



## Town Council Agenda

Wednesday, July 17, 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](http://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](http://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](mailto:clerk@townofmammothlakes.ca.gov) before and during the meeting, or may be made in person or via Zoom.

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

### ZOOM INFORMATION

*Join from a PC, Mac, iPad, iPhone, or Android device:*

*Please type in or cut and paste in this URL to join. <https://monocounty.zoom.us/j/92958002088>*

*Or join by phone:*

*Dial (for higher quality, dial a number based on your current location):*

*US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 646 876 9923*

*Webinar ID: 929 5800 2088*

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

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**1. CALL TO ORDER AND ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENTS**

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

**4. ADDITIONS TO THE AGENDA**

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

**5. WORKSHOP WITH THE BOARD OF MAMMOTH LAKES RECREATION**

Mammoth Lakes Recreation Board Treasurer Heather Schaubmayer will be participating remotely from the Grand Sierra Resort - Business Center 2500 E. 2nd St., Reno, NV 89595.

**5.1 Workshop with the Board of Mammoth Lakes Recreation.**

**5.2 Approve the use of \$25,000 in Measure R Special Project Funds in fiscal year 2024/25 for Community Recreation Center Sport Court Flooring.**

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

**6.1 Mammoth Main Base Redevelopment Project ("Evolving Main") Update – July 2024.**

**6.2 Parcel Affordable Housing Project Construction Update.**

**7. CONSENT AGENDA**

**7.1 Approve the minutes of the regular meeting of July 3, 2024.**

**7.2 Adopt the Resolution ordering the levy and collection of assessment within the CFD No. 2013-3 (Transit Services) for fiscal year 2024/25.**

**7.3 Authorize the addition of a subcontractor for the Dog Park Project.**

**7.4 Appoint Cynthia Fleming, Dawn Vereuck, and Lana Grand to the Planning and Economic Development Commission with terms expiring on July 31, 2028.**

**7.5 Award the contract for the Mammoth Yosemite Airport General Aviation and Terminal Parking Lot Reconstruction Project.**

**7.6 Adopt the resolution authorizing the temporary closure of Town roads for special events.**

**7.7 Accept the Project Closeout Report For CAP 17-009 Fuel Island Upgrades.**

7.8 Accept Check Register 6/27/24 in the amount of \$1,179,547.65. Accept Check Register 7/2/24 in the amount of \$1,385,169.74.

**8. POLICY MATTERS**

8.1 Resolution to Implement Flock Safety.

8.2 Review of the ordinance regarding AB 481 Military Equipment Use.

8.3 Adopt the resolutions and introduce the ordinance to add a ballot measure to the November 5, 2024 General Municipal Election regarding an increase to the Transient Occupancy Tax (TOT).

8.4 Consider approval of the program guidelines for the Lease to Locals program.

**9. COUNCILMEMBER REPORTS**

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

**10. CLOSED SESSION**

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

**11. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION**

**12. ADJOURNMENT**

The Town Council will adjourn to a special meeting to be held on Wednesday, August 7, 2024 at 12:00 at the Park at the Parcel.



Title: Joint Workshop - Mammoth Lakes Recreation and Town Council

Meeting Date: July 17, 2024

Written by: Kim Anaclerio, Program Director

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**RECOMMENDATION:**

Participate in a joint workshop with the Mammoth Lakes Recreation Board, provide input on future planning process.

**BACKGROUND:**

As Mammoth Lakes Recreation enters its 10<sup>th</sup> year as a recognized non-profit organization, and prepares to evaluate the initial strategic plan, we value the Town Council's feedback and direction from this joint workshop.

We are looking to discuss, from Council's and Board Member's historical perspective, the original intent of Mammoth Lakes Recreation (MLR); the benefits MLR is currently bringing to the Town of Mammoth Lakes; and where the future focus and priorities lie for MLR. Over the past three years, MLR has been taking small, incremental steps to achieve tangible successes. We want to leverage these successes as we continue to grow and mature as a community organization, in conjunction with the new Office of Outdoor Recreation and other local partners.

**ANALYSIS:**

The current 2016 – 2021 Strategic Plan can be found [HERE](#), and is also attached to this document.

Through the years, the "Vision" (pg. 4) of MLR holds true "To transform Mammoth Lakes into a world class high-altitude training center, a premier mountain arts and culture destination, and the best alpine recreation community in the country." With the 2028 Summer Olympics being held in Los Angeles, there is an opportunity to highlight Mammoth Lakes as the high-altitude training center of choice. MLR can support existing opportunities, e.g. Mammoth Track Club, The Crib, etc., work with potential funders to establish infrastructure and technology, and participate in a scoping / needs assessment. To further the vision of being a premier mountain arts and culture destination, MLR will continue to develop Mammoth Lakes Arts on the 4th Festival and other arts opportunities into 'can't miss' events. Being the best alpine recreation community in the nation is being furthered by the grant-funded implementation of the Sherwins Meadow Trailhead and surrounding trails as part of the Sherwins Area Recreation Plan, continued implementation of the Trail System Master Plan, and node planning for future opportunities.

As a quick review, here are excerpts from the "Organizational Background" (pg. 6) section of the Plan to consider:



1. Mammoth Lakes Recreation was conceived as an important way to enhance and build upon existing recreation assets and opportunities in Mammoth Lakes in order to achieve the vision to “be the best alpine recreation community in the country.”
2. The formation of MLR was intended to achieve desired community outcomes by addressing a variety of areas from community health to economic vitality.
3. Anticipated positive outcomes include increase in user participation in current and emerging recreation activities, strengthening the “Mammoth Lakes” brand, increase in recreation product development linked to target market segments and priorities, strategic use and leveraging of Measures R & U, and fostering awareness and support for stewardship of the region’s natural resources.

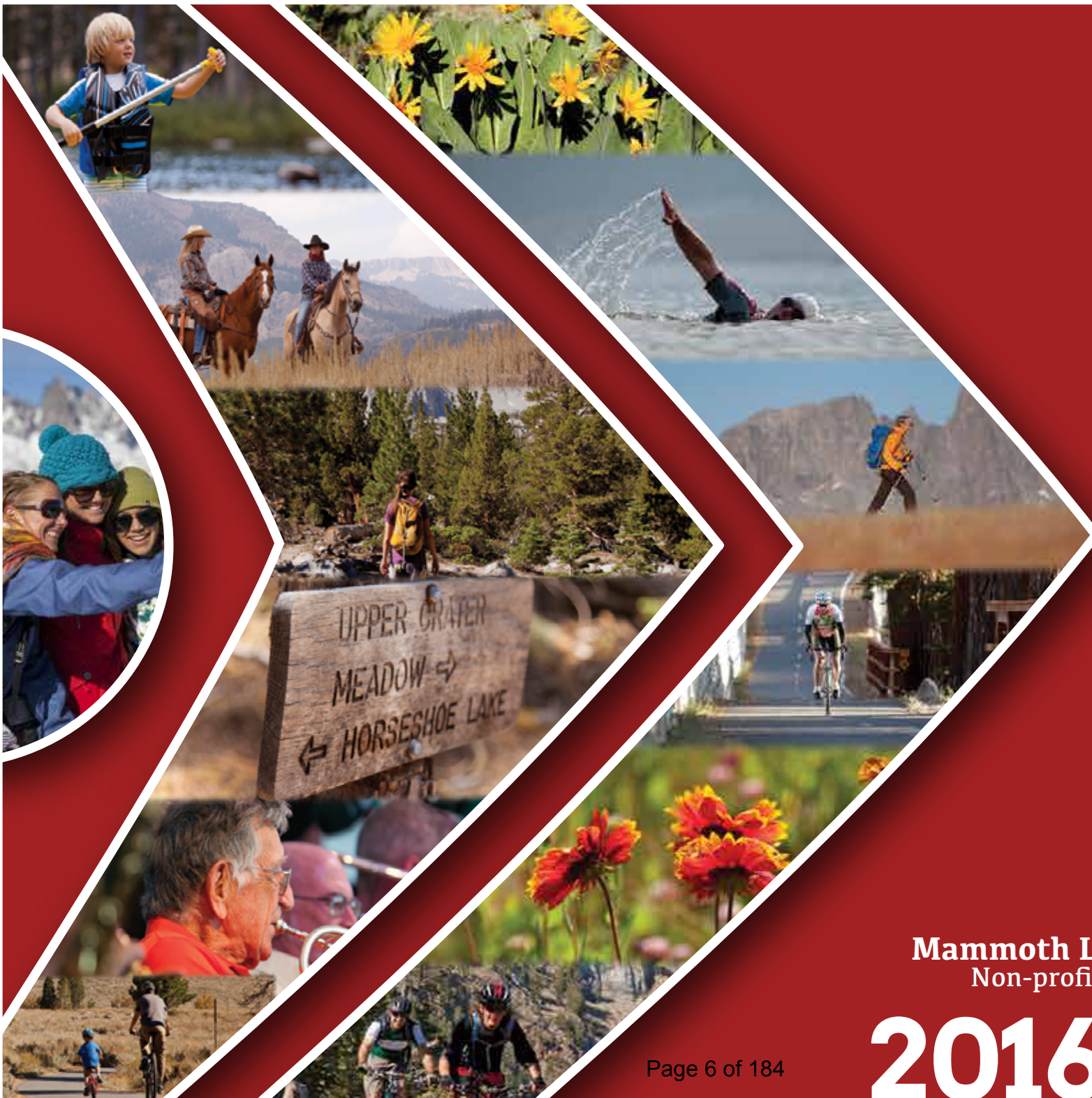
In staying true to its’ vision and mission, MLR adheres to the following four basic “Guiding Principles” (pg. 8):

1. **Quality of Life:** MLR operates under the basic premise that creating and enhancing the broadest possible range of quality, sustainable recreation opportunities in and around Mammoth Lakes, California, improves the quality of life, experience, and general health and wellness of residents and visitors alike, making our community an ever better and ever more viable place to live, work, invest, and do business.
2. **Public Benefit:** MLR works to support, develop and recommend funding for projects and programming that are accessible and available to the broadest number of community stakeholders.
3. **Sustainability:** In order to sustain quality recreational benefits and amenities for present and future generations, MLR works to support, develop and recommend funding for projects and programming that complement the natural landscape and environment, provide year-round opportunities, and are demonstrably sustainable in the long term, economically, socially and environmentally.
4. **Stewardship:** MLR understands recreation to be the gateway for understanding and caring for the precious landscape, public lands, and community values that underpin the economy of Mammoth Lakes, California, and the quality of life and experience for all its residents, visitors and other stakeholders.

MLR’s Guiding Principles clarify its ethical mandate, and the organization’s five (5) “Strategic Pillars” (pg. 11) describe the foundation for its decision-making and outreach, informing ongoing growth and development.

1. Strategic Investment
2. Stable Partnership
3. Sensible Entrepreneurship
4. Sustainable Development
5. Passionate Advocacy

As MLR embarks on developing the next strategic plan, and works to ensure programmatic work tightly aligns with that strategic plan, areas of focus and priority from the Town of Mammoth Lakes is sought in these five Strategic Pillars and operational capacity.



**Mammoth Lakes Recreation**  
Non-profit Strategic Plan

**2016-2021**

# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

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# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Executive Summary

With outdoor recreation, arts and culture providing experiences that many of our visitors and residents alike aspire to access and enjoy, it is time to consider how our community is going to enhance and sustain these experiences in order to achieve economic sustainability and a desired quality of life.

The community of Mammoth Lakes chose to invest in its outdoor recreation, mobility and arts & culture assets not once, but twice, through the passage of special taxes, Measures R and U. Mammoth Lakes Recreation is focused on enhancing and improving our outdoor recreation, arts and culture facilities and experiences by working to leverage the special funding sources already in place and introducing new and innovative ways for sustaining these valuable assets.

The Mammoth Lakes Recreation Strategic Plan is intended to provide the framework to guide and inform future decisions about investment in our community's outdoor recreation and arts and culture assets. It defines central pillars that will serve as the foundation for identifying key projects and programs for implementation and reaffirms the guiding principles for decision-making.

As with any Strategy, this one will only be effective through collaboration and coordination among the diverse and passionate interests throughout our community. Mammoth Lakes Recreation encourages the community to continue to provide input to help keep this Strategy relevant and focused on achieving the goals outlined. Throughout the years to come we want to celebrate with you the accomplishments gained as a result of implementing the Mammoth Lakes Recreation Strategic Plan.

— Danna Stroud, MLR Board Chair

*“Recreation is not a secondary concern for a democracy. It is a primary concern, for the kind of recreation a people make for themselves determines the kind of people they become and the kind of society they build.”*

– Harry Allen Overstreet



# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Vision

To transform Mammoth Lakes into a world class high-altitude training center, a premier mountain arts and culture destination, and the best alpine recreation community in the country.

### Mission

To deliver cutting edge sustainable recreation, mobility and arts & culture opportunities and infrastructure for the benefit of the community and natural environment of Mammoth Lakes.

**Recreation:** n., refreshment of strength and spirits after work; restoration to health; from Latin re- + creare to create anew, restore, refresh.

# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Organizational Overview

Mammoth Lakes Recreation (MLR) is a California-registered 501(c)3 organization formed in 2014 to provide efficient public oversight and strategic recommendations for the leveraging and effective expenditure of municipal tax revenues derived from Measures R and U, and for the broader enhancement of opportunities and infrastructure for recreation, arts, culture and mobility in Mammoth Lakes, California.

MLR's vision grows directly out of a 2010 community collaborative document entitled Recreation Vision & Strategies (RecStrats), acknowledging the fundamental value of recreation to the town and community of Mammoth Lakes "from both a quality of life and economic sustainability perspective," and the need for a "focused effort to enhance the recreation experience."

As the strategic engine of that effort, MLR works with government leadership and private stakeholders to identify and develop cutting-edge recreation opportunities that complement our world-class natural surroundings. The shared vision of this community-inspired endeavor is to transform Mammoth Lakes into the best alpine recreation community in the country.



# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Organizational Background

Formed in June 2014 as a California 501(c)(3) nonprofit public benefit corporation, Mammoth Lakes Recreation was conceived as an important way to enhance and build upon existing recreation assets and opportunities in Mammoth Lakes in order to achieve the vision to “be the best alpine recreation community in the country.”

Through a series of public workshops held in the summer of 2013, the concept of MLR was vetted by a Steering Committee that developed a recommendation to preserve the Town’s Municipal Recreation programs and services while moving forward with formation possibilities for MLR in an effort to augment and enhance all recreation throughout the community.

The Town Council approved the recommendation and a smaller committee was formed in the fall of 2013 to further develop MLR formation concepts that included strategies, organizational structure, funding and potential measurements to define the effectiveness and success of a new organization. In February 2014, the Town Council approved the committee’s recommendation to move forward with the formation of MLR. A Formation Committee was seated to establish articles of incorporation, by-laws, contract agreement with the Town and approve the first board of directors.

The formation of MLR was intended to achieve desired community outcomes by addressing a variety of areas from community health to economic vitality.

Anticipated positive outcomes include increase in user participation in current and emerging recreation activities, strengthening the “Mammoth Lakes” brand, increase in recreation product development linked to target market segments and priorities, strategic use and leveraging of Measures R & U, and fostering awareness and support for stewardship of the region’s natural resources.





# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Sustainable Recreation

Outdoor recreation is a critical sector of the American economy, contributing \$646 billion dollars in annual direct spending nationwide and contributing significantly to other sectors such as manufacturing, retail trade, tourism and travel. In California alone outdoor recreation generates \$85.4 billion in consumer spending and contributes 732,000 direct California jobs. Mammoth Lakes, surrounded as it is by unique natural landscapes, vast open space, and extensive public lands, outdoor recreation—including the tourism it generates (to the tune of nearly 3 million annual visitors)—is the town's and the greater region's primary economic driver. Recreation in its broadest sense, including quality offerings for year-round outdoor and indoor physical recreation as well as arts and cultural opportunities, serve to attract and sustain families and businesses and to create a healthy, vibrant, resilient, economically-viable community.

*The growing challenge of sustaining outdoor recreation opportunities requires a clear national vision and a bold strategy to meet the environmental, social, and economic needs of present and future generations.*

– USFS Framework for Sustainable Recreation



# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN



### Guiding Principles

In pursuing its mission and goals, MLR adheres to the following four basic principles:

**1. Quality of Life:** MLR operates under the basic premise that creating and enhancing the broadest possible range of quality, sustainable recreation opportunities in and around Mammoth Lakes, California, improves the quality of life, experience, and general health and wellness of residents and visitors alike, making our community an ever better and ever more viable place to live, work, invest, and do business.

**2. Public Benefit:** MLR works to support, develop and recommend funding for projects and programming that are accessible and available to the broadest number of community stakeholders.

**3. Sustainability:** In order to sustain quality recreational benefits and amenities for present and future generations, MLR works to support, develop and recommend funding for projects and programming that complement the natural landscape and environment, provide year-round opportunities, and are demonstrably sustainable in the long term, economically, socially and environmentally.

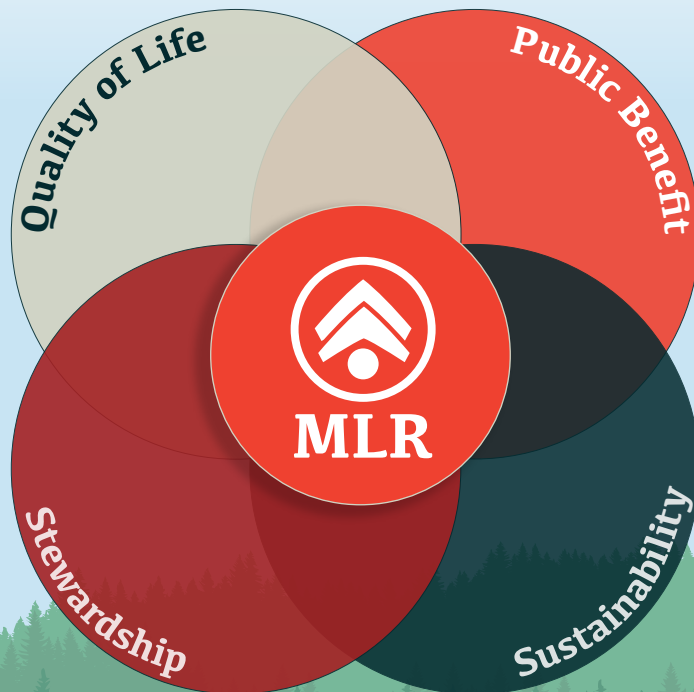
**4. Stewardship:** MLR understands recreation to be the gateway for understanding and caring for the precious landscape, public lands, and community values that underpin the economy of Mammoth Lakes, California, and the quality of life and experience for all its residents, visitors and other stakeholders.

# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### GUIDING & ENCOURAGING

MLR uses an advocacy model steered by four guiding principals, as an interlocking and overlapping approach to expanding community benefit. All four core principals work together to inspire the greatest possible innovation, sustainably, with proper outcomes oversight.



#### Five Steps to Cooperation:

**Quality of Life** – A healthy and happy community is a benefit to all, and a natural attraction for those who visit and aspire to the value it offers.

**Public Benefit** – Value is a concept measured by diversity of opportunity, benefiting many.

**Sustainability** – Without sustainability, value, benefit and quality are fleeting and short-lived.

**Stewardship** – Sustainability only comes through active efforts to protect resources and maintain value.

**MLR Advocacy** – Not simply a funding entity or gathering place of human effort; MLR is an engine of innovation designed to inform, promote, and build valuable opportunity for community stakeholders.



# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Strategic Pillars

If MLR's interlocking Guiding Principles clarify its ethical mandate, the organization's Strategic Pillars describe the foundation for its decision-making and outreach. The five pillars robustly support and describe the benefit model, providing a framework which will inform ongoing growth and development. The structure trades complexity for stability, reflecting MLR's targeted mission.

*“Leave all the afternoon for exercise and recreation, which areas necessary as reading. I will rather say more necessary because health is worth more than learning.”*

*– Thomas Jefferson*



# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### FIVE PILLARS OF SUPPORT

Mammoth Lakes is a vibrant and growing community of common values when it comes to recreation. In order to leverage these common values into tangible outcomes, MLR bases its organizational efforts on four foundational pillars—Investment, Partnership, Entrepreneurship and Development—grouped around a fifth and central pillar of community Advocacy.



#### *Strategic* **Investment**

MLR strives to apply models of considered investment, bringing new and sustainable resources for community benefit with maximum leverage and return on investment.



#### *Stable* **Partnership**

As our community's chief advocate for recreational development, MLR works to build a rich portfolio of partnerships with a wealth of diverse capabilities, resources and growth potential.



#### *Sensible* **Entrepreneurship**

MLR seeks to evaluate and incubate new areas of innovation for community recreational benefit, economic health and vitality.



#### *Sustainable* **Development**

MLR strives to develop new and ever more sustainable ways to benefit the community of Mammoth Lakes, to improve its organizational self-sufficiency and economic leverage.

# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Investment

MLR's outreach effort is directed at making the most effective, beneficial and strategic investments possible in the Mammoth Lakes "recreation product." To service this goal, allocations of funding, and other resources for programming and infrastructure from Measures R or U, including other unrestricted sources, are recommended or approved by the MLR board. Decision criteria is based on MLR vision, mission and guiding principles, sound due-diligence and strategic planning. Care is taken to avoid duplicating existing equally-accessible infrastructure or services; while ensuring equal access to opportunity and benefit for all socio-economic levels.

### Partnership Targets:

- Relevant Government Agencies
- Non-Governmental Agencies and other nonprofits
- Municipal Committees, City Departments and Programs
- Recreational User Groups and Related Stakeholders
- Private Sector or Corporate Partners



# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Partnership

MLR focuses its capacity, resources and expertise on developing and maintaining strategic and sustainable partnerships for the development of recreation opportunities and the effective mutual leveraging of capital, infrastructure and other resources.

MLR is committed to providing assistance and capacity to its partners for the development of strategic business plans, project prospectuses, timelines and budgets in order to better leverage allocations, to

**A challenge in which a successful outcome is assured isn't a challenge at all.**

– Jon Krakauer

help secure external funding, and to achieve successful implementation of specific projects.

As part of this strategic pillar, MLR is committed to working with a variety of partners to establish and maintain a single fund and central point of administration for the sustainable funding of and investment in strategic cultural and recreation events.

### Development Options:

- Funding specific projects
- Development-focused advocacy
- Producing, hosting or co-sponsoring local events
- Developing community capital campaigns
- Strategic planning projects

### Development Goals:

- Exploring crowdsourced development or funding models
- Researching and promoting new models of benefit and opportunity
- Expanding unrestricted revenue generation from events and giving campaigns
- Developing revenue and funding resources for specific recreation projects such as the proposed “Adopt-A-Trail” program for the Mammoth Lakes Trail System.

# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Entrepreneurship

Through partners, town staff, ad-hoc committees, user groups or other stakeholders, MLR seeks to identify new recreation opportunities for Mammoth Lakes. This includes exploring existing but under-developed or under-funded opportunities; evaluating their viability, sustainability and public benefit, either for direct investment or other capacity support.



### Development

MLR seeks to establish and grow an endowment of unrestricted organizational funds which can be used to further grow its mission. This revenue will also further leverage to funds available through Measures R and U.

Utilizing this growing resource pool, MLR will identify potential sponsorships, grant opportunities and create strategic alliances with private-sector sources partners to secure sustainable funding.

These additional resources will fund specific projects, development-focused advocacy, or to support the broader organizational mission.





# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### CENTRAL PILLAR

Of all the functions of community organizations, Advocacy is one of the most critical. By focusing on communications, consensus, and building relationships; this pillar describes MLR's role of listening to the community, sharing its views with stakeholders in a variety of formats, and fueling ongoing development of shared benefit for all.



#### *Passionate* **Advocacy**

##### **MLR Advocacy Model:**

###### **Initiatives**

Creating & managing new projects; informing areas of valuable benefit

###### **Publishing**

Packaging research & innovation to share with community stakeholders

###### **Awareness**

Maintaining an understanding of shared community needs & goals for growth

###### **Strategy**

Monitoring innovation & helping to manage development loads with solution models

###### **Outcomes**

Monitoring outcomes of projects; measuring and quantifying their value & efficacy

###### **Monitoring**

Observing policy evolution and resource allocation; building stakeholder consensus

###### **Consulting**

Aiding and sharing in the development of change models with various stakeholders

###### **Research**

Monitoring areas of available innovation pursuant to community goals



# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Advocacy

Contained within a discrete, four square-mile urban boundary, the Town of Mammoth Lakes, the highest-altitude municipality in California, is surrounded by many hundreds of thousands of acres of protected public lands. The great majority of these lands—including forests, lakes, streams, meadows, high Alpine peaks, designated wilderness areas, open sagebrush steppes, hundreds of miles of soft-surface trails and roads, a broad variety of ecosystems and wildlife, and a range of volcanic, geothermal and other unique geological features—are managed by the US Forest Service (Inyo National Forest).

Other land and resource management agencies in the region include the US Park Service, the Bureau of Land Management, the Los Angeles Department of Water and Power (LADWP), the State of California, Mono and Inyo Counties, and other entities. The largest commercial permit holder on the Inyo National Forest is the Mammoth Mountain Ski Area, which sees well over a million annual skier and mountain biker visits on land and facilities that can only be accessed through the Town of Mammoth Lakes.

Mammoth Lakes serves as a unique and historic gateway to these public lands, and to the broad range of recreation opportunities they provide both for residents and for the nearly 3 million visitors who come to recreate here every year. As such, Mammoth Lakes

#### RECREATION ADVOCACY STATS:

- \$646 billion: consumer spending nationwide
- 6.1 million: direct jobs nationwide
- \$85.4 billion: consumer spending in California
- 732,000: direct California jobs
- 3 million +: annual visitors to Mammoth Lakes
- 2.3 million +: annual skier/snowboarder/mountain biker visits to Mammoth Mountain
- 18 million +: people living within 5-hour drive of Mammoth Lakes
- 4: square miles Mammoth Lakes urban area
- 2 million: acres in Inyo National Forest
- 94: percent land publicly-owned in Mono County

# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN



depends on these public lands both for the quality of life of its residents, the quality of experience for its visitors, and by extension its economic viability. MLR is therefore committed, as part of its core mission, to work directly with land and resource management agencies, national and regional policymakers, the Town of Mammoth Lakes, and other relevant entities, to identify and engage with national recreation trends and industry leaders to position Mammoth Lakes as a model sustainable-recreation community, and to advocate rigorously on behalf of its stakeholders and visitors for:

- Improved access to the broadest possible range of sustainable outdoor recreation, cultural and interpretive opportunities
- Improved infrastructure and recreational amenities
- Improved community-based stewardship of infrastructure and resources
- Minimization of conflict between user groups
- Minimization of impact on natural environment and resources
- Watershed and viewshed protection
- Recreation education, ethics and safety
- Health, wellness and other community benefits of recreation
- Mitigation of and adaptation to climate change and other long-range environmental impacts

# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Organizational Capacity

MLR brings sustainably-funded, year-over-year professional capacity, strategic focus and leadership for the benefit of all community stakeholders and recreation user groups.

*What we do during our working hours determines what we have; what we do in our leisure hours determines what we are.*

– George Eastman



# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN



### OPERATIONS CAPACITY

**Executive Director:** MLR is run by a full-time paid Executive Director, who serves as the organization's chief financial and administrative officer, reporting directly to and working in close collaboration with MLR's Board of Directors to fulfill the organization's non-profit mission. Executive Director is MLR's key management leader and is responsible for overseeing MLR's operations, administration, staff and volunteers, short- and long-term strategic planning of recreation opportunities and infrastructure, funding recommendations, project implementation, as well as financial planning, leveraging of funds and business development. Other primary duties, working with key members of the Board of Directors, include fundraising, marketing, community outreach and public relations.

**Executive Assistant:** Assisting the Executive Director in performing these duties is a full-time paid Executive Assistant.

**Mammoth Lakes Trail Coordinator:** MLR, its Executive Director, and the Mammoth Trails Committee also work closely with the full-time Town of Mammoth Lakes Trails Coordinator, and have recommended ongoing municipal funding for that position.

**Contractors:** As necessary MLR also relies on a variety of outside contractors, including individuals and non-profit partners such as Friends of the Inyo and MLTPA, for professional services, consulting, and project management support.

# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

**Board & Committees:** MLR is governed by a board of nine volunteer directors, including one appointee from Town Council and one from the board of Mammoth Lakes Tourism (MLT). Terms expire every two years, with four terms expiring in even years and three in odd years. The two appointed positions do not expire while the appointee has status with the appointing organization. Board-appointed MLR committees include those charged with overseeing Allocations, Board Nominations, Communications & Fundraising, the Mammoth Trails Committee, and Financial Reconciliation.

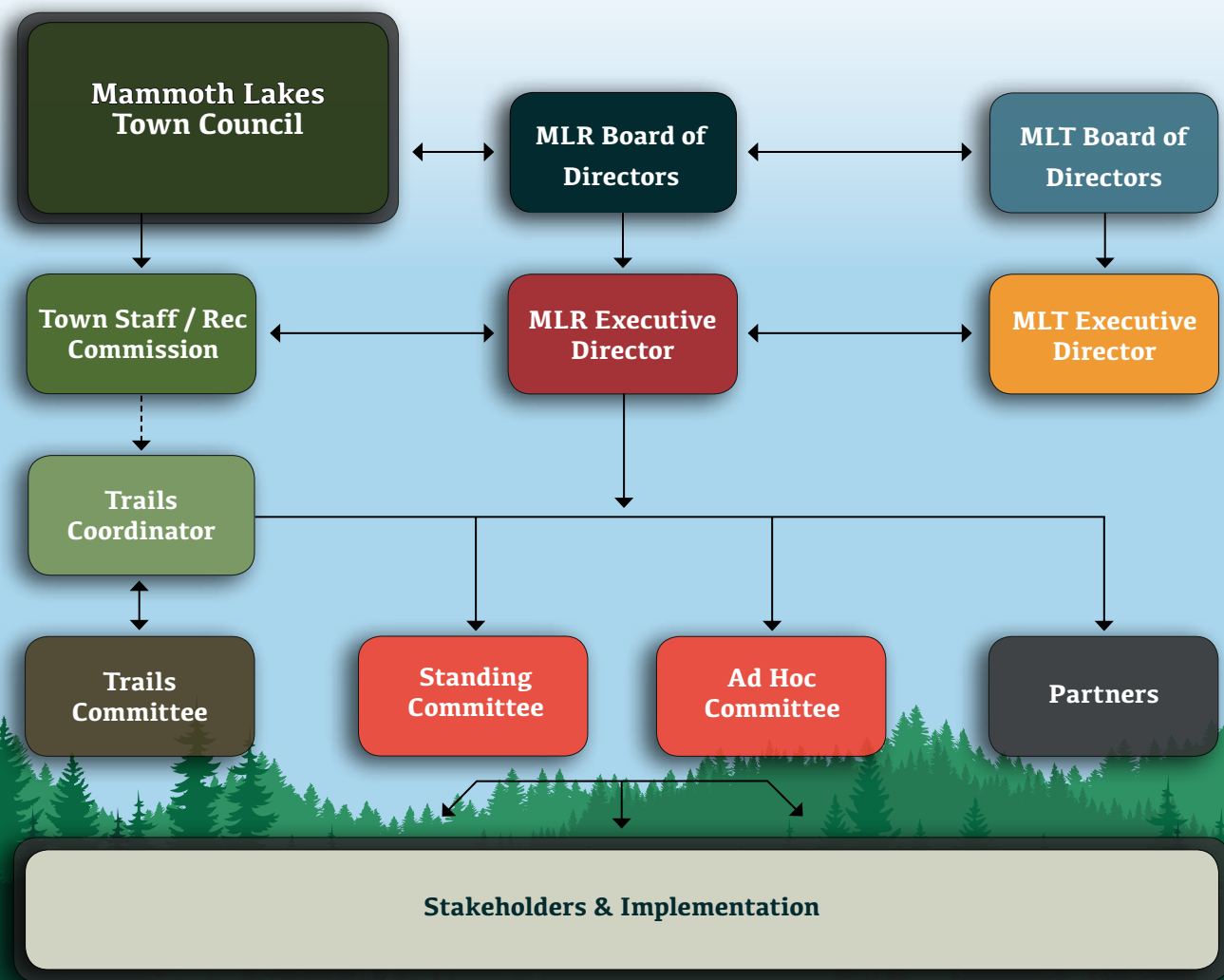
**Ad-hoc Committees:** Temporary Ad-hoc Committees may be formed by the MLR board for specific tasks, such as the study and development of specific partnerships and projects for future consideration and support by MLR.

**Volunteers:** MLR recognizes the need to cultivate and utilize a broad pool of community volunteers for stewardship and other project needs.



**MAMMOTH LAKES RECREATION**  
2016 NON-PROFIT STRATEGIC PLAN

**ORGANIZATIONAL CHART**





# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN

### Our Path Forward

Sustainability is not just an empty buzzword. The concept is an important model of strategic ideation, multi-lateral communication, and resource management. MLR is committed to employing this approach to ensure the projects it initiates today are still being enjoyed by our community and its visitors for many years to come.

# MAMMOTH LAKES RECREATION

## 2016 NON-PROFIT STRATEGIC PLAN



### Vision of Success in 2021

- Robust cost-share partnership program ongoing for extensive trails maintenance and stewardship of Mammoth Lakes Trails System
- Official USOC designation and support for Mammoth Lakes as Regional High-Altitude Training Center
- Fully operational, programmed and sustainable high-altitude track and field facility at Whitmore
- Centralized, streamlined, strategic and robust Events Funding grants system
- Fully operational, programmed and sustainable Olympic-size community ice rink
- Fully operational, programmed and sustainable community center with meeting space for 150-200 people
- Fully operational, programmed and sustainable community inclusive playground
- Grand opening of a fully operational, programmed and sustainable indoor performing arts center with seating for 300 people (MACC)
- Fully operational, programmed and sustainable Outdoor Events Venue for 10k-15k people
- Design and capital investment phase underway for Olympic-size community aquatic facility



**Project Milestones** (JULY 2016)

**Organizational Development**

Adopt a long term strategic plan for MLR that is accepted by the TOML  
Facilitate the development of a town allocation strategy for special events  
Recruit board members that have expertise to support the growth of the organization  
Engage in focused and facilitated strategic planning effort for the next five years (2021-2026)

**Milestone**

July 2016  
September 2016  
Oct. - Annually  
July 2020

**Development & Fundraising**

Develop a robust and dynamic Customer Relationship Management System  
Explore private / public partnerships and identify potential projects  
Raise \$50,000 to support the organization  
Facilitate the development of a multi-jurisdictional economic development plan  
Contract for projects that will generate unrestricted funds for the organization

**Milestone**

July 2016  
August 2016  
December 2016  
June 2017  
July 2017

**Mammoth Creek Park West**

Develop Project Prospectus for the MCPW Project  
Develop project MCPW business plan  
Raise \$500,000 through donors, sponsorships or grants for the project  
Open the facility

**Milestone**

August 2016  
August 2016  
July 2017  
October 2017

**Project Milestones** *(JULY 2016)*

**Mammoth Arts & Culture Center**

**Milestone**

MLR to allocate \$100,000 for design work

Support the development of the Business Plan

Support the development of the Project Prospectus

Facilitate the MLR /College District / ML Foundation / TOML operations agreement

Open the facility

July 2016

July 2016

July 2016

August 2016

June 2019

**Outdoor Performing Arts Center**

**Milestone**

Finalize a site recommendation for TOML Council approval

Develop OPAC business plan

Develop OPAC project prospectus

Engage Event Management Firms to program the venue

Raise \$50,000 through donors, sponsorships and grants for the project

Open the facility

August 2016

October 2016

October 2016

January 2017

January 2018

June 2018

**Project Milestones** *(JULY 2016)*

**Trails End Park Project**

**Milestone**

Allocated funds to complete the Trails End Project in the Summer of 2016

September 2016

**Mammoth Track Project**

**Milestone**

Ascertain USOC Training Site Certification for a minimum of one sport

June 2018

Complete Phase II of the track project

June 2019

**Mammoth Lakes Aquatic Center**

**Milestone**

Create an aquatic center exploration committee

June 2016

Identify a location for the facility for TOML approval

June 2017

Complete design work for the facility

December 2017

Develop aquatic center business plan

January 2018

Develop aquatic center prospectus

January 2018

Create the capitol campaign to support the construction of the facility

February 2018

Open the facility

June 2019

**Project Milestones** *(JULY 2016)*

**Mammoth Lakes Trails System**

USFS & the TOML Town Council approves the "Adopt a Trail" project

Develop a plan for trails expansion north and east

Complete the Sherwins NEPA/CEQA process

Secure a Challenge Cost Share Agreement for Summer 2017 New Trails Construction

Secure a Challenge Cost Share Agreement for Summer 2016 Trails Maintenance Work

Secure a Challenge Cost Share Agreement for Summer 2018 New Trails Construction

Secure a Challenge Cost Share Agreement for Summer 2017 Trails Maintenance Work

**Milestone**

August 2016

January 2017

February 2017

April 2017

May 2017

April 2018

May 2018

**Mammoth Lakes Fieldhouse**

Create a field house exploration committee

Identify a location for the facility for TOML approval

Complete design work for the facility

Develop a field business plan

Develop field house prospectus

Create the capitol campaign to support the construction of the facility

Open the facility

**Milestone**

January 2017

January 2018

June 2018

August 2018

August 2018

September 2018

July 2019

## Allocation Strategy

Mammoth Lakes Recreation is a non-profit organization that is committed to preserving and enriching the quality of life for residents and visitors by ensuring the strategic use of Measure R, U, and additional funding sources to develop and support mobility, recreation, arts and culture, capital projects and special projects.

**Allocations will be invested to support the creation of a high performance environment that includes a thriving arts and culture community and enhanced recreation opportunities.**

Allocations will support the MLR Guiding Principles and be aligned with Priority Phase Projects in the following three Measures R & U restricted funding allocation categories as based on the review of accepted or adopted town planning documents and recommended by the MLR Board of Directors.

### Priority Phase Projects:

#### 1. Programming:

- A. Support and increase opportunities for participation in enhanced recreation and/or arts & culture experiences by adult, youth and diverse populations
- B. Programs that cultivate a vibrant arts & culture community
- C. Diversify arts and culture experiences, including nationally known and emerging talent

#### 2. Capital Projects:

- A. All phases of a capital project to support recreation, arts and culture including;
  - i. Planning
  - ii. Financing
  - iii. Construction
  - iv. Operations and Maintenance

#### 3. Special Projects:

- A. Innovative projects that support the development and/or enhancement of mobility, recreation, and arts & culture

### **Fiscal Year 2017 Milestones and Action Steps**

1. Secure designs for the Mammoth Park West Project from architect of record to complete project prospectus to raise funds for the project.
2. Approve legal agreement between partners for strategic long-term financial support for the Mammoth Arts and Culture Center (MACC).
3. Approve site for the Outdoor Performing Arts Center and begin the design process for venue.
4. Complete development of a multi-jurisdictional economic development strategy with our partners to meet eligibility requirements to apply for USDA Rural Community Grant Funding.
5. Complete the Sherwins NEPA/CEQA process that will provide direction for building new trails in the Sherwins.
6. Obtain funding through the National Forest Foundation for trails maintenance and new trails construction.
7. Secure approval from USFS and TOML for a sustainable MLTS "Adopt-a-Trail" program.
8. Develop a strategic plan for MLTS trails system expansion and maintenance to the north and east of town boundary.
9. Secure a Challenge Cost Share Agreement for Summer 2017 New Trails Construction.
10. Recommend site and business plan for Aquatic Center and begin design process for the venue.
11. Partner with the project managers of the priority phase projects to complete realistic self-sustainable financial operating plans for these projects.
12. Purchase and develop a customer relationship management system to support the building of relationships with potential sponsors for projects, programs, and the organization.
13. Finalize and begin implementation of advocacy and communications strategy with an eye towards promoting value of ongoing projects, framing organizational values, and strengthening relationships with key stakeholders.

**Placeholder:**

# **Communication Roadmap Final Copy**

**Placeholder:**

# **Five Year Projected Budget Final Copy**





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Mammoth Lakes Recreation P.O. Box 8562 • Mammoth Lakes, CA 93546



Subject: Fiscal Year 2024-25 recommendation of \$25,000 in Measure R Special Project Funds for Community Recreation Center Sport Court flooring

Meeting Date: July 17, 2024

Written by: Kim Anaclerio, Program Director  
Stuart Brown, Parks and Recreation Director

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**BACKGROUND:**

Mammoth Lakes Recreation (MLR) serves as the recommending body to Town Council for the allocation and expenditure of Measure R funds. Through the annual budget process for Fiscal Year 2024-25, MLR recommended, and Town Council approved the allocation of \$25,000 in Measure R funds for Special Projects.

As an annual allocation, Special Project funding is intended to support new programming and fulfill specific needs that arise outside of the normal budgets and operating expenses for Town amenities. The need for an additional sport court surface for volleyball has been requested by both Mammoth Club Volleyball and the Mammoth High School Volleyball Team. The Community Recreation Center (CRC) currently offers three courts, one dedicated each to volleyball, soccer, and basketball. The current Sport Court PowerGame flooring is very versatile, durable and provides an excellent multipurpose surface for the majority of court uses. However, the nature of the sport of volleyball requires a much more specific court surface that allows for the players to intentionally dive, dig, and slide as part of play. A court surface tailored for this use will meet the needs of these users and increase the usability and visitation at the Mammoth RecZone.

Mammoth Lakes Recreation, the Town of Mammoth Lakes Parks and Recreation Department, and Mammoth Club Volleyball have worked together to determine a suitable playing surface for the CRC's volleyball court. The SnapSports Athletic Surfaces flooring has been identified as an affordable playing surface that will meet the needs of this user group, along with the ability to host local and regional leagues and tournaments and a location for our elementary to college age students to play volleyball and other sports when schools are closed in the summer. The sport court flooring can be removed and stored by Parks and Recreation staff when not in use and requires nominal maintenance.

**RECOMMENDATION:**

The MLR Board is recommending that the Town Council approve the use of \$25,000 in FY2024-25 Measure R Special Project funding be used for the Parks and Recreation Department to purchase the SnapSports court flooring that will increase the usability and visitation at the Mammoth RecZone.



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

760-872-8211 Fax: 760-872-6109

June 20, 2024

Nolan Bobroff  
Community and Economic Development Director, Planning Division  
Town of Mammoth Lakes  
P.O. Box 1609  
Mammoth Lakes, CA 93546

RE: 2023-2024 Mammoth Lakes PM10 and Meteorological Summary

Dear Mr. Bobroff:

The Great Basin Unified Air Pollution Control District (District) has monitored air quality in the Town of Mammoth Lakes since 1984. The District recently finalized the data completing the 2023-2024 air monitoring year ending March 15, 2024. District staff is pleased to provide the Town with this summary of air quality measurements recorded by the District between March 16, 2023 and March 15, 2024. The PM10 data presented are the regulatory data of record from the District's continuous Thermo 1405 TEOM. Data from this monitor are publicly available in real time on the District website: <https://www.gbuapcd.org/>.

During the March 16, 2023 to March 15, 2024 monitoring period, the Federal PM10 Standard ( $150 \mu\text{g}/\text{m}^3$  for a 24-hour average) was exceeded on zero (0) days. The California State PM10 Standard ( $50 \mu\text{g}/\text{m}^3$  for a 24-hour average) was exceeded on nine (9) days during the monitoring period.

All nine (9) of the monitored State exceedances in 2023-2024 were due to local sources. There were no wildfire smoke events in 2023-2024 which resulted in a State exceedance. The local sources causing State exceedances were determined to be construction related dust emissions on 8/30/2023 (count = 1), and by residential woodburning smoke emissions between January and April (count = 8).

The exceedance days and PM10 levels are listed in Table 1 for the 2023-2024 air monitoring year. An exceedance summary comparing the 2023-2024 monitoring year with past monitoring years is presented in Table 2. Both tables include exceedances in previous monitoring periods caused by wildfire smoke events that have been excluded from regulatory determinations under the US Environmental Protection Agency Exceptional Event Rule.

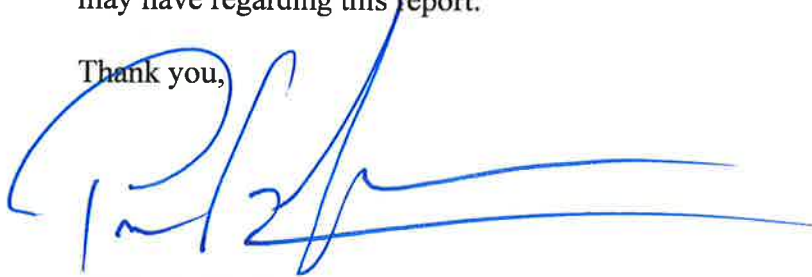
Figure 1 shows the daily average PM10 values during the wildfire smoke season between August and October 2023. Note the daily PM10 averages are well below the Federal PM10 Standard and only reaches the State standard once, though this isolated spike was determined to be construction-related, not wildfire smoke.

Figure 2 shows the 2023-2024 monitoring year daily average PM10 as red squares, superimposed on the prior two monitoring years for comparative purposes.

Figure 3 shows the daily average PM10 concentration during the wildfire smoke season since 1992. The figure shows that during seven of the past ten summers smoke from large-scale wildfires has impacted the Town of Mammoth Lakes, though 2022 and 2023 were relatively smoke-free.

Please contact Chris Howard, Senior Research and Systems Analyst, at 760-872-8211 with any questions you may have regarding this report.

Thank you,

A handwritten signature in blue ink, appearing to read 'P. Kiddoo', with a long horizontal flourish extending to the right.

Phillip L. Kiddoo  
Air Pollution Control Officer



Table 1. Town of Mammoth Lakes Federal and State PM10 exceedances: March 16, 2023 - March 15, 2024.

Date	24-Hour PM10 Concentration ( $\mu\text{g}/\text{m}^3$ )	Federal PM10 Exceedance	State PM10 Exceedance
3/17/2023	53.3	No	Yes
3/18/2023	55.2	No	Yes
3/27/2023	56.5	No	Yes
4/6/2023	51.3	No	Yes
8/30/2023	50.4	No	Yes
1/26/2024	64.8	No	Yes
2/22/2024	69.4	No	Yes
2/23/2024	59.7	No	Yes
2/24/2024	53.3	No	Yes

Table 2. Comparison of Federal and State PM10 exceedances with prior monitoring years.

Air Monitoring Year	Number of Federal PM10 Exceedances ( $>150 \mu\text{g}/\text{m}^3$ )	Number of State PM10 Exceedances ( $>50 \mu\text{g}/\text{m}^3$ )
09-10	0	25
10-11	0	36
11-12	0	5
12-13	0	19
13-14	2	17
14-15	0	3
15-16	0	20
16-17	0	21
17-18	0	6
18-19*	4	18
19-20*	0	9
20-21*	24	39
21-22*	0	15
22-23	0	11
23-24	0	9
* calculated number of exceedances due to less than 1:1 daily capture rate		

# Summer 2023 PM10 Impacts on the Town of Mammoth Lakes

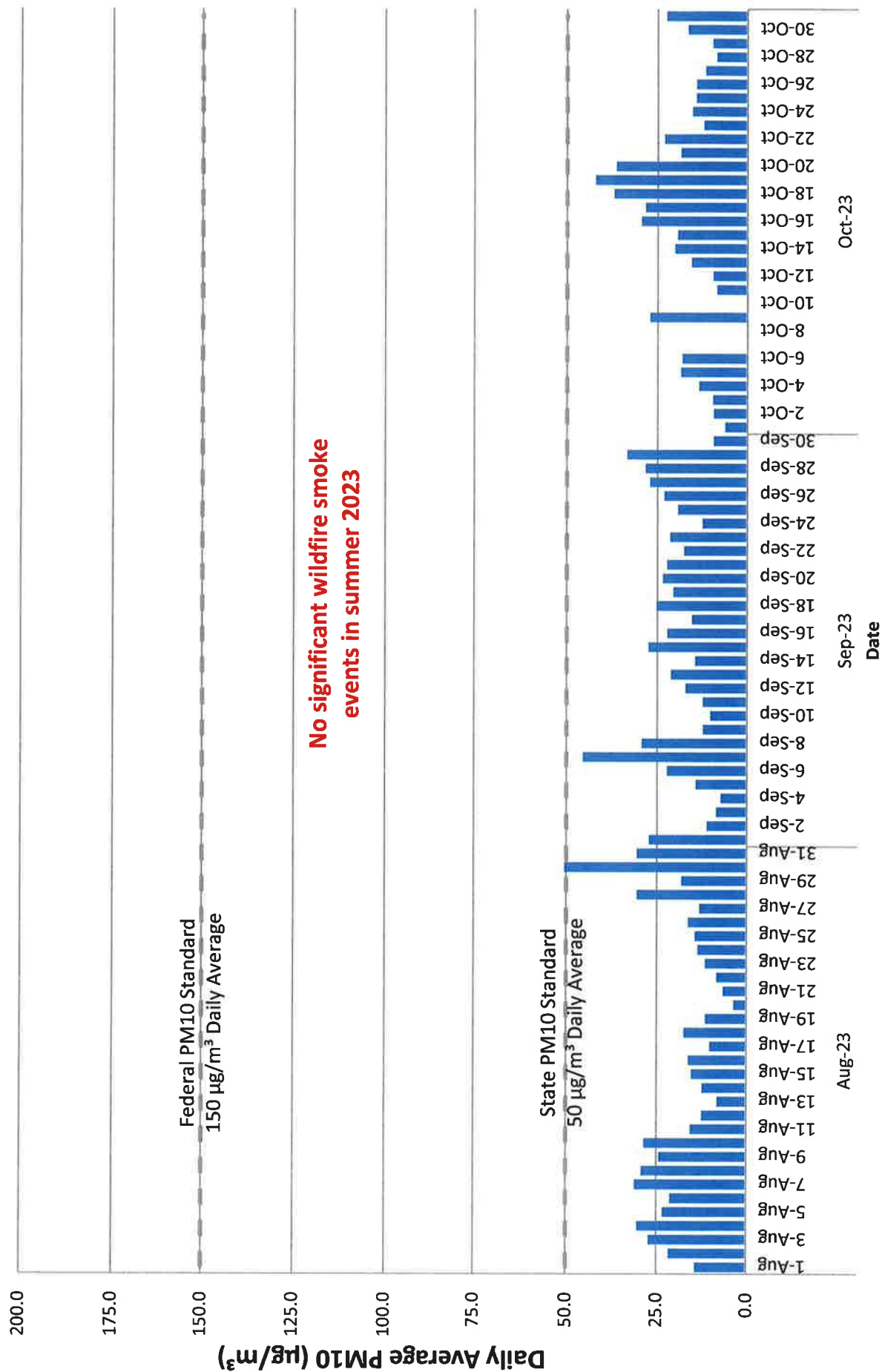


Figure 1: Summer 2023 Wildfire Smoke Impacts on the Town of Mammoth Lakes.



## Town of Mammoth Lakes - Daily Average PM10

— Federal PM10 Standard      ..... State PM10 Standard      □ 2021-2022      ◆ 2022-2023      ■ 2023-2024

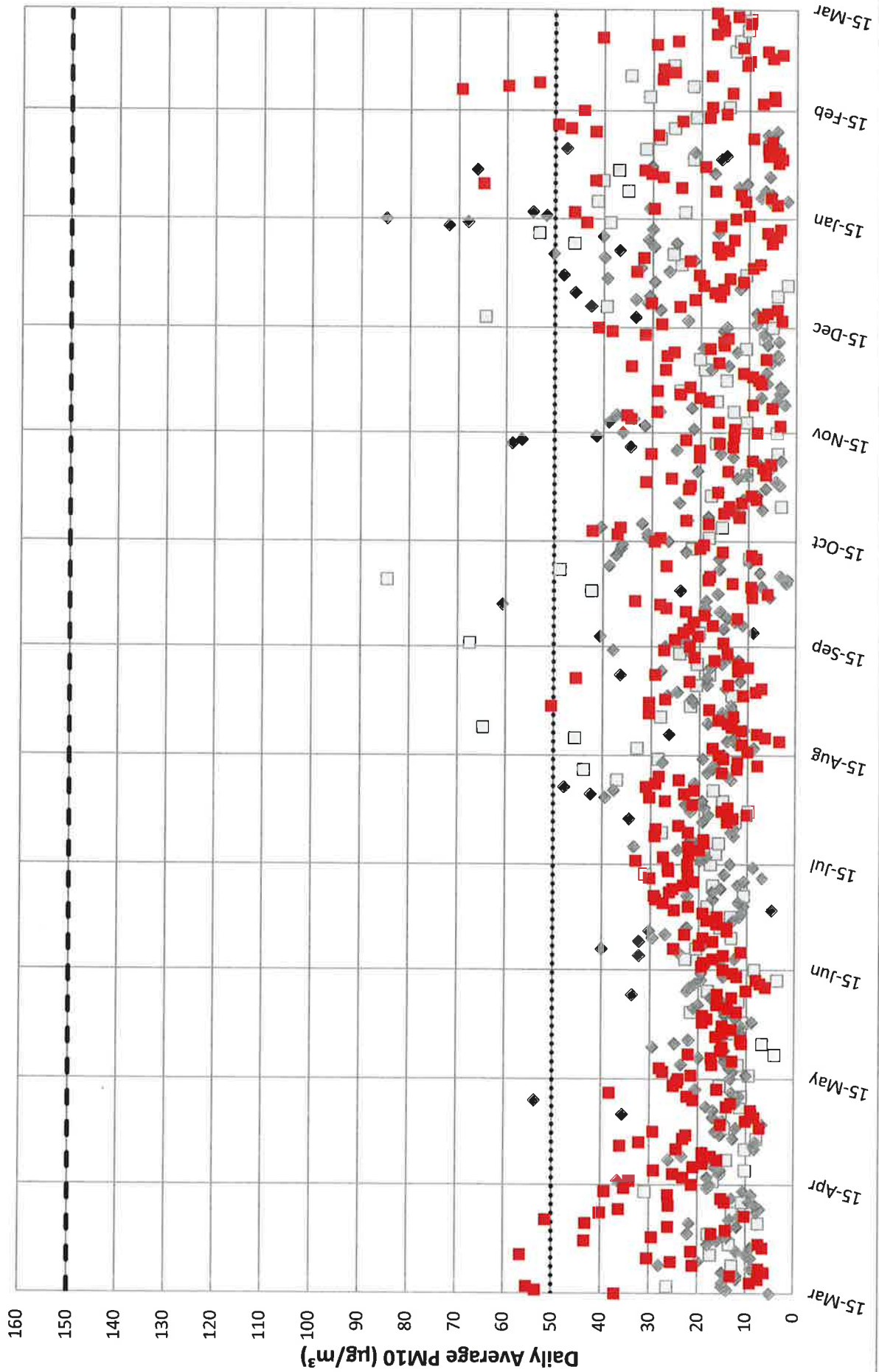


Figure 2: Town of Mammoth Lakes PM10, March 16, 2023 - March 15, 2024. Note 1-in-3-day schedule from 8/18/2018-3/15/2022.



# **Town of Mammoth Lakes Wildfire Season PM10** **June-September, 1992-2023**

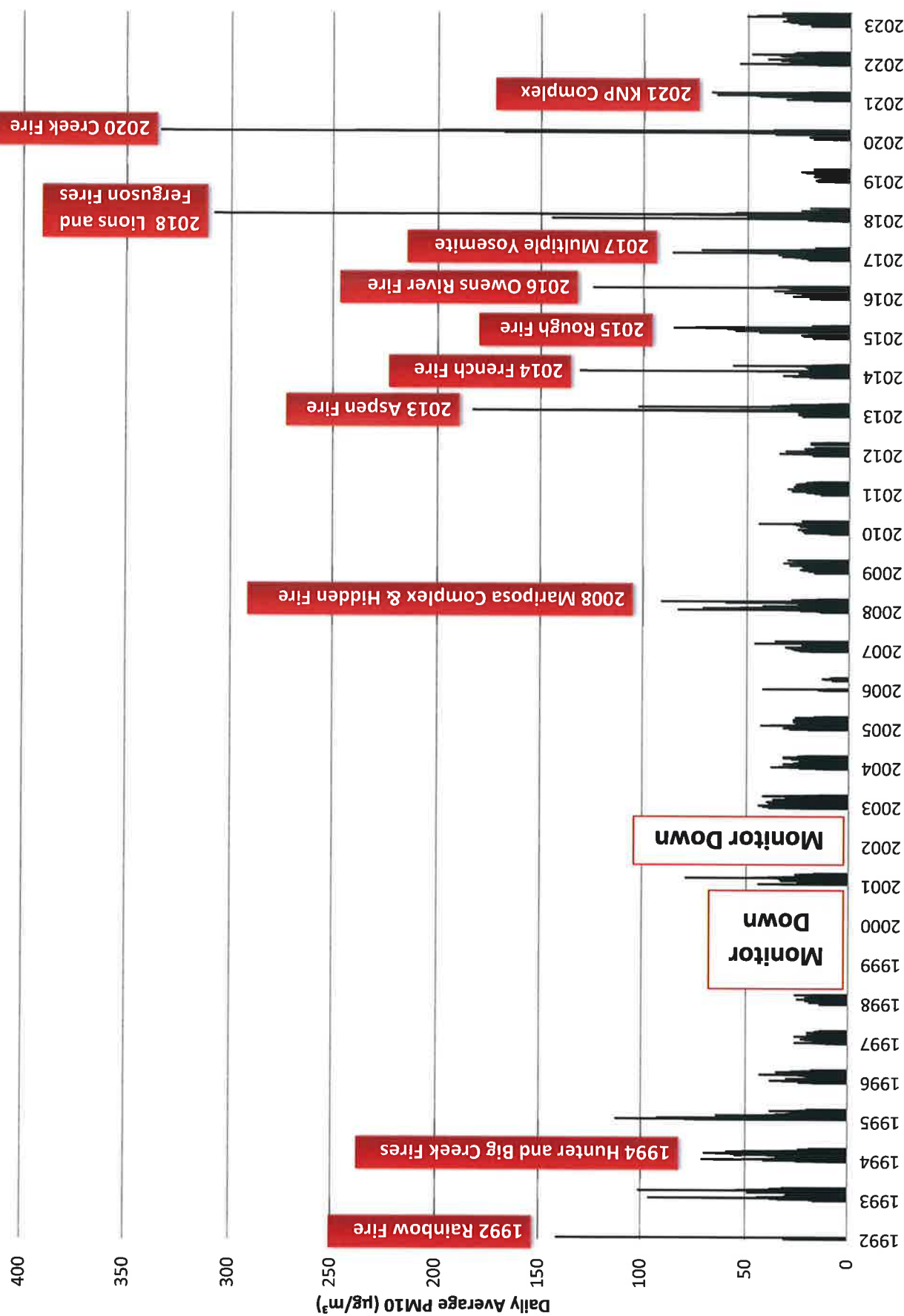


Figure 3: Town of Mammoth Lakes Wildfire Season PM10, June-September, 1992-2023, except 2020-2021, whose fire seasons were July-October.

# Mammoth Lakes Town Council Agenda Action Sheet

**Title:** Mammoth Main Base Redevelopment Project (“Evolving Main”) Update – July 2024.

**Council Meeting Date:** 7/17/2024

**Prepared by:** Jen Murillo, Contract Planner

**Recommended Motion:** This is an informational item only. No recommendation or action is needed.

**Summary:** The Mammoth Main Base Redevelopment Project is a major private development application being processed by the Town. Below is a high-level update on this application: **[changes from 6/19/24 update are highlighted]**

- ***Environmental Review (CEQA/NEPA)*** – Environmental analysis (i.e., preparation of the Draft Environmental Impact Report/Environment Impact Statement (EIR/EIS)) has not started and is pending additional project information. USFS, Town, and applicant discussions regarding potential CEQA/NEPA alternatives are underway.
- ***Outreach*** – Meetings with the project’s “Working Group” are underway to discuss key project topics and issues. The Working Group consists of Town staff, the applicant, and various stakeholders (e.g., Mammoth Lakes Fire Protection District (MLFPD), Mammoth Lakes Police Department, etc.). **Town staff held two meetings with the new MLFPD Division Chief to continue discussions on the project.** Future public meetings are anticipated to be topic focused as discussions with the Working Group proceed.
- ***State Route (SR) 203 Potential Relinquishment Analysis*** – Caltrans is preparing a Relinquishment Assessment Report (RAR) to study the relinquishment of SR 203. Town staff is communicating with the applicant on information the Town needs to evaluate relinquishment. The Town, applicant, and Caltrans will continue to coordinate.
- ***Housing*** – The Applicant is working on their housing plan proposal. Once it is submitted, it will be reviewed and discussed by the Working Group before being scheduled for a joint Council and Planning and Economic Development Commission workshop.
- ***Target Schedule***

Ongoing	Working Group meetings
<b>Fall/Winter 2024</b>	Additional outreach meetings/events (TBD)
Spring 2025	Draft EIR/EIS available for review
Spring 2026	Town Council decision on project

## Relevant project links:

- Town’s project webpage - [www.townofmammothlakes.ca.gov/1155/Mammoth- Main-Base-Redevelopment](http://www.townofmammothlakes.ca.gov/1155/Mammoth- Main-Base-Redevelopment)
- USFS project webpage - [www.fs.usda.gov/project/?project=62406](http://www.fs.usda.gov/project/?project=62406)
- Applicant’s project webpage - [www.evolvingmain.com/](http://www.evolvingmain.com/)

# Mammoth Lakes Town Council

## Agenda Action Sheet

**Title:** Parcel Affordable Housing Project Construction Update.

**Council Meeting Date:** 7/17/2024

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

**Recommended Motion:** This is an informational item only. No recommendations or action is needed.

**Summary:** The following is a brief summary of the construction highlights since the last Town Council meeting:

### Phase I – The Sawyer

- Building B (15 units) is 100% leased up
- The Certificate of Occupancy for Building A (66 units) is expected to be issued at the end of July.
- Buckingham Property Management is in the process of gathering updated income information from potential tenants for Building A.
- The Parcel Playground is expected to be largely completed by the end of July.
- Inquiries related to The Sawyer should be directed to [TheSawyer@Buckinghampm.com](mailto:TheSawyer@Buckinghampm.com)

### Phase II – The Kingfisher 2.1 (76 units)

- The sale of the property and loan transactions for The Kingfisher 2.1 were completed in May 2024.
- Building Permits have been issued and grading is anticipated to begin in early August.
- The estimated construction timeline is approximately 24 months.

### Phase III – Ownership

- Staff and Pacific continue to have conversations regarding a future ownership phase. Discussion topics are focused on overall site planning and financial feasibility.
- Staff have asked Pacific to begin conceptualizing what future rental phases of the project might look like since those types of projects generally require less subsidy from the Town.

### General Updates

- A Ribbon Cutting (The Sawyer) and Ground-Breaking (The Kingfisher) is scheduled for August 7<sup>th</sup> at noon at the Parcel Park.
- Site security has been enhanced and perimeter fencing is focused to the areas of active construction.
- Buckingham Property Management is working on increasing their presence in the area and are in the process of hiring a District Manager to oversee all of their properties in the region. This will be in addition to individual property managers at each project.
- The Purple transit line is now operating through the Parcel as a part of the regular route.





## **Town Council of Mammoth Lakes**

### **Minutes of Regular Meeting**

**July 3, 2024, 4:00 p.m.**

**437 Old Mammoth Road, Suite Z, Mammoth Lakes**

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

Members Absent: Councilmember Sarah Rea

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#### **1. CALL TO ORDER AND ROLL CALL**

The Mayor called the meeting to order at 4:02 p.m. in the Council Chamber, 437 Old Mammoth Road, Suite Z, Mammoth Lakes.

#### **2. PLEDGE OF ALLEGIANCE**

Community and Economic Development Director Nolan Bobroff led the flag salute.

#### **3. PUBLIC COMMENTS**

Brianna Goico, Executive Director of the Mammoth Lakes Chamber of Commerce, gave an update regarding current Chamber events and activities.

Patricia Robertson, Executive Director of Eastern Sierra Community Housing (ESCH), gave an update regarding current ESCH activities.

#### **4. ADDITIONS TO THE AGENDA**

Town Manager Rob Patterson noted that Agenda Item 10.1 would be continued.

**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.**

Ales Tomaier, Fire Chief of the Mammoth Lakes Fire Protection District, gave a presentation outlining the District's ballot measure. There was discussion among members of Council and Chief Tomaier.

**7. STAFF PRESENTATIONS**

**7.1 Proclamation declaring July 2024 as Park and Recreation Month.**

Parks and Recreation Director Stuart Brown outlined the information in the proposed proclamation. There was discussion among members of Council and staff.

Moved by Councilmember John Wentworth  
Seconded by Councilmember Amanda Rice

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

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

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

**7.2 July 2024 Office of Outdoor Recreation Update.**

Office of Outdoor Recreation Manager Lawson Reif and Trails Manager Andrew Mulford gave an update regarding current trails activities. There was discussion among members of Council and staff.

**7.3 Town's 40th Anniversary Celebration Update.**

Parks and Recreation Director Stuart Brown outlined the information in the staff report. There was discussion among members of Council and staff.

**8. CONSENT AGENDA**

Mayor Pro Tem Buber requested that Agenda Items 8.5 be removed from the consent agenda for separate discussion.

Moved by Councilmember John Wentworth  
Seconded by Councilmember Amanda Rice

Approve the Consent Agenda with Councilmember Rice abstaining on Agenda Item 8.6, Councilmember Wentworth clarifying that the funding being approved in Agenda Item 8.9 was for a pilot program, and Mayor Pro Tem Bubser voting no on Agenda Item 8.2.

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

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

**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.**

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

Town Manager Rob Patterson, Engineering Manager Amy Callanan, and Town Attorney Andrew Morris outlined the information in the staff report. There was discussion among members of Council and staff.



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

Approve 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.

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

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

- 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**

- 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.**

The Mayor opened the public hearing at 5:21 p.m.

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

**PUBLIC COMMENT:**

Patricia Robertson, Executive Director of Eastern Sierra Community Housing (ESCH), spoke in support of the amendments.

Tom Hodges, Chair of ESCH, spoke in support of the amendments.

There was discussion among members of Council and Ms. Robertson.

The Mayor closed the public hearing at 5:37 p.m.

There was discussion among members of Council.

Moved by Councilmember Amanda Rice

Seconded by Councilmember John Wentworth

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.

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

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

**10. POLICY MATTERS**

**10.1 Appeal of Enforcement Charges and Administrative Citations for TOT Enforcement at 246 Canyon Blvd, Mammoth Lakes, California 93546.**

This item was continued.

**10.2 Authorize Purchase and Sale Agreement with the Mammoth Lakes Foundation to purchase real property located at 100 College Parkway.**

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

PUBLIC COMMENT:

Luan Mendel, Mammoth Lakes Foundation, spoke in support of the agreement. There was discussion among members of Council and Ms. Mendel.

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

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. Direct staff to consult with Mammoth Bike Park Advocates to see if a viable site for a bike park could be developed at this site and bring back the recommendation to Town Council.

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

Absent (1): Councilmember Sarah Rea

Carried (4 to 0)

The Mayor called a recess at 6:02 p.m. and the Council reconvened at 6:10 p.m.

**10.3 Update of draft Official Ballot Language – 2% Transient Occupancy Tax Increase.**

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

PUBLIC COMMENT:

Brent Truax, Chair of the Mammoth Lakes Chamber of Commerce, said that the Chamber supported work force housing and recommended a special tax. There was discussion among members of Council, staff, and Mr. Truax.

John Morris, Chair of the Mammoth Lakes Lodging Association, said that housing and a funding source for housing was needed. He said that there was not a negative effect on tourism with previous TOT increases. He spoke in support of the Placemate program and asked for the Council to

give more funds to the program. He said that the Lodging Association would support whatever the Council decided regarding the tax measure.

Brianna Goico, Executive Director of the Mammoth Lakes Chamber of Commerce, said that the Chamber preferred a special tax and that they were concerned about the effect on tourism with a tax increase.

Cleland Hoff advised the Council to make a decision.

Sandy Hogan sent an email regarding how previous tax measures were passed.

There was discussion among members of Council and staff.

**11. COUNCILMEMBER REPORTS**

Councilmember Rice attended the Eastern Sierra Community Housing Board meeting.

Councilmember Wentworth attended the Eastern Sierra Council of Governments meeting, the California Jobs First Council meeting, Ken Brengle's Farewell event, and the Mammoth Lakes Tourism Board meeting.

Mayor Sauser attended the Local Transportation Commission meeting.

Mayor Pro Tem Bubser reported on the County voter turnout from the last election.

**12. ADJOURNMENT**

The Council adjourned the meeting at 7:23 p.m.

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Jamie Gray, Town Clerk



## **Mammoth Lakes Town Council Agenda Action Sheet**

**Title:** Adopt the Resolution ordering the levy and collection of assessment within the CFD No. 2013-3 (Transit Services) for fiscal year 2024/25.

**Council Meeting Date:** 7/17/2024

**Prepared by:** Pam Smitheman, Assistant Engineer

**Recommended Motion:** Staff recommends that Town Council adopt the attached resolution ordering the levy and collection of assessment within Community Facilities District No. 2013-3 (Transit Services) for Fiscal Year 2024/25.

**Summary:** The Town developed the Community Facilities District (CFD) 2013-3 (Transit Services) in 2014 for subdivisions in the Resort Zone that allow transient occupancies. The imposition of such a tax at an appropriate rate would satisfy the fiscal impact requirements of the Town's mitigation requirements for the 2007 General Plan Environmental Impact Report and the IntraWest Development Agreement to which the parcels are subject. The Town Council adopted Goals and Policies for Community Facilities District at the March 6, 2013 meeting. The Notice of Intent was adopted by Town Council Resolution No. 14-14 on April 2, 2014. Properties are not subject to the tax until a certificate of occupancy permit has been issued after construction.

The special tax was previously levied in the original territory of the District beginning in fiscal year 2013/14 pursuant to Ordinance No. 13-04. The ordinance was passed and adopted by the Town Council on May 1, 2013, and the special tax was levied commencing in fiscal year 2014-15. The District including the Annexation Territories is to be levied each fiscal year to pay for services for the District and all costs of administering the District.

The Transit Services CFD No. 2013-3 tax rate for each qualified property beginning in the 2024/25 fiscal year is \$211.67 per dwelling unit or transient rental room. The total special tax requirement for the district is \$28,153.07. Staff expects there will be more properties to assess beginning in the next fiscal year.

## **RESOLUTION NO. 24-**

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES STATE OF CALIFORNIA, ESTABLISHING THE ANNUAL SPECIAL TAX AND LEVYING SPECIAL TAXES FOR TOWN OF MAMMOTH LAKES COMMUNITY FACILITIES DISTRICT NO. 2013-3 (TRANSIT SERVICES) FOR FISCAL YEAR 2024/25**

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

**WHEREAS**, the Town Council (the “Town Council”) of the Town of Mammoth Lakes, California (the “Town”), has previously formed the Town of Mammoth Lakes Community Facilities District No. 2013-3 (Transit Services) (the “Community Facilities District”) under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”); and

**WHEREAS**, the Town Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes to pay all or a portion of the services and maintenance related to the Town-wide transit system, and related appurtenances within or adjacent to the Community Facilities District; and

**WHEREAS**, the Town Council, by prior ordinance, authorized and levied special taxes within the Community Facilities District; and

**WHEREAS**, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor; and

**WHEREAS**, the Town Council desires to levy the special tax within the Community Facilities District for Fiscal Year 2024/25.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

1. The foregoing recitals are true and correct.
2. The Town Council hereby determines that the special tax requirement of the Community Facilities District for Fiscal Year 2024/25 is \$28,153.07 and hereby levies the special tax for Fiscal Year 2024/25 at the rate of \$211.67 per dwelling unit or transient rental room. A detailed accounting of the tax levied against each parcel subject to the tax is set forth in Exhibit A hereto which is approved by the Town Council and incorporated herein for reference. Based on Mono County Assessor’s secured roll data, current assessor’s parcels, including corrected and/or new assessor’s parcels, will be submitted and/or resubmitted to the Mono

County Auditor-Controller. The special tax amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the Rate and Method of Apportionment for the Community Facilities District. The Town Clerk is hereby authorized and directed to file with the Mono County Auditor-Controller, a certified list of all parcels subject to the Special Tax levy in Fiscal Year 2024/25 and the amount of the special tax to be levied on each such parcel for Fiscal Year 2024/25.

3. Town officers and staff are hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of special taxes for Fiscal Year 2024/25 as provided in this Resolution.

4. Any actions heretofore taken by the officers and staff of the Town with respect to the levy of the special taxes for Fiscal Year 2024/25 are hereby approved, confirmed, and ratified.

5. This Resolution shall take effect immediately upon its adoption.

6. The Town Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED, AND ADOPTED this 17<sup>th</sup> day of July, 2024.**

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BILL SAUSER, Mayor

ATTEST:

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JAMIE GRAY, Town Clerk

Exhibit A  
**Fiscal Year 2024/25 Special Tax Roll**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2013-3**

<b>APN</b>	<b>Estimated Special Tax Levy Amount</b>	<b>Rounding</b>	<b>Total Special Tax Levy Amount</b>
031-080-059-000	\$211.67	(\$0.01)	\$211.66
031-080-060-000	211.67	(0.01)	211.66
031-080-061-000	211.67	(0.01)	211.66
031-080-074-000	211.67	(0.01)	211.66
031-080-075-000	211.67	(0.01)	211.66
031-112-001-000	211.67	(0.01)	211.66
031-112-002-000	211.67	(0.01)	211.66
031-112-003-000	211.67	(0.01)	211.66
031-112-004-000	211.67	(0.01)	211.66
031-112-005-000	211.67	(0.01)	211.66
031-112-006-000	211.67	(0.01)	211.66
031-197-001-000	211.67	(0.01)	211.66
031-197-002-000	211.67	(0.01)	211.66
031-197-003-000	211.67	(0.01)	211.66
031-197-004-000	211.67	(0.01)	211.66
031-197-005-000	211.67	(0.01)	211.66
031-197-006-000	211.67	(0.01)	211.66
031-197-007-000	211.67	(0.01)	211.66
031-197-008-000	211.67	(0.01)	211.66
031-197-009-000	211.67	(0.01)	211.66
031-197-010-000	211.67	(0.01)	211.66
031-197-011-000	211.67	(0.01)	211.66
031-197-012-000	211.67	(0.01)	211.66
031-197-013-000	211.67	(0.01)	211.66
031-197-014-000	211.67	(0.01)	211.66
031-197-015-000	211.67	(0.01)	211.66
031-197-016-000	211.67	(0.01)	211.66
031-260-009-000	211.67	(0.01)	211.66
031-260-010-000	211.67	(0.01)	211.66
033-370-004-501	211.67	(0.01)	211.66
033-370-004-502	211.67	(0.01)	211.66
033-370-004-503	211.67	(0.01)	211.66
033-370-004-504	211.67	(0.01)	211.66
033-370-004-505	211.67	(0.01)	211.66
033-370-004-506	211.67	(0.01)	211.66
033-370-007-501	211.67	(0.01)	211.66
033-370-007-502	211.67	(0.01)	211.66
033-370-007-503	211.67	(0.01)	211.66
033-370-007-504	211.67	(0.01)	211.66
033-370-007-505	211.67	(0.01)	211.66



Exhibit A  
**Fiscal Year 2024/25 Special Tax Roll**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2013-3**

<b>APN</b>	<b>Estimated Special Tax Levy Amount</b>	<b>Rounding</b>	<b>Total Special Tax Levy Amount</b>
033-370-007-506	211.67	(0.01)	211.66
033-370-022-000	211.67	(0.01)	211.66
033-370-023-000	211.67	(0.01)	211.66
033-370-028-000	846.70	0.00	846.70
033-370-029-000	211.67	(0.01)	211.66
033-370-030-000	211.67	(0.01)	211.66
033-371-001-000	211.67	(0.01)	211.66
033-371-002-000	211.67	(0.01)	211.66
033-371-003-000	211.67	(0.01)	211.66
033-371-004-000	211.67	(0.01)	211.66
033-371-005-000	211.67	(0.01)	211.66
033-371-006-000	211.67	(0.01)	211.66
033-371-007-000	211.67	(0.01)	211.66
033-371-008-000	211.67	(0.01)	211.66
033-371-009-000	211.67	(0.01)	211.66
033-371-010-000	211.67	(0.01)	211.66
033-371-011-000	211.67	(0.01)	211.66
033-371-012-000	211.67	(0.01)	211.66
033-371-013-000	211.67	(0.01)	211.66
033-371-014-000	211.67	(0.01)	211.66
033-371-015-000	211.67	(0.01)	211.66
033-371-016-000	211.67	(0.01)	211.66
033-371-017-000	211.67	(0.01)	211.66
033-371-018-000	211.67	(0.01)	211.66
033-371-019-000	211.67	(0.01)	211.66
033-371-020-000	211.67	(0.01)	211.66
033-410-002-000	211.67	(0.01)	211.66
033-410-003-000	211.67	(0.01)	211.66
033-410-004-000	211.67	(0.01)	211.66
033-410-005-000	211.67	(0.01)	211.66
033-410-006-000	211.67	(0.01)	211.66
033-410-007-000	211.67	(0.01)	211.66
033-410-008-000	211.67	(0.01)	211.66
033-420-001-000	211.67	(0.01)	211.66
033-420-002-000	211.67	(0.01)	211.66
033-420-003-000	211.67	(0.01)	211.66
033-420-004-000	211.67	(0.01)	211.66
033-420-005-000	211.67	(0.01)	211.66
033-420-006-000	211.67	(0.01)	211.66
033-420-007-000	211.67	(0.01)	211.66

Exhibit A  
**Fiscal Year 2024/25 Special Tax Roll**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2013-3**

<b>APN</b>	<b>Estimated Special Tax Levy Amount</b>	<b>Rounding</b>	<b>Total Special Tax Levy Amount</b>
033-420-008-000	211.67	(0.01)	211.66
033-420-009-000	211.67	(0.01)	211.66
033-420-010-000	211.67	(0.01)	211.66
033-420-011-000	211.67	(0.01)	211.66
033-421-001-000	211.67	(0.01)	211.66
033-421-002-000	211.67	(0.01)	211.66
033-421-003-000	211.67	(0.01)	211.66
033-421-004-000	211.67	(0.01)	211.66
033-421-005-000	211.67	(0.01)	211.66
033-421-006-000	211.67	(0.01)	211.66
033-421-007-000	211.67	(0.01)	211.66
033-421-008-000	211.67	(0.01)	211.66
033-421-009-000	211.67	(0.01)	211.66
033-421-010-000	211.67	(0.01)	211.66
033-421-011-000	211.67	(0.01)	211.66
033-421-012-000	211.67	(0.01)	211.66
033-421-013-000	211.67	(0.01)	211.66
033-421-014-000	211.67	(0.01)	211.66
033-421-015-000	211.67	(0.01)	211.66
033-421-016-000	211.67	(0.01)	211.66
033-421-017-000	211.67	(0.01)	211.66
033-421-018-000	211.67	(0.01)	211.66
033-421-019-000	211.67	(0.01)	211.66
033-421-020-000	211.67	(0.01)	211.66
033-421-021-000	211.67	(0.01)	211.66
033-421-022-000	211.67	(0.01)	211.66
033-421-023-000	211.67	(0.01)	211.66
033-421-024-000	211.67	(0.01)	211.66
033-421-025-000	211.67	(0.01)	211.66
033-421-027-000	211.67	(0.01)	211.66
033-421-028-000	211.67	(0.01)	211.66
033-421-029-000	211.67	(0.01)	211.66
033-421-031-000	211.67	(0.01)	211.66
033-421-032-000	211.67	(0.01)	211.66
033-421-034-000	423.35	(0.01)	423.34
033-421-035-000	423.35	(0.01)	423.34
035-281-001-000	211.67	(0.01)	211.66
035-281-002-000	211.67	(0.01)	211.66
035-281-003-000	211.67	(0.01)	211.66
035-281-004-000	211.67	(0.01)	211.66

Exhibit A  
**Fiscal Year 2024/25 Special Tax Roll**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2013-3**

<b>APN</b>	<b>Estimated Special Tax Levy Amount</b>	<b>Rounding</b>	<b>Total Special Tax Levy Amount</b>
035-281-005-000	211.67	(0.01)	211.66
035-281-006-000	211.67	(0.01)	211.66
035-281-007-000	211.67	(0.01)	211.66
035-281-008-000	211.67	(0.01)	211.66
035-281-009-000	211.67	(0.01)	211.66
035-281-010-000	211.67	(0.01)	211.66
035-281-011-000	211.67	(0.01)	211.66
035-281-012-000	211.67	(0.01)	211.66
<b>128 Parcels</b>	<b>\$28,152.15</b>	<b>(\$1.27)</b>	<b>\$28,150.88</b>

**Town of Mammoth Lakes**  
**Community Facilities District No. 2013-3 (Transit Services)**  
**Fiscal Year 2024/25 Cost Recovery Analysis**

Description	2024/25 Amount	2023/24 Amount	Increase/(Decrease)
Funds for Transit Services <sup>(1)</sup>	\$23,764.69	\$21,533.16	\$2,231.53
<i>Subtotal</i>	\$23,764.69	\$21,533.16	\$2,231.53
Agency administrative costs	\$500.00	\$500.00	\$0.00
Trustee/Paying Agent costs	0.00	0.00	0.00
Administration costs	3,762.10	3,637.37	124.73
Administration expenses	80.00	73.79	6.21
County collection fees <sup>(2)</sup>	0.00	0.00	0.00
<i>Subtotal</i>	\$4,342.10	\$4,211.16	\$130.94
Del. management charges - District Wide	\$46.28	\$31.20	\$15.08
Manual Adjustments	0.00	0.00	0.00
Rounding adjustments	0.00	(0.96)	0.96
<i>Subtotal</i>	\$46.28	\$30.24	\$16.04
<b>Total Annual Levy</b>	<b>\$28,153.07</b>	<b>\$25,774.56</b>	<b>\$2,378.51</b>
<b>Maximum Special Tax</b>	<b>\$28,153.07</b>	<b>\$25,775.52</b>	<b>\$2,377.55</b>
Parcels levied <sup>(3)</sup>	128	126	2

**Footnotes:**

- (1) Amount available when all parcels are taxed up to the allowable Maximum Special Tax.  
(2) Mono County does not charge to place special taxes on the tax roll.  
(3) 133 Dwelling Units levied for FY 2024/25.

***Approval***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Mammoth Lakes Town Council Agenda Action Sheet

**Title:** Dog Park Project Subcontractor Addition

**Council Meeting Date:** 7/17/2024

**Prepared by:** Amy Callanan, PE Engineering Manager

**Recommended Motion:** Authorize the Town Manager to: 1. Approve D.G. Construction, Inc. to add Hard Core Concrete, Inc. as subcontractor for concrete work at the Dog Park project; and 2. Execute a contract amendment reflecting the substitution; and 3. Make future subcontracting additions or substitutions for this project.

**Summary:**

D.G. Construction, Inc, the prime contractor for the Dog Park project, has requested in writing that the Town consider the following subcontractor addition:

<b>Listed Subcontractor</b>	<b>New Subcontractor</b>	<b>Lic#</b>
None	Hard Core Concrete, Inc.	1024198

The prime contractor, D.G. Construction, Inc, has submitted a letter requesting to subcontract the concrete scope of work on the subject project. The letter states that the project's concrete foreman was involved in a very unfortunate accident, with his return-to-work date unknown as he undergoes a lengthy rehabilitation process. In order to complete the project a concrete subcontractor is needed. The work to be substituted consists of concrete curb, driveway, and pedestrian ramp. Adding a subcontractor to an awarded contract may only be authorized by the Town Council. The Public Contract Code (PCC) requires the contractor provide, at the time of bidding, the names of all subcontractors whose work would exceed ½ of 1 percent of the contract. Additionally, the PCC requires that any addition of subcontractors be accomplished only in strict conformance with Section 4109 of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 through 4114), which authorizes the awarding body or its designee to approve the addition in cases of public emergency or necessity. The proposed subcontractor addition will not affect the contract price.



## **Mammoth Lakes Town Council Agenda Action Sheet**

**Title:** Appoint Cynthia Fleming, Dawn Vereuck, and Lana Grand to the Planning and Economic Development Commission with terms expiring on July 31, 2028.

**Council Meeting Date:** July 6, 2022

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

**Recommended Motion:** Appoint Cynthia Fleming, Dawn Vereuck, and Lana Grand to the Planning and Economic Commission with terms expiring on July 31, 2028.

**Summary:** Three terms of office are set to expire on the Planning and Economic Development Commission on July 31, 2024. The expiring seats are held by Jennifer Burrows, Paul Chang, and Jessica Kennedy. The incumbents were invited to reapply. Three applications were received for the three vacancies. The applicants are Cynthia Fleming, Dawn Vereuck, and Lana Grand.

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 Planning & Economic Planning Commission			DATE 6/11/2024
NAME FIRST LAST Cynthia Fleming			EMAIL ADDRESS Cynthia@MammothLakes Properties.com
RESIDENCE ADDRESS 3253 Meridian Blvd			HOME PHONE
MAILING ADDRESS PO Box 9120			CELL PHONE (760) 914-4444
CITY Mammoth Lakes	STATE CA	ZIP 93546	HOW LONG HAVE YOU LIVED IN MAMMOTH LAKES? 15 years
BUSINESS ADDRESS			BUSINESS POSITION Realtor, Nightly Rentals
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	
Chamber of Commerce Board Member			
Large donations to Disabled Sports, Foundation			
Committee member rental moratorium			

REFERENCES

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

NAME

PHONE

Jen Burrows (760) 715-1294 Betsy Truax (520) 834-4940

OTHER RELEVANT EXPERIENCE/EXPERTISE

Full time Realtor in Mammoth Lakes for 15 years  
Owner of Ready 4 Rentals, a nightly rental company managing 100 units

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

The Planning & Economic Development Commission is a very important part of our local government, tasked with overseeing our General Plan in regards to land-use and new development.

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

Dozens of town council meetings.

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, unless I'm a listing agent for a new development. If that occurs, I will recuse myself from any decisions made on that development.

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

We are at a critical turning point in Mammoth Lakes due to the many large developments pending. It's crucial we make wise decisions that support our General Plan and maintain the integrity of our community.

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

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

I'd like the committee to take our affordable housing crisis more seriously.

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

My approach would focus on the relationships with developers and work on an affordable housing plan that benefits all parties for the betterment of our community and residents.

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.

Cynthia Fleming  
SIGNATURE

6/11/2024  
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 Planning and Economic Development Commission			DATE 6/26/2024
NAME FIRST Dawn	LAST Vereuck	EMAIL ADDRESS dawn@mammothmountainliving.com	
RESIDENCE ADDRESS 34 Garmisch Place			HOME PHONE N/A
MAILING ADDRESS PO Box 407			CELL PHONE (760) 937-1250
CITY Mammoth Lakes	STATE CA	ZIP 93546	HOW LONG HAVE YOU LIVED IN MAMMOTH LAKES?
BUSINESS ADDRESS 549 Old Mammoth Road, Unit #5			BUSINESS POSITION Owner - General Contractor
CITY Mammoth Lakes	STATE CA	ZIP 93546	BUSINESS PHONE same as cell

### CIVIC EXPERIENCE

LIST CURRENT AND/OR PRIOR CIVIC EXPERIENCE (Include professional, charitable, and community organizations.)			
NAME OF ORGANIZATION	DATES SERVED START   END		OFFICE HELD (if any)
Mammoth Lakes Contractors Association	Feb 2012	Present	Vice President
ADP - Advisory Design Panel	Oct 2018	Present	
PEDC	Sept 2015	July 2016	



## REFERENCES

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

NAME	PHONE
Kristina Roberts	(760) 712-9004
Matthew Lehman	(760) 822-5845

## OTHER RELEVANT EXPERIENCE/EXPERTISE

I am a licensed General Contractor and specialize in kitchen & bath design. Having served on both the PEDC & ADP, I have first hand knowledge and understanding Town building requirements and codes. I also sat on the general plan update committee in 2007

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

Having served on PEDC in the past, I understand that my role is to ensure proposed projects conform to the Town's general plan and decisions are to be made without bias.

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

Yes I have attended many PEDC meeting since 2001, but I am not able to associate a number

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

I own (2) two commercial units on 549 Old Mammoth Road as well as a garage unit at 200 Sierra Park Rd. My family also owns (3) three commercial units at 501 Old Mammoth Rd. I understand if a project were to come forward within 500 feet of my properties I will need to recuse myself.

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

I am very much interested in the entire process of seeing a project from inception to completion. I also enjoy meeting the applicants.

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

I can not think of anything.

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

Continuing to identify workforce housing solutions and creative ways to fund such programs.

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

I have not seen a recent survey regarding housing, but possibly start there to confirm the Town's goals & efforts are in line with the actual needs of the community. There is no need to reinvent the wheel, therefore studying what works both locally and outside our community.

WOULD YOU BE AVAILABLE FOR MEETINGS IN THE:

\_\_\_\_\_ DAYTIME \_\_\_\_\_ EVENING X \_\_\_\_\_ BOTH

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

Dawn L. Vereuck  
SIGNATURE

06/26/2024  
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 Planning and Economic Development Commission			DATE July 8th, 2024
NAME FIRST Lana	LAST Grand		EMAIL ADDRESS Lanagrand@yahoo.com
RESIDENCE ADDRESS 450 Lupin St, Mammoth Lakes 93546			HOME PHONE 3107523511
MAILING ADDRESS PO Box 1042 Mammoth Lakes 93546			CELL PHONE 3107523511
CITY Mammoth Lakes	STATE CA	ZIP 93546	HOW LONG HAVE YOU LIVED IN MAMMOTH LAKES?
BUSINESS ADDRESS			BUSINESS POSITION
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	
Small business owner	2016	2020	
E-commerce business owner	2022	current	

REFERENCES

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

NAME

PHONE

Nolan Bobroff 760-914-2528

Charles Evans 323-828-4408

OTHER RELEVANT EXPERIENCE/EXPERTISE

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

Conduct public hearings

Approve/deny planning application

Consult Town Council on development agreements, zone changes, general plan  
amendments

Facilitate economic growth of the town

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

Yes ~5

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 am particularly interested in sustainable development and community growth:  
sustainable development, supporting local businesses and attracting new enterprises  
to Mammoth Lakes, community engagement, infrastructure improvement and  
innovation.

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

While I'm enthusiastic about the majority of activities undertaken by the Commission, I find administrative tasks less engaging. However, I recognize the importance of these activities and I am fully committed to performing these duties diligently. My primary focus remains on contributing to the broader strategic goals and community-oriented projects that drive long-term growth and sustainability

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

Affordable housing  
Smart growth and urban planning  
Economic development incentives

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

1. Implementation of more robust programs that promote the development of affordable housing/collaborating with non-profits and other organizations dedicated to housing solutions.
2. Projects that focus on mixed-use developments, walkability, and the preservation of open spaces. Enhancing zoning regulations to encourage higher-density development in appropriate areas can also help optimize land use.
3. Attract new businesses and support existing ones. Create Economic Development Plan that clearly indicates retail and commercial needs - identify specific types of businesses that are necessary for Mammoth economic growth and economic diversification in Mammoth Lakes. Streamlined application process and tax incentives.

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.

Lana Grand  
SIGNATURE

7.8.2024

DATE



## **TOWN COUNCIL STAFF REPORT**

Title: Award the contract for the Mammoth Yosemite Airport General Aviation and Terminal Parking Lot Reconstruction Project.

Meeting Date: July 17, 2024

Prepared by: Sierra Waugh, Deputy Airport Manager

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### **RECOMMENDATION:**

Staff recommends Town Council:

- Approve the plans and specifications.
- Award the contract to the lowest responsive bidder, Meyers Earthwork, Inc. in the amount of \$1,703,490.00.
- Waive any minor irregularities.
- Authorize the Town Manager to execute the construction contract.
- Authorize the Deputy Airport Manager to accept the project upon completion.
- Authorize the Deputy Airport Manager to review and approve minor revisions to complete the project, up to an additional 10% of the award amount.

### **BACKGROUND:**

Mammoth Yosemite Airport has one main parking lot that serves general aviation through the Fixed Based Operator (FBO) building and scheduled charter flights and car rentals at the terminal building. These pavements have not been reconstructed in over 20 years. The parking lot size was increased approximately 10 years ago; however, the construction was completed using grindings off another road project in Town and therefore had a much shorter lifespan than a newly construction asphalt surface. The existing asphalt surfaces in the parking lot are highly degraded and are raveling due to weather and thermal stresses.

The reconstruction of the general aviation and terminal auto parking lot pavement will provide safe and functional areas for automobile operations at the Airport, which will have a remaining life of 20 plus years. In addition to the new pavement section, the project also includes new solar lighting and Americans with Disabilities Act (ADA) parking and connectivity improvements.

### **ANALYSIS:**

The Town advertised for the Mammoth Yosemite Airport General Aviation and Terminal Parking Lot Reconstruction project from February 23 to March 20, 2024. Bids were opened on March 20, 2024, at 3:00 PM. The bids received were as follows:

Granite Construction	\$3,039,540
JPB Designs Inc.	\$2,860,060
Meyers Earthwork, Inc.	\$1,703,490
Qualcon Contractors Inc.	\$2,090,340

A bid review was completed, and one minor irregularity was found. The low bidder, Meyers Earthwork, Inc., listed subcontractors in the bid documents including Disadvantaged Veteran Business Enterprises (DVBE) to meet the project's Disadvantaged Business Enterprises (DBE) goal of 12.63%; however, DVBEs are not interchangeable with DBEs and therefore does not meet the goal. The bid requirements are that a contractor either meet the DBE goal or conduct and provide proof of a Good Faith Effort. Given that it is not a requirement to meet the goal and they did send us their GFE documentation, the Contractor, Meyers Earthwork, Inc. is still able to be considered a responsive bidder.

### **FINANCIAL CONSIDERATIONS:**

Federal Aviation Administration (FAA) moneys will fund 90.66% of the project costs. The federal share of 90.66% is funded by the Airport Infrastructure Grant (AIG), under the Bipartisan Infrastructure Law (BIL) grant program. The sponsor, Town of Mammoth Lakes, is responsible to pay the remaining 9.34% which will come from the Airport's capital improvement program funds. The Total project costs are as follows:

Construction – Base Bid	\$1,703,490
Administration	\$10,000
Engineering During Construction/Closeout	\$66,000
<u>Construction Management</u>	<u>\$165,000</u>
Total Project Costs	\$1,944,490

The requested grant amount is \$1,762,875 and the breakdown of the project funds are:

Federal AIG Funds	\$1,762,875
<u>Sponsor Match</u>	<u>\$181,615</u>
Total Project Funds Available	\$1,944,490

### **ENVIRONMENTAL CONSIDERATIONS:**

On February 27, 2023, the Federal Aviation Administration (FAA) reviewed and approved the Categorical Exclusion, for the project, pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969 (NEPA). This project is categorically exempt from the California Environmental Policy Act (CEQA) under California Code of Regulations Title 14 Section §15301(c), repair and minor alterations of an existing facility.

Map of the General Aviation and Terminal Parking Lot Reconstruction Project at Mammoth Yosemite Airport



## **Mammoth Lakes Town Council Agenda Action Sheet**

**Title:** Adopt the resolution authorizing the temporary closure of Town roads for special events.

**Council Meeting Date:** 7/17/2024

**Prepared by:** Stuart Brown, Parks and Recreation Director  
Haislip Hayes, Public Works Director/Town Engineer

**Recommended Motion:** Adopt the resolution authorizing the temporary closure of Town roads for special events.

**Summary:** The Town of Mammoth Lakes desires to assist the private sector in the implementation of special events that increase visitation to the community and enhance the quality of life for residents. The Mammoth Festival of Beers and Bluesapalooza, Mammoth Gran Fondo, Mammoth Tuff, and Mammoth Trail Fest are significant events within the community and the temporary road closures will enhance event safety and provide for emergency access in and throughout the event.

The Town has coordinated with the event organizers and a traffic control plan will direct the placement of traffic control equipment for the closure(s) and permit the event organizer in coordination with the Public Works Department and the Mammoth Lakes Police Department, to monitor the traffic within the event area and make any modifications that are deemed necessary for public safety.

The resolution identifies each event and the roads that will be temporarily closed and the days and times of the scheduled closures.

## **RESOLUTION NO. 24-**

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

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

WHEREAS, the Mammoth Festival of Beers and Bluesapalooza, Mammoth Gran Fondo, Mammoth Tuff, and Mammoth Trail Fest are major events within the community; and

WHEREAS, the temporary road closures will enhance event safety and provide for emergency access in and throughout the event; and

WHEREAS, the Town has coordinated with the event organizers and a traffic control plan will direct the placement of traffic control equipment for the closure(s) and permit the event organizer in coordination with the Public Works Department and the Mammoth Lakes Police Department, to monitor the traffic within the event area and make any modifications that are deemed necessary for public safety; and

WHEREAS, the Town Council has reviewed the road closures.

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

1. Declares the program is not a project and is exempt from the California Environmental Quality Act because it is a minor temporary alteration to existing improvements and creates a pedestrian and bicycle lane per Section 15304 (e) and 15304 (h), minor alteration of land; and
2. Declares that Minaret Road will be closed from approximately immediately south of Main Street to Meridian Boulevard on the following days and times:
  - a. Thursday, August 1, 2024 at 8:00 a.m. to Sunday, August 4, 2024, at 8:00 p.m. when all traffic control devices will be removed; and
3. Declares that Canyon Blvd. will be closed from Hillside Drive to the corner of Lake Mary Road and Canyon Blvd. on the following days and times:
  - a. Saturday, September 7, 2024 from 5:00 a.m. to 8:00 p.m. when all traffic control devices will be removed; and
  - b. Saturday, September 14, 2024 from 5:00 a.m. to 10:00 p.m. when all traffic control devices will be removed; and
  - c. Saturday, September 21, 2024 from 6:00 a.m. to 8:30 a.m. when all traffic control devices will be removed; and
  - d. Sunday, September 22, 2024 from 6:00 a.m. to 11:00 a.m. when all traffic control devices will be removed; and
4. Declares that Lake Mary Road will be temporarily closed from the corner of Lake Mary Road and Canyon Blvd. to at least Kelly Road on the following days and times:
  - a. Saturday, September 21, 2024, from approximately 7:00 a.m. till approximately 8:00 a.m. or when the last runner is off the road; and
  - b. Sunday, September 22, 2024, from approximately 9:30 a.m. till approximately 10:30 a.m. or when the last runner is off the road.
5. Declares there is a public benefit from the Mammoth Festival of Beers and Bluesapalooza Mammoth Gran Fondo, Mammoth Tuff, and Mammoth Trail Fest events; and

6. Authorizes ' no parking' and traffic control equipment to be placed along the roads prior to the event; and
7. Directs the Mammoth Lakes Police Department and the Public Works Department to monitor the traffic within the event area and make any modifications that are deemed necessary for public safety.

APPROVED AND ADOPTED this 17<sup>th</sup> day of July, 2024.

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BILL SAUSER, Mayor

ATTEST:

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JAMIE GRAY, Town Clerk



## **TOWN COUNCIL STAFF REPORT**

Title: Accept the Project Closeout Report For CAP 17-009 Fuel Island Upgrades.

Meeting Date: July 17, 2024

Prepared by: Colin Brownlee, Engineering Assistant

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### **RECOMMENDATION:**

Staff recommends Town Council accept the project closeout report for Fuel Island Upgrades.

### **BACKGROUND:**

The Town identified a need to make improvements to the Town's fueling station located at 299 Commerce Drive. It is used by Town staff and other partner agencies as a fueling station for daily operations, including critical operations for crews such as snow removal, MLFD, and ESTA. The system was installed over 30 years ago and was in need of repair. The life span of underground storage tanks is typically 30 years without improvements and there were issues with water entering the sumps and questions about the tank's condition. Though many options were evaluated, the best choice was a combination treatment of inspecting, sandblasting, rinsing, and lining the inside of the tanks. This work was completed in 2022, followed by new surface level concrete and waterproof lids. This would prolong the life of the tanks an estimated 15+ years.

### **ANALYSIS:**

In October of 2022, the Contractor, CGRS accessed the tanks for inspection. They found normal levels of corrosion, but determined the tank thicknesses were safe and did not need any major repair. They then sandblasted and rinsed the tanks, followed by a lining. The surface level concrete work was originally scheduled to be completed during October of 2023. It was scheduled for this time of year to reduce impact on critical public services such as snow removal and high traffic bus routes. The Contractor successfully completed the demolition of the existing concrete and did the necessary grading work. After placing the concrete, it was determined that the concrete mix used lacked the required fiber mesh, an important component for durability. The finish work on the concrete was also poor. The Contractor and the Town agreed that the work did not meet the standards of the Contract and the Contractor agreed to remove and replace the concrete in the Spring of 2024. The Contractor returned at the end of May 2024 and began the two week process of removing the sub-standard concrete and replacing it with a higher quality product that met specifications. The Fuel Island was re-opened on June 12<sup>th</sup>, 2024.

### **FINANCIAL CONSIDERATIONS:**

\$600,000.00 was originally allocated from the Transit Reserves for this work. The total expenditures for all of the work was \$451,466.18. The remaining funds, \$148,533.82 will be transferred back into Transit Reserves.

### **CONSTRUCTION PHOTOS:**



Internal corrosion buildup



Internal wall before sandblasting



Before Lining, After Sandblasting



After Lining



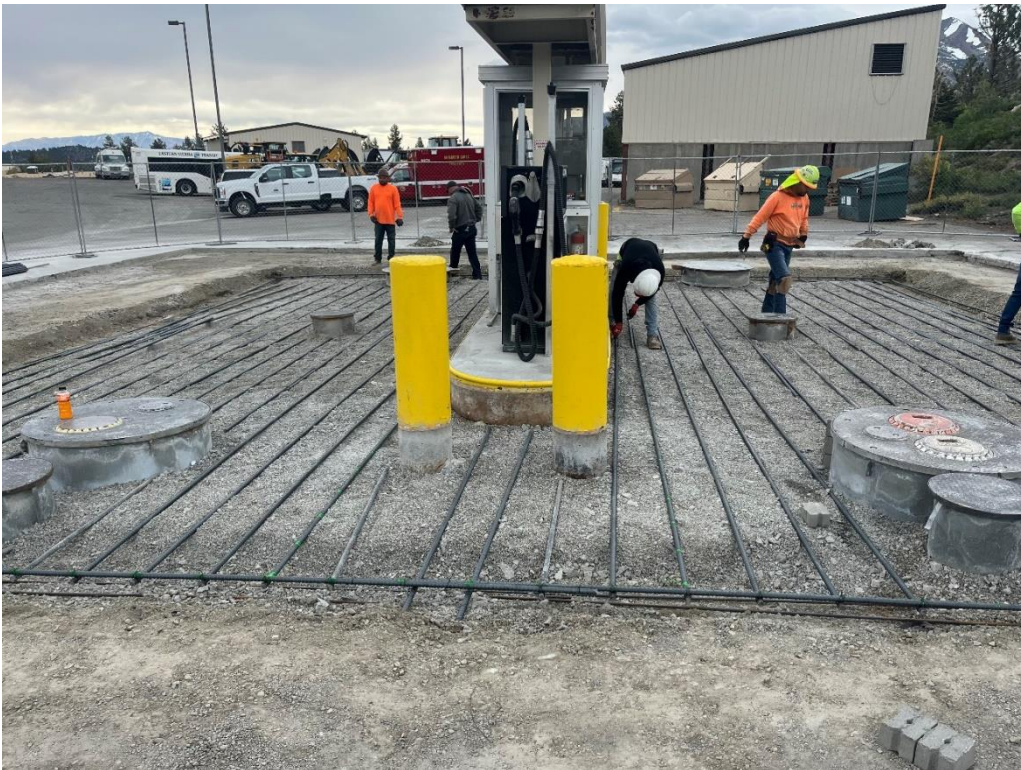


Demolition work in October 2023



Grading gravel base in October 2023





Post demolition of concrete and placing reinforcing bar in June 2024





Placing concrete in 2024



Pouring concrete in 2024

## Report Criteria:

Report type: Invoice detail

Check.Type = {&lt;&gt;} "Adjustment"

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
<b>AMERIGAS</b>								
06/27/2024	111227	3165208176/20	6982	AMERIGAS	100-438-43404	06/24-POOL	1,112.34	06/24
06/27/2024	111227	3165383318/20	6982	AMERIGAS	100-438-43404	06/24-POOL	461.81	06/24
Total AMERIGAS:							1,574.15	
<b>ASTROTURF CORP.</b>								
06/27/2024	111228	REPAIR	19683	ASTROTURF CORP.	300-531-43031	WHITMORE TRACK/FI	33,397.50	06/24
Total ASTROTURF CORP.:							33,397.50	
<b>ATLEEWORK, ANTHONY</b>								
06/27/2024	111229	03/03/24A	19435	ATLEEWORK, ANTHON	210-452-42030	MEAL ALLOWANCE	20.00	06/24
Total ATLEEWORK, ANTHONY:							20.00	
<b>AUTOLIFT</b>								
06/27/2024	111230	24655	19673	AUTOLIFT	210-454-43031	PARTS	4,347.52	06/24
Total AUTOLIFT:							4,347.52	
<b>BISHOP AUTOMOTIVE CENTER</b>								
06/27/2024	62724100	1-72201	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	2,094.56	06/24
06/27/2024	62724100	1-72297	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	2,432.71	06/24
06/27/2024	62724100	1-GS72317	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	1,413.83	06/24
06/27/2024	62724100	1-GS72428	18309	BISHOP AUTOMOTIVE	910-000-13003	PARTS	920.68	06/24
Total BISHOP AUTOMOTIVE CENTER:							6,861.78	
<b>BLUEBIRD IMAGING</b>								
06/27/2024	111231	6223	8182	BLUEBIRD IMAGING	100-432-43120	SIGN	45.26	06/24
Total BLUEBIRD IMAGING:							45.26	
<b>BPR CONSULTING GROUP</b>								
06/27/2024	111232	1627	19259	BPR CONSULTING GR	100-442-43031	CERTIFIED PLANS EX	150.00	06/24
06/27/2024	111232	1628	19259	BPR CONSULTING GR	100-442-43031	03/20-04/30/24	7,828.75	06/24
Total BPR CONSULTING GROUP:							7,978.75	
<b>BRITT'S DIESEL &amp; AUTOMOTIVE</b>								
06/27/2024	62724101	59923	2559	BRITT'S DIESEL & AUT	910-000-13003	PARTS	81.81	06/24
Total BRITT'S DIESEL & AUTOMOTIVE:							81.81	
<b>CALIFORNIA BROADBAND CORP</b>								
06/27/2024	111233	20000054392	10416	CALIFORNIA BROADB	100-418-45050	JUNE 2024	2,631.31	06/24
Total CALIFORNIA BROADBAND CORP:							2,631.31	
<b>CAMARGO-AGUILOR, SERGIO</b>								
06/27/2024	111234	DMV FEES	19466	CAMARGO-AGUILOR,	210-454-43031	CLASS B LICENSE	98.00	06/24



Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total CAMARGO-AGUILOR, SERGIO:							98.00	
<b>CANON FINANCIAL SERVICES, INC</b>								
06/27/2024	62724102	32854418	19353	CANON FINANCIAL SE	100-416-46010	JUNE 2024	2,145.91	06/24
Total CANON FINANCIAL SERVICES, INC:							2,145.91	
<b>CASHMAN EQUIPMENT CO.</b>								
06/27/2024	111235	INWO1718242	49	CASHMAN EQUIPMEN	910-000-13047	PARTS	2,256.51	06/24
Total CASHMAN EQUIPMENT CO.:							2,256.51	
<b>CHUCK VILLAR CONSTRUCTION INC.</b>								
06/27/2024	62724103	28183	7277	CHUCK VILLAR CONS	100-452-43031	SNOW REMOVAL HILL	9,373.21	06/24
06/27/2024	62724103	28186	7277	CHUCK VILLAR CONS	210-452-43031	SNOW REMOVAL SDY	11,799.89	06/24
Total CHUCK VILLAR CONSTRUCTION INC.:							21,173.10	
<b>CONNEY SAFETY PRODUCTS</b>								
06/27/2024	111236	06260428	3417	CONNEY SAFETY PRO	910-000-13003	PARTS	153.00	06/24
Total CONNEY SAFETY PRODUCTS:							153.00	
<b>CONSTANT ASSOCIATES</b>								
06/27/2024	111237	CA2024-1230	19450	CONSTANT ASSOCIAT	100-405-43031	WINTER STORM AAR	4,950.00	06/24
Total CONSTANT ASSOCIATES:							4,950.00	
<b>CRAFCO INC.</b>								
06/27/2024	111238	9403197888	10398	CRAFCO INC.	220-471-43031	RENTAL 05/21-06/03/24	1,939.50	06/24
06/27/2024	111238	9403199151	10398	CRAFCO INC.	220-471-43031	CRACK SEAL	3,879.00	06/24
Total CRAFCO INC.:							5,818.50	
<b>DESIGNS UNLIMITED SCREEN PRINTS</b>								
06/27/2024	111127	28316	63	DESIGNS UNLIMITED	100-434-42006	LIFEGUARD LOGO	573.81	06/24
06/27/2024	111239	28294	63	DESIGNS UNLIMITED	100-467-42007	UNIFORM	1,331.50	06/24
Total DESIGNS UNLIMITED SCREEN PRINTS:							757.69	
<b>DIY HOME CENTER</b>								
06/27/2024	111240	131758	5476	DIY HOME CENTER	215-511-42007	MAINT SUPPLIES	57.76	06/24
06/27/2024	111240	132058	5476	DIY HOME CENTER	215-511-42007	MAINT SUPPLIES	101.77	06/24
06/27/2024	111240	132703	5476	DIY HOME CENTER	215-511-42007	MAINT SUPPLIES	12.60	06/24
06/27/2024	111240	132999	5476	DIY HOME CENTER	215-511-42007	MAINT SUPPLIES	87.27	06/24
06/27/2024	111240	133117	5476	DIY HOME CENTER	100-464-43031	MAINT SUPPLIES	7.26	06/24
06/27/2024	111240	133166	5476	DIY HOME CENTER	210-452-42025	MAINT SUPPLIES	7.35	06/24
06/27/2024	111240	133304	5476	DIY HOME CENTER	215-511-42007	MAINT SUPPLIES	58.15	06/24
06/27/2024	111240	133425	5476	DIY HOME CENTER	858-436-45080	MAINT SUPPLIES	21.04	06/24
06/27/2024	111240	133506	5476	DIY HOME CENTER	210-456-42007	MAINT SUPPLIES	26.17	06/24
06/27/2024	111240	133561	5476	DIY HOME CENTER	210-456-42007	MAINT SUPPLIES	24.22	06/24
06/27/2024	111240	133623	5476	DIY HOME CENTER	215-511-42007	MAINT SUPPLIES	2.32	06/24
06/27/2024	111240	133711	5476	DIY HOME CENTER	858-436-45080	MAINT SUPPLIES	74.13	06/24
06/27/2024	111240	133740	5476	DIY HOME CENTER	100-464-43031	MAINT SUPPLIES	126.01	06/24
06/27/2024	111240	133751	5476	DIY HOME CENTER	858-436-45080	MAINT SUPPLIES	49.79	06/24
06/27/2024	111240	134181	5476	DIY HOME CENTER	210-452-42025	MAINT SUPPLIES	15.87	06/24

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total DIY HOME CENTER:							671.71	
<b>ELDRIDGE ELECTRIC &amp; SON, INC.</b>								
06/27/2024	111241	TOML 2404	6917	ELDRIDGE ELECTRIC	300-531-43031	INSTALL CIRCUIT/FOO	4,951.93	06/24
Total ELDRIDGE ELECTRIC & SON, INC.:							4,951.93	
<b>FRONTIER COMMUNICATIONS</b>								
06/27/2024	111242	06/24-3825	10869	FRONTIER COMMUNIC	220-471-43404	06/24-AIRPORT	96.87	06/24
Total FRONTIER COMMUNICATIONS:							96.87	
<b>GRANITE CONSTRUCTION CO.</b>								
06/27/2024	111243	2722088	6420	GRANITE CONSTRUCT	210-450-45228	COLD MIX	2,983.38	06/24
Total GRANITE CONSTRUCTION CO.:							2,983.38	
<b>HIGH COUNTRY LUMBER</b>								
06/27/2024	111244	53011	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	107.67	06/24
06/27/2024	111244	054800	830	HIGH COUNTRY LUMB	215-511-42026	MAINT SUPPLIES	139.61	06/24
06/27/2024	111244	504774	830	HIGH COUNTRY LUMB	220-471-42007	MAINT SUPPLIES	84.14	06/24
06/27/2024	111244	53506	830	HIGH COUNTRY LUMB	215-511-42026	MAINT SUPPLIES	16.15	06/24
06/27/2024	111244	53840	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	30.26	06/24
06/27/2024	111244	54051	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	83.98	06/24
06/27/2024	111244	54104	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	7.53	06/24
06/27/2024	111244	55409	830	HIGH COUNTRY LUMB	100-464-43031	MAINT SUPPLIES	70.03	06/24
06/27/2024	111244	55439	830	HIGH COUNTRY LUMB	210-450-42022	MAINT SUPPLIES	67.17	06/24
06/27/2024	111244	55475	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	8.61	06/24
06/27/2024	111244	55541	830	HIGH COUNTRY LUMB	210-450-42022	MAINT SUPPLIES	96.70	06/24
06/27/2024	111244	55589	830	HIGH COUNTRY LUMB	215-511-42026	MAINT SUPPLY	144.68	06/24
06/27/2024	111244	55671	830	HIGH COUNTRY LUMB	858-436-45080	MAINT SUPPLIES	19.38	06/24
06/27/2024	111244	55690	830	HIGH COUNTRY LUMB	215-511-42007	MAINT SUPPLIES	5.05	06/24
06/27/2024	111244	55766	830	HIGH COUNTRY LUMB	100-464-43031	MAINT SUPPLIES	20.46	06/24
06/27/2024	111244	56110	830	HIGH COUNTRY LUMB	210-450-42025	GUARD RAIL MAINT	226.47	06/24
Total HIGH COUNTRY LUMBER:							1,127.89	
<b>HMC ARCHITECTS</b>								
06/27/2024	62724104	174566	10804	HMC ARCHITECTS	300-531-43031	MAY 2024-CRC	1,350.00	06/24
06/27/2024	62724104	174567	10804	HMC ARCHITECTS	300-531-43031	MAY 2024-CIVIC CTR	127,042.48	06/24
Total HMC ARCHITECTS:							128,392.48	
<b>HOME LUMBER COMPANY</b>								
06/27/2024	111245	77672	5594	HOME LUMBER COMP	210-450-45224	LUMBER	1,936.62	06/24
Total HOME LUMBER COMPANY:							1,936.62	
<b>HYDRAULIC CONTROLS, INC</b>								
06/27/2024	62724105	02785004A	948	HYDRAULIC CONTROL	910-000-13003	PARTS	145.91	06/24
Total HYDRAULIC CONTROLS, INC:							145.91	
<b>INTERWEST CONSULTING GROUP</b>								
06/27/2024	62724106	418821	18150	INTERWEST CONSULT	100-442-43031	MAY 2024-PLAN CHEC	2,350.00	06/24
06/27/2024	62724106	467307	18150	INTERWEST CONSULT	100-442-43031	MAY 2024-PLAN CHEC	1,937.50	06/24




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Total INTERWEST CONSULTING GROUP:							4,287.50	
<b>JIM CHARLON FORD, INC.</b>								
06/27/2024	111246	64489	19138	JIM CHARLON FORD, I	910-000-13003	PARTS	360.42	06/24
Total JIM CHARLON FORD, INC.:							360.42	
<b>JK ARCHITECTURE ENGINEERING</b>								
06/27/2024	111247	8371	18241	JK ARCHITECTURE EN	300-531-43031	MAY 2024-OMR MAIN S	1,760.00	06/24
Total JK ARCHITECTURE ENGINEERING:							1,760.00	
<b>KIMBALL-MIDWEST</b>								
06/27/2024	111248	102312883	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	777.96	06/24
06/27/2024	111248	102313484	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	95.15	06/24
Total KIMBALL-MIDWEST:							873.11	
<b>L.A. PERKS PLUMBING &amp; HEATING, INC.</b>								
06/27/2024	111249	887648	19441	L.A. PERKS PLUMBING	300-531-43031	FUEL ISLAND PROGR	122,256.55	06/24
06/27/2024	111249	887649	19441	L.A. PERKS PLUMBING	300-531-43031	PROGRESS PYMT 3	14,047.30	06/24
Total L.A. PERKS PLUMBING & HEATING, INC.:							136,303.85	
<b>L'ABRI HOMEOWNERS ASSOCIATION</b>								
06/27/2024	111250	UNIT 4 JUNE 2	5816	L'ABRI HOMEOWNERS	100-464-43404	06/24-CAM	400.00	06/24
Total L'ABRI HOMEOWNERS ASSOCIATION:							400.00	
<b>LINDE GAS &amp; EQUIPMENT INC.</b>								
06/27/2024	111251	43584769	19251	LINDE GAS & EQUIPM	210-454-43031	CYLINDER RENTAL	992.40	06/24
06/27/2024	111251	43584828	19251	LINDE GAS & EQUIPM	220-471-43031	CYLINDER RENTAL	148.86	06/24
Total LINDE GAS & EQUIPMENT INC.:							1,141.26	
<b>LUTTRELL HOLDINGS IIM LLC</b>								
06/27/2024	62724107	2774	19462	LUTTRELL HOLDINGS	100-415-43031	WEEK 04/14/24	1,650.80	06/24
Total LUTTRELL HOLDINGS IIM LLC:							1,650.80	
<b>MAMMOTH COMMUNITY WATER DISTRICT</b>								
06/27/2024	111252	INV-00000340	308	MAMMOTH COMMUNI	300-531-43031	WATER/SEWER METE	53,470.00	06/24
06/27/2024	111252	INV-00000341	308	MAMMOTH COMMUNI	300-531-43031	WATER/SEWER APPLI	200.00	06/24
06/27/2024	111252	INV-00000344	308	MAMMOTH COMMUNI	300-531-43031	INSPECTIONS	230.00	06/24
06/27/2024	111252	INV-00000346	308	MAMMOTH COMMUNI	300-531-43031	CONNECTION FEES	14,186.00	06/24
Total MAMMOTH COMMUNITY WATER DISTRICT:							68,086.00	
<b>MAMMOTH DISPOSAL, INC.</b>								
06/27/2024	111253	1271587U014	94	MAMMOTH DISPOSAL,	100-467-43031	02/24-03/24-SHERWIN	1,874.70	06/24
06/27/2024	111253	1271587	94	MAMMOTH DISPOSAL,	100-467-43031	LAKE GEORGE TRAIL	1,339.94	06/24
06/27/2024	111253	1288109U014	94	MAMMOTH DISPOSAL,	100-467-43031	MAY/JUNE 2024-SHER	3,773.89	06/24
Total MAMMOTH DISPOSAL, INC.:							6,988.53	
<b>MAMMOTH LAKES RECREATION</b>								
06/27/2024	62724108	3023	10529	MAMMOTH LAKES RE	100-467-43110	SUMMER REC MAP	600.00	06/24

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Total MAMMOTH LAKES RECREATION:							600.00	
<b>MAMMOTH LAKES TOURISM-TBID</b>								
06/27/2024	62724109	TBID PASS TH	8858	MAMMOTH LAKES TO	218-480-49020	THROUGH 05/31/24	503,963.46	06/24
Total MAMMOTH LAKES TOURISM-TBID:							503,963.46	
<b>MICHAELS RENO POWER SPORTS</b>								
06/27/2024	111254	SKIDOO-TRAI	19006	MICHAELS RENO POW	915-570-48200	2BPSASRA4RV000025	18,200.00	06/24
Total MICHAELS RENO POWER SPORTS:							18,200.00	
<b>MISSION LINEN SUPPLY, INC</b>								
06/27/2024	111255	521832791	6482	MISSION LINEN SUPPL	210-454-42006	UNIFORM	186.63	06/24
Total MISSION LINEN SUPPLY, INC:							186.63	
<b>MODEL1 COMMERCIAL VEHICLES, INC.</b>								
06/27/2024	111256	XA128015501:	19359	MODEL1 COMMERCIA	910-000-13003	PARTS	850.07	06/24
Total MODEL1 COMMERCIAL VEHICLES, INC.:							850.07	
<b>MONO COUNTY PUBLIC WORKS DEPT</b>								
06/27/2024	111257	0524	3178	MONO COUNTY PUBLI	210-450-43031	SOLID WASTE	64.00	06/24
Total MONO COUNTY PUBLIC WORKS DEPT:							64.00	
<b>ONWARD</b>								
06/27/2024	111258	1000154686	18118	ONWARD	100-418-43404	JUNE 2024	516.41	06/24
Total ONWARD:							516.41	
<b>PITNEY BOWES-LEASE</b>								
06/27/2024	62724110	3106696119	122	PITNEY BOWES-LEAS	100-416-42005	04/30-07/29/24 LEASE	492.08	06/24
Total PITNEY BOWES-LEASE:							492.08	
<b>QUILL CORPORATION</b>								
06/27/2024	62724111	38939418	2090	QUILL CORPORATION	100-416-42002	OFFICE SUPPLIES	48.48	06/24
Total QUILL CORPORATION:							48.48	
<b>SACRAMENTO VALLEY ASSOC. BUILDING OFFICI</b>								
06/27/2024	111259	1311	18386	SACRAMENTO VALLE	100-442-43150	REGISTRATION	90.00	06/24
Total SACRAMENTO VALLEY ASSOC. BUILDING OFFICI:							90.00	
<b>SHEET, THE</b>								
06/27/2024	111260	11687	6678	SHEET, THE	300-531-43031	05/24-ADVERT	900.00	06/24
06/27/2024	111260	11691	6678	SHEET, THE	100-416-44220	05/24-TOWN CLEAN U	1,462.00	06/24
Total SHEET, THE:							2,362.00	
<b>SIERRA GEOTECHNICAL SVCS.</b>								
06/27/2024	111261	309951	1876	SIERRA GEOTECHNIC	100-442-43031	BUILDING INSPECTIO	1,441.44	06/24
06/27/2024	111261	309963	1876	SIERRA GEOTECHNIC	210-452-43031	SNOW STORAGE PIT	1,410.00	06/24
06/27/2024	111261	310017	1876	SIERRA GEOTECHNIC	100-442-43031	JUNE 2024 FIELD INSP	1,380.00	06/24

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06/27/2024	111261	310014	1876	SIERRA GEOTECHNIC	210-452-43031	SNOW STORAGE PIT	3,040.00	06/24
Total SIERRA GEOTECHNICAL SVCS.:							7,271.44	
<b>SILVER STATE INTERNATIONAL TRUCKS</b>								
06/27/2024	62724112	X201144278:01	35	SILVER STATE INTERN	910-000-13003	PARTS	65.32-	06/24
06/27/2024	62724112	X201144279:01	35	SILVER STATE INTERN	910-000-13003	PARTS	161.88-	06/24
06/27/2024	62724112	X201144347:01	35	SILVER STATE INTERN	910-000-13003	PARTS	1,805.17	06/24
06/27/2024	62724112	X201144570:01	35	SILVER STATE INTERN	910-000-13003	PARTS	314.11	06/24
06/27/2024	62724112	X201144570:02	35	SILVER STATE INTERN	910-000-13003	PARTS	1,072.80	06/24
06/27/2024	62724112	X201144570:03	35	SILVER STATE INTERN	910-000-13003	PARTS	187.06	06/24
06/27/2024	62724112	X201144659:01	35	SILVER STATE INTERN	910-000-13003	PARTS	1,368.41	06/24
06/27/2024	62724112	X201144995:01	35	SILVER STATE INTERN	910-000-13003	PARTS	269.38-	06/24
06/27/2024	62724112	X201145081:01	35	SILVER STATE INTERN	910-000-13003	PARTS	1,781.09	06/24
06/27/2024	62724112	X201145276:01	35	SILVER STATE INTERN	910-000-13003	PARTS	269.38-	06/24
06/27/2024	62724112	X201145431:01	35	SILVER STATE INTERN	910-000-13003	PARTS	194.01	06/24
Total SILVER STATE INTERNATIONAL TRUCKS:							5,956.69	
<b>SPIESS CONSTRUCTION CO., INC.</b>								
06/27/2024	111262	PROGRESS P	2906	SPIESS CONSTRUCTI	300-531-43031	TRAIL HEAD FACILITY	97,567.36	06/24
Total SPIESS CONSTRUCTION CO., INC.:							97,567.36	
<b>STANTEC CONSULTING SVCS INC.</b>								
06/27/2024	62724113	2239349	19294	STANTEC CONSULTIN	216-510-43031	SHERWIN TRAILS ON	52,907.00	06/24
Total STANTEC CONSULTING SVCS INC.:							52,907.00	
<b>STEVE'S AUTO &amp; TRUCK PARTS</b>								
06/27/2024	111263	112823	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	19.40-	06/24
06/27/2024	111263	113298	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	20.77	06/24
06/27/2024	111263	113463	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	42.11	06/24
06/27/2024	111263	113515	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	136.70	06/24
06/27/2024	111263	113516	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	227.84	06/24
06/27/2024	111263	113520	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	44.48	06/24
06/27/2024	111263	113597	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	11.16	06/24
06/27/2024	111263	113622	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	118.50	06/24
06/27/2024	111263	113722	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	126.20	06/24
06/27/2024	111263	113749	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	33.39	06/24
06/27/2024	111263	114219	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	171.23	06/24
06/27/2024	111263	114236	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	69.08	06/24
06/27/2024	111263	114302	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	185.43	06/24
06/27/2024	111263	114374	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	19.40-	06/24
06/27/2024	111263	114463	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	23.55	06/24
06/27/2024	111263	114676	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	36.42	06/24
06/27/2024	111263	114684	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	20.00	06/24
06/27/2024	111263	114785	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	48.23	06/24
06/27/2024	111263	114786	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	48.23	06/24
06/27/2024	111263	114787	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	19.40-	06/24
06/27/2024	111263	114790	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	348.72	06/24
06/27/2024	111263	114809	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	86.18	06/24
06/27/2024	111263	114878	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	13.50	06/24
06/27/2024	111263	114885	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	5.26	06/24
06/27/2024	111263	114890	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	37.70	06/24
06/27/2024	111263	114897	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	19.40-	06/24
06/27/2024	111263	114997	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	19.40	06/24



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Total STEVE'S AUTO & TRUCK PARTS:							1,796.48	
<b>TAPCO SAFE TRAVELS</b>								
06/27/2024	111264	I779594	10531	TAPCO SAFE TRAVEL	210-450-45224	BLINKERSIGN	1,703.19	06/24
Total TAPCO SAFE TRAVELS:							1,703.19	
<b>TEAM CIVX</b>								
06/27/2024	111265	3141	19680	TEAM CIVX	100-413-43031	CONSULTING FEE	5,000.00	06/24
Total TEAM CIVX:							5,000.00	
<b>THOMAS PETROLEUM, LLC</b>								
06/27/2024	62724114	0880287-IN	7891	THOMAS PETROLEUM	910-000-13001	GASOLINE	17,723.52	06/24
06/27/2024	62724114	0930768-IN	7891	THOMAS PETROLEUM	910-000-13003	OIL	905.53	06/24
Total THOMAS PETROLEUM, LLC:							18,629.05	
<b>US BANK CORPORATE TRUST SVCS</b>								
06/27/2024	111266	7366071	19160	US BANK CORPORATE	990-590-43031	COP 2015 REFUNDING	2,000.00	06/24
Total US BANK CORPORATE TRUST SVCS:							2,000.00	
<b>VERIZON WIRELESS</b>								
06/27/2024	111267	9965811805	10652	VERIZON WIRELESS	220-471-43404	05/24-AIRPORT	95.65	06/24
06/27/2024	111267	9966255562	10652	VERIZON WIRELESS	100-416-43404	CREDIT	1,083.61	06/24
Total VERIZON WIRELESS:							1,179.26	
<b>WAUGH, SIERRA</b>								
06/27/2024	111268	06/10-06/14/24	10649	WAUGH, SIERRA	220-471-43150	PER DIEM	242.00	06/24
Total WAUGH, SIERRA:							242.00	
<b>WILLDAN</b>								
06/27/2024	111269	002-31846	18417	WILLDAN	300-531-43031	MAY 2024 PLAN REVIE	1,323.00	06/24
Total WILLDAN:							1,323.00	
<b>ZILA, MARINA</b>								
06/27/2024	111270	IMPOUND VE	19682	ZILA, MARINA	100-000-32830	VEHICLE IMPOUND RE	150.00	06/24
Total ZILA, MARINA:							150.00	
Grand Totals:							1,179,547.65	

Signature:	NOLAN BOBROFF		Date	7-9-24
Signature:	JAMIE GRAY		Date	6/27/24
Signature:	STEPHANIE TRUJILLO		Date	7/8/24

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Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

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## Report Criteria:

Report type: Invoice detail

Check.Type = {&lt;&gt;} "Adjustment"

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<b>AEGIS FIRE SYSTEMS INC</b>								
07/02/2024	111271	BTC 10237	19442	AEGIS FIRE SYSTEMS	001-000-10760	BT OVERPYMT	25.00	07/24
Total AEGIS FIRE SYSTEMS INC:							25.00	
<b>AMERIGAS</b>								
07/02/2024	111272	3165611929/20	6982	AMERIGAS	100-438-43404	06/24-POOL	978.42	07/24
Total AMERIGAS:							978.42	
<b>AT&amp;T MOBILITY</b>								
07/02/2024	111273	287311715401	8453	AT&T MOBILITY	100-420-43404	06/24-MIFI-PD	1.10	07/24
Total AT&T MOBILITY:							1.10	
<b>BEST BEST &amp; KRIEGER</b>								
07/02/2024	70224100	989319	33	BEST BEST & KRIEGER	100-440-43030	FEB 2024-CEQA	9,820.00	07/24
07/02/2024	70224100	989320	33	BEST BEST & KRIEGER	100-412-43031	FEB 2024-PWE	5,788.35	07/24
Total BEST BEST & KRIEGER:							15,608.35	
<b>BIGWOOD OWNERS' ASSOC.</b>								
07/02/2024	111274	JULY 2024	19470	BIGWOOD OWNERS' A	100-464-43404	1629 MAJESTIC PINES	833.67	07/24
Total BIGWOOD OWNERS' ASSOC.:							833.67	
<b>BLUEBIRD IMAGING</b>								
07/02/2024	111275	6231	8182	BLUEBIRD IMAGING	100-432-44320	SIGNAGE	775.80	07/24
Total BLUEBIRD IMAGING:							775.80	
<b>BRANDLEY ENGINEERING, INC.</b>								
07/02/2024	70224101	11121	3443	BRANDLEY ENGINEER	220-531-43031	MAY 2024-PAVEMENT	26,810.90	07/24
Total BRANDLEY ENGINEERING, INC.:							26,810.90	
<b>CALIFORNIA POLICE CHIEFS ASSOCIATION</b>								
07/02/2024	111276	6210	981	CALIFORNIA POLICE C	100-420-43110	2024-25 CPCA DURS	365.00	07/24
Total CALIFORNIA POLICE CHIEFS ASSOCIATION:							365.00	
<b>CANON FINANCIAL SERVICES, INC</b>								
07/02/2024	70224102	33239546	19353	CANON FINANCIAL SE	100-416-46010	JULY 2024	329.28	07/24
Total CANON FINANCIAL SERVICES, INC:							329.28	
<b>CASELLE INC.</b>								
07/02/2024	111277	133572	10606	CASELLE INC.	100-418-45050	JULY 2024	3,583.00	07/24
Total CASELLE INC.:							3,583.00	
<b>CHAMBER MUSIC UNBOUND</b>								
07/02/2024	111278	JULY 4 2024	6886	CHAMBER MUSIC UNB	100-416-44220	POPS IN THE PARK	6,000.00	07/24

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Total CHAMBER MUSIC UNBOUND:							6,000.00	
<b>CHUCK VILLAR CONSTRUCTION INC.</b>								
07/02/2024	70224103	27812	7277	CHUCK VILLAR CONS	853-452-43031	01/24-BLUFF'S SNOW	11,128.09	07/24
07/02/2024	70224103	27813	7277	CHUCK VILLAR CONS	210-452-43031	01/24-CIVIC CENTER	6,106.75	07/24
07/02/2024	70224103	27814	7277	CHUCK VILLAR CONS	100-452-43031	01/24-CTR & TENNIS C	5,304.04	07/24
07/02/2024	70224103	27960	7277	CHUCK VILLAR CONS	100-452-43031	01/24-FIRE STATION &	987.12	07/24
07/02/2024	70224103	27961	7277	CHUCK VILLAR CONS	100-452-43031	01/24-HILLSIDE PARK	5,815.23	07/24
07/02/2024	70224103	27962	7277	CHUCK VILLAR CONS	850-452-43031	01/24-JUNIPER RIDGE	9,561.36	07/24
07/02/2024	70224103	27967	7277	CHUCK VILLAR CONS	210-452-43031	01/24-SHERWIN CREE	7,179.55	07/24
07/02/2024	70224103	27968	7277	CHUCK VILLAR CONS	100-452-43031	01/24-TAVERN PARK A	10,238.47	07/24
Total CHUCK VILLAR CONSTRUCTION INC.:							56,320.61	
<b>CONSTRUCTION SPECIALTY, INC.</b>								
07/02/2024	111279	18737	683	CONSTRUCTION SPE	210-452-43031	CINDERS	1,000.00	07/24
Total CONSTRUCTION SPECIALTY, INC.:							1,000.00	
<b>DEPT OF JUSTICE</b>								
07/02/2024	111280	738989	1775	DEPT OF JUSTICE	100-420-43031	MAY 2024 FINGERPRI	864.00	07/24
Total DEPT OF JUSTICE:							864.00	
<b>DESIGNS UNLIMITED SCREEN PRINTS</b>								
07/02/2024	111281	919319	63	DESIGNS UNLIMITED	100-413-42030	EMBROIDERY	30.00	07/24
Total DESIGNS UNLIMITED SCREEN PRINTS:							30.00	
<b>DIMAS, JESUS</b>								
07/02/2024	111282	06/23/24	18507	DIMAS, JESUS	210-450-42030	MEAL ALLOWANCE	230.00	07/24
Total DIMAS, JESUS:							230.00	
<b>DISABILITY ACCESS CONSULTANTS</b>								
07/02/2024	111283	24-170	19203	DISABILITY ACCESS C	100-460-43031	DACTRAK SUBSCRIPT	2,000.00	07/24
Total DISABILITY ACCESS CONSULTANTS:							2,000.00	
<b>DIY HOME CENTER</b>								
07/02/2024	111284	133551	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	53.28	07/24
07/02/2024	111284	133641	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	21.53	07/24
07/02/2024	111284	133754	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	18.83	07/24
07/02/2024	111284	133918	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	219.56	07/24
07/02/2024	111284	134224	5476	DIY HOME CENTER	210-450-42022	MAINT SUPPLIES	27.86	07/24
07/02/2024	111284	134444	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	62.01	07/24
Total DIY HOME CENTER:							403.07	
<b>DOGGIE WALK BAGS, INC</b>								
07/02/2024	70224104	0113450-IN	7304	DOGGIE WALK BAGS, I	100-438-45080	BAGS	998.98	07/24
Total DOGGIE WALK BAGS, INC:							998.98	
<b>EASTERN SIERRA COMMUNITY CHORUS</b>								
07/02/2024	111285	2024/25 MEAS	19382	EASTERN SIERRA CO	217-513-43031	MEASURE U AWARD	8,500.00	07/24


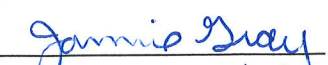

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total EASTERN SIERRA COMMUNITY CHORUS:							8,500.00	
<b>EASTERN SIERRA TREE SERVICE</b>								
07/02/2024	111286	3792	10377	EASTERN SIERRA TRE	100-444-43031	05/24-UNPERMITTED T	650.00	07/24
Total EASTERN SIERRA TREE SERVICE:							650.00	
<b>ELLIOTT BRAINARD, ARCHITECT</b>								
07/02/2024	111287	FEBRUARY 20	858	ELLIOTT BRAINARD, A	100-440-43030	ADP ROCK SPRING	350.00	07/24
Total ELLIOTT BRAINARD, ARCHITECT:							350.00	
<b>FOREST MEADOWS HOMEOWNERS ASSOC.</b>								
07/02/2024	111288	JULY 2024	19480	FOREST MEADOWS H	100-464-43404	07/24-FM12 CAM	545.00	07/24
Total FOREST MEADOWS HOMEOWNERS ASSOC.:							545.00	
<b>FRIENDS OF THE INYO</b>								
07/02/2024	111289	2024/25 MEAS	8456	FRIENDS OF THE INY	217-513-43031	MEASURE U AWARD	11,000.00	07/24
Total FRIENDS OF THE INYO:							11,000.00	
<b>FRONTIER COMMUNICATIONS</b>								
07/02/2024	111290	06/24-0348	10869	FRONTIER COMMUNIC	210-450-43404	06/24-PWM	246.83	07/24
07/02/2024	111290	06/24-2490	10869	FRONTIER COMMUNIC	100-420-43404	06/24-PD FAX	91.85	07/24
07/02/2024	111290	06/24-2536	10869	FRONTIER COMMUNIC	100-420-43404	06/24-PD	330.61	07/24
07/02/2024	111290	06/24-3119	10869	FRONTIER COMMUNIC	220-471-43404	06/24-AIRPORT	213.88	07/24
07/02/2024	111290	06/24-3509	10869	FRONTIER COMMUNIC	858-436-43404	06/24-OLD ICE RINK	67.19	07/24
Total FRONTIER COMMUNICATIONS:							950.36	
<b>GRAY'S GRASSHOPPER INC.</b>								
07/02/2024	111291	PROGRESS P	19659	GRAY'S GRASSHOPPE	300-531-43031	MAIN ST LANDSCAPIN	120,816.25	07/24
Total GRAY'S GRASSHOPPER INC.:							120,816.25	
<b>HIGH COUNTRY LUMBER</b>								
07/02/2024	111292	55587	830	HIGH COUNTRY LUMB	100-434-45080	MAINT SUPPLIES	12.90	07/24
Total HIGH COUNTRY LUMBER:							12.90	
<b>HOT CREEK AVIATION, LLC</b>								
07/02/2024	111293	JULY 2024	6335	HOT CREEK AVIATION,	220-471-45010	HANGAR RENT	6,828.03	07/24
Total HOT CREEK AVIATION, LLC:							6,828.03	
<b>INNSBRUCK LODGE AFFORDABLE HOUSING, LLC</b>								
07/02/2024	111294	6	19684	INNSBRUCK LODGE A	245-445-43035	FUNDING TOWARDS I	400,000.00	07/24
Total INNSBRUCK LODGE AFFORDABLE HOUSING, LLC:							400,000.00	
<b>KIMBALL-MIDWEST</b>								
07/02/2024	111295	102170662	4812	KIMBALL-MIDWEST	100-416-44220	PARTS	414.78	07/24
Total KIMBALL-MIDWEST:							414.78	



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<b>KNORR SYSTEMS, INC</b>								
07/02/2024	70224105	239051	18390	KNORR SYSTEMS, INC	100-434-42007	POOL CLEANER PART	2,657.45	07/24
07/02/2024	70224105	239260	18390	KNORR SYSTEMS, INC	100-434-42007	POOL CLEANER PART	108.61	07/24
Total KNORR SYSTEMS, INC:							2,766.06	
<b>L'ABRI HOMEOWNERS ASSOCIATION</b>								
07/02/2024	111296	UNIT 2 JULY 2	5816	L'ABRI HOMEOWNERS	100-464-43404	07/24-CAM	400.00	07/24
07/02/2024	111296	UNIT 4 JULY 2	5816	L'ABRI HOMEOWNERS	100-464-43404	07/24-CAM	400.00	07/24
Total L'ABRI HOMEOWNERS ASSOCIATION:							800.00	
<b>LWC</b>								
07/02/2024	111297	4834	18203	LWC	100-440-43031	MAY 2024-MAIN LODG	13,077.50	07/24
Total LWC:							13,077.50	
<b>MACIAS, MARCO</b>								
07/02/2024	111298	11/06/23-04/07/	18391	MACIAS, MARCO	210-450-42030	MEAL ALLOWANCE	575.00	07/24
Total MACIAS, MARCO:							575.00	
<b>MAMMOTH COMMUNITY WATER DISTRICT</b>								
07/02/2024	111299	02850	308	MAMMOTH COMMUNI	100-434-43031	MAY 2024 WHITMORE	44.00	07/24
Total MAMMOTH COMMUNITY WATER DISTRICT:							44.00	
<b>MAMMOTH COMMUNITY WATER DISTRICT UTILIT</b>								
07/02/2024	111300	06/24-6000	97	MAMMOTH COMMUNI	100-438-43404	06/24-HWY LAND	110.94	07/24
07/02/2024	111300	06/24-6398	97	MAMMOTH COMMUNI	100-438-43404	06/24-C CTR	137.48	07/24
07/02/2024	111300	06/24-6440	97	MAMMOTH COMMUNI	210-456-43404	06/24-PWM	400.70	07/24
07/02/2024	111300	06/24-6564	97	MAMMOTH COMMUNI	100-438-43404	06/24-6564	7,962.44	07/24
07/02/2024	111300	06/24-7514	97	MAMMOTH COMMUNI	100-464-43404	06/24-BIGWOOD 101	40.02	07/24
07/02/2024	111300	06/24-7548	97	MAMMOTH COMMUNI	100-464-43404	06/24-BIGWOOD 91	37.28	07/24
07/02/2024	111300	06/24-7783	97	MAMMOTH COMMUNI	100-438-43404	06/24-OLD LIBRARY	73.31	07/24
07/02/2024	111300	06/24-7851	97	MAMMOTH COMMUNI	100-438-43404	06/24-SKATE PARK	394.56	07/24
07/02/2024	111300	06/24-7884	97	MAMMOTH COMMUNI	856-450-43404	06/24-OMR	69.11	07/24
07/02/2024	111300	06/24-7981	97	MAMMOTH COMMUNI	100-475-43404	06/24-TRANSIT	136.87	07/24
07/02/2024	111300	06/24-8069	97	MAMMOTH COMMUNI	858-436-43404	06/24-OLD ICE RINK	129.25	07/24
07/02/2024	111300	06/24-8520	97	MAMMOTH COMMUNI	210-450-43404	06/24-HYDRONIC SYS	30.73	07/24
07/02/2024	111300	06/24-8577	97	MAMMOTH COMMUNI	100-438-43404	06/24-PARK & RIDE	24.18	07/24
07/02/2024	111300	06/24-8657	97	MAMMOTH COMMUNI	100-420-43404	06/24-PD	209.98	07/24
07/02/2024	111300	06/24-8767	97	MAMMOTH COMMUNI	100-438-43404	06/24-DOG PARK	43.48	07/24
Total MAMMOTH COMMUNITY WATER DISTRICT UTILIT:							9,800.33	
<b>MAMMOTH LAKES CHAMBER OF COMMERCE</b>								
07/02/2024	70224106	1079	2279	MAMMOTH LAKES CH	100-480-44810	JULY 2024	75,000.00	07/24
Total MAMMOTH LAKES CHAMBER OF COMMERCE:							75,000.00	
<b>MAMMOTH LAKES HOUSING, INC</b>								
07/02/2024	111301	613	6441	MAMMOTH LAKES HO	245-447-43031	FTHB LOANS-L SOLOR	4,735.00	07/24
07/02/2024	111301	616	6441	MAMMOTH LAKES HO	245-447-43031	GENERAL ADMIN-GR	3,802.50	07/24
Total MAMMOTH LAKES HOUSING, INC:							8,537.50	

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<b>MAMMOTH LAKES RECREATION</b>								
07/02/2024	70224107	1195	10529	MAMMOTH LAKES RE	217-513-43031	JULY 2024	26,125.00	07/24
Total MAMMOTH LAKES RECREATION:							26,125.00	
<b>MAMMOTH LAKES TOURISM-TOT</b>								
07/02/2024	70224108	2522	19320	MAMMOTH LAKES TO	100-480-44810	1Q TOT FY2024/2025	431,250.00	07/24
Total MAMMOTH LAKES TOURISM-TOT:							431,250.00	
<b>MAMMOTH LAKES TRAILS AND PUBLIC ACCESS</b>								
07/02/2024	70224109	054_08-8	7566	MAMMOTH LAKES TR	100-467-43031	MLTPA CONTRACT	13,719.75	07/24
Total MAMMOTH LAKES TRAILS AND PUBLIC ACCESS:							13,719.75	
<b>MAMMOTH LAKES YOUTH HOCKEY</b>								
07/02/2024	111302	2024 MAMMO	18563	MAMMOTH LAKES YO	100-432-44330	T. COLASARDO SCHO	225.00	07/24
Total MAMMOTH LAKES YOUTH HOCKEY:							225.00	
<b>MERIDIAN COURT CONDOMINIUM ASSOC.</b>								
07/02/2024	111303	JULY 2024	18792	MERIDIAN COURT CO	100-464-43404	MER11649 UNIT I101 J	280.14	07/24
Total MERIDIAN COURT CONDOMINIUM ASSOC.:							280.14	
<b>MINARET VILLAGE SHOPPING CENTER</b>								
07/02/2024	70224110	JULY 2024	1	MINARET VILLAGE SH	100-416-45010	07/24-RENT	34,251.04	07/24
Total MINARET VILLAGE SHOPPING CENTER:							34,251.04	
<b>MOBILE AG &amp; INDUSTRIAL SUPPLIES, INC</b>								
07/02/2024	111304	118006	19685	MOBILE AG & INDUST	915-570-48200	TRACTOR	45,034.75	07/24
Total MOBILE AG & INDUSTRIAL SUPPLIES, INC:							45,034.75	
<b>MONO COUNTY HEALTH DEPT.</b>								
07/02/2024	111305	IN0016876	2922	MONO COUNTY HEAL	100-434-43031	TRANSIT WATER SYST	405.00	07/24
07/02/2024	111305	IN0017042	2922	MONO COUNTY HEAL	910-456-43031	BUSINESS PLAN PWM	2,127.00	07/24
07/02/2024	111305	IN0017044	2922	MONO COUNTY HEAL	100-434-43031	WHITMORE POOL	555.00	07/24
07/02/2024	111305	IN0017057	2922	MONO COUNTY HEAL	100-438-43031	SDY RST CONCESSIO	272.00	07/24
Total MONO COUNTY HEALTH DEPT.:							3,359.00	
<b>MOUNTAIN SHADOWS HOMEOWNERS' ASSOC</b>								
07/02/2024	111306	JULY 2024	19168	MOUNTAIN SHADOWS	100-464-43404	MS17687 UNIT G1	330.41	07/24
Total MOUNTAIN SHADOWS HOMEOWNERS' ASSOC:							330.41	
<b>PELHAM, AMANDA</b>								
07/02/2024	111307	06/17/24	18144	PELHAM, AMANDA	100-417-43150	GASOLINE	70.29	07/24
Total PELHAM, AMANDA:							70.29	
<b>PETTY CASH</b>								
07/02/2024	111308	06/28/24	351	PETTY CASH	100-000-37100	YEAR END RECONCILI	45.00	07/24
Total PETTY CASH:							45.00	

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<b>PLAISTED, ANGELA</b>								
07/02/2024	111309	JUNE BIRTHD	18589	PLAISTED, ANGELA	100-414-42030	EMPLOYEE ENGAGEM	75.57	07/24
Total PLAISTED, ANGELA:							75.57	
<b>SCE 1</b>								
07/02/2024	111310	7590535469	10676	SCE 1	300-531-43031	PARK AT THE PARCEL	21,318.48	07/24
Total SCE 1:							21,318.48	
<b>SHEET, THE</b>								
07/02/2024	111311	11596	6678	SHEET, THE	100-414-43130	03/24-ADVERT	180.00	07/24
07/02/2024	111311	11686	6678	SHEET, THE	100-414-43130	05/24-ADVERT	356.00	07/24
Total SHEET, THE:							536.00	
<b>SIERRA CLASSIC THEATER</b>								
07/02/2024	111312	2024/25 MEAS	7014	SIERRA CLASSIC THE	217-513-43031	MEASURE U AWARD	10,500.00	07/24
Total SIERRA CLASSIC THEATER:							10,500.00	
<b>SIERRA MANORS HOMEOWNERS ASSOC.</b>								
07/02/2024	111313	JULY 2024	19351	SIERRA MANORS HOM	100-464-43404	07/24-SM53 CAM	439.54	07/24
Total SIERRA MANORS HOMEOWNERS ASSOC.:							439.54	
<b>SPRING, SOIBIAN</b>								
07/02/2024	111314	06/10-06/13/24	10374	SPRING, SOIBIAN	220-471-43150	PER DIEM	189.00	07/24
Total SPRING, SOIBIAN:							189.00	
<b>UNIVERSITY OF CALIFORNIA, SANTA BARBARA</b>								
07/02/2024	111315	2024/25 MEAS	19218	UNIVERSITY OF CALIF	217-513-43031	MEASURE U AWARD	10,000.00	07/24
Total UNIVERSITY OF CALIFORNIA, SANTA BARBARA:							10,000.00	
<b>WESTERN NEVADA SUPPLY CO.</b>								
07/02/2024	70224111	11299249	155	WESTERN NEVADA SU	100-438-42007	MAINT SUPPLIES	2,903.22	07/24
07/02/2024	70224111	11299252	155	WESTERN NEVADA SU	100-434-45080	MAINT SUPPLIES	3,662.91	07/24
07/02/2024	70224111	11299257	155	WESTERN NEVADA SU	100-438-45080	MAINT SUPPLIES	617.57	07/24
07/02/2024	70224111	51299622	155	WESTERN NEVADA SU	100-438-42007	MAINT SUPPLIES	455.52	07/24
Total WESTERN NEVADA SUPPLY CO.:							7,639.22	
<b>WHITE CAP, L.P.</b>								
07/02/2024	111316	50027061499	19191	WHITE CAP, L.P.	100-434-45080	FIELD MARKERS	1,317.83	07/24
07/02/2024	111316	50027186114	19191	WHITE CAP, L.P.	100-438-45080	MAINT SUPPLIES	638.83	07/24
Total WHITE CAP, L.P.:							1,956.66	
Grand Totals:							1,385,169.74	

Signature:	NOLAN BOBROFF		Date	7-3-24
Signature:	JAMIE GRAY		Date	7/2/24
Signature:	STEPHANIE TRUJILLO		Date	7/8/24

## Report Criteria:

Report type: Invoice detail

Check.Type = {&lt;&gt;} "Adjustment"

## **TOWN COUNCIL STAFF REPORT**

Title: Resolution to Implement Flock Safety

Meeting Date: July 17, 2024

Prepared by: Daniel Casabian, Chief of Police / Rob Patterson, Town Manager

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### **RECOMMENDATION:**

Adopt the resolution authorizing the Town Manager to expend general funds to enter into a one-year lease agreement with Flock Safety for eight (8) Automatic License Plate Recognition (ALPR) Cameras for the Police Department in the amount not to exceed \$25,000.

### **BACKGROUND:**

The Mammoth Lakes Police Department (MLPD) is responsible for the safety and security of the community and all visitors to the Town. MLPD's ability to facilitate public safety efforts directly contributes to a high quality of life for the community and visitors, which is enhanced through the strategic deployment of its department's staff and the use of emerging technologies.

MLPD patrol staffing typically consists of one Supervisor and two Officers per shift providing coverage 24 hours a day, 7 days a week, 365 days per year within the approximate 25 square miles of Town limits. Although these Officers patrol within the Town limits, they may not be in the vicinity of a crime the moment it occurs. Many crimes are discovered long after they were committed and are then reported to MLPD for a response and investigation. This puts Officers at a disadvantage in locating the suspects, who may have already fled the scene. Officers often rely on witnesses to provide information on suspect vehicles. Witnesses are sometimes reluctant to come forward or have difficulty obtaining reliable information during a stressful event.

Due to this, many police agencies utilize Automatic License Plate Readers (ALPRs) to assist in identifying suspects involved in the commission of a crime. ALPRs capture accurate, detailed, and reliable vehicle information without having to rely on an eyewitness or an Officer being present in the area. ALPR data can be accessed by responding units, and the information obtained is then immediately used to locate the suspects before they flee the area. This results in a far quicker conclusion to the case with the suspects brought to justice, stolen items returned to rightful owners, and a safer community.

The implementation of an ALPR program will aid the Mammoth Lakes Police Department in its investigative efforts in the following ways:

- Locate vehicles that are stolen, involved in criminal activity, or wanted by law enforcement.
- Provide leads to assist with investigations into crimes committed within the Town.
- Detect vehicles associated with missing persons and at-risk persons, including those on active Amber Alerts, Feather Alerts, and Silver Alerts.
- Detect vehicles associated with subjects with outstanding arrest warrants or otherwise lawfully sought by law enforcement.

Mammoth Lakes is a tourist destination situated between Southern California and Reno, Nevada. This makes the Town vulnerable to criminal activity committed by offenders from outside of the area. These offenders often flee Town after the commission of a crime, making it difficult for MLPD to locate them. Traditionally, MLPD would broadcast a Be on the Look Out (BOLO) to surrounding agencies with the suspect vehicle description, in hopes a neighboring agency would see the vehicle and conduct an investigative stop. An ALPR's ability to capture a fleeing suspect vehicle license plate would provide identifying information to investigators, even if the suspects are no longer in the area and do not intend to return. This would give immediate investigative leads to Officers without the delay of relying on a BOLO for this information.

In addition to crime prevention responsibilities, MLPD is also responsible for the Emergency Management Planning and Operations for the Town of Mammoth Lakes' residents and visitors. To conduct these responsibilities effectively, accurate planning and forecasting is required before a major incident or disaster takes place. This planning is dependent on acquiring crucial data (population, number of vehicles on roadways, traffic modelling, pre-identified evacuation routes, etc.) to construct operational response plans, such as evacuation plans in the event of a wildfire or other emergency.

A major hinderance in current emergency management planning efforts stems from the long-standing issue of not knowing what the exact population of our Town is. Unlike most areas, Mammoth Lakes cannot rely on census data to accurately estimate the number of people in Town due to a variety of factors:

- Significant Second Homeowner Population
- Highly Utilized Short-Term Rental Market
- Seasonal Tourist Influxes
- Significant Transient Motorist Traffic

Due to Mammoth Lakes's unique population dynamic, acquiring this data for emergency management planning has been extremely difficult, resulting in less accurate data gathering methods having to be used to estimate population and vehicle totals (sewer flow rates, vehicle hand counts, census data, etc.).

To obtain the most precise data required for this kind of planning, ALPRs can provide accurate data points to get real-time totals of the number of vehicles traveling on our local roadways. With this information, Emergency Planners will have far more reliable data to estimate population totals throughout the different seasons. This real-time data will assist



the Police Department in operational planning for large scale evacuations during emergency situations, particularly when coupled with an evacuation modeling software. The ability to input accurate vehicle counts in neighborhoods helps the software generate more accurate and precise evacuation timeframes for planning purposes.

With the advent and advancement in technology, ALPRs are becoming common tools for numerous public safety agencies throughout the State of California and nationwide. This advanced and ever evolving technology can assist the Mammoth Lakes Police Department in providing a professional level of public service, ensuring personal safety, protection of property, and continued enhancement of the quality of life for those who live, work, and visit in the community.

### **ANALYSIS/DISCUSSION:**

The proposed one-year ALPR program consists of the deployment of eight (8) stationary ALPRs throughout the Town of Mammoth Lakes at key ingress and egress locations. These locations will be strategically identified with the assistance of the Flock Safety Team as to the best suited locations which provide the optimum effectiveness in capturing ALPR data from public right of ways. An ALPR is a computer-based high speed camera system designed to capture images of vehicle license plates using optical character recognition (OCR) technology. The license plate images are compared against local, state, and federal law enforcement databases containing vehicles of interest, stolen vehicles, amber alerts, missing persons, felon vehicles, etc. Any matches against the vehicle of interest generates an alert to notify Officers. Under strict regulations and audit procedures, the data may only be accessed for lawful law enforcement investigative purposes and can provide critical evidence in the identification and location of suspects. ALPRs provide police with the data needed to assist in the identification and capture of criminals.

The Flock Safety ALPR system is being utilized by more than 2,000 public safety entities in the United States. Flock systems are currently in place in numerous tourist heavy mountain towns similar to Mammoth Lakes such as: Truckee, Vail, Telluride, Glenwood Springs, Mountain Village, Montrose, Steamboat Springs, Hotchkiss, Cottonwood, Mountain Air, and more.

Flock Safety Group provides customizable ALPR systems that are designed to meet the needs of budgets of agencies of all sizes. An added benefit is that Flock cameras are solar powered, which negates the need for a close proximity power source. Flock cameras will integrate with a police department's local list of stolen vehicle license plates and license plates associated with ongoing investigations. One significant benefit is that Town staff would not be responsible for the installation or maintenance of the Flock cameras. Flock builds its own hardware, writes its own software, and provides full service for the life of the contract, with everything included in the price. In addition, Flock cameras are the only wireless, infrastructure-free, license plate reading cameras on the market. Flock Safety's required data retention period is 30 days. There is a hard deletion of the data at 30 days unless a plate is flagged for criminal prosecution; then it will be held as long as needed as

evidence for prosecution of the case and/or pursuant to mandated government retention periods. Once the data is purged, it cannot be retrieved.

The ALPR data will not be stored or retained by the Mammoth Lakes Police Department or Flock Safety Group, beyond 30 days. MLPD will utilize the strictest industry standards and maintain compliance with California law with respect to how the data is accessed and stored. Access to the data will be strictly regulated and is for law enforcement personnel only. The system will only be accessed under the following guidelines:

- Persons gaining access must have completed training on the use of the system, system security, and issues surrounding the need to know and right to know.
- Upon completion of the training, personnel will be issued individual access codes, so all of their uses of the system are tracked.
- There must be a legitimate public safety purpose which must be documented in the system before accessing the data.
- Routine auditing in accordance with department policy will verify compliance with the above mentioned procedures.

The ALPR system does not identify any individual or access anyone's personal information through its analysis of license plate characters. The data captured by the ALPR unit itself is entirely anonymous. Officers can only identify the registered owner of a vehicle by querying a separate secure state government data base of vehicle license plate records, such as DMV, to obtain the owner information. The government database is restricted, controlled and audited for its inquiry. Information obtained by ALPR cameras will be closely safeguarded and protected by both procedural and technological means. The information will be stored in a private database which is only accessible to authorized Mammoth Lakes Police Department personnel for the reasons mentioned above. The information will only be shared with other law enforcement agencies if there is an active criminal investigation or other law enforcement need.

Senate Bill 34, codified at California Civil Code sections 1798.90.51-1798.90.55, requires that all law enforcement agencies utilizing ALPRs implement and maintain security procedures as well as usage and privacy policies to protect the data collected. The Mammoth Lakes Police Department has created a draft webpage that will be launched once approved explaining its commitment to privacy and strict procedures in the use of ALPRs and the Department has already drafted the required policy to be in compliance with the law. The Department's Draft Policy is attached to this staff report as an Attachment. This draft policy was modeled after the City of Vallejo Police Department's ALPR policy, which was crafted with input from the ACLU.

#### Advanced Analytics Program

This program streamlines public safety operations with traffic analytics from our network of ALPR cameras. This programming would be installed on two of our cameras. This program is designed to turn existing License Plate Recognition technology into a system for traffic analytics. As part of Flock Safety's Analytics program, we would be able to

access critical insights that drive more effective traffic management and elevate public safety measures.

- Actionable Insights: Leverage real-time traffic data to strategically deploy your resources where they make the most impact.
- Enhanced Safety: Target enforcement efforts effectively using detailed traffic pattern analysis.
- Data-Driven Collaboration: Ability to exchange vital traffic information securely across public safety and public works in real-time.
- Advanced Vehicle Recognition: Vehicle Fingerprint® technology for precise identification and analysis beyond just vehicle counts or license plates, including
  - State
  - Vehicle Make
  - Vehicle Body Type
- Strategic Patrol Planning: Optimize patrol routes and schedules, aligning with traffic trends.

Additionally, Senate Bill 34 requires that public agencies intending to operate an ALPR system, must allow an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency. The June 5 and July 17, 2024 Council meetings fulfills this requirement.

If approved, results will be formally presented back to the Town Council at the conclusion of the year with a recommendation on whether to continue the program.

### **FINANCIAL CONSIDERATIONS:**

One-year contract with Flock Safety will cost \$25,000 and will be funded by the general fund. Cost analysis is as follows:

- \$3,000 per year per camera x 8
- \$500 per year per camera for Advanced Analytics Program x 2

### **ATTACHMENTS:**

Attachment 1: Resolution 2024-xx  
Attachment 2: PowerPoint Presentation  
Attachment 3: MLPD Draft ALPR Policy  
Attachment 4: MLPD Flock Deployment Map  
Attachment 5: Flock MLPD Law Enforcement Contract

**RESOLUTION 2024-xx**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, AUTHORIZING THE TOWN MANAGER TO EXPEND GENERAL FUNDS TO ENTER INTO A ONE-YEAR LEASE AGREEMENT WITH FLOCK SAFETY FOR EIGHT (8) AUTOMATIC LICENSE PLATE RECOGNITION (ALPR) CAMERAS FOR THE POLICE DEPARTMENT IN THE AMOUNT NOT TO EXCEED \$25,000**

**WHEREAS;** the Police Department requests to lease eight (8) Automated License Plate Readers (ALPR) cameras to assist in the response, apprehension, investigation of criminals and assist in evacuation planning by capturing real-time vehicle count data and;

**WHEREAS;** ALPR cameras have been found to be effective in deterring criminal activity and a significant tool in conducting criminal investigations; and

**WHEREAS;** the Police Department has identified Flock Safety to be a qualified and competent sole source vendor who provides ALPR cameras that meet the needs of the Police Department and;

**WHEREAS;** Flock Safety provides an all-inclusive model program for deploying leased ALPR cameras for a flat annual rate of \$3000 per camera and will install, monitor, provide software, and maintain the wireless ALPR cameras; and

**WHEREAS;** Flock Safety ALPR cameras are not “live” cameras, have no facial recognition capabilities, will not be used for Immigration enforcement, and provides Transparency Portal App for the community to ensure the efficacy of the use of the cameras.

**NOW THEREFORE BE IT RESOLVED** that the Mammoth Lakes Town Council hereby authorizes the Town Manager to expend General Funds to enter into a one-year lease agreement with Flock Safety for eight (8) cameras for the Police Department in the amount not to exceed \$25,000 by increasing the budget.

APPROVED AND ADOPTED this 17<sup>th</sup> day of July 2024.

\_\_\_\_\_  
BILL SAUSER, Mayor

ATTEST:

\_\_\_\_\_  
JAMIE GRAY, Town Clerk



# Flock Safety - ALPR

Mammoth Lakes Police Department

Dan Casabian, Chief of Police





# Flock ALPR Cameras

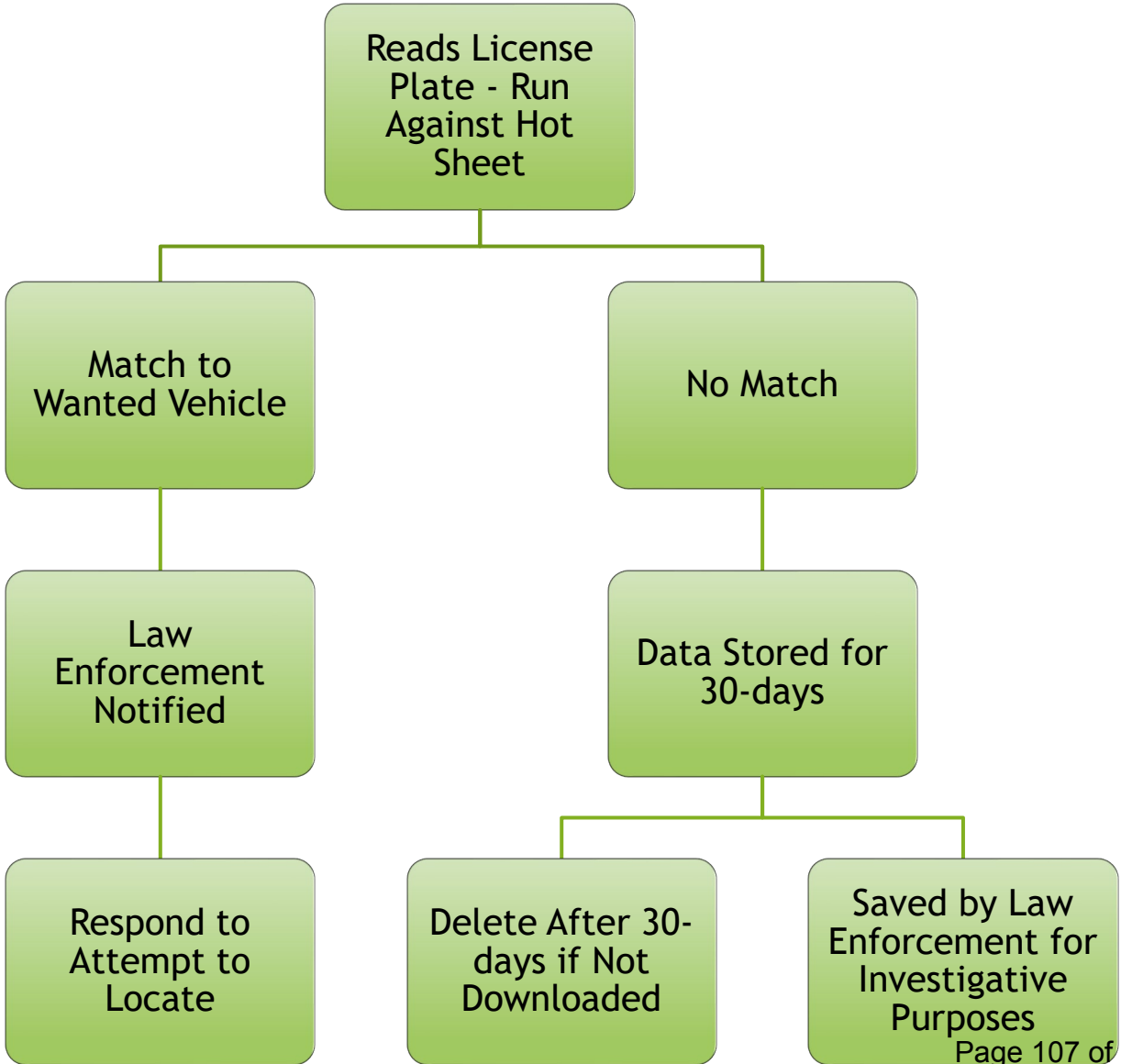
- ▶ Solar powered HD ALPR Cameras
- ▶ Self heating and built for cold environments
- ▶ Mount to existing infrastructure or standalone poles
- ▶ Activated by vehicle motion
- ▶ Not connected with CLETS, PII, Vehicle Registration, etc.
- ▶ No facial recognition
- ▶ Mounted in public areas








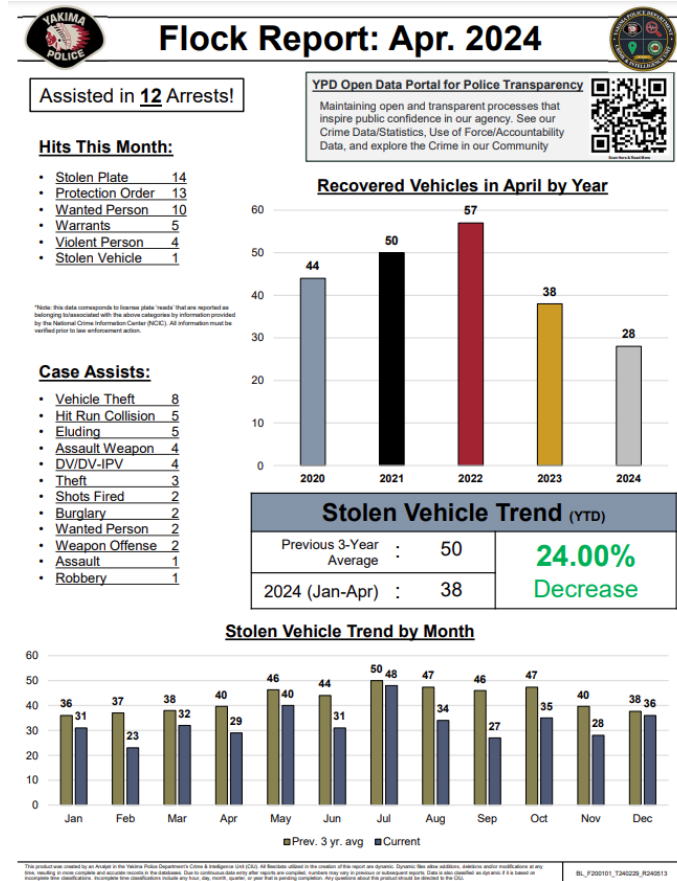
# What Flock Does...

flock safety



	<b>Plate</b> TX LGS2639		<b>Last Visit</b> 3:15 PM EDT
	<b>Make</b> Toyota		<b>Seen</b> 3 of 30 Days
	<b>Color</b> Gray		

# Maintaining Privacy & Trust



- ▶ Detailed & thorough MLPD Policy governing the use of Flock
- ▶ Annual report to TOML Council
- ▶ Transparency Portal on MLPD website
- ▶ Flock access audits by MLPD Flock Administrator
- ▶ Stored locally on device then deleted after upload
- ▶ Flock uses Amazon Web Services GovCloud storage and KMS-based encryption
- ▶ Flock does not share with non-law enforcement
- ▶ MLPD owns the data

# MLPD Flock Safety Contract

NUMBER	ITEM	COST	TOTAL
8	ALPR Cameras	\$3000 per camera	\$24,000
2	Traffic Analytics	\$500 per camera	\$1,000
Annual Recurring Subtotal:			\$25,000*
*Includes installation, setup, testing, and ongoing maintenance			



# flock safety

Thank You

# Mammoth Lakes Police Department

## Automated License Plate Readers (ALPRs)

### (DRAFT POLICY)

#### 426.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage, and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

#### 426.2 DEFINITIONS

- (a) **Automated License Plate Reader (ALPR):** A device that uses cameras and computer technology to compare digital images to lists of known information of interest.
- (b) **ALPR Operator:** Trained Department members who may utilize ALPR system/equipment. ALPR operators may be assigned to any position within the Department, and the ALPR Administrator may order the deployment of the ALPR systems for use in various efforts.
- (c) **ALPR Administrator:** The Chief of Police or the Chief's designee serves as the ALPR Administrator for the Department.
- (d) **Hot List:** A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to, NCIC, CA DMV, Local BOLO's, etc.
- (e) **Vehicles of Interest:** Including, but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons and vehicles flagged by the Department of Motor Vehicle Administration or law enforcement agencies.
- (f) **Detection:** Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR's read.
- (g) **Hit:** Alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violation protective order or terrorist-related activity.

#### 426.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates along with the vehicle make, model, color and unique identifiers through the Mammoth Lakes Police Department's ALPR's system and the vendor's vehicle identification technology. The technology is used by the Mammoth Lakes Police Department to convert data associated with vehicle license plates and vehicle descriptions for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.



All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the The Chief of Police or the Chief's designee, in conjunction with the Mono County Information Technology Department.

#### **426.3.1 ALPR ADMINISTRATOR**

The Chief of Police or the Chief's designee shall be responsible for compliance with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) Only properly trained sworn officers, crime analysts, and police assistants are allowed access to the ALPR system or to collect ALPR information.
- (b) Ensuring that training requirements are completed for authorized users.
- (c) ALPR system monitoring to ensure the security of the information and compliance with applicable privacy laws.
- (d) Ensuring that procedures are followed for system operators and to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation is maintained. Continually working with the Custodian of Records on the retention and destruction of ALPR data.
- (f) Ensuring this policy and related procedures are conspicuously posted on the department's website.

#### **426.4 OPERATIONS**

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation; reasonable suspicion or probable cause is not required before using an ALPR.
- (c) Partial license plates and unique vehicle descriptions reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert. Once an alert is received, the operator should confirm

that the observed license plate from the system matches the license plate of the observed vehicle. Before any law enforcement action is taken because of an ALPR alert, the alert will be verified through a CLETS inquiry via MDC or through Dispatch. Members will not take any police action that restricts the freedom of any individual based solely on an ALPR alert unless it has been validated. Because the ALPR alert may relate to a vehicle and may not relate to the person operating the vehicle, officers are reminded that they need to have reasonable suspicion and/or probable cause to make an enforcement stop of any vehicle. (For example, if a vehicle is entered into the system because of its association with a wanted individual, Officers should attempt to visually match the driver to the description of the wanted subject prior to making the stop or should have another legal basis for making the stop.)

- (f) **Hot Lists.** Designation of hot lists to be utilized by the ALPR system shall be made by the ALPR Administrator or his/her designee. Hot lists shall be obtained or compiled from sources as may be consistent with the purposes of the ALPR system set forth in this Policy. Hot lists utilized by the Department's LPR system may be updated by agency sources more frequently than the Department may be uploading them and thus the Department's LPR system will not have access to real time data. Occasionally, there may be errors in the LPR system's read of a license plate. Therefore, an alert alone shall not be a basis for police action (other than following the vehicle of interest). Prior to initiation of a stop of a vehicle or other intervention based on an alert, Department members shall undertake the following:

(1) **Verification of status on a Hot List.** An officer must receive confirmation, from a Mono County Sheriff's Department Communications Dispatcher or other Mammoth Lakes Police Department computer device, that the license plate is still stolen, wanted, or otherwise of interest before proceeding (absent exigent circumstances).

(2) **Visual verification of license plate number.** Officers shall visually verify that the license plate of interest matches identically with the image of the license plate number captured (read) by the LPR, including both the alphanumeric characters of the license plate, state of issue, and vehicle descriptors before proceeding. Department members alerted to the fact that an observed motor vehicle's license plate is entered as a Hot Plate (hit) in a specific BOLO (be on the lookout) list are required to make a reasonable effort to confirm that a wanted person is actually in the vehicle and/or that a reasonable basis exists before a Department member would have a lawful basis to stop the vehicle.

(3) Department members will clear all stops from hot list alerts by indicating the positive ALPR Hit, i.e., with an arrest or other enforcement action. If it is not obvious in the text of the call as to the correlation of the ALPR Hit and the arrest, then the Department member shall update with the Communications Dispatcher and original person and/or a crime analyst inputting the vehicle in the hot list (hit).

(4) General Hot Lists (SVS, SFR, and SLR) will be automatically downloaded into the ALPR system a minimum of once a day with the most current data overwriting the old data.

(5) All entries and updates of specific Hot Lists within the ALPR system will be documented by the requesting Department member within the appropriate general offense report. As such, specific Hot Lists shall be approved by the ALPR

Administrator (or his/her designee) before initial entry within the ALPR system. The updating of such a list within the ALPR system shall thereafter be accomplished pursuant to the approval of the Department member's immediate supervisor. The hits from these data sources should be viewed as informational; created solely to bring the officers attention to specific vehicles that have been associated with criminal activity.

All Hot Plates and suspect information entered into the ALPR system will contain the following information as a minimum:

- Entering Department member's name
- Related case number.
- Short synopsis describing the nature of the originating call

(g) Training. No member of this Department shall operate ALPR equipment or access ALPR data without first completing Department-approved training.

(h) Login/Log-Out Procedure. To ensure proper operation and facilitate oversight of the ALPR system, all users will be required to have individual credentials for access and use of the systems and/or data, which has the ability to be fully audited.

**Permitted/Impermissible Uses.** The ALPR system, and all data collected, is the property of the Mammoth Lakes Police Department. Department personnel may only access and use the ALPR system for official and legitimate law enforcement purposes consistent with this Policy. The following uses of the ALPR system are specifically prohibited:

- (1) Invasion of Privacy: Except when done pursuant to a court order such as a search warrant, is a violation of this Policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).
- (2) Harassment or Intimidation: It is a violation of this Policy to use the ALPR system to harass and/or intimidate any individual or group.
- (3) Use Based on a Protected Characteristic. It is a violation of this policy to use the LPR system or associated scan files or hot lists solely because of a person's, or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.
- (4) Personal Use: It is a violation of this Policy to use the ALPR system or associated scan files or hot lists for any personal purpose.
- (5) First Amendment Rights. It is a violation of this policy to use the LPR system or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights.

Anyone who engages in an impermissible use of the ALPR system or associated scan files or hot lists may be subject to:

- criminal prosecution,
- civil liability, and/or
- administrative sanctions, up to and including termination, pursuant to and consistent with the relevant collective bargaining agreements and Department policies.

#### **426.4 DATA COLLECTION AND RETENTION**

The Chief of Police or the Chief's designee is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence, or uploaded as evidence to Evidence.com.

ALPR vendor, Flock Safety will store the data (data hosting) and ensure proper maintenance and security of data stored in their data towers. Flock Safety will purge their data at the end of the 30 days of storage. However, this will not preclude MLPD from maintaining any relevant vehicle data obtained from the system after that period pursuant to the established Town of Mammoth Lakes retention schedule mentioned above or outlined elsewhere.

Restrictions on use of ALPR Data: Information gathered or collected, and records retained by Flock Safety cameras or any other MLPD ALPR system will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.

#### **426.5 ACCOUNTABILITY and SAFEGUARDS**

All data will be closely safeguarded and protected by both procedural and technological means. The Mammoth Lakes Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All non-law enforcement requests for access to stored ALPR data shall be processed in accordance with applicable law.
- (b) All ALPR data downloaded to the mobile workstation shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.
- (c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

- (d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies for legitimate law enforcement purposes.
- (e) Every ALPR Detection Browsing Inquiry must be documented by either the associated Mammoth Lakes Police Department case number or incident number, and/or a reason for the inquiry.

For security or data breaches, see the Records Release and Maintenance Policy.

#### **426.6 POLICY**

The policy of the Mammoth Lakes Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

The Mammoth Lakes Police Department does not permit the sharing of ALPR data gathered by the Town or its contractors/subcontractors for purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

#### **462.7 ALPR DATA DETECTION BROWSING AUDITS**

It is the responsibility of the Chief of Police or the Chief's designee to ensure that an audit is conducted of ALPR detection browsing inquiries at least once during each calendar year. The Department will audit a sampling of the ALPR system utilization from the prior 12-month period to verify proper use in accordance with the above-authorized uses. The audit shall randomly select at least 10 detection browsing inquiries conducted by department employees during the preceding period and determine if each inquiry meets the requirements established in policy section 462.5(e).

The audit shall be documented in the form of an internal department memorandum to the Chief of Police. The memorandum shall include any data errors found so that such errors can be corrected. After review by the Chief of Police, the memorandum and any associated documentation shall be filed and retained.

#### **426.8 RELEASING ALPR DATA**

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law.

- (a) The agency makes a written request for the ALPR data that includes:
  - (1) The name of the agency.
  - (2) The name of the person requesting.
  - (3) The intended purpose of obtaining the information.

- (b) The request is reviewed by the Chief of Police or the authorized designee and approved before the request is fulfilled. The on-duty Watch Commander may approve the release of ALPR data during exigent circumstances if The Chief of Police or the Chief's designee are unavailable and the immediate release is necessary to protect life or property. Steps (a), (c), and (d) are still required for a release during exigent circumstances.
- (c) The Chief of Police or the authorized designee will consider the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq), before approving the release of ALPR data. The Mammoth Lakes Police Department does not permit the sharing of ALPR data gathered by the Town or its contractors/subcontractors for purpose of federal immigration enforcement, these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).
- (d) The approved request is retained on file. Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).
- (e) The member releasing ALPR data shall complete a report in RIMS, documenting the release of data and attaching the approved request for release.

#### **426.9 TRAINING**

The Training Sergeant should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).



# Mammoth Lakes PD, CA

[Go to Project Management](#)

Export

**8**  
TOTAL  
LOCATIONS

0  
OPTIMIZING

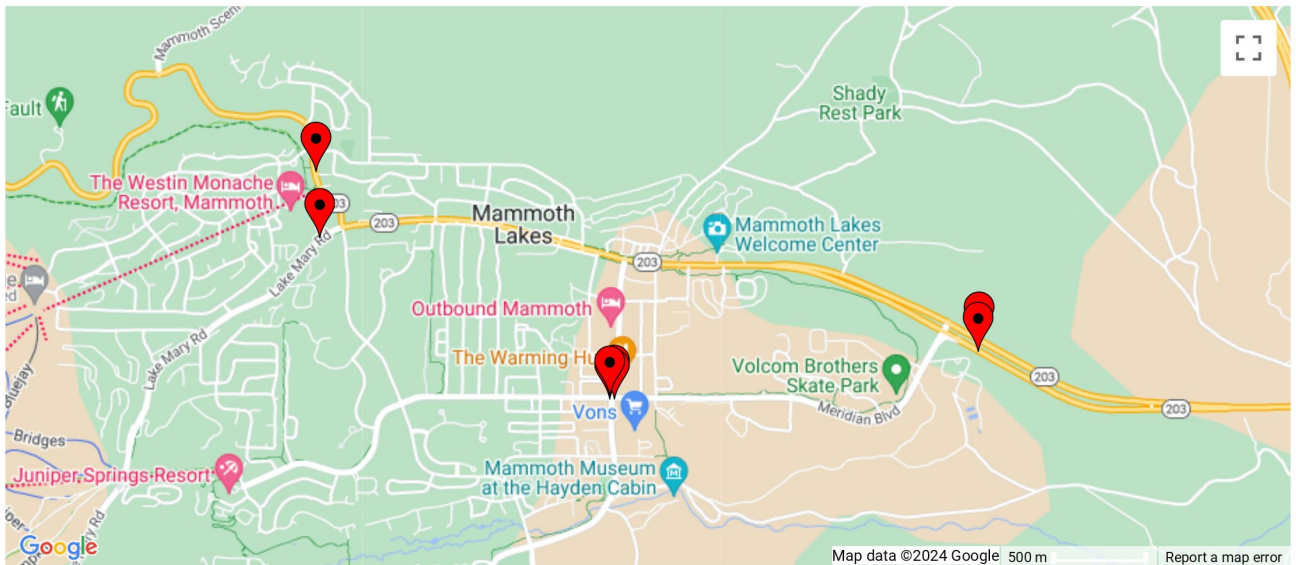
8  
PLANNING

0  
PERMITTING

0  
INSTALLING

0  
IN SERVICE

0  
DECOMMISSIONED



## Cameras

- 8 Falcon 2.2 - 16 mm - Verizon CAT 4 (7611)s

## Poles

- 1 X2 Redi Torque - Soil Plate
- 6 Existing Traffic Signal Poles

## Power

- 1 65W Solar Panel Top of Pole
- 6 65W Solar Panel Side of Poles
- 3 External Battery Packs

## Cameras

<

F#001 CA-203 @ Meridian Blvd WB

>

Your Name Here

Approve

Reject

Note: Once the location is approved, any subsequent changes driven by a customer request may incur [additional fees](#).

Address

Distance: 16 ft.



Streetview

Solar



© 2024 Google - Image Date: June 2019 Report a problem



© 2024 Google - Image Date: June 2019 Report a problem

1315 Meridian Blvd, Mammoth Lakes, CA 93546, US (37.6428399381285,-118.9441207687124)

AC Power Accessories

—

Power backup

—

External Batteries

undefineds

Cameras

Falcon 2.2 - 16 mm - Verizon CAT 4 (7611)

Flock Sign

No

Poles

—

Mounts

—

Power

—

Permit Type

DOT

Permitting Jurisdiction

California (DOT) District 9, CA

Requires Bucket Truck

No

Requires Security Escort

No

Requires Traffic Control

No

Pole Orientation

vertical

Traffic Level

Minor or major collector (6,000 to 10,000 AADT)

Distance from Roadway (ft)

16

Number of Lanes

2

Speed Limit (mph)

55

Carriers Supported

AT&T, Verizon

Location Notes

Normal



Save

Clear

Click here or drag and drop images to add

**Flock Safety + CA - Mammoth Lakes  
PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Caroline Fraher  
caroline.fraher@flocksafety.com  
3108443659

## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

### Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

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## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

## Out-of-Box Software Features

Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>• Vehicle make</li> <li>• Body type</li> <li>• Color</li> <li>• License plates <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>• Decals</li> <li>• Bumper stickers</li> <li>• Back racks</li> <li>• Top racks</li> </ul>
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i>  <i>FDLE</i>  <i>FL Expired Licenses</i>  <i>FL Expired Tags</i>  <i>FL Sanctioned Drivers</i>  <i>FL Sex Offenders</i>  <i>Georgia DOR</i>  <i>IL SOS</i>  <i>Illinois Leads</i>  <i>NCIC</i>  <i>NCMEC Amber Alert</i>  <i>REJIS</i>  <i>CCIC</i>  <i>FBI</i></p>
Real-time Alerts	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
Interactive ESRI Map	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
Vehicle Location Analysis	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>



Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

## License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>✓ 1 Standard LPR Camera</p> <p>✓ Unlimited LTE data service + Flock OS platform licenses</p> <p>✓ 1 DOT breakaway pole</p> <p>✓ Dual solar panels</p> <p>✓ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>✓ 1 LPR Camera</p> <p>✓ Unlimited LTE data service + software licenses</p> <p>✓ 1 portable mount with varying-sized band clamps</p> <p>✓ 1 Charger for internal battery</p> <p>✓ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>✓ 1 Long-Range LPR Camera</p> <p>✓ Computing device in protective poly case</p> <p>✓ AC Power</p> <p>✓ Permitting, installation, and ongoing maintenance</p>

## Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



EXHIBIT A  
**ORDER FORM**

Customer:	CA - Mammoth Lakes PD	Initial Term:	12 Months
Legal Entity Name:	CA – Town of Mammoth Lakes	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	58 Thompsons Way Mammoth Lakes, California 93546	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$25,000.00</b>
<b>Flock Safety Flock OS</b>			
Custom Recurring Subscription	Included	2	Included
FlockOS <sup>TM</sup> - Essentials	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	8	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	6	\$0.00
Professional Services - Advanced Implementation Fee	\$0.00	2	\$0.00

<b>Subtotal Year 1:</b>	\$25,000.00
<b>Annual Recurring Subtotal:</b>	\$25,000.00
<b>Discounts:</b>	\$4,700.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$25,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**Special Terms:**

• Custom Recurring Subscription: Traffic Analytics - 2 x \$500/yr - Software package to help managers, operators, marketers and security personnel learn more about their customers

### **Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$25,000.00
Annual Recurring after Year 1	\$25,000.00
Contract Total	\$25,000.00

\*Tax not included

### **Discounts**

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$4,700.00

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.



**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: CA – Town of Mammoth Lakes**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

## Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the \_\_\_\_\_ Day of \_\_\_\_\_ 2024. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”); and

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices;

## AGREEMENT

**NOW, THEREFORE,** Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded

Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “***Web Interface***” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as "**Support Services**").

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.



Parties understand that such upgrades are necessary from time to time, but shall not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock shall provide written notice of any Service Interruption to Customer, provide updates, and resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term. Flock shall provide written notice to Customer of any tolled expiration date and the length of the resulting credit.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled

by the duration of the Service Suspension. Flock shall provide written notice of any Service Suspension to Customer including the basis therefor, provide updates, and resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### **3. CUSTOMER OBLIGATIONS**

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

#### **4. DATA USE, LICENSING, SECURITY, AND REPORTING**

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data for the purpose of providing Flock Services to Customer, and for no other purpose, and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell or otherwise disclose or distribute Customer Data to any third party except as specifically authorized in writing by an authorized representative of Customer. For avoidance of doubt, Customer does not opt into the statewide or nationwide Flock network, and Flock shall not share Customer Data with any law enforcement agency or government agency other than Customer.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("***Customer Generated Data***"). Customer shall retain whatever legally cognizable right, title, and interest exists in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services to Customer, and for no other purpose. Flock does not own and shall not sell or otherwise disclose or distribute Customer Generated Data to any third party except as specifically authorized in writing by an authorized representative of Customer.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell or otherwise disclose or distribute Anonymized Data to any third party except as specifically authorized in writing by an authorized representative of Customer.

**4.4 Data Security.** Flock shall ensure that: (i) the Footage and Customer Data is permanently and irrevocably deleted upon the expiration of the Retention Period for such Footage; and (ii) the Customer Generated Data is permanently and irrevocably deleted within 30 days following the expiration or termination of this Agreement. Flock's obligations hereunder include, without limitation, causing any provider of cloud hosting services or data storage services to Flock where the Footage is stored to permanently and irrevocably delete the Footage. Flock shall, not less frequently than twice annually, verify with its cloud hosting services provider and/or other provider of data storage services that the Footage has been so deleted. Flock shall prohibit any provider of cloud hosting services or data storage services from copying, using, or distributing the Footage or allowing any third party to do so.

**4.5 Reporting.** Flock shall provide reports to Customer twice annually (and upon request by Customer) regarding Flock's compliance with its obligations pursuant to Section 4.4, including without limitation the results of the periodic verification of data deletion. Annually during the term of this Agreement, Flock shall present information concerning the Footage, Customer Data, and Customer Generated Data since the previous presentation. Such presentation shall occur at a meeting of Customer's Town Council and be made jointly with Customer's police personnel. Flock shall assist Customer's police personnel in determining how many requests were made for Footage of specific vehicles, how the Footage and Customer Data were used, and providing an analysis of the effectiveness of the services provided by Flock hereunder.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party

(the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, except as otherwise provided herein. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without

restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any applicable law or judicial or governmental order, provided that with respect to a judicial or governmental order the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For avoidance of doubt, Flock acknowledges that this Agreement and its related order form, including all pricing and specifications, are public records within the meaning of the California Public Records Act and must be disclosed by Customer to any person upon request. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement, provided that nothing herein shall obligate Customer to destroy or erase Customer Data, copies of this Agreement, the related order form, or other documents pertaining to this Agreement or the related order form. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret, subject to the provisions herein authorizing disclosure in specific circumstances.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v)



remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, to the extent legally required to do so, or to the extent such access, use, preservation or disclosure is strictly necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues. Prior to any such disclosure, and within 72 hours of Flock's receipt of any request for disclosure, Flock shall provide written notification to Customer of the proposed disclosure or Flock's intention not to provide such disclosure, together with the justification for such disclosure, including Flock's good faith belief as to why such disclosure is necessary. Flock acknowledges that any breach of its obligations under this Section 5.3 cannot be cured, Flock shall not be entitled to a Cure Period for such breach pursuant to Section 7.2, and Customer may immediately terminate this Agreement without penalty.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form, provided that Customer shall not be obligated to pay Flock prior to thirty (30) days following Customer's receipt of each invoice. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after Customer's receipt of the invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock

shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## **7. TERM AND TERMINATION**

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, the Customer has the option to renew for additional renewal terms, which Customer may exercise or not exercise in its sole discretion.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware within a commercially reasonable time period, provided that Customer shall not be responsible for any loss or damage to Flock Hardware following termination or expiration of this Agreement and prior to Flock's removal of the Flock Hardware. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party;

provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period*** (provided that no Cure Period shall be available or required in connection with a breach by Flock of Section 5.3), or a termination by Customer pursuant to Section 11.14, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 4, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged in a way that does not constitute a Defect, Customer may request, and Flock shall supply, a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Flock warrants that Flock Hardware and the Services comply with all applicable laws, and that the use of the Flock Hardware and the Services by Customer for the purposes and in the manner set forth herein will comply with all applicable laws. Flock further warrants that neither the Flock Hardware, nor the Services, nor the use thereof by Customer, will infringe upon or violate any copyright, patent, or trademark rights of any third party. Flock shall defend, indemnify, and hold harmless Customer against any claims, causes of action, damages, costs, and/or liabilities stemming from a claimed or actual infringement of third-party intellectual property rights in connection with the Flock Hardware, the Services, or Customer’s use thereof.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION AND SECTION 8.3, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

**8.5 Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B. Flock shall provide Customer with certificates of insurance reflecting such policies, and shall update or replace the certificates of insurance upon the expiration, amendment, or replacement of the underlying policies of insurance.

**8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions. Flock will not change fees due to uncertain market conditions during the initial term of this Agreement. Flock only reserves the right to increase price as may be necessary under market conditions for any subsequent renewal terms. Economic uncertainty, market conditions, and the unavailability of labor shall not be deemed causes beyond the control of either party for purposes of this Section 8.6.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY, NOR THEIR RESPECTIVE OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS

AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND SUCH PARTY'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) DEFENSE AND INDEMNIFICATION OBLIGATIONS, INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN SECTION 8.3 AND SECTION 9.3.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or



injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock shall indemnify and hold harmless Customer against any damages, losses, liabilities, settlements, and expenses to the extent arising out of any claim or action in connection with a breach of this Agreement by Flock, Flock's sharing of Customer data, and/or the operation of the Flock Hardware and/or Services.

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a

designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("*Customer Obligations*"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate to disclose Customer Data or Customer Generated Data, Flock shall provide Customer with advance notice in advance of so complying. Flock shall notify Customer within 72 hours of Flock's receipt of a subpoena or

correspondence indicating that a judicial order or government mandate has been sought or will be issued.

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state of California. The Parties hereto agree that venue is proper only in the Nevada County Superior Court or the federal courts in the Eastern District of California. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Upon prior written consent from Customer, which may be granted, withheld, or conditioned in Customer's sole discretion, Flock may reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section

252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**11.11 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

**11.12 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

**11.13 Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

**11.14 Morality.** In the event either Party or that Party’s agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish the other Party’s reputation, the second Party shall have the option to terminate this Agreement upon prior written notice to the other Party without a Cure Period as set forth in Section 7.2.

**11.15 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

**11.16 Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the

right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.



FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS: Town of Mammoth Lakes

58 Thompson Way

Mammoth Lakes, CA 93546

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ATTN: Chief of Police and Town Attorney

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EMAIL: [dcasabian@townofmammothlakes.ca.gov](mailto:dcasabian@townofmammothlakes.ca.gov), [amorris@townofmammothlakes.ca.gov](mailto:amorris@townofmammothlakes.ca.gov)

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EXHIBIT B  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

## TOWN COUNCIL STAFF REPORT

Title: AB 481 Military Equipment Use Policy.

Meeting Date: July 17, 2024

Prepared by: Daniel Casabian, Chief of Police / Andrew Morris, Town Attorney

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### **RECOMMENDATION:**

The Mammoth Lakes Police Department seeks Town Council's continued approval for the possession or use of military equipment through the Town Council's action to waive the reading and introduce by title only the Ordinance renewing the Town's Military Equipment Use Policy pursuant to Government Code Section 7071 (AB 481).

### **BACKGROUND:**

On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 requiring law enforcement agencies to obtain approval from the applicable governing body (Town Council) to use any equipment defined as military equipment by AB 481 by adopting a military equipment use policy. AB 481 declares the public has a right to know about any funding, acquisition, or use of military equipment as well as a right to participate in the decision to fund, acquire, or use such equipment. The Mammoth Lakes Police Department is committed to adopting internal processes related to the funding, acquisition, and use of defined military equipment as codified by Government Code sections § 7070, § 7071, and § 7072, which can be found here:

[https://leginfo.ca.gov/faces/codes\\_displayText.xhtml?lawCode=GOV&division=7.&title=1.&part=&chapter=12.8.&article=](https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=7.&title=1.&part=&chapter=12.8.&article=)

AB 481 outlines fifteen categories of equipment that is defined as "military equipment," ranging from remote piloted drone or robotic equipment to simunition firearms used only for training purposes. Of these fifteen categories or equipment, the Mammoth Lakes Police Department acquires and has available for use three of the fifteen categories of equipment – two of the three categories of equipment are primarily or solely used for wildlife diversion (Pepperball Launcher and Munitions, Bean-Bag Shotguns and Rounds, Rubber Slugs). The third category of equipment the Mammoth Lakes Police Department has is an unarmed drone.

### **ATTACHMENTS:**

*Military Equipment Ordinance 2024*

*Annual Report of Military Equipment Use 2024*

*MLPD Military Equipment Policy 706*

## ORDINANCE 2024-

### AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA RENEWING THE TOWN'S MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE SECTION 7071 (AB 481)

**WHEREAS**, Assembly Bill 481 enacted Government Code Sections 7070-7073, establishing certain requirements pertaining to the acquisition and use of "military equipment" by California law enforcement agencies; and

**WHEREAS**, Government Code Section 7070 defines "military equipment" as consisting of 15 categories of items, most of which the Mammoth Lakes Police Department does not have, has never had, and is not likely to have in the foreseeable future (such as tracked armored vehicles or armed aircraft); and

**WHEREAS**, the Mammoth Lakes Police Department does have an unarmed drone with camera, pepperball launcher and munitions, beanbag shotguns and rounds and rubber slugs used for non-lethal wildlife diversion, which are defined as "military equipment" under Government Code Section 7070; and

**WHEREAS**, Government Code Section 7071 requires the Town Council to adopt by ordinance a "military equipment use policy" in order for the Mammoth Lakes Police Department to, among other things, use its existing "military equipment", acquire new "military equipment" (including replacements for expired or worn out existing equipment), or collaborating with any other law enforcement agency (such as an agency with a mutual aid agreement with the Mammoth Lakes Police Department) that might use "military equipment" in Mammoth Lakes; and

**WHEREAS**, a military equipment use policy has been available on the Mammoth Lakes Police Department's website prior to the reading of this ordinance, pursuant to Government Code Section 7071(b); and

**WHEREAS**, the Town Council held a public hearing in connection with the adoption of this ordinance and has considered this ordinance at an open session at a regular Town Council meeting and provided for public comment in accordance with Government Code Section 54950 et seq, pursuant to Government Code Section 7071(c);

*The Town Council of the Town of Mammoth Lakes Does Ordain as Follows:*

**Section 1.** The recitals above are incorporated herein.

**Section 2.** Pursuant to California Government Code Section 7071(d), the Town Council finds and determines as follows, with respect to Policy 706 – Military Equipment Funding, Acquisition, and Use Policy attached hereto as Exhibit "A" and incorporated herein by reference ("the Policy"):

- (A) The military equipment listed in the table in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- (B) The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
- (C) When and if replacement items are purchased for the items of military equipment listed in the table in the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

- (D) Prior use by the Mammoth Lakes Police Department of items now classified as “military equipment” by Government Code Section 7070 complied with the military equipment use policy that was in effect at the time.

**Section 3.** The Town Council’s previous adoption of the Policy, including the table attached thereto, is hereby renewed. The Policy, as it may be amended from time to time, shall be made available on the Mammoth Lakes Police Department’s website for as long as the Mammoth Lakes Police Department has any military equipment available for use.

**Section 4.** The Town Council’s previous ordinance authorizing the use of “military equipment” is hereby renewed. Pursuant to Government Code Section 7071(e), Town staff are directed to bring this ordinance to the Town Council for review “at least annually” so that the Town Council may vote on whether to renew the ordinance and determine whether each type of military equipment has complied with the standards of approval set forth herein and in Government Code Section 7071(d).

**Section 5.** Mammoth Lakes Police Department staff are directed to submit to the Town Council an annual military equipment report for each type of military equipment approved by the Town Council, and to make each such report available on the Mammoth Lakes Police Department website for as long as military equipment is available for use. Each report shall contain the information required by Government Code Section 7072(a). Mammoth Lakes Police Department staff are further directed to hold an annual community engagement meeting pursuant to Government Code Section 7072(b), within 30 days of submitting and releasing the annual military equipment report.

**Section 6.** If any provision of this ordinance or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this ordinance are declared to be severable.

**Section 7.** The Town Clerk is hereby directed to publish this ordinance or a summary thereof in accordance with the law.

\* \* \* \* \*

The foregoing ordinance was introduced at a regular of the Mammoth Lakes Town Council held on the 17<sup>th</sup> day of July, 2024, and adopted at a regular meeting of the Mammoth Lakes Town Council, on the 7<sup>th</sup> day of August, 2024; \_\_\_\_\_, moved for the adoption, the motion was seconded by \_\_\_\_\_ and was carried by the following vote:

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Bill Sauser, Mayor

ATTEST:

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JAMIE GRAY, Town Clerk

## **MLPD Military Equipment Use Annual Update 2024**

Assembly Bill 481 enacted Government Code Sections 7070-7073, establishing certain requirements pertaining to the acquisition and use of “military equipment” by California law enforcement agencies. This code defines “military equipment” as consisting of 15 categories of items, most of which the Mammoth Lakes Police Department (MLPD) does not have, has never had, and is not likely to have in the foreseeable future (such as tracked armored vehicles or armed aircraft).

The Mammoth Lakes Police Department owns pepperball launchers and munitions, beanbag shotguns and rounds, and rubber slugs which are defined as “military equipment” under Code Section 7070. All these items were used for non-lethal wildlife diversion. The department responded to 85 bear-related calls for service from July 1, 2023, to June 30, 2024. Wildlife diversion tactics are used on these calls to condition bears away from problem areas such as campgrounds and residences where they have become accustomed to gaining an easy meal.

MLPD also owns one unarmed drone with camera known as an Unmanned Aircraft System (UAS). The UAS was deployed in 3 operations from July 1, 2023, to June 30, 2024. The 1<sup>st</sup> operation included assisting the Mono County Sheriff’s Office and the U.S. Forest Service in locating and arresting a suspect involved in making criminal threats involving a firearm. The 2<sup>nd</sup> operation involved assisting the Mammoth Lakes Fire Department and the Mono County Sheriff’s Search and Rescue Team with locating a subject that was stuck on a cliff above Twin Lakes. The 3<sup>rd</sup> operation was attempting to locate a suspect that fled along Mammoth Creek.

As of June 30, 2024, MLPD has received no complaints or concerns regarding our use of the military equipment. Additionally, the department has had no internal audits or violations of the military equipment use policy.

The total annual cost for each type of military equipment is detailed on the graph below. Funds to purchase additional pepperball munitions, shotgun bean-bag rounds, and rubber slug rounds are allocated from the Town of Mammoth Lakes Annual Budget under the Mammoth Lakes Police Department’s Firearms account. Annual maintenance on pepperball launchers, bean-bag shotguns, and UAS are covered by the Contractual Services account. The quantity possessed and the quantity sought for each type of military equipment in the next year is also detailed on the graph below.



## AB481 Military Equipment Inventory 2024

DESCRIPTION (Military Item Per AB 481)	QUANTITY (Sought or Possessed)	CAPABILITIES	EXPECTED LIFESPAN	PRODUCT DESCRIPTION (MANUFACTURER)	PURPOSE (AUTHORIZED USE)	FISCAL IMPACT (INITIAL & YEARLY)	LEGAL RULES	TRAINING (REQUIREMENTS)	COMPLIANCE (OVERSIGHT)	COMPLAINT PROCEDURE
Pepperball Launcher	Existing: 3	Less Lethal Force Option	5-8 Years	Pepperball Inc.	Less Lethal force Compliance Wildlife Diversion	Initial: N/A Yearly: \$200 (Maintenance)	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Pepperball Munitions	Existing: 100  Sought: 750	Less Lethal Force Option	3 Years	Pepperball Inc.	Less Lethal force Compliance Wildlife Diversion	Initial: \$1290 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Bean-Bag Shotguns	Existing: 4	Less Lethal Force Option	30,000 Rounds	Remington	Less Lethal force Compliance Wildlife Diversion	Initial: N/A Yearly: \$250 Maintenance	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Shotgun Bean-Bag Round	Existing: 40  Sought: 100	Less Lethal Force Option	5 Years	Defense Technology Corporation	Less Lethal Force Compliance Wildlife Diversion	Initial: \$500 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Rubber Slugs Round	Existing: 250  Sought: 500	Less Lethal Force Option	5 Years	Lightfield	Less Lethal Force Compliance Wildlife Diversion	Initial: \$2500 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
DJI Matrice 30T (Drone)	Existing: 1	Drone – Remote Piloted	2-5 Years	DJI Technologies	Enhance MLPD's Mission of Protection of Lives and Property	Initial: \$N/A Yearly: \$2,780	Federal Aviation Administration Regulations	Initial Pilot Training and Routine In-House Training	Team Supervisor Oversight / Monthly Reporting to Federal Aviation Administration	MLPD Policy 1010

## Military Equipment

### 706.1 PURPOSE AND SCOPE

**State**

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### 706.1.1 DEFINITIONS

**State**

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Department.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

# Mammoth Lakes Police Department

## Mammoth Lakes PD Policy Manual

### *Military Equipment*

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#### **706.2 POLICY**

It is the policy of the Mammoth Lakes Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

#### **706.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police shall designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Mammoth Lakes Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  - 1. Publicizing the details of the meeting.
  - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

#### **706.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Department:

[See attachment: AB481 Military Equipment Inventory.pdf](#)

#### **706.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior

# Mammoth Lakes Police Department

## Mammoth Lakes PD Policy Manual

### *Military Equipment*

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to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

#### **706.6 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

#### **706.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

#### **706.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

## **TOWN COUNCIL STAFF REPORT**

Title: Adopt the resolutions and introduce the ordinance to add a ballot measure to the November 5, 2024 General Municipal Election regarding a two percent increase to the Transient Occupancy Tax (TOT).

Meeting Date: July 17, 2024

Prepared by: Rob Patterson, Town Manager

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### **RECOMMENDATION:**

It is recommended that the Town Council take the following actions:

1. Adopt the resolution ordering the submission to the qualified electors of the Town a certain measure relating to a two percent increase in the Transient Occupancy Tax rate at the General Municipal Election to be held on Tuesday, November 5, 2024.
2. Waive the reading and introduce by title only the ordinance increasing the Transient Occupancy Tax to Fifteen Percent.
3. Adopt the resolution setting priorities for filing a written argument regarding a Town measure and directing the Town Attorney to prepare an impartial analysis.

### **BACKGROUND:**

The Town Council has been reviewing ballot language to include on the November election. This project was initiated from work done on the STR Advisory Committee seeking additional funding for affordable workforce housing to support Town operations as well as the success of our business community. Affordable workforce housing has been identified as one of the biggest challenges facing the business community. The Town Council is focused on this critical need in developing the Housing Now! initiatives to support the endeavor. Housing Now! is a multi-faceted approach to housing needs, targeting specific subsidy or development options based on Area Median Income (AMI) standards. The State of California has a number of programs to support AMI of 80% and below but often 100% - 200% AMI is necessary for housing opportunities in our region. Those levels usually do not qualify for State level funding, leaving the Town as the only source of funding.

The Town Council has done a great job for several years in allocating available revenue to these one-time projects. This is dependent on maintaining a budget discipline that controls the growth of the Town's operating budget, tied to strategic investment in core services over availability of funds. This practice has provided investment of one-time funds of over \$20M in the last three fiscal years combined. However, as the expenses of Town operating

budget continue to rise, the availability of revenue remains dynamic and dependent on visitation. A reduction in visitation will likely drive higher competition within the lodging community, driving down the nightly rates in search of nightly renters. This doubling effect can have a significant effect on our ability to fund general operations as well as continue these important investments in these important community needs.

The Town is proposing a general tax of 2% be added to the ballot to provide additional project funding for the next 10 years. The 10-year sunset to this tax was developed through analysis of currently identified needs and through conversation with the business community. The adjustment to the ballot language is a direct result of those conversations.

## **ANALYSIS:**

### **Housing Needs**

The Housing Now! initiatives have annual ongoing program expenses, such as supporting subsidies for home ownership, leasing to locals, land acquisition, development partnerships, and down payment assistance. These annual programs have an average cost of \$2.3M annually, dynamically shifted between the elements that are most effective at the time. In addition to these annual programs, the Town is engaged in long-term projects like The Parcel, and small site development for middle income home ownership. The land acquisition has been completed for a number of these projects, and funding for actual build out as well as subsidy, cost of construction vs deed restricted sales price to make the homes affordable is still needed. Staff has estimated the amount of need for these special projects to be \$45M over the next 10 years.

The Parcel (phase 3 – 6) \$38M  
60 – Joaquin - \$800,000 – 4 units  
Chaparral / Manzanita - \$2.6M – 13 units  
Foundation Property - \$3.6M – 24 units

The combination of annual programs and project costs is estimated to be \$68M over the next 10 years for full build out and sale.

### **Revenue Potential – Ballot Initiative Proceeds Across 10 years**

With lodging gross receipts close to \$200M on an annual basis, the potential revenue generated from this ballot measure would be \$4M annually or \$40M across the 10-year period. This does not cover the cost of programs, leaving a deficit of \$28M that will need to be funded through the current process of budget discipline, quarterly review, and allocation of available resources to housing. The Town Council, through their dedication and strategic planning focus, has committed to continuing this investment and we believe the \$2.8M annual funding target is within our capabilities.

There have been discussions on seeking a smaller increment to the TOT rate out of concerns of affordability and where that would put the Town in published TOT rates within the State. The suggestions of a 1% increase, under the gross receipt assumptions above, would generate \$2M annually or \$20M across the 10-year period. This amount would

leave a \$48M deficit for the Town to fund through other contributions to fulfill the current programs and identified projects. A 1.5% tax rate would provide approximately \$3M annually or \$30M over 10 years against our \$68M goal. With these deficits, combined with a tight window of 10 years, staff are recommending the 2% as the most viable option to achieve our housing goals. Ultimately the rate presented to the voter is based on Town Council decision and the rate can be adjusted from the current 2% if desired.

### **Limited Term**

As stated earlier, the sunset of this tax in 10-years, which was determined by compromise between opportunities with an unending tax measure as well as acknowledgement that much will change in the next 10 years and a re-evaluation of community needs will be necessary. A shorter period of 5 years, generating half of the anticipated revenues outlined above, would place a larger strain on our existing funding sources. Staff suggestion of a 10-year time is optimal to achieve the identified needs and provide an end date to the increment. Ultimately the term of the incremental tax presented to the voter is based on Town Council decision and can be adjusted from the current language if desired.

### **General Tax vs Special Tax**

The selection of a general tax initiative is purely based on voter thresholds necessary to pass, with the General Tax requiring 50% +1 and a Special Tax requiring 66-2/3% of the voters to approve. Historically Special Tax initiatives have been difficult to pass and require a strong campaign, backed by community sponsors investing financial resources and time to the campaign process. Key initiatives like Measure R and Measure U are prime examples of these campaign efforts and financial investment. With the expected voter turnout historically seen in Mammoth during presidential elections, the difference between a special tax and a general tax is more than 500 votes. Staff have included the language, broad to core services to the Town, in order for this to be a general tax initiative.

### **Recommended Ballot Question**

*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 for 10-years, paid only by hotel and short- term rental guests, with annual audits and all funds staying local?*

### **CONCLUSION:**

The Town Council can adjust any aspect of the ballot initiative during the meeting. The resolutions and ordinance attached would also need to be updated as they all align with the language stated above. This language, the resolutions, and the ordinance must be adopted and transmitted to the County Clerk by July 22, 2024, in time to place the request on the Mono County Board of Supervisors agenda before the August deadline.



## RESOLUTION 24-

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE TOWN A CERTAIN MEASURE RELATING TO A TWO PERCENT INCREASE IN THE TRANSIENT OCCUPANCY TAX RATE AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2024 AS CALLED BY RESOLUTION NO. 24-13**

**WHEREAS**, a General Municipal Election on Tuesday, November 7, 2024 has been called by Resolution No. 24-13, adopted on April 3, 2024; and

**WHEREAS**, the Town Council of the Town of Mammoth Lakes also desires to submit to the voters at the election a question relating to a two percent increase in the transient occupancy tax rate.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

*Section 1.* That the Town Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

Measure:

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 for 10-years, paid only by hotel and short- term rental guests, with annual audits and all funds staying local?	Yes
	No

*Section 2.* That the proposed measure submitted to the voters is attached as Exhibit A.

*Section 3.* That the vote requirement for the measure to pass is a majority (50% + 1) of the votes cast.

*Section 4.* That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

*Section 5.* That notice of the time and place of holding the election is given and the Town Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, for, and manner as required by law.

*Section 6.* That the Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 17th day of July 2024.

\_\_\_\_\_  
BILL SAUSER, Mayor

ATTEST:

\_\_\_\_\_  
JAMIE GRAY, Town Clerk

## ORDINANCE NO. 24-

### **AN ORDINANCE OF THE PEOPLE OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, AMENDING SECTION 3.12.040 OF THE MAMMOTH LAKES MUNICIPAL CODE INCREASING THE RATE OF THE TOWN'S TRANSIENT OCCUPANCY TAX TO FROM THIRTEEN PERCENT TO FIFTEEN PERCENT**

THE PEOPLE OF THE TOWN OF MAMMOTH LAKES DO ORDAIN AS FOLLOWS:

Section 1: Pursuant to California Revenue and Taxation Code Section 7280, subject to the approval of a majority of the voters of the Town of Mammoth Lakes at the Municipal Election of November 5, 2024, effective January 1, 2025, the Transient Occupancy Tax Rate for the Town of Mammoth Lakes shall be fifteen percent.

Section 2: Pursuant to California Revenue and Taxation Code Section 7280, subject to the approval of a majority of the voters of the Town of Mammoth Lakes at the Municipal Election of November 5, 2024, effective January 1, 2025, Section 3.12.040 of the Town of Mammoth Lakes Municipal Code shall be amended to read, in its entirety, as follows:

3.12.040 Tax Imposed. For the privilege of occupancy of any transient occupancy facility, each transient is subject to and shall pay a tax in the amount of fifteen percent of the rent charged by the operator. The tax constitutes a debt owed by the transient to the Town which is extinguished only by payment to the operator or to the tax collector. The transient shall pay the tax to the operator of the transient occupancy facility at the time the rent is paid. If the rent is paid in installments, the unpaid tax shall be paid to the operator at the rate of fifteen percent. If for any reason the tax due is not paid to the operator of the transient occupancy facility, the tax collector may require that such tax be paid by the transient to the tax collector.

Section 3: Effective on January 1, 2035, Section 3.12.040 of the Town of Mammoth Lakes Municipal Code shall be amended to read, in its entirety, as follows:

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

Section 4: This ordinance shall constitute voter approval pursuant to Proposition 62, Proposition 218, and any and all other voter approval requirements. All tax revenue shall be deposited into the Town's General Fund and expended for general governmental purposes.

Section 5: Pursuant to California Constitution Article XIII C §2(b) and California Elections Code Section 9222, this Ordinance shall take effect only if approved by a majority of the eligible voters of the Town of Mammoth Lakes voting at the Municipal Election to be held on November 5, 2024, and shall become effective as of January 1, 2025.

Section 6: The Mayor is hereby authorized to attest to the adoption of this Ordinance by the people voting thereon on November 5, 2024, by signing where indicated below.

I hereby certify that the foregoing Ordinance was PASSED, APPROVED, AND ADOPTED by the People of the Town of Mammoth Lakes on the 5th day of November 2024.

\_\_\_\_\_  
BILL SAUSER, Mayor

ATTEST:

\_\_\_\_\_  
JAMIE GRAY, Town Clerk

## RESOLUTION 24-

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT REGARDING A TOWN MEASURE AND DIRECTING THE TOWN ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS**

**WHEREAS**, a General Municipal Election is to be held in the Town of Mammoth Lakes on Tuesday, November 5, 2024, at which there will be submitted to the voters the following measure:

Measure:

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 for 10-years, paid only by hotel and short- term rental guests, with annual audits and all funds staying local?	Yes
	No

### **NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

*Section 1.* That the Town Council authorizes ALL members of the Town Council to file a written argument to the Town measure not exceeding 300 words, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the date fixed by the Town Clerk after which no arguments for or against the Town measure may be submitted to the Town Clerk.

The arguments shall be filed with the Town Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author to the argument. The arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

*Section 2.* That the Town Council directs the Town Clerk to transmit a copy of the measure to the Town Attorney, unless the organization or salaries of the office of the town attorney are affected.

- a. The Town Attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on the existing law and the operation of the measure. If the measure affects the organization or salaries of the office of the town attorney, the Town Clerk shall prepare the impartial analysis.

- b. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the Town.
- c. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following: "The above statement is an impartial analysis of Ordinance of Measure H. If you desire a copy of the ordinance or measure, please call the elections official at 760-965-3602 and a copy will be sent to you at no cost to you."
- d. The impartial analysis shall be filed by the date set by the Town Clerk for the filing of primary arguments.

*Section 3.* That the Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 17th day of July 2024.

\_\_\_\_\_  
BILL SAUSER, Mayor

ATTEST:

\_\_\_\_\_  
JAMIE GRAY, Town Clerk

# Mammoth Lakes Town Council

## Agenda Action Sheet

**Title:** Consider approval of the program guidelines for the Lease to Locals program.

**Council Meeting Date:** 7/17/2024

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

**Recommended Motion:** Adopt the resolution approving the program guidelines for the Lease to Locals program.

**Summary:** 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 a contract with Placemate to implement and manage the program was approved by the Town Council on July 3, 2024.

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.

A summary of the guidelines is below:

- **Subsidy Amounts.** Subsidy amounts range from \$2,000 - \$18,000 per property depending on the number of qualified tenants and the length of the lease.
- **Grant Disbursement.**
  - Placemate will collect all information from the tenants and property owners and provide a recommendation to the Town for funding.
  - 50% of the subsidy is to be paid once it has been verified that the tenant has moved in and the remaining 50% of the subsidy is to be paid at the completion of the lease.
  - Town will issue a 1099 to the property owner at the end of the calendar year.
- **Property Eligibility Requirements.**
  - Property must be located within the Town's Urban Growth Boundary.
  - Must be a legally permitted unit and all bedrooms must meet legal requirements for habitability (have a door, window, closet, and meet minimum dimensions per the CBC).
  - Existing long-term rentals (within the prior 12 months) are not eligible. This will be verified to the extent possible by Placemate and/or the Town.
  - Eligible property types include single-family homes, condominiums, townhomes, mobile-homes, accessory dwelling units, and rooms within an owner-occupied property. Multi-family homes greater than 2 units (i.e., tri-plex and larger apartments), hotels, and motels are not eligible.
  - Only an owner of a property can list their unit as available for rent.
  - Property must meet basic health and safety requirements.



- Rent caps range from \$1,000 for a private room to \$3,500 for a 3-bedroom or larger unit.
- Properties can only receive a subsidy one-time. An owner that owns multiple properties can receive a subsidy for each unit for renting the unit long-term.
- **Tenant Eligibility Requirements.**
  - Requires tenants be employed in the region (i.e., Mammoth Unified School District) and work a minimum of 30 hours per week.
  - Average income of all adult residence cannot exceed 150% AMI for Mono County (the 2024 limit for a 1-person household is \$111,200).
  - Single-parent households that have more than 50% child custody will receive a 50% increase in the income limit (1.5 x 150% AMI Limit = \$166,800 [2024 AMI])
- **Program Duration and Management.**
  - The initial contract term is for a 1-year pilot program.
  - Staff will provide an update at the mid-point (December 2024) and end (June 2024) of the 1-year term.
  - Placemate will provide database access to the Town to allow for monitoring of the program's success.

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
MAMMOTH LAKES, STATE OF CALIFORNIA, ADOPTING THE  
TOWN OF MAMMOTH LAKES LEASE TO LOCALS  
PILOT PROGRAM DESCRIPTION AND GUIDELINES**

**WHEREAS**, the Town Council’s strategic priorities adopted on December 20, 2023 include a priority to “Invest in Community Focused projects” and a key objective statement to “Continue implementation of the Town’s Housing Now! Initiative programs to deliver a mix of community housing opportunities (e.g., ‘missing middle’ and Parcel Phase 2)”; and

**WHEREAS**, the Town Council has authorized funding for the implementation of several housing policy directives and programs, branded as the “Housing Now!” initiative; and

**WHEREAS**, implementation of Town housing programs includes the dedication of Town resources to provide a range of community housing that is available and affordable to those working in the community; and

**WHEREAS**, to effectively implement the Town’s Housing Now! program, the Town has set aside resources to provide a range of community housing that is affordable to the community, including community housing opportunities for households that earn above 80% of the area median income (AMI) (“*moderate-income households*”); and

**WHEREAS**, state and federal programs generally do not provide funding assistance to households that earn above 80% AMI, despite those households not being able to afford housing in the Town of Mammoth Lakes; and

**WHEREAS**, the Town, in partnership with Placemate, are working to implement the Lease to Locals program (“Program”), which will be a component of the Housing Now! initiative, and offers cash incentives to homeowners who lease their homes, or rooms in their homes, to qualified local tenants with the goal of converting underutilized properties into long-term and seasonal leases; and

**WHEREAS**, the Program aims to target the “missing middle” by allowing for households earning up to an average of 150% of the AMI to be eligible;

**WHEREAS**, the Town allocated \$450,000 in one time funding for the initial year of the Program during the FY 23/24 -2<sup>nd</sup> quarter budget update on March 20, 2024; and

**WHEREAS**, the Town entered into a one-year contract with Placemate on July 3, 2024 to implement and manage the Program; and

**WHEREAS**, the Town and Placemate prepared the Town of Mammoth Lakes Lease to Locals Pilot Program Description And Guidelines attached hereto as Exhibit “A”.

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

Section 1. Adopts the Town of Mammoth Lakes Lease to Locals Pilot Program Description And Guidelines attached hereto as Exhibit “A”.

APPROVED AND ADOPTED THIS 17<sup>th</sup> day of July 2024.

\_\_\_\_\_  
BILL SAUSER, Mayor

ATTEST:

\_\_\_\_\_  
JAMIE GRAY, Town Clerk

## **EXHIBIT “A”**

### **Town of Mammoth Lakes Lease to Locals Pilot Program Description and Guidelines**

# **Town of Mammoth Lakes Lease to Locals Pilot Program Program Description and Guidelines**

Adopted July \_\_\_\_, 2024

Resolution #2024-\_\_

## **1 PROGRAM OVERVIEW**

The Lease to Locals Program (the “Program”) offers cash incentives to homeowners who lease their homes, or rooms in their homes, to qualified local tenants with the goal of converting underutilized properties into long-term and seasonal leases. The Program aims to increase the supply of housing available for employees working within the geographic boundaries of the Mammoth Unified School District.

## **2 PROGRAM DEFINITIONS**

**2.1 Adult:** means any individual 18 years or older.

**2.2 Property:** means the real property leased under the Program.

**2.3 Long-Term Lease:** means a lease of 12 months or greater.

**2.4 Seasonal Lease:** means a lease that is at least 5 months but less than 12 months.

**2.5 Property Owner:** means the individual(s) or legal entity that holds fee title to the property, as reflected on the recorded real property records.

**2.6 Qualified Household:** means any group of individuals who intend to occupy the Property together as their primary residence, where at least 50% of the adults are a Qualified Tenant, and who meets the income requirements in Section 6

**2.7 Qualified Tenant:** means an adult currently employed an average of at least 30 or more hours per week, or who meets full time employment equivalency with employer verification, based out of or at a site within the Mammoth Unified School District geographical boundary, who is not of blood relation to the Property Owner. Provisions for determining dependent children as a Qualified Tenant are referenced in Section 4.

**2.8 Dependent Child:** A dependent Child is a child claimed on a Qualified Tenant’s Federal Tax Returns

## **3 PROGRAM ADMINISTRATION**

The Town will administer the Program with support from a third-party administrator (“Administrator”).

### **3.1 Town of Mammoth Lakes Role**

The Town will oversee and fund the Program. This includes managing the contract with Administrator, granting disbursements, and evaluating Program metrics.

### **3.2 Administrator Role**

Under a contract with the Town, the Administrator will provide the following services for the Program: Program development, customer service, marketing, compliance, reporting, and processing applications per Program Guidelines.

## 4 PROGRAM GRANT FUNDING

### 4.1 Grant Amounts

The Town will provide a \$2,000 grant per Qualified Tenant housed through the Program for a Seasonal Lease and a \$4,500 grant per Qualified Tenant for a Long-Term Lease.

Dependent children will count as one (1) additional Qualified Tenant, for every two children, rounded down when necessary. Three children will count as two (2) Qualified Tenants. The maximum grant amount is for four (4) Qualified Tenants.

The table below shows the available grant amounts.

<b>Number of Qualified Tenants</b>	1 Qualified Tenant	2 Qualified Tenants	3 Qualified Tenants	4 Qualified Tenants
Seasonal (5-11 months)	\$2,000	\$4,000	\$6,000	\$8,000
Long-Term (12 months or greater)	\$4,500	\$9,000	\$13,500	\$18,000

There is a limit of one grant per Property for the life of the Program.

### 4.2 Grant Disbursement

- (a) Prior to disbursing grants, the Town will review documentation submitted by Administrator including:
  - i. A copy of the fully executed lease agreement(s);
  - ii. Proof of local employment and income for Qualifying Tenants;
  - iii. Property Owner W-9; and
  - iv. Check request form.
- (b) The Town must receive a complete application from Administrator and confirm Property Owner eligibility before issuing payment. Once both of those conditions are met, the Town will issue the first half of the grant payment within thirty (30) days.
- (c) The Town will issue the second half of the grant payment to the Property Owner within thirty (30) days of the completion of the lease, or one (1) year, whichever comes first.
- (d) Grant payments shall be issued to the Property Owner, as their legal name(s) appear on recorded real property records. All payments will be made by check. All Property Owners will receive a 1099 MISC from the Town by January 31, following the year of any payments.
- (e) Power of attorney or statement of authority with signatures of all title holders may be required to disburse to only one contact.

## 5 PROPERTY OWNER ELIGIBILITY & REQUIREMENTS

### 5.1 Grant Application

Property Owners must submit a complete online form and sign a self-certification checklist with Administrator and comply with the following criteria to have their Property considered for the Program. Property Owners must submit all documentation within no more than 60 days

from the lease start date and will not be eligible for payment unless and until the grant application is reviewed and the Property Owner is deemed eligible for the Program.

## 5.2 Eligibility & Requirements

To participate in the Program, Property Owners must meet the following requirements.

- (a) Location: The Property must be located within the Town's Urban Growth Boundary.
- (b) Status: The Property must be a legally permitted dwelling unit and each bedroom in the property must have a door, window, and an adjoining area or space that may be used as a closet and meet the minimum dimension, area, and height requirements for a habitable room as specified in the California Building Standards Code and California Residential Building Code.
- (c) Room Rentals: If multiple rooms in a home are rented on separate leases, all rooms must be included on a single application and all move in dates are within 30 days.
- (d) New Rental: The Property cannot have been leased full time in the past 12 months. This shall be verified by the Administrator and/or the Town.
- (e) Eligible Properties: The Property must be a single-family home, condo, townhome, mobile home, accessory dwelling unit, or a single room or group of rooms in an owner-occupied property, that has not been rented full time in the past 12 months. Multi-family homes greater than two units, hotels and motels are not eligible for the Program.
- (f) Ownership: The Property Owner(s) must hold fee title to the Property.
- (g) Property Condition: The Property must meet basic health and safety criteria per California Health and Safety Code, Division 13, Housing Part 1.5, Chapter 2.
- (h) Signed Lease Agreement and Complete Lease Packet: The Property Owner must complete an application and sign a Seasonal Lease or Long-Term Lease with a Qualified Household or Qualified Tenant.
- (i) Lease Compliance Checks: The Property Owner must comply with the terms of the lease and the Program requirements for the full length of the lease. Failure to do so shall disqualify Property Owner from receiving grant payment.

For a Seasonal Lease, the Property Owner will be checked for compliance by Administrator at lease end. For a Long-Term Lease, the Property Owner will be checked for compliance by Administrator 6 months into the lease and 12 months into the lease.

- (j) Rental Affordability Cap: The Property Owner cannot charge monthly rent exceeding the below rates, not including utilities and/or pet fees:

Unit Size	Max Rental Rate
Private Room	\$1,000
Studio*	\$1,500
1BD	\$1,700
2BD	\$2,500
3BD+	\$3,500



- (k) Fair Housing Act Compliance: The Property Owner must comply with California Fair Employment and Housing Act and the Federal Fair Housing Act at all times during the lease.
- (l) Conflict of Interest: No individual who advises or has decision making authority on this Program in an official capacity may participate in the Program as a Property Owner.

### **5.3 Contingencies**

- (a) Change of Ownership: If the Property is sold, the lease must be accommodated in accordance with California State law and the property owner will be ineligible for the 2<sup>nd</sup> grant payment.
- (b) Break of lease / Eviction: If the tenants break a Long-Term Lease or are evicted for not complying with lease terms, the Property Owner will remain eligible for a second grant payment if the tenants are replaced within a reasonable timeframe. Replacing the tenants who break the lease or are evicted for not complying with lease terms after completing a minimum nine months of the lease is not required, and the homeowner is eligible for a prorated second grant payment.
- (c) Additional Tenants: Tenants added to a lease after the application is submitted to Town will not count toward eligibility for additional grant award.
- (d) Property Condition: If the Property is deemed in violation of California Health and Safety Code, Division 13, Part 1.5, Chapter 2, the grant payment(s) may be withheld.

## **6 TENANT ELIGIBILITY & REQUIREMENTS**

### **6.1 Individual & Household Qualification**

Individuals and households applying to the Program must meet the definitions set forth in Sections 2 and 3 of these guidelines:

### **6.2 Documentation**

As part of the application, each adult member of the Qualified Household must submit the following:

- (a) Paystubs covering the most recent 90-day period, or offer letter of employment stating employer address, employment address, rate of pay, and expected number of hours worked.
- (b) Copy of driver's license or another government issued photo ID.
- (c) If a Qualified Tenant is self-employed, the most recently filed federal tax return with all statements and schedules included, most recent federal 1065, 1120-S or 1120 business returns if filed separately with all statements and schedules included, business license (if applicable), profits and losses statement covering the time period from the end of the last filed tax returns through the most recently completed month, at least three recent contracts that show the volume of work and pay, and proof of locally serving business operations may be required. If additional documentation is required to verify self-employment, Administrator may work with the tenant to determine necessary documents for verification.
- (d) If a Qualified Household is claiming dependent children, a copy of most recently filed federal tax return with all statements and schedules included and/or official custody

document is required. If a tax return hasn't been completed within two years of birth of child, birth certificate may be eligible.

### **6.3 Income**

- (a) The average annual income of all adult residents of a household (related or unrelated) cannot exceed 150% AMI for Mono County (the 2024 150% AMI limit for a 1-person household is \$111,200).
- (b) The income qualification for single parent households with one adult and more than 50% child custody is a household income of 1.5 times the 150% of the area median income for a household of 1 as set by CA Dept. of Housing and Community Development, which includes all income, including child support.

## **7 PROGRAM DURATION**

- (a) Town staff will review Program progress, housing needs, and the services being provided by Administrator on a bi-annual basis, and will provide recommendations to the Town Council regarding any potential modifications to the Program. These updates shall occur at the second Town Council meeting in December and June.
- (b) Town staff will provide an annual report to the Town Council at the second Town Council meeting in June using the following criteria to measure success of the Program and to determine whether to continue the Program.
  - i. Number of people served (including children);
  - ii. Number of homes unlocked;
  - iii. Types/Sizes of units unlocked;
  - iv. Rental prices for each home, average per room;
  - v. Income of renters (area median income of each adult in the home) being served;
  - vi. Number of rentals extended beyond 12-month lease.

## **AGENDA BILL**

Subject: Councilmember Reports  
Initiated by: Jamie Gray

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### **BACKGROUND:**

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

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

### **ANALYSIS/DISCUSSION:**

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

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

### **Land Use:**

Local Agency Formation Commission (LAFCO) – 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.