



Town Council Agenda

Wednesday, July 3, 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):

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

5.1 July 2024 Public Works Engineering CIP Update.

6. PUBLIC PRESENTATIONS

6.1 Presentation regarding the Mammoth Lakes Fire Protection District's ballot measure.

7. STAFF PRESENTATIONS

7.1 Proclamation declaring July 2024 as Park and Recreation Month.

7.2 July 2024 Office of Outdoor Recreation Update.

7.3 Town's 40th Anniversary Celebration Update.

8. CONSENT AGENDA

8.1 Approve the minutes of the regular meeting of June 19, 2024.

8.2 Authorize the Mayor to sign a letter to the U.S. Fish and Wildlife Service (FWS) requesting that Mammoth Yosemite Airport be withdrawn from the Bi-State Distinct Population Segment of Greater Sage Grouse critical habitat designation.

8.3 Re-appoint Ben Wisner, Scott Reif, and Greg Newbry to the Parks and Recreation Commission with terms expiring on July 31, 2028.

8.4 Authorize the Town Manager to execute an agreement with American Sports Construction, Inc. for synthetic turf repair at the Whitmore Track and Sports Field and the installation of a Synthetic Turf Area at Mammoth Creek Park in the amount of \$41,970.

8.5 Award Construction Contract for the Town of Mammoth Lakes New Civic Center to AMG and Associates, Inc. in the amount of \$26,979,000.00.

- 8.6 Authorize the Town Manager to execute a contract with Pivot Interiors, Inc. for an amount not to exceed \$400,000 for the completion of the Community Recreation Center (CRC) offices and locker/meeting room spaces.
- 8.7 Approve the resolution adopting a Records Retention Schedule and authorizing destruction of certain Town records.
- 8.8 Authorize a professional services agreement with TRB and Associates for building inspection, plan check, and related services.
- 8.9 Approve a professional services agreement with Placemate to implement and manage the Lease to Locals program.
- 8.10 Accept Check Register 6/13/24 in the amount of \$738,872.16. Accept Check Register 6/19/24 in the amount of \$478,775.58. Accept Check Register 6/21/24 in the amount of \$53,905.28. Accept Check Register 6/24/24 in the amount of \$117,657.50.

9. PUBLIC HEARINGS

Public Hearing Procedure.

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

- 9.1 Conduct a public hearing to consider an amendment to the State CDBG grant for the Access Apartments project and an amendment to the Subrecipient Agreement with Mammoth Lakes Housing to administer the grant.

10. POLICY MATTERS

- 10.1 Appeal of Enforcement Charges and Administrative Citations for TOT Enforcement at 246 Canyon Blvd, Mammoth Lakes, California 93546.
- 10.2 Authorize Purchase and Sale Agreement with the Mammoth Lakes Foundation to purchase real property located at 100 College Parkway.
- 10.3 Update of draft Official Ballot Language – 2% Transient Occupancy Tax Increase.

11. COUNCILMEMBER REPORTS

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

12. ADJOURNMENT

The Town Council will adjourn to a regular meeting to be held on Wednesday, July 17, 2024 at 4:00 p.m.

Mammoth Lakes Town Council Agenda Action Sheet

Title: July 2024 Public Works Engineering CIP Update.

Council Meeting Date: 7/3/2024

Prepared by: Amy Callanan, PE, Engineering Manager

Recommended Motion: None

Summary: The July 2024 CIP Update includes most of the Town's active construction projects.



Public Works Engineering Capital Project Update July 3, 2024

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

Project	Notes	Budget
CRC CRC Mobility Hub	The CRC "Rec Zone" is now open for summer operations, including sport court layouts for basketball, volleyball, soccer and more. Installation of parking lot lighting by TOML staff will occur later this summer. The contractor is working on several punchlist items, although some may be included in the "Phase 2" Interior TI Work (see below).	~\$15M \$1.75M
CRC "Phase 2" - Interior TI Work	Staff has awarded a flooring contract and is requesting Town Council award a contract for office space and additional locker room construction at this July 3 meeting. Other work scheduled to be bid this summer includes bleachers, stairs and ADA lift, east patio railing, front entry "canopy", and miscellaneous Phase 1 punchlist items which were not completed by the contractor.	\$1.05M
The Parcel Phase 1 "The Sawyer"	Building B is now occupied, and Building A is on track to open in July. A ribbon-cutting ceremony combined with a groundbreaking for Phase 2 "Kingfisher" is scheduled for the afternoon of August 7. Concrete seat walls and curbs are being constructed in the park, in anticipation of playground equipment installation later in July. Other upcoming site work scheduled for this spring includes the Center St sidewalk, additional MUPs, streetlights, bus shelters, landscaping and the public restroom and picnic pavilion in the park.	\$58M (buildings) ~\$5.6M (public infrastructure)
The Parcel Phase 2 "Kingfisher"	The contractor plans to start earthwork on "Kingfisher 1" (four 3-story "tuck-under" buildings along Inyo St and Tavern Rd) next week. A groundbreaking ceremony combined with ribbon-cutting for Phase 1 "Sawyer" is scheduled for the afternoon of August 7. Funding for "Kingfisher 2" (one 4-story "podium" building in NE corner of site) is pending. This combined Phase 2 includes 148 housing units, but does not include any additional "public" infrastructure.	\$46M (Kingfisher 1) TBD (Kingfisher 2)
Chaparral Extension (The Parcel)	Work has resumed on site, including installation of underground dry utilities (electrical and telecom), sidewalks and multi-use paths, and landscaping.	\$1.8M
60 Joaquin	Work on foundation construction has resumed on site, with modular units expected to be set in July.	\$2.42M
Fuel Island	The fuel island is now open and the project is complete. A closeout report will be provided at the July 17 meeting.	\$466K
Main Street Landscaping Phase 1	Work on the irrigation system and preparation of planting areas continues. Installation of native drought-tolerant trees and shrubs is expected to begin this week or next.	\$524K
Town Civic Center	The sale of bonds to secure funding is complete, and staff is requesting the Town Council award the construction contract at this July 3 meeting. Construction on site, including grading, utilities, and building foundations, could begin shortly thereafter.	\$27M
Childcare Center (Core & Shell only)	The contractor continues earthwork and excavation for utilities and foundations. Re-location of the portable units should occur in late July after the end of the school year.	\$1.65M
Dog Park	Work continues on concrete curb and fencing, to be followed by placement of asphalt, and installation of the restroom and artificial turf.	\$1.1M

SHARP Trailhead Infrastructure	Work on site is expected to start later this summer, to be coordinated with the delivery schedule for the prefabricated restroom, in order to minimize restrictions to access of USFS lands.	\$1M
Road & MUP Rehab 2024	The contractor intends to mobilize next week, with reconstruction work starting after the July 4 weekend. The project will temporarily disrupt vehicular access to residences and businesses while construction is under way. Staff will provide updates on the Town's website and social media outlets. A newspaper ad containing additional information will run in The Sheet and Mammoth Times and is also attached to this update.	\$2.8M
Slurry Seal 2024	The slurry placement is complete, and the roads will be striped and marked following the July 4 weekend.	\$734K
Mammoth Creek Park West (CRC)	The playground is open. Staff is working with contractors to repair the split rail fence and install the asphalt paths, artificial turf, irrigation and grass prior to the Town's 40th Anniversary celebration on August 24. The details of the picnic/performance pavilion and bouldering structures require additional planning, and installation will likely occur next summer.	\$500K
Mammoth Arts & Cultural Center (MACC)	The project has been submitted for Planning Review, with PEDC approval anticipated in August. Staff plans to bid, award a contract, and begin construction this fall.	~\$15M + (TBD)
Town Fencing Repairs	Work has started at the Community Center tennis courts.	\$85K
Town Facility Painting	Work is expected to start in July.	\$93.5
Whitmore Track and Turf Repair	Staff is requesting Town Council award a contract at this July 3 meeting. Work is expected to take place later this summer.	\$100K
Airport Automated Weather Observation System (AWOS) Relocation and Upgrade	Most of the work was completed in 2023 and the Contractor is currently waiting for delivery of materials that had a very long lead time. Work will resume as soon as the materials are delivered. The remaining work will only take a couple of weeks.	\$570K
Reconstruct GA and Terminal Parking Lot at the Airport	The project received four bids on March 20th and then staff applied for a grant from the Federal Aviation Administration. As soon as the grant is received, staff will recommend an award by Town Council. Construction is expected to occur this summer.	\$2M



SUMMER ROAD MAINTENANCE

The Town of Mammoth Lakes will have two major road maintenance projects under construction this summer. Both projects will require a variety of temporary lane or full road segment closures with detours and flaggers over multiple days at a time. Temporary impacts to motorists and pedestrians will be extensive and noticeable around town. Access to residences and businesses will be maintained although with varying degrees of delay. The Town's Contractors will notify residents, businesses, and property owners that are directly affected with more details prior to construction. The Town will also post updated schedules and new information on our website and social media (Facebook and Instagram).

Please see below for project map.

Project Scope

- 1 The **Road and Multi Use Path (MUP) Rehabilitation Project** consists of the reconstruction of several roads and MUPs throughout Town. The project is currently expected to begin in mid-June and last for about 2 months through mid-August.

Note: The Town is evaluating possible additions to this scope. Check the QR link below for updates.

- 2 The **Slurry Seal Project** will include the application of a seal coat that must be allowed to dry without vehicular disturbance for up to five hours. The project is currently expected to begin in early June and last for about 2 weeks.



We appreciate everyone's patience while we work on these critical improvements to our roads and MUPs. For questions or additional information, please contact the Public Works Engineering Department:

Slurry Seal: Colin Brownlee, cbrownlee@townofmammothlakes.ca.gov

Road and MUP Rehabilitation: Matthew Freedman, mfreedman@townofmammothlakes.ca.gov

For up-to-date information on the Mammoth Lakes 2024 Road & MUP Rehabilitation Projects, please scan this QR code or visit arcg.is/1y9WD80.

Mammoth Lakes Fire Protection District

**Reducing the Risk of Wildfires and Natural Disasters
in Mammoth Lakes**





Protecting Mammoth Lakes

- The Mammoth Lakes Fire Protection District (MLFPD) is the first line of defense against wildfires and natural disasters
- Responds to 900 emergencies a year to protect 11,500 Mammoth Lakes parcels





Threat of Natural Disasters

- Over the years, severe weather events are leading to more out of control wildfires and natural disasters
- Our area is vulnerable to
 - wildfires
 - earthquakes
 - propane explosions





Threat of Natural Disasters

- A wildfire near Mammoth Lakes could threaten our entire community
 - homes
 - schools
 - businesses
 - wildlife
 - local forest





Potential Measure to Reduce the Risk of Wildfires

- MLFPD Board of Commissioners is considering placing a potential parcel tax measure on the November 2024 ballot
- The potential measure would generate approximately \$925,000 annually and would cost homeowners \$98 per parcel
- Potential measure would provide a stable, dedicated source of funding to support MLFD's activities and operations



What would funds be used for?



Provide rapid 9-1-1 emergency medical response



Increase summer firefighter staffing to maintain a wildfire engine during peak fire season



Address dangerous conditions from heavy snowfall



Fund wildfire protection programs like chipping, clearing brush and cutting community fuel breaks



What would funds be used for?



Assist residents with creating and maintaining wildfire defensible space around their homes and property



Improve communication systems to assist in coordinating operations during local emergencies



Ensure fire trucks, protective gear, and communications technology are kept up-to-date and well-maintained



Fiscal Accountability

- Money raised could only be used for services the Mammoth Lakes Fire Department provides to the community
- No funds could be diverted to the State, Mono County or to the Town of Mammoth Lakes
- An independent citizens' oversight committee would ensure funds are spent as promised
- An exemption from the cost of the measure would be available for low-income seniors 65 and older



We Want to Hear From You!

If you have questions about this planning effort or about steps you can take to help prevent wildfire and better prepare for an emergency, please contact:

Fire Chief Ales Tomaier

Ales@mld.ca.gov

(760) 934-2300

Mammoth Lakes Town Council Agenda Action Sheet

Title: Proclamation declaring July 2024 as Park and Recreation Month.

Council Meeting Date: 7/3/2024

Prepared by: Stuart Brown, Parks and Recreation Director

Recommended Motion: Adopt the Proclamation declaring July as Park and Recreation Month in the Town of Mammoth Lakes.

Summary: For nearly 40 years, the nation has celebrated Park and Recreation Month in July to promote building strong, vibrant and resilient communities through the power of parks and recreation. This month is dedicated to recognizing and celebrating the more than 160,000 full-time park and recreation professionals - along with hundreds of thousands of part-time and seasonal workers and volunteers - who maintain our country's local, state and community parks.

This year's theme, "Where You Belong" celebrates the many ways park and recreation professionals across the country foster a sense of belonging in their community by providing welcoming and inclusive programs, essential services for all ages and abilities, and safe, accessible spaces to build meaningful connections.

This July, join the Town of Mammoth Lakes Parks and Recreation Department for Park and Recreation Month, as we celebrate how Mammoth Lakes is stronger, more vibrant and more resilient because of parks and recreation. A variety of activities are planned for residents and visitors of all ages and abilities during the month of July including FREE swim Sundays at the Whitmore Pool, FREE Fun Fridays at the Mammoth RecZone, the annual beach volleyball tournament at Shady Rest Park, the Men's and Coed Softball tournaments at Shady Rest Park and register for any of our signature or contracted parks and recreation summer camps and programs.

Learn more about Park and Recreation Month and find additional resources by visiting: www.nrpa.org/July or follow us on Facebook at MammothParksnRec using #WhereYouBelong, online at www.townofmammothlakes.ca.gov or by calling (760) 965-3690.

We are all recreation – all the time!

**PROCLAMATION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES,
STATE OF CALIFORNIA, DECLARING JULY 2024 AS PARK AND RECREATION MONTH**

WHEREAS parks and recreation is an integral part of communities throughout this country, including the Town of Mammoth Lakes; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS park and recreation programming and education activities, such as out of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mammoth Lakes, State of California, that July is recognized as Park and Recreation Month in the Town of Mammoth Lakes.

APPROVED AND ADOPTED this 3rd Day of July 2024,

BILL SAUSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

Mammoth Lakes Town Council Agenda Action Sheet

Title: July 2024 Office of Outdoor Recreation Update.

Council Meeting Date: 7/3/2024

Prepared by: Lawson Reif, Outdoor Recreation Manager

Recommended Motion: This is an information item only; no action is required.

Summary: Attached is the July 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

July 2024 Update
Created June 25th, 2024

PROJECT	NOTES	BUDGET/OTHER INFO
SHARP Trails	<p>Trails Program Manager Andrew Mulford will provide a verbal update of the meeting with the USFS Interdisciplinary Team on 6/20/2024 along with next steps in the process.</p> <p>Developing collection agreement for USFS staff using SNC planning dollars.</p>	SNC Grant Budget: \$510,596.68
SHARP Trailhead	<p>Construction will begin after the 4th of July holiday, but we do not currently have an exact start date due to delays with the vault toilet.</p> <p>MMSA has consolidated and stacked the logs at the Sherwins TH.</p>	SNC Grant Budget: \$953,414.00
Forest Service Snow Storage Location	<p>A testing plan has been submitted to the District Ranger and Inyo Staff. The OOR is waiting for a response of approval or changes to the proposed testing plan. Once approved, testing will commence.</p>	Approximately \$7,500.00
Stewardship	<p>2024 stewardship days established: July 27th, & September 21st, 2024.</p>	<p>https://www.townofmammothlakes.ca.gov/1214/Volunteer</p>

	<p>Our first Wednesday worknight was a success, so much so, that we are now requiring volunteers to sign up online to ensure we have enough tools and supplies for participants.</p> <p>Don't forget to join us Thursday's at 5 p.m. for Trashy Thursday's!</p>	
Summer Recreation Map	<p>The summer recreation map is complete and has been printed & distributed. Maps are available on Avenza as well. Working with the USFS to see if they would like to host the map on their official website.</p>	<p>https://store.avenza.com/products/mammoth-lakes-summer-recreation-map-us-forest-service-r5-map</p>
Grants	<p>Waiting on CalFire grant to fund 3 new interpretive signs along the recently logged Mammoth Creek Parcel. These signs have been designed & are ready to go and we are waiting to see the results of the grant prior to moving forward.</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 Whitebark, development of sandwich board signs interpreting the SPLAT treatment. 3 of these signs are currently deployed on the MUP between Sherwin & Waterford Street.</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> <p>In collaboration with MLT & MLR the OOR is working with Clean Up The Lake to develop 2 new interpretive signs for the Lake George Area. Signs will focus on the CUTL project and aquatic invasives.</p>	
<p>Winter Grooming</p>	<p>The OOR has examined the OSV agreement with the State and will be meeting with the Town Manager to discuss & plan moving forward.</p> <p>Subsequent engagement with council will occur.</p> <p>A new non-motorized grooming snowmobile has been purchased</p>	

	in preparation for next seasons grooming ops.	
Hiring	The OOR is flying positions for the Host Program. Please pass the word along to anyone who might be interested.	https://www.townofmammothlakes.ca.gov/767/Employment-Opportunities
Sign Replacement	<p>Three new 6a wayfinding signs were installed on main street to help folks navigate this area of the town loop.</p> <p>OOR will install both MUP and soft surface signage as we are able.</p>	
Trails/Trail Work	<p>Moving forward with Inyo specialists on trail reroutes for Mammoth Rock Trail and Mountain View Trail. Inyo specialists are scheduling time to look at these proposed reroutes and we plan to complete the work this summer.</p> <p>Trail crews have been inundated with tree work, but crews have deployed to Black Bear Run when we are not performing tree work.</p> <p>Using LTC funding, the OOR has contracted with STANTEC to perform a review of the environmental data from the Timber Project in Mammoth Creek Parcel.</p>	

<p>Trees near Frontier Lines in Lakes Basin</p>	<p>In partnership with Mammoth Fire, OOR trail crews have been dropping trees along the MUPs between the Art Gallery and the Mammoth Pack Station. All trees that could affect the MUP alone have been dropped. Many more trees need to be dropped but require Frontier to lower their lines. Frontier has not done so, so work is unable to continue at this time.</p>	<p>OOR staff is cleaning up the area and will temporarily open the MUP for the 4th of July week/weekend.</p> <p>Special thanks to MLFD for all their help and hard work. MLFD is not responsible for any of the trees in question, yet has been an excellent partner with the town to accomplish our shared goal of safely removing these hazards. TOML is responsible for any hazard trees along the MUPs, but currently all the trees in question could drop on both the MUP and Frontier phone lines. It took the Inyo some time to inform TOML that we are responsible for dropping & bucking the trees, while Frontier is responsible for dropping their lines.</p>
<p>Community Center Parcel</p>	<p>Immediately adjacent to the community center, the OOR has established a small recreation site with 3 picnic tables, bear box, bike tool station, and trash facilities.</p> <p>Trail Crew cleaned the area resulting in multiple trailer-loads of duff being taken to the dump.</p>	
<p>Agreements & Contracts</p>	<p>The OOR has been working with Whitebark to update various MOU's and Letters of Agreement that govern the Eastern Sierra Climate and Communities Resilience Project. These updates primarily involve funding sources.</p>	

Mammoth Lakes Town Council Agenda Action Sheet

Title: Town's 40th Anniversary Celebration Update.

Council Meeting Date: 7/3/2024

Prepared by: Stuart Brown, Parks and Recreation Director

Recommended Motion: Receive presentation and provide consensus comments or direction to Town staff.

Summary: The Town of Mammoth Lakes is proudly celebrating its 40th Anniversary this year on **Saturday, August 24** at Mammoth Creek Park from 12-4pm. The community is cordially invited to attend and celebrate the Town's storied past and bright future.

The theme for the 40th Anniversary is "Celebrate the past – Build for the future!"



The community is welcome to join us for an authentic and interactive celebration including the unveiling of the new Town Seal, hear stories about our past from previous Town Councilmembers and Town Managers, help us build for the future by participating in a visioning exercise, enjoy complimentary admission to the Mammoth RecZone, and be entertained by live music with food and drinks available for purchase from Capybara (new on-site food truck), our many community businesses, and valued non-profit organizations.

The event details are still be finalized, however, the event is listed on the Town's website calendar with information posted on the Community Events page: <https://www.townofmammothlakes.ca.gov/1289/Community-Events>.



Town Council of Mammoth Lakes

Minutes of Regular Meeting

June 19, 2024, 4:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

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

Members Absent: Mayor Bill Sauser

1. CALL TO ORDER AND ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Allan Pietrasanta led the flag salute.

3. PUBLIC COMMENTS

Mayor Pro Tem Bubser acknowledged the importance of the Juneteenth holiday.

Emily Janoff, Epidemiologist for Mono County Health & Human Services, encouraged the Council and the community to take part in the Mono County Well-Being Survey.

4. ADDITIONS TO THE AGENDA

There were no additions to the agenda.

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

Deputy Airport Manager Sierra Waugh and Airport Operations Manager Soibian Spring gave an update regarding the recent FAA Western Pacific Region Airports Conference that they had attended. There was discussion among members of Council and staff.

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

6. PUBLIC PRESENTATIONS

6.1 Presentation of Sierra Jobs First Program Update.

Town Manager Rob Patterson introduced Mr. Frisch, President of the Sierra Business Council. Mr. Frisch and Elaine Kabala, Executive Director of the Eastern Sierra Council of Governments, presented an update on the Sierra Jobs First Program. There was discussion among members of Council, Mr. Frisch, Ms. Kabala, and staff.

7. STAFF PRESENTATIONS

7.1 Mammoth Main Base Redevelopment Project (“Evolving Main”) Update – June 2024.

Jen Murillo, Lisa Wise Consulting, gave an update regarding the Mammoth Main Base Redevelopment Project.

7.2 Parcel Affordable Housing Project Construction Update.

Community and Economic Development Director Nolan Bobroff and Engineering Manager Amy Callanan gave an update regarding the Parcel Affordable Housing Project. There was discussion among members of Council, staff, and Shellan Rodriguez, SMR Development Owner.

7.3 Update on Town Hall Construction and Financing.

Town Manager Rob Patterson gave an update regarding the Town Hall construction and financing. There was discussion among members of Council and staff.

8. CONSENT AGENDA

Moved by Councilmember Amanda Rice
Seconded by Councilmember Sarah Rea

Approve the Consent Agenda with Councilmember Rice abstaining on Agenda Item 8.6.

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

Absent (1): Mayor Bill Sauser

Carried (4 to 0)

- 8.1 **Approve the minutes of the regular meeting of June 5, 2024.**
- 8.2 **Adopt the Resolution ordering the levy and collection of assessment within the Community Facilities District No. 2004-1 (Fractional) Mello Roos District.**
- 8.3 **Adopt the Resolution ordering the levy and collection of assessment within the Community Facilities District No. 2005-1 (In Lieu DIF).**
- 8.4 **Adopt the Resolution ordering the levy and collection of assessment within the Community Facilities District No. 2023-1 (Maintenance Services).**
- 8.5 **Adopt the Resolution authorizing the temporary closure of certain Town roads for the annual Fourth of July Parade and Freedom Mile Run on July 4, 2024.**
- 8.6 **Authorize the Town Manager to execute an Agreement with Mike's Custom Flooring, Inc. for the purchase and installation of flooring at the Community Recreation Center (CRC) in an amount not to exceed \$250,000 subject to review by the Town Attorney.**
- 8.7 **Authorize the Town Manager to execute an Agreement with the AstroTurf Corporation for the Whitmore Track Repair project in the amount of \$66,795 subject to review by the Town Attorney.**
- 8.8 **Adopt the resolution authorizing submittal of application(s) for all CalRecycle grants for which the Town of Mammoth Lakes is eligible.**
- 8.9 **Approve the Solid Waste Parcel Fee Agreement with Mono County for Fiscal Year 2024-2025 to allow the levy and collection by Mono County of Solid Waste Parcel Fees in the Town of Mammoth Lakes.**
- 8.10 **Accept Check Register 6/6/24 in the amount of \$316,873.53.**

9. PUBLIC HEARINGS

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

The Mayor Pro Tem opened the public hearing at 5:34 p.m.

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

With no members of the public coming forward to speak, the Mayor Pro Tem closed the public hearing at 5:37 p.m.

Moved by Councilmember John Wentworth
Seconded by Councilmember Amanda Rice

Adopt the Resolution ordering the levy and collection of assessments within Assessment District 93-1 (Juniper Ridge) for the Fiscal Year 2024/25.

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

Absent (1): Mayor Bill Sauser

Carried (4 to 0)

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

The Mayor Pro Tem opened the public hearing at 5:38 p.m.

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

With no members of the public coming forward to speak, the Mayor Pro Tem closed the public hearing at 5:39 p.m.

Moved by Councilmember John Wentworth
Seconded by Councilmember Amanda Rice

Adopt the Resolution ordering the levy and collection of assessments within the Bluffs Assessment District No 93-4, Zone 1 for the Fiscal Year 2024/25.

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

Absent (1): Mayor Bill Sauser

Carried (4 to 0)

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

The Mayor Pro Tem opened the public hearing at 5:39 p.m.

Councilmember Rice recused herself due to her ownership of property within the District and left the meeting at 5:40 p.m.

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

With no members of the public coming forward to speak, the Mayor Pro Tem closed the public hearing at 5:41 p.m.

Moved by Councilmember John Wentworth
Seconded by Councilmember Sarah Rea

Adopt the Resolution ordering the levy and collection of assessments within the Old Mammoth Road Benefit Assessment District No. 2002-1 for the Fiscal Year 2024/25.

For (3): Mayor Pro Tem Chris Bubser, Councilmember Sarah Rea, and Councilmember John Wentworth

Abstain (1): Councilmember Amanda Rice

Absent (1): Mayor Bill Sauser

Carried (3 to 0)

Councilmember Rice returned to the meeting at 5:42 p.m.

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

The Mayor Pro Tem opened the public hearing at 5:42 p.m.

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

With no members of the public coming forward to speak, the Mayor Pro Tem closed the public hearing at 5:44 p.m.

Moved by Councilmember Amanda Rice
Seconded by Councilmember Sarah Rea

Adopt the resolution ordering the levy and collection of assessments within special maintenance district North Village Benefit Assessment District No. 2002-02, Zone 1 for the Fiscal Year 2024/25.

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

Absent (1): Mayor Bill Sauser

Carried (4 to 0)

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

The Mayor Pro Tem opened the public hearing at 5:45 p.m.

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

With no members of the public coming forward to speak, the Mayor Pro Tem closed the public hearing at 5:46 p.m.

Moved by Councilmember Sarah Rea
Seconded by Councilmember Amanda Rice

Adopt the Resolution ordering the levy and collection of assessments within the Mammoth View Benefit Assessment District No. 2014-1 for the Fiscal Year 2024/25.

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

Absent (1): Mayor Bill Sauser

Carried (4 to 0)

9.6 Approval of Appropriations Limit, Investment Policy, and Annual Budget for Fiscal Year 24-25.

The Mayor Pro Tem opened the public hearing at 5:48 p.m.

Town Manager Rob Patterson gave a presentation outlining the information in the staff report. There was discussion among members of Council and staff.

With no members of the public coming forward to speak, the Mayor Pro Tem closed the public hearing at 6:28 p.m.

Moved by Councilmember Amanda Rice
Seconded by Councilmember Sarah Rea

Adopt a resolution establishing the Town of Mammoth Lakes appropriations limit for Fiscal Year 24-25. Adopt a resolution reaffirming the Town of Mammoth Lakes Investment Policy for Fiscal Year 24-25. Adopt a resolution reaffirming the Town of Mammoth Lakes Reserve Policy for Fiscal Year 24-25. Adopt a resolution reaffirming the Town of Mammoth Lakes Debt Policy for Fiscal Year 24-25. Adopt a resolution approving the Annual Budget for the Town of Mammoth Lakes for Fiscal Year 24-25, as presented.

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

Absent (1): Mayor Bill Sauser

Carried (4 to 0)

9.7 Town of Mammoth Lakes FY24-25 Master Fee Schedule.

The Mayor Pro Tem opened the public hearing at 6:30 p.m.

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

Staff were directed look into options to lower the parks and recreation fees for residents and bring them back to Council for consideration.

With no members of the public coming forward to speak, the Mayor Pro Tem closed the public hearing at 6:46 p.m.

Moved by Councilmember Amanda Rice
Seconded by Councilmember Sarah Rea

Adopt the attached resolution establishing and updating a master schedule of fees and charges for Town services for FY24-25.

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

Absent (1): Mayor Bill Sauser

Carried (4 to 0)

10. **POLICY MATTERS**

10.1 **Introduction of draft Official Ballot Language – 2% Transient Occupancy Tax Increase.**

The Mayor Pro Tem called a recess at 6:47 p.m. and the Council reconvened at 6:54 p.m.

Town Manager Rob Patterson outlined the information in the staff report and introduced the Town's consultant, Jeremy Hauser from TeamCivX. Mr. Hauser outlined the proposed language for the ballot measure. There was discussion among members of Council, staff, and Mr. Hauser.

PUBLIC COMMENT:

John Morris, Chair of the STR Advisory Committee, said that the focus should be on housing and outlined his concerns with the proposed language.

There was discussion among members of Council and staff.

10.2 **Discuss the Lease to Locals Program.**

Town Manager Rob Patterson and Community and Economic Development Director Nolan Bobroff gave a presentation outlining the information in the staff report. There was discussion among members of Council, staff, and Chase Janvrin from Placemate.

PUBLIC COMMENT:

Brianna Goico, Mammoth Lakes Chamber of Commerce, spoke in support of the program. There was discussion among members of Council and Ms. Goico.

John Morris, Lodging Association, spoke in support of the program.

There was discussion among members of Council and staff.

Staff were directed to bring a contract back for Council consideration.

11. COUNCILMEMBER REPORTS

Councilmembers Rice and Rea attended the Local Agency Formation Commission (LAFCO) meeting.

Councilmember Rice attended the Town staff tour.

Mayor Pro Tem Bubser attended the Eastern Sierra Transit Authority (ESTA) Board meeting.

Councilmember Wentworth attended a Sierra Nevada Conservancy meeting, the Towns to Trails Planning meetings, the ESSRP Jobs First Recreation Tourism Workshop, and a call with Senator Alvarado-Gil regarding a climate bond.

12. ADJOURNMENT

The Council adjourned the meeting at 8:08 p.m.

Jamie Gray, Town Clerk

Mammoth Lakes Town Council Agenda Action Sheet

Title: Authorize the Mayor to sign a letter to the U.S. Fish and Wildlife Service (FWS) requesting that Mammoth Yosemite Airport be withdrawn from the Bi-State Distinct Population Segment of Greater Sage Grouse critical habitat designation.

Council Meeting Date: 7/3/2024

Prepared by: Sierra Waugh, Deputy Airport Manager

Recommended Motion: Authorize the Mayor to sign a letter to the U.S. Fish and Wildlife Service (FWS) requesting that Mammoth Yosemite Airport be withdrawn from the Bi-State Distinct Population Segment of Greater Sage Grouse critical habitat designation.

Summary: The U.S. Fish and Wildlife Service is proposing a critical habitat designation for Bi-State Distinct Population Segment of Greater Sage Grouse on and around Mammoth Yosemite Airport (263-acres), located in Mono County. The attached letter requests that FWS withdraw Mammoth Yosemite Airport from the proposed critical habitat designation.

To maintain and operate the Airport in compliance with Federal Aviation Administration (FAA) airport design and operation standards, the Airport must be allowed to ensure that safety is maintained. This includes mowing, fencing, Foreign Object Debris (FOD) prevention, bird strike mitigation, and mitigation of terrestrial wildlife hazards. A designation as critical habitat would constrain the ability of the Airport to operate safely and increase the financial burden associated with routine maintenance. The Town and FAA will continue to cooperate with FWS to protect the Greater Sage Grouse in a way that meets the requirements of the Endangered Species Act and provides for the continued safe operations of the Airport.



Town of Mammoth Lakes

P.O. Box 1609, Mammoth Lakes, CA, 93546

(760) 965-3600

www.townofmammothlakes.ca.gov

July 3, 2024

FWS-R8-ES-2013-0042

Division of Policy and Directives Management

U.S. Fish and Wildlife Service

4401 N. Fairfax Drive, MS 2042-PDM

Arlington, VA 22203

Subject: Mammoth Yosemite Airport (MMH)
Proposed U.S. Fish and Wildlife Service Critical Habitat Designation for the Bi-State Distinct Population Segment of Greater Sage-Grouse

Request Summary

The Town of Mammoth Lakes, California respectfully requests that the U.S. Fish and Wildlife Service withdraw the Mammoth Yosemite Airport (263-acres), located in Mono County, California, from the proposed critical habitat designation for the Bi-State Distinct Population Segment of Greater Sage Grouse. Mammoth Yosemite Airport is part of the Federal Aviation Administration (FAA) National Plan of Integrated Airport Systems (NPIAS) and the only airport with scheduled charter service in Mono County. The Airport is a critical economic and transportation element serving all the communities located in the Eastern Sierra. In order to maintain and operate the Airport in compliance with FAA airport design and operation standards, the Airport must be allowed to ensure that safety is maintained. This includes mowing, fencing, Foreign Object Debris (FOD) prevention, bird strike mitigation, and mitigation of terrestrial wildlife hazards. A designation as critical habitat would constrain the ability of the Airport to operate safely and increase the financial burden associated with routine maintenance.

Most of the Airport is currently developed or proposed for short-term development that is not conducive to Greater Sage Grouse habitat. Large portions of the Airport are paved, covered by buildings, or set aside by the FAA as special use areas as shown in Exhibit A – Airport Property Usage. To meet FAA safety requirements, significant areas on each side of the runway and taxiway are set aside as Runway Safety Areas and Runway Object Free Areas or Taxiway Safety Areas and Object Free Areas. These areas must be graded, mowed, or otherwise treated to remove objects that could adversely affect the integrity of an aircraft operating within these areas. Fire prevention and protection also requires clearing brush around buildings and roads. Essentially, the airport requires maintenance which renders it unsuitable as Greater Sage Grouse habitat.

Withdrawing the Airport from the proposed critical habitat consideration does not relieve the Town of Mammoth Lakes (Town) of its obligations under any Federal law, regulations, or guidance including the Endangered Species Act (ESA). Withdrawing does, however, provide the Town with management options to protect the species and maintain a safely operating Airport. In 2015, the Town

prepared a Wildlife Hazard Assessment (WHA) in accordance with FAA Advisory Circular 150/5200-33C (previously AC 150/5200-33B), *Hazardous Wildlife Attractants on or Near Airports*. The assessment identified each species causing an aviation hazard, its seasonal populations, and the extent of the hazard. The assessment included investigation of areas for concentrations of wildlife attracted to specific locations and features.

In 2015, after the completion of the WHA and utilizing the assessments findings, the Town in conjunction with the FAA prepared a Wildlife Hazard Management Plan (WHMP) for the airport. Agency expertise was used to create a plan that integrates agencies' respective programmatic responsibilities while complying with existing laws, regulations, and policies. Under provisions of 14 CFR §139.337(a) the Airport is required to take immediate action to alleviate wildlife hazards whenever they are detected. The plan allows safe operations and maintenance of the Airport while avoiding adverse impacts to wildlife populations.

An inter-agency process was facilitated by the "Memorandum of Agreement Between the Federal Aviation Administration, the U.S. Air Force, the U.S. Army, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, and the U.S. Department of Agriculture to Address Aircraft-Wildlife Strikes" signed by all parties in 2003. The stated purpose of the MOA is: "Through this MOA, the agencies establish procedures necessary to coordinate their missions to more effectively address existing and future environmental conditions contributing to aircraft-wildlife risks to aviation and human safety, while protecting the Nation's valuable environmental resources."

As stated above, the Town of Mammoth Lakes is committed to working with all interested parties to comply with all applicable laws, protect endangered species, mitigate risks to aviation, and protect human safety.

Mammoth Yosemite Airport, the FAA and the Endangered Species Act.

Mammoth Yosemite Airport is owned and operated by the Town of Mammoth Lakes. The Airport occupies 263-acres on the eastern side of the Sierra Nevada in the Long Valley Caldera, in Mono County, California, 196 acres are owned fee simple by the Town and 67 acres are leased or covered by special use permit (See Exhibit B – Airport Interests). The Airport is located approximately seven miles south of the Town, adjacent to U.S. Highway 395, and is a critical component of the region's emergency and transportation infrastructure.

The Airport which has been at its current location since the early 1940's has played an increasingly important role as a source of transportation and emergency response. Today, the Airport serves scheduled charter flights, firefighting, search and rescue, medevac, military and other aircraft. The Airport provides a location for high-altitude training, aircraft maintenance and resources for regional utility management services. The Airport plays an increasingly important role in firefighting resources as climate change increases the risk of wildland fires.

The Airport is a significant element of firefighting operations and is critical for a highly prone fire area such as the Eastern Sierra. The Airport serves as a base during firefighting operations, and a staging location for aircraft used for initial fire response.

Mammoth Yosemite Airport is used commonly by visitors and skiers to Mammoth Mountain Ski Area, the primary private employer in the area and single largest private contributor to the area's economic base. The Town considers the Airport an economic resource to remain competitive with other ski resorts and recreational designations in the western United States.

Mammoth Yosemite Airport serves a large general aviation community including the regions' air ambulance services, and Sierra Life Flight which is based at the Airport. Access to reliable air ambulance services within ten minutes of the Town is critical to the well-being of residents and visitors. The next closest airport is located 45 miles south, in Bishop, California, a one-hour drive.

The Town has prepared numerous environmental assessments and biological surveys on and near the Airport. Those surveys and assessments acknowledge that the Airport is located within potential Greater Sage Grouse habitat but have never identified any grouse leks or resident individuals.

Mammoth Yosemite Airport is a "Federally Obligated" airport. Federally Obligated airports are public airports that have accepted Federal assistance, either in the form of grants or property conveyances. The U.S. Department of Transportation, Federal Aviation Administration is responsible for regulating civil aviation to promote safety and serves as the lead Federal agency for National Environmental Policy Act (NEPA) and for enforcing special purpose laws, such as the Endangered Species Act. The FAA reviews and approves airport plans, specifically the Airport Layout Plan (ALP) prior to consideration or approval of Airport Improvement Program (AIP) funding. Non-compliance with NEPA, the airport's ALP, and federal directives, regulations, and laws would render a proposed project ineligible for AIP funding.

When the Airport's legal owner and operator, the Town of Mammoth Lakes, accepted Federal financial assistance it agreed to comply with all Federal Grant Assurances associated with federal financing. Among its grant assurances, the Town certifies that it will comply with:

- National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.
- Executive Order 11990 – Protection of Wetlands

For its part, the FAA acts as the lead Federal agency for the compliance with both the procedures and policies of NEPA and for the enforcement of applicable special purpose laws to include the Endangered Species Act (16 USC Section 1531, et seq).

If the Mammoth Yosemite Airport is included in the Bi-State District Population Segment of Greater Sage Grouse critical habitat as currently proposed, the FAA, as the lead federal environmental agency, will be required to consult with the U.S. Fish and Wildlife Service (FWS) for all Airport surface disturbances within designated critical habitat. Generally, as with other airports that have been designated critical habitat for other species, this means that all activities, including routine maintenance and minor construction, such as replacing a buried electrical cable, are subject to consultation between the FAA and FWS, preparation of a Biological Assessment (BA), preparation of a Biological Opinion (BO) and preparation of a NEPA compliance document.

Furthermore, because of the way the FAA funds airport projects (federal actions), it is not always possible to foresee all future projects which should be included in the BA/BO process. Additionally,

the FAA defines near-term projects as 3 to 5 years and long-term projects as having horizons greater than 5 years; but will only approve funding for near-term projects. Therefore, any long-term projects would require additional consultation between federal agencies per ESA Section 7. The consultation process is time consuming and financially burdensome for the Town and for the FAA which typically funds a significant portion of all environmental permitting.

Since the FAA remains obligated to enforce the ESA, withdrawal of the Mammoth Yosemite Airport from the Bi-State Distinct Population Segment of Greater Sage Grouse critical habitat designation does not threaten the species population. Withdrawal provides management options and eliminates the potential for perpetual consultation between the FAA and FWS.

Therefore, the Town of Mammoth Lakes requests that Mammoth Yosemite Airport, a 263-acre area as shown on Exhibit B, be withdrawn from the Bi-State Distinct Population Segment of Greater Sage Grouse because it presents an economic and management hardship on the Town and because the species will remain protected under ESA as administered by the FAA and the FWS.

The Town and the FAA will continue to cooperate with the FWS to protect the Greater Sage Grouse in such a way that it meets the requirements of the ESA and provides for the continued safe operations of the Mammoth Yosemite Airport.

Respectfully,



Sierra Waugh
Deputy Airport Manager

Bill Sauser
Mayor

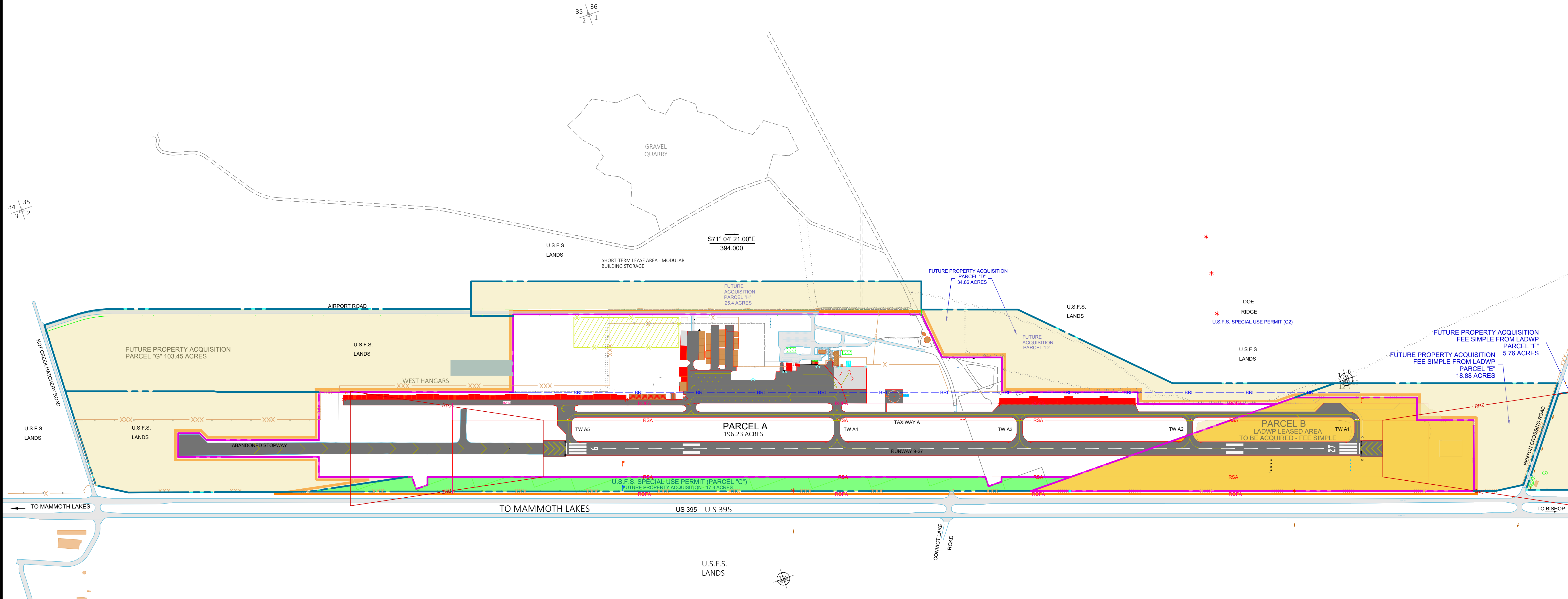
CC

Congressman Kevin Kiley
Mono County
Justin Barrett, FWS
Marissa Reed, FWS



- NOTES:
1. EXISTING SCE AND VERIZON POWER AND TELEPHONE DUCT CROSS AIRPORT PROPERTY (NORTH TO SOUTH) NO EASEMENT INFORMATION AVAILABLE.
 2. EXISTING VERIZON SWITCHING GEAR LOCATED IN EXISTING ELECTRICAL VAULT. LEASE INFORMATION PENDING.
 3. LAND OBSTRUCTION TOWERS LOCATED ON DOE RIDGE BY USFS SPECIAL PERMIT.
 4. AIRPORT ACCESS ROAD EASEMENT CURRENTLY HELD BY MONO COUNTY FROM USFS. FUTURE PROPERTY ACQUISITION TO BE DETERMINED.

- LEGEND
- EXISTING AIRPORT PROPERTY - PARCEL A - 196.23 acres
 - EXISTING LADWP LEASED AREA - PARCEL B - 49.63 acres
 - EXISTING HOT CREEK AVIATION LEASE AREA
 - EXISTING SPECIAL USE PERMIT C FROM USFS - PARCEL C - 17.3 acres
 - FUTURE PROPERTY ACQUISITION
 - PROPOSED HABITAT EXCLUSION
 - EXISTING PROPERTY LINE
 - FUTURE PROPERTY LINE
 - BUILDING RESTRICTION LINE
 - ROFA - EXISTING RUNWAY OBJECT FREE AREA
 - RSA - EXISTING RUNWAY SAFETY AREA

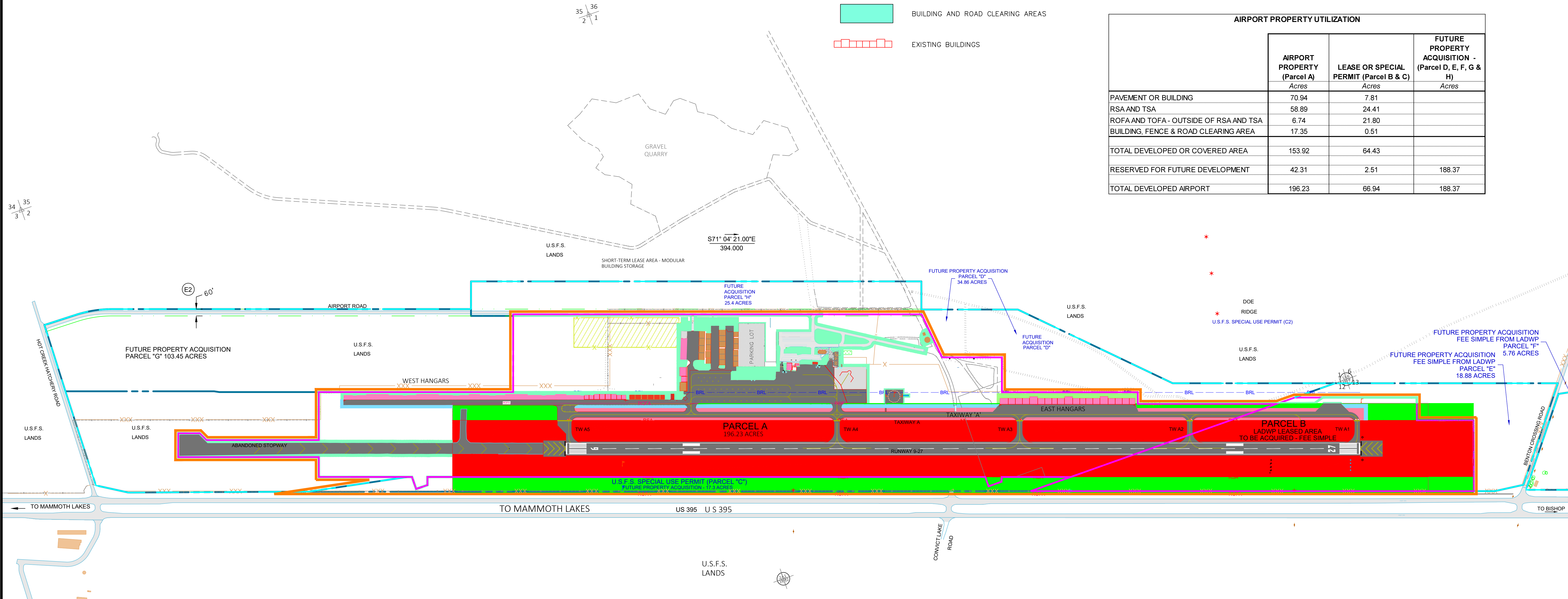



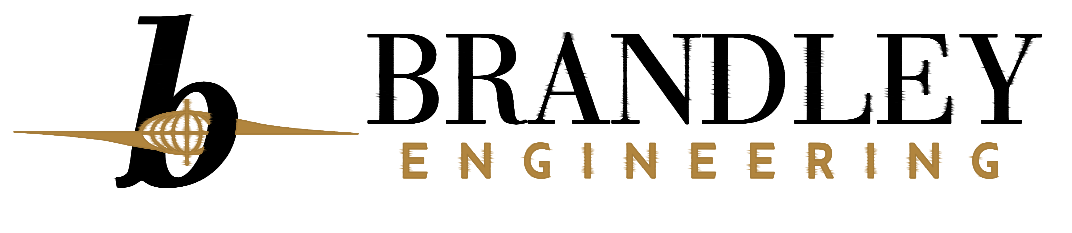
	<p>6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725</p>	TOWN OF MAMMOTH LAKES 2020 AIRPORT LAYOUT PLAN UPDATE		NO.	REVISIONS	BY	APR	DATE	DATE	6/24/2024		
		MAMMOTH YOSEMITE AIRPORT								SCALE	1"=400'	
		MAMMOTH LAKES, CALIFORNIA									DRAWN	TS
AIRPORT PROPERTY INTERESTS									FILE	SageGrouse Exhibit A 2024		
									SHEET No.	Exhibit A		



- LEGEND**
- PROPOSED HABITAT EXCLUSION AREA
 - EXISTING PROPERTY LINE
 - FUTURE PROPERTY LINE
 - EXISTING PAVEMENT
 - RUNWAY SAFETY AREA
 - RUNWAY OBJECT FREE AREA
 - TAXIWAY SAFETY AREA
 - TAXIWAY OBJECT FREE AREA
 - BUILDING AND ROAD CLEARING AREAS
 - EXISTING BUILDINGS

AIRPORT PROPERTY UTILIZATION			
	AIRPORT PROPERTY (Parcel A) Acres	LEASE OR SPECIAL PERMIT (Parcel B & C) Acres	FUTURE PROPERTY ACQUISITION - (Parcel D, E, F, G & H) Acres
PAVEMENT OR BUILDING	70.94	7.81	
RSA AND TSA	58.89	24.41	
ROFA AND TOFA - OUTSIDE OF RSA AND TSA	6.74	21.80	
BUILDING, FENCE & ROAD CLEARING AREA	17.35	0.51	
TOTAL DEVELOPED OR COVERED AREA	153.92	64.43	
RESERVED FOR FUTURE DEVELOPMENT	42.31	2.51	188.37
TOTAL DEVELOPED AIRPORT	196.23	66.94	188.37



	 6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725	TOWN OF MAMMOTH LAKES 2020 AIRPORT LAYOUT PLAN UPDATE		NO.	REVISIONS	BY	APR	DATE	DATE	
		MAMMOTH YOSEMITE AIRPORT MAMMOTH LAKES, CALIFORNIA								6/24/2024
		AIRPORT PROPERTY - USAGE								
									DRAWN TS CHECKED MB FILE SageGrouse Exhibit B 2024 SHEET No. Exhibit B	



Town of Mammoth Lakes

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July 3, 2024

FWS-R8-ES-2023-0052

U.S. Fish and Wildlife Service

MS: PRB/3W

5275 Leesburg Pike

Falls Church, VA 22041-3803

Subject: Mammoth Yosemite Airport (MMH)
Proposed U.S. Fish and Wildlife Service Critical Habitat Designation for the Bi-State Distinct Population Segment of Greater Sage-Grouse

Request Summary

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The Town has prepared numerous environmental assessments and biological surveys on and near the Airport. Those surveys and assessments acknowledge that the Airport is located within potential Greater Sage Grouse habitat but have never identified any grouse leks or resident individuals.

Mammoth Yosemite Airport is a "Federally Obligated" airport. Federally Obligated airports are public airports that have accepted Federal assistance, either in the form of grants or property conveyances. The U.S. Department of Transportation, Federal Aviation Administration is responsible for regulating civil aviation to promote safety and serves as the lead Federal agency for National Environmental Policy Act (NEPA) and for enforcing special purpose laws, such as the Endangered Species Act. The FAA reviews and approves airport plans, specifically the Airport Layout Plan (ALP) prior to consideration or approval of Airport Improvement Program (AIP) funding. Non-compliance with NEPA, the airport's ALP, and federal directives, regulations, and laws would render a proposed project ineligible for AIP funding.

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If the Mammoth Yosemite Airport is included in the Bi-State District Population Segment of Greater Sage Grouse critical habitat as currently proposed, the FAA, as the lead federal environmental agency, will be required to consult with the U.S. Fish and Wildlife Service (FWS) for all Airport surface disturbances within designated critical habitat. Generally, as with other airports that have been designated critical habitat for other species, this means that all activities, including routine maintenance and minor construction, such as replacing a buried electrical cable, are subject to consultation between the FAA and FWS, preparation of a Biological Assessment (BA), preparation of a Biological Opinion (BO) and preparation of a NEPA compliance document.

Furthermore, because of the way the FAA funds airport projects (federal actions), it is not always possible to foresee all future projects which should be included in the BA/BO process. Additionally,

the FAA defines near-term projects as 3 to 5 years and long-term projects as having horizons greater than 5 years; but will only approve funding for near-term projects. Therefore, any long-term projects would require additional consultation between federal agencies per ESA Section 7. The consultation process is time consuming and financially burdensome for the Town and for the FAA which typically funds a significant portion of all environmental permitting.

Since the FAA remains obligated to enforce the ESA, withdrawal of the Mammoth Yosemite Airport from the Bi-State Distinct Population Segment of Greater Sage Grouse critical habitat designation does not threaten the species population. Withdrawal provides management options and eliminates the potential for perpetual consultation between the FAA and FWS.

Therefore, the Town of Mammoth Lakes requests that Mammoth Yosemite Airport, a 263-acre area as shown on Exhibit B, be withdrawn from the Bi-State Distinct Population Segment of Greater Sage Grouse because it presents an economic and management hardship on the Town and because the species will remain protected under ESA as administered by the FAA and the FWS.

The Town and the FAA will continue to cooperate with the FWS to protect the Greater Sage Grouse in such a way that it meets the requirements of the ESA and provides for the continued safe operations of the Mammoth Yosemite Airport.

Respectfully,



Sierra Waugh
Deputy Airport Manager

Bill Sauser
Mayor

CC


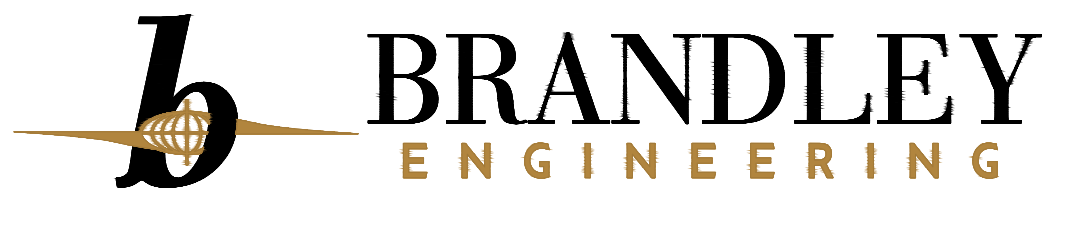
Congressman Kevin Kiley
Mono County
Justin Barrett, FWS
Marissa Reed, FWS



- LEGEND**
- PROPOSED HABITAT EXCLUSION AREA
 - EXISTING PROPERTY LINE
 - FUTURE PROPERTY LINE
 - EXISTING PAVEMENT
 - RUNWAY SAFETY AREA
 - RUNWAY OBJECT FREE AREA
 - TAXIWAY SAFETY AREA
 - TAXIWAY OBJECT FREE AREA
 - BUILDING AND ROAD CLEARING AREAS
 - EXISTING BUILDINGS

AIRPORT PROPERTY UTILIZATION			
	AIRPORT PROPERTY (Parcel A)	LEASE OR SPECIAL PERMIT (Parcel B & C)	FUTURE PROPERTY ACQUISITION - (Parcel D, E, F, G & H)
	Acre	Acre	Acre
PAVEMENT OR BUILDING	70.94	7.81	
RSA AND TSA	58.89	24.41	
ROFA AND TOFA - OUTSIDE OF RSA AND TSA	6.74	21.80	
BUILDING, FENCE & ROAD CLEARING AREA	17.35	0.51	
TOTAL DEVELOPED OR COVERED AREA	153.92	64.43	
RESERVED FOR FUTURE DEVELOPMENT	42.31	2.51	188.37
TOTAL DEVELOPED AIRPORT	196.23	66.94	188.37



	 6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725	TOWN OF MAMMOTH LAKES 2020 AIRPORT LAYOUT PLAN UPDATE		NO.	REVISIONS	BY	APR	DATE	DATE	
		MAMMOTH YOSEMITE AIRPORT MAMMOTH LAKES, CALIFORNIA								6/24/2024
		AIRPORT PROPERTY - USAGE								1"=400'
									FILE SageGrouse Exhibit B 2024 SHEET No. Exhibit B	

Mammoth Lakes Town Council Agenda Action Sheet

Title: Re-appoint Ben Wisner, Scott Reif, and Greg Newbry to the Parks and Recreation Commission.

Council Meeting Date: July 3, 2024

Prepared by: Jamie Gray, Town Clerk

Recommended Motion: Re-appoint Ben Wisner, Scott Reif, and Greg Newbry to the Parks and Recreation Commission with terms expiring on July 31, 2028.

Summary: Three terms of office are set to expire on the Parks and Recreation Commission on July 31, 2024. The expiring seats are held by Greg Newbry, Scott Reif, and Ben Wisner. All of the incumbents reapplied and were the only applications received for the vacancies.

The vacancies were noticed and published in the local newspaper and posted.

The applications are attached.



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

APPLICATION FOR PUBLIC SERVICE APPOINTMENT

INSTRUCTIONS:

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

Return your completed application to: Town Clerk
 Town of Mammoth Lakes
 Post Office Box 1609
 Mammoth Lakes, CA 93546

APPLICANT INFORMATION

NAME OF COMMISSION/COMMITTEE/BOARD			DATE
Parks and Recreation Commission			5/30/24
NAME FIRST	LAST	EMAIL ADDRESS	
Benjamin	Wisner	bwisner@mammothresorts.com	
RESIDENCE ADDRESS			HOME PHONE
184 Waterford Ave			
MAILING ADDRESS			CELL PHONE
PO Box 9371			7609143125
CITY	STATE	ZIP	HOW LONG HAVE YOU LIVED IN MAMMOTH LAKES?
Mammoth Lakes	CA	93546	
BUSINESS ADDRESS			BUSINESS POSITION
CITY			BUSINESS PHONE
STATE			
ZIP			

CIVIC EXPERIENCE

LIST CURRENT AND/OR PRIOR CIVIC EXPERIENCE (Include professional, charitable, and community organizations.)			
NAME OF ORGANIZATION	DATES SERVED		OFFICE HELD (if any)
	START	END	
US Ski & Snowboard, Snowboard Committe	2017	Present	
Parks and Recreation Commission Mammoth	2022	Present	

REFERENCES

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

NAME Stu Brown 7607092481

PHONE

Silver Chesak 7609141977

OTHER RELEVANT EXPERIENCE/EXPERTISE

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

By serving on the commission I have gained a lot of knowledge and experience. I feel that I understand the role a lot more and would like a chance to continue to serve the commission and the town.

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

Yes, I have been on the commission for one term

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

No

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

Working to update the towns master plan for parks and rec. Bringing new opportunities for collaboration with residents and businesses in town to increase recreation facilities.

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

None

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

Master planning and the building of an indoor facility to bring summer recreation indoors.

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

Collaborating with residents, town council, park and rec department.

WOULD YOU BE AVAILABLE FOR MEETINGS IN THE:

_____ DAYTIME _____ EVENING Yes _____ BOTH

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

Benjamin Wisner

SIGNATURE

5/30/24

DATE



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

APPLICATION FOR PUBLIC SERVICE APPOINTMENT

INSTRUCTIONS:

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

Return your completed application to: Town Clerk
 Town of Mammoth Lakes
 Post Office Box 1609
 Mammoth Lakes, CA 93546

APPLICANT INFORMATION

NAME OF COMMISSION/COMMITTEE/BOARD PARKS AND RECREATION COMMISSION			DATE JUNE 4, 2004
NAME FIRST SCOTT	NAME LAST REIF	EMAIL ADDRESS rdog13@gmail.com	
RESIDENCE ADDRESS 540 OAKTREE WAY, UNIT 3			HOME PHONE N/A
MAILING ADDRESS PO BOX 7968			CELL PHONE 920 946-4474
CITY MAMMOTH LAKES, CA	STATE CA	ZIP 93546	HOW LONG HAVE YOU LIVED IN MAMMOTH LAKES? 4.7 YEARS
BUSINESS ADDRESS N/A			BUSINESS POSITION RETIRED
CITY N/A	STATE N/A	ZIP N/A	BUSINESS PHONE N/A

CIVIC EXPERIENCE

LIST CURRENT AND/OR PRIOR CIVIC EXPERIENCE (Include professional, charitable, and community organizations.)			
NAME OF ORGANIZATION	DATES SERVED		OFFICE HELD (if any)
	START	END	
PARKS AND RECREATION COMMISSION	7/6/22	7/31/24	

REFERENCES

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

NAME	PHONE
DAVID SCHACHT	(760) 914-0426
KARIN FULLER	(619) 961-5756

OTHER RELEVANT EXPERIENCE/EXPERTISE

THROUGHOUT MY PROFESSIONAL CAREER AS A PRACTICING ATTORNEY IN WISCONSIN (39 YEARS) I WAS ACTIVELY INVOLVED IN THE REC/SPORTS PROGRAMS IN OUR COMMUNITY, INCLUDING 12 YEARS ON THE SCHOOL BOARD OF EDUCATION

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

ASSIST IN PROVIDING P&R SERVICES TO THE COMMUNITY. ASSESS COMMUNITY NEEDS & BE PROACTIVE IN ADVOCATING FOR SAME. LISTEN TO THE NEEDS OF THE COMMUNITY WITH RESPECT TO P&R.

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

I AM A CURRENT MEMBER OF THIS COMMISSION AND HAVE ATTENDED ALL MEETINGS OVER THE PAST 2 YEARS

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

No

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

I HAVE FOUND THAT THERE ARE NO ACTIVITIES/AREAS THAT I AM NOT INTERESTED IN.

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

NONE

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

STAFF DOES AN INCREDIBLE JOB OF SUPPLYING THE COMMISSION WITH ALL OF THE INFORMATION WE REQUIRE TO PERFORM OUR STATED DUTIES. I LOOK FORWARD THE PROPOSED (REVISION) AMENDMENT (OR NEW) P&R MASTER PLAN/TRAILSYS MASTER PLANS

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

ALWAYS OPEN TO SUGGESTIONS RE IMPROVEMENT/IMPLEMENTATION OF ALL PROGRAMS/PROJECTS. A CONTINUED FOCUS ON COLLABORATION/COORDINATION WITH ALL ENTITIES/STAKEHOLDERS INVOLVED IN THE DECISION MAKING PROCESS IS ESSENTIAL. IN MY VIEW THERE IS NO ROOM FOR OR NEED FOR "TURF PROTECTION" WHICH IS ALWAYS COUNTER PRODUCTIVE.

WOULD YOU BE AVAILABLE FOR MEETINGS IN THE:

_____ DAYTIME _____ EVENING BOTH

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


SIGNATURE

6/4/24
DATE



Town of Mammoth Lakes

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

APPLICATION FOR PUBLIC SERVICE APPOINTMENT

INSTRUCTIONS:

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

Return your completed application to: **Town Clerk**
 Town of Mammoth Lakes
 Post Office Box 1609
 Mammoth Lakes, CA 93546

APPLICANT INFORMATION

NAME OF COMMISSION/COMMITTEE/BOARD			DATE
Parks and Recreation Commission			6/21/24
NAME FIRST	LAST	EMAIL ADDRESS	
Greg	Newbry	gregnewbry@gmail.com	
RESIDENCE ADDRESS			HOME PHONE
1149 Red Peak Dr			NA
MAILING ADDRESS			CELL PHONE
P. O. Box 8105			760 937-5391
CITY	STATE	ZIP	HOW LONG HAVE YOU LIVED IN MAMMOTH LAKES?
Mammoth Lakes	CA	93546 (50 years>)	50 yrs
BUSINESS ADDRESS			BUSINESS POSITION
NA			NA
CITY	STATE	ZIP	BUSINESS PHONE

CIVIC EXPERIENCE

LIST CURRENT AND/OR PRIOR CIVIC EXPERIENCE (Include professional, charitable, and community organizations.)			
NAME OF ORGANIZATION	DATES SERVED		OFFICE HELD (if any)
	START	END	
Parks and Rec Commission			Current member
Town Council Member	84	87	Town Council
Mammoth Water District	92	96	Board Member
Mammoth Unified School District	96	04	Board Member

REFERENCES

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

NAME

PHONE

Lynda Salcido - 760 221-4321; Carolyn Balliet -1 (760) 914-0245

OTHER RELEVANT EXPERIENCE/EXPERTISE

VES member, Parade organizer (77 to 88), Lions club, Chamber, Sierra Club, Trails Volunteer, Many parade entries, Wilderness committee and organizer (John Muir), Planner for Mammoth and Mono as well as IT for both. Retired.

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

Policy recommendations to the Council regarding parks and rec. Ears and eyes from the community. Recieve and give input from locals, neighbors, businesses and our visitors regarding Parks and Rec. Volunteer when needed.

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

I've been on the Board for several years. Attended many over the years as well.

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

No conflicts.

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

Whatever is most needed and wherever I can be of the most help to the Commission, Council and community. Mammoth is awesome and the things the Town offers and achieves is truly amazing.

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

None. All good.

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

Continued analysis of the CRC to listen; watch and help guide it success for locals and visitors alike. We are one. Trials, to help when needed, always. Events, more the better - make fun! Art and music of course. Educate regarding environmental values and carring for all equally and with joy.

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

Geez, I'm not really sure. I know the Parks and Rec Staff are hard working and really get lot accomplished; an amazing amount and they continue take on more and do more. Budget, when you look actual budget amounts Town wide; I believe Parks and Rec achieve an incredible amount with a really small amount tax revenue. I would like to see more staff and budget to continue to expand the education, joy and value of not only who we are as embracing brothers and sisters, but who we are as givers and creators of to the benifit of locals and visitor equally alike. After all; our corn is fun, events and joy; it is our visitors who make it possible for all of us to live here. We need the bike pump track now and retain tennis courts.

In a perfect world, I'd make the cost of enjoring our facilities free to everyone, visitors and locals alike. More trails, always more trails are good. In a perfect world, we make it easy to get togehter and experience nature and amenities treating everyone as an equal. But wait, wait, there's more.... I woujld love to see an in-town Swimming arena, track building open year around, perhaps in conjunction with MUSD

WOULD YOU BE AVAILABLE FOR MEETINGS IN THE:

_____ DAYTIME _____ EVENING Yes BOTH

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

SIGNATURE 

6-20-24
DATE

Mammoth Lakes Town Council Agenda Action Sheet

Title: Authorize the Town Manager to execute an agreement with American Sports Construction, Inc. for synthetic turf repair at the Whitmore Track and Sports Field and the installation of a Synthetic Turf Area at Mammoth Creek Park in the amount of \$41,970.

Council Meeting Date: 7/3/2024

Prepared by: Stuart Brown, Parks and Recreation Director

Recommended Motion: Authorize the Town Manager to execute an agreement with American Sports Construction, Inc. for synthetic turf repair at the Whitmore Track and Sports Field and the installation of a Synthetic Turf Area at Mammoth Creek Park in the amount of \$41,970 subject to review by the Town Attorney.

Summary: This Agreement incorporates the renovation of the synthetic turf at the Whitmore Track and Sports Field located at 575 Benton Crossing Road and the installation of a synthetic turf area at Mammoth Creek Park, located at 686 Old Mammoth Road. Since opening in 2012, no major rehabilitation work has been conducted on the synthetic turf. The typical life span of the turf field is 8-10 years, so while we have been able to extend this time period by a few years, this scope of work will ensure this facility is well maintained, safe and accessible for all users in the coming years.

The contractor's scope of work includes the assessment of the Whitmore synthetic turf field and will repair inlays up to 200 linear feet, including the installation of approximately 1,760 square feet of MaxPlay synthetic turf at Mammoth Creek Park adjacent to the playground and CRC deck.

Funding for this agreement was allocated by Town Council on May 15, 2024, as part of the FY 2023/24 Third-Quarter budget amendment in the amount of \$100,000. Additional funding was allocated by Town Council for the renovation of Mammoth Creek Park.

The Agreement is made through the California Multiple Award Schedule (CMAS) under the Cooperative Purchasing Contract No. 4-23-05-1037 account. This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, installation, maintenance, repair, removal, and disposal of playground and outdoor fitness equipment, site accessories, surfacing, and related products and services. The Department of General Services (DGS) Procurement Division (PD) provides innovative purchasing methods to meet the needs of any California governmental entity (state, city, county, district, or other local governmental body or corporation including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges) empowered to expend public funds to utilize designated State contracts, per Public Contract Code Section 10298, et. seq. This law allows entities described above to leverage the State's buying power and purchase directly from suppliers through existing contracts and agreements, without further competitive bidding. The work described in the attached Agreement is planned to be completed this summer.



**Town of Mammoth Lakes
Parks and Recreation Department
P.O. Box 1609, Mammoth Lakes, CA 93546
Phone: (760) 965-3690
Fax: (760) 934-7493
www.TownofMammothLakes.ca.gov**

July 3, 2024

American Sports Construction, Inc.
Attn: Joshua Sarratt
President
1318 Dupont Circuit
Manteca, CA 95366
Ph: (209) 914-9131
Email: jsarratt@ascturf.com

California Multiple Award Schedule (CMAS) Number: 4-23-05-1037
California Contractor's License # 1052370
DIR #1000847968

RE: LETTER AGREEMENT WITH THE TOWN OF MAMMOTH LAKES AND AMERICAN SPORTS CONSTRUCTION, INC. FOR SYNTHETIC TURF REPAIR AT THE WHITMORE TRACK AND SPORTS FIELD AND THE INSTALLATION OF A SYNTHETIC TURF AREA AT MAMMOTH CREEK PARK.

Dear Joshua,

PARTIES: This letter shall be our agreement (“Letter Agreement”) regarding (A) Synthetic Turf Repair and, (B) the installation of a Synthetic Turf Area (the “Services”) to be performed by American Sports Construction, Inc. (“Contractor”) at the Whitmore Track and Sports Field, located at 575 Benton Crossing Road and at Mammoth Creek Park located at 686 Old Mammoth Road, Mammoth Lakes, CA 93546. Contractor is retained as an independent contractor and is not an employee of the Town.

SERVICES; SCHEDULE OF PERFORMANCE: The Services to be provided consist of the following and are provided for in more detail in Exhibit “A” and Exhibit “B”.

- A. Whitmore Track and Field Project
 - a. Assess field and fix inlays (up to 200 linear feet of inlay repair)

- B. Mammoth Creek Park Synthetic Turf Area
 - a. Supply and install approximately 1,760 square feet of MaxPlay synthetic turf
 - b. Supply and install approximately 3 pounds per square feet of silica sand infill
 - c. Roll out turf, set, and seam panels per specifications
 - d. Cut turf and secure perimeter to specifications
 - e. Clean area and complete final inspection

Services shall be completed no later than August 31, 2024, provided that this date may be amended through mutual written agreement of Town and Contractor (which may be declined in the respective sole discretion of Town and Contractor), which shall not require a formal amendment of this Agreement.

STANDARD OF CARE: Contractor shall perform all Services under this Letter Agreement in a skillful and competent manner consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees, and its subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

COMPENSATION: Contractor shall receive the fixed sum of **FORTY-ONE THOUSAND AND NINE HUNDRED AND SEVENTY DOLLARS** (\$41,970) for its work under this Agreement, which sum includes without limitation all material, personnel, and travel costs (accommodation, per diem, etc.). If Contractor does extra work which is in addition to the project scope of work as identified in Exhibit "A" and that is agreed upon in writing by both parties, Town shall compensate Contractor on a time and materials basis or lump sum for such extra work. Such compensation shall be either for a lump sum agreed upon by Town and Contractor prior to the commencement of the extra work, or in accordance with a rate schedule agreed upon by Town and Contractor prior to the commencement of the extra work. Town shall pay Contractor in accordance with the payment schedule attached hereto as Exhibit "A" and Exhibit "B" incorporated herein by reference. Contractor shall submit invoices upon shipping and for work upon completion of its Services. Town shall pay such invoices within 30 days of their receipt. Exhibit "C" outlines the compensation schedule.

PREVAILING WAGES: Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to provide services hereunder available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold Town, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor shall comply, and shall require each subcontractor employed by Contractor to provide services pursuant to this Agreement to comply, with the requirements of Labor Code Section 1776, including without limitation the requirement to maintain certified payroll records. Contractor shall submit certified payroll records directly to the California Labor Commissioner. At all times during the course of Contractor's work, Contractor shall remain registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5, and Contractor shall ensure that all subcontractors employed by Contractor also remain so registered. Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5. However, an unregistered contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided that the contractor is registered to perform public

work at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

INSURANCE: Contractor shall provide proof of commercial general liability and automobile insurance to Town in amounts and with policies, endorsements, and conditions required by Town for the Services. If Contractor is an employer or otherwise hires one or more employees to provide Services, Contractor shall also provide proof of workers' compensation coverage for such employees which meets all requirements of state law. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), providing coverage on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury; (2) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed to provide a Waiver of Subrogation stating that the insurer waives all rights of subrogation against the indemnified parties. Notwithstanding the foregoing, if Contractor maintains higher limits than the specified minimum limits, Town requires and shall be entitled to coverage for the higher limits maintained by Consultant. The General Liability and Automobile Liability policies shall include or be endorsed (amended) to state that: (1) Town, its officials, officers, employees, and agents shall be covered as additional insured with respect to the Services 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 Town, its directors, officials, officers, employees, agents, and volunteers or, if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by Town, its officials, officers, employees, and agents shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way. With respect to the General Liability policy, the foregoing endorsements shall be made using standard ISO endorsement No. CG 2010 with an edition date of 2010 or later. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions are used). Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

TERMINATION: Town may terminate this Letter Agreement at any time with or without cause. If Town finds it necessary to terminate this Letter Agreement without cause prior to completion of installation of the Amenities, Contractor shall be entitled to be paid in full for those Amenities installed prior to the notification of termination. Contractor may terminate this Letter Agreement only upon 30 calendar days' written notice to Town only in the event of Town's failure to perform in accordance with the terms of this Letter Agreement through no fault of Contractor.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold 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, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of Contractor's Services or this Letter 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 Letter Agreement and shall not be restricted to insurance proceeds, if any, received by 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 of Contractor's obligations hereunder, including all Cal/OSHA requirements. By executing this Letter 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. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors, and consultants performing any work relating to this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Contractor's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause. 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 commencing performance of the Services. 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 Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Mono County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code §§ 900 et seq. prior to filing any lawsuit against Town. Such Government Code claims and any subsequent lawsuit based upon Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against Town. If either Party commences an action against the other party arising out of or in connection with this Letter Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorneys' fees, as determined by the court.

ASSIGNMENT; AMENDMENT: Contractor shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of Town, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in

writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement. Notwithstanding the foregoing, to the extent a conflict exists between the provisions of this Letter Agreement and the terms of any contract entered into by the State of California in connection with California Multiple Award Schedule (CMAS) Number: 4-23-05-1037 (with the exception of those pertaining to the products or quantities to be installed hereunder), the provisions of the CMAS contract shall control.

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 AMERICAN SPORTS CONSTRUCTION, INC.

Signature

Name

Title

Date

Exhibit 'A' – Scope of Work: Whitmore Track and Field, Synthetic Turf Repair



Statement of Work

Proposal #412024

LOCATION AND DESCRIPTION

Whitmore Track and Field | 575 Benton Crossing Rd, Mammoth Lakes, CA 93546.

SITE PREPARATION & INSTALLATION (Inclusions/Exclusions)

- Single mobilization to job site
- Assess field and fix inlays (up to 200 LF of inlay repair)
- Prevailing Wages
- Taxes

Exclusions:

- Base construction/regrade
- Supply and install nailer board and geotextile filter fabric
- Supply and install synthetic turf and infill
- Fencing
- Drainage
- Gopher Wire
- Perimeter concrete curbing
- Bathrooms
- Grooming equipment
- Permits and fees
- Bonds/bonding costs
- Maintenance package

Total: \$11,200.00

Quote is only valid for 30 Days

Exhibit 'B' – Scope of Work: Mammoth Creek Park, Synthetic Turf Area



Statement of Work

Proposal #6172024

LOCATION AND DESCRIPTION

Mammoth Creek Park | 437 Old Mammoth Rd, Mammoth Lakes, CA 93546 – This project includes the installation of MaxPlay synthetic turf and silica sand infill.

SITE PREPARATION & INSTALLATION (Inclusions/Exclusions)

- Mobilization to job site
- Stringline base for final approval
- Supply and install 1,760 sq ft of MaxPlay synthetic turf
- Supply and install 3 lbs per sq ft of silica sand infill
- Roll out turf, set, and seam panels per specifications
- Cut turf and secure perimeter to specifications
- Clean area and complete final inspection.
- Manufacturer's Warranty
- Prevailing Wages
- Taxes

Exclusions:

- Base construction/regrade
- Supply and install nailer board and geotextile fabric
- Fencing
- Drainage
- Gopher Wire
- Perimeter concrete curbing
- Bathrooms
- Grooming equipment
- Permits and fees
- Bonds/bonding costs
- Maintenance package and grooming equipment

Total: \$30,770.00

Quote is only valid for 30 Days

1318 Dupont Ct., Manteca, CA 95336 Phone: 209-923-4952

Exhibit 'C' - Payment Schedule

- A. Town shall pay a 50% deposit upon execution of this Agreement, with the balance of the Agreement paid upon completion of the work. Town shall pay the final invoice to the Contractor within 30 days of the receipt upon completion of Services.
- B. Contractor shall receive the fixed sum of **FORTY-ONE THOUSAND AND NINE HUNDRED AND SEVENTY DOLLARS** (\$41,970) for its work under this Agreement, which sum includes without limitation all material, personnel, and travel costs.
- C. If Contractor does extra work which is in addition to the project scope of work as identified in Exhibit "A" and Exhibit "B" and that is agreed upon in writing by both parties, Town shall compensate Contractor on a time and materials basis or lump sum for such extra work. Such compensation shall be either for a lump sum agreed upon by Town and Contractor prior to the commencement of the extra work, or in accordance with a rate schedule agreed upon by Town and Contractor prior to the commencement of the extra work.

DRAFT

TOWN COUNCIL STAFF REPORT

Title: Award Construction Contract for the Town of Mammoth Lakes New Civic Center.

Meeting Date: July 3, 2024

Prepared by: Haislip Hayes, PE Public Works Director
Amy Callanan, PE Engineering Manager
Rob Patterson, Town Manager

RECOMMENDATION:

Staff recommends Town Council:

- Approve the Plans and Specifications.
- Award the base bid contract to the lowest responsive bidder, AMG and Associates, Inc. in the amount of \$26,979,000.00.
- 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.

BACKGROUND:

In June of 2022 the Town Council awarded a design contract to HMC Architects for the Town of Mammoth Lakes New Civic Center (Town Hall). Subsequently the design team has worked with Staff to develop the plans and specifications. In February of 2024 Town Manager Dan Holler proposed a financing plan for completion of the new Town Hall. Since then, staff have worked in parallel tracks to complete the project plans and advance the financing package. Town Staff and its consultants have provided updates over the last few months to address specific aspects of the project. These updates included a design update at the joint Town Council and Board of Supervisors meeting and a bond financing update from our consultant just a few weeks ago. Staff planned to have a firm construction number in advance of the bond sale to have certainty in the viability of the project. This required scheduling the bid opening with enough time for leadership to make any changes or difficult decisions. Staff presented the final construction costs and financing plan at the June 19th Town Council meeting.

ANALYSIS:

Staff solicited bids for the construction of the project beginning April 30, 2024. Bids were publicly opened on May 30, 2024, at 2:00 PM. Three (3) bids were received with pricing as follows:

AMG & Associates, Inc.	Base Bid:	\$26,979,000
Bobo Construction, Inc.	Base Bid:	\$27,514,231
Broward Builders, Inc.	Base Bid:	\$30,041,000

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

FINANCIAL CONSIDERATIONS:

The construction phase of the project reported last meeting is projected to be about \$29.5M broken down as follows.

Construction Contract	\$26,979,000
Construction Contingency	\$2,000,000
Materials Testing	\$200,000
Architecture and Engineering Support	\$300,000
Building and Other Fees	\$65,000

It was reported to Council at the June 19th meeting that the current financing plan does not include some soft costs for interior improvements such as furniture for the council chamber and the modular office furniture. These costs are generally understood, and funds will be set aside from one-time revenues while construction occurs. It should be mentioned that these costs could be covered with existing capital reserves and completion of the project as envisioned is not dependent on future one-time revenues.

The \$29.5M construction costs will be funded by \$27M in bond proceeds and \$2.5M in cash from the resources identified below:

Additional Cash	
Bond Payment Reserve - 3rd Qtr 5/15/24	\$ 1,000,000
Future Capital-Excess MLLA	\$ 469,451
Future Capital- 2nd Qtr FY23/24	\$ 1,300,000
Future Capital- 2nd Qtr FY22/23	\$ 213,900
Future Capital- 3rd Qtr 5/4/22	\$ 29,341
Town Facility Damage	\$ 1,627,250
DIF General Facilities	\$ 324,000
Total	\$ 4,963,942

TOWN COUNCIL STAFF REPORT

Title: Authorize the Town Manager to execute a contract with Pivot Interiors, Inc. for an amount not to exceed \$400,000 for the completion of the Community Recreation Center (CRC) offices and locker/meeting room spaces.

Meeting Date: July 3, 2024

Prepared by: Haislip Hayes, PE Public Works Director
Stuart Brown, Park and Recreation Director

RECOMMENDATION:

Staff recommends Town Council authorize the Town Manager to execute a contract with Pivot Interiors, Inc. for an amount not to exceed \$400,000 for the completion of the Community Recreation Center (CRC) offices and locker/meeting room spaces.

BACKGROUND:

The Town of Mammoth Lakes worked for several years to deliver a year-round Community Recreation Center at Mammoth Creek Park West for the residents and visitors of Mammoth Lakes. The type of facility changed a few times during development; however, the goals, objectives, and vision for the Community Recreation Center at Mammoth Creek Park remained the same. In its first winter season of operation (2023/24), the facility exceeded all expectations and provided an incredible recreation amenity to the community. The final design and direction of the CRC resulted in a fabric tensile structure enclosing an Olympic size ice rink that operates from October to April, and in the summer, durable sport court tiles cover the rink area creating the 20,000 sq. foot Mammoth RecZone. Combined with community driven and professionally branded programming, the year-round community recreation center is a recreation destination that the entire community and our many visitors to Mammoth Lakes enjoy. During development the Town Council approved budget drove much of the design decisions and in order to deliver the project, many concessions needed to be made. These concessions included value engineering out a number of operational interior elements of the project that now need to be constructed within the facility.

ANALYSIS:

In response to the desire to fully build out the project, Town Council set aside funding to complete additional phases of the Community Recreation Center and Mammoth Creek Park. \$1.05M was set aside to complete Phase II improvements with \$500,000 allocated to complete exterior park improvements. Staff is working with HMC Architects on a plan to provide for the Phase II interior elements. Phase II includes nearly 10,000SF of durable rubber flooring, staff offices, an additional locker/meeting room, mechanical enclosure roofing, exterior signage, and bleachers on top of the existing locker rooms. In order to

provide these vastly different improvements in a cost-effective manner, staff separated the work into separate work programs. The Town Council approved a contract for the flooring at the 6/19/24 Council meeting. This work is anticipated to start in late July. A bid will be published for the roofing, bleachers, and signage in the upcoming weeks. Similar to the Town Hall project, staff determined that a modular system would be most appropriate for the staff offices in the CRC. Staff engaged Pivot Interiors, Inc. through HMC Architects to evaluate the potential for a modular office and locker room solution. It was determined that this solution would provide the flexibility to make changes in the future and provide the look and durability needed in the facility. Staff recommends contracting with Pivot Interiors, Inc., as it provides the opportunity for the Town to evaluate the process, materials and functionality in a smaller scale before a much larger installation at the Town Hall. The final scope of the system includes three staff offices, one of which will host a public counter for recreation programming and a locker room that will provide additional capacity for co-ed sports, meetings, and other uses. If approved, installation would be programmed to be completed after the flooring is installed but before this winter season. The value of this contract shall not exceed \$400,000.

FINANCIAL CONSIDERATIONS:

The Town Council set aside a total of \$1.05M to support the development and construction of the Phase II improvements. \$350,000 in one time funding was set aside in fiscal years, 23/24, 22/23, and 20/21. Currently, the project is fully funded.

Mammoth Lakes Town Council Agenda Action Sheet

Title: Approve the resolution adopting a Records Retention Schedule and authorizing destruction of certain Town records.

Council Meeting Date: 7/3/24

Prepared by: Jamie Gray, Town Clerk

Recommended Motion: Approve the resolution adopting a Records Retention Schedule and authorizing destruction of certain Town records.

Summary:

The Town is upgrading its records management program, including its records retention policies. The adoption of this retention schedule will result in efficiency gains and cost savings.

The Town Clerk selected Gladwell Governmental Services, Inc., an expert in local government records, to upgrade its records management program. An upgrade in the existing program was necessary to reduce current and future records storage costs, eliminate duplication of effort, increase efficiency, and take advantage of current technology and changes in law.

The upgrade of the current records management systems is driven by many factors, including:

- Very limited space in Town facilities.
- Many departments are filing and storing copies of the same records.
- The Town produces and manages many permanent records.
- Escalating records storage expenses.
- Technology advancements.
- Changes in law.

The purpose of the program is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation, and disposal of all records managed by the Town. The retention periods are in compliance with all laws and are standard business practice for California cities.

The new retention schedules were written interactively with representatives from all departments participating in the project. They provide clear, specific records descriptions and retention periods, and apply current law and technology to the management of Town records.

The attached Resolution authorizes the routine destruction of records that have exceeded their adopted retention period, which is provided in Section 2 of the resolution. This will reduce costs and improve efficiency for the Town. It is standard business practice for California cities to authorize updates to the schedule without further action of the Town Council, which is provided in Section 3.

RESOLUTION NO. XXXX

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
MAMMOTH LAKES, STATE OF CALIFORNIA, ADOPTING A RECORDS RETENTION
SCHEDULE AND AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS**

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the Town of Mammoth Lakes; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any Town record which has served its purpose and is no longer required may be destroyed; and

WHEREAS, the Town of Mammoth Lakes previously adopted Resolution No. 16-03, approving Records Retention Schedules.

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

Section 1. Resolution No. 16-03 is hereby repealed.

Section 2. The records of the Town of Mammoth Lakes, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule.

Section 3: Updates are hereby authorized to be made to the Records Retention Schedule, without any further action by the Town Council, with the consent of the Department Head, Town Clerk, Town Attorney, and Town Manager.

Section 4. The term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

Section 5. The Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 6. This resolution shall become effective immediately upon its passage and adoption.

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PASSED AND ADOPTED by the Town Council of the Town of Mammoth Lakes on this 3rd day of 2024.

BILL SAUSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

APPROVED AS TO FORM:

ANDREW MORRIS, Town Attorney

HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule; please read this for an explanation of every column.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and electronic format (a computer file on a hard drive), **all electronic and paper records should be destroyed (or deleted / erased) after the specified period of time has elapsed** and authorization to destroy has been obtained.

Copies or duplicates of records should never be retained longer than the prescribed period for the official (original) record, and drafts and copies should be destroyed as soon as they are no longer required.

The term "records" shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers as defined by the California Public Records Act.

STRUCTURE: TOWN-WIDE, DEPARTMENTS & DIVISIONS

The Town-wide retention schedule includes those records all departments have in common (letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record, and therefore responsible for maintaining the official (original) record for the prescribed length of time.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. Where appropriate, the department retention schedules are organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the Town-wide retention schedule. An index will be provided for your reference.

BENEFITS

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the Town with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free filing cabinet and office space
- Reduce the cost of records storage
- Eliminate duplication of effort within the Town
- Find records faster
- Easier purging of file folders
- Determine what media should be used to store records

For questions, please contact the Town Clerk.

AUTHORIZATION TO DESTROY RECORDS:

Destruction of an official (original) record that has exceeded its retention period must be authorized according to Town Policies & Procedures prior to destroying it.

- If there is a **minimum** retention ("**Minimum 2 years**"), destruction of the document must be authorized before it is destroyed, as it is an official (original) record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft / transitory record or a copy.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or resolution).**" Page 74 of 225

RECORDS RETENTION SCHEDULE LEGEND

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OFR (Office of Record): The department that keeps the Official (original or “record copy”) record for its retention period, then authorizes destruction. Usually it is the department that originates the record.

Records Description: The record series (a group of like records).

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Total Retention: The total number of years the record is retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

P = Permanent

Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Destroy Paper after Imaged & QC'd (quality checked) / Trustworthy Electronic Record: “Yes” means the **electronic** record may serve as the **OFFICIAL** record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format;) **IF (legal requirements)** the electronic record is also **placed on Unalterable Media, Immutable Cloud Media, Optical Disk (OD), DVD-R, CD-R, Blue-ray-R, or WORM, or microfilmed** which is **stored in a safe & separate location**. Employees are required to Quality Check (“QC’d”) both the images and the indexes, and ensure the electronic record **contains all significant details from the original and be an adequate substitute for the original document for all purposes**, and other legal mandates apply. Includes all electronic records which are to serve as the Official Record.

Legend for legal citations (§: Section)

B&P: Business & Professions Code (CA)
CBC: California Building Code
CC: Civil Code (CA)
CCP: Code of Civil Procedure (CA)
CCR: California Code of Regulations (CA)
CFC: California Fire Code
CFR: Code of Federal Regulations (US)
EC: Elections Code (CA)
EVC: Evidence Code (CA)
FA: Food & Agriculture Code
FC: Family Code (CA)
FTB: Franchise Tax Board (CA)
GC: Government Code (CA)
H&S: Health & Safety Code (CA)
HUD: Housing & Urban Develop. (US)
LC: Labor Code (CA)
Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)
PC: Penal Code (CA)
PRC: Public Resources Code
R&T: Revenue & Taxation Code (CA)
UFC: Uniform Fire Code
USC: United States Code (US)
VC: Vehicle Code (CA)
W&I: Welfare & Institutions Code (CA)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department".</i>				
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years)</i>				
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods.</i>				
TOWN-WIDE (Used by All Departments)				
Lead Dept.	TW-001	Accident / Incident Reports	2 years	GC §34090
Town Clerk	TW-002	Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	Copies - When No Longer Required	Town Clerk Retains All Originals; C §34090.7
Lead Dept.	TW-003	Agreements & Contracts: ADMINISTRATION (WITHOUT Grant Funding) (Project Administration, Certified Payrolls, Change Orders, Project Schedules, RFP - Request for Proposal or Successful Proposal, etc.) Send all Original Agreements / Contracts, and Insurance certificates to the Town Clerk	Completion + 5 years	Town preference; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090
Lead Dept.	TW-004	Agreements & Contracts: ADMINISTRATION (WITH Grant Funding) (Project Administration, Certified Payrolls, Change Orders, Project Schedules, RFP - Request for Proposal or Successful Proposal, etc.) Send all Original Agreements / Contracts, and Insurance certificates to the Town Clerk	Completion + 5 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(b), 29 CFR 97.42; OMB Circular A-133GC §34090
Lead Dept.	TW-005	Agreements & Contracts: UNSUCCESSFUL BIDS, PROPOSALS or RESPONSES to RFPs (Request for Proposals) and/or RFQs (Request for Qualifications) that don't result in a contract	2 years	Includes unopened bids; GC §34090
n/a	TW-006	Boards, Commissions, & Committees: External Organizations - Agendas, Minutes, Resolutions, or other documents (e.g. County Board of Supervisors)	When No Longer Required	Non-records
Staffing Dept.	TW-007	Boards, Committees, Commissions, Advisory Bodies: Citizen Advisory Created by the Town Council AGENDAS & STAFF REPORTS	Minimum 2 years	Department Preference; GC §34090 et seq.
Town Clerk	TW-008	Boards, Committees, Commissions, Advisory Bodies: Citizen Advisory Created by the Town Council AUDIO or VIDEO RECORDINGS	Copies - When No Longer Required	Town Clerk Retains All Originals; C §34090.7

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department".</i>				
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years)</i>				
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods.</i>				
Town Clerk	TW-009	Boards, Committees, Commissions, Advisory Bodies: Citizen Advisory Created by the Town Council MINUTES <i>Send inactive / sunset Minutes to the Town Clerk</i>	Copies - When No Longer Required	Town Clerk Retains All Originals; C §34090.7
Staffing Dept.	TW-010	Committees: Employee Committees , Employee Staff Meetings / Department Staff Meetings AGENDAS and MINUTES	2 years	Only Citizen Advisory Boards appointed by the Town Council must retain minutes permanently (Council Subcommittees present their recommendations to the full Council); GC §34090 et seq.
Staffing Dept.	TW-011	Committees: Subcommittees of the Town Council (Ad-Hoc or Standing Committees) AGENDAS and MINUTES	2 years	Council Subcommittees present their recommendations to the full Council; GC §34090 et seq.
Lead Dept.	TW-012	Copies or duplicates of any record	Copies - When No Longer Required	GC §34090.7
Dept. that Authors Document or Receives the Town's Original Document	TW-013	Correspondence - ROUTINE (Content relates in a SUBSTANTIVE way to the conduct of the public's business) (e.g. e-mail / email, Letters, Memorandums, Administrative, Chronological, General Files, Reading File, Working Files, etc.) IF the Content relates in a SUBSTANTIVE way to the conduct of the public's business	2 years	ONLY IF the Content relates in a substantive way to the conduct of the public's business; City of San Jose vs. Superior Court, 5 Cal. 5th 608 (2017). GC §34090

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department".</i>				
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years)</i>				
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods.</i>				
Dept. that Authors Document or Receives the Town's Original Document	TW-014	<p>Correspondence - TRANSITORY / PRELIMINARY DRAFTS, Interagency and Intraagency Memoranda NOT retained in the ordinary course of business</p> <p>Content NOT Substantive, or NOT made or retained for the purpose of preserving the informational content for future reference</p> <p>(e.g. calendars, checklists, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, speaker cards, staff videoconference chats, notes and recordings, supply inventories, staff videoconferences, chats, notes, recordings, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, undeliverable envelopes / returned mail, visitors logs, voice mails, webpages, etc.)</p>	When No Longer Required	Electronic and paper records are filed and retained based upon their CONTENT . Records, e-mails, electronic records, or social media postings where the Content relates in a substantive way to the conduct of the public's business , or that ARE made or retained for the purpose of preserving the informational content for future reference are saved by printing them out and placing in a file folder, or saving them electronically in a folder outside the e-mail system ; If not mentioned here, consult the Town Attorney to determine if a record is considered transitory / preliminary drafts. GC §34090, GC §7927.500; Ops. Cal. Atty. Gen. 317 (1981)); Town of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Lead Dept.	TW-015	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required	As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the Town Attorney to determine if a record is considered a draft. GC §§34090, 7927.500, 7928.705
Lead Dept.	TW-016	GIS Database / Data / Layers (both Town-wide and Specialized)	When No Longer Required	The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §34090 et seq.
Lead Dept.	TW-017	Grant Applications funded by the Town's General Fund	2 years	Finance maintains payable information in Accounts Payable; GC §34090
Lead Dept.	TW-018	Grants (UNSUCCESSFUL Applications, Correspondence)	2 years	GC §34090

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department".</i>				
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years)</i>				
<i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods.</i>				
Lead Dept.	TW-019	Grants / CDBG Administration (Community Development Block Grant) / Reimbursable Claims / FEMA Reimbursements / OES Reimbursements (SUCCESSFUL Reports, other records required to pass the funding agency's audit, if required) Applications (successful), grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - Minimum 5 years	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090
Lead Dept.	TW-020	Newspaper Clippings	When No Longer Required	Non-records - may be obtained from the newspaper company; GC §34090
Human Resources	TW-021	Personnel Files (Department Copies) Send all originals to Human Resources	Shred upon Separation or Transfer (Except PD)	Originals are retained by Human Resources; GC §34090.7
Lead Dept.	TW-022	Personnel Files (Supervisor's Notes)	Shred After Incorporation into Performance Evaluation or Documented Discipline	Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.
Lead Dept.	TW-023	Photographs	When No Longer Required	Preliminary Drafts (retention is placed on the final record in which the photograph is published in, if any); destroy unnecessary photographs. GC §§34090, 7927.500
Lead Dept. (Who Uses the Vehicle)	TW-024	Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years	GC §34090; 13 CCR 1234(c)
Lead Dept.	TW-025	Public Relations / Press Releases	2 years	GC §34090
Lead Dept. (Who Ordered the Appraisal)	TW-026	Real Estate Appraisal Reports: Property NOT purchased, Loans not funded, etc.	2 years	Not accessible to the public; GC §§34090, 7928.705
Lead Dept. (Who Ordered the Appraisal)	TW-027	Real Estate Appraisal Reports: Purchased Property, Funded Loans	Minimum 5 years	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(b); 29 CFR 97.42, GC §34090
Town Clerk	TW-028	Recorded Documents / Real Property: Deeds, Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases	Send all Originals to Town Clerk	GC §34090.7

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n/a	TW-029	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, etc.: Produced by OUTSIDE ORGANIZATIONS (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required	Non-Records
Lead Dept.	TW-030	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, etc.: Produced by YOUR Department	Minimum 2 years	Department preference; GC §34090
Lead Dept.	TW-031	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, Administrative Policies, etc.: Produced by OTHER Departments	When Superseded	Copies; GC §34090.7
Lead Dept.	TW-032	Reports and Studies (Historically significant - e.g., Zoning Studies)	P	Administratively and Historically significant, therefore retained permanently; GC §34090
Lead Dept.	TW-033	Reports and Studies (other than Historically significant reports - e.g. Annual Reports)	10 years	Department preference; Information is outdated after 10 years; If historically significant, retain permanently; GC §34090
Lead Dept.	TW-034	Special Projects / Subject Files / Issue Files	Minimum 2 years	Department Preference; GC §34090 et seq.
Lead Dept.	TW-035	Subpoenas (appearance or duces tecum)	2 years	Department Preference; GC §34090 et seq.
Lead Dept.	TW-036	Surveys / Questionnaires (that the Town issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required)	2 years	GC §34090
Lead Dept.	TW-037	Training Presented by Town Staff - COURSE RECORDS (Attendance Rosters or Sign-in Sheets, Outlines and Materials; includes Ethics, Harassment, & Safety Training & Tailgates)	5 years	Department preference; Ethics Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); GC §§12946, 34090, 53235.2(b)

**RECORDS RETENTION SCHEDULE: ADMINISTRATION
TOWN MANAGER, RISK MANAGER**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards .</i>				
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years)</i>				
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods.</i>				
ADMINISTRATION / TOWN MANAGER				
Admin / Town Manager	AD-001	Legislative Advocacies, Support or Opposition to proposed Federal or State Legislation	Minimum 2 years	Department preference; GC §34090
Admin / Town Manager	AD-002	Project Files / Subject Files (Subject will change over time)	Minimum 2 years	Department Preference; GC §34090 et seq.
Admin / Town Manager	AD-003	Solid Waste Recycling / AB 939 Compliance / SB 1383 Compliance (Organic Waste Collection and Recycling) . CalRecycle Annual Waste Diversion Report / Measure D annual report / Form 303 report (HHW report) / CalREcycle Used Oil report / CalREcycle Bottles & Cans report, etc.	10 years	Department preference; required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995.2; H&S §39730.7; GC §34090
Admin / Town Manager	AD-004	Solid Waste Tonnage Reports / Statistics	10 years	Department preference; GC §34090
Admin / Town Manager	AD-005	Solid Waste: Construction Waste Management	10 years	Department Preference; GC §34090
Finance	AD-006	Travel Records / Expense Reports	Copies - When No Longer Required	GC §34090.7
ADMINISTRATION / RISK MANAGEMENT				
Admin / Risk Management	AD-007	Claims:/ Property Damage Claims / Restitution / Recovery of Damages to Town Property / Town's Invoices to Insurance Companies	Final Resolution + 5 years	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
Admin / Risk Management	AD-008	Insurance Certificates - Those that cannot be matched to a specific agreement or contract, and DOES NOT have a current agreement / contract with the Town	When No Longer Required	Not a Town record
Admin / Risk Management	AD-009	Insurance Certificates - Those that cannot be matched to a specific agreement or contract, and MAY have a current agreement / contract with the Town	7 years	Longest Statute of Limitations is 10 years; Conforms with Agreement Retention (usually filed with agreement); CCP §337 et seq.; GC §34090
Admin / Risk Management	AD-010	Insurance Policies (Town's Insurance Policies)	Expiration + 7 years	Department preference; CCP §337 et seq.; GC §34090
Admin / Risk Management	AD-011	OSHA Logs - 200, 300, 301, 301AOSHA Citations and Inspections	5 years	OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090; LC §6429c

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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention re</i>				
AIRPORT				
Airport	AIR-001	Above Ground Storage Tank (Town-Owned Diesel) Tank Monitoring, Inspections and Maintenance, Release Detection Systems, Cathodic Protection Maintenance Records, CUPA Inspections, including letters of correction and citations	20 years	Department Preference; applies to both Tier I and Tier II Tanks; (Tier II tanks are required to have an integrity test every 20 years); EPA recommends that formal test records or reports be retained for the life of the container; GC §34090
Airport	AIR-002	Aircraft Accident / Incident Reports: Aircraft (sent to FAA)	Minimum 2 years	Department preference; GC §34090
Airport	AIR-003	Airport Security Access Applications / Badging / AOA Access Personnel Records / Gate Card User Acknowledgements / Proximity Cards (Employees and Tenants)	Expiration + 1 year	TSA requires 180 days ; TSA Security Directive SD1542-04-08E
Airport	AIR-004	Airport State License (Safety Inspections)	P	Department preference; GC §34090
Airport	AIR-005	CalTrans Aeronautics Inspections (Annual - Includes letters of corrections and citations)	2 years	GC §34090 et seq.
Airport	AIR-006	Citations / Lease Enforcement Actions / Rules & Regulations Enforcement / Notices of Violations (includes written noise and safety complaints)	Resolution + 3 years	Department Preference (consistent with other Code Enforcement and Operational Complaints); GC §34090 et seq.
Airport	AIR-007	Daily and Quarterly Inspections / Section 139 Inspections / App 139 Database	Minimum 2 years	14 CFR 139.402; GC §34090 et seq.
Airport	AIR-008	Emergency Operations Plan / Disaster Recovery Plan / Earthquake Information, Airport Certification Manual, Airport Emergency Plan	Until Superseded	Most are non-records; GC §34090
Airport	AIR-009	FAA Inspections / Reports / FAA Forms: Inspection Logs & Maintenance Work Orders; Meter Reading & Adjustments, Facility Maintenance Logs, Radio Equipment Operation Records, NavAid & AWOS Error Data, Certification & Inspections; Technical Performance Records	P	Regulations imply these are kept permanently, "...one copy to be kept in the permanent records of the facility...": GC §34090, 14 CFR 171.13 - 171.327
Airport	AIR-010	Grants - Airport - FAA Only	Final Expenditure Report + 3 years	14 CFR 152.213, 152.307; GC §34090
Airport	AIR-011	Insurance Policies: Airport	Expiration + 4 years	Department Preference; Covers statute of limitations for contracts; CCP §337 et seq.; GC §34090
Airport	AIR-012	NOTAM (Notice to Airmen)	2 years	GC §34090 et seq.
Airport	AIR-013	Safety Risk Management Analysis / Mitigations	Minimum 3 years	14 CFR 139.402; GC §34090 et seq.

**RECORDS RETENTION SCHEDULE:
COMMUNITY & ECONOMIC DEVELOPMENT
(Building, Code Compliance, Housing, Planning)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
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BUILDING & SAFETY				
Lead Dept.	CED-001	_Permit Database	Indefinite (Perm)	Department Preference - Data is interrelated; GC §34090, H&S §19850
CED / Building & Safety	CED-002	Activity Reports / Building	When No Longer Required	Preliminary drafts not retained in the ordinary course of business (Reports can be re-run from the database); GC §34090
CED / Building & Safety	CED-003	Address Files / Building Permits	P	GC §34090, H&S §19850
Development Services / Building & Safety	CED-004	Address Files / Building Permits - Expired Applications	Upon Expiration	Content Not Substantive - Permit never issued; GC §34090
CED / Building & Safety	CED-005	Board of Appeals / Building Advisory Committee- MINUTES	P	GC §34090(a)
CED / Building & Safety	CED-006	Building Permit File: Correction Notices	Minimum When Permit is Finalled	Department Preference (Preliminary Drafts); GC §34090
CED / Building & Safety	CED-007	Building Permit File: School District Fee Clearance / Utility Clearances	When No Longer Required	Not City records; used to verify other agencies were properly paid
CED / Building & Safety	CED-008	Building Permit File: Stop Work Notices	Minimum When Permit is Finalled	Department Preference (Preliminary Drafts); GC §34090
CED / Building & Safety	CED-009	Building Plans - Finalled - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION	P	Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090
CED / Building & Safety	CED-010	Building Plans - Cancelled or Withdrawn	Upon Cancellation or withdrawal	Department preference; Preliminary drafts not retained in the ordinary course of business; CBC §104.7; H&S§19850, GC §34090
CED / Building & Safety	CED-011	Building Plans - Expired	P	Department preference; CBC §104.7; H&S§19850, GC §34090
CED / Building & Safety	CED-012	Building Plans - Finalled - TENANT IMPROVEMENTS	P	Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; CBC 104.7 & 107.5, H&S§19850, GC §34090
CED / Building & Safety	CED-013	Building Plans - Finalled - SINGLE FAMILY RESIDENTIAL SFR and APPURTENANCES	P	Department preference; State law requires plans need not be filed for dwellings less than 2 stories, garages & appurtenances, farms/ranches, 1-story with bearing walls less than 25'; CBC requires 180 days from completion date; CBC 104.7 & 107.5, H&S§19850, GC §34090
CED / Building & Safety	CED-014	California Building Codes / Uniform Building Codes	Minimum While Ordinance is in Force	GC §50022.6

**RECORDS RETENTION SCHEDULE:
COMMUNITY & ECONOMIC DEVELOPMENT
(Building, Code Compliance, Housing, Planning)**

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CED / Building & Safety	CED-015	Certificate of Occupancy (CofO)	P	Department Preference; GC §34090
CED / Building & Safety	CED-016	Copyright Release Forms / Requests & Permissions to Receive Copies of Plans (to and from Architects)	2 years	GC §34090
CED / Building & Safety	CED-017	Energy Calculations - Not Included in Plan Set (separate documents)	Minimum When Permit is Finalled	Department Preference / State program / Content Not Substantive; GC §34090
CED / Building & Safety	CED-018	Energy Calculations - When Included in Plan Set	P	Department Preference / State program / Content Not Substantive; GC §34090
CED / Building & Safety	CED-019	Geotechnical and Soils Reports / Structural Reports (all)	P	Department Preference; GC §34090
CED / Building & Safety	CED-020	Plan Check Comments	Minimum When Permit is Finalled	Department Preference (Preliminary Drafts); GC §34090
CED / Building & Safety	CED-021	Structural Calculations	P	Department Preference; GC §34090
CODE COMPLIANCE				
CED / Code Compliance	CED-022	Code Enforcement / Abatement Case Files (Includes Citations, Notice of Violations, Photos, and Code Enforcement Complaint Letters)	Minimum 2 years	Department preference; GC §34090
CED / Code Compliance	CED-023	Liens	P	GC §34090(a)
HOUSING				
Development Services / Housing	CED-024	Applications for Loans: Rejected (First Time Home Buyers, Rehabilitation, etc.)	2 years	GC §34090
Development Services / Housing	CED-025	Homeless Services / Homeless Outreach Applications (successful), grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	After Funding Agency Audit, if required - Minimum 5 years	Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090
Development Services / Housing	CED-026	Housing Files - Income Verification, racial, ethnic, gender, disability status, HUD reports, Inspection reports, Lead-based Paint, etc.	3 years	Department preference (consistent with Section 8); 24 CFR 982.158(f); 29 CFR 97.42;

**RECORDS RETENTION SCHEDULE:
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Development Services / Housing	CED-027	Housing Plans: Consolidated Annual Performance and Evaluation Review (CAPER) / Comprehensive Housing Affordability Strategy (CHAS) / Consolidated Action Plan / Analysis of Impediments to Fair Housing Choices / Citizen Participation Plan / Action Plans, etc.	Expiration + 5 years	Required for 5 years; 24 CFR 91.105(h); GC §34090
Development Services / Housing	CED-028	Housing Programs: Affordable Housing Projects, Rehabilitation, First Time Home Buyers, HOME / CDBG Housing Projects WITHOUT a Recapture / Resale Restriction	Loan Pay-off + 5 years	HUD requires 5 years after the agreement terminates; Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 2 CFR 200.333; 24 CFR 92.508(a)(c), & 570.502, 982.158, 884.214; 29 CFR 97.42; GC §34090
Development Services / Housing	CED-029	Housing Programs: Affordable Housing Projects, Rehabilitation, First Time Home Buyers, HOME, Affordable Covenants and Restrictions / CDBG Housing Projects WITH a Recapture / Resale Restriction	5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer	HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 2 CFR 200.333; 24 CFR 92.508(a)(c)(2) & 570.502(b), 982.158, 884.214; 29 CFR 97.42, GC §34090
Development Services / Housing	CED-030	Property Management: Tenant / Leases, etc.	Completion of Lease + 2 years	Department preference; GC §34090
PLANNING				

**RECORDS RETENTION SCHEDULE:
COMMUNITY & ECONOMIC DEVELOPMENT
(Building, Code Compliance, Housing, Planning)**

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CED / Planning	CED-031	<p>Planning Projects - Discretionary & Ministerial - Approved Permanent Entitlements & Permits</p> <p>(Includes Associated CEQA Noticing, Conditions of Approval, Environmental Determinations, Staff Reports, Plans, Soils Reports, Uniform Development Application, etc.)</p> <p>Examples: Conditional Use Permits (CUPs) Density Bonus Development Agreements / Permits General Plan / General Plan Amendments Lot Line Adjustment Plan Developments Rezones Specific Plan Tentative Subdivision Maps / Parcels Maps Use Permits Variance Zoning Clearance Zoning Ordinance / Updates</p>	P	Department preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090, 34090.7
CED / Planning	CED-032	Advanced Planning / Long Range Planning / Project Implementation (Final Documents only)	P	Department Preference; GC §34090
CED / Planning	CED-033	Cannabis Permits - Approved	No Longer In Business + 2 years	Department preference; GC §34090
CED / Planning	CED-034	Cannabis Permits - Denied	Minimum 2 years	Department preference; GC §34090
Census Bureau	CED-035	Census, Demographics	When No Longer Required	(Non-Records - Census Bureau is OFR)
CED / Planning	CED-036	<p>Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA - Where Planning is the Lead</p> <p>Correspondence and staff notes that provide insight into the project or the agency's CEQA compliance with respect to the project</p>	Project Approval or Denial + 2 years	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090

**RECORDS RETENTION SCHEDULE:
COMMUNITY & ECONOMIC DEVELOPMENT
(Building, Code Compliance, Housing, Planning)**

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CED / Planning	CED-037	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, Notice of Exemption (NOE), etc.) / CEQA Inside Town boundaries - Where Planning is the Lead	P	Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090
CED / Planning	CED-038	General Plan, Elements and Amendments / Master Plans, Specific Plans, Land Use Plans and Amendments; General Plan Interpretations	P	Department preference; GC §34090
CED / Planning	CED-039	Historical Designations / Historical Landmarks	P	Department preference; GC §34090
CED / Planning	CED-040	Materials Boards	When No Longer Required	Preliminary drafts not retained in the ordinary course of business; GC §34090
CED / Planning	CED-041	Planning and Economic Development Commission - AUDIO or VIDEO RECORDINGS	2 years	Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
CED / Planning	CED-042	Planning and Economic Development Commission - MINUTES	P	GC §34090(a)
CED / Planning	CED-043	Planning and Economic Development Commission - STAFF REPORTS	P	Department Preference; GC §34090 et seq.
CED / Planning	CED-044	Preliminary Application Form (required for a housing development project that includes residential units; form is provided by California Department of Housing & Community Development	5 years	Various benchmarks are placed using the number of residential dwelling units on the project site within the last five years; GC §§34090, 66300.
CED / Planning	CED-045	Temporary Permits (Approved & Unapproved) Banner Permits, Tree Removal Permit, etc.	Expiration + 2 years	Department preference; GC §34090
CED / Planning	CED-046	Zoning Clearance Forms / Zoning Verification Letters	P	Department Preference; GC §34090
CED / Planning	CED-047	Zoning Maps (Historically Significant)	P	Department Preference; GC §34090
CED / Planning	CED-048	Zoning Ordinance Amendments / Zone Changes	P	Department Preference (copies); GC §34090.7

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FINANCE / ADMINISTRATION				
Finance / Lead Div.	FIN-001	Financial Services Database / ERP Database (Caselle)	Indefinite - Minimum 5 years	Data Fields / Records are interrelated; meets municipal government auditing standards; GC §34090
Town Clerk & Finance / Admin.	FIN-002	Audit Reports / Financial Statements / Annual Audit	P	Department Preference (also retained in the Council Agenda Packet Permanently); GC §34090 et seq.
Finance / Admin.	FIN-003	Audit Work Papers	5 years	Preliminary Drafts; GC §34090
Finance / Admin.	FIN-003.5	Audit Hearing or Review	5 years	Preliminary Drafts; GC §34090
Finance / Admin.	FIN-004	Bond Official Statements / Certificates of Participations (COPs) See Bank Statements for statement retention.	Fully Defeased + 10 years	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq, 337.5(a); 26 CFR 1.6001-1(e); GC §43900 et seq.
Town Clerk	FIN-005	Budgets - Adopted / Final	Copies - When No Longer Required	Department Preference (retained in the Council Agenda Packet Permanently); GC §34090.7
Finance / Admin.	FIN-006	Budgets - Preliminary, Backup Documents	Drafts - When No Longer Required	Preliminary Drafts; GC §34090
Finance / Admin.	FIN-007	Sales Tax Reports	When No Longer Required	Not a City Record (used to project revenue)
Finance / Admin.	FIN-008	Single Audits / Transportation Audits / PERS Audit, etc.	5 years	Department Preference (meets municipal government auditing standards); GC §34090
FINANCE / BUSINESS LICENSING, REVENUE				
Finance / Business License, Revenue	FIN-012	Accounts Receivable / Revenue / Our Invoices to Outside Entities: Insurance Companies, Franchise Fees, DUI Billing, Transient Occupancy Tax (TOT), Auctions of Surplus Property, Credit Card Payment Receipts, Tenant Billing / Rent, etc.	5 years	Department Preference; (meets municipal government auditing standards); GC §34090
Finance / Business License, Revenue	FIN-013	Business License Applications, Registrations and Renewals	5 years	Department preference; Meets auditing standards; GC §34090 et seq.
Finance / Business License, Revenue	FIN-014	Checks deposited to Bank (Town scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank Instructions	These are bank instruments, and not Town records; per bank agreement.
Finance / Business License, Revenue	FIN-015	Daily Cash Summaries, Bank Deposits, Bank Transmittal Advice, Cashier's Reports	5 years	Department preference; GC §§34090, 26 CFR 31.6001-1

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods.</i>				
Finance / Business License, Revenue	FIN-016	Reports (Support for Business License); Balance Sheets, Proof & Merge Reports, etc. (MONTHLY OR PERIODIC)	When No Longer Required	Financial system can re-create reports accurately; GC §34090
Finance / Business License, Revenue	FIN-017	Short Term Rental (STR) Applications and Permits	Expiration of Permit + 5 years	Department preference; Meets auditing standards; GC §34090 et seq.
Finance / Business License, Revenue	FIN-017.5	Short-Term Rental Complaints & Violations	Minimum 2 years	Department preference GC §34090
FINANCE / GENERAL ACCOUNTING				
Finance / General Accounting	FIN-018	1099's, 1096's, DE542 (California Report of Independent Contractors)	5 years	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §34090; 29 USC 436
Finance / General Accounting	FIN-019	Accounts Payable / Invoices and Backup (Includes Invoices, Purchase Orders, Travel Expense Reimbursements, Warrant Request, etc.)	5 years	Department Preference to pass grant audits (meets municipal government auditing standards); GC §34090
Finance / General Accounting	FIN-020	Bank Statements and Trustee Statements, Fiscal Agent Statements, Trustee Statements, Investment Account Statements, Pars Statements, Bank Reconciliations, Wire Transfers	5 years	Department preference; GC §§34090, 26 CFR 31.6001-1
Town Clerk	FIN-021	Checks / Warrant Register Report (issued)	Copies - When No Longer Required	Department Preference (retained in the Council Agenda Packet Permanently); GC §34090.7
Finance / General Accounting	FIN-022	Checks / Warrants (Cashed or Returned / NSF)	5 years	Department Preference; Meets auditing standards; GC §34090
Finance / General Accounting	FIN-023	Escheat (Unclaimed money / uncashed checks)	5 years	Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1519; GC §34090
Finance / General Accounting	FIN-024	Fixed Assets - Annual Listing (Source Documents)	5 years	Department Preference; Meets auditing standards; GC §34090
Finance / General Accounting	FIN-025	Investment Reports (may be filed with Bank Reconciliations)	5 years	Department preference; GC §§34090, 26 CFR 31.6001-1
Finance / General Accounting	FIN-026	Investments / Arbitrage / Bonds (Receipts / Advisor Reports / Trade Tickets / LAIF (Local Agency Investment Fund))	Maturity + 5 years	Department Preference; Meets auditing standards; FTC Reg's rely on "self-enforcement"; GC§§ 34090, 43900

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
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Finance / General Accounting	FIN-027	Journal Entries / Journal Vouchers / Budget Adjustments	5 years	Department Preference; meets municipal government auditing standards; Statute of Limitations is 4 years; GC §34090, CCP § 337
Town Clerk	FIN-028	Quarterly Budget Reports (to Council - Copies)	Copies - When No Longer Required	Department Preference (retained in the Council Agenda Packet Permanently); GC §34090.7
Finance / General Accounting	FIN-029	Reports / Finance Reports created from Database: General Ledgers, Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, etc.	When No Longer Required	Financial system can re-create reports accurately; GC §34090
Finance / General Accounting	FIN-030	Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report), Street Report, etc.	5 years	Department Preference; Meets auditing standards; GC §34090
Finance / General Accounting	FIN-031	W-9s	Vendor Inactive + 5 years	Meets IRS auditing standards; GC §34090

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES
(Human Resources, Payroll Benefits, Risk Management)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
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HUMAN RESOURCES				
Human Resources	HR-001	Benefit Plan Documents (CalPERS, Dental, Vision, etc.)	Duration of the Contract + 6 years	EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027, 28 CCR 1300.85.1; GC §34090
Human Resources	HR-002	California Civil Rights Department (CRD) / Department of Fair Employment & Housing (DFEH or EEOC) Claims / Harassment Claims	Separation + 6 years	Department preference to match retention for personnel files; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, 34090
Human Resources	HR-003	Classification / Reorganization Studies (for employee classifications and department structures)	Minimum 3 years	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 12960, 34090
Human Resources	HR-004	Compensation Surveys & Studies	Minimum 3 years	Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 34090
Human Resources	HR-005	Negotiations with Bargaining Units / Negotiation Notes	5 years	Department preference;; GC §34090
Human Resources	HR-006	Contracts for Investigators (Except for Police)	Completion + 5 years	Department preference; Statute of Limitations for contractual obligations is 4 years; CCP §§337.337.1(a), 337.15, 343; GC §34090
Human Resources	HR-007	Employee Investigations (Except for Police)	Separation + 6 years	Department preference to match retention for personnel files; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090;
Human Resources	HR-008	Grievances	Separation + 6 years	Department preference to match retention for personnel files; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b)

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES
(Human Resources, Payroll Benefits, Risk Management)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years)</i>				
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods</i>				
Human Resources	HR-009	I-9s	Separation + 6 years	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 34090
Human Resources	HR-010	Job Descriptions / Job Classification / Job Specifications	Minimum Superseded + 4 years	Department preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 34090
Human Resources	HR-011	Personnel Files - Employee File (Official Personnel File) Includes Application, Backgrounds, Discipline, Evaluations, Policy Acknowledgements, Employee's Oath of Office / Oath for Disaster Worker, PAF / Personnel Action Forms, 1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage & Transmittal Form), DE-34 (Report of New Employees), W-4's, etc.)	Separation + 6 years	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; LC 1198.5
Human Resources	HR-012	Personnel Files - Medical File Pre-employment Medical Clearances, ADA Accommodations, Fit for Duty, etc.	Separation + 30 years OR Deceased + 5 years	Medical Files for all employees are required to be maintained at least the duration of employment plus thirty (30) years; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
Human Resources	HR-013	Recruitment and Testing File / Database Includes Advertisements, Applications for Unsuccessful Candidates, Interview Notes, Job Brochures, Test Data, Testing Analysis & statistical Metric, Job Analysis, Rating Sheets, Scantrons, Background Checks, etc.	Hiring Decision + 4 years	State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 34090
Human Resources	HR-014	Verifications of Employment, Child Support, etc. (From lenders or other outside companies)	When No Longer Required	Not as Agency record / Content does NOT relate in a substantive way to the conduct of the public's business; GC §60201 et seq
Human Resources	HR-015	W-4's	No Longer in Effect + 4 years	IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. GC §34090; 26 CFR 31.6001-1

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES
(Human Resources, Payroll Benefits, Risk Management)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods</i>				
Human Resources	HR-016	Workers Compensation Claims / Long Term Disability Claims (Includes all Accident, Incident, or Injury Reports from Employees)	Separation + 30 years OR Deceased + 5 years	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090
Human Resources	HR-017	Workplace Violence – Hazard identification, evaluation, correction, incident logs, investigations, etc.	5 years	LC §6401.9(f), GC §34090
HUMAN RESOURCES / PAYROLL				
Human Resources / Lead Div.	HR-018	Payroll Database / ERP Database (Caselle)	Indefinite - Minimum 5 years	Data Fields / Records are interrelated; GC §34090
Human Resources / Payroll	HR-019	Benefits: Monthly Reconciliation	5 years	Department Preference; GC §34090
Human Resources / Payroll	HR-020	CalPERS Reports, Annual Valuation Reports, Actuarial Valuation Reports, Annual Employer Statements	5 years	Most recent records are stored on CalPERS website; Department Preference; Retained to match other auditing periods; GC §34090
Human Resources / Payroll	HR-021	Checks / Warrant Register Report - Payroll Only	5 years	Department Preference; GC §34090
Human Resources / Payroll	HR-022	Checks / Warrants - Cancelled - Payroll Only	5 years	Department Preference; GC §34090, 26 CFR 31.6001-1
Human Resources / Payroll	HR-023	DE-6, DE-7, DE-9 DE-43, W-3, & DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA & Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	5 years	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
Human Resources / Payroll	HR-024	Deferred Compensation (Town Statements)	5 years	Produced by Deferred Comp. Provider; GC §304090, 26 CFR 31.6001.1
Human Resources / Payroll	HR-025	Payroll File (Deductions, etc.)	Separation + 5 years	Department preference; (meets municipal government auditing standards); GC §34090
Human Resources / Payroll	HR-026	Payroll Reports (includes Leave Registers, time Transaction Reports, etc.	5 years	Department preference; (meets municipal government auditing standards); GC §34090
Human Resources / Payroll	HR-027	PERS Statements	5 years	Department Preference; GC §34090
Human Resources / Payroll	HR-028	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards	5 years	Department preference to facilitate grant audits or claim reimbursements; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5; GC §34090; 8 CCR 11040.7(c); 29 CFR 516.5 & 516.6(c);

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES
(Human Resources, Payroll Benefits, Risk Management)**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods</i>				
Human Resources / Payroll	HR-029	W-2's	5 years	Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090
HUMAN RESOURCES / RISK MANAGEMENT				
Human Resources / Risk Management	HR-031	Property Damage Claims / Restitution	5 years	Department preference; Meets municipal government auditing standards; GC §34090
Human Resources / Risk Management	HR-032	Rental Property Management	Expiration of Lease + 2 years	Department preference; GC §34090

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INFORMATION TECHNOLOGY				
Information Technology	IT-001	Backups - DAILY, WEEKLY	When No Longer Required	Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.
Information Technology	IT-002	Enterprise System Catalogue (Listing of Enterprise-wide Software, posted on line)	When Superseded	GC §34090 et seq.
Information Technology	IT-003	Network Configuration Maps & Plans	When No Longer Required	Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.
Information Technology	IT-004	UNALTERABLE MEDIA / IMMUTABLE CLOUD BACKUP / (WORM / DVD-r / CD-r / Blue Ray-R) or other unalterable media that does not permit additions, deletions, or changes	Follows the Retention Period of the Records Series	For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, 2 CCR 22620 et seq.
Information Technology	IT-005	Video Recordings - Department Activity (Employees Performing Work, Cashiering, Building Security, etc.) See Town Clerk's schedule for Town Council Video Recordings	1 year	Records regular and ongoing operations; GC §34090.6 et seq,
Information Technology	IT-006	Video Recordings - Lobbies, Public Areas / Public Activity	When No Longer Required	Does not record regular and ongoing operations; GC §34090.6 et seq,

**RECORDS RETENTION SCHEDULE:
OFFICE OF OUTDOOR RECREATION**

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
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HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention re				
OFFICE OF OUTDOOR RECREATION				
Office of Outdoor Recreation	OR-001	Activity / Special Programs / Event Files Trail Clean-ups, Host Activities, etc.	Minimum 2 years	Department preference; GC §34090
Office of Outdoor Recreation	OR-002	Construction & Design: Bridges, Trails, Parks, Rest Stops, etc. Plans, RFP / Specifications (Federal Guidelines) & Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	P	Department preference; retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Office of Outdoor Recreation	OR-003	Host Program Daily Documents / Daily Diary / Complaints / Work Completed	2 years	GC §34090
Office of Outdoor Recreation	OR-004	Incident Reports	2 years	GC §34090
Office of Outdoor Recreation	OR-005	Liability Waivers / Volunteer Agreements	2 years	GC §34090
Office of Outdoor Recreation	OR-006	Trail Maps and Brochures	Minimum 2 years	Department preference; GC §34090
Office of Outdoor Recreation	OR-007	Tree Maintenance / Hazard Tree Removal, etc.	2 years	GC §34090

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PARKS & RECREATION				
Parks & Recreation	P&R-001	Recreation Activity Registration Database	Indefinite - Minimum 2 years	Department preference; GC §34090
Parks & Recreation	P&R-002	Activity / Special Programs / Event Files Children's Programs, Cultural Arts, Sports, Seniors, Filming, Theatre Programs etc.	Minimum 2 years	Department preference; GC §34090
Parks & Recreation	P&R-003	Activity Guide / Class Guide / Program Guide (Final)	Minimum 2 years	Department preference; GC §34090
Parks & Recreation	P&R-004	Applications / Participants' Registration / Liability Forms / Release of Liability Forms / Photo Releases / Waivers of Liability / Permissions: Camps, Field Trips, Authorization to give Medicine, etc.	2 years	GC §34090
Parks & Recreation	P&R-005	Evaluations / Surveys (Programmatic Evaluations of Recreation programs)	When No Longer Required	Content Not Substantive / Preliminary drafts / Transitory records; GC §34090
Parks & Recreation	P&R-006	Facility Use Requests / Field Rentals / Facility Use Applications and Permits (Includes Insurance Certificates and ABC Permits where appropriate)	2 years	GC §34090 et. seq.
Parks & Recreation	P&R-007	Incident Reports	2 years	GC §34090
Parks & Recreation	P&R-008	Liability Waivers (if separate from another record)	2 years	GC §34090
Parks & Recreation	P&R-009	Maintenance Logs	2 years	GC §34090
Parks & Recreation	P&R-009.5	Parks & Recreation Commission - Agenda Packets Town Clerk retains the originals of Minutes, and Audio and Video Recordings,	Minimum 2 years	Department preference; GC §34090
Parks & Recreation	P&R-010	Pool Chemical Additions	2 years	GC §34090
Parks & Recreation	P&R-011	Pool Lifeguard Audits (CPR Audit, Visual Awareness Training Audit)	2 years	GC §34090
Parks & Recreation	P&R-012	Rosters / Sign-in / Sign-Out Sheets for classes and programs	2 years	GC §34090
Parks & Recreation	P&R-013	Schedules / Hours (classes and staff)	When No Longer Required	Content not substantive; Preliminary drafts not retained in the ordinary course of business; GC §34090
Parks & Recreation	P&R-014	Scholarships	2 years	GC §34090
PARKS & RECREATION / PARK MAINTENANCE				
Lead Div.	P&R-015	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment	Department Preference; GC §34090 et. seq.

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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods.</i>				
Finance	P&R-016	Park Sidewalk Maintenance: Surveys, Grinding, Ramping (Contracted, invoices are sent to Finance)	Copies - When No Longer Required	GC §34090.7
Finance	P&R-017	Park Tree Maintenance,- Town-owned Trees Only Trimming, Arborists Reports (Contracted, invoices are sent to Finance)	Copies - When No Longer Required	Department preference; GC §34090
Finance	P&R-018	Playground Equipment Inspections and Maintenance (Contracted, invoices are sent to Finance)	Copies - When No Longer Required	Department preference; GC §34090
Division Providing Service / Work	P&R-019	Work Orders / Service Requests - CRM / CMMS DATABASE (Computerized Maintenance Management System)	Indefinite	Data is interrelated; GC §34090
Division Providing Service / Work	P&R-020	Work Orders / Service Requests - All Information Entered in CRM / CMMS Database (Paper drafts)	When No Longer Required	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	P&R-021	Work Orders / Service Requests - NOT entered in CRM / CMMS Database (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years	Town Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090

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POLICE ADMINISTRATION and/or CHIEF OF POLICE				
Police / Admin. / Chief	PD-000	Internal Affairs Investigations / Complaints from Employees - WITH or WITHOUT Sustained Finding of Misconduct (no Employment Action - no demotion or termination)	Final Disposition + 2 years	Department Preference; GC § 34090 et seq.
Police / Admin. / Chief	PD-001	Internal Affairs Investigations / Complaints WITH Sustained Finding of Misconduct Includes Use of Force Reports	Final Disposition + 15 years	PC §832.7; GC §34090
Police / Admin. / Chief	PD-002	Internal Affairs Investigations / Complaints WITHOUT Sustained Finding of Misconduct Includes Use of Force Reports	Final Disposition + 5 years	Consistent with Lexipol Policy; State requires for at least 5 years for civilian complaints; other State & Federal laws require retention until final disposition of formal complaint; State requires 4 years after action is taken; Statute of Limitations is 4 years after the discovery of the offense for misconduct in office; PC 801.5, 803(c); EVC §1045(b)(1), GC §§12946,12960, 34090, PC §832.5, VC §2547
Police / Admin. / Chief	PD-003	Personnel Background Packet - Police Department Employees and Volunteers (Successful)	Separation + 4 years	Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 4 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c); 8 CCR §11040.7(7)(C), GC §§12946,12960, 34090
Police / Admin. / Chief	PD-004	Personnel Background Packet - Police Department Employees and Volunteers (Unsuccessful)	4 years	State Law requires 4 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c); 8 CCR §11040.7(7)(C), GC §§12946,12960, 34090
Police / Admin. / Chief	PD-005	Personnel Files / Training File - Police Department Employees Original Commendations, Training Certificates (Personnel Action Forms and Written Discipline are sent to Human Resources)	Separation + 6 years	Department preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946,12960, 34090
Police / Admin. / Chief	PD-006	Pitchess Motions	2 years	GC §34090
Police / Admin. / Chief	PD-007	Policies & Procedures / Operation Directives / General Orders / Lexipol (Department Policies and Procedures)	P	Department Preference; GC § 34090 et seq.
Police / Admin. / Chief	PD-008	Report of data regarding the number, type, or disposition of complaints made against its officers (optional report)	2 years	GC §34090 et seq.
Police / Admin. / Chief	PD-009	Report to the State Commission on Peace Officer Standards and Training (POST Commission) of peace officer employment, compliant, finding, disposition, or judgement pursuant to §PC 13510.9	2 years	GC §34090 et seq.

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Police / Admin. / Chief	PD-010	Reports and Studies regarding Police operations (not historical - manpower, traffic analysis, activity studies, calls for service, etc.)	Minimum 2 years	Department Preference; GC § 34090 et seq.
CODE COMPLIANCE - POLICE				
Police / Code Compliance	PD-011	Citations / Complaints - Police Code Compliance (Parking Violations, Unsecured Trash, Noise, etc.)	Minimum 2 years	Department preference; GC §34090
Police / Code Compliance	PD-012	Hearing Officer Determinations / Appeals of Police Code Compliance Actions	Minimum 2 years	GC §34090
OPERATIONS / PATROL / SERGEANTS				
Police / Ops / Patrol	PD-013	Canine (Police Service Dogs) Program Files: Animal Files	Separation + 3 years	3 years is required for animal care / treatment records; FA §32003(e), PC §597.1(d); GC §34090 et seq.
Police / Ops / Patrol	PD-014	Officer Recordings: Body-Worn Cameras – LOGS of Access or Deletion of Data	P	PC§ 832.18(b)(5)(E); GC §34090.6 et seq.
Police / Ops / Patrol	PD-015	Officer Recordings: Body-Worn Cameras - that ARE evidence, Officer Involved Shootings / Detention or Arrest / Complaints	Follows the Retention of the Evidence, Minimum 2 years	PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.
Police / Ops / Patrol	PD-016	Officer Recordings: Body-Worn Cameras - that are NOT evidence	60 days	PC§ 832.18(b)(5)(A); GC §34090.6 et seq.
Police / Ops / Patrol	PD-017	Officer Recordings: Mobile Audio/Video Recordings (MAV) that are not evidence (in-car videos, etc.)	2 years	Department preference; Consistent with Lexipol Section 446.10.1; Recordings that become evidence are stored with evidence; GC §34090.6(a)
Police / Ops / Patrol	PD-018	Special Events / Ops Plan	Minimum 2 years	Department preference; GC §34090 et seq.
Police / Ops / Patrol	PD-019	Watch Commanders Log	2 years	Department preference (Preliminary drafts); GC §34090 et seq.
INVESTIGATIONS				
Police / Investigat.	PD--020	Business Permits (Regulatory) - BUSINESS OWNER: Taxi LiveScan Responses / CORIs (Criminal Offender Record Information)	Minimum Business Close + 2 years	Department Preference; GC §34090
Police / Investigat.	PD--021	Business Permits (Regulatory) - TECHNICIAN / EMPLOYEES; Taxi Driver LiveScan Responses / CORIs (Criminal Offender Record Information)	Minimum Inactive / Separation + 2 years	Department Preference; El Cajon Work Permits; GC §34090
Police / Investigat.	PD--022	Detectives Investigation Files and Arrest Files	Transferred into Record's Files	Transfer all Official Reports to Records to be placed in the Day Files.
Police / Investigat.	PD--023	Informant Files	Minimum 2 years	Informant information; Does not contain criminal intelligence information concerning individuals; Department preference; GC §34090

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Police / Investigat.	PD--024	Intelligence Files	5 years	Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090
Police / Investigat.	PD--025	Recordings: Automated License Plate Readers (ALPR)	When No Longer Required	Does not record regular and ongoing operations; GC §34090.6 et seq,
Police / Investigat.	PD--026	Recordings: Drone (Unmanned Aerial Vehicle)	When No Longer Required	Does not record regular and ongoing operations; GC §34090.6 et seq,
Police / Investigat.	PD--027	Registrants: Arson - Adults	P, or Death of Registrant	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Investigat.	PD--028	Registrants: Arson - Juveniles released from Division of Juvenile Justice	Age 25 or Sealing Date + 5 years	Pursuant to PC §457.1 et seq.; If released from DOJJ, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7
Police / Records	PD--029	Registrants: Gang Adults & Juveniles	Minimum 5 years	Department Preference (registration pursuant to PC 186.3(a)); GC §34090
Police / Investigat.	PD--031	Registrants: Sex Offender Registrations: Adults	P, or Death of Registrant	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
Police / Investigat.	PD--032	Registrants: Sex Offender Registrations: Juveniles	P or Sealing Date + 5 years (or Court Order), or Death of Registrant	Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq.
PROPERTY & EVIDENCE				
Police / Property & Evidence	PD-033	Crime Report Photos, Mug Shots	Follows the Retention of the Arrest Record	Department Preference; GC §34090
Police / Property & Evidence	PD-034	Gun and Narcotics Destruction Log (Documents related to)	2 years	GC §34090

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HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods.</i>				
Police / Property & Evidence	PD-035	Latent Print File	Follows the Retention of the Crime Report	Department Preference; GC §34090
Police / Property & Evidence	PD-036	Logs: Evidence Database	Indefinite - Follows Retention of the Evidence	Data is interrelated; GC §34090
Police / Property & Evidence	PD-037	PAS Device Calibration Logs	2 years	GC §34090 et seq.
Police / Property & Evidence	PD-038	Property Release	2 years	GC §34090
Police / Property & Evidence	PD-039	Property Tag Logs	2 years	GC §34090
RECORDS				
Police / Records	PD-040	RMS Database	Indefinite - Follows Retention of the Crime Report	Data Fields / Records are interrelated; GC §34090
Police / Records	PD-041	Carry Concealed Weapon Permits (CCW) - Approved	Expiration + 2 years	GC §34090
Police / Records	PD-042	Carry Concealed Weapon Permits (CCW) - Denied	2 years	GC §34090
Police / Records	PD-043	Citations - Payment Plans for outstanding parking citations received by indigent persons	Fully Paid, Written off, or Forgiven + 5 years	Department preference (the Statute of Limitation for collections is 5 years from the date of the last violation); CVC 40222(b); GC §34090
State of California	PD-044	Crime Statistics / National Incident-Based Reporting System (NIBRS) / Uniform Crime Reports (UCR) - Summaries (BCS)	When No Longer Required	Entered Directly into DOJ's portal (a State record)
Police / Records	PD-045	Department of Justice Validation Lists	2 years	GC §34090
Police / Records	PD-046	Hearing Officer Determinations (Citation Appeals, Tows, etc.)	2 years	GC §34090
Police / Records	PD-047	NCIC Validation	2 years	GC §34090
Police / Records	PD-048	Patrol Ride-A-Long Waiver Form	2 years	GC §34090 et seq.
Police / Records	PD-049	POLICE REPORTS / SEALED RECORDS: Sealed Juvenile Cases - Childhood Sexual Assault After January 1, 2024	P	Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090

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Police / Records	PD-050	POLICE REPORTS / SEALED RECORDS: Sealed Juvenile Cases - Childhood Sexual Assault Before January 1, 2024	Age of Majority + 22 years	Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090
Police / Records	PD-051	POLICE REPORTS / SEALED RECORDS: Sealed Juvenile Cases Except Sealed Childhood Sexual Assault	Per Court Order (Subject 26 years old / Sealing Date + 5 years)	W&I §§389(a), 781(d), GC §34090;
Police / Records	PD-052	POLICE REPORTS: Lost Property: Firearms entered into CLETS (if not Permanent Retention)	Until Found or Recovered	Department Preference to facilitate Three Strikes law and ease of document imaging administration; PC§ 11108.2(b); GC §34090
Police / Records	PD-053	POLICE REPORTS: ALL Capital Crimes, Homicide, Juvenile, Child Abuse (substantiated), Elder Abuse (substantiated), & Sexual Assault (Rape), Arson (Suspected or Undetermined)	P	Department Preference; DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; Most have no limitations on commencement of action; PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, and 799; 803(h), 11169 et seq.; 11170(a); WIC 707(b)
Police / Records	PD-054	POLICE REPORTS: Child Abuse or Neglect Investigation Reports - Unsubstantiated or Inconclusive	No Further Report on Suspected Abuser + 10 years	PC §§11169(c),11170(a)(3)
Police / Records	PD-055	POLICE REPORTS: Except those specifically mentioned in the schedule (ALL Others, Including Felonies and Misdemeanors)	Minimum 5 years	Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq.
Police / Records	PD-056	POLICE REPORTS: Misdemeanor or Infraction - Adult Marijuana / Cannabis - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5) - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (If No Conviction) + 2 years	("Shall" Destroy); GC §§68152(c)(8); H&S §11361.5
Police / Records	PD-057	POLICE REPORTS: Misdemeanor or Infraction - Juvenile Marijuana / Cannabis - H&S §11357(E) - Except those with outstanding stolen property, including firearms, or lost firearms	2 years or Juvenile 18 years old	If no subsequent conviction ("Shall" Destroy); H&S §11361.5

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Police / Records	PD-058	POLICE REPORTS: Missing Persons	P (If Returned, Follows the Retention for the Crime Report)	Department Preference; GC §34090
Police / Records	PD-059	POLICE REPORTS: Factually Innocent Petition Accepted Records Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms	Date of Arrest + 3 years	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)
Police / Records	PD-060	POLICE REPORTS: Misdemeanor or Infraction Marijuana / Cannabis §11357(de) - Juvenile on School Grounds during School Hours (with procedure in H&S §11361.5)	Offender is 18 Years Old	(Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(e)
Police / Records	PD-061	POLICE REPORTS: Vacatur Relief Granted by Court - Victim of Human Trafficking, or Victim of Intimate Partner Violence or Sexual Violence (Nonviolent Crimes)	Court Order + 1 year	Individual petitions Court ("Shall" Destroy); GC §34090; PC §§236.14(k); 236.15(k)
Court	PD-062	Restraining Orders, Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing (When Not filed with the case file)	Expiration of the Order	Not a City record
Police / Records	PD-063	STOP Source Data, Audit Log / Racial and Identity Profiling Act (RIPA) Annual Report	3 years	11 CCR 999.228; 11 CCR 999.229; GC §34090
Court or District Attorney	PD-064	Subpoenas (Personal Appearance or Duces Tecum)	When No Longer Required	Court or District Attorney records; GC §34090 et seq.

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (Engineering, Fleet, Maintenance)

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ENGINEERING				
Town Clerk	PW-001	Assessment District Formation / CFD / Landscape Maintenance District Formation / Lighting and Landscape District Formation / Sewer District Formation / Engineers Reports	Copies - When No Longer Required	Included in City Council Agenda Packet; GC §34090.7
Public Works / Engineering	PW-002	Assessment Rolls / Lighting and Landscape Districts / Special District Assessment Rolls (to Tax Assessor for Tax Rolls)	5 years	Department preference; Meets auditing standards; GC §34090 et seq.
Public Works / Admin. / Engineering	PW-003	Benchmarks	P	Department Preference; GC §34090
Public Works / Admin. / Engineering	PW-004	Capital Improvement Projects (CIP): Administration File Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas & Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs , Safety. SWPPP / WPCP, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; s; CCP §337 et. seq., GC §34090
Public Works / Admin. / Engineering	PW-005	Capital Improvement Projects (CIP): Permanent File Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.	P	Department preference; retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Public Works / Admin. / Engineering	PW-006	Drawings, Maps, and Record Drawings, Large-Format Drawings, Survey Record Maps, Capital Improvement Project "As-Built"	P	Drafts should be destroyed; GC §34090
Public Works / Admin. / Engineering	PW-007	Encroachment Permits: Temporary (Excavation, Street Permits, Temporary Construction, Sidewalk Repairs, Street Cuts, Traffic Control, Transportation Permits, Utility Cuts (Installation & Patching), etc.) Includes Insurance Certificates	Expiration + 2 years	GC § 34090
Public Works / Admin. / Engineering	PW-008	Encroachment Permits: Permanent (Structures in the Town's Right of Way, Retaining Walls, etc.) Includes Insurance Certificates	P	Department Preference; GC §34090
Public Works / Admin. / Engineering	PW-009	Engineering Studies / Surveys (Public Right-of-Way) - Geotechnical and Soil Reports / Hydrology Reports / Preliminary Studies / Project Assessments	P	Department Preference; GC §34090

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Public Works / Admin. / Engineering	PW-010	Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA - Where Engineering is the Lead Correspondence and staff notes that provide insight into the project or the agency's CEQA compliance with respect to the project	Project Approval or Denial + 2 years	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090
Public Works / Admin. / Engineering	PW-011	Private Development: Administrative Records Construction Inspections, Photos, Progress Meetings, Project Schedules, etc.	Completion + 10 years	Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090
Public Works / Admin. / Engineering	PW-012	Private Development: Permanent Records Abandonments, Certificate of Acceptance / Approval (copy), Dedications, Deeds (copies) Drainage, Driveway, Easements (copies), Geotechnical and Soil Reports / Hydrology Reports, Private Lab Verifications, Testing Lab Final Reports, Rights of Way (copies), Studies, Reports, etc.	P	Department preference; retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090
Admin. / DBE Liaison	PW-013	Public Transportation Funding & Grants: FTA, Others: Equipment (Buses, Vehicles) and Real Property <i>Equipment is defined as "useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or \$5,000. Includes rolling stock and all other such property used in the provision of public transit service</i> Includes all records, including application, administration, reports, audits, etc.	Disposition / Sale + 5 years	FTA Retention for Equipment Records. "The three year retention period for the equipment records starts from the date of the equipment's disposition or replacement or transfer"; Equipment is defined as "useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or \$5,000. Includes rolling stock and all other such property used in the provision of public transit service".5 years meets auditing standards and federal requirements; FTA - Circular_5010_1D, III(7); OMB Circular A-110 & A-133; GC §34090
Public Works / Admin. / Engineering	PW-014	Stormwater Illicit Discharges	5 years	Required for a minimum of 3 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090
Public Works / Admin. / Engineering	PW-015	Stormwater: NPDES Annual Reports	5 years	Department Preference; Federal mandate is 3 years; SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090

RECORDS RETENTION SCHEDULE: PUBLIC WORKS (Engineering, Fleet, Maintenance)

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Public Works / Admin. / Engineering	PW-016	Stormwater: NPDES Permits / MS-4 Permits	Expiration + 5 years	Department Preference; Federal mandate is 3 years; SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090
Public Works / Admin. / Engineering	PW-017	Subdivision Maps / Parcel Maps	P	Department Preference; GC §34090
Public Works / Admin. / Engineering	PW-018	Surveys, Record of Survey	P	Department Preference; GC §34090
Public Works / Admin. / Engineering	PW-019	Traffic Calming Requests (Speed Humps, etc.)	2 years	Department preference; GC §34090
Police or Cal Trans	PW-020	Traffic Collision Reports / SWTRS	Copies - When No Longer Required	copies; GC §34090.7
Public Works / Admin. / Engineering	PW-021	Traffic Counts / Traffic Studies	10 years	Department preference; GC §34090
Public Works / Admin. / Engineering	PW-022	Traffic Speed Surveys	10 years	Department preference; GC §34090
Public Works / Admin. / Engineering	PW-023	Traffic Stop Sign Warrants	10 years	Department preference; GC §34090
Public Works / Admin. / Engineering	PW-024	Transportation Plans / Master Plans	P	Department preference; GC §34090
PUBLIC WORKS / FLEET				
Public Works / Lead Div.	PW-027	BAAQMD Permits - for Generators, etc.	Issue Date + 5 years	40 CFR 70.6; GC §34090
Public Works / Equip. Maint. & Fleet	PW-028	Fleet - Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks	2 years	GC §34090; 13 CCR 1234(c)
Public Works / Equip. Maint. & Fleet	PW-029	Fleet - Vehicle & Equipment History Files Maintenance, Brakes, Smog Certificates, etc.	Disposal of Vehicle or Equipment + 2 years	Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090
Public Works / Lead Div.	PW-030	Generator Operation Logs & Inspections	5 years	BAAQMD Rule 1470; Form 400-E-13a instructions; GC §34090
Public Works / Lead Div.	PW-031	Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)	Expiration of Certificate or Permit	Department preference; GC §34090 et. seq.

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Public Works / Lead Div.	PW-032	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years	Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Division Providing Service / Work	PW-033	Work Orders / Service Requests - CRM / CMMS DATABASE (Computerized Maintenance Management System)	Indefinite - Life of Vehicle or Equipment	Data is interrelated; GC §34090
Division Providing Service / Work	PW-034	Work Orders / Service Requests - All Information Entered in CRM / CMMS Database (Paper drafts)	When No Longer Required	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	PW-035	Work Orders / Service Requests - NOT entered in CRM / CMMS Database (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years	Town Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090
PUBLIC WORKS / MAINTENANCE				
Public Works / Lead Div.	PW-036	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment	Department Preference; GC §34090 et. seq.
Public Works / Lead Div.	PW-037	Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years	Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090
Finance	PW-038	Sidewalk Maintenance: Surveys, Grinding, Ramping (Contracted, invoices are sent to Finance)	Copies - When No Longer Required	GC §34090.7
Finance	PW-039	Playground Equipment Inspections and Maintenance (Contracted, invoices are sent to Finance)	Copies - When No Longer Required	Department preference; GC §34090
Finance	PW-040	Tree Maintenance,- Town-owned Trees Only Trimming, Arborists Reports (Contracted, invoices are sent to Finance)	Copies - When No Longer Required	Department preference; GC §34090

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Public Works / Lead Div.	PW-041	Underground Service Alerts (USA's) / Dig Alerts	3 years	Department Preference (the Regional Notification Center has the obligation to retain the notice for 3 years); GC §§4216.2(f) & 4216.3(e), 34090
Division Providing Service / Work	PW-042	Work Orders / Service Requests - CRM / CMMS DATABASE (Computerized Maintenance Management System)	Indefinite - Minimum 5 years	Data is interrelated; GC §34090
Division Providing Service / Work	PW-043	Work Orders / Service Requests - All Information Entered in CRM / CMMS Database (Paper drafts)	When No Longer Required	Preliminary drafts (the database is the original); GC §34090
Division Providing Service / Work	PW-044	Work Orders / Service Requests - NOT entered in CRM / CMMS Database (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	5 years	Town Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090

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TOWN CLERK				
Town Clerk	TW-001	Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices	2 years	Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, 54960.1(c)(1)
Town Clerk	TW-002	Agendas - Town Council	Minimum 2 years	Department preference; GC §34090
Town Clerk	TW-003	Agenda Packets - Staff Reports (Filed by Subject Matter) Town Council	Follows Retention of Subject Matter	Department preference; GC §34090
Town Clerk	TW-004	Agreements & Contracts, Amendments - ALL (NON-INFRASTRUCTURE, Professional Services Agreements, Tenant / Lease Agreements - NOT IMAGED) <i>Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work)</i> Examples of Non-Infrastructure: Consultants, Franchises, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc.	Completion + 5 years	Department Preference; Statute of Limitations is 10 years for Errors & Omissions; 4 years for all contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
Town Clerk	TW-005	Agreements & Contracts, Amendments - ALL (INFRASTRUCTURE, OR IF IMAGED, JPAs, MOUs) <i>Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work)</i> Examples of Infrastructure: Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property & property restrictions, redevelopment, reservoirs, sewers, sidewalks, street & alley improvements, settlement, subdivisions, utilities, water, etc.	Completion + 10 years	Department Preference; Statute of Limitations is 10 years for Errors & Omissions; 4 years for all contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a)
Town Clerk	TW-006	Articles of Incorporation	P	Department preference; GC §34090
Town Clerk	TW-007	Assessment District Formation / CFD / Landscape Maintenance District Formation / Lighting and Landscape District Formation / Sewer District Formation / Engineers Reports	P	Department preference; GC §34090

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards .</i>				
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years)</i>				
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods.</i>				
Town Clerk	TW-008	Board & Commission / Committee Applications (All, whether appointed or not)	2 years	GC §34090
Town Clerk	TW-009	Board & Commission / Committee Maddy Act Lists / Vacancy Notices	2 years	GC §34090
Town Clerk	TW-010	Claim for Damages / Claims Against the Town	Final Resolution + 5 years	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
Town Clerk	TW-011	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): ELECTRONICALLY FILED / DATABASE (Net File)	10 years	Statements filed electronically are required for 10 years; City maintains copies only; original statements are filed with FPPC; GC §81009(f)(g); GC §84615
Town Clerk	TW-012	FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): ALL FILED IN PAPER (DESIGNATED EMPLOYEES AND PUBLIC OFFICIALS)	7 years	Town maintains original statements; GC §81009(d)(e)(f)&(g)
Town Clerk	TW-013	FPPC Form 801 (Gift to Agency Report)	7 years	Must post on website; GC §81009(e)
Town Clerk	TW-014	FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)	7 years	Should post on website for 4 years; GC §81009(e)
Town Clerk	TW-015	FPPC Form 803 (Behested Payment Report)	7 years	GC §81009(e)
Town Clerk	TW-016	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years	Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards .</i>				
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years)</i>				
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods.</i>				
ELECTIONS (CONSOLIDATED)				
Town Clerk	TC-017	Campaign Filings (FPPC 400 Series Forms & Form 501): SUCCESSFUL CANDIDATES (Elected Officials)	P	Paper must be retained for at least 2 years; GC §81009(b)&(g)
Town Clerk	TC-018	Campaign Filings (FPPC 400 Series Forms, 501 Form): UNSUCCESSFUL CANDIDATES - PRIOR TO ELECTRONIC FILING	5 years	Paper must be retained for at least 2 years; GC §81009(b)&(g)
Town Clerk	TC-019	Campaign Filings (FPPC 400 Series Forms, 501 Form): UNSUCCESSFUL CANDIDATES, ELECTRONICALLY FILED - WITH or WITHOUT Committees	10 years	Campaign statements must be posted on the City's website within 72 hours and remain on line for 4 years; Statements filed electronically are required for 10 years; GC §81009(b)&(g); GC §84615
Town Clerk	TC-020	Campaign Filings (FPPC 400 Series Forms): THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK (copies)	4 years	Paper must be retained for at least 2 years; GC §81009(f)&(g)
Town Clerk	TC-021	Campaign Filings (FPPC 400 Series Forms): OTHER COMMITTEES (PACS - not candidate-controlled)	7 years	Paper must be retained for at least 2 years; GC §81009(c)&(g)
Town Clerk	TC-022	Elections - GENERAL, WORKING or ADMINISTRATION Files (Correspondence, Applications to fill a Vacancy on the Town Council, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, Polling Locations and Precinct Board Members, Notices, Postings, etc.)	Minimum 2 years	GC §34090
Town Clerk	TC-023	Elections - HISTORICAL Files (Copies of Sample Ballot, Copy of Resolution Declaring Results, etc.)	P	Department preference; GC §34090
Town Clerk	TC-024	Elections - Petitions (Initiative, Recall or Referendum) - IF SUFFICIENT	Results + 8 months	Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
Town Clerk	TC-025	Elections - Petitions (Initiative, Recall or Referendum) - IF INSUFFICIENT	Final Examination + 1 year after petition examination	Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400
(End of Elections Section)				
Town Clerk	TC-026	Ethics & Harassment Prevention Training Certificates for Town Council, Board and Commission Members & Employees	5 years	GC §§ 3105, 12946, 34090;; 53235.2(b); 53237.2(b)
Town Clerk	TC-027	Grand Jury Reports regarding Town Operations and Responses	5 years	Department preference; matches the retention of the Grand Jury; GC §34090

Office of Record (OFR)	Retention No.	Records Description	Total Retention	Comments / Reference
<i>If the record is not listed here, refer to the Retention for Town-Wide Standards .</i>				
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years)</i>				
HOLDS: <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods.</i>				
Town Clerk	TC-028	Historical Records, Photographs, & Historical Projects (e.g. Town Anniversaries, Incorporation, Town Seal, Awards of significant historical interest, Grand Openings, etc.)	P	Town Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090
Town Attorney	TC-029	Lawsuits / Litigation	Final Resolution + 5 years	Department Preference; Meets municipal government auditing standards; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090,
Town Clerk	TC-030	Minutes: Town Council & Town Council & Parks & Recreation Commission, Planning and Economic Development Commission	P	GC §34090(e)
Town Clerk	TC-031	Oath of Office / Appointments: Town Council, Commission & Committee Members, Employees	Separation + 6 years	Department Preference; Statute of Limitations: Public official misconduct is discovery of offense + 4 years, GC §§36507, 34090; PC §§801.5, 803(c); 29 USC 1113
Town Clerk	TC-032	Ordinances	P	GC §34090(e)
Town Clerk	TC-033	Permits from County / Federal Agreements for Forest Use, etc.	Expiration + 2 years	GC §34090
Town Clerk	TC-034	Proclamations / Commendations / Memoriums	2 years	GC §34090
Town Clerk	TC-035	Public Records Requests / Subpoenas Duces Tecum	2 years	GC §34090
Town Clerk	TC-036	Recorded Documents / Real Property: Deeds, Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases	P	GC §34090(a)
Town Clerk	TC-037	Recordings: Audio or Video of Town Council & Parks & Recreation Commission Meetings, Planning and Economic Development Commission; All Legislative Bodies of the Town	Minimum 10 years	Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7
Town Clerk	TC-038	Resident Petitions (submitted to Council on any subject - Dog Parks, Parking, Pickleball Courts, Traffic Calming, etc.) See Elections for Initiative, Recall or Referendum Petitions	1 year	Law requires 1 year for petitions; GC §50115
Town Clerk	TC-039	Resolutions: Town Council, Planning and Economic Development Commission	P	GC §34090(e)
Town Clerk	TC-040	Vehicle Titles ("Pink Slips")	Sale or Disposal	Given to Auction House / New Owner; GC §34090

TOWN COUNCIL STAFF REPORT

Title: Authorize a professional services agreement with TRB and Associates for building inspection, plan check, and related services.

Meeting Date: July 3, 2024

Prepared by: Tom Perry, Building Official

RECOMMENDATION:

Authorize a professional services agreement with TRB and Associates for building inspection, plan check, and related services as shown in Exhibit A of the agreement.

BACKGROUND/ANALYSIS:

Over the past 20 years, the Town has utilized outside plan check and inspection services to assist staff. The use of outside agencies is dependent on the varying level of development intensity here in the Town. The Town currently employs one (1) full-time building inspector and due to the current high level of development activity, and the expectation for the high level of activity to continue, there is a need for additional building inspector support. The proposed contract with TRB and Associates will provide for one (1) contract inspector to be available 40 hours per week through the end of December 2024, which aligns with the typical slow-down of the building season and the 1,000-hour cap on part-time/contract employees.

Staff will be recruiting an additional full-time building inspector in spring 2025.

The contract also allows the Town to use TRB and Associates for outside plan review, as needed. The Town has existing contracts with three other outside plan review firms and would only minimally use TRB and Associates for plan review.

FINANCIAL CONSIDERATIONS:

Building plan check and inspection services will be paid for using a portion of the building plan check fee paid by the applicant. Municipal Code Section 3.20.290.A.5 requires that contracts that exceed \$50,000 be approved by Town Council. It is expected that the contract with TRB and Associates will exceed \$50,000 (*estimated amount of \$107,000 based on the billing rate and the expected workload*) and are therefore requesting the Council approve the contract for an exceedance of the \$50,000 threshold.

LEGAL CONSIDERATIONS:

The Town Attorney has reviewed the attached consulting agreement.

TOWN OF MAMMOTH LAKES

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 3rd day of July, 2024, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite R, Mammoth Lakes, California, 93546 (“Town”) and TRB and Associates, a California corporation with its principal place of business at 4182 N. Viking Way, Suite 213, Long Beach, CA 90808 (“Consultant”). Town and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

Town desires to engage Consultant to render such professional building plan check and consulting services for the project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from July 3, 2024 to July 2, 2025 unless earlier terminated as provided herein. The Town shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than 3 additional one-year terms. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

3.2.5 Town's Representative. The Town hereby designates Tom Perry, Building Official, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the

total compensation due to Consultant under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Town Manager, Town's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Paul Armstrong, Technical Director, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

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

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

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

- (1) Additional Insured: Consultant agrees to endorse the third-party general liability coverage required herein to include as additional insureds Town, its officials, employees, agents, and volunteers, using standard ISO endorsement No. CG 2010 with an edition date of 2010 or similar form. This provision shall also apply to any excess/umbrella liability policies. Consultant also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.

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

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

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

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

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

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

such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

3.2.10.10 Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to the Town for review.

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

3.2.10.12 Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Town and approved of in writing.

3.2.10.13 Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's

limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

3.2.10.14 Timely Notice of Claims. Consultant shall give the Town prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred seven thousand dollars (\$107,000) for the initial term of this agreement, and shall not exceed one hundred thousand dollars (\$107,000) for each of the three renewal terms pursuant to Section 3.1.2 if Town opts to exercise some or all of its renewal options. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except in the event of a breach of Town's obligations hereunder, which remains uncured 30 days after Town's receipt of written notice from Consultant specifying alleged breach.

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

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

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

Consultant:	TRB and Associates 4182 N. Viking Way, Suite 213 Long Beach, CA 90808 ATTN: Paul Armstrong
Town:	Town of Mammoth Lakes PO Box 1609 437 Old Mammoth Road, Suite R Mammoth Lakes, CA 93546 ATTN: Tom Perry

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

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

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

3.5.6 Indemnification.

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

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

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

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

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

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

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

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

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

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

3.6 Subcontracting.

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

TOWN OF MAMMOTH LAKES

TRB AND ASSOCIATES

By: _____
Rob Patterson, Town Manager

By: _____
Todd Bailey, President

Attest:

By: _____
Todd Bailey, Secretary

By: _____
Jamie Gray
Town Clerk

Approved as to Form:

By: _____
Andrew Morris
Town Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Plan Check Services:

The consultant shall provide structural and non-structural plan review services and inspection services at the request of The Town of Mammoth Lakes Building Division. The consultant shall review plans for compliance with the current California Code of Regulations, Title 24, Part 1 thru 12 and The Town of Mammoth Lakes Local Ordinances. The consultant shall review the plans to assure that the structure(s) comply with acceptable engineering and design practices. The consultant shall communicate with the Town and incorporate any Town of Mammoth Lakes local ordinances and comments into the plan review.

All plan checks will include an overview of the application package for other applicable requirements such as approvals from other local agencies and districts. All plan checks will comply with the Town's directives, adopted codes and policies.

Consultant is responsible for all shipping and handling fees of plans, including but not limited to: Fed Ex, UPS, USPS, California Overnight, and DHL, and shall ship all plans for two-day delivery unless otherwise specified by the Building Division.

Consultant's plan check staff will meet, via phone or electronic mail, during work hours to discuss and clarify plan check issues with Town representatives, permit applicants or their representatives, including during preliminary or design stages. Resolution of code issues may also be accomplished by telephone, email or meetings prior to resubmitting corrected plans and documents. Any issues not resolved by the plan checker and the permittee or architect/engineer of record shall be referred to the Town Building Official for final interpretation. Consultant will inform the Town Building Official immediately if there are discrepancies noted between the applicant's estimate and the Town's or industry standards and practices.

Inspection Services:

If inspection services are provided, the consultant shall provide structural and non-structural inspection services at the request of The Town of Mammoth Lakes Building Division. The consultant shall inspect for compliance with the stamped approved plans based on the current California Code of Regulations, Title 24, Part 1 thru 12 and The Town of Mammoth Lakes Local Ordinances. The consultant shall communicate with The Town of Mammoth Lakes and incorporate any Town of Mammoth Lakes local ordinances and comments into the inspections.

EXHIBIT "B"
SCHEDULE OF SERVICES

Type of Projects*	Initial Review	Re-Check
New Single-Family Home	10 Working Days	5 Working Days
New Multi-Family	10 Working Days	6 Working Days
Residential Additions	10 Working Days	5 Working Days
New Commercial / Large Tenant Improvement	12 Working Days	8 Working Days
Commercial Additions / Remodels / Small Tenant Improvement	10 Working Days	5 Working Days
Large / Complex Projects	Negotiated with Town Staff	Negotiated with Town Staff

EXHIBIT "C"
COMPENSATION

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim.

Plan review fees are calculated as a percentage of the total plan review fee collected by the Town, at the rates noted in the schedule below. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans will be billed based upon the hourly rates set forth below. All plan reviews performed on a fixed fee basis are subject to a minimum \$250 fee.

Turnaround Timeframe* (in business days)	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard: - 7-10 days first check - 5 days rechecks	45%	45%	65%
Expedited** - 5-7 days first check - 5 days rechecks	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

The following billing rates apply for services rendered on an hourly basis:

<u>Position</u>	<u>Hourly Rate</u>
Principal / Director	\$185.00
Project Manager	\$155.00
Building Official	\$155.00
Assistant Project Manager	\$145.00
Analyst	\$100.00
Supervising Plan Review Engineer / Architect	\$150.00
Senior Plan Review Engineer / Architect	\$140.00
Senior Plans Examiner (Building & Fire)	\$130.00
Plan Review Engineer/Architect	\$120.00
Plans Examiner (Building & Fire)	\$110.00
Engineering Technician	\$100.00
Intern Plans Examiner	\$ 70.00
Permit Technician	\$ 65.00 - 85.00
Clerical/Admin	\$ 60.00
Geotechnical Engineer	\$215.00
Fire Protection Engineer	\$195.00
CASp Certified Inspector/Examiner	\$140.00
Grading/Storm Water Plan Review Engineer	\$185.00
QSP Storm Water Inspector	\$185.00
Oil Field Services Coordinator	\$140.00
Supervising Inspector*	\$150.00
Senior Inspector*	\$140.00
Inspector*	\$110.00
Intern Inspector*	\$ 90.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- Reimbursement for non-Town vehicles used in connection with the work will be at the current IRS mileage rate plus 15%.
- Inspector Rates apply to both Building and Code Enforcement Inspectors.
- *Housing costs would generally be covered by the Town. TRB to provide the inspector and vehicle. 6-month schedule (5 days per week full-time). Terms subject to negotiation.

The above Schedule is valid through December 31, 2024 at least one (1) year from the effective date of the contract and may be thereafter modified to account for CPI changes, as set forth above.

TOWN COUNCIL STAFF REPORT

Title: Approve a professional services agreement with Placemate to implement and manage the Lease to Locals program.

Meeting Date: July 3, 2024

Prepared by: Nolan Bobroff, Community and Economic Development Director

RECOMMENDATION:

Approve a professional services agreement with Placemate to implement and manage the Lease to Locals program

BACKGROUND:

The Lease to Locals program aims to connect tenants with property owners who wish to lease their property on a seasonal (5-11 months) to long-term (12+ months) basis in exchange for a financial subsidy from the Town that is in addition to the rental revenue that the owner will collect.

An overview of the program was presented to the Town Council in May and June 2024, and Town Council directed staff to return with a contract at a future meeting.¹

The total year-1 cost of the program is estimated to be \$425,000, of which \$320,000 will be used for subsidies that are paid directly to the property owners and \$105,000 will be paid to Placemate for the administration, implementation, and marketing of the program. Upon a funding recommendation from Placemate for an approved unit, the Town will issue 50% of the subsidy payment directly to the property owner upon verification that the tenants have moved-in and then will issue the remaining 50% of the subsidy payment at the end of the lease. Property owners can only receive a subsidy one-time per property.

Staff continue to work with Placemate to refine the program guidelines and anticipate bringing back the guidelines for approval at the July 17, 2024 Town Council meeting. Placemate would then be in a position to launch the program shortly thereafter.

FINANCIAL CONSIDERATIONS:

The Town Council set aside \$450,000 for the program during the FY 23/24 – 2nd Quarter budget presentation. This funding will cover the initial year of operating the program.

LEGAL CONSIDERATIONS:

The Town Attorney has reviewed the attached agreement and will work with staff and Placemate to finalize the agreement.

¹ May 1, 2024 Town Council Presentation

<https://pub-townofmammothlakes.escribemeetings.com/filestream.ashx?DocumentId=36085>

June 19, 2024 Town Council Report

<https://pub-townofmammothlakes.escribemeetings.com/filestream.ashx?DocumentId=36659>

TOWN OF MAMMOTH LAKES

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 3rd day of July, 2024, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite R, Mammoth Lakes, California, 93546 (“Town”) and Placemate, a California benefit corporation, with its principal place of business at 10266 Truckee Airport Road, Suite C, Truckee, CA 96161 (“Consultant”). Town and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

Town desires to engage Consultant to render such professional housing consulting services for the administration, implementation, and marketing of the Lease to Locals program (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from July 3, 2024 to July 2, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Town Manager, Town's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Chase Janvrin, General Manager, or his/her designee, to act as its representative for the performance of this Agreement (“Consultant's Representative”). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

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

- (1) Additional Insured: Consultant agrees to endorse the third party general liability coverage required herein to include as additional insureds Town, its officials, employees, agents, and volunteers, using standard ISO endorsement No. CG 2010 with an edition date of 2010 or similar form. This provision shall also apply to any excess/umbrella liability policies. Consultant also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.

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

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

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

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

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

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

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

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

3.2.10.10 Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to the Town for review.

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

3.2.10.12 Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Town and approved of in writing.

3.2.10.13 Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

3.2.10.14 Timely Notice of Claims. Consultant shall give the Town prompt and timely notice of claims made or suits instituted that arise out of or result from

Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation paid to the Consultant shall not exceed One-Hundred and Five Thousand (\$105,000) without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

3.3.5 Rate Increases. The rates set forth in Exhibit "A" shall be binding upon Consultant throughout the term of this Agreement.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof,

at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except in the event of a breach of Town’s obligations hereunder, which remains uncured 30 days after Town’s receipt of written notice from Consultant specifying alleged breach.

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

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

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

Consultant: Placemate
10266 Truckee Airport Road, Suite C
Truckee, CA 96161
ATTN: Chase Janvrin, General Manager

Town: Town of Mammoth Lakes
PO Box 1609
437 Old Mammoth Road, Suite R
Mammoth Lakes, CA 93546
ATTN: Nolan Bobroff, Community and Economic
Development Director

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all

subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

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

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

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

3.5.6 Indemnification.

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

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

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

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

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

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

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

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

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, directors, officers, employees, agents, and volunteers except as otherwise

specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

authority to make this Agreement and bind each respective Party.

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

3.6 Subcontracting.

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

TOWN OF MAMMOTH LAKES

PLACEMATE

By: _____
Bill Sauser, Mayor

By: _____
Colin Frolich, President

Attest:

By: _____
Victoria Frolich, Vice President

By: _____
Jamie Gray, Town Clerk

Approved as to Form:

By: _____
Andrew Morris, Town Attorney

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

SCOPE OF SERVICES

To: Nolan Bobroff
Community & Economic Development Director
Town of Mammoth Lakes
Ph: (760) 965-3631
nbobroff@townofmammothlakes.ca.gov

From: Chase Janvrin
General Manager - Placemate
(530) 213-3093 x701
chase@placemate.com
10266 Truckee Airport Road, Suite C
Truckee CA 96161

Date: June 21, 2024

Re: Scope of Work for Lease to Locals Program

The Lease to Locals Program was created to assist local jurisdictions and housing organizations in achieving the goal of increasing the inventory of rental homes available for moderate-income households working in their region. The program primarily uses an incentive of a one-time cash grant to encourage property owners to convert their underutilized vacation homes and short-term rentals into longer-term rentals for locally employed households.

Scope of Work

The following outlines the tasks that Placemate will complete to help administer the Lease to Locals Program for the Town of Mammoth Lakes.

Task 1: Program Qualification for Property Owners

Services provided to Property Owners:

- (1) Placemate will assist Property Owners with qualification requirements for the Lease to Locals program and be their point of contact through the process of securing the incentive.
- (2) For Property Owners who want to work with a Property Manager or find their own Tenants, Placemate will make reasonable efforts to ensure the Property Owner will qualify for the incentive by helping them or the Property Manager follow all of the requirements of the program

Task 2: Property Listing and Tenant Matching

Placemate will allow Property Owners and Property Managers to self-list their properties for free on Placemate's website, which includes a unique URL with photos, property attributes, property description, and a way for interested and qualified local Tenants to

contact the Property Owner. Placemate will allow local Tenants to complete and update a renter profile that includes attributes such as gross income, employer name and location, and desired rental type(s).

Task 3: Program Marketing

Placemate will market the program to make sure the messaging is clear and understood, and reaches the target audience of Property Owners. These marketing activities will include a dedicated program phone number, building a custom webpage to entice and educate Property Owners about the incentive program and how they can qualify, and to provide an easy way for them to get in contact with a Placemate representative. Placemate will also purchase and manage print advertisements to reach the target Property Owner audience including but not limited to postcard mailers, advertisements in local media outlets, and other channels.

Task 4: Customer Service and Outreach

Placemate will respond to all inbound inquiries (from Property Owners, Property managers, and Tenants) via web, email, and phone, and compile feedback to use for modifications of the Program.

Task 5: Program Payments, Reporting, and Compliance

(a) Program Compliance: To process the grants, Placemate will provide the Town of Mammoth Lakes with:

- Signed copy of the lease agreement, signed by Property Owner/manager and Tenant(s)
- Signed application between the Property Owner and the Town of Mammoth Lakes
- W9 from the Property Owner
- Employment and Income documentation from Qualified Tenant(s)

(b) Property Owner Payments

The Town of Mammoth Lakes will pay Property Owners half of the grant amount following lease start date (after Program application verification by Mammoth Lakes staff) and the other half of the grant upon completion of the lease, or one year, whichever occurs first.

(c) Compliance:

Placemate will conduct a six-month lease compliance check for all leases of 12+ months, and at the one-year mark (or end of lease term, whichever occurs first) for all leases, to determine and report to the Town of Mammoth Lakes if the Property Owner qualifies for the second grant installment payment and if they intend to renew with the Tenants.

(d) Reporting

Placemate will meet with Mammoth Lakes staff each month to review progress and provide an update to the Mammoth Lakes Town Council once a year, if requested.

Program Budget (July 3, 2024 — July 2, 2025)

Administration Fee: \$97,500

- One time set up fee of \$7,500
- Monthly fee of \$7,500/mo for 12 months

Marketing/Advertising Costs: \$7,500

- Reimbursement included with monthly invoice from Placemate

About Placemate

Placemate was founded in March 2019 in Truckee, California with the mission of creating a trust-based marketplace for locals-focused housing in tourist towns. Through their online platform, they connect local Tenants with homeowners who have underutilized properties available for rent, and partner with local governments on programs to incentivize Property Owners to convert their units into seasonal and long-term rentals for locals. They currently operate these programs, known as Lease to Locals, in tourist towns across California, Idaho, Colorado, Vermont, and Massachusetts and have converted hundreds of units into new long-term rentals for local employees.

Report Criteria:

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

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
A T & T								
06/13/2024	111119	05/24-2490	1447	A T & T	100-420-43404	05/24-PD	71.86	06/24
06/13/2024	111119	05/24-8983	1447	A T & T	100-416-43404	05/24-TOWN	21.07	06/24
Total A T & T:							92.93	
AMERIGAS								
06/13/2024	111120	609255534	6982	AMERIGAS	100-434-43404	MERIDIAN CT i101	36.00	06/24
06/13/2024	111120	3164836747/20	6982	AMERIGAS	100-438-43404	05/24-POOL	1,096.64	06/24
06/13/2024	111120	3164926716/20	6982	AMERIGAS	100-420-43404	05/24-PD	1,077.74	06/24
06/13/2024	111120	3164940967/20	6982	AMERIGAS	100-475-43404	05/24-TRANSIT	27.85	06/24
06/13/2024	111120	3164940971/20	6982	AMERIGAS	100-464-43404	05/24-TAVERN A3	73.88	06/24
06/13/2024	111120	3164940978/20	6982	AMERIGAS	210-450-43404	05/24-PWM	2,876.68	06/24
06/13/2024	111120	31649668424/2	6982	AMERIGAS	100-464-43404	05/24-MERIDIAN CT I10	77.46	06/24
Total AMERIGAS:							5,266.25	
ANDREW J. MORRIS, ATTORNEY AT LAW								
06/13/2024	61324100	MAY 2024	10439	ANDREW J. MORRIS, A	100-460-43031	05/24-PWE	9,603.50	06/24
Total ANDREW J. MORRIS, ATTORNEY AT LAW:							9,603.50	
AT&T MOBILITY								
06/13/2024	111121	287311715401	8453	AT&T MOBILITY	100-420-43404	MAY 2024-PD MIFI	75.93	06/24
06/13/2024	111121	287292078320	8453	AT&T MOBILITY	100-416-43404	MAY 2024-REC MIFI	40.74	06/24
Total AT&T MOBILITY:							116.67	
AUTOLIFT								
06/13/2024	111122	24563	19673	AUTOLIFT	910-456-43031	ANNUAL VEHICLE LIFT	10,650.00	06/24
06/13/2024	111122	24564	19673	AUTOLIFT	210-454-43031	AIR COMPRESSOR	21,136.84	06/24
Total AUTOLIFT:							31,786.84	
AVCOM COMPANY								
06/13/2024	61324101	06010624	6453	AVCOM COMPANY	220-471-43031	ANNUAL INSPECTION	969.00	06/24
Total AVCOM COMPANY:							969.00	
BEST BEST & KRIEGER								
06/13/2024	61324102	996331	33	BEST BEST & KRIEGER	100-412-43031	APRIL 2024	69.67	06/24
Total BEST BEST & KRIEGER:							69.67	
BISHOP AUTOMOTIVE CENTER								
06/13/2024	61324103	1-71833	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	840.45	06/24
06/13/2024	61324103	1-71951	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	3,867.20	06/24
06/13/2024	61324103	1-71979	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	4,583.47	06/24
Total BISHOP AUTOMOTIVE CENTER:							9,291.12	
BISHOP VOLUNTEER FIRE DEPT ASSOC								
06/13/2024	111123	REGISTRATIO	19676	BISHOP VOLUNTEER	100-420-43150	ARSON TASK FORCE	75.00	06/24

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total BISHOP VOLUNTEER FIRE DEPT ASSOC:							75.00	
BLACK POINT LLC								
06/13/2024	111124	TOMLF150521	18912	BLACK POINT LLC	915-570-48100	PARTS	11,300.58	06/24
Total BLACK POINT LLC:							11,300.58	
CALIFORNIA CONSULTING, INC.								
06/13/2024	61324104	6883	19212	CALIFORNIA CONSULT	100-416-43031	JUNE 2024-GRANT WR	4,250.00	06/24
Total CALIFORNIA CONSULTING, INC.:							4,250.00	
CAL-VALLEY EQUIPMENT, INC								
06/13/2024	111125	1313465	9082	CAL-VALLEY EQUIPME	910-000-13003	PARTS	191.82	06/24
Total CAL-VALLEY EQUIPMENT, INC:							191.82	
DANA SAFETY SUPPLY, INC.								
06/13/2024	111126	910892	19675	DANA SAFETY SUPPLY	910-000-13003	PARTS	444.47	06/24
Total DANA SAFETY SUPPLY, INC.:							444.47	
DESIGNS UNLIMITED SCREEN PRINTS								
06/13/2024	111127	28316	63	DESIGNS UNLIMITED	100-434-42006	LIFEGUARD LOGO	573.81	06/24
Total DESIGNS UNLIMITED SCREEN PRINTS:							573.81	
DG CONSTRUCTION								
06/13/2024	61324105	PROGRESS P	19427	DG CONSTRUCTION	300-531-43031	DOG PARK	108,255.88	06/24
Total DG CONSTRUCTION:							108,255.88	
DIAMONDBACK AUTOMOTIVE ACCES., INC								
06/13/2024	111128	136892	19672	DIAMONDBACK AUTO	910-000-13003	PARTS	5,653.64	06/24
Total DIAMONDBACK AUTOMOTIVE ACCES., INC:							5,653.64	
DIMAS, JESUS								
06/13/2024	111129	06/09/24	18507	DIMAS, JESUS	210-450-42030	MEAL ALLOWANCE	115.00	06/24
Total DIMAS, JESUS:							115.00	
DIY HOME CENTER								
06/13/2024	111130	132444	5476	DIY HOME CENTER	210-456-42007	MAINT SUPPLIES	8.11	06/24
06/13/2024	111130	132715	5476	DIY HOME CENTER	100-464-43031	MAINT SUPPLIES	24.87	06/24
Total DIY HOME CENTER:							32.98	
EMANUELS JONES AND ASSOCIATES LLC								
06/13/2024	111131	F24 06 07	19350	EMANUELS JONES AN	100-416-43031	JUNE 2024 - LOBBYIN	3,350.00	06/24
Total EMANUELS JONES AND ASSOCIATES LLC:							3,350.00	
ESTA								
06/13/2024	111132	240529-01	7884	ESTA	100-475-43031	05/06-05/19/24-JOB SH	967.50	06/24
06/13/2024	111132	240605-02	7884	ESTA	100-475-43031	JOB SHARE 05/20-06/0	2,780.68	06/24
06/13/2024	111132	240606-01	7884	ESTA	100-475-43031	MAY-ROUTE HRS	93,931.51	06/24

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total ESTA:							97,679.69	
FEDERAL EXPRESS CORP								
06/13/2024	111133	8-516-63699	717	FEDERAL EXPRESS C	100-420-42005	SHIPPING CHGS	42.52	06/24
Total FEDERAL EXPRESS CORP:							42.52	
FRONTIER COMMUNICATIONS								
06/13/2024	111134	05/24-7493	10869	FRONTIER COMMUNIC	100-416-43404	05/24-TOWN	75.63	06/24
Total FRONTIER COMMUNICATIONS:							75.63	
GENTILE-CRARY, BARBARA								
06/13/2024	111135	BT 8306/2024	18997	GENTILE-CRARY, BAR	001-000-10760	BT REIMB	188.30	06/24
Total GENTILE-CRARY, BARBARA:							188.30	
GLADWELL GOVERNMENTAL SVCS, INC.								
06/13/2024	111136	5497	19670	GLADWELL GOVERNMENTAL SVCS, INC.	100-413-43031	RECORDS RETENTIO	4,640.00	06/24
Total GLADWELL GOVERNMENTAL SVCS, INC.:							4,640.00	
HEILMAN, JASON								
06/13/2024	111137	05/27-05/31/24	18174	HEILMAN, JASON	100-420-43150	PER DIEM	313.00	06/24
06/13/2024	111137	06/09-06/13/24	18174	HEILMAN, JASON	100-420-43150	PER DIEM	313.00	06/24
Total HEILMAN, JASON:							626.00	
HIGH COUNTRY LUMBER								
06/13/2024	111138	53901	830	HIGH COUNTRY LUMB	210-450-42022	MAINT SUPPLIES	8.18	06/24
06/13/2024	111138	54335	830	HIGH COUNTRY LUMB	858-436-42007	MAINT SUPPLIES	4.30	06/24
06/13/2024	111138	54708	830	HIGH COUNTRY LUMB	220-471-42007	MAINT SUPPLIES	62.53	06/24
06/13/2024	111138	54733	830	HIGH COUNTRY LUMB	858-436-42007	MAINT SUPPLIES	12.90	06/24
Total HIGH COUNTRY LUMBER:							87.91	
HORIZON CALIFORNIA PUBLICATIONS, INC.								
06/13/2024	61324106	300338179	6100	HORIZON CALIFORNIA	300-531-43031	05/24-ROAD & MUP RE	450.00	06/24
Total HORIZON CALIFORNIA PUBLICATIONS, INC.:							450.00	
JIM CHARLON FORD, INC.								
06/13/2024	111139	64401	19138	JIM CHARLON FORD, I	910-000-13003	PARTS	163.71	06/24
06/13/2024	111139	64483	19138	JIM CHARLON FORD, I	910-000-13003	PARTS	82.59	06/24
Total JIM CHARLON FORD, INC.:							246.30	
JPB DESIGNS INC.								
06/13/2024	111140	PROGRESS P	19678	JPB DESIGNS INC.	300-531-43031	COMMUNITY CHILDCA	375,155.00	06/24
Total JPB DESIGNS INC.:							375,155.00	
KIMBALL-MIDWEST								
06/13/2024	111141	102204068	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	234.90	06/24
06/13/2024	111141	102237274	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	30.17	06/24
06/13/2024	111141	102243217	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	108.66	06/24
06/13/2024	111141	102252152	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	231.99	06/24

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
06/13/2024	111141	102254927	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	694.58	06/24
06/13/2024	111141	102277370	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	1,390.73	06/24
06/13/2024	111141	102279293	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	173.43	06/24
06/13/2024	111141	102279373	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	50.81	06/24
Total KIMBALL-MIDWEST:							2,915.27	
KNORR SYSTEMS, INC								
06/13/2024	61324107	236469	18390	KNORR SYSTEMS, INC	100-434-42008	RACING LANE LINE	3,630.45	06/24
Total KNORR SYSTEMS, INC:							3,630.45	
KURNIK PROPERTIES, LLC								
06/13/2024	111142	JUNE 2024	19406	KURNIK PROPERTIES,	210-450-43031	EQUIPMENT STORAG	438.00	06/24
Total KURNIK PROPERTIES, LLC:							438.00	
MAMMOTH CHEVRON INC.								
06/13/2024	111143	14180	2812	MAMMOTH CHEVRON	100-420-43031	CAR WASH	28.00	06/24
Total MAMMOTH CHEVRON INC.:							28.00	
MAMMOTH CLUB VOLLEYBALL								
06/13/2024	111144	2024 TONY C	10785	MAMMOTH CLUB VOL	100-432-42030	SCHOLARSHIP REIMB	1,607.50	06/24
Total MAMMOTH CLUB VOLLEYBALL:							1,607.50	
MAMMOTH COMMUNITY WATER DISTRICT								
06/13/2024	111145	INV00000342	308	MAMMOTH COMMUNI	300-531-43031	PLAN CHECK FEE ME	10,665.00	06/24
Total MAMMOTH COMMUNITY WATER DISTRICT:							10,665.00	
MAMMOTH COMMUNITY WATER DISTRICT UTILIT								
06/13/2024	111146	05/24-7981	97	MAMMOTH COMMUNI	100-475-43404	05/24-TRANSIT	160.93	06/24
Total MAMMOTH COMMUNITY WATER DISTRICT UTILIT:							160.93	
MAMMOTH LAKES CHAMBER OF COMMERCE								
06/13/2024	61324108	4205	2279	MAMMOTH LAKES CH	100-420-43110	4th OF JULY PARADE	290.00	06/24
Total MAMMOTH LAKES CHAMBER OF COMMERCE:							290.00	
MAMMOTH LAKES SWIM TEAM								
06/13/2024	111147	2024 COLASA	1276	MAMMOTH LAKES SWI	100-432-44310	T. COLASARDO SCHO	3,477.50	06/24
06/13/2024	111147	2024 YOUTH S	1276	MAMMOTH LAKES SWI	100-432-44310	2024 FUNDING AWARD	6,655.00	06/24
Total MAMMOTH LAKES SWIM TEAM:							10,132.50	
MAMMOTH MOUNTAIN SKI AREA								
06/13/2024	61324109	2201-001479	330	MAMMOTH MOUNTAIN	210-450-43031	SNOW MELT 01/26-03/	1,368.31	06/24
Total MAMMOTH MOUNTAIN SKI AREA:							1,368.31	
MAVERICK SIGNS AND GRAPHICS								
06/13/2024	111148	4329	5898	MAVERICK SIGNS AND	100-420-43120	SIGNAGE	495.65	06/24
Total MAVERICK SIGNS AND GRAPHICS:							495.65	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
MCW CONSTRUCTION INC.								
06/13/2024	111149	22405-01	18116	MCW CONSTRUCTION	300-531-43031	CRC PLAYGROUND SI	17,014.00	06/24
Total MCW CONSTRUCTION INC.:							17,014.00	
MISSION LINEN SUPPLY, INC								
06/13/2024	111150	521708037	6482	MISSION LINEN SUPPL	210-454-42006	UNIFORM	171.50	06/24
06/13/2024	111150	521727837	6482	MISSION LINEN SUPPL	100-464-42007	MAINT SUPPLIES	109.15	06/24
06/13/2024	111150	521730947	6482	MISSION LINEN SUPPL	100-464-42007	MAINT SUPPLIES	176.99	06/24
Total MISSION LINEN SUPPLY, INC:							457.64	
MOLINA JANITORIAL SERVICE								
06/13/2024	111151	6829	8617	MOLINA JANITORIAL S	220-471-43031	MAY 2024	1,022.94	06/24
Total MOLINA JANITORIAL SERVICE:							1,022.94	
MOUNTAIN SHADOWS HOMEOWNERS' ASSOC								
06/13/2024	111152	JUNE 2024-D8	19168	MOUNTAIN SHADOWS	100-464-43404	06/24-MS17952 UNIT 8	363.45	06/24
Total MOUNTAIN SHADOWS HOMEOWNERS' ASSOC:							363.45	
MULFORD, ANDREW								
06/13/2024	111153	04/29-05/03/24	18764	MULFORD, ANDREW	215-511-43150	PER DIEM	230.00	06/24
Total MULFORD, ANDREW:							230.00	
OLD DOMINION BRUSH								
06/13/2024	111154	9003647	4011	OLD DOMINION BRUS	910-000-13003	PARTS	5,207.51	06/24
Total OLD DOMINION BRUSH:							5,207.51	
OPTIMUM BUSINESS								
06/13/2024	111155	JUNE 2024-A3	10002	OPTIMUM BUSINESS	100-464-43404	06/24-TAVERN RD A3	125.31	06/24
06/13/2024	111155	JUNE 2024-P	10002	OPTIMUM BUSINESS	210-456-43404	06/24-PWM	133.04	06/24
Total OPTIMUM BUSINESS:							258.35	
PERRY MOTORS, INC.								
06/13/2024	111156	159806	499	PERRY MOTORS, INC.	910-000-13003	PARTS	394.22	06/24
Total PERRY MOTORS, INC.:							394.22	
PLEXUSGLOBAL								
06/13/2024	111157	17345	18747	PLEXUSGLOBAL	100-417-43140	DOT	101.00	06/24
Total PLEXUSGLOBAL:							101.00	
SAFETY-KLEEN SYSTEMS, INC								
06/13/2024	111158	94634611	2313	SAFETY-KLEEN SYSTE	910-456-43031	HAZARDOUS MATERIA	260.00	06/24
Total SAFETY-KLEEN SYSTEMS, INC:							260.00	
SIERRA AUTO BODY WORKS								
06/13/2024	111159	C036CB96	19324	SIERRA AUTO BODY W	220-471-43031	2007 ARFF TRUCK	4,477.00	06/24
Total SIERRA AUTO BODY WORKS:							4,477.00	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
SIERRA BUSINESS PARK OWNERS ASSOC.								
06/13/2024	111160	JUNE 2024	18782	SIERRA BUSINESS PA	205-490-43404	LOT 36 & 37	1,701.22	06/24
Total SIERRA BUSINESS PARK OWNERS ASSOC.:							<u>1,701.22</u>	
SILVER STATE INTERNATIONAL TRUCKS								
06/13/2024	61324110	X201143560:01	35	SILVER STATE INTERN	910-000-13003	PARTS	815.39	06/24
06/13/2024	61324110	X201143801:01	35	SILVER STATE INTERN	910-000-13003	PARTS	228.97-	06/24
06/13/2024	61324110	X201143826:01	35	SILVER STATE INTERN	910-000-13003	PARTS	1,807.32	06/24
06/13/2024	61324110	X201143843:01	35	SILVER STATE INTERN	910-000-13003	PARTS	65.32	06/24
Total SILVER STATE INTERNATIONAL TRUCKS:							<u>2,459.06</u>	
STEELE, FLYNN								
06/13/2024	111161	LIVESCAN	19674	STEELE, FLYNN	100-417-43140	LIVESCAN	35.00	06/24
Total STEELE, FLYNN:							<u>35.00</u>	
STEVE'S AUTO & TRUCK PARTS								
06/13/2024	111162	112140	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	59.67	06/24
06/13/2024	111162	112217	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	37.25	06/24
06/13/2024	111162	112218	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	31.78	06/24
06/13/2024	111162	112220	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	63.68	06/24
06/13/2024	111162	112365	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	32.36	06/24
06/13/2024	111162	112486	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	87.28-	06/24
06/13/2024	111162	112493	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	81.67	06/24
06/13/2024	111162	112494	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	423.19	06/24
06/13/2024	111162	112514	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	185.44	06/24
06/13/2024	111162	112571	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	47.11	06/24
06/13/2024	111162	112680	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	257.52	06/24
06/13/2024	111162	113082	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	257.52-	06/24
06/13/2024	111162	113083	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	47.11-	06/24
06/13/2024	111162	113224	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	369.08	06/24
06/13/2024	111162	113296	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	8.34	06/24
06/13/2024	111162	622383	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	40.77	06/24
06/13/2024	111162	113592	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	96.96	06/24
06/13/2024	111162	113656	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	822.89	06/24
06/13/2024	111162	113678	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	116.37-	06/24
Total STEVE'S AUTO & TRUCK PARTS:							<u>2,049.43</u>	
THOMAS PETROLEUM, LLC								
06/13/2024	61324111	304224	7891	THOMAS PETROLEUM	910-000-13001	FUEL	479.22	06/24
Total THOMAS PETROLEUM, LLC:							<u>479.22</u>	
Grand Totals:							<u><u>738,872.16</u></u>	

Signature:	NOLAN BOBROFF	<u><i>Nolan Bobroff</i></u>	Date	<u>6-13-24</u>
Signature:	JAMIE GRAY	<u><i>Jamie Gray</i></u>	Date	<u>6/13/24</u>
Signature:	STEPHANIE TRUJILLO	<u><i>Stephanie Trujillo</i></u>	Date	<u>6/13/24</u>

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Report Criteria:

Report type: Invoice detail
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Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
AMERIGAS								
06/19/2024	111183	3164928425/20	6982	AMERIGAS	100-416-43404	05/24-TOWN (S)	16.99	06/24
06/19/2024	111183	3164928426/20	6982	AMERIGAS	100-416-43404	05/24-TOWN (Y)	13.22	06/24
06/19/2024	111183	3164928430/20	6982	AMERIGAS	100-416-43404	05/24-TOWN (R)	13.22	06/24
06/19/2024	111183	3164928434/20	6982	AMERIGAS	100-416-43404	05/24-TOWN (T)	138.15	06/24
06/19/2024	111183	3164928437/20	6982	AMERIGAS	100-416-43404	05/24-TOWN (U)	53.80	06/24
06/19/2024	111183	3164928440/20	6982	AMERIGAS	100-416-43404	05/24-TOWN (T)	59.17	06/24
06/19/2024	111183	3164928443/20	6982	AMERIGAS	100-416-43404	05/24-SUITE Z	82.04	06/24
06/19/2024	111183	3165000162/20	6982	AMERIGAS	858-436-43404	05/24-CRC	357.61	06/24
06/19/2024	111183	3165000341/20	6982	AMERIGAS	220-471-43404	05/24-HANGAR	13.22	06/24
Total AMERIGAS:							747.42	
AT&T DOJ LINE								
06/19/2024	111184	000021793162	18336	AT&T DOJ LINE	100-420-43031	MAY 2024	874.44	06/24
Total AT&T DOJ LINE:							874.44	
AVIATION INSIGHTS, LLC								
06/19/2024	61924100	16	19188	AVIATION INSIGHTS, L	220-471-43031	APRIL-MAY 2024	7,472.76	06/24
Total AVIATION INSIGHTS, LLC:							7,472.76	
BRANDLEY ENGINEERING, INC.								
06/19/2024	61924101	11092	3443	BRANDLEY ENGINEER	220-531-43031	APRIL 2024-MMH ARFF	47,501.96	06/24
06/19/2024	61924101	11076	3443	BRANDLEY ENGINEER	220-531-43031	MMH PARKING LOT DE	24,268.99	06/24
Total BRANDLEY ENGINEERING, INC.:							71,770.95	
BUSWEST								
06/19/2024	111185	XA400088267:	7396	BUSWEST	910-000-13003	PARTS	121.00	06/24
Total BUSWEST:							121.00	
CALIFORNIA JOINT POWERS INSURANCE AUTHOR								
06/19/2024	111186	PROP02438	7431	CALIFORNIA JOINT PO	100-416-43106	2024/25 PROPERTY IN	286,068.00	06/24
Total CALIFORNIA JOINT POWERS INSURANCE AUTHOR:							286,068.00	
CANON FINANCIAL SERVICES, INC								
06/19/2024	61924102	32762437	19353	CANON FINANCIAL SE	100-416-46010	JUNE 2024	329.28	06/24
Total CANON FINANCIAL SERVICES, INC:							329.28	
CASELLE INC.								
06/19/2024	111187	14062024-005	10606	CASELLE INC.	100-415-43150	REGISTRATION	595.00	06/24
Total CASELLE INC.:							595.00	
COLANTUONO, HIGHSMITH & WHATLEY, PC								
06/19/2024	61924103	60665	18736	COLANTUONO, HIGHS	100-480-43031	MAY 2024 MAIN ST TA	743.00	06/24
06/19/2024	61924103	60666	18736	COLANTUONO, HIGHS	100-480-43031	MAY 2024-GENERAL	560.00	06/24

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total COLANTUONO, HIGHSMITH & WHATLEY, PC:							1,303.00	
CRAFCO INC.								
06/19/2024	111188	9403186576	10398	CRAFCO INC.	220-471-42007	MAINT SUPPLIES	426.21	06/24
Total CRAFCO INC.:							426.21	
CURTIS, RANDOL & COHEN, MELISSA								
06/19/2024	111189	HANGAR LEA	19425	CURTIS, RANDOL & C	001-000-10750	HANGAR LEASE REFU	255.36	06/24
Total CURTIS, RANDOL & COHEN, MELISSA:							255.36	
DEAN'S PLUMBING & HEATING, INC.								
06/19/2024	111190	56962	2410	DEAN'S PLUMBING &	100-464-43031	AC ADMIN BUILDING	128.95	06/24
Total DEAN'S PLUMBING & HEATING, INC.:							128.95	
DESIGNS UNLIMITED SCREEN PRINTS								
06/19/2024	111191	27861	63	DESIGNS UNLIMITED	210-452-42006	UNIFORM	140.00	06/24
Total DESIGNS UNLIMITED SCREEN PRINTS:							140.00	
DIY HOME CENTER								
06/19/2024	111192	127695	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	23.23	06/24
06/19/2024	111192	127735	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	91.22	06/24
06/19/2024	111192	127789	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	22.29	06/24
06/19/2024	111192	127795	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	92.87	06/24
06/19/2024	111192	127805	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	41.43	06/24
06/19/2024	111192	127809	5476	DIY HOME CENTER	100-420-42007	MAINT SUPPLIES	34.87	06/24
06/19/2024	111192	128392	5476	DIY HOME CENTER	100-464-42003	MAINT SUPPLIES	23.26	06/24
06/19/2024	111192	130021	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	27.12	06/24
06/19/2024	111192	131960	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	61.02	06/24
06/19/2024	111192	132004	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	13.85	06/24
06/19/2024	111192	132229	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	10.66	06/24
06/19/2024	111192	132331	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	39.39	06/24
06/19/2024	111192	132449	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	27.25	06/24
06/19/2024	111192	132558	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	21.32	06/24
06/19/2024	111192	132575	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	9.01	06/24
06/19/2024	111192	132602	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	69.76	06/24
06/19/2024	111192	132605	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	6.78	06/24
06/19/2024	111192	133010	5476	DIY HOME CENTER	210-450-42022	MAINT SUPPLIES	31.01	06/24
06/19/2024	111192	133071	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	34.90	06/24
06/19/2024	111192	133209	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	54.24	06/24
06/19/2024	111192	133242	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	14.54	06/24
06/19/2024	111192	133486	5476	DIY HOME CENTER	100-420-42007	MAINT SUPPLIES	17.44	06/24
Total DIY HOME CENTER:							767.46	
EMANUELS JONES AND ASSOCIATES LLC								
06/19/2024	111193	F24-05-07	19350	EMANUELS JONES AN	100-416-43031	MAY 2024	3,425.00	06/24
Total EMANUELS JONES AND ASSOCIATES LLC:							3,425.00	
ESTA								
06/19/2024	111194	240618-02	7884	ESTA	100-475-43031	05/20-06/02/24 JOB SH	2,433.07	06/24

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total ESTA:							2,433.07	
FRONTIER COMMUNICATIONS								
06/19/2024	111195	05/24-3636	10869	FRONTIER COMMUNIC	100-420-43404	05/24-PD	265.43	06/24
Total FRONTIER COMMUNICATIONS:							265.43	
GABELLE FAMILY TRUST								
06/19/2024	111196	VAR 22-002	19679	GABELLE FAMILY TRU	100-000-31624	751 MAJESTIC PINES	2,653.10	06/24
Total GABELLE FAMILY TRUST:							2,653.10	
HIGH COUNTRY LUMBER								
06/19/2024	111197	53709	830	HIGH COUNTRY LUMB	210-450-42022	MAINT SUPPLIES	7.53	06/24
06/19/2024	111197	53811	830	HIGH COUNTRY LUMB	210-450-42022	MAINT SUPPLIES	22.39	06/24
06/19/2024	111197	54672	830	HIGH COUNTRY LUMB	210-452-42025	MAINT SUPPLIES	32.28	06/24
Total HIGH COUNTRY LUMBER:							62.20	
HORIZON CALIFORNIA PUBLICATIONS, INC.								
06/19/2024	61924104	300338128	6100	HORIZON CALIFORNIA	205-490-43130	05/24-TOWN CLEAN U	900.00	06/24
06/19/2024	61924104	300338146	6100	HORIZON CALIFORNIA	100-413-43130	05/24-DYK	260.00	06/24
Total HORIZON CALIFORNIA PUBLICATIONS, INC.:							1,160.00	
HOT CREEK AVIATION, LLC CAR RENTAL								
06/19/2024	111198	APRIL 2024	6622	HOT CREEK AVIATION,	220-471-43031	04/24-CAR RENTAL	614.55	06/24
Total HOT CREEK AVIATION, LLC CAR RENTAL:							614.55	
LEFTA SYSTEMS								
06/19/2024	61924105	INV-003041	19331	LEFTA SYSTEMS	100-420-43031	ANNUAL SHIELD SUIT	6,899.37	06/24
Total LEFTA SYSTEMS:							6,899.37	
MAMMOTH BUSINESS ESSENTIALS								
06/19/2024	111199	10518	18730	MAMMOTH BUSINESS	220-471-42005	SHIPPING CHGS	102.65	06/24
Total MAMMOTH BUSINESS ESSENTIALS:							102.65	
MAMMOTH COMMUNITY WATER DISTRICT UTILIT								
06/19/2024	111200	05/24-8765	97	MAMMOTH COMMUNI	100-464-43404	05/24-FOURPLEX	164.03	06/24
Total MAMMOTH COMMUNITY WATER DISTRICT UTILIT:							164.03	
MAMMOTH SPA CREATIONS								
06/19/2024	111201	135178	19143	MAMMOTH SPA CREA	100-434-45080	POOL SUPPLIES	64.61	06/24
Total MAMMOTH SPA CREATIONS:							64.61	
MISSION LINEN SUPPLY, INC								
06/19/2024	111202	521727836	6482	MISSION LINEN SUPPL	100-420-42007	MAINT SUPPLIES	109.15	06/24
06/19/2024	111202	521730954	6482	MISSION LINEN SUPPL	210-456-42007	MAINT SUPPLIES	765.37	06/24
06/19/2024	111202	521730962	6482	MISSION LINEN SUPPL	100-420-42007	MAINT SUPPLIES	185.65	06/24
06/19/2024	111202	521746442	6482	MISSION LINEN SUPPL	210-454-42006	UNIFORM	171.50	06/24
06/19/2024	111202	521789291	6482	MISSION LINEN SUPPL	210-454-42006	UNIFORM	171.50	06/24

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total MISSION LINEN SUPPLY, INC:							1,403.17	
MONO COUNTY INFORMATION TECHNOLOGY								
06/19/2024	111203	IT-TOML-FY23-	10069	MONO COUNTY INFOR	100-418-43033	3rd QTR SERVICE AGR	62,500.00	06/24
Total MONO COUNTY INFORMATION TECHNOLOGY:							62,500.00	
NBS GOVERNMENT FINANCE GROUP								
06/19/2024	61924106	202403-1449	5991	NBS GOVERNMENT FI	859-460-43031	MAMMOTH CFD	295.11	06/24
Total NBS GOVERNMENT FINANCE GROUP:							295.11	
OPENGOV INC.								
06/19/2024	61924107	INV13631	19181	OPENGOV INC.	100-418-45050	SOLICITATION DEVEL	4,630.50	06/24
Total OPENGOV INC.:							4,630.50	
PERFECT CLEAN INC.								
06/19/2024	111204	11276	19173	PERFECT CLEAN INC.	100-464-43031	L'ABRI 2 AND D8 CON	530.00	06/24
06/19/2024	111204	11783	19173	PERFECT CLEAN INC.	100-464-43031	L'ABRI 4 & D8 CONDO	393.75	06/24
Total PERFECT CLEAN INC.:							923.75	
PLATERO, CHRIS								
06/19/2024	61924108	APRIL 2024	19146	PLATERO, CHRIS	001-000-10750	LEASE OVERPYMT	5.35	06/24
Total PLATERO, CHRIS:							5.35	
POWERDMS DIGITAL MGMT SOFTWARE INC.								
06/19/2024	111205	INV-51223	19305	POWERDMS DIGITAL	100-420-43031	SUBSCRIPTION	6,815.00	06/24
Total POWERDMS DIGITAL MGMT SOFTWARE INC.:							6,815.00	
QUILL CORPORATION								
06/19/2024	61924109	38800144	2090	QUILL CORPORATION	100-416-42002	OFFICE SUPPLIES	98.88	06/24
06/19/2024	61924109	38938667	2090	QUILL CORPORATION	100-416-42002	OFFICE SUPPLIES	48.48	06/24
06/19/2024	61924109	38940044	2090	QUILL CORPORATION	100-416-42002	OFFICE SUPPLIES	169.06	06/24
Total QUILL CORPORATION:							316.42	
RICH ENVIRONMENTAL SERVICE STATION SVCS								
06/19/2024	111206	108644	10132	RICH ENVIRONMENTA	910-456-43031	May 2024	150.00	06/24
Total RICH ENVIRONMENTAL SERVICE STATION SVCS:							150.00	
SHEET, THE								
06/19/2024	111207	11685	6678	SHEET, THE	100-414-43130	05/24-ADVERT	75.00	06/24
06/19/2024	111207	11691	6678	SHEET, THE	100-413-43130	05/24-MEET A TRUCK	1,005.00	06/24
06/19/2024	111207	11762	6678	SHEET, THE	100-414-43130	MAY/JUNE 2024 ADVE	112.50	06/24
Total SHEET, THE:							1,192.50	
THE EAR PHONE CONNECTION								
06/19/2024	111208	300381	18176	THE EAR PHONE CON	100-420-46300	EAR PHONE TIPS	876.02	06/24
Total THE EAR PHONE CONNECTION:							876.02	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
VERIZON WIRELESS								
06/19/2024	111209	9964967264	10652	VERIZON WIRELESS	100-420-43404	May 2024-PD	1,117.25	06/24
Total VERIZON WIRELESS:							1,117.25	
WAUSAU EQUIPMENT CO.								
06/19/2024	111210	8938409	19677	WAUSAU EQUIPMENT	910-000-13003	PARTS	6,518.32	06/24
Total WAUSAU EQUIPMENT CO.:							6,518.32	
XEROX CORPORATION								
06/19/2024	111211	021441947	234	XEROX CORPORATIO	100-416-46010	MAY 2024-7TX-145461	188.35	06/24
Total XEROX CORPORATION:							188.35	
Grand Totals:							475,775.58	

Signature: NOLAN BOBROFF  Date 6-19-24

Signature: JAMIE GRAY  Date 6/19/24


Signature: STEPHANIE TRUJILLO  Date 6/19/24


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

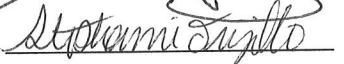
Report Criteria:

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

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
GRAY'S GRASSHOPPER INC.								
06/21/2024	111212	PROGRESS P	19659	GRAY'S GRASSHOPPE	300-531-43031	MAIN STREET LANDS	53,905.28	06/24
Total GRAY'S GRASSHOPPER INC.:							53,905.28	
Grand Totals:							53,905.28	

Signature: NOLAN BOBROFF  Date: 6-21-24


Signature: HAILIP HAYES  Date: 6.21.24

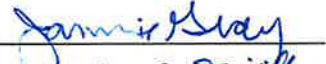
Signature: STEPHANIE TRUJILLO  Date: 6/21/24


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
CORWIN FORD RENO								
06/24/2024	111213	06202024	19214	CORWIN FORD RENO	915-570-48100	2024 FORD EXPLORE	117,657.50	06/24
Total CORWIN FORD RENO:							117,657.50	
Grand Totals:							117,657.50	

Signature: ROBERT PATTERSON  Date 6/24/2024

Signature: JAMIE GRAY  Date 6/24/24

Signature: STEPHANIE TRUJILLO  Date 6/24/24

Mammoth Lakes Town Council Agenda Action Sheet

Title: Conduct a public hearing to consider an amendment to the State CDBG grant for the Access Apartments project and an amendment to the Subrecipient Agreement with Mammoth Lakes Housing to administer the grant.

Council Meeting Date: 7/3/2024

Prepared by: Nolan Bobroff, Community and Economic Development Director

Recommended Motion: Conduct the public hearing, receive public comment and input, and approve the resolution authorizing the amendments to the CDBG grant for the Access Apartments project and approve the amendments to the Subrecipient Agreement with Mammoth Lakes Housing to administer the grant.

Summary: The Town was awarded a \$3,000,701 CDBG grant in April 2022 for the MLH Access Apartments project located at 238 Sierra Manor Road.¹ Aside from the CDBG funding, MLH had secured a \$4.2M HOME grant, a \$2.2M commitment from the Town, a \$600K commitment from Mono County, and various other funding commitments. The total budget for the project is approximately \$10.7M. This project was originally envisioned as an 11-unit project (1-br units) with the units being affordable to households earning between 30% - 80% of the Area Median Income (AMI) but was later reconfigured to be a 13-unit project (studio and 1-br units) with the units being affordable to households earning between 30% - 120% of the AMI.

Staff and MLH have been working with the State to close the CDBG and HOME financing loans for the project and through those conversations with the State, the State has proposed to shift the source of funding so that all State funding will come solely from the CDBG program through the Town, rather than through the separate CDBG and HOME grants. This will increase the Town's CDBG award to approximately \$7.2M, of which \$7.1M will be new funding and \$93K will be CDBG Program Income.² This shift of funding sources does not change the overall budget of the project or require any additional funding from the Town. The benefit of this shift is that there will only be one set of program requirements to comply with and this will allow for a higher number of the units to be restricted at the Moderate-Income (120%) AMI level, which will help the Town satisfy our State RHNA goals. This is significant since the Town has struggled to satisfy the Moderate Income (120% AMI) RHNA target due to funding source restrictions. The proposed AMI breakdown for the units will be (7) units restricted to 80% AMI and (6) units restricted to 120% AMI.

Summary of Proposed Amendments

The amendments being proposed to the Town's CDBG grant include:

- Increase in CDBG funding from \$3,000,701 to approximately \$7,200,000, of which \$92,832 is CDBG Program Income.
- Change in the unit count from 11 to 13 units
- Change in the beneficiaries to allow for a higher number of 120% AMI units (*50% of the units are required to be provided to households below 80% AMI*)
- An extension for the expenditure deadline from December 6, 2025 to September 30, 2026

¹ The project and grant are associated with Mammoth Lakes Housing (MLH), and not Eastern Sierra Community Housing (ESCH), since the name change occurred after all of the agreements for the project were executed.

² CDBG Program Income are CDBG funds that are held locally by a jurisdiction that originate from the repayment of a CDBG loan. The funds can only be used for future CDBG projects and programs.

Proposed Amendments to the Subrecipient Agreement

In addition to the proposed grant amendments, the changes in the funding require amendments to the Subrecipient Agreement that the Town has with MLH to administer the grant. In the original agreement, the CDBG project funds were to be loaned to MLH and the Town and MLH were eligible to receive compensation for the general administration of the grant. The project funds were to be repaid over a 55-year period, but only in years where there was sufficient cash flow after all other expenses were paid (i.e., residual receipts). These repayment terms are typical in affordable housing projects and result in little to no payments being made over the life of the loan. This is especially true with smaller projects, such as this project, since there are fewer units paying rent. To streamline the future oversight of the project, it is being proposed that the CDBG funds will be granted to MLH for the project, rather than loaned to them. There will still be a regulatory agreement and covenant in place to ensure the units remain as affordable units for a 55-year term. The other amendments to the agreement include shifting all remaining general administration funds to the project and changing the unit count and beneficiaries throughout the agreement. The shift in the general administration funds was agreed to by MLH in exchange for the Town committing additional funding to the project in December 2023.

Purpose of the CDBG Public Hearing

This public hearing is intended to provide an opportunity for the Town Council and the public to discuss the proposed amendments to the CDBG grant for the project.

Attachments

1. CDBG Resolution
2. First Amendment to the Subrecipient Agreement
3. Subrecipient Agreement

RESOLUTION NO. 2024-__

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020-2021 FUNDING YEAR OF THE STATE CDBG PROGRAM AND THE STATE 2023-2024 HUD ANNUAL ACTION PLAN

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

SECTION 1:

The Town Council of the Town of Mammoth Lakes (“Town”) has reviewed and hereby approves the submission to the State of California (“State”) of one or more application(s) in the aggregate amount, not to exceed, of \$7,500,000.00 for the following CDBG activities, pursuant to the State’s 2021-2022 CDBG NOFA and the State’s 2023-2024 HUD Annual Action Plan:

List activities and amounts

Activity (e.g. Public Services, Infrastructure, etc.)	Dollar Amount Being Requested for the Activity
Multi-Family Rental Rehabilitation without Acquisition	\$ Not to exceed \$7,500,000.00
	\$

SECTION 2:

The Town Council hereby approves the use of Program Income in an amount not to exceed \$92,831.68 for the CDBG activities described in Section 1.

SECTION 3:

The Town Council hereby acknowledges that (i) the aggregate amount of funding authorized in Section 1 above includes the existing amount of \$3,000,701 previously awarded to the Town pursuant to that certain Standard Agreement (21-CDBG-HA-00015) with the State (the “Standard Agreement”), (ii) that the additional amount of CDBG funds being authorized herein (\$4,100,00.00) and the Program Income funds specified in Section 2 above (\$92,831.68), are to be used to finance a funding gap for the Access Apartments housing rehabilitation project, (iii) the supplemental funds described in clause (ii) immediately preceding shall be added to the Standard Agreement via a written amendment to be executed by the Town and the State (“Amendment”), and (iv) in addition to adding the supplemental funds described in clause (ii) above, the Amendment shall also extend both the expenditure deadline and the contract expiration dates from December 6, 2025 to September 30, 2026.

SECTION 4:

Department of Housing and Community Development
Resolution Form Revised 2/14/2024

2023 - 2024 CDBG NOFA

The Town Council hereby certifies that the Standard Agreement is valid, binding, and in full force and effect as of the date hereof and that any and all actions previously taken by the Town with regard to the subject matter of the Standard Agreement are hereby fully ratified, approved, and confirmed in all respects.

SECTION 5:

The Town Council acknowledges timely compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 6:

Pursuant to Section 2.08.060 of the Mammoth Lakes Municipal Code, the Town Council hereby authorizes and directs the Town Manager to execute and deliver all applications and act on the Town's behalf in all matters pertaining to all such applications.

SECTION 7:

If an application is approved, the Town Manager is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State for the purposes of the grant.

SECTION 8:

If an application is approved, the Town Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Mammoth Lakes held on July 3, 2024 by the following vote:

AYES: Enter # of votes or names

ABSENT: Enter # absentees or names

NOES: Enter # of votes or names

ABSTAIN: Enter # of abstains or names

BILL SAUSER, Mayor
Town Council

STATE OF CALIFORNIA

Town of Mammoth Lakes

I, Jamie Gray, Town Clerk of the Town of Mammoth Lakes, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Town Council on the 3rd day of July, 2024, and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Jamie Gray,
Town Clerk of the Town of Mammoth Lakes,
State of California

BY: _____
Jamie Gray, Town Clerk

**FIRST AMENDMENT TO
SUBRECIPIENT AGREEMENT
BETWEEN**

**Town of Mammoth Lakes
AND
Mammoth Lakes Housing, Inc.
FOR
21-CDBG-HA-00015**

PARTIES: Mammoth Lakes Housing, Inc. (“Subrecipient”) and the Town of Mammoth Lakes (“Town”) (collectively, the “Parties”) hereby agree to enter into this First Amendment (“First Amendment”) to the subrecipient agreement between the Parties dated May 5, 2022 (“Agreement”) as set forth below, effective as of July _____, 2024.

AMENDMENTS: The following amendments are intended to reflect the following revisions to the Grant: (1) an increase in the CDBG grant amount to an amount not to exceed \$7,191,716; (2) acknowledge that the CDBG grant funds will be provided to the Subrecipient in the form of a grant, rather than as a loan; and (3) increase the unit count of the project to thirteen units, rather than eleven units.

1. Section I.A – Program Delivery is hereby amended to read as follows:

Program Delivery

Activity #1 Housing Rehabilitation – The Grantee will provide the Grant funds to the Subrecipient in the form of a grant to rehabilitate the existing commercial property owned by the Subrecipient and located at 238 Sierra Manor Road into thirteen affordable apartments.

Subrecipient shall ensure that all necessary tasks related to the delivery of the activity and specified in the Grantee’s Standard Agreement Detailed Scope of Work (Exhibit E, Section IV) and Budget Report are completed and adhered to.

2. Section I.B, Paragraph 2 is hereby amended to read as follows:

The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. The National Objective will be met because CDBG program funds will be used in the Town of Mammoth Lakes to rehabilitate two structures to provide income-restricted apartments to low- (<= 80% AMI) and moderate-income (<= 120% AMI) households. Each household will be income certified to verify that they meet the target income requirements. 54% of the units (7 units) will be restricted to households earning up to 80% of the Mono County AMI and 46% of the units (6 units) will be restricted to households earning up to 120% of the Mono County AMI. The Grantee and/or the Subrecipient will market the program to the targeted groups: families, workforce, and single adults.

3. Portions of Section I.C are hereby amended to read as follows:

<u>Activity</u>	<u>Units Per Month</u>	<u>Total Units/Year</u>
<u>Activity #1</u>	<i>will vary</i>	<i>13</i>

4. The table in Section III is hereby amended to read as follows:

Item	Amount
Multi-Family Housing Rehabilitation	\$7,191,716 (\$7,098,884 in CDBG Grant funds + \$92,831.68 in CDBG-PI)
General Administration	\$1,817.16
TOTAL	\$7,193,533

5. Section IV, Paragraph 1 is hereby amended to read as follows:

It is expressly agreed and understood that the total amount to be paid by the Grantee to the Subrecipient under this Agreement shall not exceed \$7,191,716. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

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

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

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

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

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

Town of Mammoth Lakes

Mammoth Lakes Housing, Inc.

By _____
Daniel C. Holler, Town Manager

By _____
Patricia Robertson, Executive Director

Attest _____
Town Clerk

Countersigned: _____
Finance Officer

By _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. 77-0043067

Town Attorney

AFFIRMATIVE ACTION APPROVAL

Contract Compliance Supervisor/
Town Clerk

SUBRECIPIENT AGREEMENT

**AGREEMENT BETWEEN Town of Mammoth Lakes
AND
Mammoth Lakes Housing, Inc.
FOR
21-CDBG-HA-00015**

THIS AGREEMENT, entered this 5th day of May, 2022 by and between the Town of Mammoth Lakes (herein called the “Grantee”) and Mammoth Lakes Housing, Inc. (herein called the “Subrecipient”).

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

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for its Community Development Block Grant (CDBG) Grant 21-CDBG-HA-00015, Access Apartments Housing Rehabilitation project (the “Grant”).

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

I. SCOPE OF SERVICE

A. Activities

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

Program Delivery

Activity #1 Housing Rehabilitation – The Grantee will loan the Grant funds to the Subrecipient to rehabilitate the existing commercial property owned by the Subrecipient and located at 238 Sierra Manor Road into eleven one-bedroom apartments.

Subrecipient shall ensure that all necessary tasks related to the delivery of the activity and specified in the Grantee’s Standard Agreement Detailed Scope of Work (Exhibit E, Section IV) and Budget Report are completed and adhered to.

General Administration

Subrecipient will also conduct all administrative duties in conjunction with this activity, such as, labor compliance reporting and oversight. Additionally, Subrecipient will provide overall general coordination of program reporting to CDBG, fiscal reporting, and general coordination on the Grant.

B. National Objectives

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

The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. The National Objective will be met because CDBG program funds will be used in the Town of Mammoth Lakes to rehabilitate two structures to provide income-restricted apartments to low-income households. Each household will be income certified to verify that they meet the low-income requirements and earn less than 80% of the Area Median Income for Mono County. The Grantee and/or the Subrecipient will market the program to the targeted groups: families, workforce, and single adults.

C. Levels of Accomplishment – Goals and Performance Measures

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

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

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity #1	<i>will vary</i>	<i>11</i>

D. Staffing

Executive Director
Grant & Financial Associate
Housing Navigator
Rural West Intern

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

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

III. BUDGET

Item	Amount
Multi-Family Housing Rehabilitation	\$2,318,486
Rehabilitation Activity Delivery	\$472,212
General Administration	\$210,003 (\$15,000 reserved for Grantee)
TOTAL	\$3,000,701

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee to the Subrecipient under this Agreement shall not exceed \$2,985,701. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

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

Grantee

Daniel C. Holler, Town Manager
Town of Mammoth Lakes
437 Old Mammoth Road
P.O. Box 1609
Mammoth Lakes, CA 93546
P: (760) 965-3600
F: (760) 934-7493

Subrecipient

Patricia Robertson, Executive Director
Mammoth Lakes Housing, Inc.
587 Old Mammoth Road #4
P.O. Box 260
Mammoth Lakes, CA 93546
P: (760) 934-4740
F: (760) 934-4724

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantee Recognition

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

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed

by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

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

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Closeouts

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

5. State CDBG Report(s)

The Subrecipient shall submit any required status reports to the State. A copy of each report shall be provided by the Subrecipient to the Grantee in a timely fashion.

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24

CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

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

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

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

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and

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

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

- b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts

shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

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

4. Conflict of Interest

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

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

d) Lobbying Certification

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information,

as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

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

D. Historic Preservation

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

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

E. NEPA Compliance

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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


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

Town of Mammoth Lakes (Grantee)

Mammoth Lakes Housing, Inc. (Subrecipient)

By 
Daniel C. Holler, Town Manager

By 
Patricia Robertson, Executive Director

Attest 
TOWN CLERK

Countersigned: 
FINANCE OFFICER

By Rob Patterson
Title Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


TOWN ATTORNEY

Fed. I.D. 77-0043067

AFFIRMATIVE ACTION APPROVAL


CONTRACT COMPLIANCE SUPERVISOR/
TOWN CLERK

TOWN COUNCIL STAFF REPORT

Title: Appeal of Enforcement Charges and Administrative Citations for TOT Enforcement at 246 Canyon Blvd Mammoth Lakes California 93546.

Meeting Date: July 3, 2024

Prepared by: Rob Patterson – Town Manager

RECOMMENDATION:

Make a finding of noncompliance with the Town of Mammoth Lakes Municipal Code and uphold the Notice of Determination amount due of \$3,614.88 for TOT, tax fraud, penalties, interest, and enforcement charges. Judgement from the hearing officer for administrative citations is included in this amount.

BACKGROUND:

Chapter 3.12 of the Municipal Code established the Uniform Transient Occupancy Tax ordinance for the Town of Mammoth Lakes. This enforcement case is a zoning violation, meaning the operator is conducting business in an area not zoned for transient rental but is subject to the Municipal Code regarding the remittance of transient occupancy tax. Enforcement of the Municipal Code is a primary function of the Revenue team to preserve a transparent and equitable business environment.

Section 5.04.110 - Evidence of conducting business.

When any person shall by use of any promotional media—including but not limited to print, audio, visual, or electronic media including websites, 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 are in business in the town, or when any person holds an active license or permit issued by a governmental agency indicating that they are in business in the town, and such person fails to deny by a sworn statement given to the collector that they are not conducting a business in the town, after being requested to do so by the collector, then these facts shall be considered prima facie evidence that they are conducting a business in the town.

Additionally, the Town Municipal Code includes the Quality-of-Life Ordinance found in section 5.40 which regulates transient rentals and states:

5.40.020 - Permitted use.

Transient use of residential property shall be permitted as allowed by Title 17, Zoning. Transient uses shall comply with all applicable codes including the California Building Code and the California Residential Code and local amendments.

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.

ANALYSIS/DISCUSSION:

March 2023, an online advertisement was identified by Town staff soliciting for transient rental in the Residential Single Family (RSF) zone. The advertisement had 3 reviews in the months of November 2022, December 2022, and January 2023.

April 2023, Town staff conducted a sting booking of the unit that was confirmed for a single night. The total paid for the booking was \$488.25 and included line items for 13% tax, \$59.00 in Property Damage Protection, and a \$125.00 cleaning fee.

April 7, 2023, an initial administrative citation totaling \$1,500.00 was sent both first class and certified mail to the address on file with the Mono County Assessor’s office. The administrative citation was also posted on the property. Instructions on the administrative citation clearly state to correct the violation the operator must, immediately cease advertising for transient rentals as well as renting the property on a transient basis. Cancel all future transient rentals. Pay in full past due transient occupancy tax, TBID, all fines, penalties, interest, and enforcement charges.

April 26, 2023, due to being unable to collect the online rental platform records and revenue statements for the time-period requested, an additional administrative citation for \$3,000.00 was sent both first class and certified mail as well as posted on the property. With the absence of actual rentals revenues available to Town staff, an assessment of owed transient occupancy tax, tax fraud, penalties, interest, administrative citations, and enforcement charges was conducted. The second citation and assessment were posted on the property.

October 2023, after continuing to work with the operator for over 5 months, Town staff was able to collect the online rental platform booking records and revenue statement. Illegal transient rental activity was confirmed at the property for the months of November 2022, December 2022, and January 2023, totaling \$3,902.00. A Notice of Determination (NOD) was issued totaling \$5,864.88.

January 10, 2024, an appeal of the administrative citations was requested by the operator and conducted by Hearing Officer Haislip Hayes. The Hearing Officer found it prudent to reduce the administrative citations from \$4,500.00 to \$2,250.00.

January 18, 2024, a Notice of Determination was issued reflecting the Hearing Officers findings. The details of the final NOD issued are below.

NOTICE OF DETERMINATION		
Actual Rental Revenue from Summaries	\$	3,902.00
Transient Occupancy Tax	\$	507.26
Penalties and Interest	\$	230.80
Tax Fraud	\$	126.82
Administrative Citations - Post Appeal Hearing	\$	2,250.00
Enforcement Charges	\$	500.00
Payment Received	\$	-
Total Due	\$	3,614.88

OPTIONS ANALYSIS

Option 1: Make a finding of noncompliance with the Town of Mammoth Lakes Municipal Code and uphold the Notice of Determination and judgement of the administrative citation hearing officer in the amount of \$3,614.88.

Option 2: Make alternate findings and direct Town staff accordingly.

FINANCIAL CONSIDERATIONS:

The Town of Mammoth Lakes relies on transient occupancy tax for more than 60% of its General Fund, without which it would not be able to provide services such as snow removal, recreation programming, and road maintenance. Operators of illegal transient rental properties are not only failing to contribute funds necessary for the Mammoth Lakes community to thrive but are taking away potential business from operators who are following the Town laws. To waive penalties, interest, enforcement charges, and/or administrative citations routinely would result in a significant loss of revenue and likely increase tax collection efforts and enforcement difficulties.

LEGAL CONSIDERATIONS:

The Town’s Municipal Code does not authorize the Tax Collector to waive or reduce tax, penalties, interest, enforcement charges, or administrative citations that is due to the Town. The Town Council is acting in a semi-judiciary capacity and may reduce, increase or amend the recommendation of the Tax Collector.

From: [Rob Patterson](#)
To: [Rob Patterson](#)
Subject: FW: Your reservation has been confirmed
Date: Tuesday, June 25, 2024 3:46:07 PM

From: **Vrbo** <sender@messages.homeaway.com>

Date: Thu, Apr 6, 2023 at 3:45 PM

Subject: Your reservation has been confirmed

To: kim Getchell

Vrbo Logo



Know before you go
Check Covid restrictions [here](#)

Reservation confirmed

Your reservation has been confirmed

kim Getchell, get ready for your trip to Mammoth Lakes, California, United States of America! You can now access your booking details and other important information about your trip.

Travelling with a group? Invite friends and family to join your trip so they can access basic booking information whenever they need it.

 **Invite friends**

[Manage your trip](#)



Property	#2772753
Reservation ID	HA-031D7Q
Arrive	Apr 28, 2023
Depart	Apr 29, 2023
Nights	1
Guests	2 adults

Charges

\$225.00 x 1 night	\$225.00
Cleaning Fee	\$125.00
Service Fee	\$50.00
Property Damage Protection	\$59.00
Tax	\$29.25
Total	\$488.25
Due on April 6, 2023 Paid	\$488.25

House Rules

Check in after 4:00 PM

Check out before 11:00 AM

Maximum overnight guests: 2

Children allowed

-

No events

-
-
-

Pets allowed

- Pets allowed

No smoking allowed

-
-
-

No mobile phone service? No problem!

The Vrbo mobile app will save your information and let you access your trip details even when you are offline.

[Use the app](#)

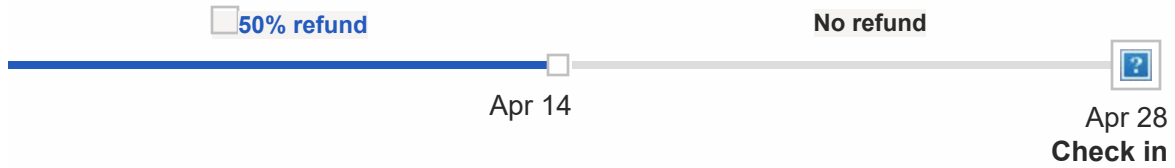
Available for iOS and Android.



Need to cancel?

We know plans change. That's why we made it easy to update or cancel your booking if you need to.

(Psst...don't forget, you can cancel for a 50% refund (minus the service fee) until Apr 14)



[Change or cancel trip](#)



We're here to help. Visit our [Help Center](#) for useful info and FAQs

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[Contact Us](#) | [Privacy Policy](#)



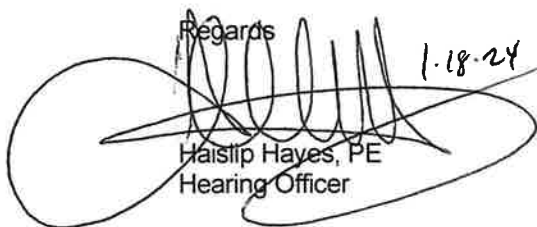
TOWN OF MAMMOTH LAKES
Department of Public Works
Engineering Division
760-965-3652
hhayes@townofmammothlakes.ca.gov

From: Hearing Officer – Haislip Hayes, PE
Hearing Date: 1-10-24
Subject: Findings - Enforcement Case for 246 Canyon Blvd

On January 10, 2024, an administrative hearing was conducted regarding the subject case. Present at the hearing in person were Revenue Accountant Danny Earls, and Revenue Specialist Ben Manning the defendant Eileen Rains attended by phone. Danny Earls presented the facts of the case, specific to the Administrative Citations totaling \$4,500.

Mrs. Rains provided her side of the case. Mrs. Rains stated that her tenant had posted the advertisement and managed the rentals. She said she had received both citations posted on her door on the day they were placed there (4/7 and 4/26). Mrs. Rains was aware of what the citations stated and was able to speak to much of the content. She stated she had complied with the required actions listed on the citations and spoke with the Town. Mrs. Rains stated multiple times that she had contacted the Town after receiving the first citation. I quietly noted that the record in the file did not corroborate her statement and Mrs. Rains did not have any evidence to support her claim. Danny mentioned that it took the defendant until October to provide the accounting required by the citation. I advised the defendant that proof of communication with the Town would certainly influence my decision. She said that she would look through her phone records. Mrs. Rains was provided one week to provide phone records. Mrs. Rains also stated that she had sent a check to the Town for the taxes due which Danny stated had not been received. A day after the one-week period Mrs. Rains did provide a screenshot of a text message. The message provided was a response to the rental sting operation and not a response to the citation.

After an audit of the rental activity was completed, it was found that the total taxes due were only \$864.88. An enforcement charge of \$500 was assessed. The total due excluding the administrative citation is \$1,364.88. Since no proof of communication or phone records were provided, I am not willing to waive the full amount of the citations. However, considering \$4,500 in administrative citations is nearly five times the taxes due I am reducing the citations by half to \$2,250.

Regards
1.18.24

Haislip Hayes, PE
Hearing Officer

CC: File



FINANCE DEPARTMENT
P. O. Box 1609
Mammoth Lakes, CA 93546
Phone: (760) 965-3660

January 18, 2024

Notice of Determination: 246 Canyon Blvd Mammoth Lakes California 93546

Eileen Rains
P.O. Box 2602
Mammoth Lakes, CA 93546

Starting Month Nov-22

Tax Period	Rental Revenue	TOT Due	Tax Fraud	1st Month Penalty	2nd Month Penalty	Interest	Total Due
Nov-22	\$ 1,080.00	\$ 140.40	\$ 35.10	\$ 21.06	\$ 21.06	\$ 23.17	\$ 240.79
Dec-22	\$ 380.00	\$ 49.40	\$ 12.35	\$ 10.00	\$ 10.00	\$ 7.41	\$ 89.16
Jan-23	\$ 2,442.00	\$ 317.46	\$ 79.37	\$ 47.62	\$ 47.62	\$ 42.86	\$ 534.93
Totals	\$ 3,902.00	\$ 507.26	\$ 126.82	\$ 78.68	\$ 78.68	\$ 73.44	\$ 864.88
Administrative citations							\$ 2,250.00
Enforcement charges							\$ 500.00
Payment already received							\$ -
Total remaining due							\$ 3,614.88

TOWN COUNCIL STAFF REPORT

Title: Authorize Purchase and Sale Agreement with Mammoth Lakes Foundation to purchase real property located at 100 College Parkway.

Meeting Date: July 3, 2024

Prepared by: Rob Patterson – Town Manager

RECOMMENDATION:

Staff recommends the Town Council authorize the Town Manager to execute a purchase and sale agreement with Mammoth Lakes Foundation (MLF) for the acquisition of real property located at 100 College Parkway.

BACKGROUND:

For the past several years the Mammoth Lakes Foundation, Town of Mammoth Lakes, Mammoth Lakes Recreation and numerous other individuals and non-profits have worked to bring forward the Mammoth Arts and Cultural Center (MACC). This project envisioned several elements including the ongoing use of Edison Hall, a new Performing Arts Theater, an outdoor amphitheater, and potential for artists in residence space. The project has been scaled back over time to meet the financial realities of construction and operational costs. The Town and the Foundation have continued to work together to bring a viable facility to completion. The work has been supported by Mammoth Lakes Recreation (MLR) using Measure U funding, and commitment of funding for the future project. The efforts of the Foundation and Town over the last two years have moved the project forward and we are moving towards a planned groundbreaking for the project this summer (2024).

The performing arts component of the project was re-envisioned to construct a new performing arts auditorium connected to Edison Hall. The use of Edison Hall reduced the need for additional ‘back of house’ space in the new facility. The layout provides for a 242+/- seat performing arts auditorium (or the theater). The concept does not include the full “fly” space for a full theater concept but is designed to accommodate a mix of users and types of performances. MLF is proceeding with the necessary remodel of Edison Hall, scheduled for completion in late September 2024. The final design and construction drawings for the new space are completed with construction estimates matching the identified funding. The Town will be managing the construction of the new facility. The layout of the facility will require additional coordination with other project work and partners to accommodate traffic flow and parking.

To achieve the planned project the Town and MLF have been in negotiations for the Town to acquire approximately 8 acres of land. The site includes the planned Theater project, a childcare facility, the amphitheater, a dog park, a 40-space parking lot, and a new restroom. With the exception of the amphitheater, all other projects are under way as Town capital

improvement projects on this space. The acquisition of the land is crucial for the success of these existing projects as well as the construction and operations of the MACC under Town ownership.

ANALYSIS:

The negotiation for the purchase of the property, 7.94 acres located at 100 College Parkway, has a number of important elements that will provide additional funding for the MACC construction as well as provide for ongoing operations of MLF in their primary role of education and student scholarships. The attached Purchase and Sale Agreement with related exhibits, contains a detailed description of each of these elements, the process for any conflict resolution, and legal remedies for each party. There are elements of the agreement that have significant risk to the Town, like the requirement to build the MACC, no matter the construction cost, or longer-term elements, up to 50 years for MLF's use of space in Edison Hall. The Town staff and representatives from MLF have been negotiating to work through differences and ensure their respective party's position as well as agreeable remedies are clearly defined. There are no aspects of the agreement that remain unresolved to the satisfaction of each party.

The summary below is not intended to contain the legal language around each element but intended to highlight key deal points of the purchase and sale agreement for ease of understanding.

1. The purchase price for the land is \$4,500,000.
2. MLF will contribute \$3,500,000 to the Town to be used to offset MACC construction costs.
3. The Town shall assume the agreement with Kern Community College District (KCCD). KCCD has agreed to contribute \$7,500,000 to the construction of the MACC.
4. MLF will continue the Edison Hall improvements until completion. This project is expected to be completed by September 30, 2024. In the event the project is not completed by this date, the Town has the right to waive the completion of the improvements and work with MLF to determine the value of the incomplete work on the improvements and deduct that value from the purchase price.
5. In the event that Item 4 is executed, the Town shall have the obligation to complete the improvements to the Edison Hall.
6. The closing date of the purchase will be not later than 30 days after the completion of the Edison Hall Improvements or after a mutual agreement has been reached on the value of incomplete work, reducing the purchase price.
7. The Town shall assume MLF's contract with HMC Architects for the design of the MACC.
8. The Town is required to construct the MACC as a conventionally constructed structure, not a tensile fabric structure as part of this agreement.

9. MLF shall have specific use rights to Edison Hall for continued operations of their core activities. These use rights are in consideration for the value the Town receives from the transaction, both land value and contribution to MACC construction costs. The specifics of these use rights will be outlined in a separate lease agreement between the Town and MLF. A brief summary is listed below:
 - a. Exclusive access to two office spaces and non-exclusive use of one additional office for the term of 50 years.
 - b. MLF shall have non-exclusive access to all common areas located on the property.
 - c. MLF shall have exclusive access to the MACC for up to six weekend days or evenings, and six weekday or evenings, to accommodate activities which support education and arts.
10. The name of the facility shall be “Dave and Roma Arts and Cultural Center” and a “donor wall” to commemorate significant contributions made for the construction or ongoing operations of the facility, will be included on an interior wall.
11. The Town shall maintain the current zoning of the property or grant a similar option to MLF on adjoining property remaining in its possession, any zoning adjustments that increase the use and value of the property.

CONCLUSION:

This transaction represents a great benefit for our community with the construction of these vital assets. The Town considers this site to be a community hub that will greatly enhance the experience of both residents and visitors. For those benefits, the Town will be entering into financial obligations to operate the facility in the future. MLF will no longer be involved in the operation of the facility and will continue its core mission of education in our community. The mission and activities of MLF have demonstrated their commitment to the success of these endeavors and their generous contributions in this agreement have made this a reality.

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2024 ("Effective Date"), between **MAMMOTH LAKES FOUNDATION**, a California nonprofit corporation, whose mailing address is P.O. Box 1815, Mammoth Lakes, CA 93546 ("MLF"), and **TOWN OF MAMMOTH LAKES**, a California municipal corporation, whose mailing address is P.O. Box 1609, Mammoth Lakes, California 93546 ("Town"). MLF and Town shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. MLF owns the real property located at 100 College Parkway, in Mammoth Lakes, California, consisting of APN 035-010-049-000 ("Property"). The Property includes approximately 7.94 acres of land and a 6794 square-foot building commonly known as Edison Hall, which includes offices, meeting rooms, a kitchen, restrooms, a theatre, storage, common areas, and furniture, fixtures, and equipment ("FF&E"). The Property is depicted in the Site Plan attached as Exhibit A.

B. Town and MLF intend to support and effectuate the construction of a new facility on the Property, commonly known as the Mammoth Arts and Cultural Center ("MACC"), that will be connected to and will incorporate the existing Edison Hall. A draft site plan for the MACC is attached as Exhibit B. The construction of the MACC has been a longstanding goal of the Town and MLF.

C. Town and MLF have concluded that their shared goal of constructing and operating the MACC can best be accomplished through the sale of the Property by MLF to Town.

D. MLF is in the process of completing necessary renovations to Edison Hall ("Improvements"), which are underway as of the Effective Date.

E. MLF intends to sell the Property, including the completed Improvements, to Town on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, MLF and Town agree as follows:

Section 1. Purchase and Sale of Property. MLF agrees to sell to the Property to Town, and Town agrees to purchase from the Property from MLF, on the terms and conditions of this Agreement.

Section 2. Purchase Price. The purchase price ("Purchase Price") for the Property shall be \$4,500,000.

Section 3. MLF's Conditions Precedent to Closing. MLF's obligation to sell the Property to Town pursuant to this Agreement shall be conditioned upon and subject to the conditions precedent set forth below, each of which is for MLF's sole benefit and may only be waived by MLF in writing, except as set forth below:

(a) Completion of Edison Hall Improvements. Subject to Town's rights pursuant to Section 4(a), MLF shall complete the Improvements to Edison Hall no later than September 30, 2024 (the "Improvements Completion Deadline"). If the Improvements have not been completed by the Improvements Completion Deadline, then, subject to Town's rights pursuant to Section 4(a): (i) MLF shall complete the Improvements as soon as practical after the Improvement Completion Deadline; (ii) MLF shall deliver final payment to its contractor promptly upon completion of the Improvements; (iii) the Closing shall take place no later than 30 days after MLF has completed the Improvements or as soon thereafter as the Parties may agree in writing.

(b) Performance by Town. Town shall have performed in all material respects its obligations under this Agreement on or before the Closing Date, to the extent such obligations are required to have been performed on or before the Closing Date.

Section 4. Town's Conditions Precedent to Closing. Town's obligation to purchase the Property from MLF shall be conditioned upon and subject to the conditions precedent set forth below, each of which is for Town's sole benefit and may only be waived by Town in writing:

(a) Completion of Edison Hall Improvements. MLF shall have completed the Improvements to Edison Hall. Notwithstanding any provision of this Agreement to the contrary, if the Improvements have not been completed by the Improvements Completion Deadline, Town may, in its sole discretion, waive the completion of the Improvements as a condition precedent to Closing on behalf of both Parties ("Town's Waiver Right"). Town shall notify MLF in writing of its exercise of Town's Waiver Right. In that event, the Purchase Price shall be reduced by the value of the incomplete work on the Improvements, and the Closing shall occur following mutual agreement by the Parties regarding the amount of such reduction. MLF hereby grants to Town and its employees, agents, and contractors a license to enter Edison Hall and adjacent portions of the Property commencing on September 23, 2024 and continuing until the completion of the Improvements, for purposes of inspecting the progress of the Improvements.

(b) Performance by MLF. MLF shall have performed in all material respects its obligations under this Agreement on or before the Closing Date, to the extent such obligations are required to have been performed on or before the Closing Date.

Section 5. Closing.

(a) Closing; Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on a date mutually agreed upon by Town and MLF (the "Closing Date") which shall be not later than 30 days after either: (i) MLF has completed the

Improvements to Edison Hall, or (ii) the Parties have reached mutual agreement regarding the reduced Purchase Price following Town's exercise of Town's Waiver Right.

(b) Funds to be Delivered by Town. On or before the Closing Date, Town shall deliver to MLF immediately available funds in the amount equal to the sum of: (i) the Purchase Price, plus (ii) any costs or prorations chargeable to Town under this Agreement.

(c) Documents to be Delivered by MLF. On or before the Closing Date, MLF shall deliver to Town an original grant deed substantially in the form attached as Exhibit C, conveying fee simple title to the Property to Town ("Grant Deed").

(d) Closing Prorations and Fees. Real property taxes and assessments on the Property shall be prorated as of the Closing (on the basis of actual days elapsed and a 365-day year) based upon the latest available bills. Town and MLF shall each pay all attorneys' fees and costs incurred by it in connection with the negotiation, execution, delivery and performance of this Agreement. Town shall pay (i) all recording fees, (ii) all County and Town documentary transfer taxes applicable to this transaction, and (iii) the premium for any title insurance coverage obtained by Town. This Section 5(d) shall survive the Closing.

(e) Events Subsequent to Closing. Upon delivery of the funds and documents pursuant to Section 5(b) and Section 5(c), Town shall record the Grant Deed.

Section 6. MLF Capital Contribution. MLF shall contribute \$3,500,000 to Town, to be used to offset MACC construction costs, upon Town's issuance of a solicitation of bids for construction of the MACC, or on the Closing Date, whichever occurs later. Nothing in this Agreement shall preclude MLF from undertaking additional fundraising efforts or contributing a greater amount to Town for construction or operation of the MACC at any time.

Section 7. Assignment and Assumption of Kern Community College District Agreement. To the extent legally permissible and mutually beneficial, MLF shall assign to Town, and Town shall assume, MLF's agreement with Kern Community College District ("KCCD"), by which KCCD has agreed to transfer \$7,500,000.00 to MLF toward the construction of the MACC. If the assignment is not legally permissible and mutually beneficial, then MLF shall obtain the funds from KCCD pursuant to the agreement and transfer the funds to Town as soon as is practicable, but in no event later than Town's award of a contract for construction of the MACC (which the Parties acknowledge may occur subsequent to the Closing Date). Notwithstanding the foregoing, the Parties acknowledge that KCCD's participation and consent will be required for the assignment by MLF and assumption by Town of the KCCD agreement and the disbursement of funds, and no delay in MLF's performance of its obligations under this paragraph shall constitute a breach of this Agreement by MLF if MLF is attempting to comply in good faith but KCCD has not yet consented or disbursed funds.

Section 8. Assignment of HMC Architects Contract for MACC. To the extent legally permissible and mutually beneficial, MLF shall assign, and Town shall assume, MLF's contract with HMC Architects for design services related to the MACC, including without limitation the rights to all architectural plans and specifications produced for the MACC. If the assignment is not legally permissible and mutually beneficial, then MLF shall authorize Town to manage the

HMC contract on MLF's behalf and, upon completion of the MACC, shall transfer to Town the rights to all architectural plans and specifications produced for the MACC. Town shall provide regular project updates to MLF regarding the MACC.

Section 9. Construction of the MAAC. After the Closing and as soon as practical after its solicitation of bids, Town shall secure all entitlements and permits required to construct the MACC as a conventionally constructed structure (i.e. not a tensile fabric structure) attached to Edison Hall, in accordance with plans and specifications approved by Town as they may be amended, shall commence construction of the MACC reasonably promptly thereafter, and shall proceed with the construction with its best efforts and due diligence until completion, subject to delays due to weather and other causes outside Town's control.

Section 10. MLF's Use of Edison Hall. As additional consideration for the sale of the Property to Town and MLF's satisfaction of its obligations hereunder, until either (i) MLF ceases to remain in good standing with the California Secretary of State as a non-profit public benefit corporation or as a comparable non-profit successor entity; or (ii) 50 years have elapsed from the Closing Date, MLF shall have the right to use the Property, Edison Hall, and the MACC as follows:

(a) MLF shall have exclusive access and use rights to two office spaces in Edison Hall, and non-exclusive access and use rights to one office space in Edison Hall, to accommodate no more than three people who are employees of or volunteers for MLF while actually engaged in volunteering for MLF, as identified in Exhibit D or as the parties may agree upon in writing, and shall own and maintain the FF&E within those offices as the FF&E exist as of the Effective Date. Nothing herein shall obligate Town to replace the FF&E. For avoidance of doubt, "exclusive access and use rights" shall mean the sole right to access and use the designated office spaces and store and secure documents and materials therein. "Non-exclusive access" shall mean the right to access and use the designated office space and store and secure documents and materials therein, subject to Town's right to allow others to use such spaces at any time of day (or on any day) when the spaces are not actually being occupied by employees or contractors of MLF. MLF shall arrange and pay for its own telephone and Internet access. In addition, if MLF consumes other utility services, including without limitation water, propane, and electricity, at a rate that is excessive and unreasonable, the Parties shall negotiate in good faith for MLF to reimburse Town for the cost of such services.

(b) MLF shall have non-exclusive access and use rights, including the keys commonly provided to Town employees, to all common areas located on the Property and within Edison Hall, including the parking lot(s), external pathways, internal hallways, meeting rooms, restrooms, storage areas, the kitchen, the common area FF&E, and all public WIFI services, provided that Town shall have no obligation to clean or maintain the offices used by MLF, and Town's snow removal activities on the Property shall be as determined by Town;

(c) MLF shall have exclusive access to the MACC for up to six weekend days and/or evenings per year and for up to six weekdays and/or weekday evenings per year, to accommodate fundraising events, live performances, student orientation, graduation and scholarship ceremonies, and other activities which support education and the arts. Notwithstanding the foregoing, MLF shall not have access to the MACC on any federally recognized or state-recognized holiday or the

day after any such holiday. MLF shall request each such date of access as far in advance as is practicable, and in no event fewer than 60 days prior to the requested date of access. Town may reject a request for any specific date based on conflicts with other events and activities scheduled for the MACC by Town, but shall endeavor to work with MLF to find mutually acceptable substitute dates.

(d) MLF's rights pursuant to this Section 9 are personal to MLF, and may not be delegated, assigned, or sublet. All such rights shall be exercised as authorized or directed by the MLF board of directors as a whole. MLF may not sublet any space in Edison Hall or allow any third party to make use of MLF's rights to use the MACC, except as part of an event organized by MLF and for which MLF is primarily responsible.

(e) In the event that Edison Hall is no longer habitable, including without limitation due to damage, deterioration, or destruction, Town shall provide comparable replacement space to MLF for the remainder of the term set forth in this Section 9.

(f) The Parties shall memorialize the rights and obligations set forth in this Section 10 in a lease agreement, which shall be executed prior to the Closing and take effect upon the Closing.

Section 11. Naming Rights and Donor Wall. Town agrees that upon completion of construction, the MACC shall be named the "Dave and Roma McCoy Arts and Cultural Center." The Town and MLF shall also agree upon the location, design, and content of a "donor wall" within the MACC, which lists the names of individuals and entities that have made (or will make) significant financial contributions to the construction and/or operation of the MACC, including but not limited to the Town, KCCD, MLF, and the Tambour Foundation. MLF shall be solely responsible for the cost of the donor wall, including any information or displays attached thereto. For purposes of this paragraph, "donor wall" refers only to a decorative and informational fixture attached to an interior wall of the MACC, not to the interior wall itself or any other structural component of the MACC.

Section 12. Display of McCoy Memorabilia. As long as MLF grants its permission, the MACC and/or Edison Hall shall house for public display items from the McCoy family's collection of art, photographs, artifacts, writings, and other memorabilia. The items to be displayed, and the location(s) in which they will be displayed, shall be agreed upon by and between the Parties, and may be changed from time to time upon agreement of the Parties. MLF shall be responsible to maintain the McCoy Memorabilia in cooperation with the Town. The Parties agree that the Town may also display rotating collections of works by local artists within Edison Hall and the MACC. Town shall not be liable or otherwise responsible for loss or damage to any item of McCoy Memorabilia, shall not be obligated to insure against such loss or damage, and no claim shall be made against any policy of insurance or self-insurance maintained by Town in the event of loss or damage.

Section 13. Restrictive Covenant Regarding Rezoning of the Property. MLF acknowledges that Town possesses the authority, pursuant to Title 7 of the California Government Code, to determine the permissible uses of the Property. Town acknowledges that the Purchase Price and

other consideration for the Property have been determined with respect to the zoning and permitted uses of the Property as of the Effective Date, rather than with respect to any hypothetical zoning or permitted uses that could increase the value of the Property. Accordingly, the Parties agree that the Grant Deed for the Property shall contain a restrictive covenant prohibiting the Town from rezoning the Property unless Town concurrently and identically or similarly rezones MLF's neighboring property located at 10 Wagon Wheel Drive and bearing Mono County APN 035-010-052-000, unless MLF notifies Town that it does not wish some or all of its remaining property to be rezoned. Notwithstanding the prior sentence, MLF shall have the ongoing right to independently apply to change the zoning of 10 Wagon Wheel Drive at any time.

Section 14. Condition of Property. Town and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and related matters as Town and its representatives may desire. Town acknowledges and agrees that the Property is to be accepted by Town in an "as is" condition with all faults. MLF makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, MLF makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record), or the physical, environmental, and/or geotechnical condition of the Property. Town acknowledges that it is entering into this Agreement on the basis of Town's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Town assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Town acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to its subject matter and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

Section 15. Default and Remedies.

(a) MLF's Remedies. If Town fails to complete the Closing as contemplated by this Agreement, or if Town defaults under the terms of this Agreement, and such default continues for more than 30 days following MLF's notice to Town of such default, then MLF shall have the right to exercise one of the following remedies (such decision to be in MLF's sole discretion): (i) MLF shall have the right to terminate this Agreement by giving written notice of such termination to Town, in which case, Town shall promptly return to MLF (and/or KCCD, as appropriate) the full amount of any contributions that MLF has made or assigned to Town, as referred to in Sections 6 and 7 above, MLF may require Town to remove all improvements that it has installed on the Property and restore the Property as close as reasonably feasible to its condition prior to the Effective Date, and neither Party shall have any further obligations or liabilities under this Agreement, except for any that expressly survive the expiration or termination of this Agreement; or (ii) MLF shall have the right to institute and prosecute an action to compel specific performance of this Agreement against Town.

(b) Town's Remedies. If the Closing fails to occur due to a default by MLF under this Agreement, and such default continues for more than 30 days following Town's notice to MLF of such default, then Town shall have the right to exercise one of the following remedies (such decision to be in Town's sole discretion): (i) Town shall have the right to terminate this Agreement by giving written notice of such termination to MLF, in which case, neither Party shall have any further obligations or liabilities under this Agreement, except for any that expressly survive the expiration or termination of this Agreement; or (ii) Town shall have the right to institute and prosecute an action to compel specific performance of this Agreement against MLF.

(c) No Other Remedies. MLF and Town acknowledge that their respective rights and remedies resulting from a default under this Agreement by the other Party shall be limited to those set forth in Section 15(a) and Section 15(b) above and Section 15(d) below, and all other rights and remedies that may be available to MLF or Town at law or in equity are hereby waived; provided, however, that nothing herein shall limit a Party's remedies with respect to any obligations or liabilities of the other Party that survive the expiration or earlier termination of this Agreement. Without limiting the foregoing, neither Party shall be liable for any other remedies, including any claims for any other damages, including, without limitation, additional compensatory damages, special damages, consequential damages (including, without limitation, damages for lost profits, delay, changes in market conditions, etc.) or punitive damages, based upon any breach or default under this Agreement or any other act, error or omission by a Party.

(d) Notwithstanding the foregoing, upon an exercise by MLF of its right to terminate this Agreement as described above, MLF and Town shall negotiate in good faith for a sale, lease, license, or other form of right allowing Town to occupy and use the Property or a portion thereof for purposes including without limitation the construction and maintenance of improvements thereon generally consisting of a dog park and childcare center.

Section 16. Notices.

Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by reputable private courier or delivery service, or given by mail or email. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the Party to receive at the following address or at such other address as the Party may from time to time direct in writing:

MLF: MAMMOTH LAKES FOUNDATION
P.O. Box 1815
Mammoth Lakes, CA 93546
Telephone: (760) 934-3781
Attention: Luan Mendel, Board Chair
Email: lmendel@gmail.com

With a copy to:

Mark Carney
Reicker Pfau
1421 State Street

Santa Barbara, CA 93101
Telephone: (805) 966-2440
Email: rmcарney@rppmh.com

Town: TOWN OF MAMMOTH LAKES
Attn: Town Manager
P.O. Box 1609
Mammoth Lakes, CA 93546
Telephone: (760) 965-3601
Email: rpatterson@townofmammothlakes.ca.gov

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service, certified or registered, return receipt requested. Email notices actually received by a Party shall be deemed to be given upon receipt.

Section 17. Waiver of Breach. A waiver by either Party of a breach by the other Party of any covenant or condition of this Agreement shall not impair the right of the Party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either Party to insist upon strict performance of any term, covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such term, covenant, condition or right.

Section 18. Time of the Essence. Time is of the essence of this Agreement.

Section 19. Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of California. The venue for any action to interpret or enforce this Agreement shall be the Mono County Superior Court.

Section 20. Provisions Surviving Closing. The terms of Sections 6-13 of this Agreement shall survive the Closing.

Section 21. No Brokers. The negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the Parties without the intervention of any person which would give rise to any valid claim against either of the Parties for brokerage commissions or other like payment. Each Party shall indemnify and hold harmless the other Party against and from any and all claims for brokerage commission or other like payment arising out of the transaction contemplated by this Agreement and occasioned by the actions of such indemnifying Party.

Section 22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns.

Section 23. Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction under applicable law, the remaining portions shall remain in full force and effect and such provision shall be enforced to the

maximum extent possible so as to affect the intent of the Parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

Section 24. Drafting. The Parties agree that this Agreement is the product of joint draftsmanship and negotiation, and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous, and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting Party. As used in this Agreement, “including” or “such as” means “including without limitation” or “such as without limitation”.

Section 25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by electronic means) as against the Party signing such counterpart, and all of which together shall constitute one and the same instrument. An electronic or DocuSign signature to this Agreement shall have the same force and effect, for all purposes, as the original signature.

Section 26. Entire Agreement. It is understood and agreed that all prior understandings and agreements, whether written or oral, between the Parties are merged into this Agreement, which alone fully and completely expresses their agreement, that neither Party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the Effective Date first herein written.

SELLER: **MAMMOTH LAKES FOUNDATION,**
a California nonprofit corporation

By: _____
Printed Name: _____
Title: _____

BUYER: **TOWN OF MAMMOTH LAKES,**
a California municipal corporation

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

Site Plan Depicting Property

(Attached)

EXHIBIT B

Site Plan for MACC

(Attached)

EXHIBIT C

Form of Grant Deed

(Attached)

EXHIBIT D

Edison Hall Offices Accessible to MLF

(Attached)

EXHIBIT A - MLF Property Site Plan



Edison Hall

EXHIBIT B - Draft MACC Site Plan

MERIDIAN BLVD

AGENCY APPROVAL:

REVIEWING AGENCIES
STAMP HERE



Mammoth Lakes

HMC Architects

2375-009-100

3546 CONCOURS STREET
ONTARIO, CA 91764
909 989 9979 / www.hmcarchitects.com

NOT FOR
CONSTRUCTION

ISSUE

DESCRIPTION	DATE
-------------	------

KEYNOTES

- 02.29 REMOVE (E) LANDSCAPING
- 02.39 (E) PEDESTRIAN WALKWAY TO REMAIN
- 02.40 (E) ASPHALT PATH TO REMAIN, PROTECT IN PLACE
- 03.05 CONCRETE STAIRS & LANDING W. O.
- 05.65 GUARDRAIL
- 05.66 STEEL HANDRAIL
- 23.02 MECH EQUIPMENT, S.M.D.
- 26.07 SITE LIGHTING | ELECTRICAL
- 32.03 CURB RAMP, S.C.D.
- 32.04 CROSSWALK STRIPING, 4" WIDE BLUE BORDER WITH 4" WIDE WHITE PAINT HATCHED STRIPES @36" OC.
- 32.07 ISA PAVEMENT SYMBOL, SEE DETAIL 22A10.81.
- 32.10 TRUNCATED DOMES, S.C.D.
- 32.12 ACCESS AISLE W/ 4" WIDE BLUE BORDER WITH 4" WIDE WHITE PAINT HATCHED STRIPES @36" OC.
- 32.30 VAN ACCESSIBLE STALL
- 32.40 CONCRETE PATH | CIVIL
- 32.43 NEW ASPHALT PAVING | CIVIL
- 32.47 CONCRETE PAD, S.C.D.
- 32.49 PAVER & SUBSTRATE TO MATCH (E) ADJACENT PAVERS, S.C.D.
- 32.50 RELOCATED OR NEW FIRE HYDRANT, S.C.D.
- 32.51 BOLLARD, S.C.D.
- 32.52 (E) PARKING LOT ENTRY TO BE CLOSED OFF, FILL WITH LANDSCAPE TO MATCH ADJACENT LANDSCAPE.
- 32.53 ROLLED CONCRETE CURB, S.C.D.
- 32.54 PARKING STALL STRIPING W/ 4" WIDE BLUE BORDER, LANDSCAPE, S.C.D.
- 32.55 LANDSCAPE, S.C.D.
- 32.56 BOULDER TO BE RELOCATED FROM PROJECT EXCAVATION

LEGEND

- - - - - APPROXIMATE LIMIT OF WORK. REFER TO ADDITIONAL DRAWINGS FOR WORK WHICH MAY EXTEND BEYOND THIS APPROXIMATE LIMIT OF WORK LINE.
- PROPERTY LINE
- - - - - ACCESSIBLE PATH OF TRAVEL
- [Cross-hatched box] EXISTING BUILDINGS NOT IN SCOPE
- [Solid grey box] NEW BUILDING
- [Dashed line] BUILDING OVERHANG
- [Diagonal hatched box] (N) PAVERS TO MATCH EXISTING
- [Stippled box] (N) CONCRETE PATH | CIVIL
- [Dotted box] MECHANICAL UTILITY YARD
- [Circle with cross] FIRE HYDRANT, SEE CIVIL DWGS

NOTES

1. REFER TO SHEET G0.11 FOR TYPICAL SYMBOLS AND ABBREVIATIONS.
2. REFER TO CIVIL DRAWINGS FOR PAVING & UTILITY INFORMATION.
3. REFER TO MECHANICAL, ELECTRICAL, FIRE ALARM, FIRE PROTECTION, AND PLUMBING DRAWINGS FOR UTILITY INFORMATION.
4. CONTRACTOR IS RESPONSIBLE FOR REPAIR/REPLACEMENT OF ALL HARDSCAPE PLANTING OUTSIDE OF LIMIT OF WORK LINE FOR CONNECTION OF UNDERGROUND UTILITIES.

FACILITY:
MAMMOTH LAKES FOUNDATION
100 COLLEGE PKWY
MAMMOTH LAKES, CA 93546

PROJECT:
MAMMOTH ARTS & CULTURAL CENTER PHASE 2

SHEET NAME:
ENLARGED SITE PLAN

50% CD SUBMITTAL

DATE: 06/06/2024

CLIENT PROJ NO:

SHEET:

ENLARGED SITE PLAN **1**
1/16" = 1'-0"

A1.04

PLEASE RECYCLE

Autodesk Docs:2375009100.TDML Mammoth Arts Cultural Ctr Ph 2 Add2375009100-A-Arts_Cultural_Ctr_Ph2.rvt 6/7/2024 4:33:19 PM

Exhibit C

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL DOCUMENT AND TAX
STATEMENTS TO:

Town of Mammoth Lakes
Post Office Box 1608
Mammoth Lakes, CA 93546

Exempt from Recording Fees – Gov't Code §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Documentary Transfer Tax Pursuant to Section 11922 of the California Revenue and Taxation Code.

Property Address: 100 College Parkway
Mammoth Lakes, CA 93546

APN: 035-010-049-000

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Mammoth Lakes Foundation, a California nonprofit corporation ("**Grantor**"), hereby grants to the Town of Mammoth Lakes, a California municipal corporation ("**Grantee**"), the following described real property in the Town of Mammoth Lakes, County of Mono, and State of California (the "**Property**"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The grant is subject to the Restrictive Covenant attached hereto as EXHIBIT "B" and made a part hereof.

[Signature appears on the following page.]

GRANT DEED
(continued)

Dated: _____, 2024

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date set forth below.

"GRANTOR"
MAMMOTH LAKES FOUNDATION,
a California nonprofit corporation

By: _____

Luan Mendel,
Chairperson of the Board of Directors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ }

On _____, 2024, before me, _____, Notary Public (here insert name and title of the officer), personally appeared Jonathan Cornelius, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal

CERTIFICATE OF ACCEPTANCE OF BUYER

(Pursuant to Government Code §27281)

This is to certify that the interest in real property conveyed by Grant Deed dated _____ 2024 from Mammoth Lakes Foundation, a California nonprofit corporation, to the Town of Mammoth Lakes, a California municipal corporation, is hereby accepted by the undersigned authorized officer on behalf of the Town of Mammoth Lakes pursuant to the authority provided by resolution of the Mammoth Lakes Town Council adopted on October 18, 2012, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

By: _____
Rob Patterson, Town Manager

EXHIBIT "A"

The Property is situated in the Town of Mammoth Lakes, County of Mono, and State of California and is described as follows:

Exhibit C

EXHIBIT "B"

The conveyance of the Property is made subject to the following Restrictive Covenant:

A. WHEREAS, Grantee has the authority, pursuant to Title 7 of the California Government Code, to determine the permissible uses of the Property.

B. WHEREAS, Grantor and Grantee have agreed upon the purchase price and other consideration for the Property based upon the zoning and permitted uses of the Property as of the date of Grantor's execution of this Grant Deed, rather than with respect to any hypothetical zoning or permitted uses that could increase the value of the Property.

NOW, THEREFORE, in consideration of the promises and covenants in this Grant Deed, and for other good and valuable consideration, the receipt and sufficiency of which Grantor and Grantee acknowledge, Grantor declares as follows:

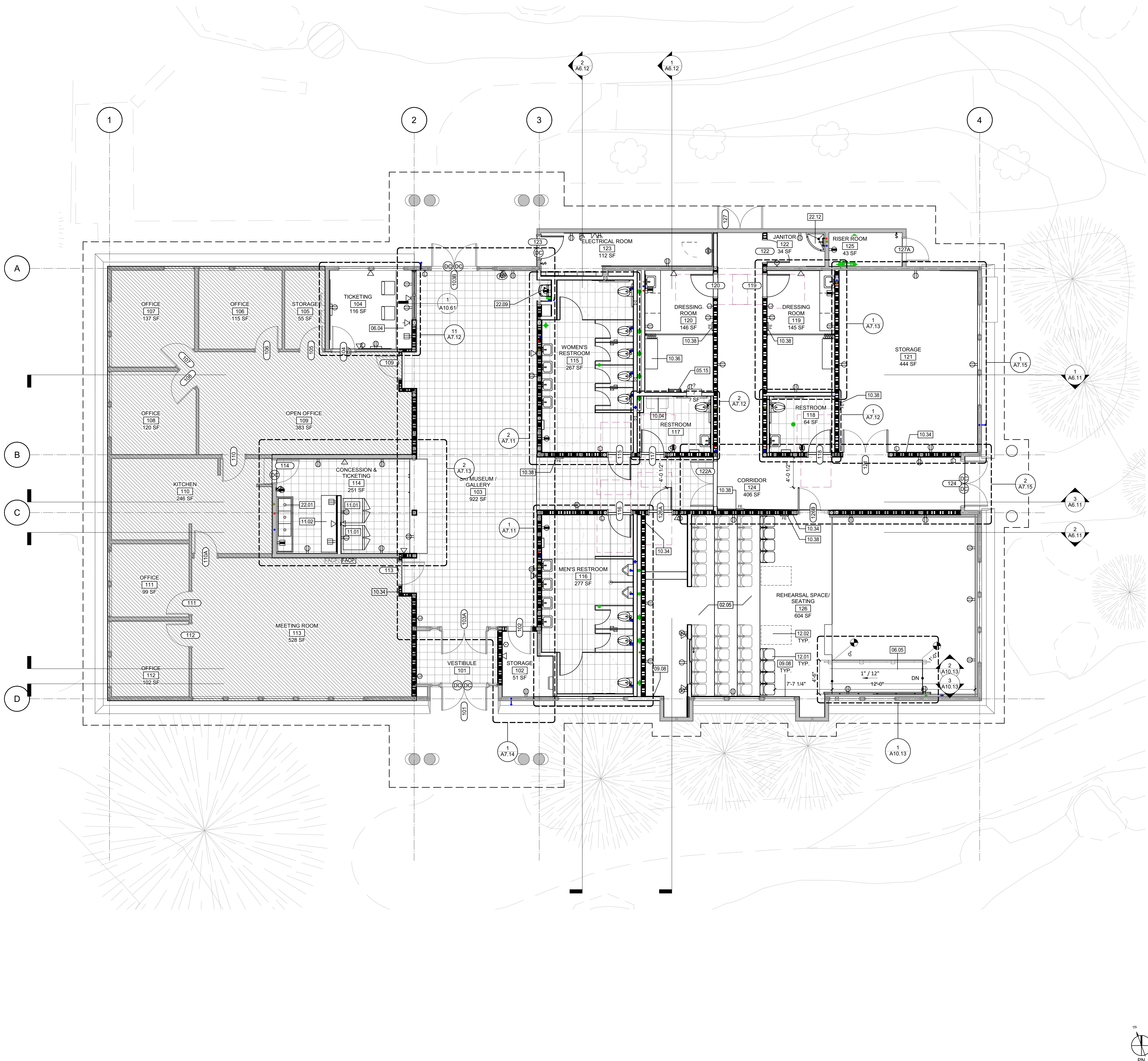
1. LIMITATION ON THE REZONING OF THE PROPERTY. Grantee shall be prohibited from rezoning the Property unless Grantee concurrently and identically or similarly rezones Grantor's neighboring property located at 10 Wagon Wheel Drive and bearing Mono County APN 035-010-052-000 (the MLF Property"). The terms of this Restrictive Covenant shall not apply, however, if at any time, Grantor notifies Town in writing that it does not wish to rezone any or all of the MLF Property.

2. COVENANT TO RUN WITH THE LAND. Grantor declares its express intent that the terms of this Restrictive Covenant shall run with the Property and shall bind all successors and assigns. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants, conditions, and restrictions, regardless of whether such covenants, conditions or restrictions are set forth in such contract, deed or instrument. All of the provisions of this Restrictive Covenant shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable law, including, without limitation, Section 1468 of the California Civil Code. Each covenant of these Deed Restrictions to do, or refrain from doing, some act on the Property hereunder: (a) is a burden on and is for the benefit of the Property; (b) runs with the Property; (c) is binding on Grantee and each successive owner of the Property during its or their ownership thereof; and (d) shall be a benefit to and burden on each of Grantor and Grantee and each successive owner of the Property, and each other person or entity succeeding in or to an interest in or to the Property.

3. TERM; AMENDMENT. This Restrictive Covenant shall be effective upon the recordation of this Grant Deed in the Official Records of Mono County, and shall run with the Property for the maximum period permitted under the laws of the State of California, unless sooner terminated or amended pursuant to the terms of any subsequent written instrument executed by Grantor and Grantee which is recorded in the chain of title to the Property in the Official Records of Mono County, California.

EXHIBIT D - Edison Hall Floor Plan

Autodesk Docs: 2375009000.TDML - Mammoth Arts Cultural Center Ph 12375009000-A-BLDG-Arts Cultural Center.rvt 1/30/2024 8:33:27 AM



LEGEND - IMPROVEMENTS

- EXISTING WALL
- 1 HR FIRE RATED WALL
- NEW WALL. REFER TO DETAIL
- NOT IN SCOPE OF WORK

Permit #BP23-00912

REVIEWED FOR CODE COMPLIANCE BY WILLIAM ENGINEERING
Approval of these plans & specifications shall not be construed to be a permit for, or an approval of any violation of any Federal, State, County or City laws or ordinances. One set of approved plans must be kept on the job until completion.
12:48:22 PM Feb 19, 2024
STAMP HERE



HMC Architects
2375009000



3546 CONCOURS STREET
ONTARIO, CA 91764
909 989 9979 / www.hmcarchitects.com

ISSUE	
DESCRIPTION	DATE
1 Revision 1	01/05/2024
2 Revision 2	01/30/2024

- KEYNOTES**
- 02.05 EXISTING SEATING AND PLATFORM TO REMAIN, TYP FOR THE FIRST 3 ROWS
 - 05.15 ROOF LADDER
 - 06.04 ACCESSIBLE SOLID SURFACE COUNTERTOP
 - 06.05 NEW STAGE ACCESSIBLE RAMP
 - 09.08 INFILL WINDOW PER DETAIL 6/A10.12. TYP ALL EXPOSED THEATER WINDOWS
 - 10.04 CHANGING STATION
 - 10.34 OCCUPANT LOAD SIGN PER DETAIL 9/A10.81
 - 10.36 20" WIDE X 48" LONG BENCH. REFER TO DETAIL 11/A10.71
 - 10.38 RECESSED FIRE EXTINGUISHER CABINET. REFER TO DETAIL 2 & 3/A10.71
 - 11.01 REFRIGERATOR. REFER TO DETAIL 15/A10.61 FOR FREE-STANDING EQUIPMENT ANCHORING
 - 11.02 STAINLESS STEEL WORK TABLE
 - 12.01 INSTALL SALVAGED CHAIRS. TOTAL OF 8. OWNER TO REVIEW ALL SALVAGED CHAIRS AND SELECT THOSE TO BE REINSTALLED HERE
 - 12.02 ACCESSIBLE SEATING AREA
 - 22.01 3 COMPARTMENT WITH LEFT DRAINBOARD
 - 22.09 REINSTALL SALVAGED DRINKING FOUNTAIN AND BOTTLE FILLER
 - 22.12 MOP SINK. PROVIDE 4' HIGH FRP WALL ON THE 3 WALLS AROUND THE SINK

- NOTES**
1. REFER TO SHEET G0.11 FOR TYPICAL SYMBOLS AND ABBREVIATIONS.
 2. REFER TO G-SERIES SHEETS FOR ADDITIONAL INFO AND CODE REQUIREMENTS.
 3. FOR ADDITIONAL ELEVATION CALLOUTS SEE ENLARGED PLANS.
 4. REFER TO INTERIOR ELEVATIONS FOR ALL CASEWORK INFORMATION.
 5. ALL DIMENSIONS ARE FROM TO THE FACE OF THE STUD UNLESS NOTED OTHERWISE.

FACILITY:
**100 COLLEGE PARKWAY
MAMMOTH LAKES, CA 93546
UNITED STATES**

PROJECT:
Arts and Cultural Center

SHEET NAME:
FLOOR PLAN - IMPROVEMENTS

100% CONSTRUCTION DOCUMENTS

DATE: 01/30/2024 CLIENT PROJ NO:
SHEET:

Mammoth Lakes Town Council Agenda Action Sheet

Title: Update of draft Official Ballot Language – 2% Transient Occupancy Tax Increase

Council Meeting Date: 7/3/2024

Prepared by: Rob Patterson, Town Manager

Recommended Motion: Town Council will receive a presentation of the updated draft official ballot language for the 2% Transient Occupancy Tax increase and provide direction to staff in developing the final language for adoption in July.

Summary: Staff continues to work with our Consultant, Team CivX, on the development of the official ballot question. This initiative is a general tax which requires our comments to remain general, in support of a general tax initiative. The proceeds of the tax cannot be designated for anything but general fund obligations and therefore must remain consistent in that messaging. The Town Council provided input on concerns with the existing language and each of those items were addressed. The largest change was the inclusion of the incremental tax expected rather than the total tax which serves to remove confusion inherent in the previous language. The Town also made edits that would reduce conflict with the Mammoth Lakes Fire Protection District (MLFPD) initiative which is also expected to be on the fall ballot. Language around wildfire mitigation was removed, in spite of the fact the Town provides some support to Whitebark on the ESCCRP project which also fits into that category. The language was switched to disaster preparedness which has direct ties to the impacts of last winter's storms on our community. The Town also finished the After-Action Review of our response to that emergency, which outlined a number of steps the Town will need to take. This all fits nicely while coordinating with the MLFPD and removing conflicts. The new draft language is listed below:

To support general town services — without increasing taxes on Mammoth Lakes residents — such as providing affordable workforce housing to sustain the local economy, supporting public safety, enhancing disaster preparedness, repairing roads, improving recreation amenities and supporting snow removal, shall the Town of Mammoth Lakes' measure increasing the transient occupancy tax by 2% be adopted, generating approximately \$4,000,000 annually until ended by voters, paid only by hotel and short- term rental guests, with annual audits and all funds staying local?

In addition to the ballot question, the Town is working on a mailer / survey that will be mailed prior to the July 3rd meeting. This mailer draft, attached for your review, provides more specific examples of how the revenues will support the community.

The Town does not need to have a first and second reading of the ordinance adopted in July. The approval to move forward with this ballot measure only requires a resolution from the Town Council which will be provided at the July 17th meeting. The Ordinance component is required once the initiative passes by voters, so we have time to get that completed.

Maintaining the Quality of Life in Mammoth Lakes



Take Our Town Survey!

Para obtener más información en español sobre los planes de Mammoth Lakes para nuestro pueblo, mire en la parte posterior



Town of Mammoth Lakes
PO Box 1609
Mammoth Lakes, CA 93546

PRSRIT STD
U.S. POSTAGE
PAID
CORNERSTONE

Mammoth Lakes welcomes your comments and questions as we plan for the future of our town. Please complete and return the attached survey to share your priorities. You may also take the survey online by visiting tinyurl.com/MammothLakesMeasure or scanning the QR code.



Mammoth Lakes le da la bienvenida a sus comentarios y preguntas mientras planificamos el futuro de nuestro pueblo. Por favor, complete y devuelva la encuesta adjunta para compartir sus prioridades. También puede realizar la encuesta en línea visitando tinyurl.com/MammothLakesEncuesta o escaneando el código QR.



- townofmammothlakes.ca.gov
- [/TownofMammothLakes](https://www.facebook.com/TownofMammothLakes)
- [@townofmammothlakes](https://www.instagram.com/townofmammothlakes)
- [@TownofMammoth](https://twitter.com/TownofMammoth)

TOWN OF MAMMOTH LAKES
PO BOX 1609
MAMMOTH LAKES CA 93546-1609

PLACE
STAMP
HERE



We Want to Hear from You!
We welcome your feedback and questions. For more information or to provide input, please scan the QR code or visit tinyurl.com/MammothLakesMeasure



Developing Local Solutions for **WORKFORCE HOUSING** and a Thriving Community, **WITHOUT INCREASING TAXES** on Mammoth Lakes Residents



Mammoth Lakes is renowned for its stunning natural beauty, vibrant community, and high quality of life. Our town offers unparalleled access to year-round recreational activities, a thriving arts scene, and diverse local services, making it a wonderful place to live, work, and play.

Lack of Housing Access Is Putting a Strain on Our Local Economy

While Mammoth Lakes thrives as a premier destination, attracting hundreds of thousands of visitors each year, the town and its residents face growing challenges, particularly around affordability for working families. The rising cost of housing has made it difficult for many residents and workers to live in the town where they work. Initiatives like "Housing Now!" and The Parcel Project have made great strides toward housing solutions that support our local workforce and community, but neither have a reliable funding source.

Disaster Preparedness and Public Infrastructure Are Also Local Priorities

Roads, sidewalks, public trails, parks, and open spaces require regular repair for residents and visitors to safely enjoy the various recreational opportunities available in our community. The longer that road and public infrastructure repairs go unaddressed, the more expensive they are to complete, causing both financial and safety concerns. Finally, with the growing threat of extreme weather, wildfires and unpredictable climate as our new normal, resources are needed to ensure we are prepared when disaster strikes.



Extreme snowfall in 2023 created unique challenges for our roads and public infrastructure

Potential Transient Occupancy Tax (TOT) Measure Could Fund Town Services Without Increasing Taxes on Mammoth Lakes Residents

To address these challenges and continue dedicated, local funding for essential town services, the Town of Mammoth Lakes is considering placing a measure on the ballot this fall that would increase the existing TOT — paid only by hotel and short-term rental guests — by 2%. A 2% TOT increase would generate an additional \$4 million annually, contributing to a total amount of \$30 million per year, which could be used to support essential town services, including:

- Providing affordable housing for our local workforce, allowing teachers, nurses, and hospitality workers to live in the community they serve
- Maintaining public trails, parks, and open spaces to ensure these areas remain safe, beautiful, and accessible for recreational activities
- Enhancing public safety by ensuring our emergency services are well funded and have the resources they need
- Improving disaster preparedness and response by equipping our town with the necessary resources to prevent and address increasingly destructive disaster threats such as winter storms leading to structural damage and propane line explosions
- Repairing roads, maintaining sidewalks, and continuing to fund high-quality snow removal equipment to promote safe and efficient movement throughout the community of Mammoth Lakes



The Parcel Project will provide affordable housing for local residents

Key Features & Accountability Provisions of the Potential Measure

The potential measure would include fiscal accountability protections to ensure funds are spent as intended, such as:

- Local Control:** By law, all funds must be spent only here in Mammoth Lakes supporting essential town services — nothing could be taken by the State or other communities.
- Visitor Funded:** Local residents would not bear the cost. The TOT is paid only by visitors staying in hotels and short-term rentals.
- Transparency:** All funds raised from the TOT would be subject to independent annual audits and public disclosure to ensure they are used effectively and as intended.

Name: _____
 Address: _____
 Phone: _____
 Email: _____
 Comments/Questions: _____

	LOW	MEDIUM	HIGH
Providing affordable housing for our local workforce, allowing teachers, nurses, and hospitality workers to live in the community they serve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintaining public trails, parks, and open spaces to ensure these areas remain safe, beautiful, and accessible for recreational activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Enhancing public safety by ensuring our emergency services are well funded and have the resources they need	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Improving disaster preparedness and response by equipping our town with the necessary resources to prevent and address increasingly destructive disaster threats such as winter storms leading to structural damage and propane line explosions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Repairing roads, maintaining sidewalks, and continuing to fund high-quality snow removal equipment to promote safe and efficient movement throughout the community of Mammoth Lakes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please rate the importance of the following priorities for our town:

We Want to Hear from You!
 We welcome your feedback and questions. For more information or to provide input, please scan the QR code or visit tinyurl.com/MammothLakesMeasure



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) – Bubser, 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.