESS CONSTRUCTION CO., INC.:							62,795.00	
STEVE'S AUTO & TRUCK PARTS								
02/22/2024	110342	102371	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	199.85	02/24
02/22/2024	110342	102560	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	19.40	02/24
02/22/2024	110342	103349	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	23.34	02/24
02/22/2024	110342	103382	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	42.57	02/24
02/22/2024	110342	103391	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	23.34	02/24
02/22/2024	110342	103449	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	20.99	02/24
02/22/2024	110342	103450	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	10.49	02/24
02/22/2024	110342	103451	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	42.57	02/24
02/22/2024	110342	103490	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	.54	02/24
02/22/2024	110342	103527	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	20.99	02/24
02/22/2024	110342	103979	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	153.47	02/24
02/22/2024	110342	104038	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	418.54	02/24
02/22/2024	110342	104050	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	38.79	02/24
02/22/2024	110342	104170	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	27.39	02/24
02/22/2024	110342	104174	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	75.55	02/24
02/22/2024	110342	104258	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	132.34	02/24
02/22/2024	110342	104314	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	36.81	02/24
02/22/2024	110342	104321	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	47.39	02/24
02/22/2024	110342	104345	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	113.01	02/24
02/22/2024	110342	104365	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	43.09	02/24
02/22/2024	110342	104366	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	43.09	02/24
02/22/2024	110342	104400	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	119.65	02/24
02/22/2024	110342	104423	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	121.12	02/24
02/22/2024	110342	104444	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	112.60	02/24
02/22/2024	110342	104445	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	33.40	02/24
02/22/2024	110342	104575	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	288.82	02/24
02/22/2024	110342	104720	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	19.91	02/24
02/22/2024	110342	104967	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	411.45	02/24

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02/22/2024	110342	104968	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	58.19	02/24
02/22/2024	110342	104985	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	41.76	02/24
02/22/2024	110342	104986	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	322.93	02/24
Total STEVE'S AUTO & TRUCK PARTS:							2,569.56	
THOMAS PETROLEUM, LLC								
02/22/2024	110343	0857692-IN	7891	THOMAS PETROLEUM	910-000-13001	DIESEL	13,783.82	02/24
02/22/2024	110343	0857696-IN	7891	THOMAS PETROLEUM	910-000-13001	GAASOLINE	19,551.89	02/24
02/22/2024	110343	0859390-IN	7891	THOMAS PETROLEUM	910-000-13001	DIESEL	13,662.30	02/24
02/22/2024	110343	0865193-IN	7891	THOMAS PETROLEUM	220-471-42016	DIESEL	5,826.89	02/24
Total THOMAS PETROLEUM, LLC:							52,824.90	
TRANSUNION RISK & ALTERNATIVE								
02/22/2024	110344	45851-202401-	10413	TRANSUNION RISK &	100-420-43031	CREDIT CHECK-PD	95.60	02/24
Total TRANSUNION RISK & ALTERNATIVE:							95.60	
TRIAD/HOLMES ASSOCIATES								
02/22/2024	110345	1022117	336	TRIAD/HOLMES ASSO	300-531-43031	MAMMOTH CREEK PA	796.25	02/24
02/22/2024	110345	1022119	336	TRIAD/HOLMES ASSO	300-531-43031	TOWN CIVIC CTR	580.00	02/24
Total TRIAD/HOLMES ASSOCIATES:							1,376.25	
VERITONE								
02/22/2024	110346	616352	19187	VERITONE	100-420-43031	MEMBERSHIP 03/01/24	1,300.00	02/24
Total VERITONE:							1,300.00	
VERIZON WIRELESS								
02/22/2024	110347	9955853090	10652	VERIZON WIRELESS	220-471-43404	01/24-AIRPORT	152.04	02/24
Total VERIZON WIRELESS:							152.04	
WESTERN NEVADA SUPPLY CO.								
02/22/2024	22224112	51096477	155	WESTERN NEVADA SU	858-436-45080	PARTS	706.84	02/24
Total WESTERN NEVADA SUPPLY CO.:							706.84	
XEROX CORPORATION								
02/22/2024	110348	020651058	234	XEROX CORPORATIO	100-416-46010	JAN 2024-7TX-145461	180.87	02/24
Total XEROX CORPORATION:							180.87	
Grand Totals:							661,292.92	

Signature:	ROBERT PATTERSON		Date	2/22/2024
Signature:	JAMIE GRAY		Date	2/22/24
Signature:	STEPHANIE TRUJILLO		Date	2/22/24

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

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A T & T								
02/28/2024	110350	01/24-1311	1447	A T & T	210-452-43404	01/24-PWM	34.86	02/24
02/28/2024	110350	01/24-8983	1447	A T & T	100-420-43404	01/24-PD	204.47	02/24
Total A T & T:							239.33	
ALEX PRINTING								
02/28/2024	110351	56553	2976	ALEX PRINTING	100-416-42002	BUSINESS CARDS-BE	43.50	02/24
02/28/2024	110351	56579	2976	ALEX PRINTING	100-416-42002	ENVELOPES	368.66	02/24
02/28/2024	110351	56580	2976	ALEX PRINTING	100-416-42002	ENVELOPES	690.56	02/24
02/28/2024	110351	56601	2976	ALEX PRINTING	220-471-43031	PRINTING	284.58	02/24
Total ALEX PRINTING:							1,387.30	
AMAZON CAPITAL SERVICES								
02/28/2024	110352	1H6L-NFJL-V7	19234	AMAZON CAPITAL SER	100-420-45060	OFFICE SUPPLIES	1,267.97	02/24
Total AMAZON CAPITAL SERVICES:							1,267.97	
AT&T DOJ LINE								
02/28/2024	110353	21201238	18336	AT&T DOJ LINE	100-420-43031	JAN 2024	883.83	02/24
Total AT&T DOJ LINE:							883.83	
AT&T MOBILITY								
02/28/2024	110354	287311715401	8453	AT&T MOBILITY	100-420-43404	FEB 2024-MIFI-PD	74.85	02/24
Total AT&T MOBILITY:							74.85	
ATLEEWORX, ANTHONY								
02/28/2024	110355	02/18/24	19435	ATLEEWORX, ANTHON	210-452-42030	MEAL ALLOWANCE	100.00	02/24
Total ATLEEWORX, ANTHONY:							100.00	
BAE URBAN ECONOMICS, INC								
02/28/2024	110356	2739-DEC23R	19440	BAE URBAN ECONOMI	100-445-43031	DEC 2023	16,355.16	02/24
Total BAE URBAN ECONOMICS, INC:							16,355.16	
BIG CITY PRINT, INC								
02/28/2024	110357	6105	19394	BIG CITY PRINT, INC	858-436-43120	DASHBOARDS	4,424.38	02/24
Total BIG CITY PRINT, INC:							4,424.38	
BISHOP AUTOMOTIVE CENTER								
02/28/2024	22824100	1-GS70285	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	1,450.68	02/24
02/28/2024	22824100	1-70089	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	402.18	02/24
Total BISHOP AUTOMOTIVE CENTER:							1,852.86	
BLACK POINT CINDERS, INC.								
02/28/2024	22824101	1106	1012	BLACK POINT CINDER	210-452-43031	DE-ICING CINDERS	10,498.35	02/24

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Total BLACK POINT CINDERS, INC.:							10,498.35	
BLUEBIRD IMAGING								
02/28/2024	110358	5989	8182	BLUEBIRD IMAGING	858-436-43120	CANVAS PRINTS	1,276.84	02/24
Total BLUEBIRD IMAGING:							1,276.84	
BORG EQUIPMENT & SUPPLY CO.								
02/28/2024	22824102	24-0913076-00	18780	BORG EQUIPMENT &	910-000-13003	PARTS	66.20	02/24
Total BORG EQUIPMENT & SUPPLY CO.:							66.20	
BUCHER MUNICIPAL NORTH AMERICA, INC.								
02/28/2024	110359	57818	18537	BUCHER MUNICIPAL N	910-000-13003	PARTS	2,565.95	02/24
Total BUCHER MUNICIPAL NORTH AMERICA, INC.:							2,565.95	
BVR LA VISTA BLANC 15								
02/28/2024	110360	BT 9867	19477	BVR LA VISTA BLANC 1	001-000-10760	BT OVERPYMT	1,214.07	02/24
Total BVR LA VISTA BLANC 15:							1,214.07	
CALIFORNIA BROADBAND CORP								
02/28/2024	110361	20000046800	10416	CALIFORNIA BROADB	100-418-43404	FEB 2024	2,666.47	02/24
Total CALIFORNIA BROADBAND CORP:							2,666.47	
CAMARGO-AGUILOR, SERGIO								
02/28/2024	110362	02/18/24	19466	CAMARGO-AGUILOR,	210-452-42030	MEAL ALLOWANCE	161.00	02/24
Total CAMARGO-AGUILOR, SERGIO:							161.00	
CEPEDA, LUIS								
02/28/2024	110363	02/18/24	6911	CEPEDA, LUIS	210-452-42030	MEAL ALLOWANCE	138.00	02/24
Total CEPEDA, LUIS:							138.00	
CONSTRUCTION SPECIALTY, INC.								
02/28/2024	110364	18645	683	CONSTRUCTION SPE	210-452-43031	TRUCKING CHGS	4,500.00	02/24
Total CONSTRUCTION SPECIALTY, INC.:							4,500.00	
CREATIVE IMAGE EMBROIDERY								
02/28/2024	110365	27196	6087	CREATIVE IMAGE EMB	100-420-42006	EXPLORERS PROGRA	357.05	02/24
Total CREATIVE IMAGE EMBROIDERY:							357.05	
DATA TICKET, INC								
02/28/2024	110366	092023HH	3351	DATA TICKET, INC	100-420-43031	LINCENSE FEE	1,625.00	02/24
Total DATA TICKET, INC:							1,625.00	
DEPT OF JUSTICE								
02/28/2024	110367	712033	1775	DEPT OF JUSTICE	100-420-43156	JAN 2024 FINGERPRIN	1,181.00	02/24
Total DEPT OF JUSTICE:							1,181.00	

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DIMAS, JESUS								
02/28/2024	110368	02/18/24	18507	DIMAS, JESUS	210-452-42030	MEAL ALLOWANCE	184.00	02/24
Total DIMAS, JESUS:							184.00	
DIY HOME CENTER								
02/28/2024	110369	123623	5476	DIY HOME CENTER	858-436-45080	MAINT SUPPLIES	17.61	02/24
02/28/2024	110369	123749	5476	DIY HOME CENTER	858-436-45080	MAINT SUPPLIES	9.69	02/24
02/28/2024	110369	123750	5476	DIY HOME CENTER	858-436-45080	MAINT SUPPLIES	39.74	02/24
02/28/2024	110369	123783	5476	DIY HOME CENTER	858-436-45080	MAINT SUPPLIES	6.29	02/24
02/28/2024	110369	123801	5476	DIY HOME CENTER	210-452-42007	STOP SIGNS	11.62	02/24
02/28/2024	110369	123827	5476	DIY HOME CENTER	100-420-42007	MAINT SUPPLIES	5.80	02/24
02/28/2024	110369	123954	5476	DIY HOME CENTER	210-452-42025	MAINT SUPPLIES	35.64	02/24
02/28/2024	110369	124009	5476	DIY HOME CENTER	100-420-42007	MAINT SUPPLIES	30.04	02/24
02/28/2024	110369	124148	5476	DIY HOME CENTER	100-420-45060	MAINT SUPPLIES	19.35	02/24
02/28/2024	110369	124159	5476	DIY HOME CENTER	210-456-42007	MAINT SUPPLIES	58.15	02/24
02/28/2024	110369	124452	5476	DIY HOME CENTER	210-456-42007	MAINT SUPPLIES	26.16	02/24
Total DIY HOME CENTER:							240.71	
EASTERN SIERRA PROPANE								
02/28/2024	110370	0723027-JAN 2	5323	EASTERN SIERRA PR	210-456-43404	VOO DOO CHUTE	1,180.53	02/24
02/28/2024	110370	0723146-FEB	5323	EASTERN SIERRA PR	210-456-43404	VOO DOO CHUTE	3,829.46	02/24
Total EASTERN SIERRA PROPANE:							5,009.99	
ELBERT DISTRIBUTING								
02/28/2024	22824103	PI0056173	19208	ELBERT DISTRIBUTIN	910-000-13003	PARTS	862.14	02/24
Total ELBERT DISTRIBUTING:							862.14	
FELKEL CONSTRUCTION INC.								
02/28/2024	22824104	2024-41	18990	FELKEL CONSTRUCTI	858-436-43031	SNOW SHOVELING 01/	760.00	02/24
Total FELKEL CONSTRUCTION INC.:							760.00	
FIGUEROA, SALVADORE								
02/28/2024	110371	02/18/24	18759	FIGUEROA, SALVADO	210-452-42030	MEAL ALLOWANCE	184.00	02/24
Total FIGUEROA, SALVADORE:							184.00	
FOREST MEADOWS HOMEOWNERS ASSOC.								
02/28/2024	110372	FM12-MARCH	19480	FOREST MEADOWS H	100-464-43404	MARCH 2024 CAM-FM	545.00	02/24
Total FOREST MEADOWS HOMEOWNERS ASSOC.:							545.00	
FRONTIER COMMUNICATIONS								
02/28/2024	110373	01/24-3825	10869	FRONTIER COMMUNIC	220-471-43404	01/24-AIRPORT	111.50	02/24
02/28/2024	110373	01/24-3509	10869	FRONTIER COMMUNIC	858-436-43404	01/24-OLD ICE RINK	81.57	02/24
Total FRONTIER COMMUNICATIONS:							193.07	
GALVAN, JOSE								
02/28/2024	110374	02/18/24	19439	GALVAN, JOSE	210-452-42030	MEAL ALLOWANCE	161.00	02/24
Total GALVAN, JOSE:							161.00	

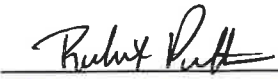
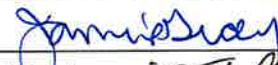

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GARNICA, VICTOR								
02/28/2024	110375	02/18/24	18535	GARNICA, VICTOR	210-452-42030	MEAL ALLOWANCE	92.00	02/24
Total GARNICA, VICTOR:							92.00	
GEMPLER'S, INC.								
02/28/2024	110376	INV000457412	5364	GEMPLER'S, INC.	210-452-42025	UNIFORM	129.29	02/24
02/28/2024	110376	INV000457571	5364	GEMPLER'S, INC.	210-452-42025	UNIFORM	396.96	02/24
Total GEMPLER'S, INC.:							526.25	
GONZALES, ROBERT								
02/28/2024	110377	02/18/24	19308	GONZALES, ROBERT	210-452-42030	MEAL ALLOWANCE	60.00	02/24
Total GONZALES, ROBERT:							60.00	
HALFERTY, DERRICK								
02/28/2024	110378	02/18/24	10324	HALFERTY, DERRICK	210-452-42030	MEAL ALLOWANCE	161.00	02/24
Total HALFERTY, DERRICK:							161.00	
HANSEN, DANIEL								
02/28/2024	110379	03/11-03/14/24	8373	HANSEN, DANIEL	100-420-43150	PER DIEM	176.00	02/24
Total HANSEN, DANIEL:							176.00	
HEDGE, KYLE								
02/28/2024	110380	02/18/24	19461	HEDGE, KYLE	210-452-42030	MEAL ALLOWANCE	120.00	02/24
Total HEDGE, KYLE:							120.00	
HEILMAN, JASON								
02/28/2024	110381	03/11-03/14/24	18174	HEILMAN, JASON	100-420-43150	PER DIEM	176.00	02/24
Total HEILMAN, JASON:							176.00	
HERNANDEZ-LOPEZ, JONATHAN								
02/28/2024	110382	02/18/24	19273	HERNANDEZ-LOPEZ, J	210-452-42030	MEAL ALLOWANCE	138.00	02/24
Total HERNANDEZ-LOPEZ, JONATHAN:							138.00	
HERNANDEZ-PEREZ, JONATHAN								
02/28/2024	110383	02/18/24	19274	HERNANDEZ-PEREZ, J	210-452-42030	MEAL ALLOWANCE	138.00	02/24
Total HERNANDEZ-PEREZ, JONATHAN:							138.00	
HIGH COUNTRY LUMBER								
02/28/2024	110384	45433	830	HIGH COUNTRY LUMB	210-452-42007	MAINT SUPPLIES	2.79	02/24
02/28/2024	110384	45969	830	HIGH COUNTRY LUMB	220-471-42007	MAINT SUPPLIES	34.49	02/24
Total HIGH COUNTRY LUMBER:							37.28	
HOT CREEK AVIATION, LLC CAR RENTAL								
02/28/2024	110385	DEC 2023	6622	HOT CREEK AVIATION,	220-471-43031	CAR RENTAL	486.45	02/24
02/28/2024	110385	NOV 2023-CA	6622	HOT CREEK AVIATION,	220-471-43031	CAR RENTAL	129.75	02/24
Total HOT CREEK AVIATION, LLC CAR RENTAL:							616.20	

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INYO COUNTY ADMINISTRATION								
02/28/2024	110386	22424-2	19476	INYO COUNTY ADMINI	100-405-43031	03/11/23-03/31/23	11,945.75	02/24
Total INYO COUNTY ADMINISTRATION:							11,945.75	
JIM CHARLON FORD, INC.								
02/28/2024	110387	63486	19138	JIM CHARLON FORD, I	910-000-13003	PARTS	3,209.55	02/24
02/28/2024	110387	63705	19138	JIM CHARLON FORD, I	910-000-13003	PARTS	954.39	02/24
02/28/2024	110387	63719	19138	JIM CHARLON FORD, I	910-000-13003	PARTS	423.94	02/24
02/28/2024	110387	63715	19138	JIM CHARLON FORD, I	910-000-13003	PARTS	739.34	02/24
Total JIM CHARLON FORD, INC.:							5,327.22	
KIMBALL-MIDWEST								
02/28/2024	110388	101924687	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	201.62	02/24
02/28/2024	110388	101926709	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	121.30	02/24
Total KIMBALL-MIDWEST:							322.92	
KURNIK PROPERTIES, LLC								
02/28/2024	110389	MARCH 2024	19406	KURNIK PROPERTIES,	210-450-43031	EQUIPMENT STORAG	438.00	02/24
Total KURNIK PROPERTIES, LLC:							438.00	
L'ABRI HOMEOWNERS ASSOCIATION								
02/28/2024	110390	UNIT 4-MARC	5816	L'ABRI HOMEOWNERS	100-464-43404	03/24-CAM	400.00	02/24
02/28/2024	110390	UNIT 2-MARC	5816	L'ABRI HOMEOWNERS	100-464-43404	03/24-CAM	400.00	02/24
Total L'ABRI HOMEOWNERS ASSOCIATION:							800.00	
LEMUS, ARTURO								
02/28/2024	110391	02/18/24	19438	LEMUS, ARTURO	210-452-42030	MEAL ALLOWANCE	138.00	02/24
Total LEMUS, ARTURO:							138.00	
LEMUS, BRIAN								
02/28/2024	110392	02/18/24	19130	LEMUS, BRIAN	210-452-42030	MEAL ALLOWANCE	138.00	02/24
Total LEMUS, BRIAN:							138.00	
LINDE GAS & EQUIPMENT INC.								
02/28/2024	110393	41229171	19251	LINDE GAS & EQUIPM	210-455-43031	CYLINDER RENTAL	1,008.94	02/24
02/28/2024	110393	41229211	19251	LINDE GAS & EQUIPM	220-471-43031	CYLINDER RENTAL	148.86	02/24
Total LINDE GAS & EQUIPMENT INC.:							1,157.80	
LUTTRELL HOLDINGS IIM LLC								
02/28/2024	22824105	2353	19462	LUTTRELL HOLDINGS	100-415-43031	02/04/24-T CHIRRick	990.48	02/24
02/28/2024	22824105	2377	19462	LUTTRELL HOLDINGS	100-415-43031	02/11 & 02/18/24- T Chir	2,058.36	02/24
Total LUTTRELL HOLDINGS IIM LLC:							3,048.84	
MALDONADO, FERNANDO								
02/28/2024	110394	02/18/24	7688	MALDONADO, FERNA	210-452-42030	MEAL ALLOWANCE	161.00	02/24
Total MALDONADO, FERNANDO:							161.00	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
MAMMOTH LAKES FOUNDATION								
02/28/2024	22824106	031	2271	MAMMOTH LAKES FO	100-436-45010	JAN 2024-RENT	2,250.00	02/24
Total MAMMOTH LAKES FOUNDATION:							2,250.00	
MAMMOTH MOUNTAIN SKI AREA								
02/28/2024	22824107	2201-001432	330	MAMMOTH MOUNTAIN	857-452-43031	SNOWMELT 11/28-12/3	1,511.70	02/24
Total MAMMOTH MOUNTAIN SKI AREA:							1,511.70	
MARTINEZ, FEDERICO								
02/28/2024	110395	02/18/24	18775	MARTINEZ, FEDERICO	210-452-42030	MEAL ALLOWANCE	184.00	02/24
Total MARTINEZ, FEDERICO:							184.00	
MCMASTER-CARR SUPPLY COMPANY								
02/28/2024	110396	21534620	272	MCMASTER-CARR SU	910-000-13003	PARTS	36.63	02/24
Total MCMASTER-CARR SUPPLY COMPANY:							36.63	
MINARET VILLAGE SHOPPING CENTE								
02/28/2024	22824108	MARCH 2024	1	MINARET VILLAGE SH	100-416-45010	03/24-RENT	34,251.04	02/24
Total MINARET VILLAGE SHOPPING CENTE:							34,251.04	
MISSION LINEN SUPPLY, INC								
02/28/2024	110397	521034438	6482	MISSION LINEN SUPPL	100-420-42007	MAINT SUPPLIES	184.26	02/24
02/28/2024	110397	521034449	6482	MISSION LINEN SUPPL	210-456-42007	MAINT SUPPLIES	35.37	02/24
02/28/2024	110397	521050148	6482	MISSION LINEN SUPPL	210-455-42006	UNIFORM	186.63	02/24
02/28/2024	110397	521091158	6482	MISSION LINEN SUPPL	210-455-42006	UNIFORM	237.29	02/24
Total MISSION LINEN SUPPLY, INC:							643.55	
MODEL1 COMMERCIAL VEHICLES, INC.								
02/28/2024	110398	XA128006112:	19359	MODEL1 COMMERCIA	910-000-13003	PARTS	503.03	02/24
Total MODEL1 COMMERCIAL VEHICLES, INC.:							503.03	
MOUNTAIN SHADOWS HOMEOWNERS' ASSOC								
02/28/2024	110399	MS17687 MAR	19168	MOUNTAIN SHADOWS	100-464-43404	02/24 CAM UNIT G1	563.45	02/24
Total MOUNTAIN SHADOWS HOMEOWNERS' ASSOC:							563.45	
MURPHY, LUCAS								
02/28/2024	110400	02/18/24	19292	MURPHY, LUCAS	210-452-42030	MEAL ALLOWANCE	138.00	02/24
Total MURPHY, LUCAS:							138.00	
OCAMPOS, ISIDRO								
02/28/2024	110401	02/18/24	19272	OCAMPOS, ISIDRO	210-452-42030	MEAL ALLOWANCE	161.00	02/24
Total OCAMPOS, ISIDRO:							161.00	
ONWARD								
02/28/2024	110402	10001284153	18118	ONWARD	100-418-43404	FEB 2024	516.41	02/24
Total ONWARD:							516.41	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
PARS								
02/28/2024	110403	54929	6552	PARS	100-416-43031	12/23-SVCS	372.62	02/24
02/28/2024	110403	54989	6552	PARS	100-420-43031	12/23-SVCS	800.00	02/24
Total PARS:							1,172.62	
PETTY CASH								
02/28/2024	110404	EMPLOYEE L	351	PETTY CASH	100-414-42030	EMPLOYEE LUNCHEO	100.00	02/24
Total PETTY CASH:							100.00	
QUILL CORPORATION								
02/28/2024	22824109	35826739A	2090	QUILL CORPORATION	100-416-42002	OFFICE SUPPLIES	176.03	02/24
02/28/2024	22824109	37160382	2090	QUILL CORPORATION	100-416-42002	OFFICE SUPPLIES	707.39	02/24
02/28/2024	22824109	37390682	2090	QUILL CORPORATION	100-416-42002	OFFICE SUPPLIES	96.50	02/24
Total QUILL CORPORATION:							979.92	
RAYVERN LIGHTING SUPPLY CO. INC								
02/28/2024	22824110	69887-0	10385	RAYVERN LIGHTING S	210-456-42007	LIGHTING SUPPLIES	128.42	02/24
Total RAYVERN LIGHTING SUPPLY CO. INC:							128.42	
SCE								
02/28/2024	110405	02/24-8559	145	SCE	100-420-43404	02/24-PD	1,044.55	02/24
02/28/2024	110405	02/24-4645	145	SCE	857-452-43404	02/24-STREET LIGHTS	254.39	02/24
02/28/2024	110405	02/24-4777	145	SCE	857-452-43404	02/24-STREET LIGHTS	181.41	02/24
02/28/2024	110405	01/24-4416	145	SCE	210-452-43404	01/24-PWM	194.46	02/24
02/28/2024	110405	02/24-9768	145	SCE	220-471-43404	02/24-AIRPORT	5,084.02	02/24
02/28/2024	110405	02/24-1042	145	SCE	100-464-43404	02/24-L'ABRI 4	417.53	02/24
02/28/2024	110405	02/24-6190	145	SCE	857-452-43404	02/24-MERIDIAN	1,003.30	02/24
02/28/2024	110405	01/24-1134	145	SCE	858-438-43404	01/24-ICE RINK	1,651.27	02/24
02/28/2024	110405	02/24-4492	145	SCE	100-438-43404	02/24-C CTR	320.49	02/24
02/28/2024	110405	02/24-7351	145	SCE	210-452-43404	02/24-PWM	1,168.54	02/24
02/28/2024	110405	02/24-1725	145	SCE	210-452-43404	02/24-PWM	583.11	02/24
02/28/2024	110405	02/24-3857	145	SCE	100-464-43404	02/24-MTN SHADOWS	546.04	02/24
02/28/2024	110405	02/24-5862	145	SCE	210-452-43404	02/24-BIKE TRAIL STR	20.47	02/24
02/28/2024	110405	02/24-7915	145	SCE	220-471-43404	02/24-AIRPORT	304.04	02/24
Total SCE:							12,773.62	
SHEET, THE								
02/28/2024	110406	11424	6678	SHEET, THE	100-417-43140	01/24-ADVERT	318.00	02/24
02/28/2024	110406	11467	6678	SHEET, THE	100-414-43130	01/24-ADVERT	45.00	02/24
02/28/2024	110406	11468	6678	SHEET, THE	100-414-43130	01/24-ADVERT	45.00	02/24
Total SHEET, THE:							408.00	
SIERRA MANORS HOMEOWNERS ASSOC.								
02/28/2024	110407	MARCH 2024	19351	SIERRA MANORS HOM	100-464-43404	03/24-CAM 53	439.54	02/24
Total SIERRA MANORS HOMEOWNERS ASSOC.:							439.54	
SILVER STATE INTERNATIONAL TRUCKS								
02/28/2024	22824111	X201135316:01	35	SILVER STATE INTERN	910-000-13003	PARTS	1,346.88	02/24
02/28/2024	22824111	X201135738:01	35	SILVER STATE INTERN	910-000-13003	PARTS	244.16	02/24

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total SILVER STATE INTERNATIONAL TRUCKS:							1,591.04	
STERZINGER, JORDAN								
02/28/2024	110408	02/18/24	19436	STERZINGER, JORDA	210-452-42030	MEAL ALLOWANCE	138.00	02/24
Total STERZINGER, JORDAN:							138.00	
THE CACTUS & THE HAWK								
02/28/2024	110409	SNOW REMOV	19475	THE CACTUS & THE H	100-405-42030	SNOW REMOVAL GRA	7,500.00	02/24
Total THE CACTUS & THE HAWK:							7,500.00	
THOMAS PETROLEUM, LLC								
02/28/2024	110410	0863543-IN	7891	THOMAS PETROLEUM	910-000-13001	GASOLINE	10,263.16	02/24
02/28/2024	110410	0863540-IN	7891	THOMAS PETROLEUM	910-000-13001	DIESEL	21,707.15	02/24
02/28/2024	110410	0866684-IN	7891	THOMAS PETROLEUM	910-000-13003	BLUEDEF	1,400.75	02/24
02/28/2024	110410	0867256-IN	7891	THOMAS PETROLEUM	910-000-13003	OIL	4,214.16	02/24
02/28/2024	110410	0867389-IN	7891	THOMAS PETROLEUM	910-000-13001	DIESEL	13,869.87	02/24
Total THOMAS PETROLEUM, LLC:							51,455.09	
TRANE U.S. INC.								
02/28/2024	110411	314288085	10076	TRANE U.S. INC.	858-436-45050	01/25-SCVS	2,490.00	02/24
Total TRANE U.S. INC.:							2,490.00	
VEGA, VALENTINE								
02/28/2024	110412	02/18/24	18512	VEGA, VALENTINE	210-452-42030	MEAL ALLOWANCE	20.00	02/24
Total VEGA, VALENTINE:							20.00	
VERIZON WIRELESS								
02/28/2024	110413	9951356627A	10652	VERIZON WIRELESS	858-436-46200	CRC MIFI	404.28	02/24
02/28/2024	110413	9955022895	10652	VERIZON WIRELESS	100-420-43404	01/24-PD	990.79	02/24
02/28/2024	110413	9956293015	10652	VERIZON WIRELESS	100-467-43404	01/24-TRAILS	1,689.73	02/24
Total VERIZON WIRELESS:							3,084.80	
WENTWORTH, JOHN								
02/28/2024	110414	01/10-01/12/24	10738	WENTWORTH, JOHN	100-410-43150	LODGING	835.64	02/24
Total WENTWORTH, JOHN:							835.64	
WEST, QWINA								
02/28/2024	110415	02/18/24	18760	WEST, QWINA	210-452-42030	MEAL ALLOWANCE	138.00	02/24
Total WEST, QWINA:							138.00	
ZUMAR INDUSTRIES, INC.								
02/28/2024	22824112	46383	159	ZUMAR INDUSTRIES, I	220-471-43031	Parking Lot Signs	1,909.70	02/24
Total ZUMAR INDUSTRIES, INC.:							1,909.70	
Grand Totals:							212,616.98	

Signature:	ROBERT PATTERSON		Date	2/28/2024
Signature:	JAMIE GRAY		Date	2/29/24
Signature:	STEPHANIE TRUJILLO		Date	2/28/24

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

TOWN COUNCIL STAFF REPORT

Title: Waive the reading and introduce by title only the ordinance amending
Municipal Code Chapter 3.12 – Transient Occupancy Tax and 5.40
Transient Rental of Residential Units.

Meeting Date: March 6, 2024

Prepared by: Rob Patterson, Town Manager

RECOMMENDATION:

Staff is requesting the Town Council waive the reading and introduce by title only the ordinance amending Municipal Code Chapter 3.12 – Transient Occupancy Tax and 5.40 Transient Rental of Residential Units.

BACKGROUND:

The STR Advisory Committee subcommittee one (Certified Properties) convened to review specific elements of Short-Term Rental (STR) administration. Town Staff have been working on the program for a year and the general outline included a framework that would correct deficiencies of the current STR management program. However, there were a number of areas where the subcommittee reviewed best practices and appropriate responses based on their knowledge of the industry. These elements included upgraded safety inspection and requirements, tiered penalty structure, and fee schedule. These recommendations, along with an implementation plan defining the timing of the updates, are provided for review.

ANALYSIS:

The re-write of these chapters mainly reflects a significant shift in the way the Town issues licenses for the operation of a short term rental. The previous version focused mainly on the rental operator which is the Business Tax Certificate (BTC) holder for short term rentals. These operators were required to obtain a Transient Occupancy Tax (TOT) certificate that outlined the allowable stats for each unit. In this case, the BTC holder was the main contact for the rental activity while the property owner had the ultimate responsibility for the rental activity occurring within their unit. For example, when tax is unpaid for a unit, the Town's final recourse for enforcement activity is a lien on the property. The Town also did not have an owner of record on file or any contact information of the actual property owner. The Certified Properties (CP) program flips that level of responsibility, placing the CP certificate above that of the BTC holder. The owner of the property is required to register with the Town and pay an annual fee to obtain a CP certificate. Once the certificate is acquired, the owner may have their property advertised by any BTC holder or choose to obtain their own BTC as an owner operator.

In addition to the fundamental change in responsibility, adjustments were made to address challenges staff has encountered while administering STR activity and conducting enforcement work. The items addressed are as follows:

Safety

The goal of the safety elements is to provide enhanced security for guests, quality of life for the community, and improve visitor experience. Our current inspection program includes a review to confirm that safety devices are in place and functional, the unit is in good working order with no defects to structure or fixtures, and all fire mitigation elements are in place and no hazards identified. The full list of the current program is attached (Attachment A).

Required Inspections

Currently some properties operating as STRs have never been inspected. They were grandfathered in during the initial push for registration in 2015. The proposal is to have every property certified for STR going through an inspection every 4 years. The 4-year mark is determined by the availability of inspectors, which are outside businesses, not Town employees. With a process of every 4 years, roughly 900 properties per year need to be inspected. In addition to an inspection every 4 years, if a property changes hands, it must go through an inspection before it can be certified for rental. The Town may also conduct interim inspections in response to complaints received. These inspections would be conducted by the Town's code enforcement unit within the Building department.

Emergency Contact

The emergency contact would need to be either a business in Town providing 24-hour contract services, licensed as such within the Town of Mammoth Lakes, a property management company that provides those services, or an owner who lives within 60 minutes of Town. All information will be verified and published as part of the interactive map.

Interactive Map

The Town would develop an interactive map via link from the Town website of all Certified Properties in the Town of Mammoth Lakes. Each listing would include the name and phone number of the 24-hour emergency contact, manager name and telephone number, occupancy limit of the unit, and available parking spots (if applicable).

Cleaning Services

The cleaning services for each unit can be the owner, property management company, or a licensed business in the Town of Mammoth Lakes. The assigned service provider information will need to be shared with the Town, so that the Town is able to reach out directly with inquiries on the property or health and safety orders or declarations.

Review Occupancy Increase Requests

The Town will review all previously authorized "Increase in Occupancy" that have been issued by the Town's previous process. The review will be based on tighter criteria than were used for the original approvals. Instead of all being approved unless there is a major

concern, applicants would be required to make a case for why the increase is warranted over and above standards. These considerations would be based on unique elements of the property that make it atypical for standards. A simple request for additional occupancy would not be granted.

Educational Materials

Staff to develop a code of conduct document to be provided by each operator for all visitors to review. This is currently in development and may include other media such as videos or marketing pamphlets that may be shared during check in.

Penalties

The goal of any disciplinary action is to encourage operators to remain within regulation with potential implications that are both appropriate and impactful enough to be effective. The recommendations from the subcommittee were broken into two levels of severity.

Operational Issues – Minor Violations

On occasion, complaints are received on the condition of a property or actions of an operator. The Town can also be made aware of such problems through our normal inspections or code enforcement activity. These minor violations are considered nuisance issues, and the operator should have the opportunity to resolve the issue before any further action is taken. However, in the event that insufficient action is taken, the practices should escalate the Town's ability to get the problems fixed. Progressive process to address minor violations:

1. The operator is notified of the problems and will have 30 days to resolve the identified problems, to continue renting without penalty or suspension.
2. If the problems are not corrected in the initial 30 days, the operator will receive a fine, in accordance with the Town's fine schedule for non-compliance.
3. If the problems are not corrected within 45 days of initial notice, the operator would have their license to rent suspended until the problems are resolved to the satisfaction of the Town.
4. Continued operation after suspension, including advertising for rentals, would revert to our enforcement processes that could result in fines of \$5,000 per day.

Major Violations of Conduct

These violations are more egregious as they are obvious attempts to defraud the Town of revenue or could create unsafe conditions for patrons as well as the community. This willful intent demonstrates a clear understanding of the rules with a willful intent to disregard them. These violations automatically earn a suspension for a minimum of 90 days.

Examples:

1. During an audit, it is determined that an operator falsely reported income to minimize the amount of tax paid to the Town. During our audits, this occurs

roughly 50% of the time and our current practice only requires them to pay penalties and interest on unreported activity. This practice will still require payment of penalties and interest on unreported revenue but would also require a 90-day suspension of activity. Any rental activity or advertisement for rental during the 90-day pause would result in normal enforcement activity up to \$5,000 per day.

2. Remodel or construction without a required building permit. If an operator does work without the appropriate permit, they will have their certificate suspended for 90 days. Any rental activity or advertisement for rental during the 90-day pause would result in normal enforcement activity up to \$5,000 per day.
3. Three strikes rule. If an operator continues to have minor violations, meaning the problem is resolved but it occurs again due to their practices, they will face a 3-month suspension on the third occurrence. This process would be property based, not owner based, meaning they are issues occurring only at that property. This is important in the event the operator has multiple properties.
4. As stated, there is an initial suspension earned on the first occurrence. In the event the operator has multiple violations, they will receive progressive discipline that could suspend their operations for 1 year.

Updated Fees per Certified Property

Town fees are regulated by Proposition 4 and Article XIII B of the California Constitution which prevents a governmental entity from charging fees that exceed the costs reasonably borne by the entity in providing the product or service. The Town has a set of fees that are based on the cost of staff necessary to issue the license and certificates for any business. The recommendation is to expand the fee calculation to encompass the entire cost of staff necessary to administer the STR program. Staff has made the following assumptions in assigning the cost of the program to the certified properties engaged in STR activity.

Assumptions of Cost:

1. Use total cost of salary and benefit for the Revenue team and Finance Director, minus one revenue specialist that is assigned to other Business Tax Certificate activity, and 60% of Finance Director to approximate other duties. The department cost, in net of adjustments noted above, is \$400,000.
2. Use 20% of Code Enforcement, Public Safety for STR responses - \$85,000.
3. Add 1 full-time staff member dedicated to Audit and Enforcement activities - \$110,000.
4. Add 1 part-time staff member dedicated to Enforcement Activities - \$30,000.
5. Estimated overhead cost of 30% of Staff costs, for facility and other Town costs. \$185,000
6. Contract cost for Rentalscape for online monitoring of STR activities. – \$90,000
7. Total cost of STR administration - \$900,000

8. Total number of Certified Properties, based on current number with incremental growth. 3,600
9. Annual fee for each Certified Property - \$250

In order to address the changes outlined above, staff had to modify most sections of Municipal Code 3.12 and 5.40. Staff has concluded this work with final review from the Town Attorney. Any update to the Municipal Code requires a three step process to implementation:

1. The first reading. This is the first public presentation of the intended changes to the Municipal Code. Specific language can be reviewed, and feedback provided.
2. Second Reading – The second reading takes place at least 15 days after the first reading. This is the final step of review and public comment prior to implementation.
3. 30 – Days waiting period – The new laws take effect 30 days after the second reading and becomes law governing all existing and new business.

A potential timeline for implementation could have the new Municipal Code updates take effect by April 22, 2024. Once these edits are in place, Town Council may choose to lift the moratorium on the issuance of new STR certificates. Staff has prepared a separate agenda item to address the lifting of the moratorium that would run concurrently with the adoption of these Municipal Code updates, effective April 22, 2024.

ORDINANCE NO. 24-

**AN ORDINANCE OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH LAKES
AMENDING MUNICIPAL CODE CHAPTERS 3.12 AND 5.40
REGARDING TRANSIENT OCCUPANCY TAX AND
TRANSIENT RENTAL OF RESIDENTIAL UNITS**

WHEREAS, the Town Council has previously adopted Chapter 3.12 of the Mammoth Lakes Municipal Code, establishing a transient occupancy tax and providing for its collection; and

WHEREAS, the Town Council has previously adopted Chapter 5.40 of the Mammoth Lakes Municipal Code, establishing operating requirements for properties used as transient rentals; and

WHEREAS, the STR Advisory Committee and Town staff have identified a number of ways in which Chapters 3.12 and 5.40 can be improved, including the replacement of the existing transient occupancy tax certificate system with a “certified property” structure, providing for additional disclosures by operators of transient occupancy units, and providing owners of properties used as short-term rentals with greater flexibility in how they manage and operate those properties; and

WHEREAS, the amendments to Chapter 3.12 addressed in this ordinance do not increase or extend the Town’s transient occupancy tax, or expand the incidence of taxation, and thus do not require approval by Mammoth Lakes voters;

THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1: The Town Council hereby amends the Mammoth Lakes Municipal Code by amending and restating Chapters 3.12 (Transient Occupancy Tax) and 5.40 (Transient Rentals of Residential Units) of the Municipal Code to read as set forth in Exhibits “A” and “B”, respectively, attached hereto and incorporated herein.

Section 2: EFFECTIVE DATE OF ORDINANCE

This Ordinance shall become effective and enforceable thirty (30) days from and after the date of its adoption, provided that the amendments to Chapters 3.12 and 5.40 shall be effective as of 12:00 am on Monday, April 22, 2024.

Section 3: POSTING

The Town Clerk shall, within fifteen (15) days after the passage of this ordinance, cause it to be posted at the duly designated posting places established by resolution of the Town

Council, published once in a newspaper of general circulation, and entered in the Book of Ordinances of the Town.

Section 4: SEVERABILITY

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

The foregoing Ordinance was introduced on the 6th day of March, 2024, and PASSED, APPROVED, AND ADOPTED on the 20th day of March, 2024.

Bill Sauser, Mayor

ATTEST:

Jamie Gray, Town Clerk

EXHIBIT "A"

CHAPTER 3.12 – TRANSIENT OCCUPANCY TAX

Sections:

3.12.010 - Title.

The ordinance codified in this chapter shall be known as "the uniform transient occupancy tax ordinance of the Town of Mammoth Lakes."

(Ord. 91-10 § 1(part), 1991)

3.12.020 - Definitions.

For the purposes of this chapter, the following words shall have the meanings set forth in this section:

"Allowable exemptions" means certain revenue that is exempt, as set forth in this chapter, from the imposition of transient occupancy tax for qualifying circumstances and requiring documentation. Qualifying circumstances include guest stays of 31 consecutive days or more, federal government employees on official business with a government issued credit card demonstrating TOT tax exempt eligibility, employees of federal instrumentalities, officers of a foreign government which is exempt by reason of express provision of federal or international law, employees of federal credit unions organized and operating under the Federal Credit Union Act, employees of insurance companies while performing insurance related business and those which pay the California State Gross Premiums tax annually pursuant to California Constitution Article XIII, Section 28, in lieu of all other taxes, State government employees on official business with documentation showing tax-exempt eligibility and all others designated by the Town.

"Certified Property" means a transient occupancy unit that is certified to conduct transient rentals by the Town of Mammoth Lakes.

"Collector" or "Tax collector" means the finance director or other person designated by the town manager or town council of the Town of Mammoth Lakes to administer this chapter and oversee the collection of transient occupancy taxes.

"Delinquency period" spans from the 21st day of any month through the 20th day of the following month, except when the 20th day falls on a Saturday, Sunday, or holiday in which case the delinquency period shall be after the next business day or as designated by the tax collector.

"Employee" means any person who performs services for wages or salary under a contract of employment, express or implied, for an employer.

“Gross rents” means the total amount of revenue received from all sources in connection with the operation of a transient occupancy unit during the period.

"Enforcement charges" means all costs and expenses including, but not limited to, administrative costs and enforcement costs including the value of staff time, accounting fees, expert witness fees, attorney's fees and court costs.

"Fraud" has the meanings contained in Sections 1709 and 1710 of the California civil code.

“Local 24-hour emergency contact” means a business with a Town of Mammoth Lakes business tax certificate providing those specific services within their business model, or an operator living within sixty miles of the town. Failure to maintain a business tax certificate as a local 24-hour emergency contact will eliminate the ability to qualify as a local 24-hour emergency contact. The local 24-hour emergency contact shall be personally available by telephone on a twenty-four-hour basis to respond to calls regarding the condition and/or operation of the unit.

“Mobile home” shall be construed as defined in Section 18008 of the Health and Safety Code of the state, and the provisions of this chapter shall apply only to such mobile homes as are outside of a mobile home park as defined in the Health and Safety Code, and further, the provisions of this chapter shall not apply to the renting of a mobile home when the occupant is the owner or operator of the mobile home or his employee.

“Occupancy” means the use, possession, or the right to use or possession of any portion of any transient occupancy unit for overnight sleeping, lodging, dwelling or similar purposes.

“Operator” means the person who is a legal owner of the transient occupancy unit. “Operator” also means a person who has the legal right to possession of the premises occupied by transients. “Operator” also means any person who, through lease, mortgage, contract, license or similar legal right obtains any right to receive or collect any moneys as rent for the occupancy of the transient occupancy unit by transients. “Operator” also means any manager, agent, representative or other similar person acting on the authority of an owner of a transient occupancy unit or on the authority of any person who by reason of lease, mortgage, contract, license or similar legal right to receive or collect rent for the occupancy of the transient occupancy unit by transients, which agent, manager or representative has been authorized to receive or collect rent for the occupancy of the transient occupancy unit by transients. Compliance with the provisions of this chapter by any operator of a transient unit shall be deemed to be in compliance by all operators of such transient occupancy unit.

“Owner” means the legal registered owner or proprietor of the property or unit.

“Person” means any person, or any group or combination of people acting in a business capacity and shall be considered to include, but not be limited to, the following: individual; firm; partnership, whether limited or general; corporation; real estate or business trust; syndicate; joint tenants; tenants in common; receiver or trustee; unincorporated association; joint venture; joint stock company.

“Rent” means the charge for the occupancy of any space in any transient occupancy unit and for all services rendered in connection therewith, including but not limited to cleaning services, in the form of money, goods, services or similar payment, including, but not limited to, all receipts, cash, credits, goods, property and services of any kind or nature, without any deduction whatsoever, provided that bona fide charges for food and beverages actually consumed, and any amounts paid by the transient occupant which are separately identified on the invoice, receipt, or statement of charges as representing a tourism business improvement district assessment, shall not be considered “rent.” The town council may, at any time, remove and/or repeal the exception for tourism business improvement district assessments.

“Remittance period” spans from the 1st day of any month to the last day of the same month or as designated by the tax collector.

“Taxable gross rents” means the total amount of revenue passed through the renter and received from all sources during the remittance period subject to taxation. Taxable gross rents include but are not limited to nightly rent, cleaning fees, additional occupant fees, civic fees, pet fees, resort fees, early/late arrival or departure fees, no show fees, forfeited deposits, online rental platform reservation and booking fees charged to the operator and passed on to the renter.

“Transfer” means the act by virtue of which title to a property is conveyed from one person, business structure, partnership, corporation, non-profit, trust or other entity in the form of sale, money transfer, lease, license, lien, gift or any other way of disposing of a property or asset.

“Transient” means any person who exercises, or is entitled to exercise, occupancy, whether by agreement (oral or written), concession, permit, right of access, license, contract, payment of rent or similar entitlement, for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days. Any person so occupying space in a transient occupancy unit shall be deemed to be a transient until the period of thirty (30) days has expired, unless there is a lease agreement or month-to-month rental agreement in writing between the operator and the transient, providing for a period of occupancy in excess of thirty (30) days. In determining whether a person is a transient, uninterrupted periods of time extending both prior to and subsequent to the effective date of this chapter and any amendments hereto, may be considered by the tax collector.

“Transient occupancy unit” means any place, space or structure, or portion of any place, space or structure, which is or may be occupied, or intended or designed for occupancy by transients for

purposes of sleeping, lodging or similar use in conformance with the Town's zoning regulations, and shall include, but not be limited to the following: hotel, hotel-motel, lodge; inn; dude ranch; apartment; apartment unit; condominium; condominium unit; triplex; duplex; single-family residence; cooperative; mobile home; motor home, trailer, dormitory; rooming house; camping site; space where camping or remaining overnight is permitted at a campground, recreational vehicle park; or other similar structure, facility or space. "Transient occupancy unit" shall not include any of the following: any hospital, sanitarium, medical clinic, convalescent home, rest home, owner-occupied time share estate, owner-occupied time share use, home for aged people, foster home or other similar facility operated for the care or treatment of human beings; any asylum, jail, prison, orphanage or other unit or facility in which human beings are detained or housed under legal restraint; housing owned or controlled by any educational institution and used exclusively by students and employees of such educational institutions, and officially recognized or approved by it; any housing operated or used exclusively for religious, charitable or educational purposes by an organization having qualified for exemption from property taxes under the laws of the state of California; any housing owned by a governmental agency and used to house its employees or for governmental purposes; any camp as defined in the Labor Code or other housing furnished by any employer exclusively for housing that employer's employees.

"Transient rental" Occupation of a transient occupancy unit for a period of 30 days or less.

"Visitor expectation guide" means a guide that is published by the Town on an annual basis and adopted by resolution of the town council. The current version of the transient visitor expectation guide must be posted in the transient occupancy unit in a visible location.

(Ord. 93-08 § 1(part), 1993)

(Ord. No. 11-02, § 3(Exh. A), 6-15-2011; Ord. No. 11-03, § 3(Exh. A, 1, 2), 11-30-2011; Ord. No. 13-08, § 2, 8-7-2013)

3.12.030 – Operators—Duties.

Operators shall:

- A. Assist the town police department with respect to law enforcement problems that might arise in conjunction with the occupancy of the operator's transient occupancy unit;
- B. Allow inspection of the premises at any time by inspectors of the Town and by inspectors of the Mammoth Lakes Fire Protection District as provided by law to determine the compliance of the premises with the codes and ordinances of the Town and the codes and ordinances of the Mammoth Lakes Fire Protection District;

- C. Take all reasonable and necessary action to assure that transients occupying that operator's transient occupancy unit do not interfere with employees of the Town in carrying out their duties;
- D. Ensure that there is adequate parking space(s) available for transients occupying the transient occupancy unit for the maximum number of allowable vehicles as certified by the Town and pursuant to the requirements of this code. If the transient occupancy unit books rooms with persons who utilize tour bus(es), the operator of the unit shall be required to furnish, or make suitable arrangements for furnishing, adequate parking for the tour bus(es) utilizing either onsite or offsite facilities at locations where tour bus parking is permitted;
- E. Maintain a set of books and records, which shall contain all of the information necessary for the computation of any tax due pursuant to this chapter, notify the tax collector of the location of such books and records, and permit inspection of such books and records during normal working hours. Upon ten (10) calendar days' written request by the tax collector, such records shall be available at operator's expense, in the town, during normal working hours;
- F. Accept service of process for the operator's alleged violation of this chapter;
- G. Not operate any transient occupancy unit in violation of any provision of this chapter;
- H. Post faithful performance or similar bonds in such amount as may be required by the tax collector.
- I. Operators shall maintain accurate personal contact information on file with the Town at all times.

(Ord. 91-10 § 1(part), 1991)

3.12.040 – Tax imposed.

For the privilege of occupancy of any transient occupancy unit, each transient is subject to and shall pay a tax in the amount of thirteen percent (13%) of the taxable gross rents charged by the operator. The tax constitutes a debt owed by the transient to the Town which is extinguished only by payment to the operator or to the tax collector. The transient shall pay the tax to the operator of the transient occupancy unit at the time the rent is paid. If the taxable amount is paid in installments, the unpaid tax shall be paid to the operator at the rate of thirteen percent (13%). If for any reason the tax due is not paid to the operator of the transient occupancy unit, the tax collector may require that such tax be paid by the transient to the tax collector.

(Ord. 06-07 § 3, 2006; Ord. 05-04 § 1, 2005; Ord. 96-11 § 1, 1996; Ord. 96-08 § 1(part), 1996; Ord. 94-10 § 1, 1994; Ord. 91-10 § 1(part), 1991)

3.12.050 – Operator’s duties to collect tax.

A. Each operator shall collect, and hold in trust for the Town, the tax imposed by this chapter to the same extent and at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive a receipt for payment from the operator. No operator of a transient occupancy unit shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner provided in this chapter.

B. Each operator shall have a local 24-hour emergency contact who is available at all times to respond to questions and issues arising out of the transient occupancy. Failure to respond to calls in a timely and appropriate manner on two (2) occasions shall result in revocation of the Certified Property authorization for the transient occupancy unit and the eligibility as a 24-hour emergency contact. For purposes of this chapter, responding in a timely and appropriate manner shall mean that a response to an initial call shall be made within one (1) hour of the time the call was made, and within twenty-four (24) hours of the initial call, corrective action shall be commenced to address any violation of this chapter and/or chapter 5.40. Upon request from the Town, an operator shall furnish the names of each vendor or contractor supplying services to a Certified Property.

C. Each operator shall identify to the Town the cleaning service for each Certified Property and update the contact information of the cleaning service as necessary. A cleaning service shall be a Town of Mammoth Lakes business tax certificate holder pursuant to chapter 5.04 of this code.

D. on request from the Town, an operator shall furnish the names of each vendor or contractor supplying services to a Certified Property.

(Ord. 91-10 § 1(part), 1991)

(Ord. No. 11-02, § 3(Exh. A), 6-15-2011; Ord. No. 11-03, § 3(Exh. A, 3), 11-30-2011)

3.12.060 - Posting requirements.

Each transient occupancy unit shall have a notice posted within the unit in a location clearly marked and accessible to the transient (e.g. posted on the refrigerator, included within a binder with additional information on the unit, etc.), containing all of the following information:

1. The maximum number of occupants permitted to stay overnight in the unit.
2. The maximum number of vehicles associated with the transient rental allowed to be parked on the property.
3. The location of on-site parking spaces and the parking rules for seasonal snow removal.
4. Notification that an occupant, as a person responsible for an unlawful large party, may be cited and fined for creating a disturbance or for violating other provisions of chapter 5.40.
5. Notification that trash and refuse shall not be left or stored on the property unless it is deposited in bear resistant containers intended for pickup by the town's solid waste contractor. Alternatively, trash may be deposited within a dumpster serving the property or at the transfer station for a fee. Trash information should include specific instructions on opening and securing the animal resistant dumpsters.
6. Notification that failure to conform to the parking and occupancy requirements for the transient occupancy unit is a violation of the Town's Municipal Code.
7. The name of the managing agency or agent and a telephone number at which that party may be reached on a twenty-four (24) hour basis; and
8. The name and phone number of the cleaning service provider for the certified property.
9. Physical street address of the unit and emergency contact information consisting of 911 and non-emergency contact information for the Mammoth Lakes Fire Protection District and Mammoth Lakes Police Department.
10. Evacuation plan for the unit showing exit routes, exits, and fire extinguisher locations. Evacuation plans may be hand-drawn and do not need to be drawn to scale

but should clearly show occupants how to exit the premises in the case of an emergency.

11. The current version of the visitor expectation guide that is published by the Town on an annual basis as adopted by resolution of the Town Council.

(Ord. No. 11-03, § 3(Exh. A, 4), 11-30-2011)

3.12.070 - Registration.

Each transient occupancy unit shall be registered with the tax collector prior to commencing business. It shall be unlawful to conduct transient rentals without: (i) having first procured a Certified Property authorization; (ii) paying the tax prescribed in this title; and (iii) complying with any and all applicable provisions of this chapter and/or chapter 5.40. Upon proper application and payment, the tax collector shall issue a Certified Property authorization to the operator, in accordance with the provisions of this chapter. The fees for a Certified Property authorization shall be established by resolution of the town council.

(Ord. 91-10 § 1(part), 1991)

(Ord. No. 11-03, § 3(Exh. A, 5), 11-30-2011)

(Ord. 91-10 § 1(part), 1991)

3.12.080 - Unauthorized operation of a transient occupancy unit

- A. Any operator who fails to obtain a Certified Property authorization for a transient occupancy unit shall be in violation of this chapter and shall be subject to all of the provisions of chapter 3.12, in addition to being subject to all other remedies provided by law. It shall be a separate violation of this chapter for failure to obtain a Certified Property authorization for each day the operator is required to hold such authorization.
- B. In addition to the foregoing, each person, business entity or other entity operating a transient occupancy unit shall be subject to taxation and be liable to the Town for taxes, penalties, interest and enforcement charges, imposed by this chapter. Such taxes, penalties, interest and enforcement charges may be collected by the Town as otherwise provided in this chapter.

- C. When any operator or other person shall by use of any promotional media—including but not limited to print, audio, visual or electronic media including web sites, web marketing, advertising or promotional websites, social media, or traditional promotional methods, including but not limited to signs, circulars, bills, cards, telephone books, or newspapers—promote, market, advertise, hold out or represent that they or an entity they own, operate, manage, or control a transient occupancy unit these facts shall be considered prima facie evidence that such person is acting as an operator.

(Ord. 91-10 § 1(part), 1991)

(Ord. No. 11-02, § 3(Exh. A), 6-15-2011; Ord. No. 11-03, § 3(Exh. A, 6), 11-30-2011)

3.12.090 - Reporting and remitting.

- A. Operators shall make their return and remittance on or before the 20th day of the month following each and every month, or at the close of any alternate remittance period which may be established by the tax collector. If: (i) the 20th day of the month following a particular month; or (ii) the deadline established at the close of any alternate remittance period which may be established by the tax collector, is a Saturday, Sunday, federal or Town holiday, the return and remittance will be considered timely if received the next working day.
- B. At the time the return is filed, the full amount of the tax collected shall be paid to the tax collector. The tax collector shall establish an alternate remittance period for an operator if he /she deems it necessary in order to ensure collection of the tax or due to previous noncompliance with this chapter by the operator, and the tax collector may require further information in the return. Returns and payments are due within fifteen (15) days upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the Town until payment thereof is made to the tax collector. The tax collector may, in his/her discretion, require that a separate trust account be established at a financial institution of his/her choice, the balance of which shall be payable to the Town, if he / she deems it necessary in order to insure remittance of the tax.
- C. Each return filed pursuant to this chapter shall include the following information, as well as such other information as the tax collector may deem reasonably necessary for the enforcement of this chapter:

1. The number of nights each Certified Property was available for rent during the remittance period;
 2. The number of nights of paid occupancy for each Certified Property during the remittance period;
 - 3.. The number of unpaid nights each Certified Property was occupied during the remittance period;
 4. The gross rents for each Certified Property, allowable exemptions, taxable gross rents and the amount of the tax, penalties and interest that is due and payable during the remittance period.
 5. And other statistical breakdowns as requested by the tax collector on the monthly return form.
- D. The full amount of the rent shall be reported for the Certified Property on the monthly return based on the departure date of the transient.

(Ord. 93-08 § 1(part), 1993)

(Ord. No. 11-03, § 3(Exh. A, 7), 11-30-2011)

3.12.100 - Original delinquency.

Any operator who fails to pay any tax or file any return imposed by this chapter within the time required shall pay, in addition to such tax and any interest such tax may accrue, an original delinquency penalty of ten dollars (\$10) or fifteen percent (15%) of the amount of the tax, whichever dollar amount is greater. Every penalty imposed, and such interest as accrues under the provisions of this chapter, shall become part of the tax required to be paid. Interest shall accrue on all unpaid taxes until paid.

(Ord. 93-08 § 1(part), 1993)

3.12.110 - Continued delinquency.

A. Any operator who fails to pay any delinquent tax, penalties and interest during the original delinquency period, shall pay an additional delinquency penalty, over and above that provided in Section 3.12.100, of ten dollars (\$10) or fifteen percent (15%) of the amount of the tax, penalties and interest then due, whichever is greater.

B. The tax collector shall give written notice to any operator who fails to report or remit tax, penalties, interest for two delinquency periods. The notice shall include the intention to revoke the business tax certificate and/or Certified Property authorization after fifteen (15) days from the date on the notice should the returns due not be filed and/or the taxes, penalties, and interest then due not be paid. Written notice shall be deemed given when a copy of the same is enclosed in a sealed envelope with postage thereon fully prepaid and certified in the United States mail and addressed to that address given by the operator in the application for the business tax certificate and/or Certified Property. The business tax certificate and/or Certified Property authorization shall be revoked upon lapse of the fifteen (15) days provided in the notice, if all taxes, penalties, and interest are not paid in full within the fifteen (15) day period.

(Ord. 91-10 § 1(part), 1991)

(Ord. No. 14-11, § 2A, 12-3-2014)

3.12.120 - Adjustment of penalty and interest.

Notwithstanding Sections 3.12.100 and 3.12.110, if the tax collector determines that any of the delinquent in remitting a return and paying tax as required by this chapter have not been met, the tax collector may reduce the penalty and interest due on an account to only one month of penalties and interest.

(Ord. No. 17-04, § 2, 3-15-2017)

3.12.130 - Fraud.

A. If the tax collector determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of twenty-five (25) percent of the amount of the tax shall be added thereto in addition to all other penalties provided in this chapter.

B. In addition to the penalty established in the preceding sentence, if an operator without a business tax certificate is found to have committed a violation of nonpayment of any remittance due under this chapter for a second or subsequent instance the operator will be deemed to have committed fraud, and is subject to an additional penalty of twenty-five (25%) percent of the amount of the tax due for each case.

C. An operator who collects taxes and fails to remit shall be deemed to have committed fraud.

(Ord. 91-10 § 1(part), 1991)

3.12.140 - Interest.

In addition to the penalties imposed by this chapter, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of one and one-half percent (1.5%) per month or fraction thereof on the amount of the tax, inclusive of penalties, from the date on which the remittance first become delinquent, until paid.

(Ord. 91-10 § 1(part), 1991)

3.12.150 - Collection and report failure—Tax collector determination.

If any operator fails or refuses to collect the tax imposed by this chapter and to make, within the time provided in this chapter, any report and remittance of the tax or any portion thereof required by this chapter, the tax collector shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due, or by estimation if no records are available, . As soon as the tax collector procures such facts and information as he is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by an operator who has failed or refused to collect the same and to make such report and remittance, he shall proceed to determine and assess against such operator the tax, interest, penalties and enforcement charges provided for by this chapter. In case such determination is made, the tax collector shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, first class postage prepaid and certified, addressed to the operator so assessed at his/her last known address. Such operator may within fifteen (15) days after the serving or mailing of such notice make application in writing to the tax collector for a hearing on the amount assessed. If application by the operator for hearing is not made within the time prescribed, the tax, interest, penalties, and enforcement charges, if any, determined by the tax collector, shall become final, conclusive, and immediately due and payable. If such application is made, the tax collector shall give not less than five (5) days' written notice in the manner prescribed in this chapter to the operator to show cause at the time and place fixed in the notice why the amount specified therein should not be fixed at such tax, interest, penalties, and enforcement charges. At such hearing, the operator may appear and offer clear and convincing evidence why such specified tax, interest, penalties, and enforcement charges should not be so fixed. After such hearing the tax collector shall determine the proper amount to be remitted and shall thereafter give written notice to the person in the manner prescribed in this chapter of such determination and the amount of such tax, interest, penalties, and

enforcement charges, including enforcement charges related to the hearing. The amount determined to be due shall be payable within fifteen (15) days unless an appeal is taken as provided in Section 3.12.160. On good cause, the Certified Property authorization may be suspended by the tax collector pending the hearing as herein appeal thereof. An operator who fails to secure a Certified Property authorization for the transient occupancy unit prior to conducting transient rentals or soliciting for transient rentals through any promotional media shall be subject to enforcement charges regardless of whether tax, penalties, or interest are found to be due.

(Ord. 91-10 § 1(part), 1991)

3.12.160 - Appeal.

A. Any operator aggrieved by any decision of the tax collector with respect to the amount of such tax, interest, penalties, enforcement charges or suspension, if any, may appeal to the town council by filing a notice of appeal with the Town Clerk within fifteen days of the serving or mailing of the determination of tax due; provided, that he has completed all administrative procedures and sought all administrative remedies in Section 3.12.150 including appearance in person or through legal counsel at all administrative hearings. The town council shall fix a time and place for hearing such appeal, and the Town Clerk shall give notice in writing and/or via electronic mail to such operator at his last known place of address. The findings of the town council shall be final and conclusive and shall be served upon the appellate in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

B. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the Town or an officer thereof, to prevent or enjoin the collection of taxes sought to be collected pursuant to this chapter and payment of all tax, interest and penalties shall be required as a condition precedent to seeking judicial review of any tax liability.

(Ord. 91-10 § 1(part), 1991)

(Ord. No. 10-10, 9-22-2010)

3.12.170 - Records required.

It shall be the duty of every operator to keep and preserve, for a period of three (3) years all records as may be necessary to determine the amount of such tax, interest, penalties and enforcement charges, as may have been due to the Town, which records the tax collector or his agent shall have the right to inspect at all reasonable times. All tax returns and information furnished by any operator

pursuant to this chapter shall be confidential and shall not be open to the public inspection nor the specific contents thereof disclosed by any officer or employee except as necessary in the performance of official duty pursuant to this chapter, or in the course of proceedings, hearing or litigation involving the existence or amount of tax, interest, penalties or enforcement charges, or with the written consent of the operator or his authorized representative.

3.12.180 – Revocation of business tax certificate or Certified Property authorization

If the tax collector determines that any operator has fraudulently misrepresented the financial condition determining the amount of revenue collected or tax owed by providing false or misleading information, the operator shall be subject to an administrative fine of one thousand dollars and revocation of the associated business tax certificate and all Certified Property authorizations. No new business tax certificates or Certified Property authorizations shall be issued to the operator or for the transient occupancy unit for a period of three months for the first violation, six months for the second violation, and twelve months following all subsequent violations.

(Ord. 91-10 § 1(part), 1991)

3.12.190 - Refunds—Authorized when.

Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the Town under this chapter, it may be refunded as provided in Sections 3.12.200 and 3.12.210, provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the tax collector within three (3) years of the date of payment. Persons claiming refunds shall provide all information required by the tax collector to determine the validity of refunds claimed. No refund shall be paid unless the claim has been reviewed and the entitlement to the refund determined to be valid by the tax collector. The tax collector shall not refund any tax, interest or penalties if said tax, interest or penalties have previously been determined as final by the town council.

(Ord. 93-08 § 1(part), 1993)

3.12.1200 - Refunds—Credit against taxes.

Any operator may claim or take as credit against taxes collected and remitted the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the tax collector that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.

(Ord. 91-10 § 1(part), 1991)

3.12.210 - Refunds—Repayment to transient.

A transient may obtain a refund of tax, penalty or interest overpaid or paid more than once or erroneously or illegally collected or received by the Town by filing a claim in the manner provided in Section 3.12.190, but only when the tax was paid by the transient directly to the tax collector, or when the transient, having paid the tax to the operator, establishes to the satisfaction of the tax collector that the transient has been unable to obtain a refund from the operator who collected and remitted the tax.

(Ord. 93-08 § 1(part), 1993)

3.12.220 - Refunds—Records required.

No refund shall be paid under the provisions of Sections 3.12.190 through 3.12.210 unless the claimant establishes his right thereto by written records showing entitlement thereto by clear and convincing evidence.

(Ord. 91-10 § 1(part), 1991)

3.12.230 - Tax responsibility.

Any tax required to be paid by any transient under the provisions of this chapter shall be deemed a debt owed by the transient to the Town. Any such tax collected by an operator which has not been paid to the Town shall be deemed a debt owed by the operator to the Town. Any person owing

money to the Town under the provisions of this chapter shall be liable to an action brought in the name of the Town for the recovery of such amount, including interest, penalties, and enforcement charges. Property owners, including those represented by an operator other than the owner, shall be liable for any and all unpaid taxes, penalties, interest and enforcement charges and subject to all enforcement actions pursuant to this chapter.

(Ord. 91-10 § 1(part), 1991)

3.12.240 - Current business tax certificate required.

All Certified Properties applicants shall identify the business tax certificate by which the reporting required in 3.12.090 will be submitted to the Town and shall report gross receipts on a monthly basis, even when the gross receipts total is zero. Remittance of taxes, penalties, and interest can be completed under one monthly return as long as all rents, allowable exemptions, and statistical data for each Certified Property authorization are included. The Town shall revoke the Certified Property authorization for any transient occupancy unit without a business tax certificate after thirty days.

(Ord. 93-08 § 1(part), 1993)

3.12.250 - Delinquency—Certificate required.

If any tax, interest or penalty imposed under this chapter is not paid by the 20th day of the month succeeding the delinquency date, the tax collector may file no sooner than ten (10) days after the mailing of the notice required in subsection B of this section, in the office of the county clerk, without fee, a certificate specifying as follows:

- A. The fact that a notice of intent to file the certificate had been sent, by certified mail, to the operator, at his/her last known address, not less than ten (10) days prior to the date of the certificate.
- B. The fact that the notice required in subsection A of this section set forth the following information:
 - 1. The name of the property owner
 - 2. The fact that judgment will be sought in the amount of the tax, penalty, interest and enforcement charges that will remain unpaid at the time of the filing of the certificate;
 - 3. The fact that, upon the issuance and recordation of such judgment, additional penalties and interest will continue to accrue at the rate prescribed by law, and that

any bond premium posted or other costs to enforce the judgment shall be an added charge;

4. The fact that a recording fee of five (5) dollars per page will be required to be paid for the purpose of the recordation of any release of the judgment lien.

- C. The amount for which judgment is to be entered.
- D. The fact that there has been compliance with all provisions of this chapter in the computation and the levy of the tax, penalty, interest, and enforcement charges.
- E. The fact that a request is therein made for the issuance and entry of judgment against the transient occupancy tax registration certificate holder.

(Ord. 91-10 § 1(part), 1991)

3.12.260- Certificate filing—Entry of judgment.

The county clerk, immediately upon the filing of the certificate, shall enter a judgment for the Town against the property owner in the amount of the tax, penalty, interest and enforcement charges set forth in the certificate. The county clerk may file the judgment in a looseleaf book entitled "Town of Mammoth Lakes Transient Occupancy Tax Judgments."

(Ord. 91-10 § 1(part), 1991)

3.12.270 - Lien on property.

An abstract or a copy of the judgment shall be recorded, without fee, in the office of the county recorder. From the time of the recording, the amount of the tax, penalty, interest and enforcement charges set forth constitutes a lien upon all property of the owner, owned by him/her or afterward acquired by him/her, and before the lien expires. The lien has the force, effect and priority of a judgment lien and continues for ten (10) years from the date of the recording unless sooner released or otherwise discharged.

(Ord. 91-10 § 1(part), 1991)

3.12.280 - Penalty—Additional.

In addition to any penalty or fee imposed pursuant to this chapter a penalty equal to the amount of any bond premium posted or other costs incurred to enforce the judgment entered pursuant to this chapter shall be imposed.

(Ord. 91-10 § 1(part), 1991)

3.12.290 - Execution upon judgment.

Execution shall issue upon the judgment upon request of the tax collector in the same manner as execution may issue upon other judgments, and sales shall be held under such execution as prescribed in the Code of Civil Procedure.

(Ord. 91-10 § 1(part), 1991)

3.12.300 - Satisfaction of judgment—Removal of lien.

- A. The judgment is satisfied, and the lien removed when, but not before, the certificate of release or discharge from the judgment lien is recorded in the office of the county recorder. In addition to the judgment amount, and any additional penalty or interest accruing on the judgment, the tax collector shall collect the recording fee of five (5) dollars per page for the recording of the lien release or discharge document and transmit it to the county recorder together with the documents for release or discharge.
- B. The judgment is also satisfied, and the lien removed when, but not before, the tax is legally canceled and a release or discharge from the judgment lien is recorded in the office of the county recorder. A recording under this subdivision shall be made without fee.

(Ord. 91-10 § 1(part), 1991)

3.12.310 - Violation—Penalty.

- A. Any person, including any transient, who violates any of the provisions of this chapter shall be guilty of an infraction. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by such person, and may be punished accordingly. The foregoing notwithstanding, in the discretion of the district attorney or the town attorney, upon a showing of gravity of offense, any violation of any provision of this chapter may be prosecuted as a misdemeanor.

B. Other than delinquent tax remittance addressed in Sections [3.12.090](#) through [3.12.110](#), any person, including any transient, who violates any provision of this chapter may be subject to administrative fines as set forth in [Chapter 8.32](#), provided that such violations shall be subject to a fine not exceeding one thousand five hundred dollars (\$1,500) for a first violation, a fine not exceeding three thousand dollars (\$3,000) for a second violation of this chapter or Chapter 5.40 within one year, and a fine not exceeding five thousand dollars (\$5,000) for each additional violation of this chapter or Chapter 5.40 within one year of the first violation. Any violation of any provision of this chapter which occurs on more than one day shall constitute a separate violation for each day or portion thereof during which such violation occurs.

C. Notwithstanding subsection B of this section, the \$1,500, \$3,000, and \$5,000 fines set forth therein shall not apply to: (i) a first time offense of failing to obtain a Certified Property authorization or business tax certificate or pay a fee for either of those; or (ii) violations committed in connection with the transient rental of a commercially operated hotel, motel, bed and breakfast inn, time-share property as defined by subdivision (aa) of Section 11212 of the Business and Professions Code, lodge, inn, camping site, space where camping or remaining overnight on a transient basis is permitted at a campground or recreational vehicle park, or the rental of anything that is not a "transient occupancy unit" as defined in Section 3.12.020.

D. Town staff shall establish a process for granting a hardship waiver to reduce the amount of the fine upon a showing by the responsible party that the responsible party has made a bona fide effort to comply after the first violation and that payment of the full amount of the fine would impose an undue financial burden on the responsible party.

E. 1. Notwithstanding subsection A of this section, any operator or other person who fails or refuses to register as required in this chapter, or to furnish any return required to be made, or who fails or refuses to furnish a supplemental return or other data required by the tax collector, or who renders a false or fraudulent return or claim, is guilty of a misdemeanor.

2. Any person required to make, render, sign or verify any report or claim who makes any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due as required by this chapter to be made is guilty of a misdemeanor.

F. Any transient occupancy unit operated without a Certified Property authorization or without collecting and paying transient occupancy taxes to the town as required in this chapter is a public nuisance and may be abated as provided for in [Chapter 8.20](#).

(Ord. 91-10 § 1(part), 1991)

(Ord. No. 11-02, § 3(Exh. A), 6-15-2011; Ord. No. 12-01, § 3, 3-7-2012)

3.12.320 - Registration records.

At or prior to the time of registration, an operator shall maintain a record of the name and address of the transient occupant to whom every transient occupancy unit is let, together with a record of the number of persons who are allowed to occupy the transient occupancy unit. The operator shall retain such records for a period of three (3) years.

3.12.3300 - Transfer of ownership—Tax clearance certificate.

A. Pursuant to Revenue and Taxation Code Section 7283.5, and as that section may from time to time be amended, a purchaser, transferee, or other person attempting to obtain ownership of a transient occupancy unit, may request in writing from the tax collector the issuance of a tax clearance certificate stating the amount of tax and any accrued penalties and interest due and owing, if any.

B. The tax collector shall, within ninety (90) days of the receipt of the written request for a tax clearance certificate, issue the tax clearance certificate, or may conduct an audit of the subject transient occupancy unit. Any such audit must be completed within ninety (90) days after the date the records of the subject transient occupancy unit have been made available to the tax collector and a tax clearance certificate issued within thirty (30) days of the completion of the audit.

C. If following an audit, the tax collector determines that the current operator's records are insufficient to assess the amount of tax due and owing, the tax collector shall, within thirty (30) days of making that determination, notify the prospective purchaser, transferee or other person that a tax clearance certificate will not be issued.

D. If the tax collector does not comply with his/her obligations under this section, the purchaser, transferee or other person that obtains ownership of the transient occupancy unit shall not be liable for any transient occupancy tax obligation incurred prior to the date of the purchase or transfer of the property.

E. The tax clearance certificate shall state the following:

1. The amount of tax, interest and penalties then due and owing;
2. The period of time for which the tax clearance certificate is valid; and

3. That the purchaser, transferee, or other person may rely upon the tax clearance certificate as conclusive evidence of the tax liability associated with the property as of the date specified on the certificate.

F. Any purchaser, transferee, or other person who: (i) does not obtain a tax clearance certificate under this section, or (ii) who obtains a tax clearance certificate that indicates that tax is due and owing and fails to withhold, for the benefit of the Town, sufficient funds in the escrow account for the purchase of the property to satisfy the transient tax liability, shall be held liable for the amount of tax due and owing.

(Ord. 91-10 § 1(part), 1991)

3.12.340 - "Stacking."

It is a violation of this chapter for any person to knowingly aid or engage in the practice commonly known in the lodging industry as "stacking." "Stacking" occurs when a transient occupant who is the registered occupant of a transient occupancy unit, allows other persons to share occupancy of that unit for any night for which those persons are not registered, with intent to defraud the operator of a transient occupancy unit.

"Stacking" fraudulently deprives the Town of tax revenue to which the Town is entitled. Any transient who allows stacking to take place in the unit for which that person is registered, and any transient who occupies a unit knowing that his/her occupancy has not been paid for, shall be in violation of this chapter. Any such violation shall be prosecuted as a misdemeanor, or, in the discretion of the prosecuting attorney, may be prosecuted as an infraction.

(Ord. 91-15 § 1(part) Exh. B, 1991)

3.12.350 - Disclosure of ordinance upon sale of property.

Pursuant to Section 1102.6(a) of the California Civil Code, sellers of residential property shall disclose to purchasers of such property the provisions of chapters [ordinances] 3.12 and 5.40, and shall further disclose to purchasers the residential zones in which transient occupancy is permitted and the zones in which it is prohibited. This disclosure obligation shall be satisfied by providing to each purchaser a "Local Option Real Estate Transfer Disclosure Statement" specified by the Town.

3.12.360 - Violations.

A. A violation of any provision of this chapter, and/or operating a transient rental unit without the remittance of transient occupancy tax is subject to the general penalty provisions and/or the administrative citation provisions set forth in [Chapter 1.12](#) and [Chapter 8.32](#) of the Municipal Code, respectively, and any other civil or administrative remedy allowed by law.

B. A person committing a second or subsequent violation of any provision of this chapter, and/or the renting of a transient occupancy unit without the remittance of transient occupancy tax shall be subject to a minimum enforcement charge of twenty-five hundred dollars.

C. Notwithstanding [Chapter 1.12](#), the administrative fine for violation of any provision of this chapter, the operation of any transient occupancy unit or advertising for transient rentals, without a valid business tax certificate, Certified Property authorization by the Town or the operation of any transient occupancy unit in violation of applicable zoning requirements of the Town shall be one thousand five hundred dollars per day for the first violation, three thousand dollars per day for a second violation, and five thousand dollars for every subsequent violation.

D. The Town may revoke the business tax certificate or Certified Property authorization upon non-compliance by an operator of the requirements for registration and operation of transient occupancy units. No new business tax certificates or Certified Property authorizations shall be issued for a period of three months for the first violation, six months for the second violation, and twelve months following all subsequent violations.

(Ord. No. 15-12, § 2(Exh. A), 12-2-2015)

3.12.370 No property rights conferred.

Certified property authorizations shall not be construed as providing property rights or vested interests and entitlements in continued operation of a transient occupancy unit. Certified Property authorizations are a revocable status which expires annually. Certified Property authorizations shall not run with the land.

EXHIBIT "B"

CHAPTER 5.40 – TRANSIENT RENTALS OF RESIDENTIAL UNITS

Sections:

5.40.010 - Purpose of chapter

This chapter is intended to provide a procedure to ensure that transient rental use does not create adverse impacts to neighboring properties due to excessive traffic, noise, trash, and similar issues. Additionally, this chapter is intended to ensure that the number of occupants within such rental units does not exceed the design capacity of the structure or cause health and safety concerns, and that minimum health and safety standards are maintained in such units to protect the visitor from unsafe or unsanitary conditions. This is consistent with the General Plan Vision Statement that the Town of Mammoth Lakes is committed to providing the very highest quality of life for our residents and the highest quality of experience for our visitors.

(Ord. No. 15-12, § 2(Exh. A), 12-2-2015)

5.40.020 - Permitted use.

Transient use of residential property shall be permitted as allowed by [Title 17](#), Zoning, upon the issuance of a business tax certificate and Certified Property authorization pursuant to Municipal Code chapter [5.04](#) and [3.12](#). The business tax certificate and Certified Property authorization shall be maintained at all times. Transient uses shall comply with all applicable codes including the California Building Code and the California Residential Code and local amendments.

(Ord. No. 15-12, § 2(Exh. A), 12-2-2015)

5.40.030 - Definitions.

For the purposes of this section, the following terms shall be defined as follows:

“Certified Property” means a transient occupancy unit that is authorized to conduct transient rentals by the Town of Mammoth Lakes.

"Local 24-hour emergency contact" means a business with a Town of Mammoth Lakes business tax certificate providing those specific services as the business model, or an operator living within sixty miles of the town. Failure to maintain a business tax certificate as a local 24-hour emergency contact will eliminate the ability to qualify as a local 24-hour emergency contact. The local 24-hour emergency contact shall be personally available by telephone on a twenty-four-hour basis to respond to calls regarding the condition and/or operation of the unit.

"Operator" means the person who is a legal owner of the transient occupancy unit. "Operator" also means a person who has the legal right to possession of the premises occupied by transients. "Operator" also means any person who, through lease, mortgage, contract, license or similar legal right obtains any right to receive or collect any moneys as rent for the occupancy of the transient occupancy unit by transients. "Operator" also means any manager, agent, representative or other similar person acting on the authority of an owner of a transient occupancy unit or on the authority of any person who by reason of lease, mortgage, contract, license or similar legal right to receive or collect rent for the occupancy of the transient occupancy unit by transients, which agent, manager or representative has been authorized to receive or collect rent for the occupancy of the transient occupancy unit by transients.

"Transfer" means the act by virtue of which title of a property is conveyed from one person, business structure, partnership, corporation, non-profit, trust or other entity in the form of sale, money transfer, lease, license, lien, gift or any other way of disposing of a property or asset.

"Transient rental" Occupation of a transient occupancy unit for a period of 30 days or less.

"Transient occupancy unit" means any place, space or structure, or portion of any place, space or structure, which is or may be occupied, or intended or designed for occupancy by transients for purposes of sleeping, lodging or similar use in conformance with the Town's zoning regulations, and shall include, but not be limited to the following: hotel, hotel-motel, lodge; inn; dude ranch; apartment; apartment unit; condominium; condominium unit; triplex; duplex; single-family residence; cooperative; mobile home; motor home, trailer, dormitory; rooming house; camping site; space where camping or remaining overnight is permitted at a campground,

recreational vehicle park; or other similar structure, facility or space. "Transient occupancy unit" shall not include any of the following: any hospital, sanitarium, medical clinic, convalescent home, rest home, owner-occupied time share estate, owner-occupied time share use, home for aged people, foster home or other similar facility operated for the care or treatment of human beings; any asylum, jail, prison, orphanage or other unit or facility in which human beings are detained or housed under legal restraint; housing owned or controlled by any educational institution and used exclusively by students and employees of such educational institutions, and officially recognized or approved by it; any housing operated or used exclusively for religious, charitable or educational purposes by an organization having qualified for exemption from property taxes under the laws of the state of California; any housing owned by a governmental agency and used to house its employees or for governmental purposes; any camp as defined in the Labor Code or other housing furnished by any employer exclusively for housing that employer's employees.

"Residential property" means any single- or multiple-family dwelling units, duplexes, guesthouses, caretaker units, or other dwelling unit or structure located on one (1) or more contiguous lots of record in any of the zoning districts in [Title 17](#) which allow residential uses. This does not include condominiums that function as hotels (i.e. condo hotels).

"Visitor expectation guide" means a guide that is published by the Town on an annual basis and adopted by resolution of the town council.

(Ord. No. 15-12, § 2(Exh. A), 12-2-2015)

5.40.040 - Notification Requirements.

A. Interior Notice. Each transient rental unit shall have a notice posted within the unit in a location clearly marked and accessible to the tenant (e.g. posted on the refrigerator, included within a binder with additional information on the unit, etc.), containing all of the following information:

1. The maximum number of occupants permitted to stay overnight in the unit;

2. The maximum number of vehicles associated with the transient rental allowed to be parked on the property.
3. The location of on-site parking spaces and the parking rules for seasonal snow removal.
4. Notification that an occupant, as a person responsible for an unlawful large party, may be cited and fined for creating a disturbance or for violating other provisions of this chapter;
5. Notification that trash and refuse shall not be left or stored on the property unless it is deposited in bear resistant containers intended for pickup by the town's solid waste contractor. Alternatively, trash may be deposited within a dumpster serving the property or at the transfer station for a fee. Trash information should include specific instructions on opening and securing the animal resistant dumpsters.
6. Notification that failure to conform to the parking and occupancy requirements for the transient occupancy unit is a violation of the Town's Municipal Code.
7. The name of the managing agency or agent and a telephone number at which that party may be reached on a twenty-four (24) hour basis; and
8. Physical street address of the unit and emergency contact information consisting of 911 and non-emergency contact information for the Mammoth Lakes Fire Protection District and Mammoth Lakes Police Department.
9. Evacuation plan for the unit showing exit routes, exits, and fire extinguisher locations. Evacuation plans may be hand-drawn and does not need to be drawn to scale but should clearly show occupants how to exit the premises in the case of an emergency.
10. The current version of the visitor expectation guide must be posted in the transient occupancy unit in a visible location.
11. Acceptance by an operator of a Certified Property authorization constitutes consent by the operator, and all other operators of that transient occupancy unit, to publication by the Town of Mammoth Lakes of Certified Property information including the Certified Property authorization number, names of all operators, email addresses, and phone

numbers, 24-hour emergency contact name, 24-hour emergency contact phone number, number of parking spots, and maximum occupancy for the transient occupancy unit.

(Ord. No. 15-12, § 2(Exh. A), 12-2-2015)

5.40.050 - Standards and Conditions of Operation.

Transient uses shall comply with all of the following standards and conditions of operation.

A. All applicable codes regarding fire, building and safety, health and safety, noise, and other relevant laws.

B. Information on the permitted occupancy, parking capacity for each unit, and trash disposal requirements shall be stated in the rental information and agreement provided to prospective renters, prior to their occupancy of the unit. The operator shall restrict the parking for the transient rental so that tenants will not exceed the number of parking spaces allocated to the unit.

C. Each operator shall have a local 24-hour emergency contact who is available at all times to respond to questions and issues arising out of the transient occupancy. Failure to respond to calls in a timely and appropriate manner on two (2) occasions shall result in revocation of the Certified Property authorization for the transient occupancy unit and the eligibility as a 24-hour emergency contact. For purposes of this chapter, responding in a timely and appropriate manner shall mean that a response to an initial call shall be made within one (1) hour of the time the call was made, and within twenty-four (24) hours of the initial call, corrective action shall be commenced to address any violation of this chapter and chapter 5.40.

D. Each operator shall supply the name and phone number for the cleaning service to the Town. The cleaning service can be the owner, property management company or other Town of Mammoth Lakes business tax certificate holder providing those specific services within their business model.

E. Operators shall furnish the names and contact information of each vendor or contractor supplying services to a Certified Property as requested by the Town.

F. The number of occupants in any residential unit for transient use shall not exceed the limits set forth in the California Health & Safety Code and the 1997 Uniform Housing Code.

G. Any advertisement, including web advertising, for the transient occupancy unit must include the Certified Property authorization number.

H. All activities shall be in compliance with the Town's Noise chapter (Municipal Code [Chapter 8.16](#)) and the Town's Solid Waste chapter (Municipal Code [Chapter 8.12](#)).

I. Occupancy Limitations

1. Single-Family Home, Town Home, Duplex. The maximum number of persons who may occupy the property as transient renters or their overnight guests shall be limited to two (2) persons per bedroom, plus two (2). Lofts that meet California Building Code egress requirements are considered a bedroom for the purposes of this occupancy calculation. The maximum occupancy shall not exceed ten (10) persons in any rental unit unless the unit is approved by the Town of Mammoth Lakes Tax Collector for such occupancy.

2. Condominiums and All Other Unit Types. The maximum number of persons who may occupy the property as transient renters or their overnight guests shall be limited to two (2) persons per bedroom, plus two (2). Lofts that meet California Building Code egress requirements are considered a bedroom for the purposes of this occupancy calculation. The maximum occupancy shall not exceed ten (10) persons in any Certified Property unless the unit is approved by the Town of Mammoth Lakes Tax Collector for such occupancy.

J. Transient rental units shall not be used for activities that would exceed the maximum permitted number of occupants unless a special event permit is reviewed and approved by the Town.

K. Operators shall distribute the visitor expectation guide to all occupants prior to check in. The visitor expectation guide shall be posted within the transient occupancy unit in a conspicuous place.

(Ord. No. 15-12, § 2(Exh. A), 12-2-2015)

5.40.055 - Operational Deficiencies.

When the Town is made aware of the failure to adhere to the standards, conditions, or other requirements of operating a transient occupancy unit, the operator shall be afforded the following process to resolve the issue, before any further action is taken at the discretion of the Tax Collector.

- A. The operator shall be notified of the violation and will have 30 days to resolve the identified violation, to continue renting without penalty or suspension.
- B. If the violations are not corrected in the initial 30 days, the operator will receive a fine, in accordance with the Town's fine schedule for non-compliance.
- C. If the violation is not corrected within 45 days of initial notice, the Town shall suspend the Certified Property authorization until the problems are resolved to the satisfaction of the Town. Continued operation after suspension, including advertising for transient rentals, will be subject to administrative citations and other remedies available to the Town.

5.40.060 – Inspection Requirements.

A. Any transient occupancy unit for which a new Certified Property authorization is requested shall be inspected, prior to commencement of the use, by a qualified inspector authorized and approved by the Town to conduct such inspections. The inspection shall verify compliance with all standards and conditions of operation including signage requirements as well as applicable safety requirements. The qualified inspector shall submit a completed inspection form to the Town showing that the unit has passed inspection and is approved for rental. The actual cost of such inspection shall be paid by the operator directly to the inspector. A unit shall be required to be inspected every four years and prior to the issuance of any new business tax certificate or Certified Property authorization.

B. The Town may require transient occupancy units identified as being operated in violation of this chapter to be reinspected by a qualified inspector at any time. The cost of the reinspection or expenses incurred to reach compliance shall be paid by the operator.

C. Operators shall complete the transient rental inspection within two (2) months of the submission of applications to the Town indicating the intention to rent the transient occupancy unit on a transient basis. Failure to complete the transient rental inspection within the two (2) month period will result in the revocation of the applications and forfeiting of all application fees paid by the operator.

(Ord. No. 15-12, § 2(Exh. A), 12-2-2015)

5.40.070 - Violations.

A violation of any provision of this chapter, and/or the renting of any transient occupancy unit in a zoning district that does not allow for such transient rental, or without proper land use approvals, is subject to the general penalty provisions and/or the administrative citation provisions set forth in Chapter 1.12 and Chapter 8.32 of the Municipal Code, respectively, and any other civil or administrative remedy allowed by law, provided that such violations shall be subject to a fine not exceeding one thousand five hundred dollars (\$1,500) for a first violation, a fine not exceeding three thousand dollars (\$3,000) for a second violation of this chapter and/or Chapter 3.12 within one year, and a fine not exceeding five thousand dollars (\$5,000) for each additional violation of this chapter or Chapter 3.12 within one year of the first violation.

Notwithstanding Chapter 1.12 and subsection A of this section, the administrative fine for the operation of any transient occupancy unit without a valid business tax certificate shall be five hundred dollars for the first violation.

Notwithstanding subsection A of this section, the \$1,500, \$3,000, and \$5,000 fines set forth therein shall not apply to: (i) a first time offense of failing to obtain a Certified Property authorization or business tax certificate or pay a fee for either of those; or (ii) violations committed in connection with the transient rental of a commercially operated hotel, motel, bed and breakfast inn, time-share property as defined by subdivision (aa) of Section 11212 of the Business and Professions Code, lodge, inn, camping site, space where camping or remaining overnight on a transient basis is permitted at a campground or recreational vehicle park, or the rental of anything that is not a "transient occupancy unit" as defined in Section 5.40.030.

Town staff shall establish a process for granting a hardship waiver to reduce the amount of the fine upon a showing by the responsible party that the responsible party has made a bona fide effort to comply after the first violation and that payment of the full amount of the fine would impose an undue financial burden on the responsible party.

Non-compliance by an operator of the requirements for registration and operation of transient rental units may result in the revocation of the business tax certificate authorizing the use, and no new business tax certificate may be issued to the same licensee for operation of a transient occupancy facility for a period of twelve months following such revocation.

A person committing a second or subsequent violation of any provision of this chapter, including the rental of a transient occupancy unit without a business tax certificate or Certified Property authorization, and/or the renting of any property in a zoning district that does not allow for such transient rental, or without proper land use approvals shall be subject to a minimum enforcement charge of \$2,500 dollars.

5.40.080 – Remedies for Violations.

A. If during a financial audit or other means of assessing rental activity the tax collector determines that the nonpayment of any remittance due is based on fraud the operator shall be subject to an administrative fine of one thousand dollars and revocation of the associated business tax certificate and all Certified Property authorizations. No new business tax certificates or Certified Property authorizations shall be issued to the operator or for the transient occupancy unit for a period of three months for the first violation, six months for the second violation, and twelve months following all subsequent violations.

B. An operator found to have undertaken, contracted for, or allowed unpermitted improvements, alterations, or repairs in a transient occupancy unit for which a permit or permits were required by applicable codes, laws and/or ordinances shall be subject to an administrative fine of one thousand dollars and revocation of the associated business tax certificate and all Certified Property authorizations. No new business tax certificates or Certified Property authorizations shall be issued to the operator or for the transient occupancy unit for a period of three months for the first violation, six months for the second violation, and twelve months following all subsequent violations.

C. An operator found to have violated this chapter in connection with the registration (or lack thereof) or operation of a transient occupancy unit shall be subject to an administrative fine of one thousand dollars and revocation of the associated business tax certificate and all Certified Property authorizations. No new business tax certificates or Certified Property authorizations shall be issued to the operator or for the transient occupancy unit for a period of three months for the first violation, six months for the second violation, and twelve months following all subsequent violations.

TOWN COUNCIL STAFF REPORT

Title: Waive the reading and introduce by title only the ordinance to terminate the moratorium on the issuance of Short-Term Rental Certificates.

Meeting Date: March 6, 2024

Prepared by: Rob Patterson, Town Manager

RECOMMENDATION:

Staff is requesting the Town Council adopt an ordinance lifting the current moratorium on the issuance of new short-term rental registration certificates pursuant to the Town of Mammoth Lakes Municipal Code Title 5.

BACKGROUND:

The Town Council adopted Ordinance 23-10 imposing a moratorium on the issuance of new Short-Term Rental (STR) certificates in defined zoning areas within the Town of Mammoth Lakes on October 18, 2023. The action was taken as an urgency ordinance making the moratorium effective for 45 days. On November 29, 2023, the Town Council conducted a public hearing to extend the initial 45-day moratorium through May 31, 2024 to receive recommendations from the STR Advisory Committee on key updates necessary to address housing issues and STR administration.

The STR Advisory Committee work included the creation of sub-committees for a more detailed discussion of issues. The three subcommittees created were Certified Properties – Focused on STR administration, Zoning – Focused on a review of zoning opportunities, and Carrots and Sticks to review housing initiatives and STR limitations. These subcommittees met weekly for most of December and early January to bring proposals back to the entire STR Committee for final review. The STR subcommittee work was completed on January 23, 2024 and the STR Advisory Committee met one more time on January 30, 2024 to finalize recommendations for the February 7, 2024 Town Council meeting.

The recommendations from the STR Advisory Committee included an immediate implementation of Certified Properties and long-term analysis of recommendations for additional programs in the Housing NOW! initiative and development of dedicated funding sources for these programs. As there were a number of adjustments to the STR program and other housing initiatives like The Parcel coming into play, the STR Advisory Committee did not recommend any caps or limits on the number of STRs in Town. That decision may be revised in the future as the benefits of the current work program is realized.

ANALYSIS:

The results of the committee work provided crucial edits to the STR administration program Certified Properties for immediate implementation. Staff began work updating Municipal Code section 3.12 and 5.40, both of which govern STR activities in the Town. The recommended updates to these codes addressed a number of problems with the existing STR administration and fundamentally changed the registration process, removing TOT certificates and adding individual property certifications. The updates also altered the requirements of owners in certifying the properties for STR business transactions. New requirements included:

- Required Inspections – expanding on the current inspection program and requiring a new inspection every four years.
- Emergency Contact – 24-hour emergency contact that either needs to be a business in Town or Owner Operator living within 60 minutes of the Town.
- Cleaning Services – Required to be a licensed business in the Town of Mammoth Lakes.
- Educational Materials posted within the unit and provided to the transient renter at the point of check in.
- Review of Occupancy Limits – Re-approval of all exemptions to standard occupancy limits.
- Enhanced Penalties to address either nuisance issues from operations that need to be addressed for quality of life to more egregious activities like fraudulent tax reporting that may suspend the certified properties authorization.
- Updated fees for annual administration of Certified Properties.

Based on the comprehensive updates to the Municipal Code governing STRs, staff are recommending the moratorium remain in place until such time these new code updates are effective. Staff are bringing the first reading of the revisions to Municipal Code 3.12 and 5.40 to Town Council on March 6, 2024 with a second reading and adoption occurring on March 20th. These code updates will be in place 30-days later on April 22, 2024.

Staff has coordinated this ordinance update to occur in conjunction with these updates and will therefore be effective April 22, 2024 barring any unforeseen challenges with adoption.

OPTIONS ANALYSIS

Option 1: Staff is requesting the Town Council adopt an ordinance lifting the current moratorium on the issuance of new short-term rental registration certificates pursuant to the Town of Mammoth Lakes Municipal Code Title 5.

Option 2: Make an alternative suggestion for staff to address lifting of the moratorium.

ORDINANCE NO. 24-

**AN ORDINANCE OF THE TOWN COUNCIL
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,
TERMINATING THE MORATORIUM ON THE ISSUANCE OF
TRANSIENT OCCUPANCY REGISTRATION CERTIFICATES**

WHEREAS, on October 18, 2023, the Town Council adopted Ordinance No. 23-10, establishing a moratorium on the issuance of transient occupancy registration certificates (the “Moratorium”); and

WHEREAS, on November 29, 2023, the Town Council adopted Ordinance No. 23-11, extending the Moratorium through May 31, 2024; and

WHEREAS, subsequent to the adoption of the Moratorium, the Town Council formed the STR Advisory Committee, comprised of members of the Mammoth Lakes community and two members of the Town Council, with direction to study how best to regulate short-term rentals in Mammoth Lakes; and

WHEREAS, the STR Advisory Committee held a number of meetings and received extensive verbal and written comments from members of the public, and has made a number of recommendations; and

WHEREAS, the STR Advisory Committee, among other recommendations, recommended that the Town Council amend Titles 3 and 5 of the Mammoth Lakes Municipal Code to establish a “Certified Properties” program to ensure that short-term rental properties are periodically inspected, offer emergency contacts to guests, have identified cleaning services, and that the Town has more tools for dealing with violations of the Town’s operating standards for short-term rentals; and

WHEREAS, the Town Council has conducted the first reading of an ordinance adopting a “Certified Properties” program, which is intended to better regulate short-term rentals operating in Mammoth Lakes but does not cap the number of short-term rentals nor restrict their locations; and

WHEREAS, the Town Council finds that upon the effective date of the ordinance adopting the “Certified Properties” program, the Moratorium will no longer be necessary; and

WHEREAS, termination of the Moratorium in advance of its scheduled May 31, 2024 expiration requires the adoption of an ordinance.

THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1: The Moratorium shall terminate and be of no further force or effect at 12:00 AM on April 22, 2024, provided that the Certified Properties ordinance takes effect concurrently. In the event of a referendum or other legal challenge that prevents the Certified Properties ordinance from taking effect at 12:00 AM on April 22, 2024, the Moratorium shall remain in effect until the earlier of May 31, 2024 or the effective date of the Certified Properties ordinance.

Section 2: EFFECTIVE DATE OF ORDINANCE

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

Section 3: POSTING

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

Section 4: SEVERABILITY

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

The foregoing Ordinance was introduced on the 6th day of March, 2024, and PASSED, APPROVED, AND ADOPTED on the 20th day of March, 2024.

BILL SAUSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

Mammoth Lakes Town Council Agenda Action Sheet

Title: Appointment of Town Council Representative to the Mono County Local Transportation Commission.

Council Meeting Date: 3/6/2024

Prepared by: Rob Patterson, Town Manager

Recommended Motion: Appoint Town Council Representative to the Mono County Local Transportation Commission.

Summary:

Consistent with State law and established bylaws, the Mono County Local Transportation Commission (LTC) consists of six commissioners, three commissioners appointed by the Town of Mammoth Lakes Town Council and three commissioners appointed by the Mono County Board of Supervisors. Each appointing authority may also select up to three alternative members to serve in the absence of their respective regular members. The Town of Mammoth Lakes appointments have recently included two Town Councilmembers and a member of the Planning and Economic Development Commission (PEDC). Due to unforeseen circumstances both Town Council appointees (Mayor Sauser and Councilmember Rice) are in a position where they are not currently able to attend the LTC meetings. Having either an interim appointment or full appointment of a Councilmember will assist in representing the Town in the LTC work program. The Council has appointed the Town Manager as an alternate member who will continue to attend as necessary.

AGENDA BILL

Subject: Councilmember Reports
Initiated by: Jamie Gray

BACKGROUND:

Each member of the Town Council is appointed to serve as a Town representative to a number of committees, commissions, and organizations. These groups meet infrequently and from time to time the representatives will report to the rest of the Council at a regularly scheduled meeting.

In addition, Councilmembers on occasion participate in meetings, conferences and seminars, and their reports on these educational opportunities are of benefit to the rest of the Council.

ANALYSIS/DISCUSSION:

California Government Code requirements pertaining to the open meeting act stipulate that all items for discussion must be listed on the agenda before the matter can be discussed and/or acted upon. To meet this requirement, and the intent of the Brown Act, Councilmember Reports are listed on each agenda to allow representatives to report to the rest of the Council at these meetings.

The following is a list of the commission/committees on which members of the Council serve:

Land Use:

Local Agency Formation Commission (LAFCO) – Rea, Rice, and Bubser as alternate

Airport Land Use Commission – Rea, Rice, and Bubser as the alternate

Mono County Collaborative Planning Team (CPT) – Senior Planner Kim Cooke and Rice as alternate

Intergovernmental Relations:

Town and County Liaison Committee – Sauser, Bubser, and Town Manager and Rea as alternate

Desert Mountain Division of the League of California Cities – Sauser and Town Manager as alternate

Eastern Sierra Council of Governments (ESCOG) – Bubser, Wentworth, and Sauser as alternate

Great Basin Unified Air Pollution Control District – Wentworth and Bubser as alternate

League of California Cities City Voting Delegate – Sauser and the Town Manager as the alternate
California Joint Powers Insurance Authority Board – Rea and Assistant to the Town Manager as alternate

Transportation:

Local Transportation Commission (LTC) – Rice, Sauser, and Paul Chang; 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 – Rea
Eastern Sierra Community Housing Board – Rice
Treasury Oversight Committee – Finance Director; Town Manager as alternate
STR (Short Term Rental Advisory Committee) – Rice and Bubser

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.